



**G A R D**

# Bus and Coach Insurance

Product Disclosure Statement (PDS) and Policy Document

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## Introduction

This is the GARD Bus and Coach Insurance Product Disclosure Statement (PDS) and Policy Wording which is made up of two separate parts.

The first part contains important information about this policy to help **you** make an informed decision about whether to purchase this insurance. It gives a summary of the significant features, benefits and risks associated with this policy. This section also contains information about how **we** calculate **your** premium, how to make a complaint, **your** cooling off rights and other relevant information including other rights, terms, conditions, and obligations attaching to this policy.

The second part is **your** policy wording which details the terms, conditions, and exclusions of the policy.

The contents table at the beginning of this document will help **you** find **your** way around. **You** should read this document carefully before deciding to purchase this cover.

If **we** issue **you** with a policy, **you** will be given a **schedule** that sets out the specific terms applicable to **your** cover and should be read together with the policy and any **endorsements**.

The sections of cover **you** have chosen for **your business** are stated in the **schedule**, which forms part of **your** contract with **us**.

**Your** policy is subject to **endorsements**, which may add conditions or exclusions or make other amendments to the policy which are specific to **your business**.

Alterations in the cover required after this policy is issued will be confirmed by a separate **endorsement** and/or **schedule**. **You** should keep these with **your** policy document in a safe place in case **you** need to refer to it.

It is important that **you**:

- read and review any information **you** or **your broker** provide to **us**, including any **application** if applicable, and ensure that it is correct, complete, and free of any misrepresentation
- check that **your** policy (including any **endorsements**), the sections, **schedule**, and **sums insured** and/or **limits of liability** are those which **you** have requested
- understand the **endorsements**, general exclusions (such as the war exclusion) and the specific exclusions applying to each section, to ensure they are compatible with **your business**
- understand and comply with **your** duties under this policy.

If any part of **your** policy requires an amendment please return it for correction to **your broker**.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the policy then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal.

## About us

GARD Bus and Coach Insurance (GBCI) is a trading name of GARD Insurance Pty Ltd ABN 96 605 493 454, AFSL 479125. GBCI has developed this Bus and Coach Insurance Policy which is underwritten by the **insurers** referred to below.

GARD Insurance Pty Ltd has an authority from the **insurers** to arrange, enter into, bind, and administer this insurance for the **insurers**. They will be acting as an agent of the **insurers**, not as **your** agent.

### Our contact details are:

Level 13  
227 Elizabeth Street  
Sydney, NSW 2000  
E: [customerservice@gardbusandcoach.com.au](mailto:customerservice@gardbusandcoach.com.au)  
T: +61 1300 895 123

## About the insurer

This insurance is underwritten by Certain Underwriters at Lloyd's led by Asta Managing Agency Ltd, Syndicate 1918.

Lloyd's is the world's leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market's underwriters and brokers, Lloyd's helps to create a braver world.

The Lloyd's market does this by sharpening the insight to anticipate and understand risk, and the knowledge to develop relevant and innovative forms of insurance for customers globally.

Lloyd's offers the efficiencies of shared resources in a marketplace that covers risks from more than 200 territories, in any industry, at any scale.

Lloyd's promises a trusted partnership – helping people, businesses and communities to recover in times of need and build resilience for the future.

Lloyd's is a 330-year old start up, founded by a few brave entrepreneurs in a coffee shop. Three centuries later, the Lloyd's market continues that proud tradition – sharing risk and inspiring courage everywhere.

Lloyd's has been operating for over 150 years and is licensed to write non-life insurance and reinsurance business under the Australian Insurance Act 1973.

### Lloyd's contact details are:

Lloyd's Australia Limited  
P O Box R1745  
Royal Exchange  
NSW 1225  
T: +61 2 8298 0783

You should contact **your broker** in the first instance in relation to this insurance.

## Broker remuneration

**We** pay remuneration to insurance brokers when **we** issue, renew, or vary an insurance contract the broker has arranged or referred to **us**. The type and amount of remuneration varies and may include commission and other payments. If **you** require more information about remuneration **we** may pay **your broker**, **you** should ask **your broker**.

## Important Information

### Complaints and dispute resolution

**We** are committed to providing the best possible service to **our** customers at all times.

If **you** have any concerns or wish to make a complaint in relation to this policy, **our** services or **your** insurance claim, please let **us** know and we will attempt to resolve **your** concerns in accordance with our Internal Dispute Resolution procedure. Please contact GARD Insurance Pty Ltd in the first instance:

Complaints Officer:  
GARD Insurance Pty Ltd  
Level 13  
227 Elizabeth Street  
Sydney NSW 2000  
T: +61 2 9182 5835  
E: [complaints@gardinsurance.com.au](mailto:complaints@gardinsurance.com.au)

**We** will acknowledge receipt of **your** complaint and do **our** utmost to resolve the complaint to **your** satisfaction within ten (10) business days

If **we** cannot resolve **your** complaint to **your** satisfaction, **we** will escalate **your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
P O Box R1745  
Royal Exchange  
NSW 1225  
E: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
T: (02) 8298 0783

A final decision will be provided to **you** within thirty (30) calendar days of the date on which **you** first made the complaint unless certain exceptions apply

**You** may refer **your** complaint to the Australian Financial Complaints Authority (AFCA), if **your** complaint is not resolved to **your** satisfaction within thirty (30) calendar days of the date on which **you** first made the complaint or at any time. AFCA can be contacted as follows:

GPO Box 3, Melbourne, VIC 3001  
T: 1800 931 678  
E: [info@afca.org.au](mailto:info@afca.org.au)  
W: [www.afca.org.au](http://www.afca.org.au)

**Your** complaint must be referred to AFCA within two (2) years of the final decision, unless AFCA considers special circumstances apply. If **your** complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (UK) or **you** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **you**

The Underwriters accepting this insurance agree that:

- a) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in Australia
- b) any summons notice or process to be served upon the Underwriters may be served upon:  
**Lloyd's Underwriters' General Representative in Australia**  
**Lloyd's Australia Limited**  
**P O Box R1745**  
**Royal Exchange**  
**NSW 1225**  
who has authority to accept service on the Underwriters' behalf
- c) if a suit is instituted against any of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court

In the event of a claim arising under this insurance, notice should be given as soon as possible to:

**GARD Insurance Pty Ltd**  
Level 13  
227 Elizabeth Street  
Sydney  
NSW 2000  
T: +61 1300 895 123  
E: [claims@gardbusandcoach.com.au](mailto:claims@gardbusandcoach.com.au)

### **Cooling off period**

If **you** change **your** mind about **your** policy and have not made a claim, **you** can cancel it within twenty-one (21) days of the start or renewal date, and **we** will give **you** a full refund. If **you** cancel **your** policy in these circumstances **you** will have no cover under the policy.

To cancel the policy within the cooling off period, contact **your broker**.

**You** can also cancel **your** policy outside the cooling off period, see the "Cancellation" section.

## Duty of disclosure

### Your duty of disclosure

Before **you** enter into an insurance contract, **you** have a duty to tell **us** anything that **you** know, or could reasonably be expected to know, may affect **our** decision to insure **you** and on what terms.

**You** have this duty until **we** agree to insure **you**.

**You** have the same duty before **you** renew, extend, vary or reinstate an insurance contract.

**You** do not need to tell **us** anything that:

- reduces the risk **we** insure **you** for or
- is common knowledge or
- **we** know or should know as an insurer or
- **we** waive **your** duty to tell **us** about.

### If you do not tell us something

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

## General Insurance Code of Practice

The Insurance Council of Australia Limited developed the General Insurance Code of Practice (“the Code”) which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd’s has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the CGC go to [www.insurancecode.org.au](http://www.insurancecode.org.au).

## Goods and Services Tax (GST)

The premium payable by **you** for this policy includes an amount for GST.

When **we** pay a claim under this policy **your** GST status will determine the amount **we** pay. The amount that **we** are liable to pay under this policy will be reduced by any Input Tax Credit (ITC) that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

**You** must advise **us** of **your** correct Australian Business Number (ABN) and Taxable Percentage. Taxable Percentage is **your** entitlement to an ITC on **your** premium as a percentage of the total GST on that premium. Any GST liability arising from **your** incorrect advice is payable by **you**.

Where the settlement of a claim is less than the applicable **sum insured** or **limit of liability** or other limits applicable to this policy, **we** will only pay the GST (less **your** ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover the whole claim, **we** will only pay the GST relating to **our** share of the settlement for the whole claim.

**We** will pay the claim by reference to the GST exclusive amount of any supply made by **your business** which is relevant to the claim.

GST and ITC have the same meaning as given to those words or expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time.

