

# Secure Car Policy

**QBE Insurance (Australia) Limited**

Product Disclosure Statement and Motor Vehicle  
Insurance Policy



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## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- Austbrokers Holdings Limited. The contact details are set out in the financial services guide they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- