



# LeasePlan **Total Cover Version 1.1**

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THE WORLD LEADING FLEET AND VEHICLE MANAGEMENT COMPANY



*It's easier to leaseplan*

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## Introduction

### Welcome message

Welcome and thank you for choosing LeasePlan Total Cover (LPTC), the insurance arm of LeasePlan Australia Limited (LeasePlan), which is fully underwritten by Allianz Australia Insurance Limited.

Global experience, a comprehensive range of products, facilities and technological investments add up to our strong commitment of exceeding the expectations of our customers. LPTC offers a first-class service, which delivers a choice of Excess (Tool of Trade only), premium and cover totally related to the protection most suited to the individual or fleet customer.

LeasePlan is fully committed to providing the very best products and service and to this end we have contracted performance standards with all the members of our national claims, repairer and assessing network. LeasePlan is dedicated to the continuous improvement of all its services and strives to achieve this through knowledge transfer within the company; product research; sharing new developments globally and providing a wide range of risk in-house management services.

LeasePlan has introduced industry best practice procedures in all aspects of our Business.

### What the Policy consists of

Your policy consists of:

- This printed LeasePlan Total Cover Policy Document (Product Disclosure Statement) which sets out details of Your cover and its limitations, and
- A Certificate of Currency (Schedule), approved by us, which sets out who is insured, the cover(s) selected, the Period of Insurance, the limits of liability, Excesses and other important information. This is referred to as the 'current schedule' in the Policy Document (Product Disclosure Statement). You should carefully read and retain Your insurance Policy Document (Product Disclosure Statement) and 'current schedule'. These documents should be read together as they jointly form the contract of insurance between You and Us. Any new or replacement schedule We may send You, detailing changes to Your insurance or the Period of Insurance, will become the 'current schedule', which You should carefully read and retain.

### About "LeasePlan Total Cover"

**Comprehensive cover (Australia Wide)** – provides cover for:

- Accidental Loss or Damage to Your Vehicle up to the Market Value (i.e. 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) or Discharge of Finance.
- Your legal liability up to \$20 million each event (including certain legal defence costs), for:

- Damage to other people's property caused by a motor vehicle accident, which is Your fault;
- Death or bodily injury caused by or arising out of the use of Your Vehicle in limited circumstances.

### Our agreement with You

We will insure You for accidental loss, damage or liability, which happens within Australia arising out of the events, set out in Your policy during the Period of Insurance.

This cover will be given on the basis:

- That You have paid or agreed to pay Us the premium for the cover You have selected when You applied for cover and which the current schedule indicates is in force,
- of the verbal and/or written information provided by You, which You gave after having been advised of Your duty of disclosure either verbally or in writing. If You failed to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the policy in respect of a claim or We may cancel Your policy. If You have told Us something, which is fraudulent, We also have the option of voiding Your policy from the effective date stated in the current schedule. For Your assistance We have provided a full explanation of Your duty of disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure", on page 3.

### Understanding Your policy and its important terms and conditions

To properly understand this policy's significant features, benefits and risks You need to carefully read:

- about each of the available types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see the "General Definitions" section);
- "When We will not pay Your claim" section (this restricts the cover and benefits);
- "Conditions of cover" and "Making a claim" sections (these set out certain obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim); and
- "Other information" section (this contains important information on Your duty of disclosure, Our privacy policy and Our dispute resolution process).

When You apply for the policy by completing Our application We agree with You on things such as: the Period of Insurance; Your premium; what vehicle You want to cover; the limits You want for certain covers (if optional); Excesses that will apply to You or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule We issue to You. The base premium We charge varies according to Your risk profile (e.g. where You live, the type of property being insured, amount of cover required, other

persons insured and relevant claims history etc). You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges We tell You of. We tell You the total amount payable when You apply and if You effect cover, the amounts due will be confirmed in Your schedule. Note that an installment premium outstanding for 14 days may result in Our refusal to pay a claim.

This policy sets out the cover We are able to provide You with. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear part of any loss You are not covered for Yourself. To avoid this, people seek to set the sum insured for the relevant property being insured at its estimated replacement value. You should also read the GST Notice to understand how GST is applied to a claim. If You have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover.

#### **Cooling off period and cancellation rights under the policy.**

- a. You may cancel this policy at any time by giving written notice to Us.
- b. We have the right to cancel this policy in certain circumstances.

