# Adventure Rent Tasmania - Insurance Policy

# Insured Events

## 1. Accidental Damage

### What is covered?

Accidental damage to the car.

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## 2. Intentional Damage

### What is covered?

Damage to the car was caused intentionally.

### What is not covered?

Damage caused by, resulting or arising from an intentional act by:

- you or a listed driver;
- any person who has been given permission by you or a listed driver to drive the car; or
- any person acting with your or a listed driver's consent.

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## 3. Storm, Hail or Flood

### What is covered?

Damage to the car caused by a storm, hail or flood.

### What is not covered?

Damage caused by, resulting or arising from water entering the car due to it having blocked drainage systems, including sunroof drainage tubes.

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# Adventure Rent Tasmania - Insurance Policy

## 4. Fire

### What is covered?

Damage to the car caused by fire.

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## 5. Theft

### What is covered?

Theft, or damage to the car caused by attempted theft of the car.

### What is not covered?

Theft or attempted theft:

- if the ignition keys were left in the car;
- if the ignition keys were left near the car whilst it was unattended, including when left in a lock box or similar device;
- if the car was given to any person to sell;
- if the car was shown or advertised for sale and reasonable precautions were not taken to prevent its theft or damage. Reasonable precautions include accompanying the purchaser during a test drive, and taking a front and back copy of the person's driver's licence; or
- by deception. When selling the car, confirmation must be received from the seller's bank that payment for the sale has been made before releasing the car to any prospective buyer.

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## 6. Earthquake

### What is covered?

Damage to the car caused by earthquake.

# Extra Cover

The extra covers listed below are automatically included in your policy where it is stated that they apply. Where applicable, the most we will pay for each claim is noted.

## 1. Legal Liability

# Adventure Rent Tasmania - Insurance Policy

### What is covered?

The driver's legal liability arising from an accident in the contract period caused by the car or substitute car that results in third party property damage, where the driver of the car or substitute car is you, a listed driver, or anyone you have given permission to drive the car or substitute car.

This includes when the car or substitute car is being used to tow a trailer or caravan.

The most we will pay for each claim is **$20,000,000**, including all legal and defence costs and GST.

### What is not covered?

Damage to the car or substitute car, or a trailer or caravan being towed by the car or a substitute car.

If you have Comprehensive cover, refer to Insured Event: Accidental Damage for the cover provided for accidental damage to the car.

Any claim for legal liability for loss or damage to property that belongs to or is under the legal control of you or any employees working for you; except where the property is a building that you are renting with a written rental agreement in place and you are not responsible for insuring the building.

Legal liability:

- for death or personal injury to any person; or
- arising from any car that is being driven, or any trailer or caravan that is being towed, which is not roadworthy.

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## 2. Towing Costs

### What is covered?

The cost of towing the car to and from, and storage of the car at, the nearest suitable place for safekeeping after an insured event; for example, a nearby repairer or salvage yard.

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## 3. Personal Transport

This only applies if you have Comprehensive or Third Party Fire & Theft cover with us.

### What is covered?

Where we settle your claim after an insured event where the car could no longer be safely driven, we will reimburse you for the cost of personal transport:

- from the scene of the incident; or
- to and from the car's repairer.

You should arrange and pay for the personal transport and provide us with receipts.

The most we will pay for each claim is **$100**.

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## 4. Emergency Accommodation, Transport and Repairs

### What is covered?

The cost of emergency accommodation and transport, and emergency repairs to the car, after an insured event which occurred more than 100 kilometres from your home and where you could no longer safely drive the car.

You should arrange the emergency accommodation, transport and repairs and if a claim is accepted under this section, we will reimburse you for costs incurred.

The most we will pay for each claim is **$1,000**.

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## 5. Locks and Keys

### What is covered?

If the car keys are stolen, we will cover the cost of replacing or recoding the car locks and keys.

The most we will pay for each claim is **$1,000 after excess**.

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## 6. Additions to the Car

### What is covered?

We will replace the following items that are on or in the car where loss or damage to the items occurs as a result of an insured event:

- baby seat/s;
- personalised registration plates;
- towbar; and
- window tinting.

# Adventure Rent Tasmania - Insurance Policy

## 7. Contents Inside the Car

### What is covered?

Loss or damage to contents inside the car as a result of an insured event.

The most we will pay for each item is **$150**.

The most we will pay for each claim is **$750**.

### What is not covered?

Business items: these must be covered separately under the Optional Cover: Business Items.

Baby seats: these are automatically covered under Extra Cover: Additions to the Car.

### Contents Inside the Car – What is not covered?

Cash, other negotiables or any items which can be exchanged for cash, such as vouchers, money orders or tickets, smartcards or phone cards.

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## 8. Unbraked Trailer

### What is covered?

Your unbraked trailer is covered for its market value up to **$1,500** for the insured events listed below, when:

- it is being towed by the car;
- it is parked at the overnight address noted on the policy schedule; or
- you, a listed driver or anyone acting with your permission are using it at another location and it is unattended for less than 24 hours.

