

# Commercial Motor Vehicle Insurance

Product Disclosure Statement  
& Policy Wording

# BLUE DOG



Insurance for the tradie... and his dog

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Thank you for choosing Calliden for your insurance. This booklet is divided into two parts - the first part contains the Product Disclosure Statement and the second part contains the Policy Wording. It is important that you read this booklet carefully.

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## Product Disclosure Statement

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### Introduction

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This document is a Product Disclosure Statement (PDS) for our Commercial Motor Vehicle Insurance Policy and is also the Commercial Motor Vehicle Insurance Policy wording.

This PDS is dated 01 January 2010 (ref: CMBDG 0110) and is issued by:

Calliden Insurance Limited  
Level 7, 100 Arthur Street  
North Sydney, NSW 2060  
Phone: 02 9551 1111  
Fax: 02 9551 1155

The PDS has been prepared to assist you in understanding the key features of the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium will be calculated. You should read it carefully. You should also read the policy wording for full details of the terms, conditions and limitations of the insurance cover.

## About the Insurer

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Calliden Insurance Limited (Calliden) ABN 47 004 125 268, is a public company incorporated in Australia. It is authorised under the Australian Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia. As an authorised insurer, Calliden is regulated by the Australian Prudential Regulation Authority. Calliden is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No 234438) issued pursuant to that Act. As a holder of an AFS Licence, Calliden is regulated by the Australian Securities and Investments Commission (ASIC). Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia.

## About Blue Dog Insurance

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ARGIS Limited t/as Blue Dog Insurance (ABN 85 063 244 995, Authorised Representative No. 342981) (Blue Dog Insurance) arranges policies for and on behalf of Calliden.

Blue Dog Insurance acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this Policy Blue Dog Insurance acts as an agent for the insurer and not for you.

If you have any queries in relation to your policy, you can contact Blue Dog Insurance in any of the following ways:

Address: Level 1, 467 Kiewa St, Albury NSW 2640

Ph: 02 6051 2611

Fax: 02 6051 2630

## How to Contact Us

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You may contact Calliden in any of the following ways:

- By telephone on 02 9551 1111
- By writing to us at Calliden Insurance Limited, PO Box 348, Milsons Point NSW 1565
- By email through our website [www.calliden.com.au](http://www.calliden.com.au)

## General Insurance Code of Practice

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Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Significant Features and Benefits of the Policy

The policy offers you a choice of two levels of cover.

| Cover Provided          |   |
|-------------------------|---|
| <b>Comprehensive</b>    | <p>Cover for loss or damage to your vehicle.</p> <p>Cover for your legal liability for personal injury or property damage following an accident involving your vehicle.</p> |
| <b>Third Party Only</b> | <p>Cover for your legal liability for personal injury or property damage following an accident involving your vehicle.</p>  |

| Significant Features and Benefits of Comprehensive Cover |  |
|--|--|
| <b>Comprehensive vehicle cover</b>                       | Agreed value or market value as nominated in your schedule.                            |
| <b>Towing following accident</b>                         | We will pay reasonable costs.  |
| <b>Emergency Repairs</b>                                 | \$500 limit if vehicle cannot be driven.   |
| <b>Third party at fault accidents</b>                    | No excess if third party at fault can be identified.                                   |
| <b>Hire car costs following theft</b>                    | Up to \$1,000 for up to 14 days.   |
| <b>Collect or deliver your vehicle</b>                   | Up to \$1,000 if the vehicle is repaired over 150kms from where it is usually garaged. |
| <b>Permanent replacement</b>                             | We will cover a replacement vehicle for 14 days from the date of purchase.             |

## Significant Features and Benefits of Comprehensive Cover (cont'd)

|   |  |
|---|--|
| <b>Total loss replacement</b>                       | We will offer you a new replacement vehicle if your vehicle becomes a total loss in the first 12 months of registration, where you are the first registered owner. |
| <b>Loss or Damage to trailer</b>                    | Cost of repair or replacement up to the the market value or \$500 or unless stated otherwise in your schedule.   |
| <b>Emergency Accommodation/ Travel</b>              | Up to \$1,000 if more than 150kms from where the vehicle is normally garaged and the vehicle is undriveable.   |
| <b>Personal property</b>                            | Up to \$100 per item and \$500 in total for the period of insurance if accidentally damaged.   |
| <b>Lease Payout</b>                                 | Up to 20% of the market or agreed value to discharge your obligations under a lease.   |
| <b>Signwriting</b>                                  | Up to \$1,000 to repair or replace signwriting or advertising on your vehicle.   |
| <b>Optional Excess Free Windscreen/Window cover</b> | Free repair or replacement of one windscreen/window per period of insurance without applying an excess.  |
| <b>Replacement of Locks and Keys</b>                | Up to \$2,000 if keys are stolen.  |
| <b>Choice of Repairer</b>                           | Available or we can recommend a repairer convenient to you.  |
| <b>Cover for damage to other people's property</b>  | Up to \$20m including costs.   |

### Significant Features and Benefits of Comprehensive Cover (cont'd)

|   |   |
|---|---|
| <b>Cover for damage to other people's property while driving a substitute vehicle</b> | Up to \$20m including costs.  |
| <b>Personal Injury to other people</b>  | Only if the vehicle is not insurable under a compulsory scheme.               |
| <b>Transportation of dangerous goods</b>  | Up to \$500,000 for liability arising from transportation of dangerous goods. |

