

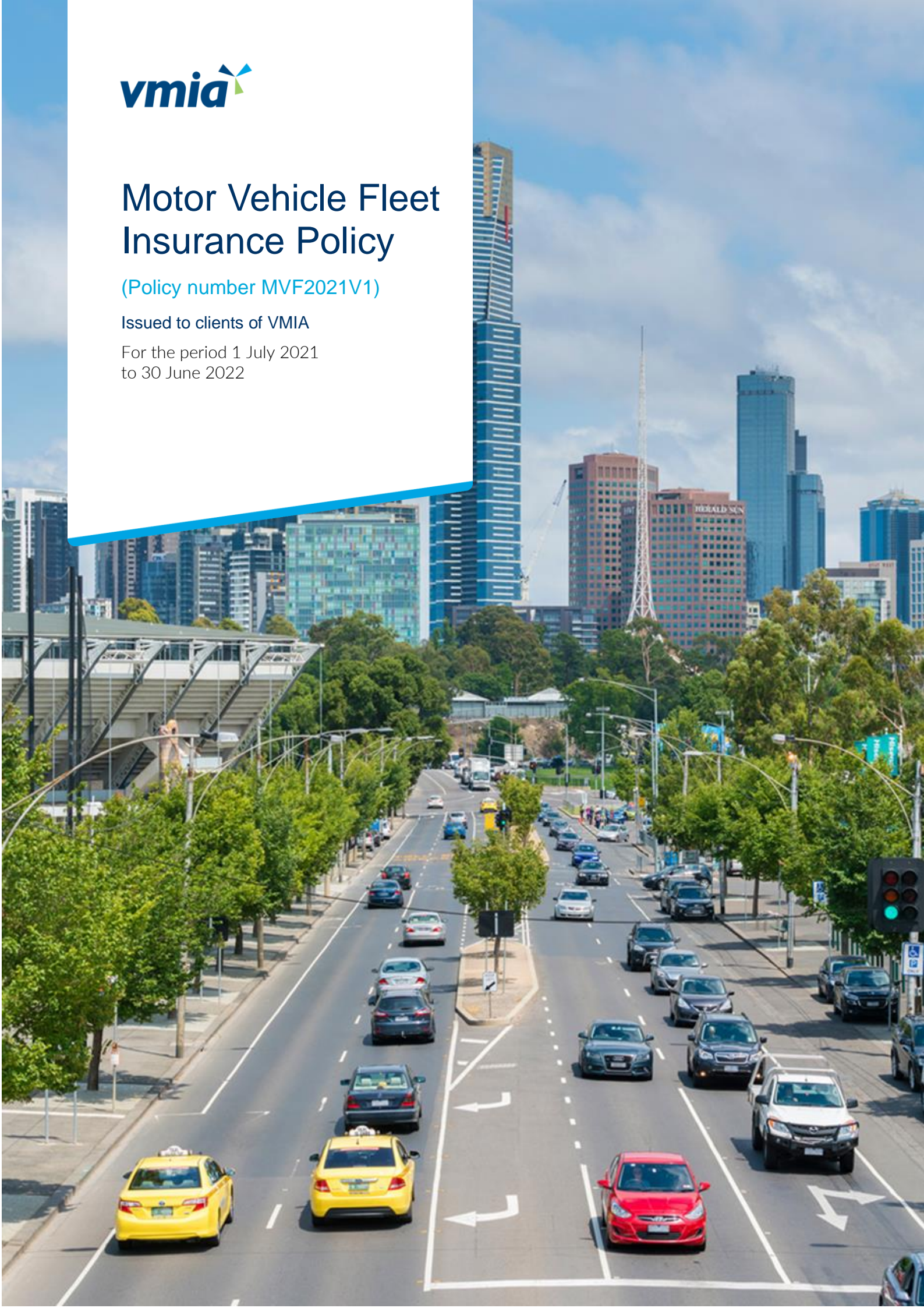


Motor Vehicle Fleet Insurance Policy

(Policy number MVF2021V1)

Issued to clients of VMIA

For the period 1 July 2021
to 30 June 2022



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1. Definitions & Interpretation

- 1.1. **Accessories** means all accessories and apparatus together with manufacturer's options, tools and spare parts and spare wheel, located in or on, attached to, contained within or used in connection with each **Insured Vehicle**, and including communications and computer equipment, entertainment systems, satellite navigation systems, air conditioning units, receiving and transmitting equipment and gates, binders, chains, ropes, tarpaulins, attached or installed generators, cranes, lifting devices, cables, winches, forks, tines, buckets, blades, curtains and any remote controls or accessories to the fixed equipment and/or any other accessory used by or attached to the vehicle, including such items (not otherwise insured) installed by employees.
- 1.2. **Accidental Damage** means damage, loss or destruction caused by an unforeseen or unintended happening.
- 1.3. **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of 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 done for, or in connection with, political, religious, ideological 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.
- 1.4. **Business** means the **Insured's Business**, occupation, trade or profession as specified in the **Schedule**.
- 1.5. **Claims Manager** means the entity named in the **Schedule**.
- 1.6. **Constructive Total Loss** means the reasonable abandonment of an **Insured Vehicle** where:
 - a. its actual total loss seems unavoidable;
 - b. it could not be preserved from actual total loss or destruction without incurring an expenditure which would exceed such **Insured Vehicle's** repaired or recovered value; or
 - c. it is stolen and is not recovered within twenty-one (21) days.
- 1.7. **Deposit Premium** means the initial premium payable, as determined by the **Insurer**, at the commencement of the **Period of Insurance**, based on the **Schedule of Motor Vehicles**.
- 1.8. **Excess** means the amount(s) specified in the **Schedule** and elsewhere in the **Policy** which the **Insured** has to contribute to each and every claim on each vehicle under the **Policy**.
- 1.9. **Insured** means:
 - a. any entity or company named in the **Schedule** to the extent only that each of them is engaged in carrying on the **Business** described in the **Schedule** or activities which are substantially of the same kind or related to that **Business**; and
 - b. any entity for which the **Insured** described in sub-clause 1.9a. above has assumed an obligation to arrange insurance.

