

# Toyota Fleet Management (TFM) Commercial Motor Vehicle Insurance Group Policy – Small and Medium Fleet

## **Product Disclosure Statement**

Preparation Date: 3rd August 2023  
Effective Date: 10th August 2023

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## TFM Commercial Motor Vehicle Insurance Group Policy – Small and Medium Fleet Product Disclosure Statement

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# Part 1: Important Information

## Product Disclosure Statement

For the purposes of this section, 'you' and 'your' refers to both the Policyholder and any Eligible Entity.

This Product Disclosure Statement (PDS) is an important document which contains information designed to help you decide whether to become an Insured under the TFM Commercial Motor Vehicle Insurance Group Policy – Small and Medium Fleet. The PDS includes the policy wording under Part 2 of this document. The information contained in this PDS is general information only. Before making a decision to become an Insured under this product, it is important you read the policy to ensure it provides the cover you need.

The information in this PDS was current at the date of preparation. We may update some of the information in this PDS from time to time without needing to notify you. We will do this when the information is not materially adverse information. We will also send any updates to the Policyholder when they occur. The Policyholder will share these updates with any Eligible Entities. An Eligible Entity can also obtain a copy of that updated information by contacting the Policyholder on 1300 888 870 or visiting [toyotafleetmanagement.com.au/](http://toyotafleetmanagement.com.au/) downloads. TFM will give you a copy of any updates if you request them.

We sometimes capitalise terms in this PDS, to indicate those words have a particular defined meaning in this policy. You should refer to 'Definitions' under part 2 of this document for the full meaning of such terms.

## About the Insurer

This product is issued by Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11 132 524 282 AFSL Number 443540 (Adica). In this document, the Insurer may also be expressed as 'Insurer', 'We', 'Us' or 'Our'.

## About this Policy

TFM (the Policyholder) is the holder of this policy. This policy has been designed to provide cover for TFM and for Eligible Entities and Drivers.

Eligible Entities and Drivers may become an Insured under this policy. Eligible Entities and Drivers have a right to recover under this policy only through Section 48 of the *Insurance Contracts Act 1984* (Cth) and are not a party to the contract of insurance. Only the Policyholder is able to vary or cancel the policy.

The policy is a contract of insurance between Adica and the Policyholder (not the Eligible Entities or Drivers) and contains all the details of the cover We provide. The policy is made up of:

- this PDS, including the policy wording which begins in Part 2 of this document;
- the most current Policy Schedule issued by Us to the Policyholder; and
- any other written changes otherwise advised by Us in writing (such as an endorsement or supplementary PDS).

This document is also the PDS for any offer of renewal We make, unless We tell the Policyholder otherwise. The Policyholder and any other Insureds should keep this PDS in a safe place.

## When cover starts and ends

The Policyholder's cover starts and ends as described in the Period of Cover set out in the Policy Schedule.

The cover provided to an Eligible Entity by this policy:

- starts at the time indicated on the Certificate of Insurance issued to the Eligible Entity; and
- ends at the earliest of:
  - the time when the relevant Eligible Entity no longer meets the Eligibility Criteria, or
  - the end of the Period of Cover.

## TFM Commercial Motor Vehicle Insurance Group Policy – Small and Medium Fleet

The TFM Commercial Motor Vehicle Insurance Group Policy – Small and Medium Fleet is principally designed for small and medium enterprises, who are customers of TFM.

## Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that should be considered when deciding to purchase Our product. These things may affect the amount of the payment that We will make in the event of a claim.

An Insured should be aware of the following matters in considering whether this product is suitable for their needs:

- it is a condition of provision of cover in respect of an Insured under this policy that We obtain from the Policyholder the agreed information about each Insured in the form We make available before cover is provided to that Insured and, subject to the provisions of the *Insurance Contracts Act 1984 (Cth)*, We may not be liable to provide or to pay benefits

where there has been misrepresentation or non-disclosure about an Insured. For these purposes We will treat an Insured as if they did owe a duty of disclosure to Us;

- the Policyholder may vary the policy with Our consent and alter the cover under the policy including the Eligibility Criteria for Insureds specified in the Policy Schedule.

## Basis of Settlement – Section 1

Under 'Section 1 – Cover for accidental loss or damage to the Insured Vehicle', the basis of settlement in the case of Total Loss is Market Value.

## Basis of Settlement – Section 2

Under 'Section 2 – Cover for damage to other people's property', the basis of settlement is the reasonable amount as determined by Us or a court or tribunal to compensate the other person up to the limit of \$30 million. However, if the Insured Vehicle is carrying Dangerous Goods at the time of the Accident, or attached to or towing a trailer carrying Dangerous Goods, the limit of liability is reduced to \$1 million where the Dangerous Goods cause or contribute to the Accident.

## Additional Benefits

When a loss occurs under Section 1 or 2, Insureds may also incur additional expenses such as unplanned travel costs and towing or recovery of the Insured Vehicle. An insurable event could also occur without any loss or damage to the Insured Vehicle (for example, stolen keys).

The 'Additional benefits' section in Part 2 of this document describes the cover this policy provides to protect Insureds against such additional expenses and other claimable events. These additional benefits may have limits or sub-limits which apply either per event, per Insured Vehicle or per day.

## Excesses can apply

For each of the available covers, an Excess may apply.

Details of Excess amounts and circumstances in which they apply will appear on the Policy Schedule.

If We accept a claim, the Insured must pay the total amount of the applicable Excesses, either to Us or to the repairer. We will advise the Insured to whom any Excess must be paid. However, if the Insured Vehicle is a Total Loss, We may deduct any Excess that the Insured must pay from any payment We make.

## Exclusions

This policy includes a number of exclusions. For example, We do not cover:

- loss arising because an Insured Vehicle cannot be used (for example, loss of income);
- depreciation, wear and tear, rust or corrosion;
- damage to tyres by application of brakes, or by road punctures, cuts or bursting; and
- loss or damage due to failure to take reasonable steps to safeguard the Insured Vehicle from loss (for example, by ensuring the Insured Vehicle is locked when it is not in use).

The above are some of the types of damage and losses that are not covered by this policy. Before making a decision about whether to purchase cover under this policy, a prospective Insured should read the policy wording for the full details of all relevant exclusions. Please refer to 'When We will not pay a claim' under 'General Exclusions'.

## Additional terms and conditions

The 'Additional terms and conditions' in Part 2 of this document set out the obligations with which Insureds need to comply. Please read these carefully.

## Change of circumstances

The Policyholder should notify Us as soon as possible when circumstances change which are relevant to the policy. For example, if a new vehicle is purchased outside the parameters of the Insured Vehicle coverage. If the Policyholder does not tell Us of these changes, then in the event of an Insured suffering a loss or damage, they may not have any cover under the policy for any affected Insured Vehicle.

## Benefits of cover available

The following is a summary of the major benefits under the policy. Please refer to each section of the Policy Wording for full details of coverage and the applicable terms and conditions.