If you have Comprehensive cover, the insured events of Accidental Damage; Intentional Damage; Storm, Hail or Flood; Fire; Theft; and Earthquake are extended to apply to the unbraked trailer as if it was the car.

If you have Third Party Fire & Theft cover, the insured events of Fire and Theft are extended to apply to the unbraked trailer as if it was the car.

If the unbraked trailer is legally required to be registered, it must be registered in your name or the name of the registered owner of the car.

Trailers are not permitted for renters, therefor no cover will be provided for unauthorised persons.

# Adventure Rent Tasmania - Insurance Policy

### What is not covered?

- An unregistered unbraked trailer when it is legally required to be registered.
- The contents of the unbraked trailer.
- Business items: these must be covered separately under the Optional Cover: Business Items.

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## 9. Uninsured Third Party

If you have Comprehensive cover, this is more specifically covered under Insured Events: Accidental Damage where your car will be covered for the market value or agreed value as shown on your policy schedule.

### What is covered?

Accidental damage to the car if there was an uninsured third party driver of a motorised vehicle involved if:

- the third party was completely at fault for the incident; and
- you provide the full name and phone number of the third party, and one of the following: their address, their driver's licence number or the registration number of their vehicle that was involved in the incident.

If you are unable to obtain the third party details due to the circumstances of the incident, please contact us.

The most we will pay for each claim is the lesser of the market value of the car or **$5,000 after excess**.

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## 10. Temporary Replacement Cover

### What is covered?

If you sell or give away the car and replace it with another one, the replacement car will be covered for up to 14 days from the date you sell or give away the car.

The replacement car will be covered for the same level of cover as the car that it replaced; for example, if you had Comprehensive cover on the car you sold or gave away, the replacement car will also be covered for Comprehensive cover.

Where you have agreed value cover, the replacement car will be covered for its market value.

Where you have Comprehensive or Third Party Fire & Theft cover, the most we will pay for a claim on the replacement car is its market value up to a maximum of **$100,000**.

# Adventure Rent Tasmania - Insurance Policy

### What is covered? – continued

At the time you sell or give away the car, cover for the car that was sold or given away ceases immediately.

You must tell us about the replacement car within 14 days from the date you sell or give away the car.

To continue cover for the replacement car after 14 days from the date you sold or gave away the car, you will need to take out a new policy for the replacement car.

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## 11. Counselling Services

### What is covered?

Out-of-pocket costs for counselling sessions with an accredited counsellor resulting from an incident where a claim has been accepted for loss or damage to the insured property or in relation to legal liability.

This cover only applies to you, listed drivers and household members.

You should arrange the counselling sessions and if a claim is accepted under this section, we will reimburse you for costs incurred.

The most we will pay for each claim is **$1,500 per person**.

### What is not covered?

Additional costs incurred by attending counselling sessions; for example, transport and parking costs.

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## 12. Funeral Expenses

### What is covered?

Expenses incidental to a funeral, burial or cremation if the driver of the car sustains a fatal injury as a result of an accident while driving the car with your permission, where a claim has been accepted for loss or damage to the car.

The most we will pay in any one contract period is **$5,000** to the deceased driver's estate.

This is not applicable to renters of the vehicle and only applies to the rightful owner of the vehicle.

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# Adventure Rent Tasmania - Insurance Policy

## 13. Adventure Rent Tasmania Roadside Assist

This only applies if you have purchased optional roadside assist.

For emergency assistance, contact **Adventure Rent Tasmania Roadside Assist** using the contact details provided on your policy schedule or roadside assistance documentation.

Adventure Rent Tasmania Roadside Assist is a dedicated emergency roadside assistance service if the car breaks down or is immobilised. It is provided by a leading emergency assistance provider.

No fee is applied to the first two call outs in the contract period under this benefit. For each and every call out thereafter, you are required to pay the applicable roadside assistance call-out fee as shown in the Adventure Rent Tasmania Roadside Assist Terms and Conditions.

There are some things that are not covered. Please read the Adventure Rent Tasmania Roadside Assist Terms and Conditions for the full terms, including the limitations, exclusions and waiting periods that apply.

The Adventure Rent Tasmania Roadside Assist Terms and Conditions are subject to change from time to time. You will be provided with 30 days' prior notice for any materially adverse changes.

The Adventure Rent Tasmania Roadside Assist Terms and Conditions will be made available to you on request.

# General Exclusions

These general exclusions apply to all sections of your policy.

We will not pay for:

1. Repair of any damage that occurred outside of the contract period.
2. Repair of the car to a better standard, specification, condition or quality than existed prior to the incident covered by your policy.
3. Repair of any item that has poor or faulty design specification, materials, planning or workmanship, or a defect, unless that item is guaranteed under our Quality Guarantee.
4. Loss of value or depreciation of the car.
5. Loss of use or any other financial loss arising from or consequential to an incident covered by your policy; for example:
    - loss of income; or
    - unrecoverable costs associated with holiday or event bookings you can no longer attend.
6. Professional, expert, legal, consulting, or valuation costs, unless you obtained our prior written consent to incur these costs.
7. Mechanical, electrical or electronic, including computer software, breakdown or failure.

