

Government of Western Australia Department of Finance

STATE FLEET AGENCY GENERAL AGREEMENT

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This document can be downloaded from the Internet: www.finance.wa.gov.au

REVISION STATUS

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<u>Note:</u> All requests for changes to this Agreement are to be made through the Contract Manager, State Fleet, on. (08) 6551 1449 or email <u>StateFleet@finance.wa.gov.au</u> attention: Contract Manager.

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1 SCOPE OF AGREEMENT

The contractual arrangement between State Fleet and the Agency will cover all vehicles leased by the Agency from State Fleet. The "WA Government Fleet Policy and Guidelines" document provides direction to Agencies on vehicle selection policy and requirements.

2 LEASE TERMS AND CONDITIONS

Lease Term

In relation to each new vehicle, Agencies should select the preferred vehicle; kilometre specification and vehicle lease term (refer Attachment 1). The Agency agrees to lease the vehicle to the end of the specified lease term and to return it promptly at the end of the term. All leases will commence and terminate on a common date being the 15th of the month.

Lease Payments

The Agency agrees to make monthly lease payments for each vehicle (including GST and any other taxes and charges) by the due payment date each month.

Lease Commencement

The commencement of a lease occurs when State Fleet makes payment to the Dealer for a vehicle, on the 15th of a month, and this normally is up to 30 days after the vehicle is received by the Agency. The Agency, in effect, has up to a month of vehicle use without incurring a lease invoice. This can be offset by a period of time at the end of the lease, between when an Agency relinquishes a vehicle for disposal and the Disposal Contractor receives the vehicle in saleable condition.

Lease Termination

The vehicle will only pass to the Disposal Contractor (auction house) after it meets the State Fleet Vehicle Return Standard as certified by the Inspection Contractor in conjunction with State Fleet's Disposal Manager. For a lease to terminate on the 15th of any given month, the vehicle must have been inspected, repairs undertaken and handed over to the Disposal Contractor in saleable condition on or before the 7th day of the month.

Failure to Return Vehicle at End of Lease Term

Where a vehicle lease is not terminated by the end of the lease term the Agency will be required to make a further monthly lease payment for each month beyond the lease term. Where the vehicle is not returned within 3 months of the end of the lease term State Fleet may, at its discretion, increase the vehicle rental. Agencies are encouraged to return vehicles at lease end, or alternatively (where it is available, and deemed practical to do so) agencies may pursue the option of a Lease Re-Hire.

Carbon Offset Charge

Under a Cabinet endorsed policy, State Fleet has established a Carbon Offset Program to offset the CO_2 emitted through vehicle fuel consumption. The cost of this program is passed on to Agencies through a Carbon Charge on the monthly State Fleet invoice. All Agencies are required to contribute to this program unless the Agency has its own equivalent approved program.

Overuse Adjustment

Where a vehicle exceeds its vehicle kilometre specification by more than 5,000 kilometres the Agency agrees to pay State Fleet an overuse adjustment. The overuse adjustment is 5c for every kilometre exceeding the first 5,000 kilometres. State Fleet will calculate the overuse adjustment at the termination of the lease and invoice the Agency at this time. The overuse adjustment reflects the anticipated loss in resale suffered by a vehicle due to its additional kilometres travelled.

Early Lease Termination (Early Return Adjustment)

If an Agency terminates a lease prior to the end of the lease term then the agency will be charged an adjustment equivalent to 80% of the remaining lease payments to the termination of the lease. State Fleet will calculate the adjustment at the termination of the lease and invoice the Agency at this time. The early return adjustment reflects the shortfall in rental payments needed to cover the capital depreciation on a vehicle.

Lease Re-Hire

State Fleet offers a facility where a vehicles lease term in months and/or lease kilometres may be amended via a Lease Re-Hire. The Re-Hire facility may be used to extend a lease (for a period up to the maximum term and kilometres for the vehicle type) or amend the term and kilometres to more closely align the lease with the actual usage and/or to possibly reduce the monthly rental charge of the vehicle. A prolonged change in the usage pattern of a vehicle may prompt a Vehicle Re-Hire in order to ensure the monthly rental and end-of-lease adjustments are minimised.