Cover section	Benefits of cover	Limit
<b>Section 1 – Cover for Accidental loss or damage to the Insured Vehicle</b>	Repair of, or costs to repair, loss or damage to the Insured Vehicle	Up to Market Value
	Cover for Total Loss of Insured Vehicle	Market Value
<b>Section 2 – Cover for damage to other people's property</b>	Cover for liability in respect of third party property damage caused by the Insured Vehicle	Up to <b>\$30,000,000</b> Limited to <b>\$1,000,000</b> where vehicle is carrying Dangerous Goods which cause or contribute to the Accident
<b>Additional benefits (general additional benefits available under the policy)</b>		<b>Limit</b>
<b>Keys, locks and barrels</b>	Replacement costs or costs of recoding locks and barrels	Up to <b>\$5,000</b> per Insured Vehicle Up to <b>\$20,000</b> per event
<b>Retrieval costs</b>	Costs of recovery and/or retrieval of immobilised Insured Vehicle	Up to <b>\$20,000</b> per event
<b>Crisis coverage</b>	Public Relations Expenses (applicable only where a claim has been accepted under either Section 1 or 2)	Up to <b>\$25,000</b> per event
<b>Additional benefits (available where claim accepted under Section 1)</b>		<b>Limit</b>
<b>Glass cover</b>	Repair or replacement of Accidentally damaged windscreen, sunroof glass or window glass with parts that meet Australian Design Rules. Glass cover is Excess free (provided glass breakage is the only damage sustained to the Insured Vehicle)	
<b>Towing and re-delivery cost</b>	Reasonable towing cost and cost of transporting Insured Vehicle to its Usual Address	Up to <b>\$10,000</b> per event
<b>Signwriting</b>	Reasonable cost of replacement and reinstating necessary signwriting and artwork on, in or attaching to the Insured Vehicle	
<b>Removal of debris</b>	Costs to clean up and remove debris from an Accident giving rise to the claim	Up to <b>\$50,000</b> per event
<b>Emergency services</b>	If the Insured Vehicle involved in an Accident and liable to emergency services charges	Up to <b>\$5,000</b> per event

Additional benefits (available where claim accepted under Section 1)		Limit
<b>Emergency trip continuation</b>	<p>If the Insured Vehicle cannot be safely driven after being stolen and/or damaged in an Accident more than 100km from the Insured Vehicle's Usual Address:</p> <ul style="list-style-type: none"> <li>• Costs of transportation for the Driver and their passengers to the Insured Vehicle's Usual Address; or</li> <li>• Costs for transportation to collect the Insured Vehicle when it has been repaired; or</li> <li>• Temporary accommodation (room rental only) for the Driver and their passengers</li> </ul>	Up to <b>\$2,000</b> per event
<b>Recovery cost</b>	If the Insured Vehicle is stolen and subsequently found, the cost of recovery from any place in Australia	Up to <b>\$5,000</b> per event
<b>Personal property and company owned property</b>	If personal property is lost or damaged as a result of loss or damage to the Insured Vehicle, or the market value of the item(s)	Up to <b>\$2,000</b> per event
<b>Rental car</b>	Costs of a rental car for up to 30 days (until the Insured Vehicle is found undamaged, repaired or the claim is settled)	Up to <b>\$100</b> per day If the Insured Vehicle has a Goods Carrying Use, up to <b>\$250</b> per day
<b>Total Loss of Insured Vehicles under finance</b>	Finance Gap up to 25% of Market Value	
Additional benefits (available where claim accepted under Section 2)		
<b>Legal costs</b>	Cover for legal costs and expenses incurred for any claim or action We have defended in an Insured's name in relation to the policy (provided We have given prior approval to the costs)	
<b>Indemnity to other persons</b>	Cover for liability for third party property damage and personal injury extends to Driver using the vehicle with your consent, and to your employer, principal or business partner	
<b>Other vehicles used for business purposes</b>	Cover for liability to pay for damage caused by an uninsured vehicle used in connection with your business, which is not owned, leased or hired by you, or normally in the possession of you or your employee	
<b>Towing</b>	Cover for liability arising from the towing of a trailer	
<b>Substitute Vehicle</b>	Cover for liability for loss or damage caused by a Substitute Vehicle used by you whilst Insured Vehicle is being serviced, repaired or not drivable	
<b>Personal injury</b>	Cover for liability arising out of or in connection with the use of an Insured Vehicle, due to the death or bodily injury of another person (other than someone acting as an employee of the Insured)	

## Duty of Disclosure

Before the Policyholder enters into an insurance contract, the Policyholder has a duty to tell Us anything that the Policyholder knows, or could reasonably be expected to know, that may affect Our decision to provide insurance and on what terms.

The Policyholder has this duty until We agree to provide insurance.

The Policyholder has the same duty before the Policyholder renews, extends, varies or reinstates an insurance contract.

The Policyholder does not need to tell Us anything that:

- reduces the risk We provide insurance for; or
- is common knowledge; or
- We know or should know as the Insurer; or
- We waive the Policyholder's duty to tell Us about.

## If the Policyholder does not tell Us something

If the Policyholder does not tell Us anything the Policyholder is required to, We may cancel the Policyholder's contract or reduce the amount We will pay if a claim is made, or both.

If the Policyholder's failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## Insureds

In the case of Insureds (other than the Policyholder), there is no statutory duty of disclosure which exists. However it is a condition of provision of cover in respect of an Insured under this policy that We obtain from the Policyholder the agreed information about each Insured in the form We make available before cover is provided to that Insured and We may not be liable to provide or to pay benefits where there has been misrepresentation or non-disclosure about an Insured.

For these purposes We will treat an Insured (other than the Policyholder) as if they did owe a duty of disclosure to Us and without limitation will exercise any powers in respect of non-payment of benefits or cancellation of cover which We could exercise under the *Insurance Contracts Act 1984* (Cth) if an Insured did owe Us a duty of disclosure.



## How We calculate the Premium

The amount of Premium charged to the Policyholder is determined by taking a number of different matters into account.

In particular, the Premium varies depending on the information We receive from the Policyholder about the risk to be covered by Us. The higher the risk is, the higher the Premium will be.

Based on Our experience and expertise as an insurer, We decide what factors increase Our risk and how they should impact on the Premium.

The Premium for this product will generally vary depending on the factors described below:

Premium Factor	Description
<b>Type of Insured Vehicle (e.g. sedan, four wheel drive, light commercial)</b>	The Premium We charge will take into consideration the characteristics of the range of different vehicles We insure. For example, the type of vehicle is a factor which influences repair costs or the likelihood of theft.
<b>Market Value of the Insured Vehicle</b>	The amount We will cover Insured Vehicles for has and impact on the Premium.
<b>Fleet claims history from prior years</b>	The incidence and severity of previous claims for the fleet to be insured are relevant to the likelihood and amount of future claims, and may therefore increase or reduce the amount of Premium We require.
<b>Number of Insured Vehicles and fleets covered</b>	The number of Insured Vehicles and fleets covered impacts the Premium.
<b>Where the Insured Vehicles under the policy are located</b>	Different areas may have a higher or lower rate of theft or Accidents, which could impact the Premium We require.
<b>The main industry of the entities to be insured</b>	Industry segments are relevant to how Insured Vehicles are likely to be used, and the risk We are accepting, which impacts the Premium.

Another important thing to know is that the Premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to the policy.

## Goods and Services Tax

The policy limits exclude Goods and Services Tax. In the event of a claim, if an Insured is not registered for GST, We will reimburse the Insured the GST component in addition to the amount We pay the Insured. If the Insured is registered for GST, the Insured will need to claim the GST component from the Australian Taxation Office as an input tax credit once We repair or replace the vehicle.

The Insured must advise Us of their correct input tax credit percentage, where they are registered as a business and have an Australian Business Number. Any GST liability arising from the Insured's incorrect advice is payable by that Insured.

## Cooling off period

The Policyholder can cancel this policy within 21 days of its purchase date and receive a full refund, provided no claim has been lodged under the policy. To cancel, the Policyholder should advise Us of the cancellation.

## Complaints and Disputes Resolution Process

For the purposes of this section, 'you' or 'your' refers to the Policyholder, Eligible Entities and Drivers.

We're committed to providing you with the highest standard of service. However, occasionally there may be some aspect of Our service, the cover provided under the policy or a decision We have made that you wish to query or draw to Our attention.

