

5Star

Commercial Motor Composite Insurance Product Disclosure Statement



The insurer is Suncorp Metway Insurance Limited
ABN 83 075 695 966.

This product is distributed by 5 Star Underwriting Agency Pty Ltd
ABN 85 076 884 181



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Welcome

This Product Disclosure Statement (PDS) is an important legal document that contains details of Your motor vehicle insurance. If You decide to buy insurance from Us, please read it through, then keep this PDS, together with Your Certificate of Insurance, in a safe place.

This PDS becomes operative if We issue to You a Certificate of Insurance.

This insurance in this PDS comes into force for the Period of Insurance, provided the amount payable shown on the Certificate of Insurance is paid or agreed to be paid by You.

This PDS together with the Certificate of Insurance, proposal, any Supplementary PDS other statements and endorsements sets out the agreement between You and Us.

Cooling Off Period

You have 21 days to consider the information in this PDS. This is the cooling off period. If You wish, You can cancel Your insurance within 21 days from the day cover begins. If You have not made a claim in this period, We will refund any Premium You have paid.

Information about the cost of the Insurance

The amount You pay for this insurance depends on:

- The type of Insured Vehicles, their location, their purpose of use and Sum Insured;
- The Limit of liability and any Sub Limit of liability;
- Historical fluctuations in the number of Your Vehicles;
- Whether there are any endorsements to Your Policy;
- Your claims history.

Please contact Your insurance broker to get a quote based on Your individual circumstances. If You decide to buy commercial motor composite insurance from Us, the price will include any discount, compulsory government charges, GST and Fire Services Levy (FSL) if applicable. These will be included in the amount payable, which is shown on Your Certificate of Insurance.

We might advertise special offers and benefits from time to time. If We have a special offer available that is not in this PDS, We can give You a separate terms and conditions brochure about the offer if You ask Us. The offers might be short term and We can withdraw them at any time.

Premium adjustment

The Premium charged by Us at the commencement of Your Period of Insurance is provisional, based on information declared to Us by You before the Policy commences. This Premium will be adjusted at the end of the Period of Insurance based on the actual number of Vehicles insured. In accordance with clause 9 on page 16, depending on the difference between the information declared before the Period of Insurance and the actual figures, this may result in additional Premium being charged to You or Us returning some of the paid Premium to You.

Why the cost of Insurance can change

Each time You renew Your insurance Your Premium is likely to change, even if Your personal or business circumstances or insurance history has not changed. This is because Premiums are affected by:

- The cost of claims We have paid to other customers
- Any changes in government taxes or charges
- The cost of claims We expect to pay in the future
- Our expense of doing business.

We may 'cap' the amount of any increase on renewal. In these cases, We only pass part of the increase on to You.

Other Costs, Fees and Charges

The other costs, fees and charges that You might have to pay are listed in the table below.

Type of fee or charge	Details
Excess	This is the amount You will have to pay if You make a claim. There are 2 types of excess: <ul style="list-style-type: none">• The standard excess is shown on the Certificate of Insurance. This applies to each claim You make in respect of a Vehicle.• Depending on the circumstances of the claim You might also have to pay an Age and/or Experience Excess. The amount of this excess is shown on the Certificate of Insurance.
Cancellation/endorsement fees	If You cancel this Policy We may retain or recover from You an amount of Premium for the period of expired cover, based on our rates for short period insurance.
Contribution/depreciation	In the event of a claim under this Policy You might have to contribute to the cost of repairing tyres, engines, accessories, paintwork, bodywork, radiators, batteries, interior trims or caravan annexes affected by wear & tear or rust and corrosion. How much You pay depends on how worn these items were when the damage happened.

Important terms explained

The following table defines and explains the meaning of some terms used in this PDS:

Term	Meaning
Accessories	Alterations or additions that change the performance, security or value of Your Vehicle, including the body, wheels, tyres, rims, engine, exhaust, extraction system, transmission, paintwork, suspension, instruments, sound system or interior.
Accident	Means accidental loss or damage, fire, theft or attempted theft, malicious damage, or storm damage. Accidents must: <ul style="list-style-type: none"> • happen in the Period of Insurance and • be unforeseen and unintended by You.
Age and/or Experience Excess	An Excess You will have to pay if at the time of an Accident the person driving Your Vehicle is in the age bracket stated on the Certificate of Insurance. The amount of this Excess depends upon the driver's age and experience of driving in Australia, and is shown on the Certificate of Insurance.
Business	The business as described in the Certificate of Insurance.
Certificate of Insurance	The current certificate We issue You which forms part of this Policy and shows: <ul style="list-style-type: none"> • the Policy Number, the Period of Insurance and the details of the Policy; • The Sum Insured; • The Limit of liability; • Any Age and/or Experience Excess; • any change to the standard Policy wording contained in this booklet; • whether We are prepared to accept, alter or renew the Policy; and • other details of Your insurance.
Dangerous Goods	Goods classified as 'Dangerous Goods' under the Australian Code For The Transport of Dangerous Goods By Road Or Rail (or under any rules replacing that code).
Duty of disclosure	You have a Duty of Disclosure to tell Us everything You know or should know, that is relevant to Our decision to insure anyone under the Policy, including You, and on what terms. It includes matters We specifically ask about when You apply for a Policy, or renew or alter Your Policy, and any other matters which might affect whether We insure You and on what terms.

