

# Austbrokers Secure Car Insurance

Product Disclosure Statement.

Allianz 

  
austbrokers

# About Austbrokers

This insurance policy is distributed by insurance brokers who are licensed members of Austbrokers Holding Limited ABN 60 000 000 715.

The Austbrokers Network was established in 1985 to give individual general insurance brokers the opportunity to enjoy the benefits of a larger group, yet still maintain that all important feel of independence. With a total turnover of over 2.5 billion dollars in general insurance premiums, the Austbrokers Network ranks within the top general insurance broking groups in Australia.\*

Austbrokers Holding Limited (“Austbrokers”) has entered into an arrangement with Allianz Australia Insurance Limited to develop financial products and services that are distributed by Austbrokers members.

For further information about Austbrokers Network please visit [www.austbrokers.com.au](http://www.austbrokers.com.au)<sup>†</sup>

## Important information about Austbroker’s advice

Any advice Austbrokers gives about this policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Austbrokers advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this policy we recommend you should read this insurance policy.

\* Current as at December 2014.

† References to third party websites in this document are provided solely as a convenience to you. Allianz has not reviewed all of these third party sites and does not control and is not responsible for any of these sites, their content or their privacy statement. Thus, Allianz does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party sites referred to in this document, you do so at your own risk.

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# About this booklet

This booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. The PDS contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, Terms and Conditions of the Policy, including the exclusions and obligations attaching to this product. Please read this booklet carefully.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any changes or corrections need to be made to the PDS a Supplementary PDS may be provided.

## Our agreement with you

The Product Disclosure Statement and the Policy Schedule form the legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, during the period of insurance shown on your Policy Schedule or any renewal period. Please keep them in a safe place for future reference.

The Policy Schedule contains details of your cover that are personal to you. It may contain information that changes the Terms and Conditions of your Policy such as, options that you have selected or special conditions that we have imposed.

The exclusions in the section(s) headed **When you are not covered** and conditions in the section headed **General conditions** apply to all types of cover.

The excesses set out in the section headed **What you must pay if you make a claim – Excess** apply to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

If you require further information about this product, please contact your appointed Insurance Broker.



## Insurer

This Policy is underwritten by Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

## About Allianz Australia

Allianz Australia Insurance Limited AFS Licence No. 234708, ABN 15 000 122 850 is the insurer of this Policy and is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

The contact details for Allianz are on your Policy Schedule.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

## Covers available

We offer the following three types of cover:

**Comprehensive Cover** – This covers your vehicle for accidental loss or damage as well as damage to property and other vehicles.

**Third Party Fire and Theft** – This covers your vehicle for a range of insured events including fire and theft as well as damage to property and other vehicles.

**Third Party Property Damage** – This covers damage to property and other vehicles.

## Significant risks

### **This product may not match your expectations**

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS carefully. Please ask your Insurance Broker if you are unsure about any aspect of this product.

### **Your sum insured or the cover selected may not be adequate**

It is important that you ensure all accessories and equipment insured are separately listed on the Policy Schedule otherwise the maximum amount the insurers will pay for any part or item will be its current market value.

### **Claim may be refused**

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

## Care and maintenance

If you do not take reasonable care to:

- protect and maintain the vehicle,
- prevent damage to others or their property,
- minimise the cost of any claim under this Policy, or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property,

we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

## The cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

Some factors that impact the calculation of your premium include;

where the vehicle is located, the sum insured and your previous insurance and claims history, driving history and age of driver.

## Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the *Insurance Contracts Act 1984*.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you renew, vary, extend, reinstate or replace the contract.

This duty of disclosure applies until the contract is entered into (or renewed, varied, extended or reinstated as applicable).

### **Your Duty of Disclosure when you enter into the contract with us for the first time**

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the contract.

## **Your Duty of Disclosure when you renew the contract**

Where applicable, we will tell you what your renewal duty of disclosure is prior to each renewal.

## **Your Duty of Disclosure when you vary, extend, reinstate or replace the contract**

When you vary, extend, reinstate or replace the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

## **What you do not need to tell us**

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

## **Non-disclosure**

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

## **Privacy Notice**

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

## **How we collect your personal information**

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

## **Why we collect your personal information**

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

## **Who we disclose your personal information to**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor

vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## **Disclosure overseas**

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## **Access to your personal information and complaints**

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am–6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

## **Telephone call recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

# The General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

## How to make a claim

Please contact your appointed Insurance Broker to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided at the end of this booklet.

## Dispute resolution process – helping you solve any problems

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. We have a free

internal complaints resolution process that can be accessed by contacting us on 13 2664 EST 8am–6pm. A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service

Phone: 1300 78 08 08

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

## Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it within the cooling off period and receive a full refund. To do this you may notify your Insurance Broker electronically or in writing within 21 days from the date the Policy commenced.

This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights however we, or your Insurance Broker, may deduct a pro-rata proportion of the premium for time on risk, reasonable administrative costs relating to the acquisition and termination of the policy and any government taxes or duties we cannot recover.

## Providing proof

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase of your vehicle or any accessories, and
- all service and repair records.

We may ask you for these if you make a claim.

You must be able to prove to us that you have suffered a loss that is covered by this Policy before we will pay you for it.



## Other party's interests

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

## How you can pay your premium

You may obtain a premium quotation from your appointed Insurance Broker and should arrange your method of payment with them as our premium collection agent by one of the following methods:

- in one annual payment to your Insurance Broker according to their business practices, or
- in monthly installments by direct debit from your credit card or from your account with your financial institution, which can be arranged by your Insurance Broker.

## Overdue premium

You must pay your premium to your Insurance Broker on time otherwise your Policy may not operate.

If you elect to pay an annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by direct debit installments and your first installment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by direct debit installments and any installment remains unpaid for:

- 14 days or more we may refuse to pay any claim,
- one month or more we may cancel this Policy.

