



Full-Service Lease

Insurance Guide

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About this Guide

Lexus Financial Services (LFS) has arranged insurance cover under a master Policy for Lessees (and their authorised Drivers) who have entered into a Full-Service Lease. Lexus Financial Services, a division of Toyota Finance Australia Limited is the holder of the Policy and cover is extended to Lessees and their authorised Drivers.

The details of the coverage, terms and exclusions of the Policy are outlined in this Guide.

Terms used in this Guide

Some of the words in this Guide have a specific meaning. The beginnings of each of these words are capitalised to indicate their use throughout the Policy. These words and their meanings are listed below:

Accident or **Accidental** means a mishap (or series of mishaps) which:

- involved the Vehicle;
- arose from a single event; and
- was neither intended or expected by You, the Lessee, or any Driver of the Insured Vehicle.

Certificate of Insurance means the most recent Certificate of Insurance issued to You by Us, which shows the particular details of the insurance cover, and the current period for which the Vehicle is covered.

Defensive Driving Course means a paid professional driver education and training course that is:

- solely teaching defensive driving skills and is advertised as such;
- conducted under full-time, direct professional instruction and supervision;
- offered for sale to members of the public on a continuing basis; and
- does not include a track day, racing school or timed event.

Driver(s) means any person who is driving or in control of the Vehicle and includes You and Your authorised Drivers.

Excess means the amount(s) You must pay towards the cost of any claim under the Policy.

Full-Service Lease means your finance contract with Lexus Financial Services.

Full-Service Lease Payout means the outstanding amount due on the Full-Service Lease at the time the finance contract is terminated, calculated as the remaining rent and the residual value payable in relation to the Insured Vehicle.

Genuine Parts means original equipment manufacturer parts.

Lessee(s) means a person who has entered into a Full-Service Lease contract with respect to the Vehicle.

Market Value means the value of the Insured Vehicle immediately prior to the event that leads to a claim under the Policy, taking into

account such things as the Insured Vehicle's age, make, model, condition and kilometers travelled, and includes modifications options or accessories attached to the Insured Vehicle. The Market Value excludes costs and charges for vehicle registration, compulsory third-party insurance, stamp duty transfer, dealer warranty costs, transfer fees, dealer delivery and any other on-road costs. The insurer may use recognised industry publications to assist them to calculate the amount.

Performance Modification means a change which enhances or impacts the performance of the Vehicle for either on-road driving or off-road driving, by modification to one or more of the Vehicle's:

- engine (including upgrade to the engine control unit, fuel injectors or any other change which may alter the power produced by the engine);
- suspension (including but not limited to lift kits, GVM upgrades and airbag suspension kits);
- exhaust system;
- air filters;
- standard wheels or tyres by an increase of more than 1 inch in diameter and/or width;
- wheelbase or chassis; or
- exterior body by addition of a body kit.

Period of Cover means the current period for which the insurer has agreed to provide insurance as set out in the Certificate of Insurance.

Policy means the Lexus Full-Service Lease Comprehensive Motor Vehicle Insurance Policy between the insurer and Us.

Total Loss means, in the insurer's opinion, it would not be safe, economical, or practical to repair the Vehicle, or it has been stolen and not found within 14 days after the theft has been reported to the insurer.

Vehicle means the vehicle subject to the finance contract.

A **Vehicle** includes:

- the standard tools and accessories supplied by the manufacturer, provided they are in or attached to the Vehicle;
- any non-standard accessory fixed to the Vehicle, provided it has been fitted correctly; and
- any modification to the Vehicle, provided:
 - (a) it has been fitted correctly; and
 - (b) it is not a Performance Modification (unless We have advised the insurer of that Performance Modification and the insurer has agreed to cover it in writing).

We, Us, Our means Lexus Financial Services (LFS).

You, Your means the person(s) listed as the Lessee(s) on the Full-Service Lease Offer.

The protection the Policy provides

The Policy will cover You and any Driver that has Your permission to drive the Vehicle. Any Driver that does not have the permission of the Lessee to drive the Vehicle is not covered under the Policy.

If You or any Driver have a right to claim from anyone else, (including a Driver who does not have Your permission to drive the Vehicle) for loss, damage or liability covered under the Policy, You give the insurer any rights You have to make that claim to conduct, defend or settle any legal action (including any and all rights You have of any Driver to make a claim and/or conduct, defend or settle any legal action), and to act in Your name or the name of any Driver and You must not do anything which prevents the insurer from doing this.

