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Easifleet Commercial Insurance Protect

Product Disclosure Statement & Policy Wording



ARMADA
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EASIFLEET COMMERCIAL INSURANCE PROTECT

INTRODUCTION

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

PART A - PRODUCT DISCLOSURE STATEMENT (“PDS”)

Part A of this booklet contains a Product Disclosure Statement (“**PDS**”). The **PDS** is designed to assist **You** to make informed choices about **Your** insurance needs. The **PDS** contains information about the significant features and benefits and costs of the insurance, information about how **Your** disputes may be dealt with, **Your** cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to **Your Policy**.

PART B - POLICY WORDING

Part B of this booklet contains the **Policy Wording** which sets out the terms, conditions and exclusions relating to **Your Policy**.

Please read Parts A and B of this booklet carefully.

All persons insured under the **Policy** will be issued with a **Certificate of Insurance**. The **Certificate of Insurance** sets out the specific terms applicable to **Your** cover and should be read together with this **PDS** and **Policy Wording**.

The **PDS**, **Policy Wording**, the **Certificate of Insurance**, **Application Form**, any other declarations **You** make and any endorsement, amendment or alteration to **Your** cover will form the legal contract between **You** and **Us** (“**Policy**”).

Please keep these documents in a safe place for future reference. **We** will also provide a **Master Policy Schedule** to **You**, which will also form part of **Our Policy** with **You**. Any such documents will be dated and will include a statement identifying them as part of the **Policy**.

If any major updates or corrections need to be made to the **PDS**, **Policy Wording** or **Certificate of Insurance**, a supplementary document will be provided.

If **You** require further information about the **Policy**, please contact **Your** broker or advisor.

PART A - PRODUCT DISCLOSURE STATEMENT (“PDS”)

ABOUT ARMADA UNDERWRITING PTY LTD and PROFESSIONAL RISK UNDERWRITING PTY LTD

Armada was created to specifically cater to the insurance requirements of the novated motor vehicle leasing and motor vehicle fleet insurance market.

This **Policy** is arranged and administered through Professional Risk Underwriting Pty Ltd (ProRisk) ABN 80 103 953 073 AFS Licence No. 308076. Professional Risk Underwriting Pty Ltd is an Australian underwriting agency authorised and regulated to arrange insurance in Australia. In arranging this **Policy**, ProRisk act as an agent of the **Insurer**.

This **Policy** is distributed and promoted by Armada Underwriting Pty Ltd (Armada) ABN 84 000 989 131 AFS Licence 237402.

Both **ProRisk** and **Armada** are related companies through common ownership.

HOW TO CONTACT US

Your Insurance Broker will arrange this insurance for **You**. If **You** have any questions about the **Policy**, or **You** wish to contact **ProRisk** or **Armada**, please first contact **Your** Insurance Broker for assistance.

ProRisk or **Armada** can be contacted by telephone or in writing at:

ProRisk / Armada
Level 2, 115 Bridge Road,
Richmond, VIC, 3121
Email: info@armadaw.com.au
Phone: 1300 852 739
Fax: 1800 636 221 (Attn: Armada)

ABOUT THE INSURER

The **Insurer** of the **Policy** is the HDI Global Specialty SE - Australia (ABN 58 129 395 544) and its registered address is Tower 1, Level 33, 100 Barangaroo Avenue, Sydney, NSW, 2000 Australia. The **Insurer** is regulated by the Australian Prudential Regulation Authority (“APRA”).

HDI Global Specialty SE is registered in Germany, with its registered office at Podbielskistrasse 396, 30659 Hannover, Germany with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (“BaFin”). It is authorized to carry on insurance business in Germany under the German Insurance Supervisory Act (“Versicherungsaufsichtsgesetz”).

From 1 January 2022, the **Insurer** is a signatory to the General Insurance Code of Practice (the Code). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code of Practice and Code Governance Committee (CGC) visit insurancecode.org.au.

ABOUT THIS POLICY

This **Policy** is issued to the **Fleet Manager** and each person who elects to be covered as an Insured under the **Policy**. If **You** choose to take out this insurance, the **Policy** will insure **You** in respect of loss or damage to **Your Vehicle** and third party liability arising from the use of **Your Vehicle** during the **Period of Insurance** subject to the terms and conditions of the **Policy**. Both **You** and the **Finance Company** are entitled to claim in accordance with the terms of this **Policy**. If **Your Vehicle** is the security for any **Finance Agreement** and the name of the **Finance Company** is noted on the **Certificate of Insurance**, then:

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

The limit of liability and coverage available to **You** is shown in **Your Certificate of Insurance**.

PAYMENT OF PREMIUMS

You have an option to pay premiums by monthly instalment or on an annual basis as agreed with the **Fleet Manager**. The full monthly premium is payable irrespective of which day in the calendar month that cover on **Your Vehicle** commences. For example, **You** will be liable to pay the full monthly premium for the month of January if cover for **Your Vehicle** commences in January, regardless of whether the **Policy** commences on the 1st or 31st of January. **You** will not incur any additional charges and **Your** premium will not increase if **You** choose to pay by monthly instalment.

If **You** do choose to pay **Your** premiums by monthly instalment, **Your** premium amount will be deducted on a monthly basis as agreed with the **Fleet Manager**. The **Fleet Manager** will forward **Your** premiums to **Armada** on a monthly basis, unless otherwise agreed between **Armada** and **Your Fleet Manager**.