If you are unhappy with the outcome of any dealings with Us, We will do Our best to work with you to resolve it using the following process:

### Step 1. Talk to Us first

In the first instance We encourage you to discuss the matter with the staff member who provided your initial service by calling 1800 189 296. Most times they will be able to resolve the matter to your satisfaction. If the staff member is unable to resolve your concern, they will refer you to their manager or senior staff member (who can also be contacted on the above number). If you are not satisfied with their response, you can proceed to Step 2. Request a review.

### Step 2. Request a review

If your concern remains unresolved by the manager or senior staff member, they will refer the matter to Our Internal Dispute Resolution Department (IDR). Our IDR has the full authority to act independently in dealing with your dispute and will ensure your concern is referred to the appropriate person and receives prompt attention. The designated IDR specialist will respond to you within five business days of you notifying Us of your concern. You will be contacted with Our final decision within 15 business days.

If you remain unsatisfied with the decision from Our IDR specialist, you can proceed to Step 3. Seek an external review of your dispute.

### Step 3. Seek an external review of your dispute

If you have followed Steps 1 and 2 above and you are not satisfied with Our response or We have taken more than 15 days to respond, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA).

The AFCA is an independent, external dispute resolution scheme and there is no charge for this service.

**AFCA can be contacted by:****Online:** [afca.org.au](http://afca.org.au)**Email:** [info@afca.org.au](mailto:info@afca.org.au)**Phone:** 1800 931 678 (free call)**Mail:** Australian Financial Complaints  
Authority  
GPO Box 3  
Melbourne VIC 3001

## Financial Claims Scheme

The policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS). The FCS is administered by the Australian Prudential Regulation Authority (APRA). We are authorised by APRA.

In the unlikely event of an insurer authorised by APRA, such as Us, becoming insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria. Information about the scheme can be obtained from the FCS website at [fcs.gov.au](http://fcs.gov.au).

## How to make a claim

If an Insured needs to make a claim against this policy, please refer to 'Making a claim' under Part 2 of this document. If you have any queries please call 1800 817 683 as soon as possible.

## Privacy

For the purposes of this section, 'you' or 'your' refers to the Policyholder, Eligible Entities and Drivers.

As part of your insurance cover arrangements We collect personal information (including sensitive information such as health information) about you ('your Information').

Wherever possible We will collect your Information directly from you. However, there may be occasions when We collect your Information from someone else.

We may also request you to provide Us with Personal Information about someone else, for example a Driver.

Before providing Us with such information you must tell that person that you will be providing Personal Information about them to Us and that their information will be handled in accordance with Our privacy policy ("Privacy Policy"). You must also provide them with a copy of (or refer them to where they can obtain a copy of) the Privacy Policy. If you provide Us with Personal Information of another person, you warrant that you have that person's consent to do so.

We value your privacy and will only use your Information for the purposes for which it was collected, the purposes set out in Our Privacy Policy, other related purposes notified to you and as permitted or required by law. You may choose not to give Us your Information, but this may affect Our ability to provide you with Our products or services.

We may share your Information with Our related entities and third parties including any intermediary, and its affiliates, who provide services to Us or on Our behalf or with other entities for purposes for which it was collected. Some of these entities may be located outside of Australia.

If you believe We may have compromised your privacy or breached the *Privacy Act 1988* (Cth) or its privacy principles, you can contact Us using the details below. Once you notify Us of your complaint, We will investigate and provide you with a determination in accordance with Our Privacy Policy. If you disagree with Our determination, you can contact Us to discuss your concerns or you may choose to refer your complaint to the Office of the Australian Information Commissioner by visiting [oaic.gov.au](http://oaic.gov.au).

For more details on the purposes for which and how We collect, store, use and disclose your Information please read our Privacy Policy located at [adica.com.au](http://adica.com.au). We encourage you to obtain a copy of the Privacy Policy and read it carefully.

**Phone:** 1800 189 296

**Mail:** Aioi Nissay Dowa Insurance Company  
Australia Pty Ltd  
PO Box 7212  
Melbourne VIC 3004

**Email:** [resolutionteam@adica.com.au](mailto:resolutionteam@adica.com.au)

For matters relating to TFM, contact TFM by mail to Locked Bag 980, Milsons Point NSW 1565, by email to [fleetinsurance@toyota.com.au](mailto:fleetinsurance@toyota.com.au) or by telephone 1300 888 870.

## General Insurance Code of Practice

Adica proudly supports, and complies with, the General Insurance Code of Practice (Code).

The Code has been developed to exceed the standards set out in regulation and to reflect changing community expectations and attitudes towards insurance. It has been designed to create:

- an informed relationship between insurers and customers;
- public confidence in the general insurance industry;
- rapid resolution of complaints and disputes; and
- even higher standards of customer service.

A copy of the Code can be obtained from the Insurance Council of Australia (ICA) or by visiting [www.codeofpractice.com.au](http://www.codeofpractice.com.au). The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

## Part 2: Policy Wording

### Definitions

Some of the words in this PDS and policy have specific meanings. These words and their meanings are listed below:

<b>Accessories</b>	means any electrical, computer, entertainment, navigation, communication or telematics system, including wires, fuses, globes, switches and batteries and gates, binders, ropes, tarpaulins, cranes, lifting devices, cables, winches, forks, tines, buckets, blades and curtains and/or any other accessory used by or attached to an Insured Vehicle.
<b>Accident or Accidental</b>	means a mishap that was unintended or unexpected by you or the Driver of the Insured Vehicle, which involved the Insured Vehicle and arose from a single event.
<b>Certificate of Insurance</b>	means the current certificate of insurance issued to you at commencement of the Period of Cover, or any later certificate of insurance issued on renewal or variation by way of endorsement.
<b>Dangerous Goods</b>	means goods classified as dangerous under the "Australian Code for the Transport of Dangerous Goods by Road & Rail (or any successor code)".
<b>Driver(s)</b>	means any person who is driving or in control of an Insured Vehicle with the permission of the relevant Eligible Entity. They are a third party beneficiary that is legally entitled to claim under this policy only through Section 48 of the <i>Insurance Contracts Act 1984</i> (Cth) and are not a party to the contract of insurance.
<b>Eligibility Criteria</b>	means Our acceptance standards that an Eligible Entity must meet in order to be covered under the terms of this policy, and which are notified by Us to the Policyholder from time to time.
<b>Eligible Entity</b>	means any TFM customer who fulfils the Eligibility Criteria and who has elected for an Insured Vehicle to be covered by this policy by providing written notice to the Policyholder. They are a third party beneficiary that is legally entitled to claim under this policy only through Section 48 of the <i>Insurance Contracts Act 1984</i> (Cth) and are not a party to the contract of insurance.
<b>Excess</b>	means the first amount the Insured may have to pay towards the cost of any claim under this policy.
<b>Finance Gap</b>	means the difference between the amount of the termination payment, excluding any amounts in arrears at the time of the loss or damage, and the Market Value.
<b>Genuine Parts</b>	means original equipment manufacturer parts.
<b>Goods Carrying Use</b>	means an Insured vehicle which is used for business purposes and for the collection or delivery of goods.
<b>Insured</b>	means the Policyholder and any Eligible Entity or Driver.
<b>Insured Vehicle(s)</b>	means: <ul style="list-style-type: none"> <li>• all registered vehicles specified in the Vehicle Listing provided at the commencement of the Period of Cover; and</li> <li>• any vehicle the Policyholder adds to the Vehicle Listing during the Period of Cover, which is approved by Us by way of an endorsement to the policy;</li> </ul> and includes the standard tools and Accessories supplied by the manufacturer or any other Accessories installed by a qualified person, provided they are permanently fixed to the vehicle.
<b>Insurer</b>	means Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11 132 524 282 (Adica). In this document, the Insurer may also be expressed as 'We', 'Us', 'Our' or 'Adica'.