Section 1: Cover for Accidental loss or damage to the Vehicle

The insurer will cover You for Accidental loss or damage to the Vehicle (incorporating fire and theft) in the Period of Cover. Based on the insurer's assessment of the loss or damage, if the insurer agrees to pay a claim it will either:

- a) arrange for the repair of the Vehicle; or
- b) pay Us or You the fair and reasonable cost of repairing the Vehicle; or
- c) declare the Vehicle a Total Loss, and either:
 - replace the Vehicle as provided for under 'Additional Benefits - Replacement with new vehicle after a Total Loss';
 - pay the Market Value; or
 - pay the Market Value of the Vehicle, plus an additional finance gap amount up to a maximum of 25% of the Market Value of the Vehicle as provided for under 'Additional Benefits - Total Loss of Vehicle under finance'.

Section 2: Cover for damage to other people's property

The insurer will cover Your legal liability to pay compensation for loss or damage to someone else's property caused by an Accident in the Period of Cover involving:

- the Vehicle; or
- a boat, caravan or trailer whilst attached to, or Accidentally detached from, the Vehicle.

The insurer will also cover the legal liability of:

- any Driver; and
- passengers who are in or getting into or out of the Vehicle.

The insurer will not cover legal liability:

- when the loss or damage occurs to property You and/or Driver of the Vehicle owns or for which they are responsible at the time of the Accident (including any items being transported by the Vehicle, or any boat, trailer or caravan being towed by the Vehicle); or
- if the Vehicle was being used without Your express or implied consent permission at the time of the Accident; or
- which is insurable under a statutory or compulsory insurance or compensation scheme or another Policy covering such liability; or
- for any liability You or a Driver agrees to accept without the insurer's express written consent, and where such liability would not have existed without that agreement.

The maximum amount the insurer will pay for legal liability arising out of any one motor vehicle Accident is \$20 million.

Additional Benefits

Baby capsules and child seats

If a claim is paid under the Policy for Accidental loss or damage to the Vehicle, the insurer will also pay up to \$800 to replace baby capsules or child seats fitted to the Vehicle which are:

- stolen from inside the locked Vehicle;
- stolen with the Vehicle; or
- damaged as a result of an Accident involving the Vehicle.

The insurer will not pay for items recovered in an undamaged condition.

Driving instruction

Learner Drivers

The insurer will provide cover while a learner Driver is driving or in control of the Vehicle for the purpose of driving practice.

This cover will apply provided that:

- the learner Driver holds a valid and current learner permit in their state or territory of residence; and
- the learner Driver meets all criteria and complies with all restrictions applicable to learner Drivers in the location where they are driving the Vehicle; and
- the learner Driver is accompanied by a fully licensed Driver who is at all times seated in the front passenger seat of the Vehicle as the instructing Driver; and
- the Vehicle is not used by You or any other Driver who normally has access to the vehicle for the purpose of earning income through driving instruction.

Any age Excess payable in the event of a claim will be that applicable to the fully licensed Driver providing the instruction.

Defensive Driving Courses

The insurer will cover damage to the Vehicle as a result of an Accident that happens while the Driver is participating in a Defensive Driving Course.

Emergency repairs

If a claim is paid under the Policy for Accidental loss or damage to the Vehicle, the insurer will also reimburse up to \$1,000 in emergency repairs to the Vehicle, which arose a result of the same Accident, and were necessary to enable the Vehicle to be driven safely following the Accident.

The emergency repairs required to be made to the Vehicle can be conducted without the insurer's prior agreement. The insurer will require You to provide the insurer with the receipts and/or invoices for all emergency repairs made to the Vehicle.

Emergency trip continuation

If the Vehicle cannot be safely driven following Accidental damage or theft more than 100 kilometres from Your place of residence, the insurer will reimburse the cost of essential:

- transportation for the Driver and their passengers to their intended destination or Your place of residence; and
- transportation to collect the Vehicle when it has been repaired; or
- temporary accommodation (room rental only) for the Driver and their passengers, up to \$200 per day in total.

The insurer will pay a maximum of \$1,000 per claim for emergency trip continuation costs.

This benefit is only payable if the insurer agrees to pay a claim under the Policy for Accidental loss or damage to the Vehicle, and the insurer will only cover emergency accommodation that is arranged after the Vehicle has been stolen and/or damaged in an Accident.