CANCELLING YOUR POLICY

1. HOW YOU MAY CANCEL THIS POLICY

You may cancel this **Policy** at any time by telling **Us** in writing that **You** want to cancel it. **You** can do this by giving the notice to **Your Fleet Manager**.

2. HOW WE MAY CANCEL THIS POLICY

We may cancel **Your** cover under this **Policy** if **You** breach any of the following conditions of cover or otherwise where **We** are permitted by law to do so. Where **We** cancel **Your Policy**, **We** will inform **You** in writing in accordance with this **Policy** and the requirements under the Insurance Contracts Act 1984 (Cth).

If **We** cancel this **Policy**, **We** will give **You** and the **Fleet Manager** a cancellation notice. **Your** cover will cease on the date as shown on the cancellation notice that **We** provide **You**.

3. TERMINATION OF FLEET SERVICE AGREEMENT

Where **You** have chosen to pay **Your** premiums by monthly instalments, it is a condition of this **Policy** for **You** to remain in contract with **Your Fleet Manager**. If **Your Fleet Service Agreement** is terminated by **You** or **Your Fleet Manager** at any time during the **Period of Insurance**, **We** will cancel the **Policy**. **We** will not refund the premium paid in the month in which cancellation occurs and **We** will notify **You** of when cancellation will take effect. Payment of the insurance premiums by deduction will cease on termination of **Fleet Service Agreement** with **Your Fleet Manager**.

4. NON-PAYMENT OF PREMIUMS

If **You** have chosen to pay **Your** premiums by monthly instalments and **You** fail to pay an instalment for a period of one month, **We** may cancel **Your Policy**.

5. ALTERNATIVE INSURANCE ARRANGEMENTS

Unless otherwise agreed by **Your Fleet Manager** and **Armada**, **You** will need to make alternative insurance arrangements following cancellation of the cover under this **Policy** where the above conditions apply as **Your Vehicle** will be uninsured.

6. REFUND OF PREMIUM

If **You** have chosen to pay **Your** premiums on an annual basis and **Your Policy** is cancelled during the **Period of Insurance**, **We** will refund **You** the unexpired portion of the premium. **You** will not be entitled to any refund if **You** have made a claim under the **Policy** during the **Period of Insurance**.

If **You** have chosen to pay **Your** premiums by monthly instalments and **Your Policy** is cancelled, **You** will not be entitled to any refund of the monthly premiums that **You** have paid (regardless of the day on which **You** have cancelled the **Policy**).

YOUR INDIVIDUAL REQUIREMENTS

When preparing this **Policy**, neither the **Insurer**, the **Fleet Manager** nor **Armada** have taken into account **Your** individual objectives, requirements or financial position.

Armada generally distributes its products through licensed insurance brokers or advisers.

You should discuss with **Your** adviser the type of risks **You** need to insure against and the appropriate amount of cover that **You** need. Further, if **You** have any questions about the appropriateness of this product for **Your** objectives, requirements or financial position, **You** should seek advice from **Your** adviser.

If **You** wish to contact **Armada** about this **Policy**, please use the contact details given above. However, neither **Armada** nor **Your Fleet Manager** can provide **You** with personal advice as to whether the product is appropriate for **Your** objectives, requirements or financial position. They can only provide factual information or general advice about this product.

If **Your** circumstances, relevant to the risks **We** have agreed to insure, change after taking out this insurance **You** should notify **Armada** (or ask **Your** adviser to do so on **Your** behalf) as soon as possible.

POLICY BENEFITS AND FEATURES

There are 3 sections of cover under this **Policy**:

- a) Section 1 is the Own Damage Cover, which covers loss and damage to **Your Vehicle** including any **Accessories** noted in **Your Certificate of Insurance**, if **Your Vehicle** is stolen, lost or damaged due to an incident;
- b) Section 2 is the Third Party Liability Cover, which covers **Your** legal liability to third parties for property damage and bodily injury, in the event of an incident involving **Your Vehicle**; and
- c) Section 3 is the 'Additional benefits' Cover, which provides additional benefits as shown in **Your Policy Wording**.
- d) These benefits and features are described further below in the **Policy Wording**.
- e) Claims may be refused in certain circumstances. Please refer to the **Policy Wording** (Part B) which follows this **PDS** for full details of the terms and conditions of cover and exclusions that apply.

THE POLICY DOES NOT COVER CERTAIN THINGS

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

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

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

- a) damage to its tyres caused by the application of brakes, road punctures, cuts or bursting unless caused as a result of an incident covered under the **Policy** or people acting maliciously;

- b) depreciation, fair wear and tear, rust or corrosion or any loss or damage arising therefrom;
- c) failure or breakdown of a structural, electrical, mechanical or electronic nature or any loss or damage arising therefrom;
- d) faulty design or workmanship of **Your Vehicle** parts;
- e) mechanical damage howsoever caused except as a direct consequence of an accident or event covered by this **Policy** or **Your Vehicle** being driven by a thief; or
- f) incorrect fuel being utilised.

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

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

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

THE COST OF THIS POLICY

The total premium is the amount **We** charge **You** for this **Policy**. It includes the amount which **We** have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on **Your Certificate of Insurance**.

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

The following factors may have a significant impact on the calculation of **Your** premium:

- the make and model of the **Vehicle**;
- the market value of the **Vehicle**;
- the place where the **Vehicle** is usually parked and garaged; and
- the claims experience in respect of all **Vehicles** and for all drivers insured under the **Policy**.