You may have chosen to pay the premium for this insurance by direct debit from a financial institution holding your account or your credit card account. If you choose this option, the financial institution may dishonour the direct debit payment due to lack of funds in your account. If this

occurs, we may charge you for any direct and indirect costs which we incur arising from the payment being dishonoured.

## **Preventing our right of recovery**

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

# General conditions

## Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

## Other interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

## Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

## Changes

You must tell us immediately if during the period of insurance:

- the drivers of your vehicle change; or
- the place where your vehicle is regularly garaged/kept changes; or
- your vehicle is modified in a manner that affects its value or performance in any way; or
- the usage of your vehicle changes from private to business; or

- any finance on your vehicle changes.

When we receive this information, we may:

- alter the terms and conditions of your policy, or
- charge you additional premium, or
- decide not to offer to renew your policy.

If you do not provide the information immediately we may not pay a claim under the policy.

Before we agree to renew your policy you must tell us if, during the current period of insurance, you or any person who is a driver of your vehicle has:

- been convicted of or had any fines or penalties imposed for a serious criminal and/or driving offence and/or any crime involving drugs, dishonesty, arson, theft (including stealing a motor vehicle), illegal use of a motor vehicle, fraud or violence against any person or property, or
- been convicted of or had any fines or penalties imposed for any driving related alcohol and/or drug offence, or
- had a driver's licence cancelled or suspended or been disqualified from holding a driver's licence for any period, or
- been responsible for causing any motor vehicle accident, or
- had any motor vehicle damaged or stolen.

For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of nondisclosure, under the heading **Duty of Disclosure**.

## Salvage

We are entitled to obtain and retain any items or materials that are salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, if you agree to pay the market price for the items or materials.

## Adjustment of premium on renewal

If a claimable incident occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claimable incident on the day that the claimable incident occurred. This condition does not affect any other rights that we have, including the rights that we have under **Your Duty of Disclosure**.

# Terms and Conditions

## Words with special meanings

Some key words used in this Policy have a special meaning.

Wherever the following words are used in the Policy, they mean what is set out below:

Word or Expression	Meaning
Declined driver	means a driver to whom we have refused insurance cover under this Policy.
Excess	means the amount(s) shown in the current schedule which you must pay when you make a claim under your policy.
Nominated driver	means a driver who has been nominated under this Policy to drive the listed vehicle.
Period of insurance	the period shown on the Policy Schedule.
Policy Schedule	the schedule of insurance or any endorsement schedule we give you.
Substitute Vehicle	means a vehicle similar to your vehicle which has been hired or borrowed because your vehicle is being repaired, serviced or is not drivable because of a mechanical breakdown.
We, our, us	means Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

Word or Expression	Meaning
You, your	the person(s), companies or firms named on the Policy Schedule as the 'Insured'.
Your family	any member of your family who lives permanently with you, including your partner.
Your vehicle	the registered vehicle described in the schedule.

## Use of the vehicle

We cover your vehicle only when you are using it for the type of use shown on the Policy Schedule. It may be Private use or Business use.

### 1. Private use means

Your vehicle must be registered for "private use" only in your name and used for the following purposes:

- social, domestic and pleasure purposes,
- demonstration for sale,
- in connection with servicing, repairing and subsequent testing,
- for tuition, as long as it is not for payment,
- towing a caravan, trailer or vehicle, as long as it is not for payment,
- driving to or from work,
- in connection with your occupation or business as long as your vehicle is:
  - driven only by you, and
  - not used for collecting or delivering goods for reward, and

- not used to enable you to obtain sales orders or to sell or promote products or services, and
- not used for carrying on of a driving instructing business, and not used in connection with the motor trade.

## 2. Business use means

Your vehicle is registered for “business use”, but is used only for the following purposes:

- in connection with your business or occupation,
- social, domestic and pleasure purposes,
- demonstration for sale,
- in connection with servicing, repairing and subsequent testing,
- for tuition, as long as it is not for payment,
- towing a caravan, trailer or vehicle, as long as it is not for payment.

## Types of cover for your motor vehicle

We offer the following three types of cover. The type of cover you have selected is shown on the Policy Schedule.

### 1. Comprehensive

This cover provides:

- insurance against theft or accidental loss or damage to your vehicle,
- additional benefits – as set out in the **Additional benefits** section,
- insurance against legal liability for damage caused by your vehicle to the property of other people or injury to other persons – as described in Section 2.

The causes or events not covered are described under **When you are not covered**.



## 2. Third Party, Fire and Theft

This cover provides:

- insurance only against damage to your vehicle caused by fire, explosion, lightning, earthquake, theft or attempted theft,
- additional benefits – as set out in the **Additional benefits** section,
- insurance against legal liability for damage caused by your vehicle to the property of other people or injury to other persons – as described in Section 2.
- insurance against loss or damage to your vehicle arising from an accident caused solely and directly by the driver of an uninsured vehicle, up to the maximum limit specified, as described under the uninsured motorist's benefit under **Additional benefits**.

The causes or events not covered are described under **When you are not covered**.

## 3. Third Party Property Damage

This cover provides:

- insurance against legal liability for damage caused by your vehicle to the property of other people or injury to other persons – as described in Section 2,
- insurance against loss or damage to your vehicle arising from an accident caused solely and directly by the driver of an uninsured vehicle, up to the maximum limit specified, as described under the uninsured motorist's benefit under **Additional benefits**.

The causes or events not covered are described under **When you are not covered**.

# Section 1: Cover for your vehicle

## 1.1 What you are insured against

### The cover on your vehicle

We cover you against loss or damage to your vehicle shown in the Policy Schedule depending on the type of cover you have selected.