Agencies should approach their Fleet Management provider to identify potential cases for Lease Re-Hire. The Fleet Management provider will make recommendations, and provide quotations for monthly rental amounts resulting from Re-Hires. Agency requests for Lease Re-Hire must be submitted to the Fleet Management provider via e-mail.

Vehicle re-hire cases are still required to meet the Vehicle Return Standard and any applicable Lease adjustments (e.g. Early Return etc.) still apply.

Overdue Payments

State Fleet may, at its discretion, charge interest on overdue amounts at the current overdraft rate.

Residual Risk

State Fleet will carry the residual risk on the sale of the vehicle. The only exceptions to this are any vehicles where a Finance Lease applies and an estimated residual value has been agreed between State Fleet and the Agency concerned. Excluding Finance Lease vehicles, all State Fleet leased vehicles are considered to be on Operating Leases where State Fleet bears the risk of a loss on sale.

Vehicle Loss

Where a vehicle is damaged, and in the opinion of the insurer is not considered economical to repair, then the Agency or its insurer will be responsible for the payment of the termination value for that vehicle. The termination value for the vehicle will be calculated by State Fleet and is based on the debt principal outstanding on the vehicle at that time.

3 AGENCY UNDERTAKINGS ON VEHICLES

Agency Information

The Agency warrants that the lease specification (lease term and kilometre specification) chosen for a vehicle is reasonable and that other information supplied (usually via a Fleet Management provider, or directly) in relation to a vehicle is accurate.

Insurance

The Agency must effect and maintain insurance on State Fleet vehicles unless it has the express approval of State Fleet to self-insure. Where a vehicle becomes an insurance loss the Agency (or their Fleet Management provider) must advise State Fleet (via an electronic Casualty Occurrence Notice) within 30 days of the loss event. The Agency will continue to make lease payments until the 15th of the month after which this Notice is received provided the Notice is received by the 7th of the month.

Indemnity

The Agency indemnifies State Fleet against any claims or costs arising from the Agency's use of a vehicle.

Vehicle Maintenance

The Agency will keep vehicles roadworthy and in good order and ensure vehicles are serviced in line with manufacturer's recommendations and warranty requirements. Any equipment acquired with the vehicle must be returned with the vehicle at the time of first inspection. Service records and spare keys are to be sent with the vehicle to the Disposal Contractor.

Failure to service the vehicle according to schedule may not only render the manufacturer's warranty void but result in the Agency being liable to pay for the cost of any repairs attributable to the lack of servicing.

Vehicle Registration

The vehicle is to be registered in the name of the Agency. Registration is to be maintained until the vehicle is disposed of.

Vehicle Compliance

Under the Vehicle Acquisition Contract, Agencies will acquire new vehicles with current compliance (within 3 months for passenger vehicles and 6 months for commercial vehicles).

In some cases an Agency may (in conjunction with a Fleet Management provider) agree to acquire a new vehicle with a compliance/build month outside of these parameters. Whilst Fleet Management providers should seek a further discount for these 'older' new vehicles, State Fleet also reserves the right to adjust the rental of such vehicles, as the residual value may be affected by the extended age of the vehicle.

Vehicle Ownership

The Agency acknowledges that property and/or rights in each vehicle rest with the State Fleet and agree not to part with possession of the vehicle or encumber the vehicle in any way.

Vehicle Return Standard

Agencies are expected to return vehicles for disposal to meet the Vehicle Return Standard (outlined in Attachment 2). This includes any equipment that may have been fitted to the vehicle when purchased. Any vehicle returned that does not meet the Vehicle Return Standard will be repaired at the cost of the Agency to the extent that the refurbishment expense is warranted. This includes replacing any missing equipment or accessories. In unusual circumstances the level of repair may be negotiated with State Fleet.