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

APPLICABLE EXCESSES

The amount of any claim made against the **Policy** may be reduced by the amount of any **Excess(es)** and more than one **Excess** may apply in respect of any one claim.

Depending on the age or experience of the driver and the circumstances of the claim, **You** may have to contribute more than one **Excess**. If **We** accept **Your** claim, **We** will deduct the applicable **Excess** shown in **Your** current **Certificate of Insurance** from any amount **We** pay under **Your** claim. If the cost of repair is less than the applicable **Excess** no claim can be made under this **Policy**. Where further loss or damages arises from separate, subsequent or intervening cause or causes **We** will treat each such cause or causes arising in loss or damage as a separate claim and apply the further applicable **Excess** or **Excesses**. The following are the types of **Excesses** which may apply under **Your Policy**:

- Standard **Excess** – this is the first amount **You** will have to contribute to every claim **You** make under this **Policy**.
- Additional **Excesses** – the **Excesses** set out below are in addition to the standard **Excess** and accumulate with the standard **Excess** and each other if they apply.
- Age or Inexperienced Driver **Excess** – this will apply in addition to the standard **Excess** and applies where **Your Vehicle** is driven by a person:
 - under the age of 25; or
 - aged 25 or more but who has not held an Australian driver's licence for 2 or more years.

- Learner Driver **Excess** – this applies if at the time of a loss or damage a licensed learner driver is in control of the **Vehicle**. The **Excess(es)** that will apply are those that would have applied to the licensed passenger who is instructing the learner.
- Off road **Excess** – this applies if **Your Vehicle** is damaged while it is being driven on any beach or off any public road (but not including driveways and other land belonging to **You**), any applicable **Excess(es)** payable under the **Policy** will be doubled.
- Windscreen or Window Glass **Excess** – this **Excess** applies if **Your Vehicle** sustains loss or damage to a windscreen or window glass only. The first loss during the **Period of Insurance** shall be excess-free thereafter the standard **Excess** shall apply.
- Multiple Claims **Excess** – an additional amount shown on **Your Certificate of Insurance** will apply in respect of each subsequent claim after the first at fault claim made during the **Period of Insurance**.

There are some claim circumstances where an **Excess** will not apply. Please refer to the section headed 'When You will not have to pay an Excess' in Part B of this booklet for more information.

PRIVACY

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. **We** are bound by the Privacy Act 1988 (Cth), when collecting and handling **Your** personal information. **We** have developed a privacy policy which explains what sort of personal information **We** hold about **You** and what **We** do with it.

We will only collect personal information from or about **You** for the purpose of assessing **Your** application for insurance and administering **Your** insurance **Policy**, including any claims **You** make or claims made against **You**. **We** will only use and disclose **Your** personal information for a purpose **You** would reasonably expect.

We may need to disclose personal information to other entities within **Our** group, reinsurers (who may be located overseas including United Kingdom and European Union), insurance intermediaries, insurance reference bureaux, credit reference agencies, **Our** advisers, **Our** agents, **Our** administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting **Us** and them in providing relevant services and products, or the purpose of recovery or litigation. **We** may disclose personal information to people listed as co-insured on **Your Policy** and to family members or agents authorised by **You**. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. **We** will request **Your** consent to any other purpose.

By providing **Your** personal information to **Us**, **You** consent to **Us** making the disclosures set out above which require consent. This consent to the use and disclosure of **Your** personal information remains valid unless **You** alter or revoke it by giving **Us** written notice. Without **Your** personal information **We** may not be able to issue insurance cover to **You** or process **Your** claim.

You also have the opportunity to find out what personal information **We** hold about **You** and, when necessary, correct any errors in this information. Generally, **We** will do this without restriction or charge.

For further information about **Our** privacy policy or to access or correct **Your** personal information, please contact **Us** at the following address:

HDI Global Specialty SE - Australia
Tower 1, Level 33, 100 Barangaroo Avenue
Sydney, NSW, 2000 Australia.

If **You** believe that **We** have interfered with **Your** privacy in **Our** handling of **Your** personal information **You** may lodge a complaint by contacting **Us**.

We will attempt to resolve **Your** complaint in accordance with **Our** Privacy Complaints Handling Procedure. If **You** are not satisfied with the resolution of **Your** complaint or with the way that **We** have handled **Your** complaint through the Privacy Complaints Procedure, **You** may be able to refer the matter to the Office of the Australian Information Commissioner.

If **You** would like more information about **Our** Privacy Complaints Procedure please refer to the following websites:

- www.hdi-specialty.com/int/en/legals/privacy
- www.armadaunderwriting.com.au/claims-disputes
- www.prorisk.com.au/privacy-policy/

HOW TO MAKE A CLAIM

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

COMPLAINTS AND DISPUTE RESOLUTION PROCESS

We are dedicated to providing **You** with a high standard of service and **We** want to ensure **We** maintain these standards at all times. If **You** feel that **We** have not offered **You** a first class service, contact **Us** and tell **Us** and **We** will do **Our** best to resolve the problem.

You are entitled to make a complaint about any aspect of **Your** relationship with **Us** including the conduct of **Our** agents and authorised representatives. **We** will attempt in good faith to resolve any complaint/dispute in a fair, transparent and timely manner.

We aim to comply with the General Insurance Code of Practice and any relevant Australian Securities and Investments Commission (ASIC) guidelines.

If **You** have any questions or concerns about **Your** insurance or the handling of a claim **You** should, in the first instance, refer **Your** complaint or dispute to Armada Underwriting.

