

# Business Interruption (Downtime) Insurance

Product Disclosure Statement and Policy Document

Sydney Parramatta Brisbane Townsville Melbourne Adelaide Darwin Perth Newcastle Albury



**INSURANCE**

Global Transport & Automotive Insurance Solutions Pty Ltd  
ABN 93 069 048 255 AFS Licence No 240714



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# Introduction

Welcome and thank You for choosing the GT Insurance Business Interruption (Downtime) Insurance Policy.

## The Insurer

Allianz Australia Insurance Limited AFS Licence  
No. 234 708 ABN 15 000 122 850  
of 2 Market Street, Sydney, NSW, 2000.

## The Underwriting Agency

Global Transport & Automotive Insurance Solutions Pty Ltd (GT Insurance) AFS Licence No. 240714 ABN 93 069 048 255 of Level 3, Suite 3.01, 213 Miller Street, North Sydney, NSW 2060 is an underwriting agency which specialises in arranging insurance in respect of Motor Vehicles and Mobile Plant and related insurances. GT Insurance acts as the agent of Allianz to market, solicit, offer, arrange and administer the insurance.

GT Insurance has a binding authority to issue, vary and cancel contracts of insurance and to deal with or settle claims on behalf of Allianz. If You need information about this insurance in the first instance, contact GT Insurance.

# Other information

## If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under a binder arrangement with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been issued by a broker, other than a broker acting under a binder agreement with Us, then the broker is acting as Your agent.

Where the Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance. You can ask them or Us for more information.

Preparation Date: 15/06/2020.

## Phone for assistance

If You need to clarify any of the information contained in the Policy document or You have any other queries regarding Your insurance Policy, please use the contact details below.

For all enquiries, please contact:

GT Insurance  
Level 3, Suite 3.01, 213 Miller Street,  
North Sydney, NSW 2060  
PO Box 1937, North Sydney, NSW 2059  
Website: [www.gtins.com.au](http://www.gtins.com.au)  
Phone: (02) 9966 8820  
Fax: (02) 9966 8840

## Your obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel Your Policy.

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

## How to make a claim

Details about how to make a claim are provided in this document under the Claims procedures section.

## Premium

We calculate Your premium after taking a variety of factors into account:

- some factors are pre-set e.g. costs of distribution and profit component. Other factors can affect the amount of Your premium. The higher Your risk profile is, the higher Your premium. Using Our experience We decide what factors increase Your risk profile and their impact on Your premium e.g. if You select higher limits, or have a high claims experience, Your premium usually increases. If You select lower limits or Your claims experience is low, Your premium usually reduces;
- Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory Government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your Policy. In some cases We are required to pay an estimated amount based on criteria set by the Government. In such cases, We allocate to the Policy Our estimate of the amount We will be required to pay. We may either over-recover or under-recover in any particular year and no adjustment is made to Your premium by reference to this.

We may take into account the under or over-recovery for Our calculation of the allocation to policies in future years. You can ask Us for more details if You wish.

Minimum premiums may apply. In some cases, discounts may apply if You meet certain criteria We set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If You are eligible for more than one, We also apply each of them in a predetermined order to the premium (excluding taxes and Government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes or Government charges being added.

Discounts are available at the time of printing and are subject to change.

GT Insurance may also charge You a Policy fee which will be shown in Your Schedule. The Policy fee is charged whenever We arrange for the issue or renewal of, or for an endorsement to, Your Policy.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the Policy commencement date. If You fail to pay the premium We may cancel Your Policy or We may be entitled to reduce or refuse to pay a claim, to the extent permitted by law.

## Instalment Premiums

If You pay Your premium by instalments refer to the "General Conditions" section for important details on Your and Our rights and obligations.

In some cases a service fee will apply where You select to pay Your premium by instalments. We tell You the total amount when You apply and when and how it can be paid.

This is confirmed in the Schedule We issue to You.

If You pay Your premium by way of instalments and:

- the premium instalment remains unpaid for at least 14 days after the due date of the instalment, We may refuse to pay any claim under the Policy arising from an event occurring after the due date of the instalment.
- the premium instalment remains unpaid for at least one month after the due date of the instalment, We may cancel Your Policy by providing You with written notice of cancellation.

## Cancellation rights under the Policy

### How You may cancel the Policy

The Insured may cancel the Policy at any time by telling Us in writing that they want to cancel it. The Insured can do this by giving the notice to Your broker or Us.