Emergency trip continuation costs can be incurred without the insurer's prior approval, but the insurer will need You to provide the insurer with receipts and/or invoices relating to these costs.

Glass cover

If the Vehicle's windscreen, sunroof glass, window glass or moonroof glass is Accidentally damaged, the insurer will repair or replace the windscreen, window glass or sunroof or moonroof glass with parts which meet applicable Australian Design Rules. The insurer will repair the damaged glass if it determines that it is safe, economical, and practical to do so. Any decision to replace (rather than repair) damaged glass will be at the insurer's discretion.

If glass breakage is the only damage sustained to the Vehicle as the result of an Accident, no Excess will be payable for the associated claim.

Keys, locks and barrels

If any of the keys or devices giving access to the Vehicle are stolen, or You believe on reasonable grounds they have been illegally copied, the insurer will pay up to \$2,000 per claim (over and above any basic Excess that applies to the insurance cover) for the replacement of the Vehicle's keys or devices and/or recoding of the Vehicle's locks and barrels. You must pay any basic Excess that applies.

The insurer will only provide cover under this benefit for stolen keys/devices if the theft of the keys/devices has been reported to the police, and police investigations conclude they are unlikely to be found.

Legal costs

The insurer will pay for all legal costs and expenses which may be reasonably incurred for any claim or action the insurer has defended in the name of You or any Driver in relation to the Policy, provided the insurer has given its prior approval for these costs.

Personal items

If a claim is paid under the Policy for Accidental loss or damage to the Vehicle, and that Accident results in personal items which were inside the Vehicle being stolen or damaged, the insurer will pay You or the Driver the market value for those personal items, up to \$1,500 per claim.

This benefit does not cover mobile phones, money, credit cards, cheques or jewellery.

You or the Driver must provide the insurer with any documents it reasonably requires to support a claim for personal items, such as receipts, evidence of damage or a police report relating to the stolen items.

Re-delivery costs

The insurer will cover what it considers to be the reasonable cost of transporting the Vehicle to the Vehicle's collection location once it has been repaired, or transporting the Vehicle to a repairer of the insurer's choosing prior to its repair.

Rental car

If the Vehicle is:

- stolen, and the theft is reported to the police and covered by the Policy; or
- Accidentally damaged, and the Accidental damage is covered by the Policy,

the insurer will provide rental car cover for up to 30 days while the Vehicle is unable to be driven as a result of the Accident. The insurer will arrange and pay for the cost of a rental car from one of its preferred suppliers. If a rental car is unavailable with one of its preferred suppliers, it will authorise You to arrange a rental car for up to 30 consecutive days and it will reimburse You for the cost of the rental car up to a maximum of \$100 per day (inclusive of insurance).

The insurer will provide this rental car benefit until the earlier of:

- the date the maximum period of 30 days ends; or
- the date the Vehicle has been found undamaged following theft; or
- the date the Vehicle has been repaired and is able to be driven; or
- the date the claim has been settled.

Please refer to 'Making a Claim - Rental Cars' for the insurer's standard conditions on rental cars (including insurance cover for the rental car) which apply to all rental car benefits in the Policy.

Replacement with new vehicle after a Total Loss

When the insurer declares the Vehicle a Total Loss because of Accidental damage or theft, it will replace it with a new vehicle of the same make, model and series (including all on-road costs associated with the new replacement vehicle), provided:

- such a vehicle is available in Australia;
- the Vehicle is within the first four years of its original registration at the time of the Accident;
- the Full-Service Lease associated with the Vehicle is not terminated; and
- the Vehicle was insured with the insurer under the Lexus Full-Service Lease Comprehensive Motor Vehicle Insurance Policy within the first year of its original registration, and continuously thereafter.

If a new replacement vehicle is available under this benefit, following a Total Loss, the decision to either accept the replacement vehicle or otherwise have the insurer pay the Market Value, will be at Your discretion. The insurer will also require Our written consent before replacing the Vehicle.

Any on-road costs the insurer pays in connection with the new vehicle will be less any refund received from the registration and Compulsory Third-Party insurance for the Vehicle. The insurer will require You to provide the insurer with written evidence of the refund amount.