You can contact Armada Underwriting at:

Phone: 1300 852 739
Email: info@armadauw.com.au
Mail: Level 2, 115 Bridge Road, Richmond, VIC, 3121

If **We** do not make a decision within the period that **We** tell **You**, **We** will respond, **We** will tell **You** about **Your** right to lodge a complaint with an external dispute resolution scheme. If **You** are not happy with **Our** response, **You** can refer **Your** complaint to the Australian Financial Complaints Authority ('AFCA') subject to its rules. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its rules.

You can contact AFCA at:

Phone: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au
Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

If **You** require further information, **You** can access **Our** Complaints and Dispute Resolution Process at Armada Underwriting's website at www.armadaunderwriting.com.au
Other than as set out above, all other policy terms, conditions, limits and exclusions remain unchanged.

COOLING-OFF INFORMATION

If **You** change **Your** mind about this **Policy** after **Your** decision to buy it, **You** may cancel it and receive a full refund. To do this **You** may notify **Armada** electronically or in writing within 21 days from the date the **Policy** commenced. This cooling-off right does not apply if **You** have made a claim under the **Policy**. Even after the cooling-off period ends, **You** still have cancellation rights however **Your Fleet Manager** may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

FINANCIAL CLAIMS SCHEME

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

The Insurance Act is administered by APRA and more information may be obtained from APRA on www.apra.gov.au or 1300 558 849.

PART B - POLICY WORDING

OUR AGREEMENT WITH YOU

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

You have an option to pay premiums on a monthly or annual basis as agreed with the **Fleet Manager**. The full monthly premium is payable irrespective of which day in the calendar month that cover on **Your Vehicle** commences. For example, **You** will be liable to pay the full monthly premium for the month of January if cover for **Your Vehicle** commences in January, regardless of whether the **Policy** commences on the 1st or 31st of January.

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

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

OTHER PARTY 'S INTERESTS

You must tell **Armada** of the interests of all parties (e.g. **Finance Companies**, owners, lessors) who will be covered by this insurance. **We** will protect their interests only if **You** have told **Armada** about them and **Armada** have noted them on **Your Certificate of Insurance**.

KEY WORDS WITH SPECIAL MEANINGS

Accessories	means the accessories which are fitted on Your Vehicle as shown in Your Fleet Service Agreement with the Fleet Manager or otherwise as notified to Us and noted in Your Certificate of Insurance .
Application Form	means the form You need to complete in order to apply for coverage under this Policy .
Armada	means Armada Underwriting Pty Ltd.
Certificate of Insurance	means the schedule or certificate We give You showing Your coverage under this Policy .
Excess(es)	means the amount(s) specified in Your Certificate of Insurance and elsewhere in the Policy which You must contribute to each claim You make under this Policy .
Finance Agreement	means the agreement containing the terms and conditions of the financing arrangements for the purchase of Your Vehicle .
Finance Company	means the financial institution providing You with the finance.
Fleet Manager	means the company stated on Your Certificate of Insurance as the Fleet Manager and who You have entered into a Fleet Service Agreement with.
Fleet Service Agreement	means a contract between You and Your Fleet Manager in respect to Fleet Management Services provided in relation to Your Vehicle .
Hazardous Goods	means any of the following classes of dangerous goods are defined in the Australian Dangerous Goods Code. <ul style="list-style-type: none">• Class 1 - explosive substances• Class 2 - gases• Class 3 - flammable liquids or substances• Class 4 - flammable solids or substances• Class 5 - oxidising agents or organic peroxides• Class 6.1 - toxic substances• Class 8 - corrosive liquids or substances• Class 9 - miscellaneous dangerous goods

Insurer	means HDI Global Specialty SE – Australia (ABN 58 129 395 544).
Market Value	means the cash purchase price of a vehicle of the same age, type and condition of Your Vehicle , in Your local area, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.
Master Policy Schedule	means the schedule We give to Your Fleet Manager providing details of the cover provided under this Policy .
Partial Loss	means where any loss or damage to Your Vehicle does not constitute a Total Loss .
Period of Insurance	means the period of cover shown on the Certificate of Insurance .
Policy or Policy Wording	means this document, the Master Policy Schedule or Certificate of Insurance and any endorsement to the Policy , all of which are to be read together.
Substitute Vehicle	means a registered vehicle not owned by You , but used by You as a substitute while Your Vehicle is being serviced, repaired or is not driveable and You have the owner's consent to drive it. Substitute vehicle however does not mean a hire car.
Total Loss	means one of the following two events arising out of any loss or damage to Your Vehicle : <ul style="list-style-type: none"> • the cost to repair Your Vehicle plus the value of any salvage (if applicable) exceeds the Market Value; or • Your Vehicle is stolen and not recovered within a reasonable period of time.
Vehicle	means the Vehicle described in Your Certificate of Insurance .
We, Our or Us	means the Insurer and/or Armada acting as agent of the Insurer .
You or Your	means the person named on the Certificate of Insurance as the 'Insured'.
Your Family	means any member of Your family who lives permanently with You , including Your partner.

YOUR DUTY TO TAKE REASONABLE CARE NOT TO MISREPRESENT

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the **Policy**.

This means that it is essential that **You** respond to specific questions that **We** ask honestly and to the best of **Your** knowledge, including where **We** ask **You** to confirm or update information that **You** have previously given to **Us** when entering into, varying, extending or renewing the **Policy**.