### Significant Features and Benefits of Third Party Only Cover

|   |  |
|---|--|
| <b>Cover for damage to other people's property</b>                                    | Up to \$20m including costs.   |
| <b>Cover for damage to other people's property while driving a substitute vehicle</b> | Up to \$20m including costs.   |
| <b>Personal Injury to other people</b>  | Only if the vehicle is not insurable under a compulsory scheme.                              |
| <b>Transportation of dangerous goods</b>  | Up to \$500,000 for liability arising from transportation of dangerous goods.                |
| <b>Damage caused by uninsured vehicles</b>  | Up to \$5,000 if you are not at fault and you can provide the details of the party at fault. |

## Exclusions

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The policy will not provide insurance cover under certain circumstances. For example, we will not cover claims for loss or damage or liability arising from your vehicle or substitute vehicle being used illegally or for unlawful purposes. Full details of the exclusions appear in the policy wording. You should read the policy wording and make yourself aware of all the exclusions that apply.

## Conditions

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You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium. Conditions of cover are shown in 'General Conditions' in the policy wording. You should make yourself aware of all the conditions that apply by reading the policy wording.

## Limits of Cover

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Our liability is limited to the amounts shown in the schedule that we will issue to you. You need to decide if the limits of cover are appropriate for you. If they are not, you may be underinsured and have to bear part of any loss yourself.

## Excesses

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The excess is the amount you must contribute towards the cost of any claim you make. The excess applicable will be shown in your policy schedule.

You may have to pay more than one excess depending upon the age and driving experience of you or named drivers. The standard excesses you may be required to pay are:

- **Basic Policy Excess:** the first amount you must contribute towards each and every claim you make under the policy. The basic policy excess is \$500.

- **Age or Inexperienced Driver Excess:** is in addition to the basic policy excess. The age and inexperienced driver excesses that apply to this policy are:
  - \$500 while your vehicle is being driven by or is in the charge of any person under the age of 25;
  - \$500 while your vehicle is being driven by or is in the charge of any person who has held a full Australian Drivers Licence for less than two years.

We may at our discretion increase any of the standard excesses listed above based on our overall assessment of the risk and your insurance claims or loss history. If we increase any of the above listed standard excesses, this will be shown on your schedule.

The excess must be paid when a claim is made unless:

- we agree the accident was entirely the fault of the other driver or party; and
- you can give us the name and address of the other driver or party; and
- you can give us the registration of the motor vehicle that caused the damage to your vehicle.

## Repairs

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When we authorise repairs to your vehicle, we guarantee the quality of the workmanship and materials for the life of your vehicle. For more details about how we will repair your vehicle, please see 'Repairs' section in the policy wording.

## Cost of Your Policy

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The amount that we charge you for this insurance when you first acquire your policy and when you renew your policy is called the premium. The premium is the total that we calculate when considering all of the factors which make up the risk, such as:

- cover you choose
- the amount of benefit chosen
- the individual circumstances of the insured including matters such as age of vehicle, and age of drivers.

The total cost of your policy is shown on your policy schedule and is made up of your premium plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees.

### **What happens if you do not pay the cost of your policy by the due date?**

We will have the right to cancel your policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

### **Paying by instalments**

- Where you pay your premium by instalments:
  - we will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for 14 days or more;
  - if any instalment of premium has remained unpaid for 30 days, the policy will come to an end without notice to you.

- In the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of your claim.
- If the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

### Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include:

| Costs Or Fees                  | Details  |
|--------------------------------|--|
| <p><b>Cancellation Fee</b></p> | <p>You may cancel your policy at any time. If you choose to cancel your policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residue for the unexpired period, less any non-refundable government taxes or charges provided that:</p> <ul style="list-style-type: none"> <li>• no event has occurred where liability arises under the policy; and</li> <li>• you pay the applicable cancellation fee.</li> </ul> <p>For details of your cancellation fee please refer to your Financial Services Guide (FSG), Statement of Advice (SOA) or contact your broker or insurance intermediary directly.</p> |

| Costs Or Fees                 | Details  |
|-------------------------------|--|
| <b>Monthly Instalment Fee</b> | If you choose to pay your premium in monthly instalments you may incur a monthly instalment fee. For details of your monthly instalment fee please refer to your FSG, SOA or contact your broker or insurance intermediary directly.   |
| <b>Administration Fee</b>     | Your broker or insurance intermediary may charge an administration fee for issuing your policy documentation. For details of your administration fee please refer to your FSG, SOA or contact your broker or insurance intermediary directly.  |
| <b>Commissions</b>            | Your broker or insurance intermediary may receive a commission payment from us when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your FSG, SOA or contact your broker or insurance intermediary directly. |

## GST

If you are entitled to an input tax credit for the premium, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are liable to pay an excess under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess.

## Cooling Off Period

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There is a 21 day cooling off period. If you are not completely satisfied with your policy you can cancel it by contacting us in writing within 21 days of the date of issue of your policy. We will refund your premium less any non refundable government charges and taxes that we have paid. You do not have a right to cancel your policy if you make a claim for any incident within the 21 day period. For cancellation rights after the 21 day period, please see 'Cancellation of your Policy' section in the policy wording.