Total Loss of Vehicle under finance

If the insurer determines the Vehicle is a Total Loss and:

- the insurer pays the Market Value; and
- the Full-Service Lease Payout amount is greater than the Market Value of the Vehicle,

the insurer will pay Us or You the Market Value of the Vehicle, plus an additional finance gap amount up to a maximum of 25% of the Market Value of the Vehicle, subject to any applicable Excess(es).

The finance gap will be calculated as the difference between:

- the Full-Service Lease Payout amount; and
- the Market Value of the Vehicle.

In calculating this difference any arrears or deferred payments, or amounts that have become due or payable and have not been paid, or associated penalty costs under the Full-Service Lease (where applicable) are excluded.

The insurer will not provide any cover under this benefit if it has replaced the Vehicle or made a payment under the 'Replacement with new vehicle after a Total Loss' benefit in relation to the same Accident.

Towing and storage

If the Vehicle cannot be driven safely following Accidental loss or damage for which the insurer pays a claim under the Policy, it will also pay the reasonable cost for the protection, removal and towing of the Vehicle to the nearest repairer or place of safety authorised by it.

Trailer, boat and caravan cover

If Your registered trailer, boat or caravan is lost, stolen or damaged as the result of an Accident which occurs while it is attached to the Vehicle (including if it becomes detached as a result of the Accident), the insurer will pay You the lesser of:

- \$1,500;
- the market value of Your trailer, boat or caravan, up to a maximum of \$1,500; or
- the fair and reasonable cost to repair Your trailer, boat or caravan (which the insurer will calculate by reference to factors such as age, make, model and condition of the trailer, boat or caravan).

The insurer will not pay for any property being carried in or on the trailer, boat or caravan, or for any item that is insured elsewhere against loss or damage.

Travel expenses

If the Vehicle cannot be safely driven following Accidental damage or theft less than 100 kilometres from Your place of residence, and You or Driver incurs expenses for:

- travel from the scene of the Accident, and/or
- transportation to and from the repairer the insurer authorises to repair the Vehicle; and/or
- transportation to and from a rental car agency,

the insurer will reimburse up to \$500 in total for the incurred expenses.

Receipts for payment of the expenses must be provided in support of any claim.

WHEN THE INSURER WILL NOT PAY A CLAIM

1. General exclusions

To make a claim under the Policy the insurer must be provided with honest, correct and complete information in a timely manner. Failure to do this may result in the insurer reducing or denying any claim made. In addition, the insurer will not pay any claim caused by or arising out of:

1. any war, act of terrorism, hostilities or warlike activities, invasion, act of foreign enemy (whether war is declared or not), rebellion, civil war, revolution, insurrection, military or usurped power; or
2. environmental, biological, chemical, radio-active or nuclear pollution, contamination or explosion; or
3. depreciation, wear and tear, rust or corrosion; or
4. mechanical, structural, electrical, or electronic breakdown or malfunction, or damage resultant from any software virus or computer chip failure; or
5. damage to tyres caused by brake application, punctures, bursting, or cuts, except where damage is as a result of an Accident; or
6. any loss, whether financial or otherwise, because the Vehicle cannot be used; or
7. any reduced value of the Vehicle after it has been damaged and repaired in accordance with the Policy; or
8. the failure of You or any Driver to take all reasonable steps to safeguard the Vehicle from loss at all times; or
9. lawful seizure or taking possession of the Vehicle by any person or organisation lawfully entitled to do so; or
10. the lack of availability of parts or accessories from within Australia necessitating special fabrication, air freighting costs or importation not normally included in the current manufacturer's Australia price list; (Where parts or accessories are not readily available the insurer's claims cost will be limited to the current Australian price list of the nearest equivalent part); or
11. costs incurred due to an unreasonable delay in You or the Driver notifying the insurer of a claim, or of a demand upon You or the Driver that may lead to a claim, fines, penalties or liquidated damages; or
12. You or any Driver of the Vehicle admitting liability or entering a contract, warranty or agreement, unless such liability would have existed if You or the Driver had not entered into such contract, warranty or agreement; or
13. intentional loss or damage caused by You or the Driver or a person acting with their express or implied consent; used; or
14. any costs associated with repairing any existing damage the Vehicle had prior to an incident which resulted in a claim; or
15. any costs associated with repairing faulty workmanship or incomplete repairs previously carried out on the Vehicle prior to an incident which resulted in a claim, except in circumstances where You are claiming under terms described in the insurer's Lifetime Repair Guarantee; or
16. contamination from natural, organic or corrosive substances (e.g. damage from tree sap or bird excrement); or

17. the Use of any incorrect type of fuel;
18. the Use of contaminated fuel (except where the fuel was purchased through a licensed and authorised fuel distributor); or
19. asbestos, asbestos products, or any materials containing any form or quantity of asbestos;
20. You or any other Driver continuing to drive the Vehicle in a damaged state.