The **Insured** shall also mean any other party named or described in the records of the entity named in the **Schedule** as being included herein.
- 1.10. **Insured Vehicles** means all motor vehicles presently existing or subsequently acquired, owned, hired (in and out), leased, rented, loaned, borrowed or used by or on behalf of the **Insured**, and shall include:
 - a. vehicles in which the **Insured** has a financial or an insurable interest;
 - b. vehicles which the **Insured** is responsible for insuring;
 - c. for the purposes of cover under Sections 2 and 3 only, vehicles belonging to or in the charge of directors, executives, officers, employees or volunteers of the **Insured** whilst in use in the **Business** of the **Insured** including travel to and from the residence of any director, executive, officer, employee or volunteer;
 - d. vehicles used as a substitute for a vehicle acquired, owned, hired, leased, rented, loaned, borrowed or used by or on behalf of the **Insured**;

- e. vehicles owned and supplied by any other party, but not including those defined in 1.10.c;
- f. motor cycles, trailers, caravans, mobile plant and equipment, tractors and self-propelled agricultural machines;
- g. all **Accessories**;

- 1.11. **Insurer** means the Victorian Managed Insurance Authority, ABN 39 682 497 841.
- 1.12. **Limit of Liability** means the limit of liability of the **Insurer** under each Section of the **Policy**, as stated in the **Schedule**.
- 1.13. **Malicious Damage** means damage, loss or destruction intentionally caused by a third party without the consent of the **Insured**.
- 1.14. **Market Value** means the amount required to purchase a vehicle similar to an **Insured Vehicle** immediately before it suffered loss or damage, taking into account its make, model, age, kilometres travelled, condition and location.
- 1.15. **Maximum Premium** means the maximum premium payable by the **Insured**, if stated in the **Schedule**.
- 1.16. **Minimum Premium** means the minimum premium payable by the **Insured**, if stated in the **Schedule**.
- 1.17. **Period of Insurance** means the period specified in the **Schedule** or any subsequent period for which renewal has been agreed. The term "Local Time" which appears in the **Schedule** means the time at the **Insured's** principal place of **Business**.
- 1.18. **Policy** means this document, the **Schedule** and any endorsement.
- 1.19. **Schedule** means the **Schedule** attached to the **Policy** or any later **Schedule** issued on renewal or variation or by way of endorsement.
- 1.20. **Schedule of Motor Vehicles** means a list of vehicles provided by the **Insured** for underwriting purposes. The **Schedule of Motor Vehicles**, which may specify the Description of Cover and/or the Vehicle Value and/or Market Value applying to individual vehicles, is deemed to be incorporated into the **Policy**. It does not diminish the **Insured's** entitlement to indemnity in accordance with the definition of **Insured Vehicle** or clause 8 (Basis of Settlement).
- 1.21. **Sub-Limit of Liability** means the Limit of Liability of the **Insurer** under a specific provision of the **Policy**, as specified in the **Schedule**.
- 1.22. **Tool of Trade** means a motor vehicle which has a tool or plant forming part of, attached to or used in connection with it, while such tool or plant is engaged on a work site, but does not include vehicles whilst in transit to or from any work site, whilst being used for transport or haulage or whilst loading or unloading goods onto or from a vehicle by use of a crane mounted on that vehicle.

2. Insuring Agreement

The **Insured** having made an application to the **Insurer** and having paid or agreed to pay the **Deposit Premium**, the **Insurer** will indemnify the **Insured** against loss, damage and/or liability as described, occurring within Australia, during the **Period of Insurance**.

3. Interested Parties

Indemnity against loss, damage and/or liability as described in this **Policy** is extended to include any person, company or firm who has a financial and/or an insurable interest in the **Insured Vehicle** which is the subject of the loss, damage or liability.

4. Premium Adjustment

4.1. The **Deposit Premium** shall be adjusted in accordance with the basis specified in the **Schedule** upon the **Insured** declaring to the **Insurer** the number of **Insured Vehicles** at the expiry of the **Period of Insurance**.

4.2. Unit Cost Premium Adjustment

Upon receipt of the **Insured's** declaration of **Insured Vehicles**, the **Deposit Premium** shall be adjusted at 50% of the annual premium (the "Unit Cost") per vehicle, calculated on the difference between the number of vehicles at the inception of the **Period of Insurance** and the number of vehicles at the expiry of the **Period of Insurance**. The **Insured** shall pay an additional premium or receive a refund of premium so calculated.

4.3. Premium Adjustment - individually rated Insured Vehicles

In respect of individually rated **Insured Vehicles**, and notwithstanding the conflicting provision of Extension 17.1: Additional Vehicles, the **Insured** shall declare to the **Insurer** details of any additional and/or replacement vehicle and/or of any vehicle disposed of within twenty-eight (28) days of the date of acquisition or disposal, from which date any additional or return premium shall be calculated.

4.4. Agreed Value Basis

Notwithstanding provisions 4.1, 4.2 and 4.3 above, when the Sum Insured of an **Insured Vehicle** is designated as the Agreed Value on the current **Schedule of Motor Vehicles**, the **Insurer** will accept that value as the Basis of Settlement in the event of a loss involving that vehicle.

5. Permitted Use

The **Insurer** will provide indemnity in accordance with the terms of the **Policy**, including when **Insured Vehicles** are being used for the following purposes:

- 5.1. privately for social domestic and pleasure purposes;
- 5.2. in connection with the occupation or **Business** of the **Insured**, or as directed or permitted by the **Insured**;
- 5.3. for demonstration for sale;
- 5.4. in connection with servicing, repairing and subsequent testing;
- 5.5. for tuition, provided it is not for payment;
- 5.6. for towing or pushing a caravan, trailer or vehicle provided it is not for payment,

provided that sub-clauses 5.3 and 5.4 shall not apply when the **Insured's Business** involves the sale, service and/or repair of motor vehicles for reward.

Notwithstanding the foregoing, the **Policy** will cover loss, damage or liability as provided by the **Policy**, where an **Insured Vehicle** is used for a purpose other than one of the permitted uses described in this Clause, provided that the **Insured** described in Clause 1.9a. did not know that the vehicle was being so used.

6. Territorial Limits

The **Policy** covers **Insured Vehicles** only within the Commonwealth of Australia, including its external territories and including transportation by road, sea or air between any places in the said Commonwealth.

7. Section 1 - Own Damage

The **Insurer** will indemnify the **Insured** against theft of, unexpected vandalism of, or **Accidental Damage** or **Malicious Damage** to each **Insured Vehicle** and all **Accessories** and apparatus together with manufacturer's options, tools and spare parts and spare wheel attached to or within each **Insured Vehicle**.