To assist **You** with providing **Us** with honest and accurate responses to any questions **We** ask of **You**, **We** have endeavoured to ensure that any question **We** ask are clear and easy to understand. Further, where possible, **We** have also included examples of the types of responses **We** are looking for when asking a particular question.

If **You** are unclear of any particular question or would like **Us** to explain it to **You**, please get in touch with **Us** and **We** will explain this to **You**.

In determining whether **You** have fulfilled this duty to take reasonable care not to make a misrepresentation to **Us**, **We** will consider all of the relevant circumstances of a particular case. If **You** do not respond honestly and accurately to specific questions that **We** ask, **We** may (acting reasonably) cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both. It is therefore vital that **You** be honest and specific in **Your** responses. If **Your** failure to tell **Us** is fraudulent, **We** will refuse to pay a claim and treat the **Policy** as if it never existed (this does not mean that **We** will refund any premiums that **You** have already paid).

INSURANCE COVER - SECTION 1, 2 & 3

This **Policy** provides cover during the **Period of Insurance**:

- a) against theft or accidental loss or damage to **Your Vehicle** – as described in Section 1;
- b) against **Your** legal liability for property damage and injury to other people caused by **Your Vehicle** – as described in Section 2; and
- c) for additional benefits – as described in Section 3 'Additional Benefits'.

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

SECTION 1

INSURANCE COVER FOR YOUR VEHICLE

1.1 WHAT YOU ARE INSURED AGAINST

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

COVER ON YOUR VEHICLE INCLUDES:

- a) Standard equipment for the particular make and model of **Your Vehicle** fitted by the original manufacturer;
- b) Any **Accessories** listed in the **Certificate of Insurance**; and
- c) Other fitted **Accessories**, and **Your Vehicle**'s tools or spare parts in or on **Your Vehicle**, up to \$500 in total.

1.2 WHAT YOU ARE NOT INSURED AGAINST

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

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

1.3 WHAT WE PAY FOR IN RESPECT OF LOSS OR DAMAGE

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

(A) Partial Loss; or

(B) Total Loss.

(A) PARTIAL LOSS

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

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

If **You** have insured any **Accessories**, **We** will either repair them or pay for the cost to replace them as new, less an amount for depreciation and fair wear and tear whichever is the lesser cost.

We are entitled to replace damaged parts with new parts or used parts of similar condition to those being replaced.

IMPORTED VEHICLES

If **Your Vehicle** has been imported and any part is not available in Australia, **We** will only pay for the cost of parts used in the repair of **Your Vehicle** up to the manufacturer's recommended list price in Australia.

However, if such list is not available, **We** will only pay for the cost of the parts plus the freight charges for the parts obtained via sea transport.

If there is a delay in the repair process due to the importation of parts, **You** are not covered for any loss of use of **Your Vehicle** or any other consequential loss during that time.

REPAIR GUARANTEE

If **We** authorise repairs to **Your Vehicle**, **We** will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of **Your Vehicle**. For entitlement to any repairs under this guarantee **You** must first allow **Us** to inspect the **Vehicle** and **We** must agree that repairs are necessary.

(B) TOTAL LOSS

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

- replace **Your Vehicle** with an equivalent **Vehicle**; or
- pay **You** its **Market Value** at the time of the **Total Loss**;

whichever is more reasonably practicable. In addition to replacement or payment of Market Value **We** will:

- replace all insured **Accessories** or pay **You** the cost to replace them as new, less depreciation and fair wear and tear, but
- less any applicable **Excess(es)** and any refund on the **Vehicle** registration.

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

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

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

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

SALVAGE

If **We** replace **Your Vehicle** or pay **You** the **Market Value**, **Your Vehicle** and its insured **Accessories** becomes the property of the **Insurer**.

SECTION 2

INSURANCE COVER FOR YOUR LEGAL LIABILITY

2.1 WHAT YOU ARE INSURED AGAINST

2.1.1 PROPERTY DAMAGE

DAMAGE TO PROPERTY

We will pay the amount **You**, or any person **You** have given consent to drive, use or to be in charge of **Your Vehicle**, may be held legally liable to pay for accidental damage to property belonging to other people, occurring during the **Period of Insurance** and caused by or arising out of the use of:

- **Your Vehicle** or goods falling from **Your Vehicle**; and
- a single trailer or caravan attached to **Your Vehicle**.

WHEN YOU ARE NOT COVERED

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

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

SUBSTITUTE VEHICLE

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

YOUR EMPLOYER'S OR PRINCIPAL'S LIABILITY

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

MARITIME LIABILITY

If **Your Vehicle** is being transported by sea between Australian ports, **We** will pay **Your** contribution for **Your Vehicle** if a 'general average' is declared on the voyage on which **Your Vehicle** is being transported.

General Average is declared when the vessel's master takes extraordinary measures such as throwing goods or cargo overboard to safeguard the vessel and the remaining property on the vessel when the vessel's safety is imperilled. Those whose property is saved share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo.

CROSS LIABILITY

Where **You** are comprised of more than one legal entity, the word "**You**" shall be considered as applying to each entity as if that entity were the only entity named as **You**. **We** waive all rights of subrogation or action which **We** may have acquired against any such entities. The limits of liability stated elsewhere in this **Policy** are not affected or increased as a consequence of this condition.

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

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

2.1.2 INJURY TO OTHER PERSONS

We will pay the amount which **You**, or any person driving, using or in charge of **Your Vehicle** with **Your** permission may be held legally liable to pay by way of compensation or damages (excluding aggravated, punitive or exemplary damages) for death or bodily injury to persons arising out of the use of **Your Vehicle** during the **Period of Insurance**.