### Cover on your vehicle includes

- Standard equipment and standard tools for the particular make and model of your vehicle fitted by the original manufacturer.
- Any additional equipment or accessories including those fitted by the manufacturer or dealer up to 5% of your vehicle's market value or \$2,000, whichever is the lesser amount, unless they are specified otherwise on your Policy Schedule.
- Other tools and spare parts for your vehicle while in or on your vehicle up to \$250 in total.
- Theft or accidental loss or damage to your vehicle, depending on the type of cover you have selected.
- Any specified equipment, accessories or modifications shown on the Policy Schedule.

## 1.2 What you are NOT insured against

We do not cover your vehicle for the following:

- damage to its tyres caused by the application of brakes, road punctures, cuts or bursting, unless caused as a result of an incident covered under the type of cover you have selected or people acting maliciously,

- depreciation, wear, tear, rust or corrosion,
- failure or breakdown of a structural, electrical, mechanical or electronic nature,
- faulty design or workmanship of your vehicle parts. However, we do cover you for loss or damage to your vehicle resulting from faulty design or workmanship if such loss is otherwise covered by this Policy,
- mechanical damage caused by escape of oil or coolant unless whilst your vehicle is being driven by a thief.

## 1.3 What we pay for loss or damage

At our option we treat the loss or damage as a:

- partial loss, or
- total loss.

These types of losses are defined below and we settle on the terms described:

### a) Partial loss

If we decide to repair your vehicle, we will repair it to a similar condition to that which it was in before the loss or damage occurred.

If it is necessary to repair it to a better condition than it was in before the loss or damage occurred, then we may ask you to contribute the additional amount to repair it to the better condition.

If you have insured any accessories we will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear.

We are entitled to replace damaged parts with new or used parts of similar age and condition to those being replaced.

## b) Total loss

Total loss means when in our opinion, the vehicle or trailer is so badly damaged that it would not be either safe or economical for us to repair or when it has not been found within 14 days of you reporting its theft to us.

We will not treat a vehicle as uneconomical to repair if the salvage value to us plus the cost of repairs to us is less than the:

- replacement value – where a total loss gives you the right to a replacement vehicle under the policy, or
- agreed value – if your vehicle is insured for an agreed value, or
- market value – if your vehicle is insured for market value,

unless otherwise notified to you by us in writing.

### **Market value means**

The cost to replace your vehicle with a vehicle of the same make, model, age and condition as your vehicle immediately prior to the loss or damage but excluding costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees. If applicable, "market value" will be shown as your type of cover on your Policy Schedule.

### **Agreed value means**

The fixed dollar amount stated on the Policy Schedule for which your vehicle is insured for in each period of insurance regardless of any price change for your vehicle during that period.

The agreed value amount is shown in your Policy Schedule and includes the value of insured accessories and equipment.

## **Replacement with a new vehicle**

We will replace your vehicle with a new vehicle of the same make, model, engine size, features and paint type including any modifications, options and accessories, so long as it is available in Australia and:

- your vehicle is a total loss, and
- you purchased it new (or as a demonstrator model) from the manufacturer or their dealer, and
- where your vehicle is financed, your financier has given us written consent, and
- your vehicle is less than three years old from when it was first registered and has not travelled more than 70,000 kms.

If a new replacement vehicle is not available, we will pay you either the market value or agreed value of your vehicle, whichever is shown in the current policy schedule. We will decide what is reasonable.

If the Excess is applicable it is payable to us before we replace your vehicle.

We also pay the registration, stamp duty and dealer charges for the period registered but not exceeding 12 months on the new vehicle but any refund of registration fees or stamp duty applicable must be refunded to us.

This replacement cover will not apply if we have to pay any part of the agreed value or market value to a credit provider.

If we replace your vehicle the policy will cover your Replacement Vehicle free of charge until the expiry of your current period of insurance.

## **Financier**

If your vehicle is the security for any finance arrangement and the name of the financier is noted on the Policy Schedule, then:

- we have the right to make claim payments to the financier, and

- any payment made to the financier will satisfy our obligation to you under this Policy for the amount paid.

### **Salvage**

If we replace your vehicle or pay you the market value or agreed value, your vehicle in its damaged condition becomes our property.

### **Payment of unpaid premium when your vehicle is a total loss**

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle, the amount of any unpaid premium for the period of insurance will be deducted from the amount payable to you.

### **No return of premium after a total loss**

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle, no return of premium will be made for any unused portion of the premium and the policy will be cancelled. If, however, you have replaced your vehicle with the same make and model, the policy will continue until expiry. You must provide the details of the vehicle you have purchased within 14 days of settlement of your claim.

# Section 2: Cover for your legal liability

## 2.1 Property damage

### Damage to property

We will pay the amount you or any person you have allowed to use or be in charge of your vehicle, may be held legally liable to pay for accidental damage to property belonging to other people caused by or arising out of the use of:

- your vehicle or goods falling from your vehicle, and
- any trailer or caravan attached to your vehicle.

### Property under your control

We do NOT cover the legal liability of you or the driver of your vehicle for damage by your vehicle to any property belonging to you or the driver of your vehicle, or any property in your or the driver's care or custody, except to:

- a residential building that you are renting or is on loan to you, or
- employee's or visitor's vehicles and their contents while contained in a car park provided by you.

### Substitute vehicle

We cover your legal liability, up to the maximum policy limit of \$30,000,000 to pay for accidental damage by a registered vehicle being used by you as a substitute vehicle while your vehicle is being serviced, repaired or is not driveable.

We give you this benefit only if:

- one substitute vehicle is being used at any one time in place of your vehicle,
- the substitute vehicle is not already covered under another insurance policy, and

- the substitute vehicle is not owned by you and you have the owner's permission to drive it.