8. Basis of Settlement

The basis of settlement will be at the option of the **Insurer** to pay the cost of repairs to an **Insured Vehicle** or pay the amount of the loss or damage to the **Insured Vehicle**, provided such payment does not exceed either:

- a. the Sum Insured, or Agreed Value in respect of the **Insured Vehicle** if stipulated in the **Schedule of Motor Vehicles**;
- b. the **Market Value** of the **Insured Vehicle**;
- c. the Limit of Liability

whichever is the lesser. Except:

- 8.1. In respect of an **Insured Vehicle** which becomes a total loss or **Constructive Total Loss** within twenty-four (24) months of the commencement date of the original registration, in which case the **Insurer** will replace such **Insured Vehicle** with a new vehicle of the same make, model or series (subject to local availability) including similar **Accessories**, and pay Stamp Duty, delivery and other on-road costs or, at the **Insurer's** option, pay the equivalent cash value of such replacement.
- 8.2. In respect of an **Insured Vehicle** under a lease agreement, commercial hire purchase or similar agreement which if becoming a total loss or **Constructive Total Loss** during the **Period of Insurance**, the **Insurer's** liability shall be the payout sum under the lease agreement, commercial hire purchase or similar agreement if it is greater than the vehicle's **Market Value** or Sum Insured (if any is stated in the **Schedule**).

Provided that the **Insurer's** liability under this Clause 8.2 to pay in addition to the **Market Value** or Sum Insured does not include payments and interest in arrears at the time of the loss or discounts in respect of finance discharge.

9. Extensions Applicable to Section 1

In connection with a claim under Section 1 of the **Policy**, the **Insurer** will pay in addition to the amount payable under Clause 8 Basis of Settlement:

9.1. Towing Charges

The reasonable cost incurred to recover, protect and remove the **Insured Vehicle** to a place of safety or the premises of the nearest repairer, and to re-deliver the vehicle from such premises after repair to its usual place of garaging.

9.2. Cost of Repatriating Driver and Passengers

The reasonable costs, including necessary travel and accommodation expenses, incurred in returning the **Insured's** driver, co-driver, assistance and/or passengers to the original point of departure or, at the **Insured's** option, to the driver's destination.

9.3. Signwriting

The reasonable cost of reinstating necessary signwriting, artwork, fixed advertising signs, murals or special materials on, in or attaching to the **Insured Vehicle**.

9.4. Hire Costs

If an **Insured Vehicle** is stolen or damaged, the reasonable cost of hiring a replacement vehicle of a similar type (subject to local availability) or the reasonable costs of using any alternative method of transport (including taxi cabs, taxi trucks or public transport). The **Insurer** will not pay for hiring charges or alternative transport charges incurred after the date the **Insured Vehicle** is available for use by the **Insured** in the condition similar to the condition it was in prior to the loss or damage, or in the case of a **Constructive Total Loss**, the date of settlement between the **Insurer** and **Insured**.

The maximum amount payable under this Extension 9.4 is the Hire Costs **Sub-Limit of Liability** stated in the **Schedule**.

9.5. Recovery Costs

If an **Insured Vehicle** is stolen and subsequently found, the reasonable cost of recovery from any place in Australia, including the costs of returning the **Insured Vehicle** to its usual place of garaging.

9.6. Employees' Personal Property

If, as a result of loss or damage to an **Insured Vehicle** for which a claim is payable under Section 1 of the **Policy**, any personal property therein belonging to an employee of the **Insured**, or to an employees' immediate family member, be lost or damaged, the **Insurer** will indemnify the **Insured** in respect of such property, provided that such property is not otherwise insured. For the avoidance of doubt, such personal property shall be replaced with a new item of the same make and/or type.

The maximum amount payable under this Extension 9.6 is the Employees' Personal Property **Sub-Limit of Liability** stated in the **Schedule**. Each claim under this Extension 9.6 shall be subject to an **Excess** of \$125.

9.7. Locks and Keys

If the key, lock, key ignition barrel or other entry device giving access to an **Insured Vehicle** is stolen, lost, destroyed or damaged, or if there are reasonable grounds to believe that the key has been duplicated without the **Insured's** permission, the cost of replacing any key, lock and key ignition barrel or entry device including any necessary re-coding of the locks, or entry device or replacing of the locking mechanism, and any other associated work.

The maximum amount payable under this Extension 9.7 is the Locks and Keys **Sub-Limit of Liability** stated in the **Schedule**. Nil excess will apply if there is no other loss or damage to the **Insured Vehicle**.

9.8. Disability Modifications

If the **Insured's** driver is injured and suffers a permanent disability as a result of an accident involving an **Insured Vehicle**, the reasonable costs for any necessary modification to the **Insured Vehicle** or the driver's private vehicle.

The maximum amount payable under this Extension 9.8 is the Disability Modifications **Sub-Limit of Liability** stated in the **Schedule**.

9.9. Temporary or Emergency Repairs

The costs of repairs to an **Insured Vehicle** following loss, theft, destruction or damage which is accepted as a claim under Section 1 of the **Policy** and which the **Insured** authorised to enable the **Insured Vehicle** to be driven to the nearest practicable place of safety or to enable the vehicle to continue to the destination.

The maximum amount payable under this Extension 9.9 is the Temporary or Emergency Repairs **Sub-Limit of Liability** stated in the **Schedule**.

9.10. Family Travel Expenses

If the **Insured's** driver is injured and requires hospitalisation as a result of an event covered by Section 1 of this **Policy**, the reasonable costs of transport, accommodation, meals and related expenses for the **Insured** or the immediate family of such driver to attend hospital.

The maximum amount payable under this Extension 9.10 is the Family Travel Expenses **Sub-Limit of Liability** stated in the **Schedule**.

9.11. Funeral Expenses

If as a result of an accident involving an **Insured Vehicle** the **Insured's** driver dies, funeral expenses and the reasonable costs of travel, accommodation and meals for the deceased driver's immediate family to attend the funeral. Provided that this Extension 9.11 will not apply if such driver's death is a result of suicide.

The maximum amount payable under this Extension 9.11 is the Funeral Expenses **Sub-Limit of Liability** stated in the **Schedule**.

9.12. Medical and Related Expenses

The **Insurer** will refund to the **Insured** all reasonable sums which the **Insured** (or driver) has paid for medical (outside of Medicare), dental, hospital, chemist or ambulance expenses in connection with personal injury sustained by persons riding in an **Insured Vehicle** at the time of an accident giving rise to a claim which has been admitted under Section 1 of this **Policy**.

Provided that the refund shall not be made:

- a. if the person so injured is entitled to recover such expenses under any Workers' Compensation Law or from any other source;
- b. of a sum prohibited to be paid by the *National Health Act 1953* or the *Private Health Insurance Act 2007*.

The maximum amount payable in respect of any one accident under this Extension 9.12 is the Medical and Related Expenses **Sub-Limit of Liability** stated in the **Schedule**.

