

5Star

Hail 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 hail 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;
- 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 hail 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.

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. The excess is \$500 per Vehicle. The maximum Excess You will pay for any one claim is \$50,000.
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 or interior trims 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
Business	Means Your business or occupation stated in the Certificate of Insurance.
Certificate of Insurance	<p>The current certificate we issue You which forms part of this Policy and shows:</p> <ul style="list-style-type: none"> • the policy number, the Period of Insurance and the details of the Policy; • The Limit of Liability; • 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.
Duty of disclosure	<p>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.</p> <p>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.</p> <p>The information You tell Us can affect:</p> <ul style="list-style-type: none"> • the amount of Your Premium • 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>
Consignment/ Customer Stock:	Includes motor vehicles, trailers, boats, motor cycles, motorised homes, motor propelled machinery all of every kind and description whether registered or unregistered not belonging to You but left in Your custody for sale and/or repair and/or garaging and/or servicing and/or any other purpose in the course of the Business.
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.

Important terms explained (continued)

Term	Meaning
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	The amount which You have to pay towards the cost of any claim under this Policy. (see page 13 for details).
Hail	Means precipitation (falling) of particles of ice (hail stones) from clouds either separately or collected into irregular lumps.
Hail Damage	Means damage or destruction caused by Hail.
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.
Insured Property	Vehicles, as described in the Certificate of Insurance.
Limit of Liability/ Sub Limit of Liability	The amount specified in the Certificate of Insurance.
Market Value	Means the amount the market would pay for the Vehicle taking into account the age, make, model, kilometres travelled and condition of the Vehicle immediately before the Hail Damage.
Named insured	The person, company or legal entity shown as the insured on the Certificate of Insurance.
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/Situation:	Means the premises owned, leased, used and/or occupied by You for the purposes of the Business.

Important terms explained (continued)

Term	Meaning
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.
Premium Statement	The current statement issued by Suncorp which shows the amount payable by You.
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.
Sum Insured	Means the amount shown on the Certificate of Insurance as the sum insured. It is the maximum amount We will pay if the Insured Property is lost or damaged.
Supplementary PDS	A document that updates or adds to the information in the PDS.
Stock Card Value	Means Your accounting record either on paper or in electronic form, within which You record the complete details of Vehicles, including Your actual purchase cost and actual cost of improvements to the Vehicles.
Total Loss	Means where We decide your Vehicle is damaged beyond economical repair.
Vehicles	Includes motor vehicles, trailers, boats, motor cycles, 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. Vehicles does not include caravans.
Wholesale Market Value	Means the amount which another motor dealer would pay for a Vehicle if it purchased the Vehicle from You.
We, Us, Our, insurer	Suncorp Metway Insurance Limited ABN 83 075 695 966.
You, Your	The Named Insured together with: <ul style="list-style-type: none"> • any superannuation or pension scheme, welfare, social and/or sporting club formed with the consent of the Named Insured and for the benefit of its employees; and • any Other Interested Parties specified on the Certificate of Insurance for their respective rights and interests.

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 Your cover (See page 3). Please see conditions 1 on page 12 of this Policy. This clause may limit Our rights from Your non disclosure or misrepresentation of certain information.

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 Hail events that might result in a claim on Your Policy
- The address of Your Premises changes
- There is a significant increase in the number of Vehicles insured under this Policy.

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.

Co-Insurance

If at the time of Hail Damage Your Vehicle was insured for less than 80% of its Wholesale Market Value, then in the event of a claim We will pay the same proportion of the loss which the Sum Insured bears to 80% of the Wholesale Market Value of Your Vehicle. This provision does not apply where the Hail Damage does not exceed 5% of your declaration of the Wholesale Market Value of the Vehicle.

The Cover

We will cover You on the terms of this Policy for Hail Damage to Insured Property at the Premises which occurs during the Period of Insurance.

PROVIDED THAT the maximum we will pay for all claims, in total, during the Period of Insurance shall be the Limit of Liability or such amount(s) as may be substituted by endorsement.