<b>Market Value</b>	means the amount required to purchase a vehicle similar to an Insured Vehicle immediately before it suffered loss or damage, taking into account its make, model, age, kilometres traveled, condition and location, exclusive of GST. We may use recognised industry publications to assist Us to calculate the amount.
<b>Period of Cover</b>	means the current period for which We have agreed to provide you with insurance as set out in the Policy Schedule.
<b>Policyholder</b>	means Toyota Fleet Management (TFM), a division of Toyota Finance Australia Limited ABN 48 002 435 181. In this document, the Policyholder may also be expressed as 'TFM'.
<b>Policy Schedule</b>	means the current policy schedule issued by Us to the Policyholder.
<b>Premium</b>	means the amount the Policyholder pays to Us and includes any relevant statutory charges payable.
<b>Public Relations Expenses</b>	means the fees and related expenses of a public relations firm or consultant, crisis management firm or law firm, which an Insured in the reasonable exercise of their discretion may engage with Our written consent to prevent or limit adverse effects or negative publicity as a direct result of an event insured under Section 1 or 2 of this policy.
<b>Substitute Vehicle</b>	means a vehicle similar to the Insured Vehicle, not insured elsewhere and which is being used temporarily because the Insured Vehicle is: <ul style="list-style-type: none"> <li>• being repaired (and We have agreed to accept a claim for that repair under this policy);</li> <li>• being serviced; or</li> <li>• not drivable because of a mechanical breakdown. This does not include a rental car.</li> </ul>
<b>Total Loss</b>	means the Insured Vehicle has been stolen and not found within 14 days after the theft has been reported to Us or it would not be safe, economical or practical to repair the Insured Vehicle having regard to the following: <ul style="list-style-type: none"> <li>• the Market Value of the Insured Vehicle;</li> <li>• the salvage value of the Insured Vehicle; and</li> <li>• the cost of repair.</li> </ul>
<b>Usual Address</b>	means the location where the Insured Vehicle is usually garaged, stored or situated when it is not in use.
<b>Vehicle Listing</b>	means the document provided to Us by the Policyholder on a monthly basis during the Period of Cover that details the specific Insured Vehicles to be covered under this policy.
<b>We, Us, or Our</b>	means Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11 132 524 282 AFSL Number 443540 (Adica).
<b>You or Your</b>	means any Eligible Entity, unless otherwise stated in a particular section of the policy.

## Insuring Agreement

Subject to the terms and conditions contained in this policy, and after the Policyholder has paid or agreed to pay Us the Premium, We will indemnify:

- the Policyholder and Eligible Entities against Accidental loss or damage to the Insured Vehicle (under Section 1); and
- the Policyholder, Eligible Entities and Drivers for liability (under Section 2),

up to the relevant limits specified in this policy, provided the Accidental loss or damage or the event resulting in liability occurs during the Period of Cover.

This policy provides Market Value cover.

## Interested parties

Indemnity against accidental loss or damage under Section 1 and liability under Section 2 is extended to include TFM and any other person, company or firm who has a financial and/or an insurable interest in the Insured Vehicle which is the subject of the loss or damage or liability.

## Section 1 – Cover for Accidental loss or damage to the Insured Vehicle

We will cover the Policyholder and any Eligible Entity for Accidental loss or damage (including fire and theft, and including theft by the Driver) to the Insured Vehicle during the Period of Cover.

We will:

- a. arrange for the repair of the Insured Vehicle; or
- b. pay the Policyholder or Eligible Entity the fair and reasonable cost of repairing the Insured Vehicle; or

- c. declare the Insured Vehicle a Total Loss and pay the Policyholder or Eligible Entity the Market Value.

Refer to the section 'How We settle your claim' for further information.

## Section 2 – Cover for damage to other people's property

We will cover Insureds for their legal liability to pay compensation for loss or damage to someone else's property caused by an Accident in the Period of Cover involving:

- the Insured Vehicle or any Substitute Vehicle; or
- a trailer whilst attached to, or Accidentally detached from, the Insured Vehicle or a Substitute Vehicle.

This includes legal liability for damage or loss caused by or connected to:

- goods being carried by or falling from the Insured Vehicle;
- the operation of loading and unloading the Insured Vehicle within the boundary of any carriageway or thoroughfare (but excluding the collection or delivery of the load to or from the Insured Vehicle beyond the boundary of a carriageway or thoroughfare);
- the Insured Vehicle being driverless and unattended; or
- any passenger traveling in or on the Insured Vehicle, or entering into or alighting from it.

We will not cover legal liability if the loss or damage occurs to property you own or for which you are responsible (including any items being transported by the Insured Vehicle, or any boat, trailer or caravan being towed by the Insured Vehicle at the time of the Accident). The maximum amount We will pay for legal liability arising out of any one Accident or series of directly related Accidents is \$30 million.

### **Restricted cover for Accidents involving Dangerous Goods**

Notwithstanding the above, if at the time of the Accident:

- the Insured Vehicle (or towed trailer) was carrying Dangerous Goods; and
- those Dangerous Goods caused or contributed to the damage or loss which is the subject of the claim;

the maximum amount We will pay for all legal liability arising out of the Accident or series of directly related Accidents will be limited to \$1 million.

## **Additional benefits**

### **General additional benefits available under the policy**

We will provide cover for the following additional benefits in the circumstances and up to the limits described below:

#### **Keys, locks and barrels**

If any of the keys or devices giving access to the Insured Vehicle are stolen, or you or the Policyholder believe they have been illegally copied, We will pay up to \$5,000 per Insured Vehicle and up to \$20,000 in total for all Insured Vehicles involved in any one event for the replacement of the Insured Vehicle's keys or devices and/or recoding of the Insured Vehicle's locks and barrels.

We will only provide this cover if the theft of the key(s) or device(s) has been reported to the police.

Nil Excess will apply if no other loss or damage has occurred to the Insured Vehicle.

#### **Retrieval costs**

In the event of the Insured Vehicle becoming unintentionally immobilised in any situation, other than as a result of mechanical, electrical or electronic failure, or due to impact or Accidental related damage, We will pay you or the Policyholder for the costs of recovery and/or retrieval of the Insured Vehicle.

Where you or the Policyholder provide your own equipment for the purpose of recovery or retrieval, We will only pay the costs of using that equipment to recover or retrieve the Insured Vehicle.

The maximum amount We will pay for retrieval costs for any one event is \$20,000, after you or the Policyholder has paid any applicable Excess.

#### **Crisis coverage**

We will cover Insureds for Public Relations Expenses incurred with Our prior written consent, in respect of any event covered under Sections 1 or 2 of the policy.

The maximum amount We will pay for Public Relations Expenses arising out of any one Accident or series of directly related Accidents is \$25,000.

However, this benefit will not apply where the Insured Vehicle is stolen and not recovered.



**Additional benefits available when a claim is accepted under Section 1 of the policy**

If We agree to pay a claim under Section 1, We will also pay or provide cover for the following additional benefits in the circumstances and up to the limits described below:

**Glass cover**

If the Insured Vehicle's windscreen, sunroof glass or window glass is Accidentally damaged, We will repair or replace the windscreen, sunroof glass or window glass with parts which meet applicable Australian Design Rules. We will repair (rather than replace) the damaged glass if We determine that it is safe, economical and practical to do so.

No type of Excess will be payable if glass breakage is the only damage sustained to the Insured Vehicle.

**Towing and re-delivery costs**

If the Insured Vehicle requires repairs following Accidental loss or damage, We will pay the reasonable costs for:

- the protection, removal and towing of the Insured Vehicle to the nearest repairer or place of safety authorised by Us, provided it cannot be driven safely; and
- the cost of transporting the Insured Vehicle to its Usual Address once it has been repaired,

up to a maximum of \$10,000 in total.

**Signwriting**

We will pay the reasonable cost of reinstating necessary signwriting and artwork on, in or attaching to the Insured Vehicle.