Important terms explained (continued)

Term	Meaning
Duty of disclosure (cont)	<p>The information You tell Us can affect:</p> <ul style="list-style-type: none"> • the amount of Your Premium and Your Excess • if We will insure You • if special conditions will apply to Your Policy. <p>You do not need to tell Us of anything which:</p> <ul style="list-style-type: none"> • reduces the chances of You making a claim or • We should know about because of the business We are in or • We tell You We do not want to know. <p>If You are unsure it is better to tell Us. If You do not tell Us something which You know or should know is relevant, We might reduce a claim, refuse to pay a claim, cancel Your Policy or, if fraud is involved We can treat the Policy as if it had never existed.</p>
Dealer Floor Plan Agreement	Means the agreement by which Vehicles at the Premises are held on bailment by You and which are financed by a financial provider.
Endorsement	Written alteration or addition We make to the terms of this Policy, particularly if We have changed the cover to meet Your needs or excluded a specific cover We would normally have covered. Any endorsements that apply to Your Policy will be shown on Your Certificate of Insurance, unless We send You the endorsement separately.
Excess	<p>The amount which You have to pay towards the cost of any claim under this Policy (see page 20 for details).</p> <p>You might have to pay more than one excess when You claim. You must pay the excess in full.</p>
Holdback	The Vehicle cost retained by any other dealers/suppliers who provide replacement Vehicles as is normal procedure in the Vehicle industry where replacements cannot be sourced from the manufacturer to satisfy customer orders, subject to a limit of \$20,000 any one claim.
Limit of Liability/ Sub Limit of Liability	The amount specified in the Certificate of Insurance.
Market Value	Means the amount We calculate the market would pay for the Vehicle. It takes into account age, model, kilometres travelled and condition of the Vehicle immediately prior to the Accident. We might use industry publications to calculate the amount.

Important terms explained (continued)

Term	Meaning
Other Interested Parties	The other interested parties named in the Certificate of Insurance.
Partial Loss	Means where We decide Your Vehicle is economical to repair.
Period of Insurance	The period of time stated in the Certificate of Insurance being the period during which the insurance is in force.
Policy	Your insurance contract. It consists of this PDS, Your proposal, any Supplementary PDS, any endorsements and Your current Certificate of insurance.
Premises	The premises owned, leased, used and/or occupied by You for the purposes of the Business.
Premium	The amount You pay for this insurance. You also pay stamp duty, GST, FSL and any other additional compulsory government charges. Your Premium does not include any service fee charged to You by Your insurance intermediary.
Product Disclosure Statement (PDS)	PDS is the name of this document and it contains the terms of Your insurance cover. It tells You what cover We provide, details of cost, fees and charges and other important information. It should be read together with Your certificate of Insurance, any Supplementary PDS and any endorsements that apply to Your Policy.
Proposal	Means the proposal or application form You complete and submit to Us for this insurance.
Purpose of Use	Your Vehicle use can be: <ol style="list-style-type: none"> 1. Private Use – if You do not use it in connection with earning an income, or if You only drive it to and from work and/or occasionally in connection with work. 2. Goods Carrying/ Trade Use – if registered for business and/or used in connection with a recognised trade. 3. Business Use – if registered for business and/or used in connection with Your occupation or Business in a way not listed above. You must tell Us the purpose of use of Your Vehicle/s. The purpose of use which You have told us is shown on Your Certificate of Insurance.
Road	Any surveyed or unsurveyed land dedicated to public use, according to law, as a road (including a footpath or median strip. It also includes a toll road or bridge which is open to the public and used as a road).
Selling Price	Is the inward cost of the Vehicle plus the actual average margin from gross profit, not inclusive of Holdback.

Important terms explained (continued)

Term	Meaning
Sum Insured	<ul style="list-style-type: none"> • Is the maximum amount We will pay if Your Vehicle is lost or damaged in an Accident; • It includes the value of any accessories or modifications We have agreed to insure as part of Your Vehicle; and • Is shown in the Certificate of Insurance.
Supplementary PDS	A document that updates or adds to the information in the PDS.
Total Loss	Means where We decide Your Vehicle is damaged beyond economical repair.
Vehicles	<ul style="list-style-type: none"> • Means motor vehicles, trailers, caravans, boats, motor cycles, motorised homes, motor propelled machinery of every kind and description whether registered or unregistered belonging to or being purchased financed or otherwise acquired by You or left in Your custody for sale and/or repair and/or garaging and/or servicing and/or any other purpose in the course of Your Business. • Includes: <ol style="list-style-type: none"> 1) Vehicle accessories (including fire fighting equipment); and 2) providing they are in or on the Vehicle, standard tools supplied by the Vehicle's manufacturer or similar substitutes for them, • but not include: <ol style="list-style-type: none"> a) any radio, cassette, compact disc player which is not built in or any speed surveillance detection device; b) any contents other than fixtures or fittings; c) a trailer or sidecar (other than a trailer or sidecar given cover under Section 8 unless described on the Certificate of Insurance); d) any tarpaulins, gates or binders; e) any stock Vehicle or customer's Vehicle, whilst in, on or about Your Premises, except when being driven on the Premises under a trade plate or as part of a test-drive. <p>For the purpose of this Policy any item given cover under Sections 6 and 8 of the Coverage Sections of this Policy will be treated as being Your Vehicle.</p>
We, Us, Our, insurer	Suncorp Metway Insurance Limited ABN 83 075 695 966.
You, Your	The Insured (or any one of them) named on the Certificate of Insurance.

Your Responsibilities

When You buy this insurance from Us, You are responsible for keeping Your details up to date and providing correct information.