### How we calculate the premium

When calculating **your** premium, **we** take a number of different matters into account.

It is important that **you** know that the premium varies depending on the information **we** receive from **you** about the risk to be covered by **us**. Using **our** experience and expertise **we** decide what factors increase **our** risk and how they should impact the premium.

The base premium **we** charge varies according to a number of factors including **your** risk profile. **Your** risk profile is based on a combination of factors that assist in determining the likelihood of a claim occurring in the **period of insurance** and the amount the claim is likely to cost **us**. The factors that make up **your** risk profile include which sections of this policy will apply, the make, model, and type of **vehicle** to be insured, the **sum insured** and/or **limit of liability**, **your** previous insurance and claims history, the location and operating radius of **your vehicles** and risk management procedures **your business** undertakes.

**Your** premium also includes amounts that take into account **our** obligation to pay any relevant compulsory government charges, taxes, or levies (for example, Stamp Duty, GST, and Emergency Services Levy) in relation to **your** policy. These amounts are shown separately on **your schedule** and form part of the total premium payable.

Minimum premiums may apply.

When **you** apply for this insurance, **you** will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the **schedule** which will be sent to **you** after **you** enter into the policy. If **you** do not pay the premium, **we** may reduce any claim payment by the amount of premium owing and/or cancel the policy in accordance with the process set out in the “Cancellation” section.

### How to make a claim

If **you** need to make a claim it is important that **you** contact **us** as soon as possible using the details below. **You** may if **you** wish also advise **your broker** to do this on **your** behalf.

GARD Insurance Pty Ltd  
Level 13  
227 Elizabeth Street  
Sydney  
NSW 2000  
T: +61 1300 895 123  
E: [claims@gardbusandcoach.com.au](mailto:claims@gardbusandcoach.com.au)

It will be helpful when reporting a claim if **you** are able to advise the policy number and brief details of the claim.

Details about making a claim are shown under the Claims Procedures section of the policy wording.

### Privacy statement

In this Privacy Statement the use of personal information includes sensitive information. A reference in this clause to “**we**”, “**us**” or “**our**” means Gard Insurance and the **insurers**.

The Privacy Act 1988 contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, store and disclose **your** personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy
- determining the terms and conditions of **your** policy
- compiling data to help develop and identify other products and services that may interest clients and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information, or templates.

**You** have given **us your** consent to collect, use and disclose **your** personal information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide the personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

**We** will protect **your** information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure, and alteration. Some of the safeguards that **we** use are firewalls and data encryption, physical access controls to **our** data centres and information access authorisation controls.

**We** disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal information to other parties and service providers such as **our** claims management partners, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** will limit the use and disclosure of any personal information provided to **us** to them to the specific purpose for which **we** supplied it.

**We** may disclose **your** personal information to **our** insurers, reinsurers, related entities, and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services, or activities **we** provide to **you**. When **we** transfer **your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **we** will protect the information as described in **our** Privacy Policy.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your** policy, or **you** may be in breach of **your** duty of disclosure, the consequences of which are set out under the Duty of Disclosure section of this policy.

**We** will notify **you** as soon as possible if **your** personal information is involved in a data breach that is likely to result in serious harm to **you**.

If **you** would like a copy of **our** Privacy Policies, would like to seek access to or correct **your** personal information, opt out or receiving materials **we** send, complain about a breach of **your** personal information or privacy or **you** have a query on how **your** personal information is collected, stored or used or any other query relating to **our** handling of **your** personal information, please contact **us**.

**You** can access a copy of **our** full Privacy Policies using the following links:

[GARD Privacy Policy](#)

[Insurer Privacy Policy](#)

## Policy features and benefits

The features and benefits of this policy depend on which section(s) of the policy **you** purchase. Please read **your** policy wording and **schedule** to understand exactly what **you** are and are not covered for and the conditions and exclusions that apply to **your** cover.

### Cover sections

There are two (2) sections of this policy:

- 1) Section 1 covers accidental loss of or **damage to your insured vehicle** (including from theft or attempted theft).
- 2) Section 2 covers **your** liability to pay compensation to third parties for accidental **damage** and/or death or bodily injury to any person caused by or arising from the use of **your insured vehicle**.

**You** can choose to insure Section 1 only, Section 2 only or both sections.

**You** are only covered for the section(s) **you** have selected if **we** have agreed to provide **you** with the cover.

### Benefits of cover available

The following is a summary of the benefits available under Section 1 – Own Damage and Section 2 – Third Party Liability.

Cover	Summary of cover available	Benefits
<b>Benefits applicable to Section 1 – Own Damage</b>		
Automatic additions and deletions	Cover for any replacement or additional registered <b>vehicles</b> acquired by <b>you</b> during the <b>period of insurance</b>	Up to \$1,000,000 any one <b>vehicle</b>
Disability modifications	Cover for costs to modify <b>your insured vehicle</b> if its driver is permanently disabled as a result of an insured event	Up to a maximum of \$10,000 any one event
Emergency mitigation costs	The authority to arrange for repair or replacement of <b>your insured vehicle's</b> windscreen and/or windows or to arrange towing in case of emergency	Reasonable costs
Employees' personal property	Cover for loss or <b>damage to your</b> employee's personal property	Up to a maximum of \$5,000 any one event
Family expenses during driver hospitalisation	Cover for transport and accommodation costs for the immediate family of <b>your employee</b> driver to visit the hospital if <b>your</b>	Up to a maximum of \$5,000 any one event

Cover	Summary of cover available	Benefits
	<b>employee</b> driver is hospitalised as the result of an accident	
Funeral expenses	Cover for funeral expenses following the death of <b>your</b> driver as a direct result of an event involving <b>your insured vehicle</b>	Up to a maximum of \$25,000 any one event
Hire vehicle costs following loss or damage (applicable to buses and coaches only)	Cover for a hire vehicle when <b>your insured vehicle</b> is <b>damaged</b> or stolen	Up to \$600 per day for a maximum of 20 days
Lease, hire purchase or financial payout	Covers the difference between the <b>market value</b> and the residual value after a <b>total loss</b>	Up to a maximum of \$40,000 or 25% (whichever is the lesser) above the <b>total loss amount</b>
Locks and keys	Cover for the cost to replace the key ignition barrel, locks, and keys of <b>your insured vehicle</b> if <b>your</b> keys are lost, stolen, destroyed or <b>damaged</b>	Up to a maximum of \$10,000 any one <b>vehicle</b> or \$50,000 any one event
Maritime liability	Cover for loss or <b>damage</b> when <b>your insured vehicle</b> is being transported by sea between Australian ports	<b>Your</b> contribution for general average
New vehicle replacement	New <b>vehicle</b> replacement where <b>your insured vehicle</b> is declared a <b>total loss</b> within three (3) years of its first registration	For <b>insured vehicles</b> within their first three (3) years of registration
Passenger's baggage	Cover for loss or <b>damage</b> to passenger's baggage following loss or <b>damage</b> to <b>your insured vehicle</b>	Up to a maximum of \$2,000 any one passenger and \$30,000 any one <b>period of insurance</b>
Redelivery costs following theft	Cover for additional costs to return <b>your insured vehicle</b> to its usual place of garaging	Reasonable costs
Redelivery	Cover for additional costs following repairs due to loss or <b>damage to your insured vehicle</b>	Up to a maximum of 100 km from normal parked address

Cover	Summary of cover available	Benefits
Removal of debris	Cover for costs incurred for the clean-up and removal of debris from <b>your insured vehicle</b> following loss or <b>damage</b>	Up to a maximum of \$100,000 any one event
Repatriation expenses	The reasonable costs for temporary accommodation or travel for <b>your</b> driver and <b>employees</b> to return to point of departure	Up to a maximum of \$7,500 any one event
Signwriting	The costs to repair or replace signwriting or fixed advertising signs or materials forming part of <b>your insured vehicle</b>	Reinstatement
Substitute vehicle	Cover for loss or <b>damage</b> to <b>your</b> substitute <b>vehicle</b> if <b>you</b> are contractually required to insure the substitute <b>vehicle</b>	<b>Market value</b> up to a maximum of \$1,000,000 whichever is the lesser
Towing costs	Cover for costs to protect and tow <b>your insured vehicle</b>	To the nearest repairer or place of safety
Two wheel and box trailers	Cover for loss or <b>damage</b> to <b>your</b> two wheel or box trailer when it is attached to <b>your insured vehicle</b>	Up to <b>market value</b> or \$5,000 whichever is the lesser