These include:

- if You failed to comply with Your duty of disclosure, or
  - where You have made a misrepresentation to Us during negotiations prior to the issue of this policy, or
  - where You have failed to comply with a provision of Your policy, including the term relating to payment of premium, or
  - where You have made a fraudulent claim under the policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You, or
  - where You have failed to make payment of Your monthly lease rental, which includes the insurance premium and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.
- c. if You or We cancel the policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties We cannot recover.
  - d. in the event that You have made a claim under this policy and We have agreed to pay the full sum insured for Your property no return of premium will be made for any unused portion of the premium.

#### **Our Product Disclosure Statement for Retail Customers**

The Corporations Act 2001 (Cth) requires that a “retail customer” must receive a “Product Disclosure Statement” (PDS), which contains certain information that is designed to assist retail customers in deciding whether to buy the relevant cover.

Only an individual or small Business (i.e. one that employs less

than 100 persons if a manufacturing Business or less than 20 for any other) can be a retail customer.

This Policy Document only acts as Our PDS for that part of the Policy provided to the above persons which covers a “retail type motor vehicle” in respect of loss of, or damage to, the vehicle and liability for loss of, or damage to, property caused by or resulting from impact of the vehicle with some other thing (Retail Cover). A “retail type motor vehicle” is one that is designed to travel by road, and use volatile spirit, steam, gas, oil, electricity or any other human power as its principal means of propulsion; and carry passengers. It includes a motorcycle. It does not include an omnibus, a tram, or a motor vehicle, the carrying capacity of which exceeds 2 tonnes (See Section 761G(5) of the Corporations Act and regulation 7.1.11 for full details).

Ask Us if You have any doubts.

#### **Updating the PDS**

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling Us on the contact details provided on the back cover of this Policy Document (Product Disclosure Statement). If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, We will provide You with a new PDS or a supplementary PDS.

PDS Preparation Date: 22/09/2006

#### **Your Duty of Disclosure**

Before You enter into an insurance contract with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable us to decide whether and on what terms Your proposal for insurance is acceptable and to calculate how much premium is required for Your insurance.

The Act imposes a different duty for the first time You enter into the Policy with Us to that which applies when You renew, vary, extend reinstate or replace the Policy. We set these two duties out below.

#### **Your Duty of Disclosure when You enter into the policy with Us for the first time**

You will be asked various questions when You first apply for the Policy. When You answer these questions, You must:

- give Us honest and complete answers,
- tell Us everything that You know, and
- tell Us everything that a reasonable person in the circumstance could be expected to tell Us.

#### **Your Duty of Disclosure when You renew, vary, extend, reinstate or replace the Policy**

When You renew, vary, extend, reinstate or replace the policy, Your duty is to tell Us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to You which:

- You know, or
- a reasonable person in the circumstance could be expected to know,
- is relevant to Our decision whether to insure You and whether any special conditions need to apply to the Policy.

### **What You do not need to tell us for either duty**

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;
- that We know or should know as an insurer; or
- that We tell You We do not need to know.

### **Who do the two duties above apply to?**

Everyone who is insured under the Policy must comply with the relevant duty.

### **What happens if You or they do not comply with either duty?**

If You or they do not comply with the relevant duty, We may cancel the Policy or reduce the amount We pay if You make a claim – perhaps to zero. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

## **Privacy Act 1988 – Information**

The Privacy Act 1988 (Cth) contains National Privacy Principles which require Us to tell You that as an insurer We collect, handle, store and disclose Your personal and sensitive information in order to:

- decide whether to issue a policy,
- determine the terms and conditions of the policy,
- compile data, and
- handle claims.

Sensitive information includes, amongst other things, information about an individual's health, membership of professional associations and criminal records. You have given Us Your consent to collect Your personal and sensitive information in order to issue You with this policy.

We disclose personal information to third parties who We deal with in providing the relevant services and products. For example, in handling claims, We may have to disclose Your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents or other parties as required by law.

We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

You have the right to seek access to Your personal and sensitive information and to correct it at any time. LeasePlan aims to ensure that Your personal information is accurate, up-to-date and complete. Please contact Us on 132 572 if You would like to seek access to, or revise Your personal information or feel that the information We currently have on record is incorrect or incomplete or believe that the privacy of Your personal

information at LeasePlan has been interfered with. In these cases You are entitled to raise Your concerns. Your complaint will be managed and resolved through Our internal Complaint Procedure.