## Your employer's or principal's liability

We will pay the amount your employer, principal, partner or passenger may be held legally liable to pay for accidental damage to property belonging to other people as a result of an incident covered by this Policy while you are using your vehicle on business as long as it is not a use that is excluded by this Policy as described under **Use of the vehicle**.

## Maritime liability

If your vehicle is being transported by sea or river between Australian ports, we will pay your contribution for your vehicle if "general average" is declared.

General Average is declared when goods or cargo are thrown overboard to safeguard the vessel and the remaining property on the vessel. The expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo are shared by those whose property were saved.

## What we pay for legal liability for damage to other people's property

We will pay up to the maximum amount of \$30,000,000, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under the heading **Property damage**, in this section.

## 2.2 Injury to other persons

We will pay the amount which you, or a current licensed driver, using or in charge of your vehicle with your permission may be held legally liable to pay by way of compensation or damages (excluding aggravated, punitive or exemplary damages) for death or bodily injury to persons arising out of the use of your vehicle.

**We do not cover** legal liability for death or bodily injury to:

- you or any person driving, using or in charge of your vehicle, or



- an employee of yours or who is deemed by any law to be your employee arising out of their employment with you.

**We do not pay if:**

- your vehicle is not registered
- you or any person using your vehicle:
  - is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
  - would have been entitled to be covered under any such scheme as it existed at the commencement date of the period of insurance, even though there may have been a change in the law during that period of insurance, or
  - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
  - would have been entitled to be covered under any such scheme but the amount of compensation payable is calculated as nil, or
  - would have been entitled to be covered under any such scheme had cover not been refused because you did not:
    - register your vehicle,
    - apply for cover under the scheme, or
    - comply with a term or condition of the scheme.

**What we pay for legal liability for injury to other persons**

We will pay up to the maximum amount of \$30,000,000, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under **Injury to other persons** and **Damage to property**.

However, if at the time of the incident giving rise to a claim you or any other person entitled to indemnity under this

benefit is the holder of another policy issued by us which provides a similar cover, then the maximum amount we will pay is the higher of the amounts provided by any of the policies.

## 2.3 Passengers

We will insure under clause 2.1 and 2.2 a passenger who is lawfully travelling in or getting in or out of your vehicle or a substitute motor vehicle.

## 2.4 Legal expenses

We will pay your reasonable legal costs and expenses in defending or settling claims if you have our agreement in writing. We pay this in addition to the amount payable under **Damage to property** and **Injury to other persons**.

# Additional benefits

We give you the following additional benefits depending on the type of cover you have selected:

## Change of vehicle

### – Applies to all types of cover

We will hold covered any permanent replacement vehicle, from the time of its purchase for 30 days under the terms of this Policy if you:

- have disposed of the replaced vehicle, and
- bear any additional excess applicable to the replacement vehicle in the event of a claim.

If before you have given us full details as required above, the replacement vehicle is damaged or stolen, the maximum amount payable is the purchase price of the replacement vehicle up to:

- \$150,000 in the case of Comprehensive Cover, or
- \$10,000 in the case of Third Party Fire and Theft Cover.

If you give us details of your replacement vehicle within 30 days of its purchase we will insure it for the remainder of the period of insurance, if it is acceptable to us and you pay us any additional premium we may require, or you may cancel the policy at your choice.

If your replaced vehicle was due to a total loss claim under this Policy this benefit does not apply.

## Car sharing agreement

### – Applies to all types of cover

We will pay for accidental loss or damage according to the type of cover selected, when your vehicle is being used in a car sharing agreement, including travelling to and from work, as long as any payment by passengers does not involve commercial use for profit.

## **Towing costs**

### **– Applies to Comprehensive and Third Party Fire & Theft covers**

If your vehicle is towed following an accident or theft covered under the policy, we will pay for the reasonable costs of:

- towing your vehicle to the repairer nearest to where it was damaged, or
- any other place that we first approve.

## **Cleaning up after an accident**

### **– Applies to Comprehensive cover only**

In addition, we will cover your legal liability to pay for the cleaning up of any debris of your vehicle following an accident.

The maximum amount we will pay is \$1,000 for any one accident.

## **Returning your vehicle after stolen**

### **– Applies to Comprehensive and Third Party Fire & Theft covers**

We will pay for the reasonable costs of returning your vehicle to the place where it is normally parked if it is found after being stolen.

Should the cost of returning the vehicle plus the necessary repairs exceed the relevant agreed value or market value at the time of the theft, we reserve the right to treat the vehicle as a total loss.

## **Hire car costs following theft**

### **– Applies to Comprehensive cover only**

If your vehicle is stolen, and the theft is covered under this Policy, we will arrange for you to be provided with a hire car:

- until your vehicle is recovered undamaged and you have been told of its location, or

- until your vehicle is recovered damaged and the damage is repaired, or
- until we settle your claim by paying the agreed value or the market value, or
- for a maximum of 21 days,

whichever happens first.

The maximum we will pay is \$2,000 for any one event.

We will not pay for:

- a hire car unless its hire has been arranged by us or approved by us,
- the cost of fuel used during the rental period, or
- any accidental loss or damage to the hire car

If a hire or loan car is not available, we will pay you a daily travel allowance of \$30.

## **Trailer and caravan cover**

### **– Applies to Comprehensive cover only**

We will pay for theft, or accidental loss or damage to any trailer or caravan which is owned by you or for which you are responsible while it is:

- attached to your vehicle, at the time of the claimable event, or
- detached from your vehicle but within the domestic land boundaries of your usual home as long as it was not in a common area of home units, flats and the like.

We do not pay for any property in or on the trailer or on/in the caravan.

The maximum amount we will pay is the lesser of \$2,000 or the market value of the trailer or caravan.

## Personal property

### – Applies to Comprehensive cover only

We will pay for the loss of or damage to personal effects and clothing belonging to you, your spouse, your de facto or dependant children which are:

- damaged in a collision involving your vehicle, or
- stolen from your locked vehicle through violent or forcible entry, or
- stolen at the same time as your vehicle.