Your Duty of Disclosure

You must comply with Your Duty of Disclosure when You apply for insurance and each time You renew or alter You cover (See pages 3 & 4).

Keeping details up to date and providing information

You need to tell us immediately if:

- Any details on Your Certificate of Insurance are incorrect or have changed;
- There are any accidents involving Your Vehicles that might result in a claim on Your Policy;
- There is any change to the circumstances under which Your Vehicle is used, as disclosed by You on the Proposal;
- The address of Your Premises changes;
- You become aware of any breach of the conditions of this Policy;
- You become aware of any Vehicle being used in an unsafe or unroadworthy condition.

Other responsibilities for people covered by the Policy

You and anyone covered by this Policy must:

- Follow all conditions set out in Your Policy
- Take all reasonable precautions to prevent loss, damage or liability
- Keep the Insured Vehicles, their tools, parts and accessories in good condition (eg. free of rust).

Not meeting your responsibilities

If You or anyone covered by this Policy do not tell Us everything relevant, or if You mislead us or if You fail to meet Your responsibilities, We can refuse to pay a claim, reduce the amount We pay or cancel Your Policy. If You do not comply with Your Duty of Disclosure and fraud is involved We can treat the Policy as it had never existed.

Paying your premiums

We will tell You how much You have to pay and how much time You have for payment. You must pay the Premium and other charges by the due date to get this insurance cover. If You pay after the due date We can reject Your payment and Your Policy will stop from the due date.

If We accept Your late payment, We might re-commence Your cover from the date of payment. If so, You will have no cover for the period from the due date until the date of payment. Unless We tell You, any payment reminder We send You does not change the Policy expiry date.

If You do not pay the Premium and other charges in full, We will reduce the Period of Insurance so it is in line with the amount You paid.

Cancellations

You can cancel the cover at any time. The cancellation takes effect on the date We receive Your request. We may retain or recover from You an amount of Premium for the period of the expired cover, based on Our rates for short period insurance.

We can cancel Your cover at any time by complying with the laws relating to the cancellation of Your Policy. We will refund any money We owe You less any non-refundable government charges.

Renewals

If We offer to renew Your Policy and then, before Your Policy is renewed, We learn of any change in circumstances that might affect our decision to insure You, we can:

- Withdraw Our offer; or
- Offer You renewal on different terms.

If, after Your renewal has come into force, We learn of any change in circumstances that You knew about or should have known about, We can:

- Refuse to pay a claim; or
- Reduce the amount We pay; or
- Cancel Your Policy. If We cancel Your Policy, We might offer You a new Policy on different terms; or
- If fraud is involved, We can treat Your Policy as if it has never existed.

GST and Your Sum Insured

If You make a claim under this Policy, any payment or supply We make to You in respect of the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise in relation to a claim will be calculated on the GST inclusive basis.

The Sums Insured, Limits and/or Sub Limits of Liability, or any other monetary limitations are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

The Cover

Subject to the following terms, conditions and exclusions, We agree to insure You against loss, damage, theft or legal responsibility as described in this Policy to the extent shown on the Certificate of Insurance if:

- caused by an Accident during the Period of Insurance; and
- at the time of such loss, damage, theft or legal responsibility being incurred Your Vehicle was being used for the Purpose of Use described on the Certificate of Insurance and defined in the Policy.

SECTION 1: LOSS AND/OR DAMAGE

We will pay for loss of or damage to Your Vehicle caused by an Accident.

SECTION 2: REPLACEMENT VEHICLE (NON STOCK VEHICLES only)

If within one year of the commencement date of its original registration, Your Vehicle is a Total Loss, or is stolen or lost (and is not recovered):

We will at Your option:

- a) replace it with a new Vehicle of the same make and model (subject to one being available locally) with similar accessories and tools; or
- b) pay You the Market Value of Your Vehicle or the Sum Insured shown on the Certificate of Insurance, whichever is the less.

SECTION 3: TOWING AND PROTECTION

If We accept a claim under Sections 1 or 2:

We will pay for the reasonable cost incurred for:

- a) protection of Your Vehicle; and
- b) removal of Your Vehicle to the nearest repairer or place of safety.

SECTION 4: VEHICLE RETRIEVAL COST

If We accept a claim under Sections 1 or 2:

We will pay Your reasonable expenses necessarily incurred in the recovery of Your Vehicle from the Accident site to the place of repair (if repairs are carried out) and from there to its normal place of garaging.

SECTION 5A: LEGAL RESPONSIBILITY

We will cover You for damages You are legally responsible to pay another person because an Accident in the Period of Insurance caused:

- a) loss of or damage to property; or
- b) death or bodily injury for which You are not covered under a compulsory third party ("CTP") Policy;

If the Accident was caused:

- (i) by You using Your Vehicle;
- (ii) By goods falling from Your Vehicle; or
- (iii) By and during the operation of loading or unloading Your Vehicle which shall not include the collection or delivery of the load to or from Your Vehicle beyond the limits of any Road.

NOTE 1: For the purpose of this Section only the definition of "You" is extended to include any person driving Your Vehicle with Your permission and who has not been refused motor vehicle insurance.

The most We will pay, inclusive of legal costs incurred by You or payable by You, in respect of all claims under Section 5A arising from an accident or series of accidents arising from one event is \$5,000,000. Any legal costs incurred by You are only payable if they were incurred with Our prior written consent.

