

Willis Towers Watson Motor Fleet Insurance

Product Disclosure Statement

This is Part 1 of a 2 Part Product Disclosure Statement (PDS)

Part 2 is the Willis Towers Watson Motor Vehicle Policy.

Both Parts must be provided to you and together form the PDS.



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About the Willis Towers Watson Motor Vehicle Insurance

About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich', 'Insurer', 'we', 'us' or 'our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

This Product Disclosure Statement (PDS) is an important document. You should read it carefully before making a decision to purchase this product.

This PDS will help you to:

- decide whether this product will meet your needs; and
- compare this product with other products you may be considering.

The information contained in this PDS is general information only. It is important you read your policy to ensure you have the cover you need.

How to apply for this insurance

Zurich distributes this product via Willis Australia Limited, ABN 90 000 321 237, AFS Licence Number 240600 (Willis). Willis Australia Limited is a general insurance intermediary, and its ultimate parent is Willis Towers Watson PLC, a company incorporated in the Republic of Ireland. Willis are qualified professional insurance brokers who are able to access a wide selection of insurance products from which they are able to recommend those best suited to your insurance requirements.

Throughout this document when we are referring to Willis, we may simply refer to them as your intermediary.

If you are interested in buying this product or have any inquiries about it, you should contact your intermediary who should be able to provide you with all the information and assistance you require.

If you are not satisfied with the information provided by your intermediary you can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for your personal objectives, needs or financial situation.

Willis Towers Watson Motor Vehicle Insurance

The Willis Towers Watson Motor Vehicle Insurance is principally designed for medium to large enterprises. Sedans and commercial Vehicles can be included in this policy.

The policy cover can be customised to meet your requirements and some of the options can be summarised as follows:

Comprehensive Cover

This provides both:

- cover for certain loss, Damage or destruction to or of the Insured Vehicle caused by an Accident (Section 1); and
- cover for certain liability for Personal Injury (not covered by compulsory insurance) or loss of or Damage to property and/or loss of use caused by or arising out of the use of or towing an Insured Vehicle (Section 2).

Third Party Liability, Fire and Theft only

This provides both:

- cover for loss, Damage or destruction to or of the Insured Vehicle caused by, arising from or as a result of fire and/or Theft only; and
- cover for certain liability for Personal Injury (not covered by compulsory insurance) or loss of or Damage to property and/or loss of use caused by or arising out of the use of or towing an Insured Vehicle (Section 2).

Own Damage Cover only

This provides:

- cover for certain loss, Damage or destruction to or of the Insured Vehicle caused by an Accident (Section 1).

Third Party Liability only

This provides:

- liability cover for liability for Personal Injury (not covered by compulsory insurance) or loss of or Damage to property and/or loss of use caused by or arising out of the use of or towing an Insured Vehicle (Section 2).

Our contract with you

Your policy is a contract of insurance between the Insured and Zurich and contains all the details of the cover that we provide.

Your Policy is made up of:

- the policy wording, which is attached as the second part of this document. It tells you what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover;
- information you provide to us when applying for insurance cover;
- your most current Policy Schedule issued by us. The Policy Schedule is a separate document unique to you, which shows the insurance details relevant to you. It includes any changes, exclusions, terms and conditions made to suit your individual circumstances and may amend the policy; and
- any other changes otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Please note, only those sections shown as covered in your Policy Schedule are insured.

This document is also the PDS for any offer of renewal we may make, unless we tell you otherwise. Please keep your policy in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that you should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to you if you have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of your Sum insured shown in your Policy Schedule or some other amount, factor or item specified in the relevant clause of this policy.

You should be aware of the following matters in considering whether this product is suitable for your needs.

Basis of Settlement – Section 1

When Section 1 – Insured's Own Loss is selected, you may choose the Basis of Settlement option you require. The standard options are either Market Value or Agreed Value when declared.

The correct Basis of Settlement selection is vital, as an incorrect selection, may possibly leave you underinsured.

Basis of Settlement – Section 2

When Section 2 – Liability is selected, the Limit of Liability is specified in the Policy Schedule. We recommend you review the Limit to ascertain if it is adequate for your requirements.