**Removal of debris**

We will pay for the cost incurred to clean up and remove debris resulting from an Accident giving rise to the claim, up to a maximum of \$50,000 per event. This includes the removal of goods falling or leaking at the Accident site.

**Emergency services**

If the Insured Vehicle is involved in an Accident requiring the attendance of the fire brigade, police, ambulance and/or state emergency services, and an Insured becomes legally liable for the cost of such attendance and associated services, We will pay the cost charged by the relevant services or authorities up to a maximum \$5,000 per event in total.

**Emergency trip continuation**

If the Insured Vehicle cannot be safely driven after being stolen and/or damaged in an Accident more than 100 kilometres from the Insured Vehicle's Usual Address, We will reimburse up to maximum of \$2,000 per event in total for the cost of essential:

- transportation for the Driver and their passengers to return to the Insured Vehicle's Usual Address;
- transportation to collect the Insured Vehicle when it has been repaired; and
- temporary accommodation (room rental only) for the Driver and their passengers.

We will only cover temporary accommodation that is arranged after the Insured Vehicle has been stolen and/ or damaged in an Accident.

**Recovery Costs**

If the Insured Vehicle is stolen and subsequently found We will pay the reasonable cost of recovery from any place in Australia, up to a maximum of \$5,000.

### **Personal property and company owned property**

If any personal property or company property belonging to an Eligible Entity, an employee of an Eligible Entity or a Driver, is lost or damaged due to being inside the Insured Vehicle at the time of the Accident, We will pay up to the market value of the lost or damaged property up to a maximum of \$2,000 in total.

Refer to the section 'How We settle your claim – Personal property and company owned property' for more details.

We will not pay for items recovered in an undamaged condition.

No cover is provided for cash, cheques, negotiable items, credit cards, jewellery, computers, laptops, tablets, mobile phones, navigation devices or any other electronic equipment.

We will need to be provided with proof of ownership of any stolen items such as receipts or invoices relating to the items.

We may also require a police report for the stolen items.

### **Rental car**

If the Insured Vehicle is stolen or suffers Accidental damage, We will arrange a rental car with one of Our preferred suppliers. If one of Our preferred suppliers is not available, We will authorise the Eligible Entity to arrange a rental car.

In either case, We will pay for the cost of a rental car until the earlier of the following:

- the maximum period of 30 days after the date the rental car was collected;
- the date the Insured Vehicle has been found undamaged;
- the date the Insured Vehicle has been found and any damage to it has been repaired;
- the date the Insured Vehicle has been repaired and is able to be driven; or
- the date that We settle the claim if the Insured Vehicle is a Total Loss.

Where one of Our preferred suppliers is not available and We have authorised the Eligible Entity to arrange a rental car, We will pay up to a maximum of \$100 per day (inclusive of insurance), unless the Insured Vehicle has a Goods Carrying Use in which case We will pay up to a maximum of \$250 per day (inclusive of insurance).

If the Insured Vehicle is found undamaged following theft within the 30-day period and the rental car cost is less than the applicable Excess, refer to the section 'What you must pay in the event of a claim – Excess' for details on what happens when the amount of the claim is less than the amount of the Excess.

Please refer to the section 'Additional Terms and Conditions – Our standard conditions for rental cars' for Our standard conditions (including insurance cover for the rental car) which apply to all rental car benefits in this policy.

**Total Loss of Insured Vehicles under finance**

If:

- the Insured Vehicle becomes a Total Loss; and
- the Insured Vehicle is the subject of a finance agreement with TFM or another financier; and
- the terms of the finance agreement require you to make a termination payment to TFM, that financier or any other party to that agreement, in order to terminate that agreement; and
- the amount of the termination payment is greater than the Market Value,

then We will pay you, or any other party whom you direct Us to pay, the Finance Gap, up to a maximum amount of 25% of the Market Value.

The benefit We will pay does not include any amounts in arrears at the time of loss or damage resulting in the Insured Vehicle becoming a Total Loss.

**Additional benefits available when a claim is accepted under Section 2 of the policy**

If We agree to pay a claim under Section 2, We will also pay or provide cover for the following additional benefit in the circumstances described below:

**Legal costs**

We will pay for all legal costs and expenses which are incurred for any claim or action We have defended in an Insured's name in relation to the policy, provided We have given Our prior approval for these costs.

**Indemnity to other persons**

We will extend cover provided to you to include;

- any Driver or other person who was driving, using or in charge of the Insured Vehicle with the Insured's permission or consent,
- the Insured's principal or business partner arising out of the use by the Insured of the Insured Vehicle,
- any passenger in, entering into or alighting from the Insured Vehicle.

**Other vehicles used for business purposes**

We will extend cover under Section 2 to indemnify you against legal liability to pay for damage to someone else's property caused by an Accident involving a motor vehicle which is not an Insured Vehicle, but is being used on your behalf in connection with your business, provided:

- the vehicle is not owned, leased, or hired by You, or normally in Your possession, or normally in the possession of You or any of Your employees; and
- the vehicle is being driven by or under the control of a person authorised by you to use the vehicle on your behalf; and
- the vehicle is not covered under another insurance policy.

**Towage**

We will indemnify you against legal liability arising from the towage of a trailer or the towing of a disabled mechanically propelled vehicle provided always that;

- not more than one disabled mechanically propelled vehicle is being towed at any one time; and
- the number of trailers being towed at any time does not exceed the number permitted by law.

**Substitute Vehicle**

We will indemnify you for loss or damage caused by a vehicle being used by you as a Substitute Vehicle while an Insured Vehicle is being serviced, repaired or is not drivable. We will provide this indemnity only if:

- one Substitute Vehicle is being used at any one time in place of an Insured Vehicle; and
- the Substitute Vehicle is not owned by you; and
- the Substitute Vehicle is not covered under another insurance policy.

**Personal injury**

We will indemnify the Insured against liability at law for damages and claimant's costs and expenses arising from the death of or bodily injury to any person other than any person who at the time of the occurrence giving rise to the death or bodily injury was acting in the course of his or her employment by the Insured claiming indemnity under this Policy, occurring during the Period of Cover and caused by, through, or in connection with the use of the Insured Vehicle which includes:

- goods being carried by or falling from the Insured Vehicle; and
- the operation of loading and unloading the Insured Vehicle but not the collection or delivery of the load to or from the Insured Vehicle beyond the limits of any carriageway or thoroughfare.

We will not indemnify the Insured or any other person claiming indemnity under this Section for or in respect of:

- any liability which is covered by or within the scope of any statutory scheme operating anywhere in Australia governing the payment of damages, compensation or expenses (whether limited in amount or not) for death or bodily injury, or the compulsory insurance of any liability for such statutory payment, caused by, through, or in connection with the use of a motor vehicle or trailer; or
- any amount in excess of that recoverable under any statutory compulsory insurance or fund, or accident compensation scheme; or
- any claim for which the Insured would have been partially or wholly compensated but for the Insured's failure to insure or register the Insured Vehicle or lodge a claim in accordance with a requirement of any statutory compulsory insurance or fund, or accident compensation scheme; or
- any liability for death or bodily injury to any person in charge of the Insured Vehicle at the time of the occurrence; or
- any liability for damages, compensation or expenses for which the right to claim has been abolished or in any way limited by any law operating anywhere in Australia.

## When We will not pay a claim

For the purposes of this section, 'you' and 'your' refers to any person claiming under this policy.

### 1. General exclusions

To make a claim under this policy you must provide Us with honest, correct and complete information in a timely manner. Your failure to do this may result in Us reducing or denying any claim you make.