9.13. Tyre Replacement

The **Insurer** will indemnify the **Insured** for replacement of any tyre that is damaged and unable to be used again as a direct result of an event giving rise to a claim under this **Policy**, **or in the case of emergency service organisation vehicles, damage occurring solely as a result of fire or heat damage**; provided that the condition of the damaged tyre's remaining tread conformed with all legal requirements at the time the event occurred, and was not re-capped or re-treaded.

9.14. Towing Charges for Stranded Vehicles

The **Insurer** will indemnify the **Insured**, the reasonable cost incurred to recover, protect and remove the **Insured Vehicle** to a place of safety where such **Insured Vehicle** has become immobilised, bogged or stranded, and no **Accidental Damage**, impact, or mechanical or electrical failure has occurred. For the avoidance of doubt, cover under this Extension 9.14 does not require a claim to have been admitted under Section 1 of this **Policy**.

9.15. Employee Vehicles

To the extent of cover granted under this policy, the **Insurer** will indemnify the **Insured** for any legal obligation it has to compensate its directors, executives, officers, employees or volunteers for damage to their vehicle sustained whilst in authorised use in the course of the **Insured's** business

- a. where the vehicle is not otherwise insured by a policy entered into by a third party or by a policy required by law or; or
- b. where the **Business** use invalidates the director's, executive's, officer's, employee's or volunteer's own personal vehicle insurance.

Cover under this Extension 9.15 is conditional on the vehicle owned by the Insured's director, executive, officer, employee or volunteer, the subject of the claim, being currently insured, registered, road worthy and free of defects that might invalidate such insurance.

Notwithstanding sub-Clauses a. and b., the Policy will also indemnify any **Excess** payable or loss of no claims bonus under the employee's, volunteer's, or director's personal insurance. For the purpose of reimbursement of any **Excess** payable or loss of no claims bonus under the employee's, volunteer's, or director's personal insurance, the **Insured's Excess** shall not apply.

9.16. Expediting Expenses

The reasonable additional costs necessary to expedite permanent repairs to the **Insured Vehicle** including overtime, night work, penalty rates, work on public holidays, express or air freight but not exceeding the lesser of:

- a. an additional fifty (50)% of the normal repair costs; or
- b. the maximum specified in the **Schedule**, applicable to this Extension.

10. Exclusions Applicable to Section 1

Section 1 of this **Policy** does not cover:

10.1. Breakdown

structural failure, mechanical, electrical or electronic breakdown or failure of an **Insured Vehicle**. However, the **Insurer** will pay for any resultant damage to the **Insured Vehicle**, provided that the **Insured** was not aware of the condition.

10.2. Consequential Loss

loss suffered as a result of inability to use an **Insured Vehicle**.

10.3. Depreciation, Wear and Tear

depreciation, wear and tear, rust or corrosion of an **Insured Vehicle**. However, the **Insurer** will pay for any resultant damage to the **Insured Vehicle**, provided that the **Insured** was not aware of the condition.

10.4. Failure to Secure the Insured Vehicle

theft of or from an **Insured Vehicle** due to failure to take reasonable steps to lock or secure the vehicle after it has broken down or been damaged.

10.5. Tyre Damage

the tyres of an **Insured Vehicle** being damaged by application of brakes or by road punctures, cuts or bursting; provided that this Exclusion 10.5 shall not apply to any subsequent loss or damage otherwise **Insured** by this **Policy**.

10.6. Lawful Seizure

loss or damage to an **Insured Vehicle** occasioned by lawful seizure or other operation of law arising from any breach of contract, agreement or obligation.

11. Section 2: Third Party Liability – Property Damage

The **Insurer** will indemnify the **Insured** against liability at law for damages, compensation and claimant's costs and expenses in respect of loss of or damage to and/ or loss of use of property damaged or not damaged caused by, through or in connection with the use of an **Insured Vehicle** which includes:

- a. goods being carried by or falling from the **Insured Vehicle** and all costs, charges and expenses necessarily and reasonably incurred by the **Insured** or on behalf of a Public Authority to clean up and remove any debris, including decontamination costs;
- b. the operation of loading and unloading the **Insured Vehicle**, but not the collection or delivery of the load to or from the vehicle beyond the limits of any carriageway or thoroughfare;
- c. the **Insured Vehicle** being driverless and unattended; or
- d. any passenger travelling in or on, entering into or alighting from the **Insured Vehicle**.

12. Section 3: Third Party Liability – Personal Injury

The **Insurer** will indemnify the **Insured** against liability at law for damages, compensation and claimant's costs and expenses arising from the death of or personal injury to any person other than any person who at the time of the accident giving rise to the death or personal injury was acting in the course of his or her employment by the **Insured** occurring during the **Period of Insurance** and caused by, through, or in connection with the use of an **Insured Vehicle**, which includes;

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

13. Limits of Liability - Sections 2 and 3

The aggregate liability of the **Insurer** under Sections 2 and 3 combined is limited to the amount specified in the **Schedule** in respect of all claims whatsoever and howsoever arising out of any one accident or series of accidents arising out of one event.

14. Extensions Applicable to Sections 2 and 3

In connection with a claim under Section 2 or 3 of the **Policy**, the **Insurer** will:

14.1. Legal Costs for Careless Driving Charge

Pay all legal costs and expenses incurred by the **Insured** or the **Insured's** driver, with the prior written consent of the **Insurer**, in the defence of any charge of careless driving causing death.

The maximum amount payable in respect of this Extension 14.1 is the Careless Driving **Sub-Limit of Liability** stated in the **Schedule**.

14.2. Indemnity to other persons

Extend the protection provided to an **Insured** under Sections 2 and 3 to:

- a. any person who was driving, using or in charge of an **Insured Vehicle** with the **Insured's** permission or implied consent;
- b. the **Insured's** employer, principal or business partner arising out of the use by the **Insured** of an **Insured Vehicle**;
- c. the Commonwealth and State Governments arising out of the use by the **Insured** of an **Insured Vehicle** on government business; and
- d. any passenger travelling in or on, entering into or alighting from an **Insured Vehicle**.

14.3. The Insured's liability as a Principal

Indemnify the **Insured** in accordance with the cover under Sections 2 and 3 in respect of any motor vehicle not owned or supplied by the **Insured** and which is in the charge of or being driven by a person authorised to use the vehicle on behalf of the **Insured** in connection with the **Business** of the **Insured**.

14.4. Towage

The **Insurer** will indemnify the **Insured** in accordance with the cover under Sections 2 and 3 against legal liability arising from the towage of a trailer or the towing of a disabled mechanically propelled vehicle, provided always that:

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

14.5. Non-Owned Vehicles in the Insured's Car Park

Notwithstanding Exclusion 15.3, indemnify the **Insured** against legal liability arising from damage to any motor vehicle owned by an employee or a visitor of the **Insured** and which is contained in a car park owned or operated by the **Insured**.