## Duty of Disclosure

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Whether you are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy you have a duty of disclosure.

### **Your duty of disclosure for new policies**

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

### **Your duty of disclosure for renewals**

If you have already entered into a policy and you are proposing to renew, vary, extend or reinstate the policy your duty of disclosure changes. You have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

### **Who needs to tell us?**

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the policy.

### **What you are not required to disclose**

Your duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, and
- we have indicated we do not want to know.

### **If you do not tell us**

If you do not answer our questions in this way or disclose everything you know, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

## **Dispute Resolution Process**

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### **How you can resolve a complaint you have with us**

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance policy.

## **Contact us**

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
  - Fax: 02 9551 1155
  - Address: PO Box 348, Milsons Point NSW 1565

## **How we resolve complaints**

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

## **If your complaint is still unresolved**

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit [www.fos.org.au](http://www.fos.org.au)

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

## **Privacy**

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Calliden respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information. In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at [www.calliden.com.au](http://www.calliden.com.au)
- phone 02 9551 1111
- by email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565.

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# Commercial Motor Vehicle Insurance Policy

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## Introduction

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This is **your** comprehensive Commercial Motor Vehicle Insurance Policy Wording. Please read it carefully to ensure that it meets **your** needs. If **you** have any queries, please contact Calliden or **your** insurance adviser.

**Your** policy is a contract of insurance between **you** and Calliden Limited. **Your** policy is made up of:

- This policy wording;
- The most current policy **schedule** issued by **us**;
- Any endorsements; and
- Any other change advised by **us** in writing.

Please keep **your** policy documents in a safe place.

This policy wording contains two sections:

- **Section 1: Loss or damage to your vehicle.**
- **Section 2: Legal liability cover.**

## Definitions

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The following definitions apply in this policy:

**Agreed value** means the amount **we** agree to insure **your vehicle** for. This amount is shown on **your schedule**.

**Business** means **your** business, trade or profession, as specified in the **Schedule**.

**Authorised driver** means anyone **you** authorise to drive **your vehicle**.

**Dangerous goods** means explosives in the Australian Code for the Transport of Explosives by Road and Rail and dangerous goods in the Australian Code for the Transport of Dangerous Goods by Road and Rail.

**Electronic Data** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**Emergency repairs** means minor repairs which are essential for **you** to be able to drive **your vehicle** safely from the accident or event causing the damage.

**Employee(s)** means any person who is engaged by **you** to work in **your** service in the ordinary course of **your business**.

**Excess** means the amount that **you** must pay towards the cost of any claim under **your** policy.

**Inexperienced driver** means a driver under the age of 25 or a driver over the age of 25 who has been licensed for less than 2 years to drive the class of vehicle being driven or who holds a learner driver permit for the class of vehicle being driven.

**Market value** means the amount of money **we** calculate it would cost to replace **your vehicle** in **your** local area with an identical vehicle. It takes into account the age, make, model, kilometres travelled and condition of **your vehicle**. It includes GST, registration, CTP insurance and any other on road costs.

**Period of insurance** means the time **you** are covered by insurance. It is shown on **your schedule**.

**Pollutants** means any contaminant or irritant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, toxic chemicals, waste, liquids or gases.

**Schedule** means the document **we** give **you** which sets out the details of **your** insurance cover. **You** will receive a **schedule** when **you** first take out **your** insurance and again when the policy is renewed or changed.

**Substitute vehicle** means a registered vehicle which does not belong to **you** and which **you** are using while **your vehicle** is unable to be driven.

**Total loss** means **we** have decided it is uneconomical to repair **your vehicle** or **your vehicle** has been stolen and **we** have determined it is unlikely to be recovered.

**You** or **your** means the person(s), companies and firms named in the **schedule** as the insured.

**Your vehicle** means the registered vehicle listed in the **schedule** that **we** are insuring for **you**. This includes manufacturer's standard accessories, options and tools and any fitted and non standard accessories or any other equipment, if **you** tell **us** about them and **we** agree to insure them.

**We, us** or **our** means Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AR 342981).

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## Section 1:

# Loss or damage to your vehicle

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### What is covered

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If **you** have selected cover under section 1 and this is shown on **your schedule**, **we** will repair, replace or pay at **our** option for loss of and/or damage to **your vehicle** (and any ropes, tarpaulins, straps or chains while they are in or on **your vehicle**) when it is accidentally damaged, stolen or burnt anywhere within Australia during the **period of insurance** provided **you**, or an **authorised driver**, are using **your vehicle**.

**We** will not pay for theft of any ropes, tarpaulins, straps or chains unless **your vehicle** is stolen.

Declaration of a **total loss** is at **our** option. The most that **we** will pay is the **agreed value** or **market value** of **your vehicle** shown on **your schedule**. If **your vehicle** is a **total loss**, and **your vehicle** is financed, **we** will pay the total finance amount that **you** owe on **your vehicle** to the financier and then pay **you** the balance (less the total **excess** that applies). The most **we** will pay is the **agreed value** or **market value** of **your vehicle** shown on **your schedule**.

If the cost of obtaining replacement parts and repairing **your vehicle** exceeds the **market value** or **agreed value**, **we** reserve **our** right to declare **your vehicle** a **total loss**.

