



FUSE FLEET INSURANCE  
Product Disclosure Statement  
and Policy Wording

Effective Date: 19 May 2026



## Fuse Fleet Insurance

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### PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

#### **About the Insurer**

Mitsui Sumitomo Insurance Company Limited ABN 49 000 525 637, AFSL No 240816 (MSI). MSI is an insurer regulated and supervised by the Australian Prudential Regulation Authority under the Insurance Act 1973 (Cth).

Preparation Date: 1 May 2026

#### **About Fuse Fleet**

Fuse Fleet Underwriting Pty Ltd (Fuse Fleet) ABN 46 662 436 624 is an authorised representative (No. 001299656) of Delaney Kelly Golding Pty Ltd (DKG) ABN 35 000 663 221, AFSL No. 231146 and has developed this Motor Insurance Policy which is underwritten by MSI.

In issuing this Policy, DKG and its Authorised Representative Fuse Fleet will be acting under an authority given to it by MSI. This means that when issuing this Policy, DKG and its authorised representative Fuse Fleet will be acting as an agent for MSI, not for You.

Fuse Fleet has an authority from MSI to arrange, enter into/ bind and administer this insurance (including handling and settling claims).

You should contact Fuse Fleet in the first instance in relation to this insurance.

Fuse Fleet's contact details are:

Level 3, 345 Pacific Highway  
North Sydney NSW 2060

PO Box 1670  
North Sydney NSW 2059

Phone: 1300 387 338  
[www.fusefleet.com.au](http://www.fusefleet.com.au)

#### **About this Product**

This document contains important information to help You:

- a) decide whether this product meets Your requirements; and
- b) compare this product with others You may be considering.

Before You decide whether to purchase this product, You should read this document carefully to understand its features, benefits, terms and conditions.

You should read:

- a) this important customer information part it contains information on important matters You need to be aware of before applying for this product; and
- b) the Policy which details the terms and conditions of this product; and
- c) any other documents We provide to You about this product which may change the standard cover.



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## Fuse Fleet Insurance | Important Notices

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### APPLYING FOR COVER

To apply for cover You should contact Fuse Fleet or Your adviser (insurance broker) who will arrange a quotation on Your behalf. We will use the information supplied by You or Your adviser to decide whether We will issue You with insurance cover and the terms of cover We will offer to provide. We provide cover to You on the terms contained in this document and the Schedule We issue to You.

If You decide to accept the quotation terms provided, We will issue You or Your adviser with a Schedule. The Schedule will contain important information relevant to Your insurance including the Period of Insurance, the Premium, details of Your Vehicle(s), the Excess(es) that will apply and whether any standard terms have been varied by way of endorsement.

At least 14 days before the Policy expires, We will send You or Your adviser a notice which tells You when the Policy will expire and whether We are prepared to negotiate to renew or extend the cover.

### SUMMARY OF COVER

The Policy cover can be tailored to meet Your requirements. There are two types of cover available under this Policy. You may choose A. Comprehensive Cover (Sections 1 and 2) or B. Third Party Only Cover (Section 2) All sections of the Policy are subject to the applicable sum insured, limit of liability, sub-limits, terms, conditions, exclusions and limitations set out in the Policy.

#### **A. Section 1 – Cover for Your Vehicle**

This provides You with cover for Loss to Your Vehicle occurring within Australia during the Period of Insurance up to the amount We have agreed upon.

#### **B. Section 2 – Liability to Third Parties**

This provides You (and certain other persons) with cover for legal liability for Loss, damage or loss of use to someone else's property as a result of an Accident arising out of the use of Your Vehicle within Australia during the Period of Insurance up to the maximum sum payable for Section 2.

Additional Benefits apply for each cover (see each of these Cover Sections for details).

Extensions apply to Section 1 and Section 2 to extend the available cover without increasing the specified limits in the Policy (refer to "General Extensions - Applicable to All sections" in the Policy for details).

We only provide cover up to the amount(s) and limits specified in the Policy or the Schedule and subject to its other terms, conditions and exclusions.

### EXCESS

An Excess is the amount You will be required to contribute towards the cost of a claim and is payable for each and every claim covered by the Policy. The "Basic Excess" is shown in the Schedule and You may have to pay additional Excesses. In some cases, We will waive the requirement for You to pay an Excess (refer "General Conditions" 2 in the Policy Wording for details).



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We will tell You:

- if an Excess applies to Your claim,
- how much that Excess is; and
- how We will collect this from You.

We can collect it from You by:

- deducting it from what We pay You, or
- requesting the payment as part of the finalisation of the claim; and
- requiring You to pay the Excess to the repairer when Your Vehicle is repaired.

### EXCLUSIONS/CONDITIONS/CANCELLATION

Subject to the *Insurance Contracts Act 1984* (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation, We may refuse to pay or reduce the amount We pay under a claim in certain circumstances. In particular:

- a) where an exclusion applies; or
- b) if You do not comply with the terms and conditions of the Policy to the extent Our interests are affected as a result of Your breach; or
- c) if You make a misrepresentation; or
- d) if You make a fraudulent claim.

The course of action We take will be considered in each circumstance based on what impact or effect Your conduct caused or contributed to the claim or Our decision to issue Your Policy.

#### **Cancellation by the Insurer**

We may cancel this Policy in accordance with Section 60 of the *Insurance Contracts Act 1984* (Cth) by giving You written notice of cancellation.

We may only cancel this Policy in the following circumstances:

- Non-payment of premium – if You fail to pay the premium or any instalment of premium when due;
- Breach of the duty of utmost good faith – if You have not complied with Your duty of utmost good faith;
- Failure to comply with a provision of the Policy – including where You have breached a term, condition or warranty of this Policy;
- Failure to comply with the duty of disclosure or misrepresentation – where permitted by law;
- Fraudulent claims – where You make a fraudulent claim We will treat the contract as if it never existed; or
- Other circumstances permitted by law.

If we cancel this Policy:

- we will give You written notice in accordance with the *Insurance Contracts Act 1984* (Cth);
- cancellation will take effect at the time specified in the notice, which will not be earlier than the minimum notice period required by law; and
- we will refund any premium for the unexpired period of insurance, calculated in accordance with the law.



## Fuse Fleet Insurance | Important Notices

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### **Cancellation by You**

You can cancel Your Policy at any time by writing to Us. If You do, the cancellation will take effect when We receive Your request or from any later date You tell Us. If You cancel, other than under the "Cooling Off period" below, We refund the premium less an amount which covers the period for which You were insured, reasonable administrative costs relating to the issue and cancellation of the Policy and any government taxes or charges that are non-refundable and subject to the retention of any declared minimum premium.

### **OTHER PARTY'S INTERESTS**

We only cover persons specified in the Policy as entitled to cover for the relevant interest specified unless We specifically agree to cover the interest of another party. If You want to cover a person's interest that is not specified, You need to apply to Us for this. If We agree to cover the interest of another party, the details will be noted on Your Schedule.

### **PREMIUM CALCULATION**

The insurance provided is subject to Your payment or agreement to pay the premium We require by the agreed time. When You apply for this insurance, You will be advised of the total amount payable, when it needs to be paid and how it can be paid. If You choose to effect cover, the amounts due will be clearly set out in the Schedule. If You fail to pay, We may reduce any claim payment by the amount of premium owing and/or cancel the Policy.

In order to calculate premium various factors are considered, including but not limited to the:

- a) type of Vehicle(s);
- b) value of Vehicle(s);
- c) type of cover requested;
- d) age of regular drivers;
- e) location and operating radius of the Vehicle(s);
- f) claims history from prior years; and
- g) telematics data.

Your premium also includes amounts payable in respect of compulsory government charges and any taxes (including stamp duty and GST).