14.6. Movement of Non-Owned Vehicle

Notwithstanding Exclusion 15.3, indemnify the **Insured** against legal liability arising from the reasonable and necessary movement of any vehicle that is parked in a position so as to prevent or impede the loading, unloading or legitimate passage of an **Insured Vehicle**.

14.7. First Aid

The **Insurer** will pay reasonable expenses, up to the maximum amount specified in the **Schedule**, incurred at the scene of the accident by the **Insured** or the driver of the **Insured Vehicle** for first aid to others who suffered bodily injury as a result of an accident involving the **Insured Vehicle** not otherwise recoverable under any statutory scheme or compulsory insurance, provided the **Insurer** is not prohibited at law from paying such costs, including any prohibition under the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

15. Exclusions Applicable to Sections 2 and 3

The **Insurer** will not indemnify the **Insured** or any other person claiming indemnity under Section 2 or Section 3 for liability arising from:

15.1. Unregistered Insured Vehicles

the use of an **Insured Vehicle** when it is unregistered or unlicensed.

This Exclusion 15.1 shall not apply where the **Insured Vehicle**, at the time of the event giving rise to the claim, had not been duly registered or licensed due to an inadvertent and unintentional failure to affect such registration or conditional registration. The maximum amount payable is the Unregistered **Insured Vehicles** Sub-Limit specified in the **Schedule** for all claims arising during the **Period of Insurance**.

15.2. Tool of Trade

the use of an **Insured Vehicle** as a **Tool of Trade**, provided that this Exclusion 15.2 shall not apply to any forklift which is registered for road use.

15.3. Damage to the Insured's Property

damage to property of the **Insured** or property in the **Insured's** physical or legal custody or control whilst such property is on, or being loaded on to or unloaded from, an **Insured Vehicle**.

This Exclusion 15.3 will not apply where:

- a. the value of the damaged property does not exceed the Damage to **Insured's** Property **Sub-Limit of Liability** stated in the **Schedule**; and
- b. the loss or damage is caused by fire, collision, overturning or theft of the **Insured Vehicle**; and
- c. the damaged property is not otherwise insured.

15.4. Statutory Policies

for any liability which the **Insured** or any other person or party to whom protection is given under this **Policy** is required by law to insure under a separate Statutory Policy.

16. Exclusions Applicable to Section 3 Only

The **Insurer** will not indemnify the **Insured** or any other person claiming indemnity under Section 3 for or in respect of:

16.1. Statutory Liability

any liability which is covered by or within the scope of any statutory scheme operating anywhere in Australia governing the payment of damages, compensation or expenses (whether limited in amount or not) for death or personal injury, or the compulsory insurance of any liability for such payment, caused by, through, or in connection with the use of an **Insured Vehicle**.

This Exclusion 16.1 does not apply to:

- a. any claim brought against the **Insured** to recover amounts paid or payable under any statutory scheme or compulsory insurance; or
- b. amounts in excess of any:
 - i. valid insurance; or
 - ii. amounts paid or payable by any statutory scheme or compulsory insurance;

provided such claims are otherwise insured by the terms of this **Policy**.

16.2. Failure to Register / Insure

any claim for which the **Insured** would have been partially or wholly compensated but for the **Insured's** failure to insure or to register the **Insured Vehicle** or to lodge a claim in accordance with a requirement of any statutory compulsory insurance or fund, or accident compensation scheme.

16.3. Injury to Insured's Driver

any liability for death or personal injury to any person in charge of the **Insured Vehicle** at the time of the occurrence.

16.4. Northern Territory

the use of an **Insured Vehicle** registered in the Northern Territory.

17. Extensions Applicable to all Sections of the Policy

In connection with a claim under any Section of the **Policy**, the **Insurer** will pay, in addition to the amount payable under the relevant Section of the **Policy**:

17.1. Additional Vehicles

Provided that a vehicle is of a like and similar kind to those currently insured by the **Policy**, automatically cover the **Insured** for any additional and/or replacement vehicle acquired, hired, leased, rented on loan to or used by or on behalf of the **Insured** during the **Period of Insurance**, whether on a permanent or temporary basis. This includes any vehicle in which the **Insured** develops an insurable interest during the **Period of Insurance**.

Cover commences at the time the **Insured** becomes legally responsible for the vehicle, for a **Limit of Liability** equivalent to the vehicle's **Market Value** or the Additional Vehicles **Limit of Liability** specified in the **Schedule**, whichever is the lesser. The **Limit of Liability** in respect of such additional vehicles shall not apply where the **Insurer** has been notified of, and accepted in writing, details of any additional vehicle and of that vehicle's purchase price or value.

Provided that, if at any time during the **Period of Insurance**:

- a. the total number of **Insured Vehicles** insured under this **Policy** exceeds 10 per cent of the number of **Insured Vehicles** at the commencement of the **Period of Insurance**; or
- b. the total value of **Insured Vehicles** insured under this **Policy** exceeds 10 per cent of the value of **Insured Vehicles** at the commencement of the **Period of Insurance**,

the **Insurer** shall extend coverage, subject to all the other provisions of the **Policy**, to those additional vehicles for a period of 30 days only. The **Insurer** may, at the request of the **Insured**, extend coverage to the end of the **Period of Insurance** upon the **Insured**:

- a. providing such additional information;
- b. paying such additional premium (if any); and
- c. agreeing to such reasonable additional terms;

as the **Insurer** may require.

17.2. Transit

for transit of an **Insured Vehicle** within the Commonwealth of Australia by road and/or rail and/or sea. Any contribution to general average and salvage charges is included when such maritime conditions apply, whether or not the **Insured Vehicle** is damaged.

17.3. Legal Costs

all legal costs and expenses incurred by the **Insured**, with the prior written consent of the **Insurer**, in the defence of any legal proceedings.

17.4. Inquiry Costs

all legal costs and expenses incurred by the **Insured**, with the prior written consent of the **Insurer**, in connection with any inquest (including Coroner's inquest) or other formal legal inquiry.

17.5. L.P.G. Conversion

where the **Insured Vehicle** has been modified to operate on liquefied petroleum gas, provided that such modification has been carried out in accordance with the relevant statutory standard.

17.6. Removal of Debris

for the reasonable costs incurred to clean up and remove debris resulting from an event giving rise to a claim under this **Policy**. For the avoidance of doubt, cover under this Extension 17.6 is intended to include the clean-up and removal of debris resulting from goods falling or leaking from an **Insured Vehicle**.