### Replacement new vehicle after total loss

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**We** will offer **you** a new replacement vehicle of the same make, model and series as **your vehicle** if:

- **Your vehicle** was first registered as a new vehicle within 12 months of the date of the event that caused the **total loss**, and you are the first registered owner; and

- The **total loss** is covered by this policy; and
- A vehicle of the same make, model and series is available in Australia; and
- Anyone who provided finance for **your vehicle** agrees to the replacement in writing.

**We** will also pay all on road costs and **your** policy will continue to its expiry date if **we** agree to continue to insure **you**.

## Additional cover

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### Hire vehicle after theft

If **your vehicle** is stolen, **we** will pay up to \$1,000 for the cost of hiring a vehicle similar to **your vehicle**.

**We** will pay this cost until **your vehicle** is found or for a maximum of 14 days of hire. **We** will only pay these hire costs when **you** make a claim and pay the applicable **excess**.

### Loss or Damage to Trailer

If a trailer is damaged or stolen while it is attached to **your vehicle**, we will pay the cost of repairing or replacing the trailer up to the lesser of the **market value** or \$500, unless a higher amount is shown on **your schedule**.

### Emergency Repairs

If **your vehicle** is damaged, **we** will pay up to \$500 for **emergency repairs** that are needed so that **you** can return to the place where the **vehicle** is normally garaged.

### Personal Property

**We** will pay up to \$100 for any one item and \$500 in any one **period of insurance** for accidental damage to any personal property that **you** own or that **your employees**, directors, officers or partners own.

Personal property does not include money, cheques, credit or debit cards, mobile phones, firearms, jewellery, watches or furs.

## Towing

If **your vehicle** is damaged, stolen or burnt, **we** will pay the reasonable cost of removing **your vehicle** to the nearest repairer or any other place that **we** agree to.

## Vehicle Repatriation

If **your vehicle** is damaged in an accident more than 150kms from where it is normally garaged and cannot be driven, **we** will pay up to \$1,000 to have **your vehicle** returned to where it is normally garaged if the repairs to **your vehicle** are completed in an area more than 150kms from where **your vehicle** is normally garaged.

## Removal of Debris

If **your vehicle** is damaged, stolen or burnt **we** will pay up to \$2,000 for the reasonable cost of removing **your vehicle** debris from the accident site, or where **your vehicle** was burnt.

If goods fall from **your vehicle** or if goods that **your vehicle** is carrying leak, explode or escape, **we** will pay up to \$5,000 for the reasonable cost of cleaning up or removing any debris.

## Emergency Accommodation or Travel

If **your vehicle** is damaged in an accident more than 150kms from where it is normally garaged and cannot be driven, **we** will pay up to \$1,000 for either one night's accommodation only for **you** or **your authorised driver** and any passengers if **you** are not able to complete **your** journey in the same day or for the cost of transporting **you** or **your authorised driver** and any passengers back to the point of departure or to where **your vehicle** is normally garaged.

## Locks and Keys

**We** will pay up to \$2,000 for the cost of replacing **your vehicle's** keys and/or recoding **your vehicle's** locks if **your vehicle's** keys are stolen and police investigations conclude they are unlikely to be found.

## Lease payout

If **your vehicle** is declared a **total loss**, and **your vehicle** is leased, **we** will pay to discharge **your** obligations under the lease if the amount **you** owe under **your** lease is more than the **agreed value** or **market value** shown on **your schedule**. The most **we** will pay is 20% of the **agreed value** or **market value** shown on **your schedule**. **We** will not pay for any payments or interest in arrears at the time of the loss or damage and **we** will have the benefit of any discount in respect of finance charges and/or interest for the unexpired term of the agreement.

## Funeral Expenses

**We** will pay up to \$5,000 for funeral expenses if **you** or an **authorised driver** die from injuries suffered in an accident arising out of the use of **your vehicle**, and **your** or the **authorised driver's** death occurs within 12 months of the accident.

## Disability Modifications

**We** will pay up to \$3,000 to modify **your vehicle** if **you** or an **authorised driver** are permanently disabled as a direct result of an accident arising out of the use of **your vehicle**.

## Maritime Liability

If **your vehicle** is being transported by sea between places within Australia **we** will cover **you** for **your** liability under Maritime Law for general average and salvage charges. General average means that if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship, the owners of the remaining cargo must contribute towards the loss suffered by the other owners. Salvage charges means costs incurred in recovering a marooned or disabled ship. **You** may be liable for these costs even if **your vehicle** is not damaged. **We** will not pay more than the **agreed value** of **your vehicle**, which is shown in **your schedule**.

## Signwriting

If signwriting or advertising signs permanently attached to **your vehicle** are accidentally lost or damaged, **we** will pay up to \$1,000 to repair or replace the signwriting or advertising signs.

## Tyre Replacement

If any tyre(s) attached to **your vehicle** (excluding spare tyres) are accidentally lost or damaged and **we** agree the tyre(s) cannot be used, **we** will pay to replace the tyre(s) with a tyre of similar make and specification provided that:

- the condition of the tyre(s) before the damage or loss, complied with applicable legal requirements; and
- the tyre(s) had not been recapped or retreaded.

## Optional cover

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### Windscreen or window repair/replacement

If **you** choose this optional cover, and it is shown in **your schedule**, **we** will pay for damage to a windscreen or window when there is no other damage to **your vehicle**.