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

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

WHEN YOU ARE NOT COVERED

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

- a) **Your Vehicle** is unregistered;
- b) **You** or any person using **Your Vehicle**:
 - are wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
 - would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant **Period of Insurance**, even though there may have been a change in the law during that **Period of Insurance**, or
 - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
 - would have been entitled to be covered under any such scheme had cover not been refused or not in place because **You** did not:
 - register **Your Vehicle**; or
 - apply for cover under the scheme; or
 - comply with a term or condition of the scheme.

WHAT WE PAY FOR LEGAL LIABILITY FOR INJURY TO OTHER PERSONS

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

2.2 LEGAL EXPENSES

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

2.3 TOTAL LIMIT OF LIABILITY

We will pay up to the maximum amount shown on the **Certificate of Insurance**, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under the sections 'Property damage' and/or "Injury to other persons" including any "Legal expenses" that apply.

However, If **Your Vehicle** is being used for, or is attached to, or is towing a **Vehicle** used for the transport of **Hazardous Goods**, **Our** total liability under Section 2 is limited to \$250,000. This limit includes all costs and expenses, including clean up costs and legal expenses for all claims out of any one incident or series of incidents arising out of the one cause or event covered under the sections 'Property damage' and/or "Injury to other persons" including any "Legal expenses" that apply.

SECTION 3

ADDITIONAL BENEFITS

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

A. VEHICLE HIRE CAR COSTS FOLLOWING THEFT OR ACCIDENT

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

- **We** do not pay for hiring charges incurred after **Your Vehicle** is found or once the repairs are complete and the **Vehicle** is available for collection;
- **We** do not pay for fuel or other running costs; and
- cover stops once **We** pay the claim.

We do not pay for hiring costs if **Your** sole reason for a claim is windscreen or window glass damage.

The maximum amount **We** will pay under this additional benefit is \$2,500, with a maximum of \$100 per day, for any one event.

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

B. NEW VEHICLE REPLACEMENT

Where **Your Vehicle** is a **Total Loss**, and **We** have agreed to pay **Your** claim, **We** will replace **Your Vehicle** with a new vehicle of the same make model or series so long as it is available in Australia and:

- **You** purchased it new from the manufacturer or their dealer; and
- **Your Vehicle** is less than 12 months old from when it was first registered; and
- where **Your Vehicle** is under a **Finance Agreement**, **Your Finance Company** has given **Us** written consent.

If a new replacement vehicle is not available, **We** will replace **Your Vehicle** with the nearest equivalent vehicle available, so long as it 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 **Vehicle** which needs replacing.

If an **Excess** is applicable, it is payable to **Us** before **We** replace **Your Vehicle**.

We will also pay the registration for the period registered but not exceeding 12 months, stamp duty and dealer charges on the new vehicle but any refund of registration fees or stamp duty applicable in respect to **Your Vehicle** must be refunded to **Us**.

Where **Your Vehicle** does not meet all of the criteria above, all **Total Loss** claims will be settled on the current **Market Value** at the time of the loss or damage.

C. TOWING COSTS

If **Your Vehicle** is not driveable following an accident or theft covered under the **Policy**, **We** will pay for the reasonable costs of:

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

D. PERSONAL PROPERTY

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

- money, securities, jewellery, furs, mobile phones, tablet laptop and any other form of portable computer are excluded from this cover, and
- the maximum amount **We** will pay is limited to \$1,000 arising from any one incident.

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

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

E. CHILD SEAT OR BABY CAPSULE

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

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

F. TRAVELLING & ACCOMMODATION EXPENSES

We will pay for any reasonable travelling and accommodation expenses resulting from a claim for accidental damage, fire or theft to **Your Vehicle** which **We** accept under this **Policy**, as long as at the time of accident, fire or theft **Your Vehicle** was more than 150 kilometres from the address where it is normally parked at night.

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

The maximum amount **We** will pay is \$1,000 for any one event.

G. LOCKS AND KEYS

If **Your** keys are lost, destroyed, stolen or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, **We** will pay the costs of replacing and/or recoding the locks and/or keys. **We** will pay up to \$2,500 during any one **Period of Insurance** and this benefit is not subject to loss or damage being suffered to the **Vehicle** covered under the **Policy**.

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

H. CHOICE OF REPAIRER

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

I. FUNERAL EXPENSES

As a result of an accident to **Your Vehicle** covered under the **Policy** and **You** or the driver sustains a fatal injury, whether or not death occurs at the time of the loss, **We** agree to pay for associated burial or cremation costs and include travel costs within Australia for the deceased driver or any member of the immediate family. This benefit will not be reduced by any accident compensation and **We** will pay up to \$5,000 in total only once during the **Period of Insurance**.

J. TRAILER COVER

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

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

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

The maximum amount **We** will pay is the **Market Value** of the trailer, limited to \$1,000.

K. TRAILER IN YOUR CONTROL

Where **You** have a trailer of another person or corporation in **Your** physical or legal control, **We** will pay the amount for which **You** may be held legally liable to pay in compensation for loss or damage caused to the trailer – provided the trailer is not leased, hired or rented by **You**. **Our** liability will be limited to a maximum of \$10,000.

L. RETURNING YOUR VEHICLE AFTER STOLEN

We will pay for the reasonable costs of returning **Your Vehicle** to the place where it is normally parked if it is found after having been stolen.