Personal property includes effects and items owned by you which are designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments, or
- firearms, or
- tools or items used in connection with a business or occupation.
- personal music devices or portable Global Positioning Systems (GPS) or items that are listed under **What you are NOT insured against**.

The maximum amount we will pay is \$1,000 for any one event.

## Travelling and accommodation expenses

### – Applies to Comprehensive and Third Party Fire & Theft covers

We will pay for any reasonable additional travel or accommodation expenses resulting from a claim for accidental damage, fire or theft to your vehicle we accept under this Policy, as long as at the time of accident, fire or theft your vehicle was more than 100 kilometres from the address where it is normally parked at night.

We will not pay if you had intended to pay for overnight accommodation in any event.

Travelling expenses extends to include the collecting of your vehicle following repairs.

The maximum amount we will pay for accommodation expenses is \$250 for any one night and \$2,500 any one event.

The maximum amount we will pay for travelling expenses is \$2,500 for any one event.

## **Child seat or baby capsule**

### **– Applies to Comprehensive cover only**

In addition, we will pay for loss or damage to a child's seat or baby capsule that is stolen from your vehicle or damaged in an accident or fire while in your vehicle.

The maximum amount we will pay is \$500 for any one event.

## **Locks and keys**

### **– Applies to Comprehensive cover only**

If your keys are lost, destroyed or damaged, stolen or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will choose to either pay the costs of replacing and recoding the locks or we will re-key and/or recode the locks. We will pay up to \$2,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under this Policy. However, we will only cover theft of the keys if the theft of your keys has been reported to the Police.

## **Artwork and sign writing**

### **– Applies to Comprehensive cover only**

In addition, we will cover you for loss or damage to artwork or sign writing or fixed advertising signs or materials forming a permanent part of your vehicle at the time of the loss or damage. We will pay up to \$2,000 for any one event.

# Driver accident compensation benefit

## – Applies to Comprehensive cover only

We will pay the following scale of benefits to the driver of your vehicle who is injured as a result of an accident while driving your vehicle if:

- the driver was driving your vehicle with your consent
- the claim has been accepted under this Policy, and
- the driver is not entitled to any benefits under any compulsory statutory insurance scheme or accident compensation scheme, or would have been so entitled if:
  - it were not for the application of any excess or deductible applying under the scheme, or
  - compensation under the scheme had not been refused, because you did not register your vehicle or apply for cover under the scheme.

## Table of injury and benefit

Injury	Benefit
Quadriplegia (total paralysis of both legs and both arms)	\$100,000
Paraplegia (total paralysis of both legs and a part of or the whole of the lower half of the body)	\$75,000
Permanent Total Disablement	\$50,000
Loss of entire sight in both eyes	\$25,000
Loss of entire sight in one eye	\$10,000
Permanent total loss of use of one limb (at or above the wrist or ankle) if the disability has continued for at least 12 months and in our opinion is beyond the reasonable possibility of improvement	\$10,000



The disability must occur within 90 days of the date of accident for any of the benefits to be given.

We will pay only one of the benefits mentioned above for any one accident.

We will not pay a claim unless the injured person undergoes any medical examinations during any period we may require in order to assess the claim. (We will arrange the examinations and pay the costs.)

## **Funeral benefit**

### **– Applies to Comprehensive cover only**

As a result of an accident in an insured vehicle covered under the Policy your driver sustains a fatal injury, whether or not death occurs at the time of the loss, we agree to pay for associated burial or cremation costs and include travel costs within Australia for the deceased driver or any member of the immediate family. This benefit will not be reduced by any accident compensation and we will pay up to \$5,000 in total for any one period of insurance.

## **No Claim Bonus benefit**

### **– Applies to Comprehensive cover only**

For each claim free period of insurance, you will accumulate a discount off your next motor vehicle insurance premium up to a maximum amount. This maximum amount will vary according to the State or Territory in which your vehicle is garaged/kept. Any no claim bonus entitlement you hold with another insurance company is transferable. You may be required to provide documentary evidence of your current no claim bonus entitlement.

Premiums are calculated prior to a no claim bonus discount being applied. The premium for a policy may increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

## Faultless No Claim Bonus benefit

If you have been involved in a collision with another vehicle, we will not penalise your No Claim Bonus entitlement when you renew your Policy if:

- you can satisfy us that the collision was the fault of the driver of another vehicle, and
- you tell us the registration number of the other vehicle and the full name, licence number and address of the other driver.

We give this benefit only if we are allowed legally to recover the amount of any loss including any applicable excesses from a third party.

This benefit does not apply to windscreen, window glass, mirror glass or sunroof glass damage only claims.

With regard to road accident liability, we will consider you to be “faultless” if we find that you are less than 50% to blame for any collision. We will be solely responsible for determining to what extent you contributed to the cause of an accident.

## Windscreen claim benefit

### – Applies to Comprehensive cover only

We will not apply an excess for the first broken windscreen, window glass, mirror glass or sunroof glass only claim in any one period of insurance. Furthermore, we will not reduce the applicable No Claim Bonus for any broken windscreen, window glass, mirror glass or sunroof glass only claim.

## Uninsured motorist’s benefit

### – Applicable only if Third Party Fire & Theft cover or Third Party Property Damage cover was selected

We will pay for accidental loss or damage to your vehicle, if you can satisfy us that the accident which gave rise to the claim was caused solely and directly by the fault of the driver of another vehicle and:

- you tell us the registration number of the other vehicle and the name and address of the driver of the other vehicle, and

- at the time of the loss or damage the driver of the other vehicle was not insured for their third party damage liability, and
- at the time of the loss or damage the other vehicle was not owned or registered in your name or in the name of a person who is a relative of yours or any person with whom you ordinarily live.