**We** will either:

- pay to repair one single chip or crack in a windscreen or a window of **your vehicle**. **We** will only do this once during the **period of insurance**; or
- **we** will pay to replace one windscreen or a window of **your vehicle**. **We** will only do this once during the **period of insurance**.

Repair or replacement of a windscreen or window once during the **period of insurance** does not require payment of an **excess**.

## Repairs

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If **we** accept **your** claim and agree to repair **your vehicle**:

- **we** can recommend a repairer; or
- **you** can choose **your** own repairer. If **you** choose **your** own repairer, **we** may not always authorise repairs. Further details about this appear below.

If **we** authorise a repairer **we** recommend, or if **we** authorise the repairer **you** choose, to carry out repairs to **your vehicle**, **we**:

- will repair **your vehicle** and return it, as close as is possible, to the condition it was in before the incident which damaged **your vehicle**;
- will use new parts or parts consistent with the age and condition of **your vehicle**;
- will use manufacturer's approved parts if **your vehicle** is under warranty (but excluding extended warranty);
- may instruct the repairer to use other repairers to complete certain parts of the repairs. For example, if **your** windscreen is damaged, **we** may instruct the repairer to have the windscreen repaired by a specialist windscreen repairer;
- guarantee the quality of workmanship and materials for the life of the **vehicle**.

If **you** choose **your** own repairer:

- repairs cannot be started until **we** decide whether **we** will authorise the repairs;
- **we** may not authorise repairs. If **we** do not authorise repairs, **we** will pay **you** the amount that **we** determine to be fair and reasonable for the repairs. This amount will be determined by a motor vehicle assessor appointed by **us** inspecting the damage to **your vehicle**, and reviewing, adjusting and/or reducing **your** repairer's quote. **We** may also compare **your** repairer's quote with a quote **we** obtain from a repairer **we** choose;
- if **we** do not authorise repairs and **we** pay **you** the amount **we** determine to be fair and reasonable for the repairs, **we** will not guarantee the quality of workmanship and materials.

Whether **we** choose to authorise repairs or not, **we**:

- will not be responsible for additional costs incurred because of delays in delivery of parts;
- will not pay for any air-conditioning refit, re-gas or modification required by law;
- may require **you** to contribute to the cost of the repairs if the repairs to **your vehicle** leave it in a condition that is better than the condition it was in before the incident that caused the damage.

## What you are NOT covered for

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**We** will not cover:

- Reduction in value of **your vehicle** due to repair or its age or condition;
- Deterioration, wear, tear, rust or other forms of corrosion to any part or parts of **your vehicle**;
- Mechanical, structural, electronic or electrical failure or breakdown. **We** will pay for resultant damage to **your vehicle** if the failure or breakdown results in damage to **your vehicle** by accident or fire;
- The cost of repairing or replacing parts that have failed or broken down;
- The cost of repairs to **your vehicle** for damage or faulty repairs that occurred before this insurance commenced;
- Tyre damage caused by cuts, punctures or bursting of the tyres or that occurs by applying the brakes of **your vehicle**;
- Loss of use of **your vehicle**, consequential loss or financial expenses (other than cover given under Hire Vehicle After Theft, Additional Cover);
- Loss or damage to any load or goods that **your vehicle** is carrying;
- Loss or damage caused by or arising from any defect, fault or failure in or of the design or specification of **your vehicle**.

**We** will not pay for loss of and/or damage to **your vehicle** when it is being used for work by anyone other than **you** or an **authorised driver**.

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## Section 2: Legal Liability Cover

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### What is covered

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If **you** have selected cover under section 1 or section 2 and this is shown on **your schedule**, **we** will pay the amount **you** are liable to pay for a claim made against **you** following an accident anywhere in Australia involving **your vehicle** which causes damage to someone else's property. The accident must occur during the **period of insurance**. **We** will also pay any legal costs and expenses that **you** incur, provided **we** agree to them in writing before they are incurred.

The accident that results in the claim against **you** must arise from:

- **you** or an **authorised driver**, using **your vehicle**;
- **you** or an **authorised driver**, using a **substitute vehicle** that **you** do not own;
- loading or unloading goods from **your vehicle** or a **substitute vehicle** provided that no other public liability insurance applies;
- goods falling from **your vehicle** or a **substitute vehicle**;
- **you** or an **authorised driver**, towing one trailer or one caravan or one disabled vehicle;
- any passenger in, or getting into or out of **your vehicle** or a **substitute vehicle**.

The maximum that **we** will pay, including legal costs, is \$20 million for any single accident or series of accidents arising out of the same event.

## Additional Cover

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### Personal Injury Claims

**We** will pay the amount **you** are liable to pay following an accident involving **your vehicle** or a **substitute vehicle** which causes death or bodily injury to another person. Cover is provided only where that other person is not entitled to any compensation under any statutory compulsory insurance or motor accident compensation scheme because **your vehicle** is of a type which cannot be insured under any compulsory insurance scheme.

### Substitute Vehicles

**We** will pay for liability arising from the use of a **substitute vehicle** as set out above, provided that **you** are not using more than one **substitute vehicle** to replace **your vehicle** at any one time and there is no other motor vehicle insurance covering the **substitute vehicle** or public liability insurance covering the liability.