#### Benefits applicable to Section 2 – Third Party Liability

Authorised drivers	<b>Your</b> liability for any driver not otherwise insured while driving <b>your insured vehicle</b> with <b>your</b> permission	Up to the <b>limit of liability</b>
Automatic additions and deletions	<b>Your</b> liability for any additional or replacement <b>insured vehicle</b> acquired, purchased, leased, borrowed, or hired by <b>you</b> during the <b>period of insurance</b>	Up to the <b>limit of liability</b> for a maximum of 30 days from the date of purchase or commencement of lease
Conditional registration	<b>Your</b> liability for <b>your</b> unregistered <b>vehicle</b> with appropriate temporary or conditional permit or registration	Up to the <b>limit of liability</b>

Cover	Summary of cover available	Benefits
Dangerous goods	<b>Your</b> liability for accidental <b>damage</b> to third party property caused by transport of <b>dangerous goods</b>	Up to a maximum of \$1,000,000 any one event
Hook liability	<b>Your</b> liability if a third party's <b>vehicle</b> in <b>your</b> possession or control is <b>damaged</b> while being towed, carried, lifted, or lowered by <b>your insured vehicle</b>	Up to \$500,000
Employer's and principals liability	<b>Your</b> employer or principal's liability due to or caused by use of <b>your insured vehicle</b>	Up to the <b>limit of liability</b>
Legal costs	<b>Your</b> legal costs in defending <b>your</b> legal liability following an accident involving <b>your insured vehicle</b>	In addition to the <b>limit of liability</b>
Passengers	<b>Your</b> liability for <b>damage</b> to property caused by any authorised passenger in or on or getting into or out of <b>your insured vehicle</b>	Up to the <b>limit of liability</b>
Pollution and clean-up costs	<b>Your</b> liability to clean up or pay clean up costs following pollution or contamination of water, land or the atmosphere following an event covered by this policy	Up to a maximum of \$1,000,000 any one event
Principal's liability	<b>Your</b> legal liability for any <b>vehicle</b> not owned by <b>you</b> while that <b>vehicle</b> is being used in connection with <b>your business</b>	Up to the <b>limit of liability</b>
Substitute vehicle	Accidental <b>damage</b> to a third party's property caused by <b>you</b> driving a <b>vehicle</b> not belonging to <b>you</b> while <b>your insured vehicle</b> cannot be used because it is undergoing repairs or service	Up to the <b>limit of liability</b>

### **Significant risks**

This policy may not match **your** expectations, for example, because an exclusion applies. **You** should read the PDS and the policy wording carefully. Please ask **your broker** if **you** are unsure about any aspect of this policy.

### ***The policy does not cover certain things***

There are certain restrictions or exclusions that limit the cover **we** provide. These can be found in the policy wording. Please refer to the exclusions in the General Exclusions section of the policy wording as well as the exclusions detailed in each cover section of the policy.

### ***Your sum insured may not be adequate***

It is important that **you** declare to **us** a **sum insured** for each **insured vehicle** to be covered under this policy that reflects the **market value** of each **insured vehicle**.

If **you** do not, **you** may not be adequately covered as **our** liability is limited to:

- a) the **sum insured** specified in the **schedule** for each **insured vehicle** which is the amount **you** declare to **us** for each **insured vehicle** or
- b) the **market value** of **your insured vehicle** at the time of loss of or **damage** to **your insured vehicle**

whichever is the lesser.

## Policy Wording

### Our agreement with you

**Your** policy is an agreement between **you** and **us**, made up of:

- this policy wording
- any applicable supplementary product disclosure statement (SPDS)
- **your schedule**, which sets out the cover **you** have chosen and any terms specific to **you**.

The cover under this policy is provided during the **period of insurance** once **you** have paid **your** premium to **us**. There are also:

- conditions and exclusions that apply to specific covers or sections
- general exclusions that apply to any claim **you** make under this policy
- general conditions that set out **your** responsibilities under this policy
- claims procedures that set out **our** rights and **your** responsibilities when **you** make a claim and
- other terms that set out how this policy operates.

### Excesses

**You** must pay any **excesses** that apply to **your** claim. The **excesses** that **you** have to pay are set out in this policy wording or on **your schedule**.

The amount of the **excess** on each **insured vehicle** may differ depending on a number of factors including:

- **vehicle** type and value
- the State or Territory where **you** operate
- **your** claims experience
- the age, experience and driving history of **your** drivers.

**We** may decide to waive payment of an **excess** where **your insured vehicle** has been involved in a collision with another **vehicle**. For the waiver to apply:

- you must satisfy **us** that the claim involves a collision with another **vehicle**, and **we** are satisfied the collision that gave rise to the claim was totally the fault of the driver of another **vehicle** and
- **you** tell **us** the registration number of the other **vehicle** and the full name, details, and address of the other driver and
- the amount of **your** claim exceeds the applicable **excess** under the policy.

**We** give this benefit only if **we** are legally allowed to recover the amount of any loss including any applicable **excesses** from the third party.

Where the driver of the other **vehicle** disputes who was at fault, **you** may be required to pay any **excess** which applies but **we** will refund it if **we** are successful in establishing that the other driver was at fault.

In order for **us** to resolve whether **you**, or another person, were at fault, **we** may request additional information, for example, witness statements or photographs, and consider any laws, bylaws or rules that may apply to the claim's circumstances. If **we** are unable to determine who was at fault, the **excess** is payable.

### **How much we will pay**

The most that **we** will pay for a claim is the **sum insured** or **limit of liability** that applies to the cover or section that **you** are claiming under, less any **excess** that applies.

### **Types of cover**

**We** offer three (3) different types of cover as described below. The type of cover **you** have selected is shown on the **schedule**:

- 1) **Comprehensive**  
Both section 1 and section 2 of this policy will operate
- 2) **Own damage only**  
Only section 1 of this policy will apply. Section 2 of the policy wording does not apply
- 3) **Third party property damage only**  
Only section 2 of this policy will apply. Section 1 of the policy does not apply.

## General Definitions

Words used in this policy that appear in **bold** have a special meaning. Whenever the following words are used in this document and appear in **bold** they mean what is set out below.

Where other words and terms are only used in one section of this policy, **we** will describe their meaning in that section.

**Ancillary insured vehicle** means any **insured vehicle** that is not a **bus** or a **coach**.

**Bus** means any passenger carrying **vehicle** defined as a bus in accordance with State and Territory transport standards.

**Broker** means the broker who arranged this insurance on **your** behalf.

**Coach** means any passenger carrying **vehicle** defined as a coach in accordance with State and Territory standards.

**Damage** means physical loss or destruction.

**Dangerous goods** means substances that are shown in the Australian Code for the Transport of Dangerous Goods by Road and Rail as per each respective State or Territory in which **your** business operates.

**Endorsement** means a change in the terms and conditions of this policy that can extend or restrict cover.

**Excess** means the first amount of each claim that **you** must pay when **you** make a claim under this policy unless **we** state that an excess does not apply. The amount of the excess is shown in **your schedule** and will apply separately to each **insured vehicle** and each claim on that **insured vehicle**.

**Insured vehicle** means any **vehicle** (including all accessories, but only whilst attached to, on or in such **vehicle**) that:

- a) is owned, hired, leased, rented, loaned, borrowed, or used by **you** and
- b) is specified in the **schedule of insured vehicles**.

**Insurer** means the insurers stated on the **schedule**.

**Limit of liability** means the amount specified in **your schedule** as the maximum amount that **we** will pay as compensation for **your** legal liability.

**Market value** means the cash value of a **vehicle** of the same age, type, and condition as **your insured vehicle**, immediately before the loss or **damage**, but excluding costs and charges for vehicle registration, compulsory third-party insurance, stamp duty transfers and any dealer warranty costs.

**Period of insurance** means the period shown in the **schedule**, which specifies the start and end dates of this insurance contract.

**Registered insured vehicle** means any **insured vehicle** that is registered for use on a public road in accordance with the laws of any State or Territory.

**Schedule** means the document that **we** give **you** that forms part of this policy and specifies details including which sections are covered, the period of cover, **sums insured** or agreed values (if applicable), **excesses**, any agreed amendments or **endorsements** to this policy.

**Schedule of insured vehicles** means the list of **insured vehicles** detailed in, attaching to, or forming part of the **schedule**.

**Sum insured** means the amount (exclusive of GST) specified against each of **your insured vehicles** in **your schedule** or in other documents forming part of **your** policy.

**Total loss** means **your insured vehicle** is:

- a) so badly **damaged** that it would not be either safe or economical for **us** to repair.
- b) stolen and not recovered within fourteen (14) days of the theft being reported to police.

The maximum **we** will pay is the **sum insured** or **market value**, whichever is less.