The maximum amount we will pay under this benefit for all claims from any one accident or series of accidents arising out of the one cause or event is the lesser of \$5,000 or the market value of your vehicle at the time of the loss or damage.

If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become our property.

## **Finance gap cover**

**– Applies to Comprehensive cover only**

Following a total loss of the vehicle, we will pay 75% of the difference between your vehicle's insured value and your finance contract residual liability should the insured value be less than the finance contract residual liability.

## **Waiver of subrogation**

**– Applicable to all types of cover**

We will not seek recovery between the persons, companies or firms named in the Policy Schedule as the insured.

## **Loaned vehicle**

**– Applies to Comprehensive cover only**

We will cover you for accidental loss or damage to a loan vehicle provided to you whilst your vehicle is being serviced or repaired.

We pay up to \$2,000 for this benefit in any one period of insurance. All applicable excesses will apply to this benefit.

# Optional benefits

## Applicable to Comprehensive cover only

If you have chosen comprehensive cover, you can also choose to have cover under any or all of the following optional benefits. You must pay us any additional premium we ask for, and we will confirm your cover by showing the optional benefits you have chosen on your Policy Schedule.

### Protected No Claim Bonus

When the current schedule shows that protected no claim bonus option applies, we will not reduce your current no claim bonus entitlement for the first claim in any one period of insurance which is your fault or where the responsible party cannot be identified

### Hire car costs following an accident

When the current schedule shows that the hire or loan car following an accident option applies and we accept a claim for accidental damage, we will;

- provide you with a hire or loan car; or
- if a hire or loan car is not available, pay you a daily travel allowance of \$30.

The hire or loan car benefit will be provided from:

- the date repairs to your vehicle are authorised, or
- the date your vehicle is made available for repairs to be commenced,

whichever is the later.

The maximum daily hire charge we will pay is \$80.

We will provide the hire or loan car benefit:

- for a maximum of 21 days, or
- until the repairs have been completed, or

- until we settle your claim by paying you the agreed or market value,

which ever happened first.

We will also provide cover for any excess you are required to pay under a hire car rental agreement providing:

- we have agreed to pay the cost under the **Hire car costs following and accident** option, and
- the hire car usage was not in breach of the hire car rental agreement,

up to a maximum of \$4,000 (inclusive of GST).

We will not pay for:

- a rental car unless its hire has been arranged by us or approved by us,
- the cost of fuel used while driving the loan car, or
- any accidental loss or damage to the rental or loan car.

## Removal of basic excess for windscreen claims

When the current schedule shows that the removal of basic excess for windscreen claims option applies, if the windscreen, window glass, mirror glass or sunroof glass in your vehicle is accidentally broken or damaged we will not apply an excess to your claim.

This option only applies:

- for the second windscreen, window glass, mirror glass or sunroof glass claim in any one period of insurance; and
- if the broken windscreen, window glass, mirror glass or sunroof glass is the only damage to your vehicle.

Your no claim bonus entitlement is not affected if your claim is only for the cost of repairing or replacing the windscreen, window glass, mirror glass or sunroof glass in your vehicle after being accidentally broken or damaged.

## Restricted drivers

When the current schedule shows that the restricted driver option applies we will not cover any accidental loss, damage or liability, which results in a claim, when the driver of your vehicle was a person under 30 years of age.

We will not refuse to pay your claim if the driver of your vehicle:

- was found guilty of theft or illegal use of your vehicle;
- was a person paid by you to repair, service or test your vehicle; or
- was an attendant at a car park.

## Tools of trade

When we accept a claim for accidental damage (including theft) under this policy, we will also cover accidental loss or damage to tools of trade, trade stock and materials.

This option only applies:

- if the tools of trade, trade stock or materials are stolen via forcible and violent entry into your securely locked vehicle and/or tool box, permanently fixed to your vehicle; or
- if tools of trade, trade stock or materials are damaged as a result of a motor vehicle collision.

The maximum we will pay is the amount by which the cost to replace tools of trade, trade stock and materials exceeds the basic excess payable for the claim, up to a maximum amount of \$1,500 for any one claim.

Only one basic excess is applicable to any one claim event and only the basic excess is applicable to this Tools of Trade policy option.

## Named driver

When the current schedule shows that the named driver option applies we will apply an Unnamed Driver Excess, if you make a claim for any incident when your vehicle was being driven by, or was in the charge of, any driver not listed in your current schedule as a nominated driver.

We will not impose the unnamed driver excess if the driver of your vehicle:

- was found guilty of theft or illegal use of your vehicle;
- was a person paid by you to repair, service or test your vehicle; or
- was an attendant at a car park.

This excess, if payable, will replace any other excesses which would otherwise have been applicable to the unnamed driver.

# What you must pay if you make a claim – Excess

An excess is the amount(s) shown in your schedule which you must pay when you make a claim under your policy unless we state an excess does not apply. The payment of an excess helps to keep the cost of your premium down by reducing the number of small claims. There are different types of excess which may apply to you or the driver of your vehicle at the time of the claim. Each excess is shown on your Policy Schedule and explained below:

## Basic excess

The basic excess is the first amount you must pay on each claim. The amount of the basic excess will be shown on the current schedule, next to the heading **Basic excess**. The **Basic excess** is comprised of the **Minimum basic excess**, the **Voluntary excess** and any policy **Imposed excess**.

- **Minimum basic excess**  
The minimum excess that is due on your policy risk for each claim. The amount of the minimum basic excess will be shown on the current schedule.
- **Voluntary excess**  
The voluntary excess forms part of the basic excess. Choosing a voluntary excess allows you to reduce your premium by selecting a higher basic excess. The voluntary excess you choose will be shown on the current schedule.
- **Imposed excess**  
The imposed excess forms part of the basic excess. An imposed excess may be applied to a policy risk due to underwriting criteria. Any imposed risk excess amount will be shown on the current schedule.