# Adventure Rent Tasmania - Insurance Policy

8. Costs which occur because of delays in delivery or availability of parts that are outside of our control.
9. Costs to replace the parts of a whole set that were not damaged or stolen in an incident.
10. Damage to tyres caused by wear and tear, braking, punctures, cuts, bursts or deflation for any reason.
11. Damage to road or other surfaces caused by the normal use of the car.

We will not pay for loss or damage:

12. To any illegal property or item; for example, counterfeit or reproduced goods.

We will not pay for loss, damage or legal liability:

13. If the driver of the car leaves the scene of an accident without lawful excuse, unless the car was stolen and reported to the police as soon as you became aware of the incident and you provide us with a police incident number.

We will not pay for loss, damage or legal liability caused by, resulting or arising from:

14. Flood, storm, hail or bushfire, during the first 72 hours, or other period noted on your policy schedule, of your policy first being purchased unless:

- you had another policy that expired immediately before the start of your policy with us and there was no break or change in the level or type of cover; or
- you bought the car on the same day your policy with us started.

Where you have increased your cover or reduced your excess within 72 hours, or other period noted on your policy schedule, of a flood, storm, hail or bushfire occurring, cover will be limited to the amount that was effective prior to the change.

15. The car being driven by a person who did not have your permission to drive, unless the car was stolen and reported to the police as soon as you became aware of the incident and you provide us with a police incident number.
16. The car being driven with your knowledge or consent by any person who:

- has a suspended or cancelled driver's licence;
- does not have a valid driver's licence of the correct type and class to drive the car; or
- does not observe the terms of their driver's licence.

17. You or a person with your consent driving the car and you or they:

- are under the influence of alcohol and/or a drug and/or any other intoxicating substance;
- have a blood alcohol level higher than the legal limit;
- refuse to supply a blood, breath or saliva sample when required to do so by law; or
- fail a drug test administered by the police service or government agency.

18. The car being towed illegally or being used to tow a trailer or any other vehicle illegally.
19. The car being used for transporting dangerous, hazardous or poisonous materials.
20. The car being used on a permanent or temporary racetrack or raceway, or in a four-wheel drive or adventure park, or for racing, trials, speed tests, pacing, contests, rallies, endurance tests, or skills tests.
21. The car being used in a reckless manner, unless the car was stolen and reported to the police as soon as you became aware of the incident and you provide us with a police incident number.

# Adventure Rent Tasmania - Insurance Policy

22. The car or trailer being used while it is overloaded, unsafe, not roadworthy, or not meeting relevant transport laws regarding registration and the correct use of a motor vehicle.
23. The car being used in a manner or under conditions inappropriate for the type of car or outside the manufacturer's specifications or recommendations.
24. The use or application of car parts or accessories which are not recommended or specified by the manufacturer.
25. The failure to properly replace and/or secure fuel, oil and other caps or lids fitted to the car.
26. The use of incorrect lubricants, fuels, oils, or other fluids which are not recommended or specified by the manufacturer.
27. Liquids escaping from the car unless the car was involved in an accident immediately before the escape.
28. Any incident that occurred outside of the contract period.
29. You, a listed driver, or any other person driving the car with your permission, admitting liability or agreeing or contracting to any liability that would not have existed otherwise at law.
30. Intentional or deliberate acts or omissions by you or any person acting on your behalf.
31. Any illegal activity, or while the insured property is being used for any illegal activity, by you or someone acting with your knowledge or permission.

We will not pay for loss, damage or legal liability caused by, resulting or arising from:

32. Fines, penalties or aggravated or exemplary damages.
33. Legal repossession or confiscation or lawful destruction of any insured item or property.
34. Any incident that occurred outside Australia.
35. Wear and tear, rust, corrosion, deterioration, structural fatigue, or structural failure; including roof and body seals.
36. Mould, rot, damp, or the effects of the climate or weather, unless as a direct result of an incident for which we have accepted a claim.
37. A process or system of cleaning, restoring, modifying, or repairing any insured property.
38. Poor or faulty design specification, materials, planning or workmanship, or a defect, unless you were not and could not reasonably have been aware of the problem prior to the incident; for example, if the defect was identified in any report that you received about the condition of your insured property or was reported to you in connection with previous work carried out on your car.
39. Asbestos.
40. The presence or possible presence of chemical or biological pollutant or materials.
41. Any radioactivity, nuclear fuel, nuclear waste or other nuclear material, nuclear weapon, or any nuclear detonation or explosion.
42. Military power, rebellion, revolution, terrorism, war or war-like activities, whether war is declared or not.
43. Looting, rioting or civil commotion.