17.7. Claims Preparation Costs

any costs reasonably and necessarily incurred by the **Insured**, with the **Insurer's** prior written consent, to produce and/or certify any details required under the terms of General Condition 19.2.

The maximum amount payable under this Extension 17.7 is the Claims Preparation Costs **Sub-Limit of Liability** stated in the **Schedule**.

17.8. First Aid Kit Expenses

Where an event covered under this **Policy** also results in the use of any first aid kit, the reasonable costs of replacing or replenishing such first aid kit and/or its contents.

The maximum amount payable under this Extension 17.8 is the First Aid Kit Expenses **Sub-Limit of Liability** stated in the **Schedule**.

17.9. Emergency Services

If an **Insured Vehicle** is involved in an accident requiring the attendance of the Fire Brigade, Police, Ambulance, State Emergency Services or other regulatory or municipal authority, the cost of services as may be charged by each relevant service or authority.

17.10. Crash Scene / Site Management and Crisis Coordination

The **Insurer** will pay reasonable costs and expenses incurred by, or on behalf of the **Insured**, up to the maximum amount specified in the **Schedule**, in the coordination and management of the location at which an **Insured Vehicle** has been involved in or alleged to have been involved in an accident or suffered loss or damage or in which death or serious personal injury was involved.

17.11. Crisis Cover

The **Insurer** will pay "Public Relations Expenses", incurred by the **Insured** with the written approval of the **Insurer**, up to the maximum amount specified in the **Schedule**, in respect of any claim made during the **Period of Insurance**.

For the purposes of this Extension, "Public Relations Expenses" means the reasonable fees and related expenses of a public relations firm or consultant, crisis management firm or law firm which an **Insured** reasonably incurs with the **Insurer's** written consent to prevent or limit adverse effects or negative publicity in respect of a claim.

17.12. Psychological Counselling

The **Insurer** will pay reasonable costs, up to the maximum amount specified in the **Schedule**, incurred by the driver or passenger(s) to obtain professional counselling as the result of an accident giving rise to death or serious bodily injury, involving the **Insured Vehicle**.

This Extension does not cover any costs which the **Insurer** is prohibited from paying at law, including any costs prohibited under the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth) and any costs that are or would be covered by any compulsory statutory compensation scheme.

18. Exclusions Applicable to all Sections of the Policy

This **Policy** does not provide cover for:

18.1. War

for loss or damage caused by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;

18.2. Radioactivity

for loss or damage caused by or arising from radioactivity, or from the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion. However, this Exclusion does not apply to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

18.3. Contractual Liability

for any liability arising under any undertaking or indemnity given or contracted by the **Insured** without the written consent of the **Insurer**.

This Exclusion 18.3 will not apply where:

- a. such liability would have attached notwithstanding such undertaking or indemnity; or
- b. in the ordinary course of the **Business**, the **Insured** assumes such liability under any contract, agreement, warranty, undertaking or indemnity;

18.4. Terrorism

for loss, damage, cost, expense or any liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- a. any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- b. any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**;

18.5. Use of an Insured Vehicle Underground

where an **Insured Vehicle** whilst being used in underground excavation or underground mining;

18.6. Dangerous Goods

If, at the time of an accident, an **Insured Vehicle** is being used for the transportation of goods which are classified as dangerous under the:

- a. Australian Code for the Transport of Explosives by Road and Rail; or
- b. Australian Dangerous Goods Code,

This Exclusion 18.6 will not apply if, at the time of an accident giving rise to a claim under the **Policy**, the transportation of such goods is in compliance with the afore-mentioned Codes; provided that the aggregate liability of the **Insurer** under Sections 1, 2 and 3 of this **Policy** combined is the Dangerous Goods **Sub-Limit of Liability** specified in the **Schedule**, in respect of all claims attributable to the goods so carried arising out of one event.

18.7. Racing, Testing, and Demonstration

If, at the time of an accident, an **Insured Vehicle** is being:

- a. used in, or tested in preparation for, a race, trial, test or contest or for pace-making with the knowledge and consent of the **Insured**;
- b. used in connection with the motor trade for any experiment, test, trial or demonstration other than for re-sale purposes or when involved in a driving course;

18.8. Un-roadworthy Condition

If, at the time of an accident, an **Insured Vehicle** is being used, whilst in an unsafe, un-roadworthy or damaged condition.

This Exclusion 18.8 shall not apply if:

- a. the condition could not reasonably be detected by the **Insured**; or
- b. the **Insured** is able to prove that the event giving rise to the claim was not caused or contributed to by such unsafe, un-roadworthy or damaged condition;

18.9. Hire for Reward

If, at the time of an accident, an **Insured Vehicle** is being used for any form of hire in respect of the conveyance of passengers for reward other than for a genuine car-pooling arrangement, or unless the **Insurer** has been notified and any special terms required have been agreed by the **Insurer** in writing;

18.10. Unlawful Use

If, at the time of an accident, an **Insured Vehicle** is being used for an unlawful purpose by the **Insured** or is being so used by some other person with the knowledge and consent of the **Insured**;

18.11. Unlicensed Drivers

If, at the time of an accident, an **Insured Vehicle** is being driven or, for the purpose of being driven is in the charge of, any person other than a fully authorised driver under all relevant laws, by-laws and regulations.

This Exclusion 18.11 will not apply if:

- a. the **Insured** proves that whilst permission was given for such person to use the **Insured Vehicle**, the **Insured's** officer responsible for insurance did not know, or could not reasonably have known, that the person was not duly authorised; or
- b. the driver had been licensed in the 12 months immediately prior to the event giving rise to a claim, and is not disqualified or suspended from being so licensed; or
- c. the **Insured Vehicle** is being driven, with the knowledge and consent of the **Insured**, on any road that is not a highway by an unlicensed driver aged 18 years or over; provided that such driver is not disqualified from driving and is not legally required to hold a license in the circumstances;

18.12. Drivers Under the Influence

If, at the time of an accident, an **Insured Vehicle** is being driven by or is in the charge of any person:

- a. while under the influence of an illegal drug;
- b. with a percentage of alcohol in their breath or blood in excess of that permitted by law; or
- c. who is convicted of the offence of refusing to take a breathalyser or blood test when requested to do so in a lawful manner;

except where there are any relevant statutory provisions to the contrary.

This Exclusion 18.12 will not apply if the **Insured** proves that whilst permission was given for such person to use the **Insured Vehicle**, the **Insured's** officer responsible for insurance did not know, or could not reasonably have known, that the person was so affected.