## Age excess

If you make a claim for an accident when your vehicle was being driven by a driver under the age of 25, you must pay the age excess shown in your schedule in addition to the basic excess.

## Undeclared young driver excess

If you make a claim for an accident when your vehicle was being driven by a driver under the age of 25, who was not listed in your schedule, the undeclared young driver excess shown on the schedule must be paid in addition to the basic and age excess.

You will not have to pay an undeclared young driver excess if the driver:

- was found guilty of the theft or illegal use of your vehicle;
- had been paid by you to repair, service or test your vehicle; or
- was an attendant at a car park, or
- was a learner driver accompanied by the holder of a full unrestricted Australian drivers licence.

## Inexperienced driver excess

You will need to pay the inexperienced driver excess shown on your current schedule in addition to the basic excess payable if you make a claim for an accident when your vehicle was being driven by a driver over the age of 25 who has not held an Australian driver's licence for more than two years.

You will not have to pay an inexperienced driver excess if the driver:

- was a learner driver accompanied by the holder of a full unrestricted Australian drivers licence.

## Theft excess

If you make a claim for loss or damage caused by or arising from theft or attempted theft of your vehicle, you must pay the theft of vehicle excess shown in your current schedule in addition to all other applicable excesses shown on your current schedule.

## Driver excess

When your current schedule shows there is a driver excess on the policy, then the driver excess will be applied to any claims which occur whilst the vehicle is being driven by the person listed. This excess is in addition to all other excesses applicable to your policy.

## Unnamed driver excess

When the current schedule shows that the Named Driver Option applies, we will apply an unnamed driver excess (as shown on the current schedule) if you make a claim when your vehicle was being driven by any driver that is not listed in your current schedule as a nominated driver.

This excess, if payable, will replace all other excesses which would otherwise have been applicable to the unnamed driver.

## When you do not have to pay an excess

You will not have to pay any excess if:

- the claim relates to damage, that we agree, was the fault of a person, other than the driver of your car, at the time of the incident, and
- you can provide us with the name and contact details of the other person, and
- the claimable loss is recoverable by us.

In the event that the fault of the incident, which gave rise to the claim, is in dispute, you will be required to pay the excess and the excess will be refunded if we are successful in establishing the fault of the other person.

You will not have to pay any age (young driver), undeclared young driver or inexperienced driver or driver excess if you are claiming for any of the following:

- windscreen or window glass damage only;
- theft;
- hail, storm or flood damage;
- malicious damage; or
- damage to your vehicle while parked.

## **Deciding who is at fault**

With regard to road accident liability, we will consider you to be “faultless” if we find that you are less than 50% to blame for any collision. We will be solely responsible for determining to what extent you contributed to the cause of an accident.

# When you are not covered

## General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or

- creates a risk to health or safety of the public or a section of the public, or
  - is designed to interfere with or to disrupt an electronic system.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.
  4. We will not cover your legal liability for claims arising directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2, 3 or 4 above.

## **Additional exclusions applying to this Policy**

**Your Policy does NOT cover you for any loss or damage occurring if your vehicle:**

- was not reasonably secured against further damage or theft, following an accident,
- was being driven by anyone:
  - who is a declined driver, or
  - who does not hold a legal driving licence to drive your vehicle in Australia, or
  - who is under the influence of alcohol or drugs, or
  - whose blood alcohol reading exceeds the legal limit (unless there is a law that says otherwise), or
  - who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any State or Territory in which the accident occurred.

However, we do cover you if you have allowed another person to drive your vehicle but you did not know or could not be reasonably expected to know that they were not so licensed or would be under the influence of alcohol or drugs.

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.

- is stolen and you cannot use your vehicle except as may be covered under Hire Car costs following Theft under the section headed **Additional benefits**,
- has been modified in a way that materially increases its designed top speed or performance and we were not told this and agreed to it in writing,
- is being used to carry more passengers or carrying or towing a heavier load than it was designed for, unless you can prove that this did not contribute to the loss or damage,
- or an attached caravan or trailer was being used when you knew or should have known it was un-roadworthy or unsafe, unless you can prove that this did not contribute to the loss or damage,
- sustains loss or damage or liability whilst your vehicle is being used in any experiment or type of test or in preparation for or involved in racing, speed testing, reliability trial, pace making, hill climbing, trial or demonstration other than the purpose of selling the vehicle or involved in a defensive driving course. This does not include a car rally organised by a social club or like organisation if on public road(s) and the participants are complying with usual road rules,
- is let on hire or is being used by you or someone authorised by you to carry passengers for payment, other than private pooling arrangements,

- is used for purposes other than those shown in the Policy Schedule,
- is not registered for use on a public road,
- runs on rails or is designed to run in water such as in a lake or sea,
- has been legally seized or repossessed,
- is outside Australia except when being transported between places in Australia,
- is being used when it is in an unsafe condition, and you knew or should have known that it was unsafe to use.

**Your Policy does NOT cover you for any loss, damage or liability arising out of:**

- your failure to comply with a condition of this Policy,
- your own intentional criminal or dishonest act or when the vehicle is being used for unlawful purposes,
- any intentional criminal or dishonest act by you or any person acting with your consent,
- the illegal carrying of quantities of inflammable liquids, gases or explosives,
- penalties, fines or awards of aggravated, exemplary or punitive damages made against you, a nominated driver, an authorised driver, or a passenger,
- incidents where there is insurance required by law that provides cover for your liability, or it was available to you, and you did not take it out,
- any disease that is transmitted by you, any member of your family who normally lives with you, a nominated driver, an authorised driver, or any passengers.

# General conditions

These general conditions apply to all Sections of this Policy.