### First Aid Costs

If a third party is injured as a direct result of an accident involving **your vehicle** and **you** are required to provide first aid to the third party, **we** will pay up to \$5,000 for any expenses reasonably incurred in the giving of the first aid.

### Emergency Services Expenses

If the police, fire brigade or any government emergency service charge **you** a fee/s for services provided as a direct result of an accident involving **your vehicle**, **we** will pay up to \$5,000 for the fee/s charged.

### Pollution

**We** will pay up to \$500,000 for **your** liability arising from the discharge, dispersal, release or escape of **pollutants** provided that the liability:

- arises from a sudden identifiable, unintended and unexpected event, which takes place in its entirety at a specific time and place during the **period of insurance**; and

- is caused by the ownership, possession, use or operation of **your vehicle**; and
- does not relate to land, property, air or a water course or body of water that **you** own or that is in **your** legal and physical control or custody.

### Non Owned Vehicles

**We** will pay for **your** liability that arises from the use of a vehicle that **you** do not own, while **you** or an **authorised driver** are driving the vehicle, provided that **you** are using the vehicle for a purpose related to **your business**. **We** will not pay for any loss or damage to any vehicle that **you** do not own.

### Transportation of Dangerous Goods

**We** will pay up to \$500,000 for **your** liability arising from the use of **your vehicle** to transport **dangerous goods**, provided that the transportation of **dangerous goods** is in accordance with the Australian Code for the Transport of Explosives by Road and Rail, the Australian Code for the Transport of Dangerous Goods by Road and Rail and any other relevant code, regulation or law.

**We** will not pay for the cost of cleaning up or removing debris if **your** transportation of **dangerous goods** does not result in personal injury to another person or damage to someone else's property.

### Vehicles in your car park

**We** will pay for **your** liability for loss or damage to vehicles (not owned or used by **you** or on **your** behalf) whilst in a car park owned or operated by **you** other than for reward, provided the liability is not covered by any other public liability insurance.

### Cross Liability

Where **you** comprise more than one party, each of **you** is considered as a separate legal entity and the expressions '**you**' and '**your**' apply to each party as if a separate policy had been issued to each of the parties but **our** aggregate liability is limited to the limits listed in this policy and the sums insured.

## What you are NOT covered for

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**We** do not provide cover for:

- loss of or damage to property that belongs to, or is in the control of:
  - **you** or any of **your** directors, officers, partners or **employees**;
  - an **authorised driver**;
  - any person an **authorised driver** employs;
- personal injury to:
  - **you**, an **authorised driver** or their or **your** family members or persons who normally reside with them or **you**;
  - any person an **authorised driver** employs;
  - any person, caused by any disease that is transmitted by **you**, an **authorised driver** or any of **your** directors, officers, partners or **employees**.

**We** do not provide cover for any claims arising from:

- death or personal injury if **you** or the entity or person legally liable is partly or wholly entitled to compensation under any statutory compulsory insurance or motor car accident compensation scheme in **your** State or Territory;
- death or personal injury if **you** or the entity or person legally liable would have been entitled to compensation under any statutory compulsory insurance or motor car accident compensation scheme but for the failure to register or insure **your vehicle** or lodge a claim with the compulsory insurance or motor car accident compensation scheme;
- death or personal injury if **your vehicle** is registered in the Northern Territory of Australia;

- any agreement or contract **you**, or an **authorised driver**, enter into. If **you**, or the **authorised driver** would have been liable without the agreement or contract, **we** will pay for that liability;
- the use of **your vehicle** or any attachment, plant, or machinery (mechanical or otherwise) as a tool of trade (excluding while **your vehicle** is being driven on a public road or while it is being used to carry goods);
- loss or damage to buildings, land or any form of fixed property caused by **your vehicle**;
- removing, weakening or interfering with supports or support structures of the land, building or any form of fixed property if **your vehicle** is being used for digging or excavation;
- the failure of **you** or an **authorised driver** to comply with legal requirements or advisory signs regarding the weight of **your vehicle**.

**We** do not provide cover for any penalties, fines or awards of aggravated, exemplary or punitive damages made against **you**, or an **authorised driver**.

**We** do not provide cover for actions brought in a court outside Australia or the application of law other than Australian law.

**We** do not provide cover for an **authorised driver** if that person has been refused motor vehicle insurance or has had renewal of motor vehicle insurance declined because of their driving, claims or criminal record.

**We** will not pay any amount that is:

- in excess of any limitations imposed by law;
- below any threshold imposed by the law;
- an excess or deductible under any statutory compulsory insurance.

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## General Extensions

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### Mergers and Acquisitions

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If you have selected cover under section 1 and this is shown on **your schedule**, the cover provided by this policy will extend to any entity or subsidiary company incorporated or acquired by **you** during the **period of insurance** provided that:

- **you** advise **us** in writing within 60 days of the date of incorporation or acquisition of any entity or subsidiary; and
- if the number of additional vehicles exceeds 25% of the number of vehicles declared at the commencement of the **period of insurance**, **you** must provide **us** with complete details of the additional vehicles within 60 days of the date of incorporation or acquisition of any entity or subsidiary and pay any additional premium that **we** may require.

No cover is provided by this additional benefit beyond the end of the **period of insurance**.