From time to time We may advise or offer You information on other LeasePlan products or services that may be relevant and of interest to You. If You do not wish to receive these offers or information please call Us.

## **General Insurance Code of Practice – providing You with even better service**

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this policy.

## **Dispute resolution process – helping You solve any problems**

Complaints or disputes are not an everyday occurrence at LeasePlan. We strive to do things the right way and keep Our customers happy. Sometimes though, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for a review of the issue.

### **Here's what to do if a complaint or dispute arises**

Regardless of whether the complaint or dispute involves Our staff, an agent, loss adjuster, assessor, investigator or the service We provide, simply contact the LeasePlan Claims Manager on 1800 646 422; speak to one of Our call centre operators and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute, if they are unable to do so they will log it and refer it to the appropriate Business unit for resolution. Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

### **If You are not satisfied with the outcome of this process**

If We are unable to resolve the complaint or dispute We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme subject to eligibility. The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

## General Definitions

Some of the words in Your policy have special meanings wherever they appear. These words and their meanings are defined below.

**“Accidental Damage”** means damage which occurs by accident. An “accident” is an unforeseen or unintended happening.

**“Malicious Damage”** means intentional damage done to Your Vehicle by someone else without Your consent.

**“Declined Driver”** means a driver, noted in the current schedule as a declined driver who is not insured under this policy.

**“Discharge of Finance”** means the amount necessary to discharge the Applicant’s obligations under leasing or finance arrangements for this vehicle, providing that this amount does not exceed \$5,000 or 10% beyond the **Market Value**, whichever is greater. It does not mean any amount arising from a shortfall pertaining to any previous financial agreements that have been incorporated into the current financial agreement.

**“Excess”** means the amount shown in the current schedule, which You must pay when You make a claim under Your policy.

**“Market Value”** means the value We determine as being the amount of money it would cost to buy a vehicle of the same make, model, age and condition of Your Vehicle at the date of its loss or damage.

**“Total Loss”** means Your Vehicle is stolen and not recovered within a reasonable period of time or where Your Vehicle is damaged and We consider the cost of repairing Your Vehicle is uneconomical or greater than the Market Value.

**“Family”** means:

- Your spouse or de facto spouse, and
- Your children or the children of Your spouse or de facto spouse, who ordinarily live with You. A “de facto spouse” means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

**“Nominated Driver”** means a driver, noted in the current schedule as a nominated driver, You have advised Us will drive Your Vehicle.

**“Period of Insurance”** means the period of time commencing on the effective date stated in the current schedule/certificate and ending on the expiry date stated in the current schedule/certificate.

**“Personal Property”** means personal items designed to be worn or carried, but not:

- Cheques, money, credit cards or negotiable instruments, or
- Firearms, or
- Tools or items used in connection with a Business or occupation, or
- Mobile phones

**“Vehicle Usage”** means the use of Your Vehicle, which You have told Us about. This is shown on Your current schedule. Vehicle usage may be either:

- **“Business”** which means any vehicle which:
  - Is registered as a business vehicle, or
  - Is used for income earning purposes.
- **“Private”**, which means any type of use other than Business use.

**“We”, “Our” or “Us”** means Allianz Australia Insurance Limited, AFS Licence No. 234 708, ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

**“You” or “Your”** means the person(s) named in the current schedule as the insured.

**“Your Vehicle”** means the registered vehicle shown on Your current schedule including:

- its standard tools, modifications and accessories as supplied by the manufacturer,
- Its fitted or non-standard extras, modifications and accessories which You have listed on Your proposal or given Us details of later and which We have accepted and included on the current schedule.

**“Your Schedule”** means the most current LeasePlan Total Cover Policy schedule/certificate and attachments issued to You by LeasePlan. It sets out the type of cover selected by You and other applicable details of Your cover such as the Period of Insurance and any Excesses payable.

