



Downtime Insurance Cover

Definitions

Daily Indemnity Rate	the rate on the Policy Schedule.
Deferment Period	the period of time set out in the Policy Schedule either: (a) after the receipt by the company of notification of the loss; or (b) if the Insured requests that the vehicle be transported interstate for repairs, after the date the vehicle arrives at the place it is ultimately repaired.
Effective Date	the effective date shown in the Policy Schedule.
Indemnity Period	the period commencing immediately after completion of the deferment period but not exceeding the number of days shown in the Schedule.
Limit of Indemnity	the total amount of protection afforded under this cover.
Policy Schedule	the Schedule forming part of this cover.

Our Agreement

If you pay us the premium we agree that as from the effective date we will extend this Policy by providing you with a daily indemnity which will cover you for loss suffered within the indemnity period resulting directly from loss of or damage to your vehicle provided that liability in respect of such damage is admitted under the Policy and subject to the conditions and exclusions of this cover.

Section 1 The Cover

We will pay at our option:

- 1.1. (a) the daily indemnity rate during the indemnity period provided that the daily indemnity rate multiplied by the number of days loss of vehicle use does not exceed the limit of indemnity; and
(b) all reasonable and necessary costs (to an amount not exceeding \$500) incurred to reduce or prevent the loss that would otherwise be payable under (a) above provided that this amount when added to the amount referred to in (a) above does not exceed the limit of indemnity;

OR

- 1.2. the reasonable cost of hiring a replacement for your vehicle (or part thereof) provided that the daily hire cost does not exceed the daily indemnity rate and further provided that the daily hire cost multiplied by the number of days loss of vehicle use does not exceed the limit of indemnity;

until such time as the repairer states that repairs have been completed and that your vehicle has been repaired to its former state of roadworthiness.

Section 2 Exclusions

We will not pay:

- 2.1. For loss after the repairer states that repairs have been completed and that your vehicle has been repaired to its former state of roadworthiness,
- 2.2. For loss after we have declared that the vehicle cannot be economically repaired and agreed to treat any claim as being one of constructive total loss,
- 2.3. For loss attributable to any overhauls, inspections or modifications performed on your vehicle whether carried out in conjunction with the repairs to your vehicle or not,
- 2.4. For any fines, penalties or loss resulting from breach of contract or not as a result of or attributable to the loss of damage to your vehicle,
- 2.5. For any loss for a period greater than fifteen (15) days after the deferment period in the event that your vehicle is stolen and not recovered (provided that if your vehicle is recovered after such fifteen (15) day period has elapsed, we will reimburse you),
- 2.6. For loss attributable to time delays caused by or resulting from any changes in legislation or regulation measure or restriction imposed by any government of public authority,

Section 2 Exclusions (continued)

- 2.7. For loss attributable to any business of yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued,
- 2.8. In any other case a daily indemnity rate greater than the daily indemnity rate and in respect of any one claim or incidence an amount greater than the limit of indemnity,
- 2.9. For any loss which falls within the deferment period,
- 2.10. If your vehicle was hired out without your driver at the time of loss,
- 2.11. If your vehicle was in the possession of another party for the purpose of sale or rental at the time of the loss,
- 2.12. For any loss where the loss or damage claim does not exceed the vehicle excess.

Section 3 Claims

In the event of a claim, you must:

- 3.1. Use due diligence to permit all things to be done which may be reasonably practicable to assist with the repairs to your vehicle and minimise the loss,
- 3.2. Furnish us with all information and evidence which we may reasonably require to assess the loss.

Section 4 Conditions

Conditions specific to this cover

We will not insure you under this cover:

- 4.1. If your vehicle is not insured under this policy for loss or damage,
- 4.2. If your vehicle ceases to be insured under this policy for loss or damage then this cover will be cancelled and any refund will be subject to no claims having been made under this endorsement during the policy term,
- 4.3. If your vehicle is settled as a total loss under the loss or damage section of this policy and we have finalised your claim for the vehicle under this endorsement the cover will be cancelled with no refund.

Except to the extent that you cannot use your vehicle even though your vehicle may not be available following loss or damage otherwise covered under the policy is hereby waived, all other terms and conditions of the Policy shall apply to this cover.