### Additional Vehicles

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If **you** have selected cover under section 1 and this is shown on **your schedule**, if during the **period of insurance** **you** purchase an additional vehicle that is similar to the vehicle(s) listed in **your schedule**, the additional vehicle will be covered by this policy for 30 days from the date it is purchased.

Cover for **your** additional vehicle will only continue if **you** provide **us** in writing with all details about the additional vehicle within 30 days of purchasing the additional vehicle, **we** agree to insure the additional vehicle and **you** pay any additional premium **we** may require.

The most **we** will pay for this additional benefit is the **market value** of the additional vehicle or \$100,000, whichever is the lesser.

## Employees and Volunteers Vehicles

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If **you** have selected cover under section 1 and this is shown on **your schedule**, **we** will pay up to \$15,000 or the **market value** (whichever is the lesser) for loss or damage to any vehicle belonging to **your employees** or volunteers if they are using their vehicle in the course of their employment or volunteer work, provided that the vehicle is not covered by any other motor vehicle insurance or the loss or damage is not covered by any other public liability insurance.

## Damage Caused by Uninsured Vehicle

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If **you** have selected cover under section 2 only and this is shown on **your schedule** and **you** or an **authorised driver** are involved in an accident where **you** or an **authorised driver** are not at fault, **we** will pay up to \$5,000 or the **market value** or the **agreed value** of **your vehicle** (whichever is the lesser) to repair **your vehicle**, provided that:

- **we** agree that **you** or an **authorised driver** were not at fault;
- **you** can provide **us** with the name and address of the driver at fault;
- the other vehicle was not insured;
- the other vehicle was not being driven by or owned by **you** or any other person or entity covered by this policy.

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## General Exclusions - What you are NOT covered for

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These exclusions apply to all sections of the policy.

**We** will not cover claims for loss, damage or liability arising from **your vehicle** or a **substitute vehicle** being:

- used illegally or for an unlawful purpose;
- used for transporting passengers and **you** get paid for this;
- used for hire;
- used for any purpose other than that for which **your vehicle** was made;
- driven when unregistered;
- used for a motorsport or testing including but not limited to any race, contest, trial, test, hill climb or any similar activity;
- driven by an unlicensed driver;
- used when it is in an unroadworthy or unsafe condition, and **you** knew, or should have known, that it was unroadworthy or unsafe;
- damaged in an accident and **you** or an **authorised driver** do not take reasonable steps to secure the vehicle to prevent further loss or damage. This also applies if **your vehicle** is stolen, and then found, and **you** have been told where it is;
- used for carrying a load not secured according to relevant codes, regulations and laws or carrying a load over the legal limits;
- used for carrying passengers or a load or towing a load in excess of the load or the number of passengers that **your vehicle** is designed to carry;

- used to move substances that pollute or contaminate, or **dangerous goods** unless this was done according to relevant codes, regulations and laws;
- driven by an incorrectly licensed driver or by a driver not complying with the conditions of his/her licence.

**We** will not pay claims for loss, damage or liability arising from:

- war or warlike activity. War does not have to be declared;
- hostilities, rebellion, insurrection or revolution;
- contamination by chemical and/or biological agents, which results from an act of terrorism. An act of terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious or ideological aim, or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public;
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or nuclear component thereof;
- lawful destruction or confiscation of **your** property;
- or caused by the use, existence, or escape of any nuclear or radioactive material;
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. **We** will pay for any resultant loss or damage that is covered by this policy;

- personal injury or property damage in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

**We** will not pay claims for loss, damage or liability:

- caused intentionally by **you**, or any of **your** directors, officers, partners or **employees** or a person acting with **your** express or implied consent;
- arising from **you**, or an **authorised driver**, deliberately causing an accident;
- if **your vehicle** has been modified from the manufacturer's original specification for the model and series, unless such modifications have been disclosed to **us** and details of the modifications are shown in **your schedule**;
- if **your vehicle** is being driven on rails other than as cargo;
- if **your vehicle** is being used in an underground mine, mining shaft or tunnel that is not a public road;
- caused by any boiler that attaches to or forms part of **your vehicle**;
- if an **inexperienced driver** was in control of **your vehicle** at the time of the incident causing the loss, damage or liability, unless **you** have told **us** about the **inexperienced driver**, **we** have agreed to the **inexperienced driver** using **your vehicle** and the **inexperienced driver** is listed in the **schedule**.

**We** will not pay claims for loss, damage or liability arising from **you** or an **authorised driver** being:

- under the influence of alcohol or drugs; or
- having a blood alcohol level higher than the level allowed by law; or
- refusing a person with legal authority to conduct a breath, blood or other appropriate test for the purpose of determining alcohol or drug levels in the blood.

This exclusion only applies if **you** knew, or should have known, that the **authorised driver** was under the influence of alcohol or drugs, or had a blood alcohol level higher than the level allowed by law, or refused a test.

**We** will not pay for any claim arising from or in connection with:

- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of **electronic data**;
- error in creating, amending, entering, deleting or using **electronic data**;
- total or partial inability or failure to receive, send, access or use **electronic data** for any time at all.

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## General Conditions

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These conditions apply to both section 1 and section 2 of the policy. If **you** do not comply with any of these conditions, **we** may refuse to pay a claim that **you** make under the policy or reduce the amount that **we** pay.