## You have comprehensive cover under this policy

### Cover for accidental loss or damage to Your Vehicle

If during the Period of Insurance Your Vehicle:

- suffers Accidental Damage, including damage caused by fire, hail, flood, storm or earthquake; or
- is lost by theft and not found; or
- suffers Malicious Damage

We will at Our option:

- repair Your Vehicle; or
- pay You the reasonable cost to repair Your Vehicle to its condition before it was damaged; or
- if Your Vehicle is a Total Loss pay the Market Value of Your Vehicle, or arrange a Discharge of Finance over the vehicle (whichever is greater). Further We will adjust Your claims payment in accordance with the GST provision shown under the heading “Conditions of cover”, “GST Notice” on page 10

### Cover for damage to other people’s property (legal liability)

We will cover Your legal liability to pay compensation for loss or damage to someone else’s property caused by a motor vehicle accident, which is partly or fully Your fault. This cover will apply if Your legal liability for loss or damage to someone else’s property arises out of the use of:

- Your Vehicle; and/or
- a caravan or trailer towed by Your Vehicle. We will also cover the legal liability for loss or damage to someone else’s property of:
- any person who is driving, using or in charge of Your Vehicle with Your permission;
- a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;
- Your employer, principal or partner arising from Your use of Your Vehicle

#### We will not cover legal liability:

- when the loss or damage occurs to Your own property, Your spouse’s or de facto’s property or to property which is in Your possession, custody or control; or
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability.

#### No cover for legal liability after a Total Loss

On the date We confirm that We will pay Your claim for the Total Loss of Your Vehicle, all cover under the policy in respect of that vehicle will cease.

### Additional cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving the vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

- driving or being in charge of Your Vehicle or a substitute vehicle,
- goods being carried by or falling from Your Vehicle or a substitute vehicle,
- loading or unloading Your Vehicle or a substitute vehicle.

We will also cover the legal liability of a passenger traveling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver driving or in charge of Your Vehicle with Your consent.

#### We will not pay:

1. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - statutory or compulsory insurance policy or any statutory or compulsory insurance, or compensation scheme or fund, even if the amount recoverable is nil.
2. any amount of a claim over that recoverable under any:
3. if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - insure Your Vehicle,
  - register Your Vehicle, or
  - comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
4. for legal liability to any:
  - person driving or in charge of Your Vehicle,
  - of Your employees, or
  - member of Your Family.
5. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
6. unless You or the person claiming under this section have notified Us of a claim under this section within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.
7. for legal liability caused by or arising from an intentional act by You or any other person.
8. any amount of exemplary, punitive or aggravated damages.

9. if Your Vehicle is outside of Australia at the time of loss or Accident.

### Maximum amount payable

The maximum amount We will pay in total for all claims under this policy for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$20,000,000.

### Additional benefits We will pay

Unless We have stated differently under one of the additional benefits listed below, any payment We may make under this section will be paid in addition to any amount payable for the damage to Your Vehicle or any amount payable under legal liability.

#### 1. Legal costs

Provided We agree in writing, We will pay for all legal costs and expenses in defending any court proceedings which may arise from accidental loss, damage or liability covered by Your policy. We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

#### 2. Rental car following theft

If Your Vehicle is stolen We will arrange for You to be provided with a rental car:

- until Your Vehicle is recovered undamaged and You have been told of its location, or
- until Your Vehicle is recovered damaged and the damage is repaired, or
- until We settle Your claim by paying the agreed value or Market Value, or
- for a maximum of 14 days, whichever happens first.

We will not pay for:

- a rental car unless its hire has been arranged by Us or approved by us,
- the cost of fuel used during the rental period, or
- any accidental loss or damage to the rental car.

#### 3. Towing

Following an accident or theft of Your Vehicle, We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place, which We agree to.

#### 4. Vehicle being transported by ship

If Your Vehicle is being transported by ship within Australian waters, We will pay Your contribution for any general average and salvage charges if such maritime conditions apply.

#### 5. Re-keying and re-coding

If the keys to Your Vehicle are stolen We will pay for the replacement of Your Vehicle's keys and the necessary re-coding of Your Vehicle's locks.

The maximum amount We will pay:

- The amount by which the cost to re-key and / or re-code Your Vehicle exceeds the Policy excess payable for the claim, up to a maximum amount of \$1000 per vehicle, or maximum of \$10,000 per event, if multiple sets of keys are stolen within the insured fleet.

The benefit will only apply if:

- The theft of Your keys has been reported to the police, and the keys have not been stolen by a employee, family member, invitee or person who resides with You, and
- You are not entitled to cover under any other Policy.

### When We will not pay Your claim

We will not pay Your claim if, at the time of any accidental loss, damage or liability which results in a claim, Your Vehicle, or a substitute vehicle (or any trailer attached to the vehicle), was:

#### 1. Unlicensed driver

being driven by any person, including You, who was not licensed to drive Your Vehicle. We will not refuse Your claim if You can prove that You did not know the driver was unlicensed.