Log Books, Manuals and Keys

The Agency will be responsible for returning the vehicle with its service logbook, driver's manual, spare set/s of keys (including the Master key) and wheel lock keys.

Vehicle Domicile

The vehicle is not to be used outside the State of Western Australia for a period of 7 days or more without the permission of State Fleet.

Date Interpretation

Where a payment date does not fall on a business day then the next business day shall be substituted for that date. Delivery to the Inspection Contractor must be within normal business hours on a business day.

ATTACHMENT 1: VEHICLE LEASE TERMS AND KILOMETRE SPECIFICATIONS

Kilometre Specification

Lease terms for passenger and commercial vehicles are available in the following standard kilometre specifications:

- Passenger vehicles 40,000 (SAT only), 60,000, 80,000 or 100,000 kilometres.
- Commercial Vehicles 40,000 (SAT only), 60,000, 80,000, 100,000 or 120,000 kilometres.

Lease Terms

The following standard vehicle lease terms are available:

- 6 months
- 9 months
- 12 months
- 15 months
- 18 months
- 24 months
- 30 months
- 36 months
- 42 months
- 48 months
- 60 months
- 72 months commercials only

Lease Term Selection

Agencies should select their preferred kilometre specification. Based on the expected annual vehicle usage (kilometres) the longest lease term should be selected that will allow the vehicle to travel up to the number of kilometres chosen. Fleet Management providers are available to assist in these matters.

Finance Leases

Finance Leases can sometimes be arranged with State Fleet in special circumstances involving heavy commercial vehicles and buses, vehicles with extensive fit-out, or high kilometre vehicles,. Finance Leases allow vehicles to run longer lease terms (usually 7 or 10 years) or to higher kilometre specifications so that the cost of the vehicles and accessories can be amortised over a longer period.

To arrange a Finance Lease, agencies need to approach State Fleet with a business case. This case would normally include the underlying business reason for seeking longer lease terms/higher kilometres as well as details of the model, fit-out, type, any alternative funding arrangements investigated, and the number of vehicles involved.

Where State Fleet approval is given for a finance lease, an approval reference will be provided to the Agency and Fleet Management provider. This approval reference will need to be quoted by the Fleet Management provider when acquiring vehicles.

ATTACHMENT 2: VEHICLE RETURN STANDARD

Your Guide to Fair Wear and Tear

State Fleet vehicles are a Government asset that should be properly managed and maintained. The lease rate set at the start of your lease was based on the assumption that when the vehicle is returned for disposal its resale value will cover the loan for that vehicle. State Fleet carries the residual risk when a vehicle is sold and agencies are responsible for returning vehicles in an acceptable condition.

To ensure the condition of the vehicle does not contribute to an unnecessary loss on sale, State Fleet has a Vehicle Return Standard.

What is *Fair Wear and Tear*? It is a term used, taking into account a vehicle's age, mileage and overall condition, from mechanical and the electrics through to bodywork and the upholstery, to determine the degree of deterioration judged to be reasonable/acceptable at the end of a lease period. It should not be confused with damage to a vehicle caused by inappropriate use, negligence or impact.

Where the boundary lies between what is *Fair Wear and Tear* is very much subjective.

It is difficult to be too prescriptive as no two vehicles have exactly the same condition. Even if the used condition is identical on vehicles, the effect on the expected sale price could still differ due to the types of vehicle. For example, buyers of a commercial vehicle will have different expectations than a buyer of a standard passenger vehicle.

With the help of its disposal contractors, and examining practices used by other fleet operators, State Fleet has created *Your Guide to Fair Wear and Tear*.

The aim of this *Guide* is to provide an accepted State Fleet standard that defines *Fair Wear and Tear* on passenger and light commercial vehicles when they are returned at the end of their lease.

This *Guide* includes:

- Detailed descriptions of State Fleet's vehicle return standards for all areas of the vehicle.
- A range of images to illustrate these standards. The images are examples only and not an exhaustive catalogue of unacceptable/acceptable vehicle damage.
- A detailed procedure of the return of your vehicle at lease end. An understanding of these procedures will help ensure the return process is as streamlined as possible.