Dangerous Goods

When Section 2 – Liability is selected, under 'Transportation of Dangerous Goods' we provide cover for liability arising out of the carrying or towing of dangerous goods, up to a \$1,000,000 Limit of Liability. We recommend you refer to page 18 of the Motor Vehicle Policy and review the Limit of Liability in respect of Dangerous Goods cover provided, to ascertain if it is adequate for your requirements.

Additional Benefits

When you have a loss, additional expenses may be incurred such as hire costs after loss or theft, expediting expenses and costs for recovery after loss. For full particulars of the Additional Benefits please refer to the Memoranda Applicable to Section 1, Section 2 and Sections 1 and 2 from pages 11, 21 and 28 of the Motor Vehicle Policy respectively.

Where these extensions have limits, these limits (whilst some are additional to the Sum Insured), are sub-limited to either per event, per day, per Vehicle or per Period of Insurance. We suggest you review these limits to see if they are adequate for your requirements.

Excesses can apply

For each of the available covers, an Excess may apply. An Excess is not an additional fee charged by us at the time of making a claim. Rather, it is the uninsured first portion of a claim for which you are otherwise covered, i.e. the amount that you must contribute towards each claim.

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

Exclusions

The Motor Vehicle Policy contains a number of exclusions, some of which are common in insurance policies. For example, we may not pay for loss or Damage arising out of:

- Damage to tyres by application of brakes, or by road cuts, punctures or bursts;
- consequential loss, except as specifically provided under this policy;
- an Act of Terrorism.

Some of the exclusions may be less common, and as such may be unexpected. For example, this policy excludes cover if an Insured Vehicle is engaged in racing, pacemaking, reliability trials, speed or hill-climbing test or whilst being tested in preparation therefore with the knowledge and consent of the Insurer. Please refer to page 29 of the Motor Vehicle Policy for the details of this exclusion.

The above are some of the events that are not covered by this policy. Before making a decision about whether to purchase this policy, you should read the full details of all relevant exclusions, which are contained in the policy wording.

Some may not be relevant to your business however you should make yourself aware of all the exclusions. Please refer to, Exclusions applicable to Section 1 on page 10, Exclusions applicable to Section 2 on page 19 and General Exclusions applicable to Sections 1 and 2 from page 28

Conditions

The Conditions applicable to Sections 1 and 2 set out the obligations with which you need to comply. Please read these Conditions from page 31 of the Motor Vehicle Policy. You should make yourself aware of all the terms and conditions that apply. If you do not meet them, we may be able to decline or reduce the claim payment or cancel your Policy.

Make sure you have the cover you need

You should discuss with your intermediary the appropriate amounts and risks for which you need to be insured. If you do not adequately insure for the relevant risks you may have to bear any uninsured losses yourself.

If you do not choose appropriate amounts that allow for the current value of the Insured Vehicle or other financial risks that your Policy aims to cover, then you may be underinsured when you need to make a claim.

Change of circumstances

You should also advise your intermediary to notify us as soon as possible when your circumstances change and where you need to add to or vary the insurance cover you need. For instance, if you purchase a new vehicle outside the parameters of the Insured Vehicle coverage. If you do not tell your intermediary of these changes after you suffer a loss or Damage, your Sum Insured may not be adequate to cover your loss, or you may not even have any cover under your Policy. If you are unable to contact your intermediary, you can contact us directly to inform us of your change in circumstances.

Duty of Disclosure

For policyholders who are not a natural person, before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

Individuals

If you are the policyholder and you are a natural person, a different duty of disclosure to the one set out above applies to you. Contact your intermediary or us to ensure you are notified of your duty.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed

How we calculate your premium

The amount of your premium is determined by taking a number of different matters into account.

It is important for you to know in particular that the premium varies depending on the information we receive from you 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. Each insurer can do this differently.

The base minimum premium for this product will vary depending on other terms and conditions offered, particularly the Excess level chosen. Some factors impacting premium are:

- type of Insured Vehicles; (make, age, model within the make up of the fleet);
- use of Insured Vehicles (private, business);
- the value of the Insured Vehicles and the Basis of Settlement selected;
- type of additional cover, terms and conditions;
- location and operating radius of the Vehicles;
- claims history from prior years; and
- risk management procedures your business undertakes.

Your intermediary can arrange for you to be provided with a quote for a premium. You will need to give your relevant details to your intermediary at this time to enable us to calculate your premium.

Another important thing to know is that your 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 Emergency Services Levy) in relation to your Policy. These amounts will be set out separately on your Policy Schedule as part of the total premium payable.