Important information about your Policy

1. Interests of Other Parties / Other Interested Parties:

The pecuniary or economic interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties specifically noted in the records of the Named Insured (but excluding floor plan financiers) shall be automatically included without notification or specification. The nature and extent of such interest must be disclosed in event of any claim under this Policy.

Where the insurance covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the remaining party/parties, provided that the remaining party/parties:

- immediately on becoming aware of any act or neglect whereby the risk of Hail Damage to the Insured Property has increased, give Us notice in writing; and
- on demand pay such reasonable additional Premium as We may require.

2. Acquired Companies:

This Policy extends to cover Vehicles located in Australia belonging to companies and other organisations in which You acquire a controlling interest during the Period of Insurance provided that:

- You declare details of such acquisition within ninety (90) days following the date of acquisition; and
- the business of the new acquisition shall be similar to the Business as stated in the Certificate of Insurance.

For the purposes of this clause a controlling interest shall in the case of a company, mean the acquisition of shares carrying more than fifty per cent (50%) of votes capable of being cast at a general meeting of ordinary shareholders in such company.

3. Amount of Policy not reduced by loss:

The insurance under this Policy shall be automatically reinstated in the event of any Hail Damage covered by this Policy provided that You pay the additional Premium required by Us.

However, nothing in this clause will increase the Limit of Liability or any Sub Limit of Liability.

4. Subrogation Waiver:

We agree to waive any rights and remedies or relief to which We may become entitled by subrogation against:

- any corporation or organisation (including its directors, officers, employees or servants) which is owned or controlled by the Named Insured;
- all subsidiary companies of the Named Insured;
- any co-owner of the Insured Property; or
- any Named Insured (including its directors, officers, employees or servants).

5. Co-insurance

In the event of Hail Damage covered by this Policy We shall be liable for no greater proportion of such Hail Damage than the amount Your declaration of the Wholesale Market Value of the Insured Property on the day of the commencement of the Period of Insurance bears to eighty per cent (80%) of the Wholesale Market Value of Insured Property at the Premises on the day of commencement of the Period of Insurance but not exceeding the Limit of Liability.

Provided that this clause shall not apply if the Hail Damage does not exceed 5% of the amount of your declaration of the Wholesale Market Value of the Insured Property.

How claims are settled

In the event of a claim for Hail Damage, and subject to You paying the appropriate Excess, We will settle the claim according to the following methods.

Method 1

In the event of Hail Damage to a Vehicle which is covered by this Policy we shall pay the cost to repair the damage but We will not pay more than the Market Value of the Vehicle immediately prior to the Hail Damage. In the event you elect not to repair any damaged vehicle then Your payment will not exceed Your Stock Card Value.

Method 2

However, at Your option You may elect to have Us use the following Method 2 for determining how much We will pay in the event of Hail Damage to a Vehicle which is covered by this Policy.

- a) On Stock of NEW Vehicles in respect of which the Hail Damage is not recoverable under any Dealer Floor Plan Agreements:
 - i) 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 Hail Damage with no allowance for your margin or profit.
 - ii) 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%.
 - iii) At Your option, in respect of Vehicles which have travelled less than 10,000 km at the date of Hail Damage, the following basis of settlement will apply:
 - On Vehicles with a prescribed pre Hail Damage value of \$50,000 or less incurring 30% or more damage the Vehicle will be treated as a constructive Total Loss;
 - On Vehicles with a prescribed pre Hail 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;
 - On Vehicles with a prescribed pre Hail Damage value of greater than \$100,000 and incurring 20% or more damage the Vehicle will be treated as a constructive Total Loss.
- b) On Stock of USED Vehicles in respect of which Hail Damage is not recoverable under any Dealer Floor Plan Agreements:
 - i) Total Loss – The sum of the actual price paid by You for the Vehicle plus all direct expenditure subsequently incurred in the preparation and improvement of the Vehicle for resale, with no allowance for profit or other expenses;
 - ii) Partial Loss – The cost of repairs based on Your 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%.

- c) On Spare Parts and Accessories – 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 for such parts shall be the cost to You plus 15%, plus the reasonable cost of fitting.
- d) Leased Vehicles (Residual Value) – On Vehicles under a lease agreement becoming a Total Loss, the payout sum under the lease agreement if it is greater than the amount otherwise determined by Method 1 of How Claims are Settled.