#### 2. Declined driver

being driven by a person nominated in the current schedule as a Declined Driver.

#### 3. Driver under the influence

being driven by You, or any other person:

- under the influence of any drug or intoxicating alcohol; or
- who, as a result of the accident, is convicted of driving under the influence of intoxicating liquor; or
- who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or
- who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police. We will not refuse Your claim if You can satisfy Us You had no reason to suspect that the driver was affected by alcohol or any drug.

#### 4. Overloaded vehicle

being used to:

- carry a number of passengers; or
- carry or tow a load, greater than that for which Your Vehicle was constructed.

We will not refuse Your claim if You can prove that the accidental loss, damage or liability was not caused or contributed to by its greater load or number of passengers.

#### 5. Unsafe / Unroadworthy vehicle

being used in an unsafe or unroadworthy condition. We will not refuse Your claim if You can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of Your Vehicle.

## 6. Carrying passengers for hire, fare or reward

being used to carry passengers for hire, fare or reward except under a Private pooling arrangement. If Your full time employer pays You a traveling allowance, We will not consider such an allowance as hire, fare or reward.

## 7. Motor sports events

being used in connection with any motor sport, race, time trial or was being tested in preparation for any motor sport, race or time trial.

## 8. Motor vehicle tests and experiments

being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.

## 9. Deliberate, intentional, malicious or criminal act

A deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- a. You, or any other person named in the current schedule; or
- b. any person who is acting with Your express or implied consents.

## 10. War

any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, acts of foreign enemy or popular or military rising.

## 11. Nuclear

Ionising radiation or contamination by radioactivity from:

- a. any nuclear fuel or from any nuclear waste;
- b. the combustion of nuclear fuel (including any self-sustained process of nuclear fission); or
- c. nuclear weapons material.

## 12. Loss of use

Loss or damage suffered because You cannot use Your Vehicle.

## 13. Wear and Tear (Depreciation)

Loss or damage caused by wear and tear, rust, corrosion and depreciation.

## 14. Breakdown

Loss or damage caused by mechanical, structural, electrical or computer failures, malfunctions or non-performance.

## 15. Tyres

Damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts.

## 16. Lawful seizure

Accidental loss or damage as a result of the lawful seizure of Your Vehicle.

## 17. Safeguarding Your Vehicle

Accidental loss or damage to Your Vehicle after an accident, theft or breakdown unless You have taken reasonable steps to protect or safeguard it.

## 18. Renting a vehicle

We will not pay for:

- a. any costs associated with the loan of a vehicle; or
- b. the cost of renting a vehicle

Except for those circumstances detailed in:

- a. "Additional benefits We will pay" for "Rental car following theft" on page 7 and is included in,
- b. "Additional Policy Benefits" for Rental car following an accident, which was selected by You and is included in Your "Additional Policy Benefits Schedule" provided with this document.

## 19. Failure of computer or similar equipment

Loss or damage to any machinery, equipment, part, accessory or other property which:

- a. is a computer or which contains or comprises any computer technology (including computer chip or control logic);
- b. fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
- c. arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

## 20. Personal items/property

We will not pay for the damage or loss of personal property belonging to or in the custody of You or any person entitled to cover under this policy.

Except for those circumstances detailed in:

- "Additional Policy Benefits" for Personal Items/Property Cover, which was selected by you and is in "Your Additional Policy Benefits Schedule" provided with this document.

## 21. Modifications

Cost of repairing or replacing vehicle modifications or accessories not noted in the Lease Agreement or not subsequently advised to and agreed to in writing by LeasePlan

## 22. Hazardous / Dangerous Goods

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/ or trailer, for the commercial transport of petroleum products, toxic chemicals, corrosive acids, inflammable liquids, gases, explosives, inflammable substances having a closed cup flash point below 22.7 Degrees Celsius or any other substances which form explosive mixtures with organic or other readily oxidisable materials, unless the method of transportation complies with all the relevant code, regulatory or legislative requirements (including the Australian Dangerous Goods Code), in which case We will pay no more than \$250,000 each event inclusive of any costs incurred for the clean up as a result of an insured event.

## 23. Old Damage

The costs of repairing pre-existing damage, or the costs of fixing faulty repairs, which were done before the commencement of the Policy.