## Paying Your Premium

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If **you** pay an annual premium and **you** have not paid **your** premium by the due date or **your** payment is dishonored, this policy will not operate and **you** will not be covered.

If **you** pay **your** premium by instalments and the first instalment is not paid by the due date or is dishonored, this policy will not operate and **you** will not be covered.

If **you** are paying the whole or part of the premium by instalments, and one instalment of premium

- remains unpaid for at least 14 days, **we** may refuse to pay a claim altogether.

- is unpaid for at least one month, **we** may cancel the policy.

If **we** pay a claim when **your vehicle** is a **total loss** and **you** pay **your** premium by instalments, **we** will deduct any unpaid instalments from any amount **we** pay to **you**. If **we** provide **you** with a replacement vehicle, **you** may be required to pay **us** any unpaid instalments.

## What you must do

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**You** must tell **us** as soon as possible of any changes to:

- the address where **your vehicle** is normally garaged;
- the use of **your vehicle**;
- regular drivers who will drive **your vehicle**.

**You** must tell **us** as soon as possible of any:

- modifications that are made to **your vehicle** which affects its value or performance;
- any accessories added to **your vehicle** which affect its value;
- any criminal conviction of **you** or any **authorised driver**;
- any driving offence (other than a parking offence) that have been committed by **you** or an **authorised driver**;
- if **you** or an **authorised driver** have their licence suspended, cancelled or restricted by endorsement.

**You** must take reasonable precautions to prevent anything which may result in a claim under this policy.

## The law that applies to this policy

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Any disputes arising from this policy will be determined by the Courts, and in accordance with the laws, of the State or Territory where this policy is issued.

## When you replace your vehicle

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The cover provided by **your** policy will end if **you** dispose of **your vehicle**. If **you** obtain a replacement vehicle within one month, **we** will provide the same cover for the replacement vehicle for fourteen days from the date **you** obtain it. If **you** wish to continue cover for **your** replacement vehicle with **us** after the fourteen day period, **you** must contact **us** and confirm continuation of cover. If **we** do continue the cover, **we** may charge additional premium and **we** may change the terms of **your** insurance. If **you** do not contact **us** and confirm continuation of cover with **us**, **your** replacement vehicle will not be insured with **us** after the fourteen day period has ended.

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## Making a claim

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### What you must do

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**You** must contact **us** as soon as possible after any accident or event which may result in a claim under **your** policy. When **you** contact **us**, **we** may give **you** a claim form which **you** must complete and return to **us** as soon as possible.

#### **You must also:**

- take all reasonable steps to stop any further loss or damage from occurring;
- advise the Police if **your vehicle** is lost, stolen or maliciously damaged. **We** may ask **you** to give **us** a written report from the Police;
- tell **us** about any prosecution or inquest that may be held;
- send **us** any correspondence **you** receive regarding the accident or event immediately.

If **your vehicle** has been damaged, **you** must allow **us** to inspect it.

## What you must not do

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**You** must not authorise any repairs to **your vehicle** without **our** consent.

**You** must not admit guilt or liability, or make a promise or offer of payment, in connection with any claim against **you**.

## Salvage

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When **we** pay for a **total loss, your vehicle** or its wreck becomes **our** property.

## Our rights of recovery and conduct of proceedings

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If a claim is made against **you** for legal liability which is covered under this policy, it is agreed that **we** have the right to conduct, defend or settle any such claim or legal proceedings and to act in **your** name. **We** may attempt to recover the amount **we** have paid to **you** from someone else if **we** find they are responsible for **your** loss or damage. If so, **you** give **us your** rights to conduct, defend or settle any legal action against that person and to act in **your** name. **You** have a responsibility to cooperate fully with **us**, even if **we** have already paid **your** claim, and **you** must give **us** all the information that **we** require.

## Excesses

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An **excess** is payable by **you** if **you** make a claim under **your** policy. There are two main types of **excess**:

- Basic **excess** which applies to every claim;
- **Inexperienced driver's excess** which applies when the driver of **your vehicle** is an **inexperienced driver**.

The **excess** amounts are shown on **your** current **schedule**. **You** may be required to pay more than one type of **excess**. In some circumstances **we** may impose other types of **excess**. If this happens, it will be shown on **your schedule**.

If **you** are involved in an accident that was not **your** fault and **you** can provide **us** with the name and current address of the person who caused the accident, **you** will not have to pay an **excess**. **We** will decide who was at fault in the accident.

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## Cancellation of the Policy

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**You** can cancel this policy at any time by notifying **us** in writing.

**We** have the right to cancel this policy if:

- **you** make a misleading statement to **us** when **you** apply for **your** insurance;
- **you** fail to tell **us** anything **you** should tell **us** when **you** apply for this policy, renew this policy or when **you** change or reinstate this policy;
- **you** fail to comply with a provision of this policy;
- **you** fail to pay the premium for this insurance;
- **you** have made a fraudulent claim under this policy or under some other contract of insurance (whether with **us** or some other insurer) that provides insurance cover during any part of the period of the policy.

If **we** cancel this policy, **we** will advise **you** in writing. If **your** policy is cancelled, for any period during which the policy has been in force, **we** are entitled to keep a pro rata proportion of the premium. If **you** have requested the cancellation, **we** may also charge or deduct a cancellation fee from any refund.

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