Where there is more than one contracting Insured We will only cancel the Policy when a written agreement to cancel the Policy is received from all contracting Insureds named as the Insured or from a person authorised to act as agent of all such persons.

### How We may cancel the Policy

We have the right to cancel the Policy where permitted by and in accordance with law.

For example, We may cancel:

- if You failed to comply with Your Duty of Disclosure; or
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or
- where You have failed to comply with a provision of the Policy, including the term relating to payment of premium; or
- where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You,

and We may do so by giving You at least three business days notice in writing of the date from which the Policy will be cancelled.

The notification may be delivered personally, emailed or posted to You at the address (including an email address) last notified to Us or delivered to Your intermediary.

If You or We cancel the Policy We will determine the amount of any premium that is refundable to You.

In determining the premium refund amount, We may deduct:

- a pro rata proportion of the premium for time on risk;
- a cancellation fee of 10% of the premium refund amount for the reasonable administrative and transaction costs We incur in cancelling the Policy; and
- any government taxes or duties We cannot recover.

If the Policy is cancelled from an effective date which is after the commencement date then no part of the Policy fee charged by GT Insurance will be refunded.

In the event that You have made a claim under the Policy and We have agreed to pay You the full Sum Insured, Market Value or Agreed Value, whichever is applicable, for property insured, no return of premium will be made for any unused portion of the premium on the property insured.

### **Premium funders**

If the premium has been funded by a premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and/or irrevocable power of attorney, and the premium funding company requests cancellation of the Policy, a refund will be made to the premium funding company of the proportionate part of the premium applicable to the unexpired Period of Insurance.

## **Your Duty of Disclosure**

Before You enter into this insurance with Us, You have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time You enter into a contract of insurance with Us to that which applies when You vary, extend, reinstate or replace the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

### **Your Duty of Disclosure when You enter into the contract with Us for the first time**

When answering Our specific questions that are relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms, You must be honest and disclose to Us anything that You know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

### **Your Duty of Disclosure when You vary, extend, reinstate or replace the contract**

When You vary, extend, reinstate or replace the contract with Us, Your duty is to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

### **What You do not need to tell Us**

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

### **Non-disclosure**

If You fail to comply with Your Duty of Disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

## **Privacy notice**

We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth). In this Privacy Notice, 'We', 'Our', 'Us' means Global Transport & Automotive Insurance Solutions Pty Ltd and Allianz Australia Insurance Limited.

## How We collect Your personal information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

## Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; make offers of Our products and services provided by Us, Our related companies, brokers, intermediaries and business partners and others that We have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You.

You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies by calling:

- GT Insurance on (02) 9966 8820, EST 8.45am-5pm, Monday to Friday or by writing to GT Insurance, PO Box 1937, North Sydney, NSW 2059.

If You do not provide Your personal information We require, We may not be able to provide You with Our services, including settlement of claims.

## Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your Policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to Government, law enforcement, dispute resolution, statutory or regulatory bodies, and industry databases or as required by law.

## Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries to which this information may be disclosed will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries in which the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## Access to Your personal information and complaints

You may ask for access to the personal information We hold about You and seek correction by calling:

- GT Insurance on (02) 9966 8820 EST 8.45am-5pm, Monday to Friday, or by writing to Us at GT Insurance, PO Box 1937, North Sydney, NSW 2059.

Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how We deal with complaints. Our Privacy Policy is available at [www.gtins.com.au](http://www.gtins.com.au) and [www.allianz.com.au](http://www.allianz.com.au).

## Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

## Your Consent

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise.

If You wish to withdraw Your consent, including for such things as receiving information on products and offers by Us or persons We have an association with, please contact Us.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

## Complaints – Internal

If You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact Us on 02 9966 8820 EST 8am-6pm.

## Renewal procedure

Before Your Policy expires, We will advise You whether We intend to offer renewal of Your Policy and if so on what terms.

This document also applies for any offer of renewal We may make, unless We tell You otherwise.

If We offer renewal, We will send You a notice advising the renewal terms and the amount payable to renew the Policy.

It is important that You check the terms of any renewal offer before renewing to satisfy Yourself that the details are correct. In particular, check the Sum Insured amounts applicable and to ensure the levels of cover are appropriate for You. You also need to take into account any underinsurance provisions of the Policy.

## Financial Claims Scheme

In the unlikely event that Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the Policy, a person entitled to claim under the Policy may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## Definitions

**Business** means the business described in the Schedule, carried on by You or on Your behalf at or from the premises and any trade or occupation incidental to that business.