## 24. Tools of trade.

- a. We will not pay for tools or items used in connection with a Business or occupation.
- b. We will not pay for liability for damage to underground services, pipes, cables or the like caused by or arising out of the use of Your Vehicle, or liability in respect of damage to any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising of the use of Your Vehicle.

If Your Vehicle comes into direct contact with overhead cables, wires or conduits, We will pay only for the repair of the direct physical damage so caused, up to a maximum of \$100,000 each event.

## 25. Fines, penalties, punitive damages

We will not pay for any fines, penalties, or aggravated, exemplary or punitive damages.

## 26. Radioactive materials

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/ or trailer, for the commercial transport of radioactive materials.

## 27. Approved fuel systems

Loss or damages caused by a fuel system, which does not comply with the relevant Australian Standard.

## 28. Hire of Your Vehicle

Your Vehicle is being used for let or hire.

## 29. Stock in trade.

Your Vehicle is in the possession of another person for the purpose of sale.

## 30. Illegal purpose

Your Vehicle is used for illegal purpose with Your consent.

## 31. Asbestos

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## 32. Terrorism

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes and does not cover death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. 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 or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (i) involves violence against one or more persons; or
- (ii) involves Damage to property; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to health or safety of the public or a section of the public; or
- (v) is designed to interfere with or to disrupt an electronic system.

This Policy also excludes and does not cover death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of Terrorism.

## Conditions of cover

### 1. Breach of conditions

Breach of or non-compliance with any Policy condition(s) by one insured named in Your Schedule will not prejudice any other named insured.

### 2. Cross liability

We agree that each person comprising the insured named in Your Schedule is considered as if that person were the only person named as the insured, and We waive Our rights of subrogation against any of those persons named as the insured.

### 3. Joint insured

A claim lodged by any one person covered by the Policy is considered to be a claim by all persons covered by the Policy.

### 4. Acquired companies

We will cover company or subsidiary company formed, purchased or otherwise acquired by You during the Period of Insurance as if they were You provided that You:

- hold a controlling interest in the company;
- advise Us of Your interest in the company no later than 14 days from the date of acquisition;
- advise Us the number of additional Vehicles insured; and
- pay Us any additional premium required.

### 5. Changes to Your insurance details – what You must tell us

You must tell Us immediately if during the Period of Insurance:

- a. if there have been any circumstances which could give rise to a claim under the policy; or
- b. the drivers of Your Vehicle change; or
- c. the place where Your Vehicle is regularly garaged/kept changes; or
- d. Your Vehicle is modified in a manner that affects its value or performance in any way; or

When We receive this information, We may:

- alter the terms and conditions of Your policy, or
  - charge You additional premium, or
  - decide not to offer to renew Your policy.
- If You do not provide the information immediately We may not pay a claim under the policy.

Before We agree to renew Your policy You must tell Us if, during the current Period of Insurance, You or any person who is a driver of Your Vehicle has:

- had any fines or penalties imposed for a traffic offence, other than a parking fine, or
- been convicted of any traffic offences, or
- had a driver's license cancelled or suspended or been disqualified from holding a driver's license for any period, or
- been responsible for causing any motor vehicle accident, or
- had any motor vehicle damaged or stolen.

For Your assistance We have provided a full explanation of Your duty of disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure" on page 3.

## 6. Keeping evidence of the value of the insured property

You should keep evidence of the value of all property covered under Your insurance policy. You should also keep evidence of the amount of any accidental loss, damage or destruction.

## 7. Prevention of loss or damage

We may not pay Your claim if You do not take all reasonable precautions to prevent injury, loss or damage, including securing Your Vehicle against unauthorised entry when it is unattended. It is a condition of this policy that Your Vehicle is kept in good repair.

## 8. GST Notice

This policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

### Sums insured

All monetary limits in this policy may be increased for GST in some circumstances (see below).

### Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- 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 pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the policy or in the schedule.

If Your sum insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our

settlement of Your claim.

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.

- Where We make a payment under this policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- Where the policy insures Business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

### Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## Making a claim

### What You must do

We may not pay Your claim if You do not act as follows:

#### 1. Do not admit liability

You must not:

- a. admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- b. offer or agree to settle any claim, without Our written consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims. If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

#### 2. Prevent further damage

You must take all reasonable precautions to prevent any further loss, damage or liability.

#### 3. Contact the police

Depending on the laws of the State or Territory in which the accident occurs, You must:

- a. contact the police if any person was injured as a result of the accident;
- b. request the police to attend the scene of the accident;
- c. go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the accident. You must contact the police immediately if Your car is stolen or maliciously damaged.