18.13. Aircraft Refuelling

If, at the time of an accident, an **Insured Vehicle** is being used for any activity related to aircraft refuelling.

19. General Terms and Conditions

19.1. Cancellation

This **Policy** may be cancelled at any time at the request of the **Insured**.

The **Insurer** may also cancel this **Policy** on any grounds set out in the *Insurance Contracts Act 1984* by giving the **Insured** written notice of such cancellation in accordance with the Act.

The **Insurer's** notice of cancellation takes effect at the earlier of the following times:

- a. the time when another policy of insurance between the **Insured** and the **Insurer** or some other insurer, being a policy that is intended by the **Insured** to replace this **Policy**, is entered into; or
- b. on the sixtieth business day after the day on which notice was given to the **Insured**.

In the event that either the **Insured** or the **Insurer** cancels this **Policy** the **Insurer** will refund the pro-rata premium commensurate with the unexpired **Period of Insurance** from the date of cancellation.

19.2. Claims Procedure

19.2.1. Notification

The **Insured** or someone acting on the **Insured's** behalf must as soon as possible:

- a. notify the **Claims Manager** of any accident or damage or loss;
- b. notify the police of theft losses;
- c. send to the **Claims Manager** any letter of demand, claim, writ or summons relating to an accident involving an **Insured Vehicle**; and
- d. assist the **Claims Manager** in every way in connection with any claim or legal action relating to that accident.

19.2.2. Subrogation - Liability not to be admitted

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** without the consent of the **Insurer** who shall have the right and duty to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for the **Insurer's** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Insurer** may require.

If the **Insurer** makes any recovery by way of subrogation, the **Insured** shall be entitled to recover from the **Insurer** any amount by which the **Insurer's** recovery exceeds the amount paid by the **Insurer** in relation to the loss.

19.2.3. Repairs

Repairs to an **Insured Vehicle** must not be authorised, without the consent of the **Insurer** or **Claims Manager**, for any amount in excess of the Repair Authority Sub-Limit specified in the **Schedule**.

19.3. Fraudulent Claims

Where a claim is fraudulently made by the **Insured**, or by any other party, the **Insurer** may refuse payment of any part of the claim and may seek repayment of any sums previously paid. In addition, the **Insurer** may cancel this **Policy** by giving the **Insured** three (3) business days written notice to that effect. This Condition 19.3 takes precedence over Condition 19.1.

19.4. Excess

The **Insurer** will not pay the first amount of any loss, damage or liability specified as the **Excess** in the **Schedule**.

Provided that the **Excess** shall not apply:

- a. to claims where the damage is limited to windscreen or window glass breakage only (including when accompanied by incidental scratching to the **Insured Vehicle's** bodywork), and the **Insured Vehicle's** gross vehicle mass is less than five (5) tonnes; or
- b. upon the **Insured** successfully identifying a negligent third party responsible for the event giving rise to a claim.

Provided further that for each event or series of events arising from one originating cause involving an articulated **Insured Vehicle**, only one **Excess** shall apply to each set of articulated **Insured Vehicles**, as if each set was one **Insured Vehicle**. Where the prime mover and trailer(s) have different **Excesses**, the highest **Excess** will apply.

19.5. Care of Insured Vehicle

The **Insured** must take reasonable steps at all times to safeguard **Insured Vehicles** from loss and damage and to maintain them in an efficient safe and fully roadworthy condition.

19.6. Cross Liability

Where the **Insured** is comprised of more than one party, the words "the **Insured**" shall be considered as applying to each party comprising the **Insured** in the same manner as if that party were the only party named herein as the **Insured**. Nothing contained in this clause shall operate to increase the **Insurer's Limit of Liability** as specified in the **Schedule**.

19.7. Breach

Breach or non-compliance with any provision, Exclusion or Condition of this **Policy** without the knowledge or consent of the **Insured's** officer responsible for insurance shall not affect the right of the **Insured** to the indemnity granted under this **Policy** nor shall any breach or non-compliance by one of the **Insureds** prejudice the interest of any other **Insured** or interested party to this **Policy**.

Notwithstanding any provision to the contrary, cover under the **Policy** will not be prejudiced by the **Insured Vehicle** being used in a manner or in a condition described in the Exclusions to Section 1, Exclusions to Sections 2 and 3, and the General Exclusions of this **Policy** without the knowledge or consent of the **Insured** described in Clause 1.9a.

19.8. Release

The **Insurer** agrees to waive any rights and remedies or relief to which they may become entitled by subrogation against:

- a. each party comprising the **Insured**, including directors, trustees, officers, employees, partners or shareholders;
- b. all contractors and sub-contractors of the **Insured**; and
- c. any other entity or person whenever the **Insured** has been required by contractual agreement to release such parties from liability arising from any event insured against by this **Policy**;
- d. any person who was driving, using or in charge of an **Insured Vehicle** with the **Insured's** permission or implied consent provided that the **Insured Vehicle** was not being used for **Business** purposes other than those of the **Insured** described in Clause 1.9.a.;

and such waiver and/or release is allowed without prejudice to this insurance.

19.9. Goods and Services Tax (GST)

GST, Input Tax Credit, Acquisition and Supply have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is the **Insured's** entitlement to an Input Tax Credit on the Premium as a percentage of the total GST on that Premium.

- a. Where the **Insurer** makes a payment under this **Policy** for the Acquisition of goods, services or other Supply, the amount of the payment will be reduced by the amount of any Input Tax Credit that the **Insured** is, or will be, entitled to in relation to that Acquisition, whether or not the **Insured** makes that Acquisition.
- b. Where the **Insurer** makes a payment under this **Policy** as compensation instead of payment for the Acquisition of goods, services or other Supply, the **Insurer** will reduce the amount of the payment by the amount of any Input Tax Credit that the **Insured** would have been entitled to had the payment been applied to acquire such goods, services or other Supply.

Any GST amount paid by the **Insurer** shall be in addition to the Limits of Liability specified in the **Schedule**.

No payment shall be made to the **Insured** for any GST liability that they may acquire upon settlement of a claim if the **Insured** has not informed the **Insurer** of its correct Taxable Percentage.

19.10. Headings

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

19.11. Transfer of Interest

No interest in this **Policy** can be transferred without the written consent of the **Insurer**.

19.12. Acquired Entities

This **Policy** extends to include any company, subsidiary, organisation, firm or other entity formed, purchased or otherwise acquired by the **Insured** described in Clause 1.9a. and 1.9b. during the **Period of Insurance** for incidents occurring on or after the date formed, purchased or acquired.