**Total loss amount** means the **market value** (immediately before the time of loss or **damage**) or **sum insured** of **your insured vehicle**, whichever is the lesser.

**Vehicle** means any type of machine on wheels or self-laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine. The **vehicle** is described on the **schedule of insured vehicles**.

**We / our / us** means the **insurer** and GARD Insurance Pty Ltd trading as GARD Bus and Coach Insurance acting as an agent for the **insurer**.

**You / your / yours / insured** means the person(s), companies or firms named on the **schedule** as the Insured.

## General Conditions

There are conditions set out in this General Conditions section, in the Claims Procedures section and under each particular cover section. When making a claim **you** must have met and then continue to comply with the conditions of **your** policy.

If **you**, or someone covered under **your** policy, do not meet these conditions, or make a fraudulent claim **we** may:

- refuse to pay **your** claim or
- adjust what **we** pay for **your** claim or
- cancel **your** policy.

The course of action **we** take when **you** fail to follow a condition will be considered in each circumstance based on what impact or effect **your** failure to comply caused or contributed to the claim or **our** decision to issue **your** policy.

### Accidents or losses that affect your premium

If **we** invite **you** to renew **your** policy, **we** will send **you** a renewal invitation. If **you** make any changes to **your** policy after **we** send **you our** renewal invitation and **we** have agreed to continue to cover **you**, **we** will send **you** an updated renewal invitation. **You** will need to pay **us** any additional premium to make sure **your** cover is not affected.

If **we** send **you** a renewal invitation and the premium does not take into account a claim on **your** policy, **you** agree to pay **us** any additional premium **we** would have charged if **we** had known about that claim.

If **you** tell **us** about the claim before **your** renewal takes effect and **we** agree to continue to cover **you**, **we** may apply specific conditions to **your** policy and/or recalculate **your** renewal premium and send **you** an updated renewal invitation.

If **your** policy has already renewed, **we** may ask **you** for an additional premium. If **you** have already paid **your** renewal premium in full, **you** will need to pay **us** any additional premium to make sure **your** cover is not affected. If **you** do not pay the additional premium by the due date **we** may reduce the **period of insurance** in proportion to the amount due.

If it was reasonable in the circumstances for **you** to be unaware that **you** had a claim until after **we** had issued **your** renewal invitation, **we** will not ask **you** to pay the additional premium for that renewal period however the claim may affect **your** future renewal premiums and/or future policy conditions.

### Assignment

**You** cannot give anyone else an interest in this policy without **our** prior written consent.

### Breach of conditions

Breach or non-compliance with any policy condition(s) by one **insured** named in **your schedule** will not prejudice any other named **insured**.

## Cancellation

**You** can cancel this policy at any time by telling **us**. If there are other people named as the **insured** on **your** policy, **we** may rely on a request from one **insured** to cancel **your** policy.

**We** may cancel **your** policy in any of the circumstances permitted by law, including if:

- **you** fail to pay the premium by the due date
- **you** told **us** something that **you** knew to be incorrect or untrue when **you** applied for, changed, or renewed **your** insurance
- **you** do not comply with **your** policy's terms and conditions
- **you** make any fraudulent claims.

**We** can also cancel **your** policy if **your** circumstances change and no longer fall within **our** underwriting rules.

If **we** cancel **your** policy, **we** will notify **you** or **your broker** in writing using the address (including an electronic address) last known to **us**.

If **you** have paid **your** premium and **your** policy is cancelled **we** will refund the proportion of premium for the remaining **period of insurance**, less any non-refundable government fees, duties, or charges, unless **you** have made a claim under this policy, and **we** have agreed to cover it.

## Changes to your insurance – what you must tell us

**You** must tell **us** as soon as possible if any of the information on **your schedule** is incorrect or has changed. For example, **you** must tell **us** if:

- any **insured vehicle** is replaced or sold
- there is a change in the ownership of any **insured vehicle**
- the address where any **insured vehicle** is usually kept changes, including changes to where it is usually stored
- there is a change to how any **insured vehicle** is used
- **you** want to add or remove an optional benefit
- **you** plan to modify an **insured vehicle** from the manufacturer's specifications to improve its performance, but only if the **insured vehicle** is a sedan, station wagon, panel van, 4x4 or a goods carrying **vehicle**
- a non-standard accessory has been added.

When **you** tell **us** about a change or request a change to **your** policy, **we** will assess the changes to the risk in accordance with **our** underwriting rules and processes. **We** may:

- propose changes to the terms and conditions of **your** policy or
- charge **you** an additional premium or
- cancel the policy if there is a change and **we** cannot reach agreement with **you** on altered terms and conditions or premium, or **we** are no longer prepared to cover **you** because there has been a material change to the risk or
- decide not to offer to renew the policy.

If **you** do not tell **us** about the change as soon as reasonably possible, **we** may refuse or reduce a claim under **your** policy to the extent that **we** are prejudiced by the delay or failure to provide this information.

### Cross liability

Where the **insured** consists of more than one legal entity then all parties are insured separately (as though a separate policy had been issued to each person/entity). However, this does not increase the amount of cover available under this policy.

### Governing law

All disputes arising out of or under this policy will be subject to determination by any Court of jurisdiction within the Commonwealth of Australia according to the law applicable to the jurisdiction.

### Other insurance

**You** must tell **us** about any other insurance that will or may, whether in whole or part, cover any loss, **damage** or liability covered under this policy.

If at the time of any event giving rise to a claim under this policy there is any other insurance or indemnity covering the same loss, **damage**, or liability **you** must tell us about the existence of the other insurance or indemnity and **you** must provide all reasonable assistance to **us** that **we** may require relevant to that insurance.

### Other interests

**You** must tell **us** of the interest of all parties (for example, financiers, lessors, or owners) who will be covered by **your** policy. **We** will protect their interests only if **you** have told **us** about them and **we** have noted them on **your schedule**.

Any person whose interests **you** have told **us** about and **we** have noted on **your schedule** is bound by the terms of **your** policy in relation to any claim they make.

### References to legislation

A reference to any statute, regulation or subordinate legislation in this policy includes any amendment, replacement, successor or subsequently enacted equivalent statute, regulation, or subordinate legislation.

### Several liability

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

### **Waiver of subrogation**

**We** will not seek recovery between the person(s), companies or firms named in the **schedule** as the **insured**.

## General Exclusions

These are the general exclusions that apply to all parts of this policy. There is no cover under this policy, and **we** will not pay for:

### Cyber loss

claims, loss, cost, **damage**, injury, death, or liability that is caused by, or arises from or in connection with a **cyber incident**.

However, **we** will cover physical loss of or **damage** to **your insured vehicle** resulting from:

- a) **damage** to, failure of or unavailability of its electrical systems
- b) loss of, corruption of or loss of access to electronic data

caused by a **cyber incident** if such loss is otherwise covered by this policy.

**Cyber incident** means:

- a) an unauthorised or malicious act
- b) malware, virus, hacking, denial of service or similar mechanism
- c) programming or operator error by **you** or anyone else

affecting access to, use of or operation of any of **your insured vehicle's** electrical systems or causing loss or, corruption of or loss of access to electronic data.

### Driving under the influence of drugs or alcohol

loss or **damage** to, or any liability arising from **your insured vehicle** being driven by or being in the charge of or in control of **you** or any other person:

- a) under the influence of any drug or of intoxicating liquor to such an extent as to be:
  - i) incapable of having proper control of **your insured vehicle**
  - ii) at or above the concentration of drugs or alcohol that is prescribed under the law of the State or Territory in which the loss or **damage** occurs, and which is present in the breath, blood, urine, or oral fluid of the person in control of or driving **your insured vehicle**
- b) who fails or refuses to
  - i) provide a specimen or sample of their breath for analysis by a breath analysing instrument
  - ii) provide a specimen or sample of their blood for a laboratory test or blood test
  - iii) provide a specimen or sample of oral fluid or urine for a laboratory test or other analysis
  - iv) undergo an assessment of drug impairment or
  - v) comply with a direction or requirement of a member of the police force or other authorised person to provide a specimen or sample for i), ii), iii) and iv) above here the specimen or sample is sought or assessment undertaken or the direction is made to ascertain the impairment or concentration of drug or alcohol in a person's breath, blood, urine, or oral fluid.

However, if the driver was another person **you** allowed to drive **your insured vehicle**, **we** will cover **you** (but not the driver) if **you** were not aware that **your insured vehicle** was being driven by or in charge of that person when they were impaired.

### Evading police

any loss, **damage** or liability caused when **you** or any of **your** partners or directors are:

- a) evading police apprehension or
- b) endeavouring or attempting to evade police apprehension.