Provided that Our liability under this clause to indemnify You in addition to the amount determined by the Method 1 of How Claims are Settled will not exceed ten percent (10%) of the amount determined by such Method.

- e) Customers' and other Vehicles (Including Consignment Stock) – The cost to repair, reinstate or replace the 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 Hail Damage occurring with allowance for wear, tear and depreciation.

Subject to the Sub Limits of Liability stated in the Certificate of Insurance.

Diminished Value Allowance (Motor Vehicle Stock):

In the event of Hail Damage to a stock Vehicle which is covered by this Policy, in addition to the any amount payable under method 1 or 2 above You may at Your option elect to have Us use the following method to determine how much We will pay in the event of Hail Damage to a Vehicle which is covered by this Policy.

If You elect for Us to use this method the amount We will pay for the Hail Damage will include the Diminished Value Allowance calculated in accordance with the scale of DVA described below.

Scale of DVA

On Stock of New Vehicles:

- a) If the selling price is \$60,000 or greater the amount We will pay is:
- If Hail Damage is \$800 or less, the cost of repairs as DVA;
 - If Hail Damage is greater than \$800 but not exceeding \$5,000, then allow DVA of \$3,000;
 - If Hail 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 Hail Damage is \$800 or less, allow cost of repairs as DVA;
 - If Hail Damage exceeds \$800, allow \$2,000 as DVA.
- c) If the selling price is \$30,000 or greater but less than \$40,000:
- If Hail Damage is \$800 or less, allow cost of repairs as DVA;
 - If Hail Damage exceeds \$800, allow \$1,500 as DVA.
- d) If the selling price is less than \$30,000:
- If Hail Damage is \$800 or less, allow cost of repairs as DVA;
 - If Hail Damage exceeds \$800, allow \$1,200 as DVA.

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

On stock of 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 as DVA or \$1,200, whichever is the lesser;
- b) If the selling price is greater than \$12,500 but \$25,000 or less, allow the cost of repairs or \$1,500 as DVA, whichever is the lesser;
- c) If the selling price is greater than \$25,000, allow the cost of repairs or \$2,000 as DVA, whichever is the lesser.

Advertising Costs

Regardless of whether You elect to use Method 1, or 2 for settling claims, We will also pay the reasonable advertising costs incurred by You to facilitate the sale of Hail Damaged Vehicles, subject to a maximum payment of \$250 per Vehicle. Any amount We pay for advertising costs shall be in addition to any amount paid under Method 1 or 2 plus DVA.

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 or interior trims 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.

Conditions

1. Misrepresentation and Non Disclosure

Notwithstanding Your Duty of Disclosure, You shall not be prejudiced by any unintended and/or inadvertent error, omission or misdescription of the risk, interest or Insured Property under the Policy, incorrect declaration of value, failure to advise Us of any change of risk, interest or Insured Property or failure to comply with any statutory requirement, provided that :

- Your officer responsible for insurance shall, upon becoming aware of any such unintended and/or inadvertent act, error or omission, inform Us as soon as reasonably practicable; and
- on demand You pay such reasonable additional Premium as We may require from the date of the increase in risk or the date of the error, omission or misrepresentation, or failure to comply with the statutory requirement (whichever applies).

2. Other Insurance

You must give Us notice in writing of any other insurance or insurances effected covering the Insured Property as soon as practicable.

3. Excesses

If required by Us, You must pay any Excess(es), shown in Other Costs, Fees and Charges on page 2, 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.

When the Insured Property is described on the Certificate of Insurance as a group of unspecified Vehicles or items, any Excess will apply in respect of each Vehicle or item of Insured Property which is the subject of the claim.

The maximum Excess You will pay for any one claim is \$50,000.