Returning Your Vehicle

Causes of unreasonable wear and tear

The main causes of unreasonable wear and tear in a fleet vehicle are:

- Lack of regular checking by the vehicle user leading to faults and damage going undetected and unrepaired.
- Not adhering to the vehicle manufacturer's recommended maintenance and servicing schedule.

- Drivers not taking responsibility for the day to day care and maintenance of the vehicle.
- Poor quality of body repairs, leading to general neglect.
- Drivers provided with insufficient information to enable them to responsibly fulfil their obligation to maintain the vehicle.

User's responsibility

With the assistance of your Fleet Management provider, agencies are responsible for the monitoring, maintenance and repair of State Fleet vehicles. You should ensure maintenance and servicing of the vehicle follows the manufacturer's recommended schedule, using only approved servicing agents and approved quality parts. Regular spot checks, possibly related to distance travelled and use, should be carried out to ensure any issues with a vehicle and/or its operator are identified at an early stage. A thoroughly completed service book is to be maintained for each vehicle.

To maintain a vehicle in a safe, clean and roadworthy condition, and to avoid possible expense after the vehicle is returned agencies <u>must:</u>

- Ensure vehicles are capable of passing a Department of Transport Vehicle Examination at all times.
- Rectify any significant damage and mechanical problems as soon as is practicable.
- Carry out a minimum weekly check on oil, water and tyre pressure.
- Ensure vehicle service books are always completed by the servicing agent and available with the vehicle at all times.
- Regularly clean the bodywork, upholstery and trim.
- Not use the vehicle to tow beyond its capacity.

Servicing and documentation

Regular maintenance should be carried out by a franchised dealer or Fleet Management provider approved servicing agent according to the manufacturer's guidelines, using approved service parts and lubricants only. Any defects or damage that occurs during normal use should be rectified as soon as authority for repairs has been granted by the Fleet Management provider.

The vehicle instruction/log book, including the full service record and any other documents relating to vehicle equipment are the responsibility of the vehicle user and must be intact and available. All documents must be in the vehicle on its return – including any details of radio codes.

Appearance

Regular cleaning of both interior and exterior of the vehicle is required. The vehicle should be returned at lease end in a suitably clean condition to allow proper inspection of the paint, body and interior.

Additional equipment

Accessories such as car phones that have been installed are either to be removed, and any holes or damage should be made good to a professional standard, or the

equipment left in the vehicle. All standard equipment, such as seats, spare wheel and tools, together with non-standard or customised fittings originally supplied, must be returned at the end of the lease period.

Badges and labels

Non-standard badges, labels or advertising fitted to the bodywork or glass of the vehicle should be removed, with any damage caused by their attachment or removal made good. Any paint work colour fade due to the attachment of advertising is chargeable to the user. Advertising should never be painted directly onto the vehicle.

Keys and security

A full set of keys should be available. If the locking system is remote, the appropriate key should be available and functioning. Return of the master key which controls the vehicle's engine management system is mandatory.

If the vehicle was originally supplied with a security system, this should be intact and fully operational, including any key necessary for operation. Any additional, non-standard security system should be fitted according to a recognised standard.

Fuel

The vehicle must have at least a quarter tank of fuel.

Vehicle inspection and fixing faults

Your lease vehicle must be returned in a safe, legal and reliable mechanical condition, capable of passing a Department of Transport Vehicle Examination, with all safety features such as parking sensors in working order. It should also have no serious physical damage.

The vehicle will be inspected when it is received for disposal. The inspection will assess the interior and exterior condition of the vehicle including under body and mechanical areas. The inspecting officer will complete a Vehicle Inspection Report (VIR) which will identify all faults and areas of wear and tear. Areas identified as *Fair Wear and Tear* or minor damage that will not affect the possible sale price will be noted as 'Report Only'.

The inspection will also look for evidence that your agency has maintained the vehicle to the manufacturer's specifications (such as a stamped service manual). This will be noted on the VIR including where there is no evidence or the evidence is incomplete.