### Financial loss and non-financial loss

any financial or non-financial consequential loss related to **damage to your insured vehicle** such as:

- a) lost profits or income because **you** cannot use **your insured vehicle**
- b) any diminished value of **your insured vehicle** after it has been repaired
- c) **your insured vehicle's** working life has been reduced or
- d) loss due to a delay in repairs because a part is not readily available.

### Intentional act

loss of or **damage** to or liability arising from an intentional act by **you** or anyone acting with **your** consent .

### Lawful seizure

any loss or **damage to your insured vehicle** due to it being legally seized or repossessed.

### Laws impacting cover

any claim, or provide any cover or any benefit under this policy to the extent that it is unlawful for **us** to do so.

### Load or number of passengers in excess of design capacity

loss of or **damage to your insured vehicle** or liability if **you**:

- a) carry or tow a load or
- b) carry a number of passengers

in excess of that for which **your insured vehicle** was designed. However, **we** will cover **you** if the loss, **damage**, or liability was not caused by or contributed to by any such greater load or number of passengers.

### Racing / testing

loss of or **damage to your insured vehicle** or liability whilst **your insured vehicle** is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, pace-making, hill climbing or reliability trials, other than reliability trials for resale purposes on public roads.

### Sanctions

any claim or provide any cover or benefit under this policy to the extent that to do so may expose **us** to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanction, laws, or regulations of the European Union, United Kingdom, United States of America or Australia.

### Theft by you or your partners, directors, or employees

loss of or **damage** to **your insured vehicle** or liability arising from theft by **you**, **your** partners or directors, or **your** employees acting in the course of their employment.

### Unlicensed drivers

any loss of or **damage** to **your insured vehicle** or any liability if **your insured vehicle** is being driven by any person that is not licensed under any relevant law to drive such an **insured vehicle**. However, this exclusion will not apply in relation to movement of **your insured vehicle** within **your** premises for the purpose of servicing, repair, or maintenance.

### Unsafe vehicles

any loss of or **damage** to **your insured vehicle** or any liability if **your insured vehicle** is used in an unsafe or unroadworthy condition and that condition caused or contributed to the loss, **damage**, or liability. However, this exclusion will not apply if **you** could not reasonably have known about the unsafe or unroadworthy condition of **your insured vehicle**.

### Vehicles on rails

- a) loss of or **damage** to any **insured vehicle** or
- b) any liability in respect of or in connection with or arising out of the ownership, operation, or use of any **insured vehicle**

that runs on rails or that is not designed to run solely on solid ground.

### Waived recovery rights

any loss, **damage**, or liability where **you** would have been entitled to recover damages or seek contribution from another party but for **your** agreement to release or waive recovery rights against that party for the whole or part of the loss, **damage**, or liability.

### War, terrorism, radioactivity and nuclear perils

any loss, **damage**, destruction, death, injury, illness, liability, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from 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:

- 1) war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war is declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, or usurped power or
- 2) any act(s) of terrorism. 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 of the day or de facto or 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 or 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) of the day or de facto, and which:
  - a) involves violence against one or more persons or
  - b) involves **damage** to property or
  - c) endangers life other than that of the person committing the action or
  - d) creates a risk to health or safety of the public or a section of the public or

- e) is designed to interfere with or to disrupt an electronic system
- 3) 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 1), 2) or 3) above.

## Section 1 – Own Damage

Your **schedule** will show **you** if this cover applies.

### What is covered

We cover **you** against any accidental loss or **damage** (including from theft or attempted theft) to **your insured vehicle** occurring during the **period of insurance** depending on the type of cover **you** have selected.

### What we pay

#### *Basis of settlement*

If **your** claim is accepted, depending on the type of claim, **we** will either repair, reinstate or pay the amount of the loss of or **damage** to **your insured vehicle**, provided that the maximum amount that **we** pay does not exceed:

- a) the **market value** of **your insured vehicle** at the time of loss or **damage** or
- b) the **sum insured**

whichever is the lesser amount.

If it is necessary to repair **your insured vehicle** to a better condition than it was in before the loss or **damage**, then **we** may ask **you** to contribute the additional amount to repair it to the better condition. If this is necessary, **we** will talk to **you** before and agree with **you** how **you** would like to proceed.

#### *Financier*

If **your insured vehicle** is security for any finance agreement then:

- a) **we** have the right to make claim payments to the financier and
- b) any payments made to the financier will satisfy **our** obligation to **you** under this policy for the amount paid.

#### *Our parts policy*

**We** are entitled to replace **damaged** parts with new, recycled, reconditioned or quality non-genuine parts that:

- are consistent with the age and condition of **your insured vehicle**
- do not affect the safety or the structural integrity of **your insured vehicle**
- comply with the vehicle manufacturer's specification and applicable Australian Design Rules
- do not adversely affect the post repair appearance of **your insured vehicle** and
- do not void the warranty provided by the vehicle manufacturer.

If **your insured vehicle** needs any parts that are not available in Australia and **we** agree to them being obtained outside Australia, the maximum **we** will pay is:

- the overseas list price for those parts plus
- the cost of surface transport and
- landing costs.

However, **we** will not be liable for more than the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time **we** settle the claim.

### **Salvage**

**We** are entitled to obtain and keep any items or materials salvaged or recovered after **we** pay a claim by replacing or paying to replace any items or materials. **We** may sell the items or materials and keep the proceeds.

If **your insured vehicle** is declared a **total loss** and **we** pay according to the cover provided by this policy, **you** must allow **us**, if **we** require, to take possession of **your damaged insured vehicle**. If **we** do not take possession of **your damaged insured vehicle**, **you** cannot abandon **your** responsibilities for it.

### **Additional benefits**

**We** give the following additional benefits automatically following loss or **damage** to **your insured vehicle**. Cover provided under these additional benefits is subject to the terms, conditions, and exclusions applicable to this policy.

#### **Automatic additions and deletions**

**We** will cover **you** for any additional or replacement **vehicle** of a similar type and nature to an **insured vehicle** that **you** purchase or lease during the **period of insurance** for a maximum of thirty (30) days from the date of purchase or commencement of lease.

The maximum **we** will pay for each additional or replacement **insured vehicle** is one million dollars (\$1,000,000) or the **market value** whichever is the lesser amount.

If **you** give **us** details of any new or replacement **vehicle** within thirty (30) days of its purchase or lease, **we** will cover it for the remainder of the **period of insurance**, as long as it is acceptable to **us**, and **you** pay any additional premium that **we** may require.

If **you** do not advise **us** within thirty (30) days of purchase or lease then no cover is available.

#### **Disability modifications**

**We** will pay up to ten thousand dollars (\$10,000) for the reasonable costs incurred to modify **your insured vehicle** or **your** driver's own private **vehicle** if **your** driver is permanently disabled as a result of an accident involving **your insured vehicle**.

#### **Emergency mitigation costs**

**We** will pay for the repair or replacement of **your insured vehicle's** windscreen and/or windows, or the reasonable cost of towing **your insured vehicle** to the nearest repairer or place of safety, or to any other place that **we** agree with **you**.

#### **Employees' personal property**

**We** will cover the loss or **damage** to personal property belonging to **your** employee following loss or **damage** that is covered by this policy, provided that the maximum amount **we** will pay is limited to five thousand dollars (\$5,000) any one event.

### **Family expenses during driver hospitalisation**

If the employee driver of **your insured vehicle** is hospitalised as a result of an accident, **we** will pay the transport and accommodation costs, within Australia only, incurred by the employee driver's immediate family to attend the hospital.

The most **we** will pay under this benefit is to five thousand dollars (\$5,000) for any one event.

### **Funeral expenses**

If **your** driver sustains a fatal injury as a result of an accident in an **insured vehicle**, whether or not death occurs at the time of the loss, **we** will pay for expenses associated with the funeral including travel costs within Australia for the deceased driver or any member of the deceased driver's immediate family to attend the funeral.

The most **we** will pay is twenty-five thousand dollars (\$25,000) for any one event.

### **Hire cost of replacement vehicle following loss or damage**

(Applicable to **buses** and **coaches** only)

If **your insured vehicle** is a **bus** or a **coach** and is stolen, or becomes unroadworthy because of any accident **we** have agreed to cover, **we** will pay up to six hundred dollars (\$600) per day for a maximum of twenty (20) days towards the hire of a replacement **vehicle** until **your insured vehicle** is repaired or recovered, provided that a replacement **vehicle** is not available from within **your** fleet.

This additional benefit does not apply to **ancillary insured vehicles**.