4. Notification of Claims

You must:

- immediately notify Us on the happening of Hail Damage;
- within thirty (30) days after such Hail Damage (or such further time as We may in writing allow), at Your own expense, provide Us with a claim in writing containing as much information as is reasonably practicable regarding the damage Vehicles, the amount of the Hail Damage, the Market Value of the damaged Vehicles at the time of the Hail Damage, together with details of any other insurances on any Insured Property;
- use due diligence and do and concur in doing all things reasonably practicable to diminish Your loss;
- produce and furnish all books of accounts and other business books, invoices, vouchers and all other documents, proofs, information, explanations and other evidence and facilities as may reasonably be required for investigation and verification of the claim together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith;
- on request, deliver to us a statement in writing of any claim certified by Your auditor, with all particulars and details reasonably practicable of the loss.

No claim under this Policy shall be payable unless the Insured has complied with the terms of this condition.

5. Fraud

If:

- any claim made by You is in any respect fraudulent;
- any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy; or
- any Hail Damage is caused by Your wilful act or with Your connivance,

We shall be entitled to refuse to pay such claim without prejudice to any other right(s) We might have at law or under this Policy.

6. Insurer's Rights

On the happening of Hail Damage in respect of which a claim is or may be made under this Policy We (or any person authorised by Us) may, without incurring any liability and without diminishing Our right to rely upon any conditions of this Policy:

- take or keep possession of any Hail Damaged Vehicle; or
- require to be delivered to Us any Hail Damaged Vehicle; and

We may keep possession of and deal with any such Vehicle for all reasonable purposes and in any reasonable manner.

This condition shall be evidence of the leave and licence from You to Us to do so. If You (or any one acting on Your behalf) shall not comply with Our requirements or shall hinder or obstruct Us in doing any of the abovementioned acts, then all benefits under this Policy shall be forfeited. You shall not in any case be entitled to abandon any property to Us whether We have taken possession of the Vehicle or not.

7. Subrogation

- a) Any person claiming under this Policy shall at Our request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon our paying for, or making good, any Hail Damage.
- b) If We make any recovery as a result of such action, You may only recover from Us any amount by which the amount recovered by Us exceeded the amount We paid to You in relation to the loss.

8. Precautions to Prevent Loss

You must take all reasonable precautions to prevent Hail Damage to the Insured Property by this Policy.

9. Observance of Terms and Conditions:

The due observance and fulfilment of these conditions and the other terms of this Policy by You, insofar as the same are capable of being construed as such, are conditions precedent to any liability We may have to make any payment under this Policy.

10. Progress Payments:

Provided that indemnity has been admitted, progress payments on account of any claims may be made to You at such intervals and for such amounts as may be agreed upon production of a report by the loss adjuster (if appointed), provided such payment(s) shall be deducted from the amount finally determined upon adjustment of the claim.

11. Headings:

Headings have been included for ease of reference and it is understood and agreed that the terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

12. One Event for Hail:

Any one event or series of events within a seventy-two (72) hour period will be classified as a single event except where otherwise designated by the Australian Bureau of Meteorology as separate events.

13. Goods and Services Tax

a) Information You must give to 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 advise Us in writing what your Input Tax Credit ("ITC") entitlement is for the insurance premium 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 Your ITC entitlement under (a) above and Your ITC entitlement later alters, You must tell Us in writing about that alteration.

If You are registered and ceases 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 a claim will be calculated on the GST inclusive basis.

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 the Sum Insured, Limit or Sub Limit of Liability, or other monetary limitation in this Policy.

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 had 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".

When we will not pay a claim (exclusions)

We will not be liable for:

1. Hail Damage unless destruction or damage occurs more than forty-eight (48) hours after 4:00pm on the day a request for Hail cover on the Insured Property has been received and accepted by Us. This exclusion (1) does not apply to Insured Property that was insured for Hail Damage immediately prior to the start date of the Period of Insurance.
2. Hail Damage caused by or traceable to your wilful act or neglect.
3. Any indirect or consequential loss.
4. Legal liability of any kind or description.

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

This product is distributed by
5Star Underwriting Agency Pty Ltd
ABN 85 076 884 181
AFSL 247073

Phone (07) 3349 9411
Fax (07) 3349 7322

PO Box 6283,
Upper Mount Gravatt Qld 4122

Web address www.5starunderwriting.com.au

Who we are

This insurance is issued by
Suncorp Metway Insurance Limited
ABN 83 075 695 966
AFSL 229869

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