Your premium, including any discounts You may be eligible for, are subject to minimum premiums. We consider the minimum amount We are prepared to sell the Policy for and may adjust Your premium to ensure it does not fall below the minimum amount. Any discounts will be applied to Your Policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's claims experience and/or excess.

Where You pay Your premium in monthly instalments an instalment is unpaid if it cannot be deducted from Your nominated account or credit card.

If Your premium is overdue, We will send You a notice outlining the overdue amount and when it needs to be paid. If Your premium remains outstanding after the time period specified in the notice We send, We will:

- a) cancel Your Policy for non-payment; and
- b) refuse to pay any claim for an incident occurring after the cancellation date.



## Fuse Fleet Insurance | Important Notices

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If You pay by instalment, We will send You a second notice either before cancellation informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation. If You need to make a claim when Your Policy premium is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows, We can reduce the settlement payment by the overdue amount.

### DISCLOSURE

#### **Your duty**

Before you purchase this insurance, you have a duty to take reasonable care not to make a misrepresentation to us.

#### **When does this duty apply**

This responsibility applies until we enter into a policy with you. This includes when you purchase a policy for the first time, as well as when we agree to renew, extend, vary, change, or reinstate Your policy.

#### **Your duty when answering our questions**

We'll ask you some questions. These questions help us make an informed decision on whether we're able to offer you insurance. If so, they'll help us determine the terms we offer, including the premium we charge. You must answer our questions honestly, accurately and to the best of Your knowledge and not make a misrepresentation to us.

#### **What's a misrepresentation?**

A misrepresentation includes a statement that's false, partially false, or doesn't fairly reflect the truth. It's not misrepresentation if you don't answer a question, or if Your answer is obviously incomplete or irrelevant to the question asked.

#### **Answering questions for others under the policy**

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you're answering our questions on behalf of everyone who will be insured by the policy, we'll treat any answers or representations you give as theirs.

#### **Failure to comply with Your duty**

If you don't comply with Your duty, we may reduce or not pay a claim, cancel Your policy, or both. If the misrepresentation was deliberate or reckless, this is an act of fraud. We may treat Your policy as if it never existed.

### GOODS AND SERVICES TAX (GST)

The amount of premium payable for the Policy includes an amount on account of the GST. All amounts insured by the Policy are in accordance with the advice You have given to Us regarding Your GST status and the GST status of the items to be insured. Any claim settlements, up to the total of all amounts insured, will be calculated with reference to Your GST status and the GST status of the property which is the subject of the claim.

We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement on the premium relating to the Policy.



## Fuse Fleet Insurance | Important Notices

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In respect of Your Policy with Us, where You are registered for GST purposes, You should calculate Your proposed Sums Insured with reference to the GST status of each Vehicle or item of property to be insured. Depending on the GST status of each Vehicle or item of property insured, the Sum Insured may or may not include a GST component. An amount for GST should only be included in the Sum Insured if the Vehicle or item of property to be insured is not used 100% for business use. All Vehicles or items of property to be insured used 100% for business use should be insured on a GST exclusive basis. Any claim settlements, up to the total of all amounts insured, will be calculated with reference to Your GST status and the GST status of the property which is the subject of the claim.

This outline of the effect of the GST on Your Policy is for general information only. You should not rely on this information without first seeing expert advice on the application of the GST to Your particular circumstances.

### UNDERINSURANCE

It is Your responsibility to ensure that the Sum Insured of the Vehicle or property You want insured by this Policy is adequate. You should review the adequacy of the Sum Insured periodically during the Period of Insurance and prior to each renewal year.

### COOLING OFF PERIOD

After you have applied for cover 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
- exercised any right or power you have in respect of Your policy; or
- the policy has ended.

### CONFIRMING TRANSACTIONS

You may contact Us, in writing or by phone, to confirm any transaction under the Policy if You or Your adviser do not already have the required Policy confirmation details.

### GENERAL INSURANCE CODE OF PRACTICE

MSI has subscribed to the General Insurance Code of Practice (Code), which has been developed by the Insurance Council of Australia. The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

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 resolving complaints 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. For further information on the Code, please visit <https://insurancecouncil.com.au/cop/>.



## Fuse Fleet Insurance | Important Notices

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### COMPLAINTS PROCEDURE

We aim to provide You with the highest level of service at all times. If You are not satisfied with Our products, services, or a decision We have made, You or Your insurance intermediary should contact Us so We can attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure.

You may contact Fuse Fleet at:

Phone: 1300 387 338

Email: [complaints@fusefleet.com.au](mailto:complaints@fusefleet.com.au)

Mail: PO Box 1670

North Sydney NSW 2059

#### Step 1 – Internal Dispute Resolution (IDR)

Fuse Fleet will acknowledge receipt of Your complaint within 1 business day of receipt and give You the name and relevant contact details of the person assigned to liaise with You about Your complaint. Your complaint will be handled by the person who has appropriate authority, knowledge or experience to deal with it (this will not be the person whose decision or conduct is the subject of Your complaint). This person will review Your complaint. If Fuse Fleet cannot resolve Your complaint to Your satisfaction, then Fuse Fleet will escalate Your complaint to Us.

We will investigate Your complaint and provide You with a written response outlining Our decision.

For all complaints, a final decision will be provided to You within 30 calendar days of the date on which You first made the complaint unless certain exceptions apply.

#### Step 2 – External Dispute Resolution (EDR)

If You are not satisfied with Our final decision, or if We do not resolve Your complaint within 30 calendar days of receiving it, You may refer Your complaint to the Australian Financial Complaints Authority (AFCA).

AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA will determine whether it can consider Your complaint.

You can contact AFCA at:

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3, Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

We are a member of AFCA and are bound by its determinations. This complaints process does not affect Your right to take legal action. Your complaint must be referred to AFCA within 2 years of Our final decision, unless AFCA considers special circumstances apply.

Further information about Our complaints and dispute resolution process, you can contact Fuse Fleet or visit <https://fusefleet.com.au/dispute-resolution-msi/>.

### HOW TO MAKE A CLAIM

If You would like to make a claim under the Policy, please contact Fuse Fleet on 1300 387 338 or [claims@fusefleet.com.au](mailto:claims@fusefleet.com.au). Please refer to the Claims Procedures contained in the “General Conditions – Applicable to All Sections” section of the Policy.



## Fuse Fleet Insurance | Important Notices

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### PRIVACY

We and Fuse Fleet are committed to meeting Our privacy obligations to You under the Privacy Act 1988 (Cth) (the Act). In this section dealing with privacy, "We", "Our" and "Us" refers to MSI and Fuse Fleet.

The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles (APPs). You can access the APPs at <https://www.oaic.gov.au/privacy/australian-privacy-principles>. You agree that We may collect, use, disclose and hold Your personal information as set out below.

### COLLECTION

We collect information which is reasonably necessary to provide our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You. Collection will only take place by lawful and fair means.

We collect information regarding You, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided. We collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in person from You or another person or persons.

We will only collect Your sensitive information if You have provided Us with consent to do so.

If We collect information pursuant to a law, regulation, or court order then We will advise You of the law or the court order applicable.

If You fail to provide Us with personal information, then this insurance may not meet Your needs.

At the time of collection or as soon as practicable thereafter We will notify You or make sure You are aware of our identity, contact details, the purposes for which We collect the information, the consequences of not providing the information, how You can access and correct the information, that We will disclose the information overseas and the countries We will so disclose to.

### USE AND DISCLOSURE

We may disclose Your personal information to companies in the MS&AD Insurance Group Holdings (MS&AD), our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessors and adjusters, financial or investigative service providers, internal dispute resolution officers and dispute resolution providers such as:

- the Australian Financial Complaints Authority;
- government and law enforcement agencies or regulatory bodies;
- Other parties where permitted or required by law; and
- Legal, accounting and other professional advisers.