State Fleet expect that all refurbishment, fixing mechanical faults and servicing as outlined in the VIR will be paid for by the agency and completed before the vehicle is made available for sale.

Fixing mechanical faults and completing servicing is mandatory.

Failure to service the vehicle correctly as required by the manufacturer may void the manufacturer's warranty. This could lead to a claim against the agency during the three month warranty period after disposal if the fault is traced to incorrect or lack of servicing.

Where refurbishing or repairing the vehicle is deemed uneconomic, State Fleet may agree to sell the vehicle at a lower value with the agency making up any loss on sale.

Use of this Guide

This is a return standard rather than an indication of what damage will need to be repaired. These guidelines are based on two and three year old general passenger vehicles such as Camry, i30, and Commodore. Prestigious passenger vehicles, SUV's and commercial vehicles are not included in this guide.

Vehicle Exterior

Vehicle damage which causes the vehicle to be unroadworthy or unsafe, and major scratches and dents that penetrate the primer coat or base material must be repaired as and when it occurs. Vehicles must be roadworthy and safe at all times when in use. Rust seriously devalues a vehicle and therefore it is important that any repairs are carried out to a professional standard, with any applicable anti-corrosion guarantees taken into consideration. Obvious evidence of repair such as colour mismatch or mis-alignment between panels is unacceptable.



scratches relative to the age and mileage as long as they have not penetrated so that bare metal is visible or corrosion has set in.

Adhesive residue from the removal of exterior signs and decals that can be removed by normal detailing processes.





example, continual use of automatic car-washing.

Repairs that have not been carried out to an acceptable standard such as colour mismatch between panels.

Damage caused by bird excrement.

Salt water damage caused by prolonged exposure without sufficient, regular cleaning.

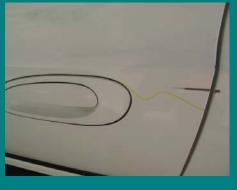
Excessive stone chipping that would decrease the value of the vehicle.

Use of incorrect or excessive adhesive sign residue that cause paint and panel damage.

Damage resulting from the improper use of tools to remove signage such as scratches, tears, scapes, etc.

Significant paint finish inconsistencies caused when paint under signage has not faded as much as the surrounding area.

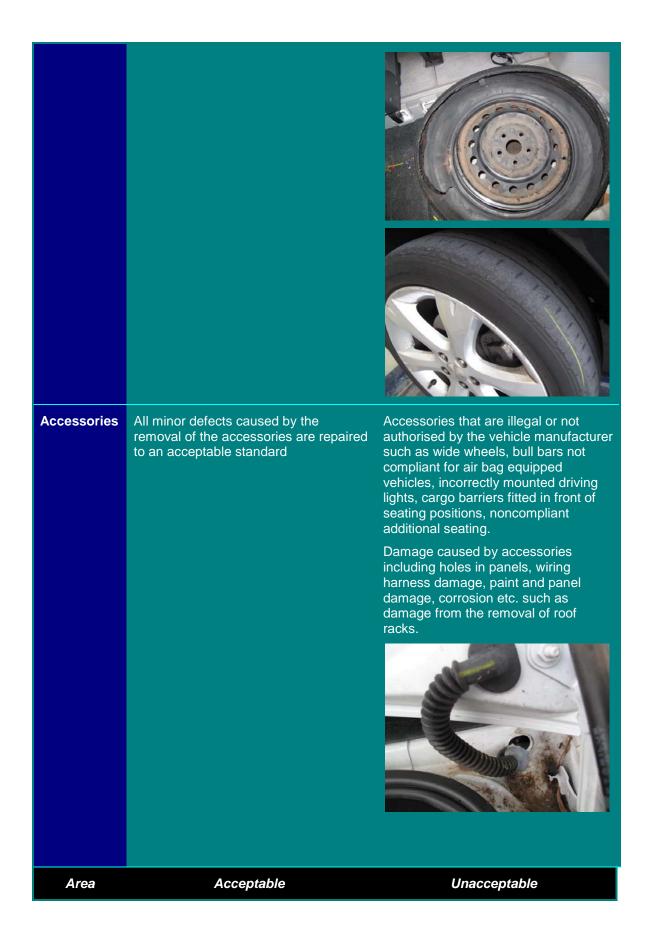
Significant paint finish inconsistencies where paintwork surrounding the signage has been resprayed resulting in an uneven finish when signage is removed.