### **Lease, hire purchase or financial agreement payout**

If:

- **we** have assessed **your insured vehicle** as a **total loss**
- it is subject to a lease, hire purchase or other financial agreement through a financial institution directly related to financing of the **insured vehicle** purchase and
- the payout amount exceeds the **total loss amount**

**we** will pay:

- the agreed **total loss amount** plus
- an amount being the lesser of forty thousand dollars (\$40,000) or twenty-five percent (25%) of the **total loss amount**

provided that:

- this amount and the **total loss amount** do not exceed the financial payout figure
- any payment over the agreed **total loss amount** does not include any amounts that are in arrears at the time of the loss
- any additional payment over and above the agreed **total loss amount** will include any discounts applicable for full payment of the financial contract.

### **Locks and keys**

If the keys to **your insured vehicle** are lost, stolen, destroyed or **damaged**, or if there are reasonable grounds to believe that the keys may have been duplicated, **we** will pay for the costs of replacing the key ignition barrel and all locks and keys.

The most **we** will pay is ten thousand dollars (\$10,000) any one **vehicle** and fifty thousand dollars (\$50,000) in total for any one event. **We** will not apply an **excess** as long as no other loss or **damage** has occurred to **your insured vehicle**.

### **Maritime liability**

**We** will cover **you** for **your** contribution for **your insured vehicle** if general average is declared whilst **your insured vehicle** is being transported by sea between places in Australia.

General average is declared when goods or cargo are thrown overboard, or other steps are taken to safeguard the vessel and the remaining property on the vessel. All cargo owners share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo including claims costs incurred by cargo owners.

### **New vehicle replacement**

**We** will replace **your insured vehicle** with a new **vehicle** of the same configuration where it is available in Australia and:

- a) **your insured vehicle** is a **total loss** and
- b) **you** purchased it new from the manufacturer or their dealer, or as a demonstrator model and
- c) **your insured vehicle** is less than thirty-six (36) months old from when it was first registered and
- d) where **your insured vehicle** is financed, **your** financier has given **us** written consent.

If a new replacement **vehicle** is not available in Australia, **we** will replace **your insured vehicle** with the nearest equivalent **vehicle** that is available in Australia. If **we** cannot agree on a replacement **vehicle**, **we** will pay **you** the amount it would cost to buy a new **vehicle** the same as, or a near equivalent of, the **insured vehicle** which needs replacing.

**We** also pay the registration and the cost of compulsory third party insurance for the period registered. the most **we** will pay is twelve (12) months stamp duty and dealer charges on the new **vehicle** less any refund of registration fees or stamp duty applicable to the **insured vehicle** that is a **total loss** payable to **you**.

Where **your insured vehicle** does not meet all of the criteria above, all **total loss** claims will be settled on the declared **sum insured** or the **market value** at the time of the loss or **damage**, whichever is the lesser.

Where **you** choose to insure the replacement **vehicle** with **us** and **we** accept the risk, **we** will charge **you** a pro rata premium from the date of acceptance to the expiry date of the policy.

### **Passenger's baggage**

If **your insured vehicle** is a **bus** or a **coach** and **we** have agreed to pay a claim under section 1 of this policy for:

- a) loss of or **damage** to **your insured vehicle**, other than from theft or attempted theft or
- b) loss of or **damage** to **your insured vehicle** as a result of theft or attempted theft following forcible entry to **your** securely locked **insured vehicle** and
- c) **your** passenger's baggage is **damaged** or stolen from within **your insured vehicle** because of either a) or b) above

**we** will either replace or repair or pay the cost of repairing or replacing the passenger's lost or **damaged** baggage.

The most that **we** will pay under this additional benefit is two thousand dollars (\$2,000) per passenger for any one event and thirty thousand dollars (\$30,000) in total for any one **period of insurance**.

The cover available under this additional benefit will not apply to any loss or **damage** including from theft or attempted theft:

- i) unless **you** have reported it to police as soon as **you** are aware of the loss or **damage**
- ii) to any baggage that is unaccompanied by a passenger on **your insured vehicle**
- iii) to any baggage that the passenger loaded into the luggage bins of the **bus** or **coach**
- iv) if the passenger's baggage is insured elsewhere
- v) due to wear and tear, depreciation due to age or use, climatic or atmospheric conditions or **damage** caused by vermin or insects.

**You** must pay an **excess** of two hundred and fifty dollars (\$250) for each event.

### **Redelivery**

**We** will cover **you** for the reasonable costs of returning **your insured vehicle** to its normal parked address or any other place that **we** agree to following repairs to **your insured vehicle** provided that:

- a) the repairs were required following loss or **damage** covered under this policy and
- b) the situation where **your insured vehicle** was repaired was more than one hundred (100) kilometres from **your insured vehicle's** normal parked address.

### **Redelivery costs following theft**

If **your insured vehicle** is stolen and found and there is no other loss or **damage**, **we** will cover **you** for the reasonable costs of returning **your insured vehicle** to its usual place of garaging.

### **Removal of insured vehicle debris**

**We** will cover **you** up to a maximum of one hundred thousand dollars (\$100,000) for the necessary and reasonable costs that **you** are legally liable to pay to clean-up and remove any **insured vehicle's** debris. This is limited to the **insured vehicle** itself and does not include any goods falling from **your insured vehicle**.

### **Repatriation / accommodation costs**

**We** will cover **you** up to a maximum of seven thousand five hundred dollars (\$7,500) for the reasonable costs of emergency overnight accommodation and/or returning **your** driver, and **your** other employees that were engaged on the specific tour or journey, to the point of departure, or at **your** option, to the driver's destination or any other place that **we** agree to, provided:

- a) **your insured vehicle** was more than one hundred (100) kilometres from its depot or normal place of garaging or point of departure at the time of loss or **damage** and
- b) **your insured vehicle** was being used in connection with **your** business.

### **Signwriting**

**We** will pay the reasonable costs of signwriting or fixed advertising signs or materials forming a permanent part of **your insured vehicle** following loss or **damage** to **your insured vehicle**.

### **Substitute vehicle**

**We** will cover **you** for loss or **damage** to a substitute **vehicle** being driven by **you** or **your** employee in connection with **your** business whilst **your insured vehicle** is undergoing repairs or service. **We** will cover the substitute **vehicle** as if it were an **insured vehicle** provided **you** are contractually required to insure the substitute **vehicle** for loss or **damage**.

Cover under this additional benefit only applies if one substitute **vehicle** is being used at any one time in place of **your insured vehicle** and

- a) the substitute **vehicle** is not already covered under another insurance policy and
- b) **you** do not own the substitute **vehicle**.

**We** will only pay up to the **sum insured** noted in **your schedule** for **your insured vehicle** that the substitute **vehicle** is substituting for.

### **Towing costs**

**We** will cover the costs of towing **your insured vehicle** to, plus the reasonable costs of protecting **your insured vehicle** at:

- the nearest repairer or
- a place of safety or
- any other place that **we** agree

following loss or **damage** that is covered under this policy.

### **Two wheel and box trailers**

**We** will pay for loss or **damage** to **your** two wheel or box trailer if it is **damaged** whilst it is attached to an **insured vehicle** covered under this policy.

The most that **we** will pay is the **market value** up to a maximum of five thousand dollars (\$5,000) unless **you** have declared a higher amount on **your schedule of insured vehicles**, and **we** have noted this on **your schedule**.

### **What is not covered**

In addition to the general exclusions, **we** will not pay for and there is no cover for:

#### **Additional costs due to loss or damage**

any additional costs because **you** cannot use **your insured vehicle** because of loss or **damage**.

#### **Additional damage after an accident**

any additional **damage** to **your insured vehicle** caused by, as a result of or due to **you** driving **your insured vehicle** after a collision or accident, unless **you** could not reasonably be expected to know that driving **your insured vehicle** after the collision or accident could cause additional **damage**

#### **Breakdown, faulty design, or workmanship**

loss or **damage** to **your insured vehicle** including any resultant mechanical **damage**:

- a) due to failure or breakdown of a structural, electrical, mechanical, or electronic nature or
- b) to any part of **your insured vehicle** due to faulty design or workmanship or

- c) caused by loss of oil or coolant unless whilst **your insured vehicle** is stolen or being driven by an unauthorised person.

However, **we** will cover **damage** directly caused by a collision or fire, to **your insured vehicle** resulting from such failure as detailed under a) and b) above.

***Depreciation, corrosion or wear and tear***

loss of or **damage** to **your insured vehicle** due to depreciation, gradual deterioration resulting from atmospheric conditions, wear, tear, rust or corrosion.

***Loss or damage outside Australia***

loss or **damage** to **your insured vehicle** occurring outside Australia except where **your insured vehicle** is being transported between Australian ports.

***Obsolete parts***

any amount greater than the manufacturer's list price for the supply of any part that is not available locally.