We use and disclose Your personal information for the purposes of providing insurance, administration of Your Policy, claims handling and dispute resolution.

We may also use or disclose Your personal information for a secondary purpose that is related to the primary purpose of collection. However, We will only use or disclose Your sensitive information for a secondary purpose either with Your consent, or if the secondary purpose is directly related to the primary purpose.



## Fuse Fleet Insurance | Important Notices

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### INDIRECT COLLECTION

When You provide information about other individuals You must make them aware of the disclosure and the use to which their personal information will be put.

We will only collect personal information about an individual from that individual unless it is unreasonable or impractical to do so.

### OVERSEAS RECIPIENTS

If Your personal information is collected by or supplied to a foreign organisation We will take reasonable steps to ensure it will be held, used or disclosed only in accordance with the Act. Specifically, We may disclose Your personal information to our service supplier, which provides sales, claims and administrative services.

Please note that the data protection laws and other laws of the countries to which Your information may be disclosed might not be as comprehensive as those in Australia. However, where practicable in the circumstances, We will take reasonable steps to ensure that overseas recipients use and disclose such personal information in a manner consistent with our privacy policy.

The countries to which information may be disclosed may vary from time to time. We provide You with notification of these changes by means of our online privacy policy which You can access at <https://fusefleet.com.au/privacy/>. You can also access MSI's privacy policy on the website at <https://www.msi-oceania.com/privacy>.

### MARKETING

We also collect Your information so that We and our related companies can offer You services and products that We believe may be of interest to You. You agree that We may so use Your personal information. However, You can opt out of receiving such communications by contacting Us.

### ACCESS AND CORRECTION

You can seek access to Your personal information by contacting Us. You can require Us to correct the personal information if it is inaccurate, incomplete or out of date. We will respond to any such request within a reasonable time. We will provide You with access within a reasonable time in the manner requested unless We are entitled to refuse to provide access. If We decline to provide You with access, We will provide You with the reasons for our refusal and how You may access our internal dispute resolution (IDR) process.

If We correct information, We will inform You. If We refuse to amend information, We will provide You with our reasons for the refusal and details of how to access our IDR process.

### DATA QUALITY AND SECURITY

We will take such steps as are reasonable in the circumstances to ensure the personal information We collect is accurate, up to date, complete and protected from unauthorised access, misuse, modification, interference or loss.



## Fuse Fleet Insurance | Important Notices

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### PRIVACY POLICY

If You would like more details about our privacy policy, would like to seek access to or correct Your personal information, or opt out of receiving materials We send, please contact Us. You can also view a copy of our privacy policy on our website at <https://fusefleet.com.au/privacy/>. You can also access MSI's privacy policy on the website at <https://www.msi-oceania.com/privacy/>.

### COMPLAINTS/CONTACT DETAILS

If You have concerns about our handling of Your personal information or an alleged breach of the Act and the Privacy Principles, please contact Us and provide Us with the details of Your complaint or the alleged breach.

Please contact our Privacy Officer:

Attn: Privacy Officer, Fuse Fleet

PO Box 1670

North Sydney NSW 2059

Email: [complaints@fusefleet.com.au](mailto:complaints@fusefleet.com.au)

Phone: 1300 387 338

Your complaint will be considered by Us through our internal complaints resolution process and We will try to respond with a decision within seven business days of You making the complaint. We will contact You if We require any additional information and will provide You with our determination once it is made. When We make our decision, We will also inform You of Your right to take this matter to the Office of the Australian Information Commissioner (OAIC) together with contact details and the time limit for applying to the OAIC.

In addition, if You have not received a response of any kind to Your complaint within 30 days, then You have the right to take the matter to the OAIC.

The OAIC is the statutory body given the responsibility of complaint handling under the Act. The OAIC is independent and will be impartial when dealing with Your complaint. The OAIC will investigate Your complaint, and where necessary, make a determination about Your complaint, provided Your complaint is covered by the Act. You have 12 months from the date You became aware of Your privacy issue to lodge Your complaint with the OAIC.

The contact details of the OAIC are:

Office of the Australian Information Commissioner

GPO Box 5218

Sydney NSW 2001

Phone: 1300 363 992

Website: [www.oaic.gov.au](http://www.oaic.gov.au)

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

You also have a right in limited circumstances to have Your privacy complaint determined by AFCA. AFCA can determine a complaint about privacy where the complaint forms part of a wider dispute between You and Us or when the privacy complaint relates to or arises from the collection of a debt.

AFCA is an independent dispute resolution body approved by the Australian Securities and Investments Commission. We are bound by AFCA's determinations, provided the dispute falls within AFCA's Terms of Reference, but You are not so bound. You have two years from the date of our letter of decision to make an application to AFCA for a determination.



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You can access AFCA's dispute resolution service by contacting them at:

Australian Financial Complaints Authority

GPO Box 3, Melbourne Vic 3001

Phone: 1800 931 678

Website: <https://www.afca.org.au/>

Email: [info@afca.org.au](mailto:info@afca.org.au)

### UPDATING OUR PRODUCT DISCLOSURE STATEMENT

Only the parts of this document relevant to insurance cover provided to You as a "retail client" as defined under the *Corporations Act 2001* (Cth) and any other documents We tell You are included, make up our Product Disclosure Statement (PDS). Other documents may form part of Our PDS. If they do, We will tell You in the relevant document. We may update the information contained in our PDS when necessary. A paper copy of any updated information is available to You at no cost by contacting Your adviser, by calling Fuse Fleet or by accessing the website at <https://link.fusefleet.com.au/pds-msi-may-2026>.

We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

### INTERMEDIARY REMUNERATION

MSI pays remuneration to insurance intermediaries when it issues, renews or varies a Policy the intermediary has arranged or referred to it. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration MSI may pay Your intermediary, You should ask Your intermediary.

### FINANCIAL CLAIMS SCHEME

Some sections of this Policy may be a "protected Policy" under the Federal Government's Financial Claims Scheme (FCS) which only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met. Information about the FCS can be obtained from <https://www.apra.gov.au/financial-claims-scheme-0>.

### CLAIM PAYMENT EXAMPLES

The following examples are designed to illustrate how a claim payment might typically be calculated. The examples do not cover all scenarios or all benefits and do not form a part of the Policy terms and conditions. They are a guide only.

#### **Claim Example – Damage to Your Vehicle**

You have cover for Your Vehicle under Section 1 with a basic Excess of \$1,000. Your Vehicle is involved in a collision. The driver of Your Vehicle is at fault in the collision. The cost of repairs to Your Vehicle is \$3,000. We accept Your claim under the Policy and authorise and arrange the repairs to Your Vehicle. The amount We will pay the repairer is: \$2,000 (\$3,000 less basic Excess of \$1,000). You will be required to pay the \$1,000 Excess to the repairer.



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### **Claim Example – Theft of Your Vehicle**

You have cover for Your Vehicle under Section 1 with a basic Excess of \$1,000. Your Vehicle is stolen and recovered damaged ten days later.

The cost of repairs to Your Vehicle is \$4,500.

We accept Your claim under the Policy and You choose Your own repairer to conduct the repair works and We authorise these works. The amount We will pay the repairer is: \$3,500 (\$4,500 less basic Excess of \$1,000). You will be required to pay the \$1,000 Excess to the repairer.

### **Claim Example – Third Party Property Damage**

You have cover under Section 2 for Liability to Third Parties with a basic Excess of \$1,000.

Your Vehicle is involved in a collision which damages another vehicle. The driver of Your Vehicle is at fault in the collision.

The cost of repairs to the other vehicle involved in the collision is \$12,000.