In addition, We will not pay any claim caused by or arising out of:

- a. any war, act of terrorism, hostilities or warlike activities, invasion, act of foreign enemy (whether war is declared or not), rebellion, civil war, revolution, insurrection, military or usurped power;
- b. environmental, biological, chemical, radioactive or nuclear pollution, contamination or explosion;
- c. depreciation, wear and tear, rust or corrosion;
- d. mechanical, structural, electrical, or electronic breakdown or malfunction, or damage resultant from any software virus or computer chip failure;
- e. damage to tyres caused by brake application, punctures, bursting, or cuts, except where damage is as a result of an Accident;
- f. any loss, whether financial or otherwise, because the Insured Vehicle cannot be used, except for the cover provided under the sections 'Additional Benefits – Rental car';
- g. any reduced value of the Insured Vehicle after the Insured Vehicle has been damaged and repaired in accordance with this policy;
- h. your failure or the failure of anyone else in the possession of the Insured Vehicle with your permission to take all reasonable steps to safeguard the Insured Vehicle from loss at all times. This includes ensuring that:
  - the Insured Vehicle is locked when it is not in use;
  - the keys or devices giving access to the Insured Vehicle are not left inside the Insured Vehicle when it is not in use, unattended or not secure;
  - the Insured Vehicle is parked in a safe area;
  - the Insured Vehicle is moved away from areas affected by rising water levels if it is safe to do so; and
  - the Insured Vehicle is secured in the event that it breaks down, is damaged or you've been notified it has been found, after being stolen,provided however that this exclusion will not apply to a claim for loss or damage or liability incurred by you if you could not have reasonably known that an Eligible Entity or Driver failed to take all reasonable steps to safeguard the Insured Vehicle from loss;
- i. lawful seizure or taking possession of the Insured Vehicle by any person or organisation lawfully entitled to do so;
- j. the lack of availability of parts or Accessories from within Australia necessitating special fabrication, air freighting costs or importation not normally included in the current manufacturer's Australian price list. Where parts or Accessories are not readily available Our claims cost will be limited to the current Australian price list of the nearest equivalent part;

- k. costs incurred due to an unreasonable delay in you notifying Us of a claim, or of a demand upon you that may lead to a claim, fines, penalties or liquidated damages;
- l. you or any other person driving the Insured Vehicle with your permission admitting liability or entering a contract, warranty or agreement, unless such liability would have existed if you had not entered into such contract, warranty or agreement;
- m. intentional or reckless loss or damage caused by you or a person acting with your express or implied permission, for example driving into water, street racing, performing stunts such as donuts, using a mobile phone while driving or driving at excessive speeds;
- n. any cost associated with repairing any existing damage the Insured Vehicle had before being included on the Vehicle Listing for this policy, or prior to an incident which resulted in a claim;
- o. any costs associated with repairing faulty workmanship or incomplete repairs previously carried out on the Insured Vehicle prior to an incident which resulted in a claim, except in circumstances where you are claiming under terms described in Our Lifetime Repair Guarantee;
- p. contamination from natural, organic or corrosive substances (for example, damage from tree sap or bird excrement);
- q. the use of contaminated fuel (except where the fuel was purchased through a licensed and authorised fuel distributor and the contamination arose from a single event);
- r. the transportation of any Dangerous Goods which is not in compliance with:
  - the 'Australian Code for the Transport of Explosives by Road and Rail', and
- the 'Australian Code for the Transport of Dangerous Goods by Road & Rail';
- s. asbestos, asbestos products, or any materials containing any form or quantity of asbestos;
- t. the Insured Vehicle being operated at a port or wharf, or airside at an airport, airfield or aerodrome;
- u. the Insured Vehicle being used:
  - to transport livestock, or
  - in connection with emergency or law enforcement services (including security patrol services), or
  - as a tool of trade in respect of mobile earthmoving and/or construction plant, or
  - underground;
- v. the Insured Vehicle travelling on rails other than as cargo;
- w. the Insured Vehicle being located on an island (other than Tasmania) where there is no bridge or ferry access to mainland Australia; or
- x. you or any other person in possession of the Insured Vehicle with your permission continuing to drive the Insured Vehicle in a damaged state, for example where the Insured Vehicle is overheating or has radiator damage, provided however that this exclusion will not apply to a claim for loss or damage or liability incurred by you if you could not have reasonably known that an Eligible Entity or Driver was continuing to drive the Insured Vehicle in a damaged state.

## 2. Insured Vehicle exclusions

We will not pay your claim if, at the time of any Accidental loss, damage or liability which results in a claim, the Insured Vehicle, or trailer attached to the Insured Vehicle (including a rental car or a Substitute Vehicle) was:

- a. in an unsafe or unroadworthy condition, or was carrying passengers or a load (including towing) in excess of that recommended by the vehicle manufacturer, and this contributed to the loss or damage;
- b. being used or prepared for use in any form of motor sport or contest, experiments, tests, trials or demonstration purposes, provided however that this exclusion will not apply to a claim for loss or damage or liability incurred by you if you did not reasonably know that the Driver was using the Insured Vehicle in the manner described in this clause 2b) and you have fulfilled all of your obligations under this policy;
- c. in the custody of a motor dealer or prospective purchaser for the purpose of sale or consignment; or
- d. being used for any unlawful purpose, including the carrying of hazardous or inflammable goods in excess of that permitted by government regulation, unless such use was without your knowledge or consent.

## 3. Driver exclusions

We will not pay any claim if the Insured Vehicle, or the trailer attached to the Insured Vehicle was:

- a. being driven by a Driver, who was not licensed to drive the Insured Vehicle, provided however that this exclusion will not apply to a claim for loss or damage or liability incurred by you if you did not reasonably know that Driver was not licensed to drive the Insured Vehicle and you have fulfilled all of your obligations under this policy; or

- b. being driven by or last under the control of a Driver:

- i. whilst under the influence of alcohol or illicit drugs; or
- ii. who had a blood alcohol level in excess of the limit permitted by law in the state or territory where the loss or damage occurred; or
- iii. who refused to take a test to determine the level of alcohol or drugs;

provided however that this exclusion will not apply to a claim for loss or damage or liability incurred by you if you did not reasonably know that Driver had these characteristics and you have fulfilled all of your obligations under this policy; or

- c. being driven by a Driver after receiving advice from a medical practitioner not to drive, or whilst under the influence of prescribed medications that impair the ability to drive, provided however that this exclusion will not apply to a claim for loss or damage or liability incurred by you if you did not reasonably know that Driver had received this advice or was under the influence and you have fulfilled all of your obligations under this policy.

## Making a claim

For the purposes of this section, 'you' and 'your' refers to any person claiming under this policy.

### What to do in the event of a claim

You must without delay:

- Contact 1800 817 683 to lodge a claim;
- notify the police of theft losses or malicious damage;
- send any letter of demand, claim, writ or summons relating to an Accident involving an Insured Vehicle to Adica by emailing it to Us at [fleet@adica.com.au](mailto:fleet@adica.com.au); and
- attend to all Our reasonable requests of you to assist Us in the management of your claim.

### Your responsibilities when you claim on the policy

You must never, without Our consent:

- arrange or authorise any repairs to the Insured Vehicle (including dismantling the Insured Vehicle), unless We have given Our express written consent;
- admit liability or guilt;
- make a promise or offer to settle or partly settle the matter or defend the matter; or
- assign your rights under the policy to a third party.

We will require you to assist Us in handling your claim by:

- providing Us with correct and complete information and documents (for example registration papers, repair quotes, bank statements or phone records);
- immediately referring to Us any communication that you receive from other parties about your Insured Vehicle or claim (for example emails, letters, notices or court documents); and
- not behaving in a way that is improper, hostile, threatening, abusive or dangerous towards Us or other parties.