**Daily Indemnity Rate** means the monthly Indemnity amount shown in Your Policy Schedule divided by the number of days in each respective month.

**Damage(d)** means physical loss or destruction.

**Deferment Period** means the period of time shown in Your Policy Schedule during which no payment will be made by Us.

**Event(s)** means one incident or all incidents of a series consequent upon or attributable to one originating cause.

**Indemnity Period** means the period of time commencing immediately after expiration of the Deferment Period and during which period We will pay You the Daily Indemnity Rate.

**Insured** means the person(s) shown as the Insured on the Schedule.

**Limit of Indemnity** means the amount stated in the Policy or in the Schedule. This is the maximum amount We will pay for any claim or claims arising from one Event unless otherwise stated in the Policy or Schedule.

**Malicious Damage** means intentional Damage done to Your insured property by someone else without Your consent.

**Motor Vehicle(s)** means the Motor Vehicle(s) and/or trailer(s), specified in Your Schedule or other documents forming Your Policy.

**Policy** means this document, the Schedule, and any endorsement, restriction, specification, attachment or memoranda affixed to it and any other document that We agree in writing will form part of the Policy.

**Schedule** means the most current Schedule to Your Policy that We give You which specifies details such as the Policy number, relevant property insured, Monthly Indemnity Amount, Indemnity Period, Deferment Period, Limits of Indemnity, exclusions, additional endorsements and/or conditions and premium. It also includes any documents that We and You agree in writing will form part of the Schedule.

**Total Loss** means where Your Motor Vehicle is stolen and not recovered within a reasonable period of time, or suffers loss or Damage and We consider the cost of repairing it is either unsafe or uneconomical.

**We, Us, Our** means Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 exclusively through its subsidiary and underwriting agent Global Transport & Automotive Insurance Solutions Pty Ltd AFS Licence No 240714 ABN 93 069 048 255.

**You or Your** means

- a) those persons names as “the Insured” in the Policy Schedule. They are the contracting insured(s);
- b) the subsidiary companies and other entities a person referred to in clause a) above has a controlling interest in at the commencement of the Period of Insurance and other third parties who are specifically provided with cover under the Policy provided that:
  - (i) such persons can make a claim for benefits under the Policy entered into by You in accordance with the Policy terms and conditions. This right rises solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth). They do not enter into any agreement with Us and are not charged by Us for the right to make a claim for those benefits. Neither We nor You hold anything on trust for, or for the benefit or on behalf of such persons;
  - (ii) such persons have no right to cancel or vary the Policy or its cover – only You (as the contracting insured) and We can do this. If We cancel or vary the Policy or its cover, We do not need to obtain such person’s consent to do so; and
  - (iii) We do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the Policy. We only send notices to You as the only person We have contractual obligations to under the Policy.

## The Cover

If Your Motor Vehicle is the subject of a claim We have agreed to pay under Part A of Your GT Motor Policy, We will pay You in accordance with the Basis of Settlement for Your loss of income whilst Your Motor Vehicle is inoperative, during the Period of Insurance.

### Limit of Indemnity

We will pay You in accordance with the applicable Basis of Settlement the Daily Indemnity Rate up to the Sum Insured shown in Your Policy Schedule.

### Basis of Settlement

Subject to the Policy conditions, exclusions and Limit of Indemnity and after expiration of the Deferment Period We will pay You the Daily Indemnity Rate for the number of days Your Motor Vehicle is inoperative, if:

- a) Your Motor Vehicle suffers Damage and is considered by Us to be repairable, the Indemnity Period commences from the date Your Motor Vehicle arrives at the repairer where We authorise repairs and ceases on the date the repairer states Your Motor Vehicle has been repaired; or
- b) Your Motor Vehicle is considered by Us to be a Total Loss cover ceases on the date We notify You of Our intention to settle Your claim as a Total Loss; or
- c) Your Motor Vehicle is stolen and not recovered We will pay You the Daily Indemnity Rate for a period of up to 15 days after expiration of the Deferment Period.

We will not pay more than the Limit of Indemnity, or exceed the Indemnity Period, for the nominated Motor Vehicle shown in Your Policy Schedule.

# General conditions

If You do not meet these General Conditions, We may cancel Your Policy and/or reduce or refuse to pay a claim, to the extent permitted by law.

## 1. Breach of conditions

Breach of or non-compliance with any Policy condition(s) by one Insured named in Your Schedule will not prejudice any other named Insured.