How and when you pay your premium and what happens if you don't pay?

Premiums are charged and are payable on a yearly basis. Your intermediary can also tell you what other methods are available to make your premium payments.

Your intermediary will send you an offer of renewal of your insurance once a year, before your current Period of Insurance expires. If you do not pay your premium when due, your policy may lapse after 30 days and you will not be covered. You may be able to reinstate your policy after it lapses, but you must submit an application to us, which is subject to our reassessment of your circumstances at the time of application.

Goods and Services Tax

The sum insured that you choose should exclude Goods and Services Tax (GST). In the event of a claim, if you are not registered for GST, we will reimburse you the GST component, in addition to the amount we pay you. If you are registered for GST, you will need to claim the GST component from the Australian Taxation Office.

You must advise us of your correct input tax credit percentage, where you are registered as a business and have an Australian Business Number. Any GST liability arising from your incorrect advice is payable by you.

How to make a claim

If you need to make a claim against this policy, please refer to 'Insured's Duties following an Accident, event, claim or suit' on page 31 of the Motor Vehicle Policy. If you have any queries please contact your intermediary as soon as possible, or call us on 132 687.

Repairs, Repairer Choice and Parts Policy

Zurich complies with the Repair Industry Code of Conduct.

You can choose a repairer, or we can recommend one for you. If we do not accept your choice of repairer, you must still co-operate with us to select another repairer that we both agree on.

When the Insured Vehicle is repaired, the repairer may use re-usable parts or parts that are not manufactured by a supplier to the Vehicle's original manufacturer which:

- are consistent with the age and condition of the Insured Vehicle;
- do not affect the safety or the structural integrity of the Insured Vehicle;
- comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
- do not adversely affect the post repair appearance of the Insured Vehicle; and
- do not void or affect the warranty provided by the vehicle manufacturer.
- In repairing Insured Vehicle, we may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

We guarantee workmanship of the repairs authorised by us. This guarantee is for the life of the Insured Vehicle and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly. Wear and tear is not covered by this guarantee.

We will arrange for repairs authorised by us to be rectified at no cost to you, if we agree that the repairs are defective. Before we can arrange for any defective repairs to be rectified, you must give us the opportunity to inspect the Insured Vehicle.

Cooling-off Period

After you apply for a Zurich product and you have received the policy document, you have 21 days to check that the Policy meets your needs. Within this time you may cancel the policy and receive a full refund of any premiums paid, unless:

- you have made a claim or become entitled to make a claim under your policy; or
- you have exercised any right or power you have in respect of your policy or the policy has ended.

Your request will need to be forwarded to us via your intermediary or to the address shown on the back cover of this document.

You can cancel your Policy at any time after the cooling-off period. Please refer to 'Cancellation' under Conditions applicable to Sections 1 and 2 on page 32 of the Motor Vehicle Policy.

Privacy

Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about you ('your details') to assess applications, administer policies, contact you, enhance our products and services and manage claims ('Purposes'). If you do not provide your information, we may not be able to do those things. By providing us, our representatives or your intermediary with information, you consent to us using, disclosing to third parties and collecting from third parties your details for the Purposes.

We may disclose your details, including your sensitive information, to relevant third parties including your intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of your details are likely to be located. It also sets out how we handle complaints and how you can access or correct your details or make a complaint.

General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and you;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes you make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and *your* rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting us.

Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at www.fcs.gov.au.

Complaints and Disputes Resolution process

If you have a complaint about an insurance product we have issued or service you have received from us, please contact your intermediary to initiate your complaint with us. If you are unable to contact your intermediary, you can contact us directly on 132 687. We will acknowledge receipt of your complaint within 24 hours or as soon as practicable.

If you are not satisfied with our initial response, you may access our internal dispute resolution process. Please refer to the general insurance fact sheet available on our website for details of our internal dispute resolution process.

We expect that our internal dispute resolution process will deal fairly and promptly with your complaint, however, you may take your complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to you.

Their contact details are:

Website: www.afca.org.au

Email: info@afca.org.au

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Headings

Headings have been included for ease of reference, but do not form part of the policy.

Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting your intermediary or us by using our contact details on the back cover of this PDS. Please note that we may also choose to issue a new PDS or a supplementary PDS in other circumstances.

Zurich Australian Insurance Limited

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Client enquiries

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