2. Vehicle exclusions

The insurer will not pay any claim if, at the time of any Accidental loss, damage or liability which results in a claim, the Vehicle or trailer, caravan or boat attached to the Vehicle was:

1. in an unsafe or unroadworthy condition, or was carrying passengers or a load (including towing) in excess of that recommended by the manufacturer of the Vehicle, and this contributed to the loss or damage; or
2. being hired out or used for fare or reward (including the provision of rideshare services, fast food delivery and driving school instruction); or
3. altered by Performance Modification, unless We have told the insurer of that Performance Modification and the insurer has agreed in writing to cover it; or
4. being used or prepared for Use in any form of motor sport or contest, experiments, tests, trials or demonstration purposes; used; or
5. being used airside at an airport, airfield or aerodrome; or
6. in the custody of a motor dealer or prospective purchaser for the purpose of sale or consign-ment; or
7. being used for any unlawful purpose, including the carrying of hazardous or inflammable goods in excess of that permitted by government regulation, unless You can prove that such Use was without Your knowledge or consent; or
8. improperly or incorrectly fitted with any modification or accessory and this contributed to the loss or damage.

3. Driver exclusions

The insurer will not pay any claim if the Vehicle or trailer, caravan or boat attached to the Vehicle was:

- a. being driven by a Driver who was not licensed to drive the Vehicle; or
- b. being driven by or last under the control of a Driver:
 - whilst under the influence of alcohol or illicit drugs; or
 - who had a blood alcohol level in excess of the limit permitted by law in the state or territory where the loss or damage occurred; or
 - who refused to take a test to determine the level of alcohol or drugs; or
- c. being driven by a Driver after receiving advice from a medical practitioner not to drive, or whilst under the influence of prescribed medications that impair the ability to drive.

What to do in the event of a claim

Contact the insurer as soon as possible on 1300 622 302

At the Accident scene You or the Driver should:

1. try to prevent further loss or damage by doing everything reasonably possible to secure or recover the Vehicle and their property, to minimise any risk of further loss, damage or liability;
2. notify the police of the Accident, theft, loss or malicious damage, and keep a record of the incident or report number and other relevant details such as the name and station of the police officer; and
3. collect the details of any other drivers and vehicles involved (including vehicle registration numbers and full names and residential addresses of drivers), take photos of damage to all vehicles or property (if safe to do so), and if possible, obtain the insurance details and phone numbers of all drivers involved, and names and contact details of any passengers and witnesses.

You must also without delay:

1. complete the claim lodgment form and provide it to the insurer by emailing it to fleet@adica.com.au;
2. notify the police of theft, losses or malicious damage;
3. send any letter of demand, claim, writ or summons relating to an Accident involving a Vehicle to Adica by emailing it to fleet@adica.com.au; and
4. assist the insurer in every way it may reasonably require in connection with any claim or legal action relating to that Accident.

Your responsibilities when You claim on the Policy

The insurer will require You to:

- attend to all its reasonable requests to assist it in the management of the claim; and
- provide it with honest, correct and complete information in response to all its requests so that it can properly assess the claim; and
- immediately refer any communication from other parties to it so that it can respond on Our or Your or Driver's behalf.

You must never, without the insurer's consent:

- arrange or authorise any repairs to the Vehicle, unless the insurer has given its express written consent; or
- admit liability or guilt; or
- make a promise or offer to settle or partly settle the matter or defend the matter; or
- assign Our rights under the Policy to a third party.

What You must pay in the event of a claim

Excess

An Excess is the first amount You may have to pay toward the cost of a claim before the insurer provide any benefits under the Policy.

Types of Excess

There are two types of Excess, which are listed below. The Excess payable for any claim will be the total of all applicable Excesses added together, depending on the circumstances of the claim.

Basic Excess

The basic Excess is the standard Excess which may apply to each claim made under the Policy. The amount of the basic Excess is shown on the Certificate of Insurance.