Area	Acceptable	Unacceptable
Bumper sections and rubbing strips	A limited amount of scuffing and score marks on bumper sections and rubbing strips.	Scratches, chips and abrasions that penetrate the primer or base material. Damage that changes the original shape and basic structure of the bumper, or deforms the bumper brackets and supporting structure. Broken or missing components including mounting plugs, mud flaps, moulds, trims and number plate brackets. Damage to bumper bars or bumper bar brackets caused by the fitting of non-approved accessories. This includes holes drilled through bumpers and items welded to the bumper bars or bumper bar brackets.
Window glass	Light scratches and minor chipping around the periphery provided they can be repaired without replacing the windscreen and do not degrade the clarity.	Cracks or damage within the driver's line of sight. Damage that cannot be repaired and renders the windscreen unroadworthy. Tints applied to windscreens that do not comply with legislation.

Area	Acceptable	Unacceptable
Lamp glasses/lens	Minor scuffs or scratches provided they do not penetrate the lens.	Holes or cracks in the glass or plastic covers or lamp units.
	Approved additional lights that comply with the legislation.	Damage to the wiring of external lights (spotlights) caused by unauthorised tampering or repairs.
		The fitting of additional driving lights that do not comply with the legislation.
Exterior	Minor chips, scratches and degradation of the reflective components, provided it does not reduce the effectiveness or	Broken or missing mirrors.
mirrors and aerials		Damaged or bent mirror arms.
	roadworthiness of the mirror. Minor bends in the aerial that can be straightened, enabling the aerial to operate properly.	Scratched or damaged mirror covers that cannot be rejuvenated by normal detailing processes and require repainting.
		Electric aerials which will not function properly due to misuse and damage.

Area	Acceptable	Unacceptable
Tyres and rims	Normal wear and tear provided it is in keeping with the age and the distance the vehicle has travelled.	Premature wear and damage resulting from misuse, abuse and failure to maintain correct inflation pressures and wheel alignment.
	Damage resulting from tyre defects, provided the supplier accepts the defect as a warranty claim.	Bald tyres with tread depth of less than 1.5mm on the tread surface of the tyre.
	Punctures that can be repaired where further damage has not occurred through continued driving with the	Damage resulting from accidents or vandalism such as sidewall cuts and fractures.
	 puncture. Minor damage, provided it does not affect the safety, serviceability, trueness or tyre seal of the rim. Minor cosmetic damage to the wheel trims that result from normal use (excluding gutter strikes). 	Incorrect replacement tyres, fitted.
		Puncture damage resulting from the vehicle being driven on a deflated tyre.
		Damage to the wheel rim or the face of the wheel that affects the safety, serviceability, trueness, tyre seal and overall appearance of the vehicle.
		Excessive damage to the wheel trim.
		Spare wheel missing.
		Any vehicle wheels that are not identical to those supplied as original equipment, including spare wheel, that could devalue the vehicle.
Area	Acceptable	Unacceptable





Under Body Components

Area	Acceptable	Unacceptable
Radiator core	The radiator core is clear and unobstructed and coolant is not contaminated.	<text></text>
Underside	Minor damage that does not affect the roadworthiness, safety, driveability and resale value of the vehicle.	Significant damage that renders the vehicle unroadworthy. Corrosion and salt water damage caused by prolonged exposure without sufficient, regular cleaning. Excessive build up of mud and other road materials that prevent the true condition of under body components from being properly assessed.
Area	Acceptable	Unacceptable