SECTION 5B: LEGAL RESPONSIBILITY – DANGEROUS GOODS

For an accident within Section 5A We will also cover You for Your legal liability:

- a) caused by the transport or storage of Dangerous Goods; and
- b) for costs incurred by or on behalf of a public authority in connection with the removal or cleaning up of a contained escape of "Dangerous Goods", as defined by the Carriage of Dangerous Goods by Roads Act No. 73 of 1984 (as amended);

but only when You are the lawful holder of a current licence the subject of Section 6 of that Act and have complied in all respects with the provisions of that Act and the terms and conditions of the licence.

The most We will pay, inclusive of legal costs incurred by You or payable by You in relation to any action by any public authority, in respect of all claims under Section 5 arising from one Accident or series of Accidents arising from one event is \$1 million.

Any legal costs incurred by You are only payable if they were incurred with Our prior written consent.

SECTION 6: SUBSTITUTE VEHICLE

We will cover under the terms of Sections 5A and 5B, You, or any person acting on Your behalf or with Your permission if You or that other person are using for the Purpose of Use described on the Certificate of Insurance, a similar type of Vehicle in substitution for Your Vehicle if:

- a) the substitute Vehicle does not belong to You;
- b) the substitute Vehicle is registered if so required by law;
- c) Your Vehicle is not used during the period of substitution; and
- d) only one substitute Vehicle is used at any one time.

NOTE: There is no cover under Sections 1, 2, 3 or 4 of this Policy for the substitute Vehicle.

SECTION 7: NON OWNED VEHICLE LIABILITY

We will pay under the terms of Sections 5A, 5B and 6 any amount which You are legally responsible to pay as a result of an Accident involving a Vehicle which is being driven by a person, who is authorised to use that Vehicle on Your behalf and on Your business.

SECTION 8: TRAILERS

We will cover:

- a) Under the terms of Sections 1, 3, 5A, 5B, 6, 7 and 9, Your two wheel box, boat or similar trailer (but not a caravan).
- b) Under the terms of Sections 1, 3, 5A, 5B, 6, 7 and 9, Your motorcycle trailer or sidecar.
- c) Under the terms of Sections 5A, 5B, 6 and 7 of this Policy any trailer or drawn implement while it is attached to Your Vehicle.

We will not pay for loss of or damage:

- (i) to property being carried in or on the trailer, drawn implement or sidecar, or
- (ii) to tarpaulins, gates and binders; or
- (iii) if more than one (1) trailer, drawn implement or sidecar is attached to Your Vehicle.

SECTION 9: REMOVAL OF DEBRIS

If You are legally liable to pay the cost of cleaning up or removing goods that have fallen off Your Vehicle because it was in a collision or it overturned, We will pay those costs up to \$10,000. We will not pay if the goods are Dangerous Goods. You must provide invoices or other proof of payment of costs if We ask for them.

SECTION 10: OTHER INTERESTS

This Policy indemnifies persons having an insurable interest under any agreement relating to any of Your Vehicles. You agree that companies providing credit to You in respect of Premiums payable on Your Vehicles do not have an insurable interest in Your Vehicles.

SECTION 11: TOWED VEHICLES

We will pay all amounts You are legally responsible to pay as a result of an Accident:

- a) for loss of or damage to property or personal injury arising out of any Vehicle being towed, carried or retrieved by Your Vehicle; and
- b) for damage to any motor vehicle being towed or retrieved by Your Vehicle. The most We will pay for damage to the motor vehicle being towed, carried or retrieved is \$150,000. For this sub section only, the exclusion in Your Policy relating to legal liability for loss or damage to property You own, control or are responsible for is removed.

We will only pay under this section if Your Vehicle and the motor vehicle being towed, carried or retrieved are being operated within the provisions of any law relating to the use of a tow truck.

How claims are settled

Applicable to all Non Stock Vehicles

In the event of loss or damage which is covered under coverage section 1 for non stock Vehicles, and subject to You paying the appropriate Excess, We will be at Our option:

- 1) repair, reinstate or replace Your Vehicle as far as circumstances permit and in a reasonably sufficient manner, to a condition equal to but not better or more extensive than its condition immediately prior to the loss or damage occurring with allowance for wear, tear and depreciation; or
- 2) pay the amount of the loss or damage to Your Vehicle not exceeding its Market Value or the Sum Insured shown on the Certificate of Insurance, whichever is the lesser.

Applicable to all Stock Vehicles

In the event of loss or damage which is covered under coverage section 1 for stock Vehicles, and subject to You paying the appropriate Excess, We will pay:

1. On stock of new Vehicles in respect of which loss or damage is not recoverable under Your Dealer Floor Plan Agreements:
 - Total Loss – The replacement cost of the Vehicle at the time of replacement, (including options, accessories, tools and spare parts) or if not replaced, the Market Value of the Vehicle at the time of loss with no allowance for dealer margin or profit.
 - Partial Loss – The cost of repairs based on Our recognised labour rates plus parts and accessories. If You supply the parts and accessories the amount We will pay for such parts and accessories will be the cost to You plus 15%.
2. On stock of used Vehicles in respect of which loss or damage is not recoverable under Your Dealer Floor Plan Agreements:
 - Total Loss – The sum of the actual price paid by You plus all direct expenditure subsequently incurred in the preparation and improvement of the Vehicle for resale, with no allowance for profit or other expenses.
 - Partial Loss – The cost of repairs based on Our recognised labour rates plus, parts and accessories. If You supply the parts and accessories, the amount We will pay for such parts and accessories will be the cost to You plus 15%.

Agreed Constructive Total Loss Clause

At Your option, for Vehicles which have travelled less than 10,000 km at the date of loss or damage, the following basis of settlement will apply:

- a) On Vehicles with a prescribed pre loss or damage value of \$50,000 or less incurring 30% or more damage the Vehicle will be treated as a constructive Total Loss.
- b) On Vehicles with a prescribed pre loss or damage value greater than \$50,000 and up to and including \$100,000 and incurring 25% or more damage the Vehicle will be treated as a constructive Total Loss.
- c) On Vehicles having a prescribed pre loss or damage value of greater than \$100,000 and incurring 20% or more damage the Vehicle will be treated as a constructive Total Loss.

3. On Vehicles subject to Your Dealer Floor Plan Agreements : the difference between the amount recoverable under such agreement and any improved value at the time of the loss or damage including Your equity in such Vehicles.
4. On Spare Parts and Accessories of Vehicles: the cost of repair or replacement provided that in the event that such parts and/or accessories are supplied from Your own stock, the amount We will pay shall be the value of the parts at Your cost plus 15%, plus the reasonable cost of fitting.
5. On Vehicles under a lease agreement (excluding non stock vehicles) becoming a Total Loss: the payout sum under the lease agreement but only if it is greater than the amount determined by Clauses 1 and 2 above (applicable to all stock Vehicles).

Diminished Value Allowance (DVA):

In addition to any amounts payable under clauses 1 to 5 of the How Claims are Settled (Applicable To All Stock Vehicles) section above, You may, at Your option elect to have Us use the following basis for settling claims for loss or damage which is covered under coverage section 1 provided that:

- a) the Vehicle is a stock unit and/or demonstrator Vehicle which has travelled less than 10,000 kilometres; and
- b) the Vehicle is not a Total Loss only by virtue of the Agreed Constructive Total Loss Clause.

If this basis of settling claims applies the amount We will pay for the loss or damage will be calculated in accordance with the scale of DVA described below.

New Vehicles:

- A. If the Selling price is \$60,000 or greater:
 - If damage is \$800 or less, then allow cost of repairs as DVA.
 - If damage is greater than \$800 but not exceeding \$5,000, allow \$3,000 as DVA.
 - If damage exceeds \$5,000 then allow cost of repairs as DVA but limited to \$10,000.
- B. If the Selling price is \$40,000 or greater but less than \$60,000:
 - If damage is \$800 or less, allow cost of repairs as DVA.
 - If damage exceeds \$800, allow \$2,000 as DVA.
- C. If the Selling price is \$30,000 or greater but less than \$40,000:
 - If damage is \$800 or less, allow cost of repairs as DVA.
 - If damage exceeds \$800, allow \$1,500 as DVA.
- D. If the Selling price is less than \$30,000:
 - If damage is \$800 or less, allow cost of repairs as DVA.
 - If damage exceeds \$800, allow \$1,200 as DVA.

Selling price for the New Vehicles is the inward cost of the Vehicle plus the actual average margin for gross profit, not inclusive of Holdback.

Used Vehicles:

- A. If the Selling price is \$12,500 or less allow nil DVA, unless the Vehicle is still covered by the manufacturer's warranty then allow cost of repairs or \$1,200 as DVA, whichever is the lesser.
- B. If the Selling price is greater than \$12,500 but less than \$25,000 allow the cost of repairs or \$1,500 as DVA, whichever is the lesser.
- C. If the Selling price is \$25,000 or greater allow the cost of repairs or \$2,000 as DVA whichever is the lesser.

Selling price for used Vehicles only is calculated from the actual cost of the Vehicle, free from loadings, plus outlays expended thereon and the average margin for gross profit.

Vehicle Repairs

If We accept a claim under this Policy and an insured Vehicle is to be repaired, We will arrange for it to be repaired by one of Our recommended repairers or You can choose Your own repairer.

We will:

- Repair the insured Vehicle to its condition immediately before the loss or damage occurred
- Use parts suitable for the insured Vehicle's age and condition
- Use only manufacturer's approved parts if the insured Vehicle is under warranty (but not an extended warranty)
- Only pay the Market Value of damaged parts We consider obsolete
- If You supply any parts We will only pay the cost to You plus 15% for those parts
- Replace damaged windscreens or window glass with glass that meets original standards and Australian Design Rules but which might be different from the original glass.

We are not responsible for costs that occur because of delays in delivery of parts.

You are responsible for the cost of any air-conditioning refit, re-gas or modification required by law.

You might have to contribute to the cost of repairing tyres, engines, accessories, paintwork, bodywork, radiators, batteries, interior trims or caravan annexes affected by wear and tear or rust and corrosion.

How much You pay depends on how worn these items were when the loss or damages happened.

Lifetime Guarantee

We will guarantee the quality of the material and labour used in repairs We authorise for the life of the insured Vehicle, even if You no longer own it. This means that We will fix problems that might arise from faulty materials or workmanship. However, this guarantee does not extend to repairs that You perform or any parts or accessories supplied by You.

Additional information about Your Policy

1. Principal/family owned vehicles

This Policy includes cover for any Vehicle which is acquired or used by You (and, at Your discretion, certain executives of Your Business) or their respective immediate family during the Period of Insurance provided that:

- a) The Sum Insured shall be regarded as the Market Value of the Vehicle, which shall include the additional cost of equipment, spare parts and accessories forming part of the Vehicle;
- b) Cover shall attach from the date the Vehicle became Your property or Your responsibility or the responsibility of, the executive and/or their immediate family; and
- c) The schedule of Vehicles shall be checked yearly and the appropriate Premiums and other charges paid or returned on a pro rata basis from the date that Vehicles were acquired or disposed of.

2. Special circumstances

It is hereby agreed that this insurance will not be prejudiced by:-

- a) any breach of the Policy conditions; or
- b) the Vehicle(s) being used in an unsafe or unroadworthy condition;

where such breach or use is without the knowledge or consent of Your insurance officer and the Premium, if affected, is adjusted accordingly.

It is further agreed that failure to give such notice in writing will not be held to invalidate this insurance insofar as the insurance related to Vehicle(s) is not affected by such breach or occurrence.

3. Unlicensed driver

We will indemnify You whilst any Vehicle in respect of which cover is granted by this Policy is being driven by an unlicensed driver, providing a licensed driver, being either You or an employee in Your direct service, is with the unlicensed driver.

4. Loan vehicles

If You have advised Us that it is Your practice to provide loan Vehicles (with or without consideration) to selected clients where that client owns a Vehicle which has been left with You for service or repair, or when awaiting delivery of a newly ordered Vehicle, then subject to the terms, conditions and exclusions of this Policy, We agree to insure such loan Vehicles under this Policy and subject to the following additional conditions:

- a) You undertake to satisfy Yourself that the borrower possesses a current Vehicle driver's licence; and
- b) Full details of the arrangement are recorded in a register of hire/loan Vehicles to be kept by You.

Cover for loan Vehicles is limited to a radius of 300km from the dealership and is subject to the completion of the AADA or equivalent loan agreement document and the retaining of a photocopy of the borrower's driver's licence.

5. Unregistered vehicles

The Policy covers You in respect of claims arising out of the unauthorised use by Your employees of unregistered mobile lifting equipment or other mechanically propelled vehicles on a public highway or thoroughfare.

We will also cover You in respect of claims arising out of the use of unregistered Vehicles operated on a public highway or thoroughfare in case of emergency.

This clause does not apply to cover provided under coverage section 5A legal responsibility.

6. Testing, delivery and collection of motor vehicles

We will Indemnify You in respect of any Vehicle which is being tested, demonstrated, collected, delivered or driven on any public or private Road, thoroughfare or premises by Your employees or any person using the Vehicle with Your consent.

Provided that cover for unaccompanied test drives is subject to You retaining a photocopy of the client's driver's licence.

7. Employees accessories

Accessories included in the definition of Vehicle include accessories owned by Your employees.

8. Vehicle modification

You may modify Your Vehicle from the manufacturer's specification, provided You comply with all relevant laws, by-laws and regulations and Your Vehicle remains roadworthy.

9. Premium adjustment – rise and fall

You must tell Us, within 14 days of the end of the Period of Insurance, the number and type of Vehicles You owned and operated on that date.

This section removes the requirement in Your Policy for You to notify us of additional Vehicles during the term of Your Policy. However You must still tell us about Vehicles that exceed the additional Vehicles monetary limit specified on Your Certificate of Insurance.

If the number of Vehicles Insured at the end of the Period of Insurance has changed from the number at the beginning of that time:

- You must pay an extra Premium for any extra Vehicles;
- We will refund part of Your Premium because the number of Vehicles has reduced.

The amount You pay, or We refund to You, within 30 days of the end of the period of insurance, is 50% of the Agreed Unit Premium specified on the Certificate of Insurance for that Period of Insurance for each Vehicle.

When we will not pay a claim (exclusions)

We will not pay a claim:

1. For loss, damage or legal responsibility incurred while Your Vehicle is being driven by or in the charge of any person (the phrase "any person" includes You):
 - a) whose faculties are impaired by or who is under the influence of liquor, or drugs, or liquor and drugs; or
 - b) who is convicted of driving or being in charge of such Vehicle while under the influence of liquor or drugs or liquor and drugs; or
 - c) in whose breath or blood the concentration of alcohol equals or exceeds that prohibited by the law applicable in the State or Territory at the time when the Accident which would otherwise give rise to a claim under this Policy occurred, as indicated by analysis of the person's breath or blood; or
 - d) who fails or refuses:
 - (i) to provide a specimen, or sample of breath for analysis by a breath analysing instrument; or
 - (ii) to provide a specimen or sample of blood for a laboratory test or blood test; or
 - (iii) to comply with a direction or requirement of a member of the police force or other authorised person as to the provision of a specimen, or sample of breath for analysis by a breath analysing instrument, a specimen or sample of blood for a laboratory test or blood test, where such specimen or sample is sought or such direction or requirement is made to ascertain the concentration of alcohol in such person's breath or blood while the Vehicle was being driven by or in the charge of such person.

However, any exclusions in paragraphs (a), (b), (c) and/or (d) of general exclusion 1 shall not apply if:

- a) there is any relevant statutory provision to the contrary or to the extent that there is any statutory provision which allows for an election by a person as to the specimen or sample such person may provide or which exempts a person from providing any specimen or sample but only to the extent of such election and/or exemption; or
- b) You prove that You did not consent to the Vehicle being either driven by or in the charge of any such person.

Note – If We pay a claim We can recover those costs from the person who was driving or in charge of Your Vehicle.