***Safeguarding your insured vehicle***

any loss or **damage** to **your insured vehicle** unless **you** have taken reasonable steps to protect **your insured vehicle**.

***Theft by hirer***

any loss or **damage** caused by theft or attempted theft of **your insured vehicle** by any hirer.

***Theft during test drive***

any loss or **damage** caused by theft or attempted theft of **your insured vehicle** whilst being test driven for sale and **you** or an employee of **yours** did not accompany the prospective purchaser.

***Tyres***

any loss or **damage** to **your insured vehicle's** tyres by the application of brakes, punctures, cuts, blowouts, bursting or any road use unless caused as a result of an accident covered by this policy.

## Section 2 – Third Party Liability

Your **schedule** will show **you** if this cover applies.

### What is covered

We will cover **your** legal liability to pay compensation for accidental **damage** to property belonging to others occurring during the **period of insurance** and caused by or arising out of **your** ownership, operation or use of any **registered insured vehicle** or any trailer or caravan attached to **your insured vehicle**, whether or not it belongs to **you**.

### Supplementary bodily injury

We will pay the amount that **you**, or any person driving, using or in charge of **your insured vehicle** with **your** permission may be held legally liable to pay by way of compensation or damages (excluding aggravated, punitive, exemplary, or multiple damages) for death or bodily injury to persons arising out of the use of **your insured vehicle** in Australia.

We do not cover legal liability for death or bodily injury to:

- a) **you** or any person driving, using or in charge of **your insured vehicle**
- b) any employee of **yours**.

We do not provide cover:

- i) if **your insured vehicle** is not registered
- ii) if **you** or any person using **your insured vehicle**:
  - A. is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme
  - B. would have been entitled to be covered under any such scheme as it existed at the commencement of the **period of insurance**, even though there may have been a change in law during the **period of insurance**
  - C. 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
  - D. would have been entitled to be covered under any such scheme had cover not been refused because **you** did not:
    - 1. register **your insured vehicle**
    - 2. apply for cover under the scheme
    - 3. comply with a term or condition of the scheme
- iii) whilst **your insured vehicle** is being loaded or unloaded, but not including passengers that are getting onto or off a **bus** licenced to carry passengers for hire, fare, or reward
- iv) if **your insured vehicle** is registered in the Northern Territory of Australia.

### What we pay

The maximum amount **we** will pay for the total of all claims arising out of any one event is the **limit of liability** shown on **your schedule**.

### **Additional benefits**

**We** give the following additional benefits automatically within the cover provided under Section 2 of this policy subject to the terms, conditions, and exclusions applicable to this policy.

The maximum **we** will pay under these additional benefits is inclusive of the **limit of liability** shown in **your schedule** unless otherwise stated.

### **Authorised drivers**

**We** will cover **you** for any person driving, operating, using or in charge of any **insured vehicle** as if they were **you** while they are driving, operating, using or in charge of an **insured vehicle**, provided they are not covered under any other insurance or statute.

### **Automatic additions and deletions**

**We** will cover **you** for any additional or replacement **vehicle** of a similar type and nature to an **insured vehicle** that **you** purchase or lease during the **period of insurance** for a maximum of thirty (30) days from the date of purchase or commencement of lease.

If **you** give **us** details of any new or replacement **vehicle** within thirty (30) days of its purchase or lease, **we** will cover it for the remainder of the **period of insurance**, as long as it is acceptable to **us**, and **you** pay any additional premium that **we** may require.

If **you** do not advise **us** within thirty (30) days of purchase or lease then no cover is available.

### **Conditional registration**

Where **your insured vehicle** or substitute **vehicle** is unregistered, but **you** have obtained appropriate temporary or conditional permit or registration to use **your unregistered insured vehicle** or substitute **vehicle** on a public road, **we** will treat the **vehicle** as **your registered insured vehicle**, but only:

- a) as long as the temporary or conditional permit or registration remains current and valid
- b) when used in full compliance with any conditions or restrictions imposed by the temporary or conditional permit or registration.

### **Dangerous goods**

**We** will cover **you** for **your** legal liability to pay compensation for accidental **damage** to property belonging to others occurring during the **period of insurance** and caused by an event in connection with or arising out of the transport of **dangerous goods** in or by any **registered insured vehicle** by **you** or on **your** behalf. Provided that the **dangerous goods** are transported in accordance with the requirements of the most recent version of the Australian Code for the Transport of Dangerous Goods by Road and Rail.

**We** will not cover **your** liability for any claim arising from or in any way connected with, the transportation of the following types of **dangerous goods**:

- a) Class 6.2 - Infectious Substances or
- b) Class 7 - Radioactive Materials

unless otherwise specified in **your schedule**. The maximum amount **we** will pay under this additional benefit is one million dollars (\$1,000,000) any one event.

### ***Hook liability***

**We** will cover **you** for **your** legal liability to pay compensation for loss or **damage** to someone else's **vehicle** whilst in **your** possession, custody or control whilst being towed, carried, lifted, or lowered by a **vehicle** insured under this policy.

The maximum amount **we** will pay under this additional benefit is five hundred thousand dollars (\$500,000) any one event.

### ***Employer's and principals' liability***

**We** will pay compensation that **your** employer, principal, or partner may be held legally liable to pay arising from accidental **damage** to someone else's property (which is otherwise covered under this section) caused by **your insured vehicle** while **you** are using it for their business, as long as it is not a use that is excluded by this policy.

### ***Legal costs***

**We** will pay **your** legal costs and expenses incurred with **our** written consent to defend or settle any claim arising from an accident involving the use of **your insured vehicle**, including costs incurred for **your** representation at any enquiry or coroner's hearing.

**We** will pay this benefit in addition to the **limit of liability** applicable to this section 2.

### ***Passengers***

**We** will cover **you** for **your** legal liability to pay compensation for accidental **damage** to property belonging to others that occurs during the **period of insurance** and is caused by any authorised passenger in, or on, or getting on or out of **your registered insured vehicle**.

### ***Pollution and clean-up costs***

**We** will cover **you** for **your** legal liability to clean up or pay clean-up costs following pollution or contamination of water, land or the atmosphere following an event covered under this policy.

The maximum amount **we** will pay under this additional benefit is one million dollars (\$1,000,000) for any one event.

### ***Principal's liability***

**We** will cover **your** legal liability to pay compensation arising from accidental **damage** to someone else's property in respect of any **vehicle** not owned or supplied by **you** or hired to **you** which is in the charge of or is being driven by a person authorised to use the **vehicle** on **your** behalf and in connection with **your** business.

### ***Substitute vehicle***

**We** will cover **your** legal liability arising from the use of a registered **vehicle** that **you** do not own but have in **your** possession as a substitute for **your registered insured vehicle** while it is undergoing repair or service. **We** will cover **your** substitute registered **vehicle** as if it were a **registered insured vehicle**.

Cover under this additional benefit only applies if one substitute **vehicle** is being used at any one time in place of **your registered insured vehicle** and

- a) the substitute registered **vehicle** is not already covered under another insurance policy and
- b) **you** do not own the substitute registered **vehicle**.

## What is not covered

In addition to the general exclusions, **we** will not pay for and there is no cover for:

### *Airside activities*

any liability arising out of the use of **your insured vehicle** airside of or at an airfield.

### *Asbestos*

any liability arising directly or indirectly from the existence, use, transportation, distribution, handling, mining and/or storage of asbestos or any material containing asbestos.

### *Contractual liability*

any liability or obligation assumed by **you** under any contract, undertaking or agreement that would not have otherwise arisen or been implied by law.

### *Dangerous goods*

any legal liability caused by, arising out of, in connection with or in respect of transportation or carriage of any **dangerous goods** (other than as provided for by the Dangerous goods additional benefit).

### *Loss or damage or death or bodily injury outside Australia*

any legal liability to pay compensation for loss, **damage** or bodily injury occurring outside Australia.

### *Pollution*

any legal liability caused by, arising out of, in connection with or in respect of pollution or contamination, other than as provided for by the Pollution additional benefit.

This exclusion will not apply where loss or **damage** arises from a sudden identifiable event that is unintended and unexpected by **you** and this event takes place in its entirety at a specific time and place during the **period of insurance**.

### *Property in custody or control*

any legal liability for **damage** to property that is:

- a) owned by **you**
- b) owned by the employee driver of **your registered insured vehicle** or
- c) in **your** possession, custody, or control.

This exclusion will not apply to:

- a) **vehicles** belonging to employees or visitors that are contained within a car park owned, operated, or provided by **you** or
- b) **premises** leased or rented to **you**.

### *Tools of trade*

any liability while **your registered insured vehicle** is being used as a tool of trade.