Should the cost of returning **Your Vehicle** plus the necessary repairs exceed the relevant **Market Value** at the time of the theft, **We** reserve the right to treat **Your Vehicle** as a **Total Loss**.

M. CLEANING UP AFTER AN ACCIDENT

We cover **Your** legal liability to pay for the cleaning up of any debris of **Your Vehicle** following an accident. The maximum amount **We** will pay is \$25,000 for any one accident.

N. CAR SHARING AGREEMENT

We will pay for accidental loss or damage when **Your Vehicle** is being used in a car sharing agreement, including travelling to and from work, as long as any payment by passengers does not involve commercial use for profit.

O. TYRE REPLACEMENT

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

P. FIRE BRIGADE/EMERGENCY SERVICES COSTS

This **Policy** extends to cover **You** up to a limit of \$10,000 per event for all costs levied by the following authorities, as a result of loss or damage involving **Your Vehicle**, requiring or resulting in the attendance of any members of:

- a) any Police Force at the accident site, or
- b) any Fire Brigade, or
- c) any other Authority.

This Additional Benefit P will not cover any clean-up costs levied by any authority if **We** have already agreed to pay **You** the clean-up costs under Additional Benefit M.

Q. EMERGENCY REPAIRS

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

- a) repair or replacement of **Your Vehicle**'s windscreen; and/or
- b) the towing of **Your Vehicle** to the nearest repairer or place of safety, or to any other place already approved; limited to \$1,500.

R. SIGNWRITING

If **Your Vehicle** is damaged, **We** will pay the reasonable cost of repairing or replacing any signwriting or artwork on or affixed to **Your Vehicle** that is damaged. Any amount payable will be included in the **Market Value** that **We** will pay **You** for damage to **Your Vehicle** in accordance with **Your** claim.

S. COMPLETION OF JOURNEY COSTS

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

- a) returning **Your** driver and their non-paying passengers to the point of departure or, at **Your** option, to the driver's destination,
- b) obtaining overnight accommodation if the journey cannot be completed in the same day as the loss or damage occurs, or
- c) hiring another vehicle of similar make and model to complete the journey or to return **Your** driver to where the journey first commenced up to a maximum amount of \$2,000 per event, provided that:
 - i. the loss or damage was covered under this **Policy**; and
 - ii. **Your Vehicle** was more than 150km from its usual place of garaging at the time of loss or damage occurring.

INSURANCE PROTECT

GENERAL EXCLUSIONS

WHEN YOU ARE NOT COVERED

1. This **Policy** excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a) War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
 - b) Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

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

- involves violence against one or more persons, or
 - involves damage to property, or
 - endangers life other than that of the person committing the action, or
 - creates a risk to health or safety of the public or a section of the public, or
 - is designed to interfere with or to disrupt an electronic system.
- c) Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.
2. 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 1a, 1b or 1c above.
 3. **We** will not pay any Additional Benefits under G, J and S under this **Policy** in respect of any incident which involves a driver of the **Vehicle**, other than the Insured.
 4. **We** will not pay consequential loss of any kind.
 5. **We** will not pay for any liability directly or indirectly caused by, contributed to or in connection with asbestos or asbestos products in whatever form or quantity

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

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

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

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

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

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

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

INSURANCE PROTECT

GENERAL CONDITIONS

These General Conditions apply to this entire **Policy**

CHANGING YOUR POLICY

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

- **We** agree to it, and
- **We** give **You** a new **Certificate of Insurance** detailing the change.

OTHER INTERESTS

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

PAYMENT FOR CLAIMS

The amount **We** pay under this **Policy** in respect of a valid claim shall not be increased by the amount payable under any other **Policy** **We** have issued to **You** in relation to loss, damage or liability arising from any one accident or event.

CANCELLING YOUR POLICY

How **You** may cancel this **Policy**

- **You** may cancel this **Policy** at any time by telling **Us** in writing that **You** want to cancel it.
- **You** can do this by giving notice to **Armada** or **Your Fleet Manager**.
- How **We** may cancel this **Policy**
- **We** may cancel **Your** cover under this **Policy** if **You** breach any of the following conditions of cover or otherwise where **We** are permitted by law to do so. Where **We** cancel **Your Policy**, **We** will inform **You** in writing in accordance with this **Policy** and the requirements under the Insurance Contracts Act 1984 (Cth).
- If **We** cancel this **Policy**, **We** will give **You** and the **Fleet Manager** a cancellation notice. **Your** cover will cease on the date as shown on the cancellation notice that **We** provide **You**.

1. TERMINATION OF FLEET SERVICE AGREEMENT

Where **You** have chosen to pay **Your** premiums by monthly instalments, it is a condition of this **Policy** for **You** to remain in contract to **Your Fleet Manager**. If **Your Fleet Service Agreement** is terminated by **You** or **Your Fleet Manager** at any time during the **Period of Insurance**, **We** will cancel the **Policy**. **We** will not refund the premium paid in the month in which cancellation occurs and **We** will notify **You** of when cancellation will take effect. Payment of the insurance premiums by deduction will cease on termination of the **Fleet Service Agreement** with **Your Fleet Manager**.

2. NON-PAYMENT OF PREMIUMS

If **You** have chosen to pay **Your** premiums by monthly instalments and **You** fail to pay an instalment for a period of one month, **We** may cancel **Your Policy**.

3. ALTERNATIVE INSURANCE ARRANGEMENTS

Unless otherwise agreed by **Your Fleet Manager** and with **Armada**, **You** will need to make alternative insurance arrangements following cancellation of the cover under this **Policy** where the above conditions apply as **Your Vehicle** will be uninsured and **You** may be in breach of **Your Finance Agreement**.