## 2. Governing law and jurisdiction

Your Policy is governed by the laws of Australia. Any dispute relating to Your Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which Your Policy was issued.

## 3. GST Notice

Your Policy has a GST provision in relation to Your premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need.

Please read the Policy carefully. Seek professional advice if You have any queries about GST and Your insurance.

### Sum Insured/Limit of Indemnity

All monetary limits in Your Policy may be increased for GST in some circumstances (see below).

### Claim settlements – Where We agree to pay

When We calculate the amount We will pay, We will have regard to the items below:

#### a) Acquisition of goods, services or repairs

Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under Your Policy), We will pay the GST amount.

We will pay the GST amount in addition to the Sum Insured or Limit of Indemnity or other limits shown in Your Policy or in Your Schedule.

If Your Sum Insured or Limit of Indemnity is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay for by the amount of any input tax credit to which You are or would be entitled.

#### b) Payment as compensation

We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled.

Where We make a payment under Your Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

- c) Where Your Policy insures Business Interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Business that is relevant to Your claim.

### Disclosure – Input tax credit entitlement

If You register, or are registered, for GST, You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. Your Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## 4. Headings

Headings have been included for ease of reference only. The provisions of the Policy are not to be construed or interpreted by reference to such headings.

## 5. Non-payment of premium by instalments

Where You pay Your premium by instalments, You must ensure that they are paid on time. If an instalment has remained unpaid for a period of at least 14 days, We may refuse to pay a claim. We will notify You if an instalment has not been paid.

## 6. Other insurance

You must give Us written notice of any insurance or insurances already affected, or which may be subsequently affected, covering, whether in whole or in part, the subject matter of the various covers of Your Policy.

## 7. Reasonable care and maintenance

You must take all reasonable care:

- a) to prevent loss, Damage or liability; and
- b) to maintain Your property insured in sound condition; and
- c) to minimise the risk of theft by ensuring that security devices are maintained in good working order; and
- d) to comply with all statutory obligations, by-laws, regulations, Public Authority requirements and safety requirements, including those relating to fire appliances; and
- e) to minimise any loss, Damage or liability; and
- f) to only employ competent Employees, agents and contractors and ensure they meet the requirements specified in clauses a) to d) above.

## 8. Removal of Motor Vehicle

if Your Motor Vehicle is removed from cover under Part A of Your GT Motor Policy, then cover under this Policy is cancelled and We will refund premium in accordance with Cancellation rights under the Policy.

## 9. Total Loss

if Your Motor Vehicle is settled as a Total Loss under Your GT Insurance Motor Policy, then cover for that Motor Vehicle under this Policy is cancelled without refund of any premium.

## 10. Waiver of subrogation rights

To the extent permitted by law, We will not be liable to pay any benefits under the Policy for loss or Damage if You agree or have agreed to limit or exclude any right of recovery against any third party who would be liable to compensate You or Us with respect to that loss or Damage unless otherwise agreed by Us in writing.

# General exclusions

We will not cover:

### 1. Asbestos

any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

This Exclusion applies notwithstanding any provisions to the contrary within the Policy or any endorsement thereto.

### 2. Contractual liability

any liability which arises from any contract, undertaking or agreement by You unless such would have attached to You regardless of the contract, undertaking or agreement.

### 3. Deferment Period

any loss or Damage which occurs within the Deferment Period.

### 4. Fines and penalties

any fines, penalties or loss resulting from a breach of contract whether or not as a result of or attributable to the loss or Damage to Your Motor Vehicle.

### 5. Lawful seizure

the lawful seizure, detention, confiscation, nationalisation or requisition of the property insured.

### 6. Liquidation or receivership

any loss attributable to any Business of Yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued.

### 7. Modifications

any loss incurred for any overhauls, inspections or modifications performed on Your Motor Vehicle whether carried out in conjunction with the repairs to Your Motor Vehicle or not.

### 8. Non repair/replacement

any loss where You have made the decision not to repair or replace Your Motor Vehicle.

### 9. Nuclear Event, substance or by-product

ionising radiation or contamination by radioactivity from:

- a) any nuclear fuel or from any nuclear waste; or
- b) the combustion of nuclear fuel (including any self-sustaining process of nuclear fission or fusion); or
- c) nuclear weapons material.

## 10. Prohibited cover or payments (Sanctions)

Irrespective of any other provision of the Policy, We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund of premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene or otherwise expose Us to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

## 11. Territorial Limits

an Event or other circumstances occurring or arising outside the Territorial Limits except as specifically stated otherwise in the appropriate cover section.