We are satisfied that the driver of Your Vehicle is at fault and liable to the other party for the damage to their vehicle. We incur \$1,000 in legal fees for our lawyers to defend the claim against the driver of Your Vehicle. You will be required to pay the \$1,000 Excess to Us and We will pay the other party \$12,000. We also pay \$1,000 to our lawyers for their fees.



## Fuse Fleet Insurance | Definitions

### DEFINITIONS

Certain words in this Policy have a special meaning. These words are shown with a capital letter (for example, "You", "We", or "Policy") and are defined in the Definitions section of this Policy.

These defined terms have the same meaning wherever they appear in this Policy unless the context requires otherwise. Their meaning is listed below.

**Accident** or **Accidental** means unintended, unforeseen, fortuitous or unanticipated happening or mishap, which is not expected or designed.

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

**Additional Insured** means:

- a) any person in charge of Your Vehicle with Your permission;
- b) any passenger in, or on, Your Vehicle;
- c) Your employer, partner or principal when Your Vehicle is used on behalf of any of them;
- d) Australian governments, local governments or statutory bodies when Your Vehicle is used on behalf of any of them;
- e) the legal representative of a deceased person covered under this Policy.

**Aggregate Loss Limit** means the maximum amount payable by You exclusive of GST and exclusive of any Excess applicable shown in the Policy Schedule, arising out of all incurred claims during the Period of Insurance.

**Comprehensive** means cover under Section 1 and 2 for Your Vehicle.

**Dangerous Goods** means freight that consists of goods defined as dangerous in the Dangerous Goods Code.

**Dangerous Goods Code** means the current Australian Code of the Transport of Dangerous Goods by Road and Rail and explosives in the Australian Code for the transport of Explosives by Road or Rail or the New Zealand Land Transport Rule: Dangerous Good.

**Dry Hire** means the hiring out of Your Vehicle without a driver.

**Event** means a single Accident or series of Accidents with the same original cause.

**Event Loss Limit** means the amount shown in the Schedule taken into account under the Aggregate Loss Limit in respect of any one loss or series of losses resulting from any one Event.

**Excess** means the amount specified in the Schedule and elsewhere in the Policy which You will be required to contribute to each and every claim. The Excess applies to each of Your Vehicles and each claim on Your Vehicle. Excesses shall be cumulative unless stated otherwise.

**Family** means Your relative, de facto spouse or any person ordinarily residing with You or any other person with whom You ordinarily reside.

**Fuse Fleet** means Fuse Fleet Underwriting Pty Ltd ABN 46 662 436 624.

**Gross Vehicle Mass** means the maximum weight a Vehicle can carry including its own weight according to manufacturer's specification.

**GST** means the Goods and Services Tax.

**Hire Vehicle Costs** means the amount paid by You to hire a replacement vehicle, but does not include running costs, loss or damage to the hire vehicle and insurance excess or other costs which You may be liable for under the hire vehicle agreement.



## Fuse Fleet Insurance | Definitions

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**Immediate Family Member** means:

- a) a spouse, de-facto partner, parent, sibling or child; and
- b) in-law, sister-in-law, brother-in-law and grandparents.

**Liability** means a person's legal responsibility to pay compensation to another person.

**Loss or Losses** means sudden physical loss, damage or destruction to Your Vehicle(s) caused by an unexpected event not otherwise excluded under this Policy.

**Market Value** means Our assessment of the value of the vehicle, immediately prior to the date of Loss, having regard to the Vehicle's make, model, year of manufacture, age, condition, kilometres travelled, but excluding any amount attributable to sentimental value, the cost of registration, Compulsory Third Party insurance, dealer margin, or Goods and Services Tax where applicable. Market Value does not include the value of any Non-Standard Accessories or Modifications unless We have agreed in writing to include within the Sum Insured.

**Modifications** means any modification(s) which are not Non-Standard Accessories to Your Vehicle, that affects the performance, handling or diminishes safety, or changes the characteristics of the Vehicle beyond the manufacturer's specification, for which We have agreed to cover You in writing

**Monthly Invoice** means a detailed invoice, issued by Us to You on a monthly basis, detailing all Uninsured Losses paid less all Uninsured Losses recovered. The invoice will provide details of each transaction applied to each loss during the previous month.

**Non-Standard Accessories** means non-standard items, tools or equipment fitted to Your Vehicle as optional extras, for which We have agreed to cover You in writing.

**Period of Insurance** means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.

**Permanently Attached Plant** means a piece of equipment which cannot be easily removed and is necessary for Your Vehicle to operate in the ordinary course of Your Business. This may include a crane arm, hydraulic lifting equipment, tilt trays or similar equipment.

**Personal Effects and Tools** means items of clothing, personal belongings, or tools used in connection with Your Business, but not including:

- a) Mobile electronic devices; or
- b) Cheques, money, credit cards, debit cards, or negotiable instruments.

**Policy** means this document, the Schedule and any endorsement or alteration or other notice We issue in writing. Together they form the insurance contract.

**Pollutant** means any irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, chemicals or waste. Waste includes but is not limited to all materials to be recycled, reconditioned or reclaimed.

**Reasonable Costs** means appropriate and fair expenses which are not excessive or extreme in matters of pricing.

**Schedule** means the attachment which forms part of the Policy and shows the Policy number, together with the details of Your cover.

**Standard Accessories** means accessories that come standard with the Vehicle at the time of manufacture.

**Sum Insured** means the greater of the Market Value of Your Vehicle or the lease payout figure of Your Vehicle. Where more than one Vehicle is lost or damaged as the result of an Event, Sum Insured will mean the greater of the total of the Market Values or the lease payout figure of all Vehicles insured by this Policy.

**Terra Firma** means solid earth and refers to the dry land mass.

**Third Party or Third Parties** means a person who is not You or is not a person to whom cover is provided directly by this Policy.



## Fuse Fleet Insurance | Definitions

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**Tool of Trade** means Use of Your Vehicle:

- a) for excavating, digging, grading, scraping, drilling, lifting by a mobile crane, pumping, spraying, vacuuming and similar activities;
- b) in the process of setting up for such operations and reverting from such operative format to a travel or transit configuration;
- c) whilst being moved simultaneously with or preliminary to or subsequent to being used for excavating, digging, grading, scraping, drilling, lifting by a mobile crane, pumping, spraying, vacuuming and similar activities; and
- d) whilst temporarily at rest prior to, or subsequent to, being used for excavating, digging, grading, scraping, drilling, lifting as a mobile crane, pumping, spraying, vacuuming and similar activities.

**Total Loss** means where We decide to pay You or the lessor or financier of Your Vehicle the full Sum Insured for the lost or damaged Vehicle. This is usually when the cost of repairs to Your Vehicle is more than the Sum Insured less any amount We can obtain for the Vehicle's salvage. Where a Total Loss settlement has been made the cover on Your Vehicle is fully used and therefore cancelled from the date of Loss, with no refund of premium.

**Uninsured Losses** means a Loss We handle on Your behalf which is not insured under this Policy.

**Uninsured Vehicle** means that neither the owner nor the driver of the other vehicle is insured against Liability for property damage.

**Use of Your Vehicle** means use of Your Vehicle:

- a) in connection with Your Business or occupation; or
- b) for private use.

For Section 2 Legal Liability only, **Use of Your Vehicle** also includes:

- a) goods falling from it;
- b) loading and unloading it, but not carrying a load (or part of a load) to or from Your Vehicle; or
- c) towing a single trailer, caravan, or disabled vehicle.

**Valid Licence** means the appropriate licence required by law to drive or operate the Vehicle. Valid Licence includes a learner's permit when the learner driver is being supervised by someone who holds a full licence to drive Your Vehicle (if it is a condition of the permit).