2. For the loss or damage caused by or contributed to, or legal responsibility arising:
 - a) as a result of Your Vehicle being used in a damaged, unsafe or unroadworthy condition.
However this exclusion does not apply where Clause 2 of the Important Information About Your Policy (Special Circumstances) applies.
 - b) as a result of Your own criminal act;
 - c) while Your Vehicle is being driven by any person who is not licensed to drive such a Vehicle under all relevant laws, by-laws and regulations. The phrase "any person" includes You.
However, this exclusion does not apply where:
 - (i) You prove that the Vehicle was being driven without Your knowledge or consent; and
 - (ii) Clause 3 of the Important Information About Your Policy (Unlicensed Driver) applies.
If We pay a claim We can recover those costs from the person who was driving or in charge of Your Vehicle.
 - d) while Your Vehicle is used to carry a number of passengers or convey a load more than Your Vehicle's designed carrying capacity;
 - e) as a result of Your deliberate action(s);
 - f) outside Australia except in transit by sea or air between places within Australia.
3. For Your loss of use, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages of Your Vehicle.
4. For damage to Your Vehicle's tyres by application of brakes or by punctures, bursts or road cuts.
5. If Your Vehicle is being used for the conveyance of passengers for payment or reward other than under a private non-profitable pooling arrangement. But this exclusion will not apply in instances when Your Vehicle is covered by this Policy as an ambulance, hire vehicle, taxi, or fare paying passenger omnibus.
6. For theft of Your Vehicle:
 - a) by any of You when more than one of You are Insured under this Policy;
 - b) by any person to whom such Vehicle is on hire under any agreement for hire including an agreement for hire purchase or lease;
 - c) by any person having a financial interest in or charge over such Vehicle.
7. In the event that Your Vehicle becomes a Total Loss, We will not pay any unexpired portion of the registration fee that is recoverable from the appropriate authorities.

8. If Your Vehicle is being used for or being tested in preparation for racing, pacemaking, reliability trial, speed or hill climbing test, any other motor sport or any speed or performance test or trials.
9. Claims arising out of any liability assumed by express warranty, or arrangement unless such liability would have attached notwithstanding such express warranty or agreement.
10. For loss, damage or legal responsibility incurred as a result of:
 - a) the lawful seizure, confiscation, nationalisation or requisition of the Vehicle;
 - b) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - c) the use, existence or escape of nuclear weapons material, or ionizing radiations from, or contamination by radioactivity from, any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
 - d) looting, sacking or pillaging following any of the events stated in 10(a), (b) and (c) above.
11. Claims in respect of:
 - a) any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such loss, damage or legal responsibility; or
 - b) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

For the purpose of this exclusion, an Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Notwithstanding any other provisions contained in this Policy, this exclusion shall override anything contained in this Policy that is inconsistent with this exclusion.

General conditions

1. Claims:

- a) If anything occurs which results in or could reasonably be expected to result in a claim under this Policy, You or Your legal representative must:
 - (i) notify Us immediately;
 - (ii) give Us full details of the circumstances of the Accident as soon as possible, but no later than 14 days after the Accident and provide at Your expense all proofs and information concerning the loss, damage or legal responsibility;
 - (iii) take all reasonable precautions to prevent further loss, damage or legal responsibility;
 - (iv) salvage and preserve damaged Insured Vehicles and make them available for inspection by Our representative if required;
 - (v) notify the police immediately on the discovery of any:
 - malicious damage or
 - theft or any attempted theft.
- b) No admission, offer, promise or payment shall be made or given by You or on Your behalf to any person or corporate body or other party without Our written consent.
- c) We shall have full discretion in the conduct, defence or settlement of any claim. You shall give all information and assistance as We may require in the prosecution, defence or settlement of any claim.
- d) Any communications from other parties MUST be notified and sent to Us immediately. Any notice of impending prosecution or details of any inquest or official inquiry MUST be given to Us immediately.

2. Other insurance:

If any other insurance covering any part of the subject matter of this Policy is effected by or on Your behalf after the commencement of this Policy, You shall immediately give written notice to Us advising full particulars of such other insurance.

3. Our Remedies - Claims:

We may refuse to pay a claim, or may reduce the amount payable under a claim, if a term of this Policy:

- a) requires You to do something, and it is not done; or
- b) requires You not to do something, and it is done;

and Your neglect, or action, causes or contributes to loss, damage or legal responsibility or prejudices Our interests, in respect of that claim.

4. Assignment of Rights:

When You claim under this Policy, We may take over any right that You may otherwise have had against any person who may be held responsible. We may take any recovery action in Your name.

5. Vehicle Availability:

You must make Your Vehicle available as and when We direct for inspection and/or repair.

6. Repair Authorisation:

Unless We agree in writing You must not authorise repairs to Your Vehicle.

7. Breach:

Breach or non compliance with any provision, exclusion or condition of this Policy without the knowledge or consent of Your officer responsible for insurance shall not affect Your right to the indemnity granted under this Policy nor shall any such breach or non compliance by one of You prejudice the interest of any other of You, provided the others of You immediately notify Us of any act or neglect which they become aware of which increases the risk of loss, damage or legal responsibility and pay on demand any reasonable additional Premium We require.

8. Cross Liability:

The words "You" or "Your" apply to each party comprising "You" or "Your" in the same manner as if that party were the only party comprising "You" or "Your", and We waive all rights of subrogation or action which We acquire against any of the parties.

Provided that nothing in this clause shall result in Us paying more in respect of an Accident than the amount shown on the Certificate of Insurance for the section, or clause under which cover is provided in respect of that Accident.

9. Excesses:

If required by Us, You must pay any Excess(es) before We make any payments, or provide You with any cover in relation to a claim. The Excess(es) must be paid to Us or as We direct within the time We specify.