## 12. Terrorism

death, injury, illness, loss, Damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves Damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

Your Policy also excludes any liability for death, injury, illness, loss, Damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

## 13. War

any war, whether war be declared or not, hostilities or rebellion, civil war, revolution, insurrection, military or usurped power, invasion, or act of foreign enemy.

## 14. Wilful acts

any actual or alleged:

- a) dishonest, fraudulent, criminal, unlawful, or malicious act;
- b) wilful breach of any statute, contract or duty; or
- c) conduct intended to cause loss, Damage or liability with reckless disregard for the consequences;

by You or any person acting with Your knowledge, consent or connivance.

# Claims procedures

## In the event of a Claim

As soon as You become aware of anything happening which may result in a claim under Your Policy, You must, at Your own expense:

- a) immediately inform the Police of any Malicious Damage, theft, fraudulent conduct, attempted theft or loss of property;
- b) contact Us as soon as possible to advise how the loss, Damage or liability occurred;
- c) take all reasonable action to recover lost or stolen property and minimise the claim;
- d) as far as possible, preserve any insured property, products, appliances, plant or other items which might prove necessary or useful as evidence until We have had an opportunity to inspect them;
- e) give Us all the information, proof and assistance We may require to prosecute, defend or settle Your claim, including details of any other insurance effected by You or on Your behalf;
- f) as soon as reasonably practicable after the loss, Damage or relevant Event (or any further time which We may allow in writing), deliver to Us a written claim including as detailed an account as is reasonably practicable of the circumstances surrounding the loss, Damage or Event, and the amount claimed. You must provide Us with a statutory declaration if requested;
- g) immediately send Us any claim, writ, summons, or full details of any relevant legal or other proceedings such as an impending prosecution or inquest that You receive or of which You become aware;
- h) at all times, give Us all the information and assistance We may reasonably require.

You must not:

- a) admit liability for, or offer or agree to settle, any claim without Our written consent;
- b) authorise the repair or replacement of anything without Our agreement unless for safety reasons or to minimise or prevent further imminent loss, Damage, liability or injury.

After You have advised Us of any loss, Damage or liability:

- a) You must comply with all the terms of the General Conditions and Specific Conditions before We will meet any claim under Your Policy;
- b) We have the right to recover from any person against whom You may be able to claim any money paid by Us and We will have full discretion in the conduct, settlement or defence of any claim in Your name. Unless otherwise provided in the Policy, the amount recovered will be applied first to reducing the amount by which Your loss exceeds the payment made by Us. Any balance remaining after You have been fully compensated for Your loss, up to the amount We have paid to You to settle Your claim (including Our legal fees for recovery), will be retained by Us;
- c) We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim;
- d) We may pay You the Limit of Indemnity or any lesser amount for which a claim or claims may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We pay You, that We previously agreed to pay;
- e) if You recover or find any lost or stolen property insured for which We have paid a claim, You must:
  - (i) inform Us immediately; and
  - (ii) give Us the recovered or found property insured if We request You to do so.

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|            |              |
|------------|--------------|
| Sydney     | 02 9966 8820 |
| Parramatta | 02 9966 8820 |
| Brisbane   | 07 3210 0666 |
| Townsville | 07 4772 0054 |
| Melbourne  | 03 8623 2666 |
| Adelaide   | 08 8232 7645 |
| Darwin     | 08 8981 7510 |
| Perth      | 08 9324 1963 |
| Newcastle  | 02 4920 8698 |
| Albury     | 02 6023 5308 |

Visit [www.gtins.com.au](http://www.gtins.com.au)

## Claims Promise

- All new claims will be acknowledged within 24 hours
- Acceptance or denial of a claim will be confirmed within 5 days of receipt of all information
- Settlement cheques will be processed within 48 hours of receipt of final documentation
- Assessment will be attended to within 24 hours of notification
- Vehicle assessment will be made within 48 hours of availability
- We will keep customers informed on claims progress
- We will keep customers informed on repair progress



Global Transport & Automotive Insurance Solutions Pty Ltd  
ABN 93 069 048 255 AFS Licence No 240714

This insurance is issued by Allianz Australia Insurance Limited,  
AFS Licence No. 234708 ABN 15 000 122 850 (Allianz).  
In arranging this insurance Global Transport & Automotive  
Insurance Solutions Pty Ltd act as agents of Allianz.