In addition, We may require you or the Driver of the Insured Vehicle to:

- be interviewed by Us or Our representatives;
- attend court to give evidence;
- provide Us with details of any other insurance policy that relates to your claim;
- make the Insured Vehicle available to Us to inspect or examine; and/or
- take, or allow Us to take, the Insured Vehicle to a place such as a repairer nominated by Us in order for Us to assess the Insured Vehicle or obtain a quote.

### What you must pay in the event of a claim

For the purposes of this section, 'you' and 'your' refers to any person claiming under this policy.



### Excess

An Excess is the first amount the Insured may have to pay toward the cost of the claim before We provide any benefits under this policy.

There are various types of Excesses, which are listed in the following table. The Excess payable for any claim will be the total of all applicable Excesses added together, depending on the circumstances of the claim.

<b>Basic Excess</b> The standard Excess which may apply to each claim made under the policy.	<b>\$1,000</b>
<b>Age and/or inexperienced Driver Excess (payable in addition to the Basic Excess)</b> Drivers under 21 years of age at the time of the Accident	<b>\$1,500</b>
Drivers aged between 21 years and under 25 years of age	<b>\$1,000</b>
Driver aged 25 years and over, having held a license less than 2 years	<b>\$1,000</b>

### When is an Excess payable?

You don't need to pay an Excess if:

- the Accident was caused by another person; and
- you or the Driver of the Insured Vehicle did not contribute to the cause of the Accident; and
- you provide Us with the full names, current residential addresses, and vehicle registration numbers of all persons involved.

If you pay an Excess and information is later made available to Us which shows this should not have been payable, We will reimburse the Excess you paid.

You will not have to pay any age or inexperienced driver Excess if you are claiming for any of the following:

- theft or attempted theft;
- loss or damage caused by an animal or a weather event such as flood, hail or storm;

- fire;
- malicious damage;
- damage to the Insured Vehicle while it was parked; or
- glass cover claims (where glass breakage is the only damage sustained to the Insured Vehicle).

### **How is an Excess applied to your claim?**

When you make a claim, you must pay any applicable Excess.

If you do need to pay an Excess, We will advise you whether this amount is to be:

- paid by you to the repairer or supplier when you collect the Insured Vehicle after it has been repaired;
- paid by you to Us when We request it; or
- deducted from the amount We pay you.

More than one Excess may apply, depending on the circumstances of the claim. However not all claims attract an Excess. Refer to the section 'What you must pay in the event of a claim – When is an Excess payable?' to find out more.

### **How We settle your claim**

For the purposes of this section, 'you' and 'your' refers to any person claiming under this policy.

#### **If the Insured Vehicle has been damaged**

Call 1800 817 683 as soon as possible.

Once We accept your claim, We will arrange for the repair of the Insured Vehicle if We can (and if it is not a Total Loss).

We will determine whether We can repair the Insured Vehicle based on the relevant circumstances, including whether:

- there is any pre-existing damage (such as damage from a previous Accident, wear and tear, rust or corrosion) to the Insured Vehicle (see 'Contribution to repairs' in this section);
- there is any damage to Accessories that are not permanently fixed to the Insured Vehicle and/or were not installed by a qualified person;
- the availability of a suitably qualified repairer; or
- the parts needed for the repair are available.

If We cannot repair the Insured Vehicle, We will pay you the fair and reasonable cost of repairing the Insured Vehicle. The fair and reasonable cost is the amount you would incur to repair the Insured Vehicle. We will calculate this by reference to relevant information including quotes from repairers that are available to you.

### **Repairing the Insured Vehicle and choice of repairer**

#### **How We choose the repairer**

If We arrange for the Insured Vehicle to be repaired, any authorised repairs performed will be covered by Our Lifetime Repair Guarantee. Refer to the section 'How We settle your claim – Lifetime Repair Guarantee' to find out more.

We will choose the repairer, authorise the repairs and help to coordinate the quote and repair process for you. We may obtain two independent competitive quotations from repairers We have chosen (where available) and select the most complete and competitive quote. If you wish you can choose a repairer to provide one of the quotes.

If We consider your repairer's quote to not be competitive and/or complete, or We do not believe that the repairs to the Insured Vehicle would be completed to a satisfactory standard, We will give you the option of:

- having the repair carried out by a repairer nominated by Us; or
- being paid the fair and reasonable cost of repairing the Insured Vehicle.

The fair and reasonable cost is the amount you would incur to repair the Insured Vehicle. We will calculate this by reference to relevant information including quotes from repairers that are available to you.

Our Lifetime Repair Guarantee only applies to repairs authorised by Us.

We will need to inspect the Insured Vehicle before repairs commence or when any further damage is found. If the Insured Vehicle can be driven, We will arrange a time for you to bring the Insured Vehicle to the repairer.

We will only pay for repairs We have authorised.

### **Undamaged areas**

If We accept your claim, We will only authorise repairs to those sections of the Insured Vehicle that are damaged following the Accident resulting in that claim. You cannot claim to repair undamaged parts of the Insured Vehicle to create a uniform appearance. For example, if the Accident causes damage to the left vehicle panel, then We will only pay to respray the left panel. We won't pay the cost to respray the rest of the Insured vehicle.

### **Lifetime Repair Guarantee**

The quality of workmanship and materials on all repairs authorised by Us will be guaranteed for the life of the Insured Vehicle.

When We authorise repairs to the Insured Vehicle and it is up to three years old from the date of original registration as new at the time of Accident, We will use new Genuine Parts in the repair of the Insured Vehicle, except for the replacement of windscreens, sunroofs and window glass where Australian Design Rule compliant parts may be used.

In all other cases, the Insured Vehicle will be repaired using parts consistent with the age or condition of the Insured Vehicle, except for the replacement of windscreens, sunroofs and window glass where Australian Design Rule compliant parts may be used.

Where replacement parts are required for the repair of the Insured Vehicle and are no longer available, We will pay you what it would have cost you to repair the Insured Vehicle with those parts had they been available. We will calculate this by reference to relevant information including quotes from repairers that are available to you.

If there is any concern about the quality of the repairs completed by a repairer We have authorised, please promptly contact Us. We will arrange for unsatisfactory repairs to be inspected and for the necessary rectification to be carried out. You must not authorise rectification work without Our authority.

### **Contribution to repairs**

If We are unable to carry out repairs due to pre-existing damage to the Insured Vehicle (such as wear and tear, rust or corrosion), We will ask you to contribute to the cost of repairing the pre-existing damage so that all repairs can be carried out completely and to a satisfactory standard.

If you do not want to pay this amount, We will not authorise any repairs and instead pay you the fair and reasonable cost of repairing the damage that is covered by this policy.

### **If the Insured Vehicle is a Total Loss**

Once We accept your claim and determine the Insured Vehicle is a Total Loss We will pay you the Market Value of the Insured Vehicle.

We will retain your damaged Insured Vehicle, including any options and Accessories and keep the proceeds of any salvage value. We will also retain any unexpired portion of the registration and Compulsory Third Party (CTP) insurance.

Once We settle the Total Loss claim, the Vehicle Listing and Policy Schedule will be updated to remove the applicable Insured Vehicle.

### **Personal property and company owned property**

The most We will pay for loss or damage to any personal property and/ or company owned property items (under 'Additional benefits – personal property and company owned property') is \$2,000 in total for each claim.

Once We accept your claim for a stolen or damaged item, We will pay its market value (as reasonably determined by Us) at the date of the Accident.

We will calculate the market value by reference to factors such as age, make, model and condition of the item.

### **Claim recovery**

If you make a claim on this policy, We reserve the right to take action to recover any money paid by Us. When We do this, We may need to take such action in your name, and therefore you must cooperate with Us and give Us any information and assistance We may require through to the completion of the claim. We will meet all expenses associated with Our action.