Provided the **Insured** as described above, shall:

- a. hold a controlling interest in such entity;
- b. advise the **Insurer** of its interest in such entity within a reasonable period following the date of attachment of such interest; and
- c. where the number of additional vehicles exceeds twenty-five (25) % of the **Insured Vehicles** declared at the inception of the **Period of Insurance**, declare to the **Insurer** the number and type of additional vehicles to be insured within sixty (60) days of acquisition or formation and pay such additional premium as may reasonably be required by the **Insurer**.

19.13. Difference in Excess – Hired in Vehicles

Where **Insured Vehicles** have been hired in by the **Insured** for the purposes of the **Business** and insurance is maintained by the hirer, this **Policy** extends to provide cover to the **Insured** for any difference in the **Excess** of this **Policy** and that of the hire company. The limit per claim payable in respect to cover provided by this clause 19.13 is \$1,500.

19.14. Errors and Omissions

This **Policy** shall not be prejudiced by an unintentional or inadvertent omission, error, incorrect valuation or description in respect of any **Insured Vehicle** given by the **Insured** provided that notice is given as soon as practicable upon discovery of such omission, error, incorrect valuation or incorrect description and the **Insured** pays such additional premium that may be reasonably required by the **Insurer**.

19.15. Registration of Vehicles

The cover granted by this **Policy** for loss or damage to property and/or loss of use of property shall not be prejudiced in the event that the registration of the **Insured Vehicle** is cancelled or suspended as a consequence of traffic or parking default provided that the **Insured** described in Clause 1.9.a. did not know that the registration of the **Insured Vehicle** had been cancelled or suspended at the time of the incident giving rise to the claim.

19.16. Salvage

If the **Insurer** declares an **Insured Vehicle** to be a total loss and the **Insurer** makes payment according to the cover provided by the **Policy**, the **Insured** must allow the **Insurer** to take possession of the damaged **Insured Vehicle**. If the **Insurer** does not take possession of the damaged **Insured Vehicle**, the **Insured** cannot abandon its responsibilities for the **Insured Vehicle**. Whether the **Insurer** does or does not take possession, the **Policy** will cover the costs and expenses to remove any signwriting, artwork, and any other equipment used in connection with the **Insured's Business** on, in or attaching to the **Insured Vehicle**.

20. Optional Endorsements to the Policy

The following endorsements to the standard cover will be deemed to be incorporated in this **Policy** only when specified in the **Schedule** as “Included”.

20.1. Confiscated Vehicles

The following is added to Section 9: Extensions Applicable to Section 1 of the **Policy**:

9.17 Confiscated Vehicles

Cover under Section 1 of this **Policy** is extended to include any vehicle that is confiscated, repossessed or for which the **Insured** accepts responsibility to insure, whether such vehicle is registered or not. Provided that cover only applies when such vehicle is in the care, custody or control of the **Insured** whilst being driven, towed, transported or stored.

The maximum amount payable under this Extension 9.17 for each vehicle is the Confiscated Vehicles **Sub-Limit of Liability** stated in the **Schedule**.

20.2. Carriage of Dangerous Goods – Full Limit

Exclusion 18.6 of the **Policy** is deleted.

20.3. Vehicles Let on Hire

Exclusion 18.9 of the **Policy** is deleted.

20.4. Vehicles used as a Tool of Trade

The following Extension is added to Sections 2 and 3 of the **Policy**:

14.8 Tool of Trade

Notwithstanding Exclusion 15.2, indemnify the **Insured** for use of an **Insured Vehicle** as a **Tool of Trade**, provided that the maximum amount payable in respect of this Extension 14.8 is the **Tool of Trade Sub-Limit of Liability** stated in the **Schedule**.

20.5. Underground Mining Equipment

Exclusion 18.5 of the **Policy** is deleted.

20.6. Terrorism

Exclusion 18.4 of the **Policy** is deleted.

20.7. Unlawful Use

Exclusion 18.10 of the **Policy** is deleted.

20.8. Event Clause

The following clause is added as a Condition to Section 1 of this **Policy**:

All losses or series of losses occurring during the following time periods shall be deemed to have arisen out of one event, and if this extension is operative, the application of **Excesses** only up to the aggregate amount noted on the **Schedule** in relation to this clause 20.8 will apply to the indemnity granted by Section 1 of this **Policy**:

- a. 72 consecutive hours for losses arising out of cyclone, hurricane, typhoon, windstorm, rainstorm, hailstorm, flood and/or tornado;

- b. 168 consecutive hours for losses arising out of earthquake, seaquake, tsunami, tidal wave and/or volcanic eruption;
- c. All losses arising out of bushfire (which term excludes campaign fire), including 168 consecutive hours for fires spreading through trees and/or grassland, irrespective of origin or location.

The **Insured** shall have the right to choose the date and time from which any such period of consecutive hours commences.

If losses occur over periods of greater duration than the time periods listed in (a) to (c) above, the **Insurer** may divide those losses into two or more events, provided that no two periods of consecutive hours overlap. No such period of consecutive hours may commence earlier than the date and time of the first recorded individual loss.

20.9. Claims Handling of Uninsured Losses

Where the **Claims Manager** handles claims on your behalf for losses not insured under this **Policy**, whether those claims are within the amount of the **Excess** or within an Aggregate Loss Limit, the **Insured** shall:

- a. If agreed, provide a Maintenance Float at the commencement of the **Period of Insurance**;
- b. Pay the amount of the Monthly Invoice within 30 days of receipt of such Monthly Invoice, or within any other time period as stated in the **Schedule**;
- c. Pay any applicable claims handling fee to the Insurer or **Claims Manager** as required by the invoice.

Privacy Statement

We are committed to protecting any personal information we collect, handle, store or disclose about you through our services. We will manage all personal information in accordance with the *Victorian Managed Insurance Authority Act 1996 (Act)*, the *Privacy and Data Protection Act 2014* and the *Health Records Act 2001*.

Collection and use of Personal Information

Personal information means information or an opinion that is recorded in any form, and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

We collect and record personal information through our client data collection processes which include our website, online forms and surveys. Some examples of when we may collect your personal information are when you:

- send us an email;
- use our online services, such as completing a form or survey electronically;
- register to attend training and events; and
- access our secure client portal on our website.

Personal information we collect can only be used for the purpose of performing functions under our Act and in accordance with all applicable laws and regulations.

Access and Correction

Please contact our Information Privacy Officer at privacy@vmia.vic.gov.au if you:

- want to access personal information (if any) that we hold about you;
- want to know more about what sort of information we hold, for what purposes and how we deal with that information;
- believe that personal information that we hold about you is not accurate, complete and up to date; or
- have concerns about your privacy rights.