REFUND OF PREMIUM

If **You** have chosen to pay **Your** premiums on an annual basis and **Your Policy** is cancelled during the **Period of Insurance**, **We** will refund **You** the unexpired portion of the premium. **You** will not be entitled to any refund if **You** have made a claim under the **Policy** during the **Period of Insurance**.

If **You** have chosen to pay **Your** premiums by monthly instalments and **Your Policy** is cancelled, **You** will not be entitled to any refund of the monthly premiums that **You** have paid (regardless of the day on which **You** have cancelled the **Policy**).

NOTICES

Any notice **We** give **You** will be in writing, and it will be effective, whichever is the earliest of the following:

- when it is delivered to **You** personally, or
- posted to **Your** address last known to **Us**.

It is important for **You** to tell **Us** of any change of address as soon as possible.

HOW GOODS AND SERVICES TAX AFFECTS ANY PAYMENTS WE MAKE

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

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

When **You** are:

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

We will reduce the GST amount **We** pay for by the amount of any input tax credits to which **You** are or would be entitled if **You** made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through **Your** "Business Activity Statement" (BAS).

You must advise **Us** of **Your** correct Australian Business Number and Taxable Percentage.

Any GST liability arising from **Your** incorrect advice is payable by **You**.

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

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

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

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

PREVENTING OUR RIGHT OF RECOVERY

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

DUTY OF CARE

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

CLAIMS – HOW TO MAKE A CLAIM

WHAT YOU MUST DO AFTER AN ACCIDENT OR INCIDENT

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

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

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

WHAT YOU MUST NOT DO AFTER AN ACCIDENT OR INCIDENT

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

- admit liability if an accident occurs which is likely to result in someone claiming against **You**;
- make an offer, settlement, promise or payment;
- incur any costs or expenses without **Our** written consent, in respect of any right or claim which may be the subject of a claim by **You** against **Us** under this **Policy**; and
- authorise repairs to **Your Vehicle** without **Our** prior consent. However **You** may authorise:
 - the fitting of an identical replacement windscreen or window glass; and
 - repairs up to \$1,500 (over and above any applicable **Excesses**) if **You** are more than 150 kilometres from the normal nightly parked address and they are necessary to enable **You** to continue **Your** journey.

WHAT WE DO

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

PROVIDING PROOF

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

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

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

WHAT CAN AFFECT A CLAIM

We will reduce the amount of a claim by the **Excesses** shown on **Your Certificate of Insurance**.

We may refuse to pay a claim if **You** are in breach of any of the conditions of this **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:

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

WHAT YOU MUST PAY IF YOU MAKE A CLAIM – EXCESS

If **We** accept **Your** claim **You** will need to pay the total amount of the applicable **Excesses** either to **Us** or to the repairer. **We** will tell **You** to whom it must be paid. However, if **Your Vehicle** is a **Total Loss**, **We** may deduct any **Excess** applicable before **We** make any payment under a claim. If the cost of repair is less than the applicable **Excess** no claim can be made under this **Policy**. Where further loss or damage arises from separate, subsequent or intervening cause or causes **We** will treat each such cause or causes arising in loss or damage as a separate claim and apply the further applicable **Excess** or **Excesses**. The following are the **Excesses** which may apply under **Your Policy** and more than one **Excess** may apply in respect of any one claim:

STANDARD EXCESS

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

ADDITIONAL EXCESSES

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

AGE OR INEXPERIENCED DRIVER EXCESS

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

- under the age of 25, or
- aged 25 or more but has not held an Australian driver's licence for 2 or more years.

The amount of the age or inexperienced driver **Excess** is shown on **Your Certificate of Insurance**. **You** will not have to contribute this additional **Excess** if the only damage to **Your Vehicle** is a broken windscreen, or window glass, or caused by storm or hail damage.

LEARNER DRIVER EXCESS

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

OFF ROAD EXCESS

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

WINDSCREEN OR WINDOW GLASS EXCESS

If **You** sustain a loss to a windscreen or window glass only, the first loss during the **Period of Insurance** shall be excess-free, thereafter the standard **Excess** shall apply.

MULTIPLE CLAIMS EXCESS

This **Excess** may apply in the event that **You** have made more than one at fault claim during the **Period of Insurance**. Any windscreen or window glass damage claim will not be considered an at fault claim.

WHEN YOU WILL NOT HAVE TO PAY AN EXCESS

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

- a) **You** can satisfy **Us** that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle, and
- b) **You** tell **Us** the registration number of the other vehicle and the full name, licence number and address of the other driver, and
- c) the amount of **Your** claim exceeds the applicable **Excesses** under the **Policy**.

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

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

SANCTIONS

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

CONTACTING US

If **You** have any queries about this **Policy**, contact **Your Fleet Manager**, or contact **Armada** using the details shown as follows.



ADDRESS: Level 2, 115 Bridge Road,
Richmond, VIC 3121 TELEPHONE: 1300 852 739
FAX: 1800 636 221 (Attn: Armada)
WEBSITE: www.armadaunderwriting.com.au
EMAIL: info@armadauw.com.au

CONTACTING CLAIMS SERVICE TEAM

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

TELEPHONE: 1300 479 186
FAX: 02 9524 6566
EMAIL: armada@au.innovation-group.com

This **PDS** and **Policy Wording** is dated 1 July 2022