## Changes to your insurance details – what you must tell us

You must tell us immediately if during the period of insurance;

- the drivers of your vehicle change, or
- the place where your vehicle is regularly garaged/kept changes, or
- your vehicle is modified in a manner that affects its value or performance in any way, or
- the usage of your vehicle changes from private to business.

When we receive this information, we may:

- alter the terms and conditions of your policy, or
- charge you additional premium, or
- decide not to offer to renew your policy.

If you do not provide the information immediately we may not pay a claim under the policy.

Before we agree to renew your policy you must tell us if, during the current period of insurance, you or any person who is a driver of your vehicle has:

- been convicted of or had any fines or penalties imposed for a serious criminal and/or driving offence and/or any crime involving drugs, dishonesty, arson, theft (including stealing a motor vehicle), illegal use of a motor vehicle, fraud or violence against any person or property, or
- been convicted of or had any fines or penalties imposed for any driving related alcohol and/or drug offence, or
- had a driver's licence cancelled or suspended or been disqualified from holding a driver's licence for any period, or



- been responsible for causing any motor vehicle accident, or
- had any motor vehicle damaged or stolen.

For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading **Duty of Disclosure**.

## **Cancelling your Policy**

### **How you may cancel this Policy**

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where “you” involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

### **How we may cancel this Policy**

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

## **The premium**

We will refund to you the proportion of the premium for the remaining period of insurance.

## **Notices**

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

## GST Notice

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need. Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

### Sums insured

All monetary limits in this policy may be increased for GST in some circumstances (see below).

### Claim settlements – Where we agree to pay

When we calculate the amount we will pay you, we will have regard to the items below:

- Where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.

We will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the policy or in the schedule.

If your sum insured/limit of liability is not sufficient to cover your loss, we will only pay the GST amount that relates to our settlement of your claim.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled.

- Where we make a payment under this policy as compensation instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.

- Where the policy insures business interruption, we will (where relevant) pay you on your claim be reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

### **Disclosure – Input tax credit entitlement**

If you register, or are registered, for GST you are required to tell us your entitlement to an input tax credit on your premium. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

# Claims

## What you must do after an accident

If an incident happens which may give rise to a claim you must:

- take all reasonable steps to secure your vehicle to prevent further loss, damage or liability,
- notify the police immediately if your vehicle or any of your property is stolen or maliciously or intentionally damaged,
- tell us or your Insurance Broker as soon as possible and we will provide you with a claim form and advice on what to do,
- supply us with all information we require to settle or defend the claim,
- notify us of any other insurance covering the same loss, damage or liability,
- give us all reasonable help and information that we request, which may include attending court to give evidence. You must do this even if we have paid your claim because we may try to recover our payment to you from the responsible person or we may want to defend a claim made against you,
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person,
- send to us immediately any letter or communication from other parties,
- tell us immediately of any notice of impending prosecution or details of any inquest or official inquiry.

If you are making a claim for legal liability, you may make a written request to us to agree that you are covered in respect of the claim.

In an emergency outside normal business hours you may ring our emergency service on 13 1000 for assistance.

If in doubt at any time, contact us or your Insurance Broker.

## What you must NOT do after an accident

In the event of an incident that may give rise to a claim, you must NOT:

- admit liability if an accident occurs which is likely to result in someone claiming against you,
- make an offer, settlement, promise or payment,
- incur any costs or expenses without our written consent, in respect of any right or claim which may be the subject of a claim by you against us under this Policy,
- authorise repairs to your vehicle without our prior consent.

However you may authorise:

- the fitting of an identical replacement windscreen or window glass,
- emergency repairs up to \$1,000 (over and above any applicable excesses) if you are more than 100 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey.

## What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

## What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

## Choice of repairer

Allianz can assist you in selecting a suitable repairer to repair the damage to your vehicle; however you also have the right to choose your own repairer. In both instances we will work closely with the repairer to strive to achieve the best repair outcome for you however we may require a second quotation from a repairer chosen by us. We will then choose (subject to any relevant policy limits) to:

- authorise the repairs at your repairer of choice;
- pay you the reasonable cost of repairing your vehicle; or
- move your vehicle to a repairer we both agree will repair your vehicle. In the instance that we both agree to move your vehicle we will provide you with a rental car for up to three days in addition to any other benefit provided under your policy.

## Authorising repairs

- Where you have comprehensive cover you may only authorise emergency repairs as detailed under **What you must NOT do after an accident**. You cannot authorise further repairs to your vehicle without our prior consent.
- Before we make a decision regarding your claim and repairs to your vehicle, we may need to inspect your vehicle. A motor vehicle assessor will be appointed by us. We or our assessor will make the necessary arrangements with you.
- Where diagnosis (such as the stripping of engine) is required to determine if there has been an accident covered by this policy, if you or we incur costs for such diagnosis and reassembly and:
  - the claim is subsequently accepted as valid by us, we will bear these costs subject to sum insured/limits of liability; and
  - if the claim is not lodged or the claim is not subsequently accepted by us, you agree to pay for the diagnosis and reassembly costs.

## Spare parts, extras and accessories

If we are unable to repair the part, we use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory. In the event that any spare part, extra or accessory cannot be obtained immediately, we may choose to pay you the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

## **Sublet repairs**

If your vehicle requires us to engage the services of a specific specialist repairer and or supplier, we may sublet that component to such repairer or supplier.

## **Guarantee and warranty**

We guarantee materials and workmanship on repairs we authorise to your vehicle, for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.

## **Imported vehicles**

If your vehicle has been imported and any part is not available in Australia, we will only pay for the cost of parts used in the repair of your vehicle up to the manufacturer's recommended list price in Australia.

If there is a delay in the repair process due to the importation of parts, you are not covered for any loss of use of your vehicle during that time.



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For all enquiries please call your Austbrokers insurance broker

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