There are two types of Excess:

- a) The Standard variable Vehicle Excess per Vehicle shown on Your Certificate of Insurance which applies to each claim You make in respect of a Vehicle; and
- b) The Age and/or Experience Excess which is shown on Your Certificate of Insurance.

When Your Vehicle is described on the Certificate of Insurance as a group of unspecified Vehicles or items, any Excess applying to Your Vehicle applies in respect of each claim in respect of each Vehicle or item.

An Age and/or Experience Excess shall not apply to claims for breakage of glass of Your Vehicle if that breakage is the only damage for which a claim is made.

10. Policy Changes in Writing:

The terms and conditions of this Policy shall apply unless We agree in writing to any changes and We will not forego any of Our rights nor disregard any failure by You to comply unless We agree in writing to do so.

11. Total Loss:

The insurance on any individual Vehicle Insured ceases automatically if, under a claim, We pay the total Sum Insured on the Vehicle. There is no refund of unexpired Premium in these circumstances.

12. Goods and Services Tax

a) Information You Must Give Us

If You are registered, or required to be registered, for goods and services tax ("GST") purposes, You, must provide Us in writing with Your Australian Business Number ("ABN") when requested. You must also tell Us in writing what Your Input Tax Credit ("ITC") entitlement is for Your insurance Premiums either:

- i) on or before entry into, renewal or variation of this Policy; or
- ii) if permitted under the GST Law, at any other time at or before You first notify Us of a claim under this Policy.

If You have told Us of Your ITC entitlement and Your ITC entitlement later alters, You must tell Us in writing about that alteration at or before the time You first notify Us of a claim under this Policy.

If You are registered and cease to be registered for GST purposes You must tell Us immediately in writing.

b) Calculating Claims

If You make a claim under this Policy, any payment or supply We make to You in respect of the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise in relation to Your claim will be calculated on the GST inclusive cost of Your claim.

In calculating such payment, We are entitled to reduce it by any ITC which You are, or would be, entitled to:

- i) for the acquisition of such goods, services or other supply; or
- ii) had the compensation been used to acquire such goods, services or other supply.

However, the total of all payments We make to You will not exceed Your Sum Insured, Limit or Sub Limit of Liability, or other monetary limitation.

The Sums Insured, Limits and/or Sub Limits of Liability, or any other monetary limitations are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

c) Payments

If You make a claim and We are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because You have not provided Your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid to You under this Policy (even though You have not received the withheld amount).

d) Interpretation

- i) Where this condition is in conflict with any other provision of this Policy, this condition will apply.
- ii) Reference to payments made to You include payments made on Your behalf or at Your direction.
- iii) Other expressions which are not defined but which are used in any legislation will have the meaning given to them in that legislation. Examples of this are "GST", "GST Law", "ABN" and "ITC".

At the scene of an accident

1. Assist the injured: Make sure that all injured persons are not in a position to injure themselves further. Phone an ambulance or doctor.
2. Clear the roadway of any debris.
3. Notify the police: If the combined damage to property, including the Vehicles involved, exceeds \$1,000 and/or if any person is injured.
4. Obtain full details: Write down full particulars of any other Vehicles concerned - registration number, year, make, model, full name and address of driver and registered owner and licence details, and other person's insurance company, date and time of Accident.
5. Admit nothing: Do not make an admission of liability or offer to pay for any damage, otherwise You will violate the conditions as laid out in Your Policy.
6. Seek witnesses: If possible, obtain the name, address and telephone number of all witnesses.
7. Tow-truck operators: There is no set charge for towing – if there is no urgency to have the Vehicle moved, get more than one quote before deciding who will get the job.

After the accident

1. Provide Us with full details:

As soon as possible after the Accident supply Us with full details in writing. You are also required to send any correspondence from other parties to Us, as well as any notice of impending prosecution or details of any inquest or official inquiry.

2. Do not authorise repairs:

Do not authorise repairs (including windscreen or glass breakage) without Our prior written consent.

3. Do not take legal action:

We will attempt to recover any outstanding debt resulting from an Accident, and if circumstances warrant, may elect to undertake Your defence in any court and represent You at any inquest or official inquiry, provided You have complied with the terms and conditions, and subject to the memoranda and exclusions, of the Policy.

Questions or complaints

If You have a complaint concerning the service You have received, please tell the people who provided the service to You.

If You have a complaint concerning this product You can:

- phone Us on 1800 689 762 (FREE CALL)
- fax Us on 1300 767 337
- write to Us on at Reply Paid 1453
Customer Relations Unit RE058
GPO Box 1453 BRISBANE QLD 4001 or
- email Us on customerrelations@suncorp.com.au

We will try to settle Your complaint within 1 working day. If We can't, We will tell You within 3 working days that We have received Your complaint and try to settle it within 21 days. For more information on our complaints handling process, please contact Us.

If You are dissatisfied with Our decision or the way We handled Your complaint, please let Us know.

Otherwise, You can contact the Financial Ombudsman Service. You need to do this within 3 months of receiving Our final decision.

You can contact the Financial Ombudsman Service by:

- phoning 1300 780 808 for the cost of a local call
- writing to GPO Box 3
Melbourne Victoria 3001
- faxing (03) 9613 6399 or
- visiting www.fos.com.au
- email info@fos.org.au

The Financial Ombudsman Service provides a free service and is a totally independent and impartial body.

They will tell You if they can help You, as their services are not available to all customers. If You want more information on the Financial Ombudsman Service, please ask Us for a brochure.

General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by visiting www.ica.com.au or phoning (02) 9253 5100.

How to contact 5Star Underwriting Agency Pty Ltd

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