**Vehicle(s)** means any mechanically propelled machine, operating solely on Terra Firma that is designed to travel on wheels or self-laid tracks including Standard-Accessories and Non-Standard Accessories and Permanently Attached Plant and is described in the Schedule.

**We, Us, Our** means Mitsui Sumitomo Insurance Company Limited ABN 49 000 525 637, AFSL No 240816.

**You, Your** means the insured named in the Schedule.

**Your Business** means the business as described in the Policy Schedule.



## Fuse Fleet Insurance | The Agreement

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After You pay the premium within the time frame We require, We will indemnify You against Loss, or Liability as described in the Policy occurring within Australia, during the Period of Insurance.

### SECTION 1 – COVER FOR YOUR VEHICLE

Under this section We will indemnify You for Loss to Your Vehicle occurring within Australia during the Period of Insurance by paying, at Our option:

- a) to repair, reinstate or replace Your Vehicle; or
- b) to pay an amount equal to the Sum Insured.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have. The maximum that We will pay in respect of Section 1 for any one Loss or all Losses arising from an Event is the Sum Insured, up to a maximum of \$15,000,000 less any applicable Excess. However, if Your Vehicle has a Gross Vehicle Mass exceeding 4.5 tonnes and at the time of Loss the Sum Insured on Your Vehicle is less than 80% of the Market Value of Your Vehicle, then We will pay only such proportion of the repair costs as the Sum Insured bears to the Market Value of Your Vehicle.

### ADDITIONAL BENEFITS – APPLICABLE TO SECTION 1

An additional benefit is only payable if it arises as a result of and directly in connection with a Loss where We have paid or agreed to pay a claim under Section 1 – Cover for Your Vehicle. The additional benefits will serve to increase the maximum sum payable under Section 1. The additional benefits are subject to all the exclusions, terms and conditions of the Policy.

#### Acquired Companies

We will provide Comprehensive cover to vehicles of any company, firm or business purchased, formed or acquired by You during the Period of Insurance if:

- a) You advise Us of Your interest in such business, company, firm or business; and
- b) You hold a controlling interest in the business, company or firm; and
- c) Where the number of additional vehicles exceeds 20% of the Vehicles declared at the inception of the Period of Insurance You provide Us with the number and types of additional vehicles insured within 30 days of its acquisition, formation, or purchase and pay the additional premium as We may require.

The maximum We will pay in respect of a Loss to vehicles of any company, firm or business purchased, formed or acquired by You during the Period of Insurance is the Market Value of the damaged vehicle.

#### Automatic Addition

We will provide Comprehensive cover on vehicles purchased, hired, leased or otherwise acquired by You during the Period of Insurance, provided that:

- a) such vehicles are of similar type of Vehicle insured by You at the commencement of the Period of Insurance; and
- b) the maximum We will pay, in respect of a Loss to any such vehicle, is its Market Value, the amount paid for it, or \$250,000 whichever is less; and
- c) You notify Us within 60 days of acquisition; and
- d) You pay Us any additional premium (You can cancel Your Policy if You do not accept the additional premium); and
- e) You contribute the applicable Excess in the event of a claim.



## Fuse Fleet Insurance | The Agreement

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### **Disabled Driver Modifications**

We will pay up to \$10,000 for the Reasonable Costs incurred to modify Your Vehicle, or Your driver's own private vehicle, if Your driver is permanently injured in an Accident involving Your Vehicle.

### **Employees or Volunteers Vehicles**

We will provide Comprehensive cover to Your employees or volunteers using their own vehicles, but only if:

- a) Your employee or volunteer is using his or her vehicle in the course of his or her employment or volunteering with You; and
- b) Your employee or volunteer has observed and fulfilled the terms and conditions of this Policy as though Your employee or volunteer were the insured; and
- c) The vehicle is not covered under any other Policy of insurance held by You providing similar insurance as that provided.

The maximum We will pay in respect of damage to any such vehicle is its Market Value, up to a maximum of \$50,000.

### **Expediting Expenses**

We will pay up to \$5,000 or 50% of the normal repair costs, whichever is less, for the Reasonable Costs necessary to effect immediate temporary repairs or to expedite permanent repairs to Your Vehicle.

### **Funeral Expenses**

We will pay up to \$25,000 for funeral, burial or cremation expenses in the event of the death of Your driver:

- a) arising out of an Accident involving Your Vehicle; and
- b) occurring within 12 calendar months from the date of the Accident.

This additional benefit includes expenses associated with the funeral, burial or cremation. It extends to include transportation of the body of the deceased person and necessary travel by any member of the deceased person's Immediate Family Member.

### **Lease Payout**

If Your Vehicle is damaged beyond an amount We consider economical to repair and the Market Value is less than the amount owing by You under a valid hire purchase, leasing or other finance agreement which applies to Your Vehicle, We will pay the lessor or financier an additional amount not exceeding 25% of the Market Value but less any:

- a) payments and interest in arrears under the applicable hire purchase, leasing or other financial agreement at the time of the Loss; and
- b) applicable discount in respect of finance charges and/or interest for the unexpired term of such an agreement; and
- c) applicable Excess.

### **New Replacement Vehicle**

If as a result of a Loss Your Vehicle is treated by Us as a Total Loss, We will replace Your Vehicle with a new vehicle of the same make and model and with the same accessories (subject to local availability) including delivery charges and stamp duty provided that this additional benefit only applies if Your Vehicle is:



## Fuse Fleet Insurance | The Agreement

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- a) a sedan, station wagon, utility or goods carrying Vehicle with Gross Vehicle Mass less than 4.5 tonnes; and
- b) at the time Your Vehicle is deemed to be a Total Loss, Your Vehicle's original registration was less than 24 months old.

If a new replacement vehicle is not available, We will replace Your Vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. We will decide what is nearest equivalent in Our reasonable discretion.

Upon delivery of the replacement vehicle, You will need to pay:

- a) any Excess that applies to Your claim; and
- b) any outstanding premiums; and
- c) the vehicle registration fee; and
- d) compulsory insurance.

Where a financier or credit provider holds an interest in Your Vehicle, You must provide written consent from Your Financier or credit provider for Us to replace Your Vehicle.

### **Other Interested Party**

In the event of any Loss to a Vehicle insured under this Policy which is subject to a lease or other financing arrangement whereby the financier retains security over the property, the financier will be an insured under this Policy but only to the extent that the financier's remaining interest in the property insured under this Policy was affected at the time of the Loss to the insured Vehicle.

### **Removal and Retrieval Costs**

We will pay the necessary and Reasonable Costs of removal or retrieval of Your Vehicle (excluding debris or load of Your Vehicle) to the nearest repairer or place of safety or to any other location approved by Us, up to a maximum of \$50,000 per Event.

### **Removal of Debris**

We will pay the Reasonable Costs and charges that are necessarily incurred to clean up or remove debris resulting from goods falling or leaking from Your Vehicle.

We will not pay more than \$50,000 under this additional benefit in respect of all claims arising from one Loss or series of Losses arising from the one Event.

### **Emergency Repairs**

We will pay the Reasonable Costs of emergency repairs required to enable Your Vehicle to be moved to a place of safety, up to a maximum of \$3,000.

### **Automatic Trailer Cover**

We will pay for a Loss to any two wheeled or box trailer owned by You whilst attached to Your Vehicle. The maximum We will pay for any one accident is the market value of the trailer up to \$3,000.

### **Keys and Locks**

If the keys or locks to Your Vehicle are lost or damaged or if there are reasonable grounds to believe Your keys or locks may have been illegally duplicated as a direct result of a Loss, We will pay the Reasonable Costs of replacing Your Vehicle keys or locks up to a maximum of \$5,000 per Event.