Age Excess

The age Excess applies if the Driver of the Vehicle is under the age of 25 at the time of an Accident and is payable in addition to other Excesses when the insurer accepts the claim. The amount of the age Excess is shown on the Certificate of Insurance.

When is an Excess payable?

You must pay an Excess for each claim made under the Policy, other than in the circumstances described below where an Excess will not apply.

An Excess will not apply if:

- the insurer determines that the Accident was not the fault of the Driver of the Vehicle, and
- the insurer is provided with the contact details of the person who caused the Accident including their name, current residential address and vehicle registration.

The age Excess will not apply if the claim is for any of the following:

- theft or attempted theft; or
- loss or damage caused by an animal or a Weather event such as flood, hail or storm; or
- fire; or
- malicious damage; or
- damage to the Vehicle whilst it was parked.

You will also not be required to pay any type of Excess if glass breakage is the only damage sustained to the Vehicle, in accordance with the cover provided under 'Additional Benefits - Glass cover'.

When to pay the applicable Excess

- If You do need to pay an Excess, the insurer will advise whether this amount is to be:
- paid by You to the repairer or supplier when the Vehicle is collected after it has been repaired;
- paid by You to the insurer when it requests it; or
- deducted from the amount the insurer pays Us or You.

How the insurer settles claims

If the Vehicle has been damaged

When the insurer agrees to pay a claim for Accidental damage to the Vehicle and decide the Vehicle can be repaired, it will choose to either:

- arrange for the repair of the Vehicle; or
- pay Us or You the fair and reasonable cost of repairing the Vehicle.

Repairing the Vehicle and the choice of repairer

Once the insurer accepts a claim and decides the Vehicle can be repaired, it will arrange the repair work. To provide You with further peace of mind, any authorised repairs performed will be covered by the insurer's Lifetime Repair Guarantee. Refer to the section 'If the Vehicle has been damaged - Our Lifetime Repair Guarantee' below to find out more.

For Your convenience the insurer will choose the repairer, authorise the repairs and help to coordinate the quote and repair process. It may obtain two independent competitive quotations from repairers

it has chosen (where available) and select the most complete and competitive quote. If You wish You can choose a repairer to provide one of the quotes.

If the insurer does not consider a quote from Your chosen repairer to be competitive and/or complete, or it does not believe that the repairs to the Vehicle would be completed to a satisfactory standard, it reserves the right to authorise repairs to be carried out by a repairer nominated by it.

Our Lifetime Repair Guarantee only applies to repairs authorised by the insurer.

The insurer will need to inspect the Vehicle before repairs commence or when any further damage is found. If the Vehicle can be driven the insurer will arrange a time for You to bring the Vehicle to the repairer.

The insurer will only pay for repairs it has authorised.

Lifetime Repair Guarantee

The quality of workmanship and materials on all repairs authorised by the insurer will be guaranteed for the life of the Vehicle.

When it authorises repairs to the Vehicle and:

- it is a Lexus vehicle; and
- it was within the first five years of its original registration at the time of the Accident,

the insurer will always Use new Genuine Parts sourced through the manufacturer's Australian distribution channel in the repair of the Vehicle, except for the replacement of windscreens, sunroofs, moonroofs and window glass where Australian Design Rule compliant parts may be used.

In all other cases, the Vehicle will be repaired using Genuine Parts or parts consistent with the age or condition of the Vehicle, except for the replacement of windscreens, sunroofs, moonroofs and window glass where Australian Design Rule compliant parts may be used.

If replacement parts required for the repair of the Vehicle are no longer available, the insurer will pay what it would have cost to repair the Vehicle with those parts had they been available.

If there is any concern about the quality of the repairs completed by a repairer the insurer has authorised, please promptly contact the insurer. It will arrange for unsatisfactory repairs to be inspected and for the necessary rectification to be carried out. You must not authorise rectification work without the insurer's authority.

Contribution to repairs

Should the repairs being performed leave the Vehicle in a better condition than it was prior to the incident resulting in a claim, the insurer may ask You to contribute to the repair costs.

If the Vehicle is a Total Loss

Once the insurer accepts a claim and determines the Vehicle is a Total Loss, it will either:

- replace the Vehicle as provided for under 'Additional Benefits - Replacement with new vehicle after a Total Loss'; or
- pay the Market Value in accordance with the terms of 'Section 1: Cover for Accidental loss or damage to the Vehicle'.