#### 4. Contact the LeasePlan Claims Manager (LCM)

If there is any accidental loss, damage or liability, which is likely to result in a claim, You must give Us immediate notice with the full details of any accidental loss, damage or anticipated or alleged liability.

You or Your representative must give the LeasePlan Claims Manager full details in the manner We request.

The process for authorising repairs to Your Vehicle is explained on this page. Under "Authorising Repairs".

Any correspondence You receive regarding the accident or event must be sent to LeasePlan Claims Manager immediately. You must advise the LeasePlan Claims Manager immediately of:

- a. any notice of impending prosecution;
- b. details of any inquest or official enquiry.

### What happens after You make a claim?

#### 1. Excess

An Excess is the amount shown in the current schedule (Certificate Of Currency), which You must pay when You make a claim under Your policy unless We state an Excess does not apply. The payment of an Excess helps to keep the cost of Your premium down by reducing the number of small claims.

##### a. Basic Excess

The basic Excess is the first amount You must pay on each claim. The amount of the basic Excess will be shown on the current schedule next to the heading "Excess".

##### b. Faultless Excess (When You do not have to pay an Excess)

You will not have to pay any Excess if:

- a. You satisfy Us that the driver of Your Vehicle at the time of the accident did not contribute to the cause of the accident; and
- b. You can supply Us with the name, address and license number of each responsible party, and
- c. You can supply the registration number of the other vehicle(s) involved in the accident.
- d. Your Vehicle was damaged while parked, and You supply Us with the name, address, license number of the responsible party and registration number of the other vehicle involved in the accident.
- e. The amount of the claim exceeds Your basic Excess under the Policy.
- f. Your basic Excess does not exceed \$2000.

#### 2. Deciding who is at fault

We/LeasePlan Claims Manager will be solely responsible for deciding whether You contributed to the cause of an accident.

#### 3. Choice of Repairer

We respect Your right to choose the repairer of Your choice or We can recommend an approved LeasePlan network repairer. We will work with the repairer to achieve the best repair outcome for You.

#### 4. Authorising repairs

- a. You cannot authorise repairs to Your Vehicle without the LeasePlan Claims Manager's prior consent.
- b. before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by us. We or Our assessor will make the necessary arrangements with You.

### 5. Spare parts, extras and accessories

If We are unable to repair the damaged part(s), We will use a new, recycled or reconditioned part(s) that will meet the requirements of the Australian Design Rules (ADR). If such part(s) are not available or appropriate, part(s) from an alternative distribution channel may be used.

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. In the event that any spare part, extra or accessory cannot be obtained immediately, We may choose to pay You the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supplying the spare part, extra or accessory.

### 6. Sublet Repairs

If Your Vehicle requires us to engage the services of a specific specialist repairer and or supplier We may sublet that component to such repairer or supplier.

### 7. Guarantee and Warranty

We will guarantee the materials and workmanship on repairs conducted by Our preferred repairer or a repairer of Your choice, where they are a member of a recognized registered industry body, for as long as You own or lease Your Vehicle.

This guarantee is non transferable.

### 8. Assist Us with Your claim

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim, which We may reasonably require. If You do not We may not pay Your claim or provide cover. If We have the right to recover any amount payable under this policy from any other person, You must co-operate with Us in any action We may take.

### 9. Our rights of recovery

- a. We have the right to recover from any person, in Your name, the amount of any claim paid under this policy and We have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance.
- b. The amount of Excess You have paid will only be refunded when We have recovered the total amount We have paid under Your claim, unless We have agreed otherwise.

### 10. Salvage of Your Vehicle when it is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or Discharge of Finance value for Your Vehicle:

- The wreckage of Your Vehicle will become Our property, and
- We will keep the proceeds of any salvage sale.

### 11. Payment of unpaid premium when Your Vehicle is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or Discharge of Finance value for Your Vehicle:

- The amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You.

### 12. No return of premium after a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or discharge if finance value for Your Vehicle, no return of premium will be made for any unused portion of the premium.

### 13. GST

We will adjust Your claims payment in accordance with the GST provision noted under "Conditions of cover", "GST Notice" on page 10.

## Other information

### Renewal procedure

Before this policy expires We will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that You check the information shown before renewing each year to satisfy Yourself that the details are correct.