## Fuse Fleet Insurance | The Agreement

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### **Repatriation of Your Driver**

We will pay the Reasonable Cost of travel and accommodation expenses necessary for the repatriation of the driver of Your Vehicle to his or her home following the Loss to a Vehicle, up to a maximum of \$5,000 per Event.

### **Signwriting**

We will pay the Reasonable Cost of reinstating signwriting or fixed advertising signs, murals, special artwork, or materials, which formed a permanent part of Your Vehicle following a Loss to Your Vehicle.

### **Tarpaulins, Gates, Chains, Dogs and Straps**

We will pay for the Reasonable Costs to repair or replace tarpaulins, gates, chains, dogs and straps lost or damaged as a result of a Loss, up to a maximum of \$5,000 per Event. However, this additional benefit will not apply to any theft claim, unless Your Vehicle has been stolen at the same time.

### **Personal Effects and Tools**

We will pay up to \$2,500 in total for a Loss to Personal Effects and Tools belonging to You or Your employees, if they are not otherwise insured under an insurance Policy held by You and You suffer a Loss in an Accident involving Your Vehicle.

### **Sea Transportation – General Average Charges**

We will pay general average and salvage charges which are incurred whilst Your Vehicle is being transported by sea between places in Australia, provided that You obtain Our consent (which will not be unreasonably delayed or withheld) before You sign any general average bond and before any such charges are incurred.

If You do not obtain Our prior consent, We will only pay the reasonable charges up to the amount We would have agreed to pay had You obtained Our prior agreement.

### **Stamp Duty Transfer of Ownership**

If We settle a claim on Your Vehicle as a Total Loss, We will pay You for stamp duty and transfer fees that are due on the transfer of ownership of a replacement vehicle into Your name. We will only pay an amount based on the value of the insured Vehicle immediately before the Loss.

### **Taxi Fare**

We will pay up to \$100 in addition to the Sum Insured for the cost of a taxi fare paid by You for transport from the scene of an incident where Your Vehicle incurs a Loss and requires towing, provided that You provide Us with a receipt.

### **Trauma Counselling**

We will pay the Reasonable Costs for counselling for You, Your drivers or the Immediate Family of You or Your driver following:

- a) Your death if it arose from the Accident which caused the Loss; or
- b) The death of Your driver if it arose from the Accident which caused the Loss; or
- c) the death of any other person if it arose from the Accident which caused the Loss and either You or Your driver was present at the Accident scene when it occurred.

We will pay for trauma counselling up to a maximum of \$5,000 per Event. The trauma counselling must be directly arranged by Us. The cover is only provided to the extent that any payment does not comprise medical expenses which We are prohibited from providing cover for under either or both of the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).



## Fuse Fleet Insurance | The Agreement

### **Unspecified Non-Standard Accessories or Permanently Attached Plant**

We will pay the Reasonable Costs to repair or replace Non-Standard Accessories or Permanently Attached Plant, limited to 25% of the Market Value of the Vehicle, up to a maximum of \$5,000, unless otherwise stated in the Policy Schedule.

### **SPECIFIC EXCLUSIONS – APPLICABLE TO SECTION 1**

Under Section 1 – Cover for Your Vehicle We will not pay for:

1. damage to the tyres of Your Vehicle caused by the application of brakes or by road punctures, cuts or bursts; or
2. theft of or further damage to Your Vehicle after a Loss unless reasonable steps to protect or safeguard Your Vehicle have been taken thereafter to protect or safeguard Your Vehicle; or
3. any loss insured under Section 1 – Cover for Your Vehicle where Your Vehicle is insured only for Third Party Property Damage as indicated in the Schedule; or
4. Pre-existing damage that You were aware of, or a reasonable person in Your circumstances could be expected to have been aware of at the time the Policy was issued; or
5. depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical, hydraulic or electronic breakdown or failure; or
6. loss arising from failure of, or defect or fault in, the design or specification of Your Vehicle; or
7. any damage to the property of a Third Party or the personal injury or death of any person caused by or arising out of the ownership, operation, possession or Use of Your Vehicle or any vehicle.

### **SECTION 2 – LIABILITY TO THIRD PARTIES**

Under this section, We will pay for the amount:

- a) You; or
- b) any other person driving, using or in charge of Your Vehicle with Your consent (whether express or implied); or
- c) any authorised passenger getting in, on or out of Your Vehicle; or
- d) Your employer, principal or partner if Your Vehicle is being driven on Your behalf with Your consent (whether express or implied),

are legally liable to pay as compensation for loss, damage and/or loss of use to Third Party property as a result of an Accident occurring during the Period of Insurance and arising out of the Use of Your Vehicle or caused during loading or unloading.

We will not pay more than:

- a) \$35,000,000 in respect of all claims (including the cover provided by additional benefits 1 to 8) arising from one Accident or series of Accidents resulting from a single original cause; or
- b) \$1,000,000 if Your Vehicle is being used for the transport of Dangerous Goods and complies with Dangerous Goods Code.

### **ADDITIONAL BENEFITS – APPLICABLE TO SECTION 2**

An additional benefit is only payable if it arises as a result of and directly in connection with a Loss where We have paid or agreed to pay a claim under Section 2 – Liability to Third Parties. The additional benefits will not serve to increase the maximum sum payable under Section 2. The additional benefits are subject to all the exclusions, terms and conditions of the Policy.



## Fuse Fleet Insurance | The Agreement

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### **1. Cover Where Liability Falls Outside Any Compulsory Third Party Insurance or Statutory Scheme**

We will not cover any Liability for death or bodily injury arising out of the use or in connection with Your Vehicle or any vehicle where that liability is required by law to be covered by compulsory third party insurance or any statutory compensation scheme or accident compensation scheme. Subject to the above exclusion, under this additional benefit We will provide You with cover where the death or bodily injury arising from the Use of Your Vehicle falls outside the above exclusion provided no law is infringed by providing such cover.

This additional benefit will apply only if all requirements of the cover under Section 2 are met, other than the requirement for there to be damage or loss of use to Third Party property.

### **2. Legal Costs**

We will pay for legal costs and expenses incurred with Our written consent (which will not be unreasonably delayed or withheld).

### **3. Non-Owned Vehicle**

We will pay for Your Liability for damage to property of a Third Party caused by or arising out of the use of any vehicle, not owned or supplied by You while such vehicle is being driven by any person who is authorised by both You and the owner of the vehicle to use the vehicle on Your behalf and in connection with Your Business and the vehicle is not covered under any other Policy of insurance similar to that provided under this additional benefit. We will not pay for Loss to that vehicle itself.

### **4. Non-Owned Vehicles in Your Car Park**

We will pay for Your Liability for damage to vehicles belonging to Your employees or visitors contained within a car park owned or operated by You. Exclusion 3 of the Specific Exclusions – Applicable to Section 2 does not apply to the extent that this additional benefit provides cover.

### **5. Non-Owned Trailer**

We will pay for Liability to a Third Party for damage to a Third Party's property arising out of use of a trailer connected to Your Vehicle, provided the trailer is in Your control or in the control of the driver of Your Vehicle and the trailer is not owned, mortgaged, leased or otherwise financed by You. Under this additional benefit there is no cover for Your liability to the owner of the trailer for Damage to the trailer itself save as may be provided under additional benefit 6, "Trailers".

### **6. Trailers**

We will pay for Your Liability for damage to Third Party property caused by or arising out of the use of any trailer attached to Your Vehicle provided that the number of trailers towed by Your Vehicle at the time of the loss does not exceed the number permitted by law. We will not cover any loss or damage, to the extent that Your noncompliance caused or contributed to the loss or damage.

### **7. Towing Disabled Vehicles**

We will pay for Your Liability for damage to Third Party property caused by or arising out of Your Vehicle towing any disabled vehicle provided the disabled vehicle is not being towed for reward or financial gain.