The insurer will retain the damaged Vehicle, including any options and accessories and keep the proceeds of any salvage value. It will also retain any unexpired portion of the registration and Compulsory Third Party (CTP) insurance.

If the Vehicle has been stolen

If the Vehicle is found damaged within 14 days from when You reported the theft to the insurer and it can be repaired, the insurer will arrange the repair as set out under the section 'How the insurer settle claims - If the Vehicle has been damaged'.

If the Vehicle has not been found within 14 days, or is found damaged and cannot be repaired, the insurer will declare it a Total Loss if it has accepted Our claim. Refer to the section 'How the insurer settles claims - If the Vehicle is a Total Loss'.

Third Party Property damage claims

When the Use of the Vehicle results in damage to someone else's property the insurer will, subject to the terms of the Policy, cover Our legal liability and the legal liability of You or the Driver to pay compensation for any loss or damage caused. Refer to the section 'The protection the insurer provides - Section 2: Cover for damage to other people's property' for more information.

Personal items

If the insurer accepts a claim for a stolen or damaged personal item, it will pay You or Driver the market value of that item. The insurer will determine the market value by considering factors such as age, make, model and condition of the item at the time of the Accident.

The most the insurer will pay in total for all personal items stolen or damaged as a result of any one Accident is \$1,500.

Claim recovery

If You make a claim on the Policy, the insurer reserves the right to take action to recover any money paid by it. When it does this, it may need to take such action in Your name or in the name of any Driver, and therefore, You and the Driver must co-operate with the insurer and give the insurer any information and assistance it may require through to the completion of the claim. The insurer will meet all reasonable expenses associated with its action.

GST and Input Tax Credits

If You are registered for GST, You are required to tell the insurer of entitlement to any Input Tax Credits (ITC). If You do not tell the insurer of this entitlement, or if the information given to the insurer is incorrect, it will not be liable for any resulting fines, penalties or charges You incur. When the insurer calculates the amount of any payment it makes for a claim, it may reduce the amount by any ITC that You will be or would have been entitled to receive.

Rental cars

The insurer's standard conditions for rental cars

The following conditions apply to rental car benefits in the Policy.

1. The rental car must be arranged by the insurer or authorised by it based on the terms of the relevant benefit. The benefit will only be made available after a claim has been lodged with the insurer, and any applicable Excess(es) have been paid to it.
2. When the insurer arranges a rental car with one of its preferred suppliers, it will be covered by the Policy during the authorised hire period. If the rental car is damaged or stolen during the hire period a new claim must be lodged under the Policy, and any applicable Excess(es) must be paid to the insurer.
3. When the insurer authorises You to arrange a rental car, the rental car will not be insured under the Policy and the insurer recommends that You take out insurance for the rental car when You enter into the hire agreement. You will also need to provide the insurer with receipts for the rental charges being claimed in order to receive reimbursement.
4. The cost of fuel and any other costs associated with the rental car, or any additional hire costs will be Your responsibility. You must meet the rental conditions which apply, including driver age restrictions, daily kilometre allowances, vehicle return and pick-up locations and the deposit of any bonds.

5. The rental car must be returned within one business day of:
 - the insurer advising You that the Vehicle has been repaired and is able to be driven;
 - the insurer advising You that the Vehicle has been found undamaged and is able to be driven;
 - the expiry of the maximum cover period of 30 days under 'Additional benefits - Rental car'; or
 - the date the insurer settles the claim for the Vehicle.
 6. Should You fail to return the rental car within the applicable time period above, You will be liable for the daily rental car cost after this date.
7. The insurer will not pay for:
 - rental car costs incurred as a result of a delay by You in having the Vehicle repaired;
 - any costs incurred due to a delay in carrying out repairs by a repairer chosen by You; or
 - any costs incurred in hiring the car if the associated claim for the Vehicle is declined by the insurer or withdrawn by You.

CONTACT DETAILS

To make a claim, contact Adica:

Phone: 1300 622 302
Mail: Adica Insurance
PO Box 7212
Melbourne VIC 8004
Email: fleet@adica.com.au

For any other information about Your cover, or Full-Service Lease, contact Lexus Financial Services:

Phone: 1800 725 722
Email: fsl@lexusfinance.com.au

Lexus Financial Services

Locked Bag 900, Milsons Point NSW 1565

T 1800 725 722 E fsl@lexusfinance.com.au

<https://www.lexus.com.au/finance/personal-and-business/full-service-lease>