This exclusion will not apply when the **registered insured vehicle** is travelling, transporting, or carting goods or passengers.

### ***Underground mine***

any liability arising out of the use of **your registered insured vehicle** whilst underground in any mining activity.

### ***Unregistered vehicles***

any liability arising out of the use of any unregistered **vehicle**.

**We** will however cover **your** liability in respect of the unregistered **vehicle** provided **you** have complied with the appropriate legislative requirements and obtained necessary permits to operate the unregistered **vehicle**.

## Claims Procedures

This part of **your** policy explains how to make a claim and explains **your** obligations relating to the claims process.

### Our claims commitment to you

**We** aim to provide **you** with an efficient and easy to use claims service. To do this, **we** may use specially selected companies to deal with **your** claim on **our** behalf.

**We** will, throughout the claims process:

- act with honesty and integrity
- keep **you** informed of any significant developments regarding the status of **your claim**
- inform **you** if **we** cannot deal with any part of **your** claim and provide a clear explanation of the reasons why
- provide **you** with the highest level of customer care at all times.

Where **our** consent is required prior to incurring costs or taking other action relating to any claim, **we** will not unreasonably withhold or delay providing **you** with consent. This process protects **you** from incurring costs or taking action that is not covered by this policy.

### What you must do

If an accident happens that may give rise to a claim, **you** must:

- a) take all reasonable steps to protect or safeguard **your insured vehicle** from further loss, **damage**, or theft
- b) notify the police as soon as possible if **your insured vehicle** or any of **your** property is stolen or maliciously or intentionally **damaged** and provide details of the report to **us**. **We** may need the police report number to progress **your** claim or **our** recovery action if there is a third party who is liable for **your** loss
- c) tell **us** or **your broker** as soon as possible and complete any claim form **we** may ask **you** to complete
- d) supply **us** with all relevant information **we** reasonably require to settle or defend the claim
- e) notify **us** of any other insurance covering the same loss, **damage**, or liability
- f) provide **us** full details as soon as possible after the happening of any accident or occurrence that may become the subject of a claim under this policy
- g) send to **us** as soon as possible any letter or communication **you** receive from other parties
- h) tell **us** as soon as possible of any notice of impending prosecution or details of any inquest or official inquiry
- i) give all relevant information and reasonable assistance **we** may require to handle any claim that **you** make under this policy.

### What you must not do

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

- a) make any admission, offer, promise, payment or settlement
- b) carry out any repairs or alterations without **our** consent.

However, **you** may authorise the reasonable cost of:

- i) the fitting of an identical replacement windscreen or window glass

ii) emergency repairs

as set out in 'Additional benefits – Emergency mitigation costs'.

### Proof of claim

When **you** make a claim, **we** may ask **you** to provide certain documents to demonstrate that **you** have suffered a loss covered by this policy. **We** will tell **you** what documents **we** require. The types of documents **we** ask for depend on the situation and can include:

- police reports
- medical reports
- proof or evidence of loss or **damage**
- proof or evidence of ownership
- receipts or tax invoices confirming purchase or lease of **your insured vehicle** and any accessories
- service or repair records.

**We** will not pay any claim where the only proof or evidence of ownership is:

- a photograph
- a photocopy of any documentation
- a copy of information downloaded from the internet

unless **you** also submit a statutory declaration that supports **your** attestation that **you** are the owner of the item(s) **you** are claiming for.

### Managing your claim

If **you** suffer loss or **damage** due to an incident which someone else is responsible for, **you** may have a legal right to recover some or all of the loss or **damage** from that person, including by taking legal action against them. When **we** pay a claim under **your** policy, **we** have the right to exercise **your** legal rights in **your** name against the person responsible for the loss or **damage**.

**We** will take full control of the administration, conduct or settlement of the recovery, including any legal defence. When **we** do any of these things in **your** name, it will be at **our** expense, however **you** will need to give **us** reasonable assistance. This may include following **our** directions in relation to the conduct of any legal proceedings even after a claim has been paid. **You** must not enter into any agreement with anyone else that could limit the amount that could be recovered, including joining class action proceedings, without **our** permission.

When **we** pay a claim and some of **your** loss is not covered by **your** policy, **we** may offer to try and recover that loss for **you** when **we** take any steps to recover the covered loss. **We** can only do so if **you** agree to give **us** documents and statements that support **your** loss and agree with **us** on how **we** will handle that recovery.

**You** may also need to contribute to the associated costs if, to recover the loss for **you**, **we** need to take additional steps that **we** would not otherwise need to take.

If **we** successfully recover more than **we** paid for **your** claim under **your** policy, **we** will first keep the amount that **we** paid for **your** claim and the amounts **we** paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, **we** will pay **you** the remainder to compensate **you** for loss that was not covered. **We** will keep any remaining amounts.

If **you** have received a benefit under **your** policy that **you** were not entitled to, **we** reserve the right to recover from **you** the amount **we** have paid. If **we** decline a claim for fraud, **we** reserve the right to recover any amounts **we** pay to **you** under the policy as well as **our** reasonable administration, investigation, and legal costs from anyone at fault in relation to the fraud.

When **we** cover **you** for a legal liability claim, **we** may:

- a) arrange for a lawyer to represent **you** or **we** may act on **your** behalf
- b) attempt to settle the claim and/or
- c) defend the claim.

**We** will decide whether to defend or settle the claim and how much to pay to settle the claim.

### What can affect a claim

**We** will reduce the amount of a claim by the **excess** shown in the policy or on the **schedule**.

**We** may refuse to pay or reduce the amount of the claim if **you** breach any of the conditions of this policy, including any endorsements noted on or attaching to the **schedule**. The course of action **we** take when **you** fail to follow a condition will be considered in each circumstance based on what impact or effect **your** failure to comply caused or contributed to the claim or **our** decision to issue **your** policy.

**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:

- a) it is in any way fraudulent or
- b) any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefits under this policy.

### Choice of repairer

**We** can assist **you** in selecting a suitable repairer to repair the **damage** to **your insured vehicle**. **You** also have the right to choose **your** own repairer. In both instances **we** will work closely with the repairer to achieve the best repair outcome for **you** however **we** may require a second quotation from a repairer chosen by **us**. **We** will then choose (subject to any relevant policy limits and acting reasonably) to:

- authorise the repairs at **your** repairer of choice
- pay **you** the reasonable cost of repairing **your insured vehicle** or
- move **your insured vehicle** to a repairer **we** both agree will repair **your insured vehicle**.

Wherever practicable **we** will accommodate **your** preference if **you** have a repairer of choice, but **we** reserve the right to select another repairer, and the final decision will be **ours**.

### Repair guarantee

If **your insured vehicle** is repaired by a repairer suggested by **us**, the **insurers** guarantee the quality of those repairs for as long as **you** own or lease **your insured vehicle**.

This guarantee does not apply to **damage** due to lack of maintenance or wear and tear.

If **you** have any concerns about the repairs to **your insured vehicle** you must contact **your broker** and allow **us** to inspect **your insured vehicle** and arrange any additional repairs that **we** agree with **you** are needed. **We** will not pay for any additional repairs that **we** do not authorise.

If additional repairs are needed and it is not safe or economical to carry them out, **your insured vehicle** will be assessed as a **total loss**. If this happens after **your insured vehicle** is no longer insured with **us**, **we** will pay its **market value**, calculated at the time **your insured vehicle** is assessed as a **total loss**.

### **Total loss**

Where this policy covers more than one **insured vehicle** then this clause will only apply to the particular **vehicle** that has been treated as a **total loss**.

If **your insured vehicle** is a **total loss** and **we** pay **you** the **sum insured**, **market value** or replace **your insured vehicle**, then the policy will come to an end for that **insured vehicle** and **you** will no longer have any cover for it. This means that **you** will not be entitled to make any further claim for that **insured vehicle** under this policy and there will be no refund of any premium for any unexpired period of the policy relevant to that **insured vehicle**.

### **Preventing our right of recovery**

If **you** have agreed with or told someone who caused **your** loss, **damage** or liability covered by **your** policy that **you** will not hold them responsible, then, to the extent that **we** have been prejudiced by this act, **we** will not cover **you** for that loss, **damage**, or liability.

## GARD INSURANCE

GARD INSURANCE PTY LTD ABN 96 605 493 454 trading as GARD Bus and Coach Insurance acts as an agent for insurers, certain Underwriters at Lloyd's led by Asta Managing Agency Ltd, Syndicate 1918. GARD is authorised under a binding agreement to arrange, enter into/bind and administer this insurance on behalf of the insurers

GARD INSURANCE PTY LTD supports positive initiatives for our environment

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