### **8. Inadvertent and Unintentional Failure to Effect Registration**

We will pay for Your Liability caused by or arising out of the movement of any vehicle which is required to be registered or conditionally registered in accordance with the law of any state or territory in Australia but is not so registered at the time of the damage as a result of Your inadvertent and unintentional failure to effect registration or conditional registration of that vehicle. However, the maximum amount We will pay under this additional benefit is \$100,000 for all claims in the Period of Insurance.

### SPECIFIC EXCLUSIONS – APPLICABLE TO SECTION 2

Under Section 2 – Liability to Third Parties We will not pay for:

1. any claim caused by or in connection with Your Vehicle, or any plant or equipment attached to Your Vehicle, while Your Vehicle is being operated as a Tool of Trade; or
2. claims caused by discharge, dispersal, release or escape of any trade waste material; or
3. damage to any property belonging to or held in or on trust or in the custody or control of You or any entity or person entitled to indemnity under Section 2 of this Policy. Provided however this exclusion 3 will not apply where the total value of the damaged property does not exceed \$100,000 and:
  - a) the damaged property does not belong to You; or
  - b) the damaged property is not held by You in or on trust or in Your custody or control; or
  - c) the damaged property is held in or on trust or in the custody or control of any entity or person entitled to indemnity under Section 2 of this Policy other than You; or
4. any fine, penalty, or aggravated, exemplary or punitive damages; or
5. claims or any Liability in respect of death or bodily injury arising out of the use or in connection with Your Vehicle or any vehicle where that liability is required by law to be covered by compulsory third party insurance or any statutory compensation scheme or accident compensation scheme, subject only to the additional benefit “Cover where liability falls outside any compulsory third party insurance or statutory scheme” above; or
6. any claim resulting from death of or bodily injury to any:
  - a) person driving and/or in charge of Your Vehicle; or
  - b) of Your employees; or
  - c) member of Your Family; or
7. death of or bodily injury to any person if Your Vehicle is registered in the Northern Territory of Australia; or
8. any claim if Your Vehicle is not registered for use on a public road.

### GENERAL EXTENSIONS – APPLICABLE TO ALL SECTIONS

#### 1. Contractual Liability

We will indemnify You for liability arising under any undertaking or indemnity given or contracted by You provided that such liability would have attached under the Policy in the absence of such undertaking or indemnity.

#### 2. Cross Liability

The words “You” and “Your” will be considered as applying to each party named in the Schedule in the same manner as if that party was the only party named therein and We waive Our rights of subrogation against each such named party provided however this extension will not increase any limits specified in the Policy.

### GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS

Your Policy does not cover:

1. any Loss or Liability caused by or arising directly or indirectly from:
  - a) any person who does not have Your permission to be driving Your Vehicle; or
  - b) any person who does not hold a Valid Licence required by law for driving Your Vehicle; or
  - c) any person whose driving licence is not valid in the place where Your Vehicle is being used; or
  - d) any person driving while under the influence of alcohol or any drug; or
  - e) any person driving with an illegal amount of alcohol or any drug in their blood; or
  - f) any person who refuses to be legally tested for alcohol or any drug; or
  - g) any person or group of people excluded in Your Policy Schedule; or
  - h) any unspecified person if Your Policy Schedule restricts use to specified drivers.

However, if the person driving Your Vehicle is excluded above and You can show that:

- a) Your Vehicle was stolen or illegally driven without Your permission; or
  - b) You could not reasonably have known that the driver was unlicensed or would be driving while affected by alcohol or drug and the driver is not named as one of the insured, We will still provide cover under this Policy to the insured, but not to the driver. In these circumstances, the person driving has no protection under Your Policy. Where possible and to the extent permitted by law, We will try to recover from the driver any amount paid to You or on Your behalf.
2. any Loss or Liability if the driver of Your Vehicle is under 21 years unless otherwise stated in the Schedule; or
3. any Loss or Liability if Your Vehicle is being used to carry a greater number of passengers or to convey or to tow a load in excess of that for which Your Vehicle was designed for or permitted by law. Provided however this exclusion will not apply if:
    - a) the Loss or Liability was not caused or contributed to by such greater number of passengers or load; or
    - b) if You were not aware, and could not reasonably have been aware, that the carriage was in excess of the number of passengers or load for which it was designed or permitted by law; or
4. any Loss or Liability if Your Vehicle is being used in an unsafe or un-roadworthy condition and such condition caused or contributed to the Loss or Liability. Provided however, We will not apply this exclusion where:
    - a) You had not detected and could not reasonably have detected the unsafe or un-roadworthy condition; and
    - b) Your Vehicle has been regularly serviced in accordance with the manufacturer's instructions; or
5. any Loss or Liability incurred whilst Your Vehicle is being used:
    - a) for any illegal purpose with Your knowledge or consent and that caused or contributed to the Loss or Liability; or
    - b) in connection with the motor trade use other than servicing, repairing, or testing of Your Vehicle; or
    - c) or involved in racing, pacemaking, reliability trials, speed or hill climbing tests, or whilst being tested in preparation thereof; or
    - d) for or being tested in preparation for, any race, rally, trial, speed trial, test, contest, motor sport or any driver training course conducted without Our written consent; or
6. for any Loss or Liability resulting from lawful seizure or by any other legal process or operation of law; or
  7. for any Loss occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely:
    - a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war; or
    - b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power; or
8. any death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by or resulting from:
    - a) any Act of Terrorism regardless of any other contributing cause or event; or
    - b) any action taken in controlling, preventing, suppressing or in any way responding to or relating to the matters set out in paragraph a) above; or
9. any Loss or Liability costs or expenses directly or indirectly occasioned by, happening through or in consequence of any radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material; or
  10. any Loss or Liability directly or indirectly caused by or contributed to by asbestos; or
  11. any Loss or Liability if Your Vehicle is being used or attached to or towing a vehicle being used for the commercial transportation of Dangerous Goods as defined in Dangerous Goods Code, provided however, if the transportation complies with such Dangerous Goods Code, We will provide cover under this Policy but the maximum We will pay in respect of all claims arising out of one Accident is \$1,000,000 unless otherwise noted in the Schedule or excluded in the Policy; or

12. any loss or Liability occurring whilst Your Vehicle is:
  - a) running on rails other than as cargo; or
  - b) in an underground mine, mining shaft, or tunnels which are not public roads; or
  - c) operating within the confines of any airport or airfield, including aprons, other than a designated public parking area; or
13. any Loss or Liability intentionally caused by You or any person acting with Your consent except when it is to avoid or reduce damage that would otherwise happen; or
14. any GST, or any fine, penalty or charge for which You are liable arising out of Your misrepresentation of, or failure to disclose, Your actual input tax credit entitlement in the settlement of any claim or premium relating to the Policy; or
15. any Loss or Liability directly or indirectly caused by or contributed to by:
  - a) errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system; or
  - b) any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,  
provided that this exclusion will not apply to physical Loss directly caused by an incident or Event, We cover You for under this Policy except if caused by vandalism or a malicious act. For example, We will not cover You if Your Vehicle's GPS or security system cannot be used because of a cyber-attack, but We will cover You for theft of Your Vehicle if it is stolen after Your Vehicle's security system is impacted by a cyber-attack; or
  - c) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data; or
16. any Loss or Liability arising directly or indirectly as a result of Your Vehicle being driven or used whilst either the dimensions of the load (including any load projection limit) or the mass limit of the Vehicle (or its axles) are exceeded. Provided however We will not apply this exclusion if:
  - a) an oversize or over mass Vehicle permit has been obtained and the load is being carried in accordance with such a permit; or
  - b) You are not aware and could not reasonably have been aware that Your Vehicle was being driven or used whilst either the dimensions of the load or the mass limit of the Vehicle was exceeded; or
17. any Loss or Liability caused by or arising directly or indirectly from:
  - a) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water); or
  - b) death or bodily injury or property damage directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of Pollutants or contaminated substances caused by any product that has been discarded, dumped, abandoned or thrown away by others; or
  - c) the cost of removing, nullifying or cleaning up Pollutants or contaminated substances; or
  - d) the cost of preventing the escape of Pollutants or contaminated substances.