### **GST and Input Tax Credits**

If you are registered for GST, you are required to tell Us your entitlement to any Input Tax Credits (ITC). If you do not tell Us your entitlement, or if the information you give Us is incorrect, We will not be liable for any resulting fines, penalties or charges you incur. When We calculate the amount of any payment We make for a claim, We may reduce the amount by any ITC that you are, will be or would have been entitled to receive.

### **If the Insured Vehicle has been stolen**

Report the theft immediately to the police and to us on 1800 817 683.

- If the Insured Vehicle is found damaged within 14 days from when you reported the theft to Us and it can be repaired, We will arrange the repair as set out under 'How We settle your claim – If the Insured Vehicle has been damaged'.
- If the Insured Vehicle has not been found within 14 days, or is found damaged and cannot be repaired, We will declare it a Total Loss if We have accepted your claim. Refer to the section 'How We settle your claim – If the Insured Vehicle is a Total Loss' to find out more.

### **Third party property damage claims**

Call 1800 817 683 as soon as possible.

When the use of the Insured Vehicle results in damage to someone else's property We will, subject to the terms of this policy, cover your legal liability to pay compensation for any loss or damage caused.

Refer to 'Section 2 – Cover for damage to other people's property' to find out more.

## **Additional terms and conditions**

### **Additional interests**

This policy extends to include the interests of Eligible Entities, Drivers and any other interested party, subject to the terms of this policy. The nature and extent of such interest is to be disclosed following loss, damage or liability.

All third party beneficiaries must comply with the terms and conditions of this policy.

### **Renewing the policy**

Before the expiry of the Period of Cover We will write to the Policyholder and set out the terms on which We offer renewal, or advise that We are unable to continue the policy.

It is important the Policyholder checks that the information set out in the renewal notice is correct, and advises Us immediately of any changes to this information or details. If the information the Policyholder provides to Us is not honest, correct and complete, We may reduce or deny any claim, cancel the policy or treat the policy as if it never existed.

**Our standard conditions for rental cars**

The following conditions apply to 'Additional benefit – rental car'. For the purposes of this section, 'you' or 'your' refers to any person claiming under that additional benefit.

The rental car must be arranged by Us or authorised by Us based on the terms of the relevant benefit. A benefit will only be made available after you have lodged your claim with Us, and you have paid any applicable Excess(es).

When We arrange a rental car, it will be covered by this policy during the authorised hire period. If the rental car is damaged or stolen during the hire period you will need to lodge a new claim under this policy, and you must pay any Excess(es) that apply.

When We authorise you to arrange a rental car, the rental car will not be insured under this policy and We recommend that you take out insurance for the rental car when you enter into the hire agreement. You will also need to provide Us with receipts for the rental charges being claimed in order to receive reimbursement.

The cost of fuel and any other costs associated with the rental car or any additional hire costs will be your responsibility. You must meet the rental conditions which apply, including Driver age restrictions, daily kilometre allowances, vehicle return and pick-up locations and the deposit of any bonds.

The rental car must be returned within one business day of:

- Us advising you that the Insured Vehicle has been repaired and is able to be driven;
- Us advising you that the Insured Vehicle has been found undamaged and is able to be driven;
- the 30-day 'Additional Benefit – Rental car benefit expiry'; or
- the date We settle your claim.

Should you fail to return the rental car within the applicable time period above, you will be liable for the daily rental car cost after this date.

We will not pay for:

- rental car costs incurred as a result of a delay by you in having the Insured Vehicle repaired;
- any costs incurred due to a delay by a repairer you choose in carrying out repairs; or
- any costs incurred in hiring the car if your claim with Us is declined by Us or withdrawn by you.

**Payment of Premium**

The Premium is payable by the Policyholder monthly based on the most recent Vehicle Listing provided to Us during the Period of Cover, and must be paid by the end of the month in which the Policyholder provides such Vehicle Listing.

The Policyholder will provide Us with an updated Vehicle Listing no later than seven (7) business days after the end of each calendar month.

The Policyholder will calculate the Premium payable each month during the Period of Cover based on the most recent Vehicle Listing and remit to Adica. To be covered by the policy the Policyholder must pay the total Premium by the end of the month in which it supplies such Vehicle Listing.

If the Policyholder does not pay the Premium in full, or any additional Premium required, We may reduce the Period of Cover proportionate to the Premium it has already paid.

## Canceling your insurance cover

### Cooling off period

You can remove your insurance cover within 21 days of its commencement date and you will receive a full refund, provided you have not lodged a claim. To cancel your cover please contact TFM on 1300 888 870.

### Cancellation after 21 days

You may also remove your insurance cover at any time after 21 days of its commencement date by requesting TFM to do so.

We may cancel this policy at any time by giving the Policyholder 90 days' written notice of such cancellation if there is a breach of any of the terms or conditions of the policy, including the requirements to pay Premium, misrepresentation to Us during the negotiation of the policy, a fraudulent claim, or for any other reason available to Us in accordance with legislative requirements.

Nothing affects any right of an Insured to claim in relation to an event which occurred prior to the time its right to access the policy ended.

An Eligible Entity may remove itself from the cover at any time by deciding not to meet the Eligibility Criteria for Insureds or by notifying the Policyholder.

Your cover is automatically terminated when:

- any amount payable by the Policyholder for access to the insurance cover has remained outstanding by more than 90 days; or
- you no longer meet the Eligibility Criteria.

## Contact details

**To make a claim call us on**

1800 817 683

**For any other information about your cover,  
contact Toyota Fleet Management at:**

**Phone:** 1300 888 870 (option 3)

**Mail:** Locked Bag 980,  
Milsons Point NSW 1565

**Email:** [fleetinsurance@toyota.com.au](mailto:fleetinsurance@toyota.com.au)

the 1990s, the number of people in the world who are illiterate has increased from 400 million to 600 million.

It is not only the illiterate who are at risk of being left behind in the new global economy. The world's population is growing rapidly, and the number of people who are poor is increasing.

By the year 2025, the world's population is expected to reach 8 billion. In 1990, there were 5 billion people in the world, and in 2000, there were 6 billion.

The number of people who are poor is also increasing. In 1990, there were 1 billion people who were poor, and in 2000, there were 1.2 billion.

By the year 2025, there are expected to be 2 billion people who are poor. This is a dramatic increase, and it is a cause for concern.

The world's population is growing rapidly, and the number of people who are poor is increasing. This is a cause for concern, and it is important that we take action to address these issues.

One of the ways that we can address these issues is by investing in education. Education is a key to economic growth and development, and it is essential for people to be able to read and write.

By investing in education, we can help to reduce the number of people who are illiterate and poor. This is a goal that we should all strive for.

Another way that we can address these issues is by investing in infrastructure. Infrastructure is essential for economic growth and development, and it is essential for people to be able to get to work and school.

By investing in infrastructure, we can help to reduce the number of people who are poor and illiterate. This is a goal that we should all strive for.

Finally, we can address these issues by investing in social services. Social services are essential for economic growth and development, and they are essential for people to be able to live a decent life.

By investing in social services, we can help to reduce the number of people who are poor and illiterate. This is a goal that we should all strive for.

By investing in education, infrastructure, and social services, we can help to reduce the number of people who are poor and illiterate. This is a goal that we should all strive for.

Education is a key to economic growth and development, and it is essential for people to be able to read and write. By investing in education, we can help to reduce the number of people who are illiterate and poor.

Infrastructure is essential for economic growth and development, and it is essential for people to be able to get to work and school. By investing in infrastructure, we can help to reduce the number of people who are poor and illiterate.

Social services are essential for economic growth and development, and they are essential for people to be able to live a decent life. By investing in social services, we can help to reduce the number of people who are poor and illiterate.

By investing in education, infrastructure, and social services, we can help to reduce the number of people who are poor and illiterate. This is a goal that we should all strive for.

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