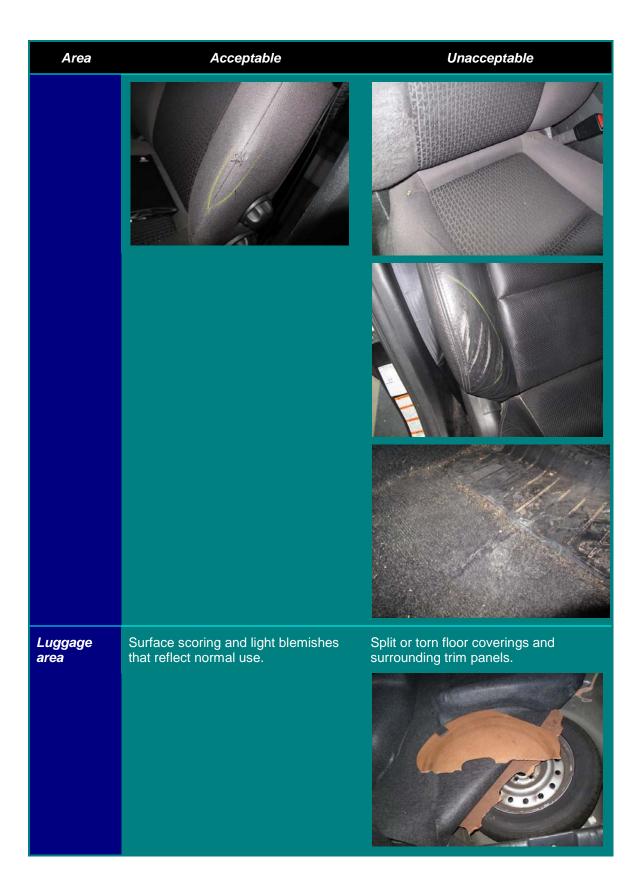
Mechanical Condition

Regular servicing and maintenance through an approved repairer in accordance with the vehicle manufacturer's servicing program should keep the vehicle in a roadworthy mechanical condition.

Area	Acceptable	Unacceptable
Brakes		Grooved brake discs caused by metal to metal contact.
		Brakes below legal limit.
Engine		Damage due to running vehicle with insufficient coolant, lubricating oil and with broken internal components.
Transmission		Slipping, erratic gear changing, clutch slipping, noisy transmission or ineffective synchromesh.
Fluids		Engine oil, transmission oil, radiator and water for windscreen wipers below the minimum level.

Vehicle Interior

Area	Acceptable	Unacceptable
Interior trim	Wear and non-permanent soiling through normal use. Repairs that are not readily visible. Fading caused by sunlight that is consistent with the age and use of the vehicle.	Visible burns, tears or permanent staining to the seats, headlining or carpets. Fading caused as a result of contact with chemicals and solvents. Damage caused by footwear marks or vandalism. Damage resulting from overloading, carrying inappropriate equipment or excessive force to the seat.



Area	Acceptable	Unacceptable
Door opening tread area	Scuffing to the door and luggage area treads providing paintwork has not been damaged down to bare metal and aperture seals are not torn.	
Dashboard and console	Minor staining that can be cleaned by normal detailing procedures. Accessories that do not require permanent screw holes or marks, and are installed by qualified staff. Minor scratches if detailing processes will adequately rejuvenate the material.	<text><text><text><text><text><text><text></text></text></text></text></text></text></text>



Area	Acceptable	Unacceptable
Seat belts	Minor staining that can be cleaned by normal detailing procedures.	Fading caused by contact with chemicals and solvents.
	Fading caused by sunlight that is consistent with the age and use of the vehicle.	Cuts, tears and abrasions resulting from misuse and restraining inappropriate items or equipment.
	Damage caused by defective materials, manufacturing faults or normal wear and tear (to the extent	Damage resulting from door strikes, animals chewing, or road abrasions caused by the buckle dragging.
	that the damage or wear does not render the vehicle unroadworthy).	Damage resulting from unauthorised modification of the vehicle and undeclared accident damage.
		Damage caused by misuse or restraining inappropriate equipment.