This exclusion will not apply where the claim arises from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance; or
18. any Loss or Liability, directly caused by a Communicable Disease or the threat or perceived threat of any Communicable Disease. For the purpose of this exclusion the following definition applies:

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

  - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
  - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and

- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property; or
- 19. any consequential loss unless it is specifically covered under this Policy. This means We will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of rental income or profits or depreciation; or
- 20. We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

### GENERAL CONDITIONS – APPLICABLE TO ALL SECTIONS

#### 1. Claims Procedures (Including Choice of Repairer and Parts Policy)

- a) In the event of a Loss or Accident which may become the subject of a claim under the Policy You must, as soon as reasonably practicable, forward to Us:
  - (i) full details in writing of the Loss or Accident; and
  - (ii) any communication or court documents received.
- b) You may choose a repairer from Our partnered repairer network or Your own licensed repairer, but before any repairs are authorised You must:
  - (i) obtain Our written agreement for such repairs (such agreement will not be unreasonably delayed or withheld); and
  - (ii) make Your Vehicle available for Our inspection, at a mutually agreed time and place.
- c) You should seek Our agreement before repair costs are incurred to ensure You will be able to claim those costs under the Policy. If You do not obtain Our agreement first, We will only pay the Reasonable Costs.

A number of factors will be relevant in working out what is the Reasonable Cost of a repair, including the repair being consistent with the incident description, the pricing and nature of repair parts and services rendering being consistent with industry standards. The types of evidence that may support costs being reasonable include things like quotes from Our repairer, or Our nominated repair methods for the type of damage to Your Vehicle provided they are reasonable and in line with industry standard and reports from Our qualified assessors.
- d) We reserve the right to invite, accept, adjust or decline estimates or to arrange (at Our expense) for the removal of Your Vehicle to other repairers for quotation purposes.
- e) You will only be entitled to the repair guarantee described at clause g) if You choose to use a partnered repairer from Our partnered repairer network.
- f) We reserve the right to:
  - (i) determine the method of repairs; and
  - (ii) make enquiries to ensure that the repairs are carried out satisfactorily and that the parts used for repairs are new or are consistent with the age and condition of Your car; and
  - (iii) if required, seek an alternative competitive repair estimate.
- g) We will guarantee the workmanship and materials on all repairs authorised by Us and completed by a member of Our partnered repairer network.
- h) We will arrange for any unsatisfactory repairs to be inspected and if necessary, rectification to be carried out.
- i) We will not pay for the rectification of any repairs which are not authorised by Us.
- j) Where Your Vehicle has been repaired by a repairer of Your choice, Our guarantee of workmanship and materials on repairs authorised by Us will be as required by any law or statute.

- k) When Your Vehicle is repaired, the repairer may use reusable parts or parts that are not manufactured by a supplier to the Vehicle's original manufacturer, which:
  - (i) are consistent with the age and condition of the Vehicle; and
  - (ii) do not affect the safety or the structural integrity of the Vehicle; and
  - (iii) do not adversely affect the post repair appearance of the Vehicle; and
  - (iv) do not void or affect the warranty provided by the Vehicle's manufacturer.
- l) In respect of each claim or potential claim, You must:
  - (i) not make any admission of guilt or offer of payment without Our written consent; and
  - (ii) allow Us to have the sole conduct of all negotiations and proceedings; and
  - (iii) give Us reasonable assistance and co-operation in connection with the conduct of negotiations or proceedings, including in respect of recovery from the responsible person; and
  - (iv) notify Us of any other insurance that also provided cover, whether in whole or in part; and
  - (v) notify the Police as soon as reasonably practicable in respect of theft of or malicious damage to Your Vehicle; and
  - (vi) permit Us to initiate legal proceedings in Your name against any person and sign any documents reasonably necessary for that purpose, to the extent We are permitted to do so under the *Insurance Contracts Act 1984* (Cth).

We will act reasonably in exercising Our discretion in the conduct of any legal proceedings and in the settlement of any claim while we conduct any recovery action. We will keep You reasonably informed and updated with the progress of proceedings.
- m) In the event that We declare Your Vehicle to be a Total Loss, to assist Us in the settlement of Your claim, You will be required to provide the following documents:
  - (i) a completed claim form; and
  - (ii) Your Vehicle registration papers; and
  - (iii) any lease, hire-purchase agreement or any other finance agreement.

## 2. Excess

- a) You will be required to pay the Excess shown on the Schedule for any claim under the Policy. If the driver of Your Vehicle at the time of the Loss or Accident is less than 25 years of age at the time of the Loss or Accident, You will be required to pay the Excess shown in the Schedule for "drivers under 25"; and
- b) Additional Excesses may be payable in certain circumstances and these Excesses will be shown on Your Schedule. Please refer to Your Schedule for full details of additional applicable Excesses; and
- c) You will not have to pay an Excess if:
  - (i) We are satisfied that the Loss or Accident was not Your fault or the fault of the driver or passenger or contributed to by the driver or passenger of Your Vehicle; and
  - (ii) You have used reasonable endeavours to provide Us with the name and current address of the person responsible for the Loss or Accident, together with the vehicle registration number(s) of the other vehicle(s) involved in the Loss or Accident; and
  - (iii) Your value of Your claim exceeds the Excess(es) that would otherwise be applicable.
- d) In order for Us to resolve whether You or another person was at fault, We may, acting reasonably, request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the claim circumstances. If We are unable to determine who was at fault, or fault is disputed by a Third Party, the Excess is payable by You.



## Fuse Fleet Insurance | The Agreement

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### 3. Interpretation

- a) Any word or expression which is given a specific meaning in the Policy will have that meaning wherever it may appear in the Policy provided that it commences with a capital letter (other than in a heading or at the start of a sentence); and
- b) Words in the singular include reference to the plural and vice versa; and
- c) Headings have been included for ease of reference and the terms and conditions of the Policy are not to be construed or interpreted by reference to such headings.

### 4. Transfer of Interest

No interest in the Policy can be transferred without Our written consent (which will not be unreasonably delayed or withheld).

### 5. Duty of Care to Mitigate Loss

- a) You must exercise reasonable care and precautions to mitigate any Loss and ensure the safety of any Vehicle insured under this Policy; and
- b) You must also maintain Your Vehicles in a safe working and roadworthy condition, conduct safe work practices and employ competent and suitably qualified and trained staff with a Valid Licence to drive and operate any Vehicle; and
- c) You must also discharge Your legal obligations imposed by the relevant authorities and government bodies.

### 6. Other Insurance

You will be required to notify Us in writing if You have already arranged, or if You intend in the future to effect, any other insurance that covers Your Vehicle in whole or in part. You must provide Us with the full name and address of Your other insurer or intended insurer, together with the Policy number of the insurance contract if known.

### 7. Salvage

If Your Vehicle is declared by Us to be a Total Loss and We pay You under Section 1, Your Vehicle will become Our property as salvage. If We agree that You can retain Your Vehicle as salvage, We will deduct the value of the salvage of Your Vehicle from any amount paid in relation to Your claim.

### 8. Errors and Omissions

You will not be prejudiced by any unintentional inadvertent omission, error or incorrect description in respect to any Vehicle given by You, provided notice is given to Us as soon as practicable upon discovery of such error, omission or incorrect description and You shall pay any additional premium with notice.



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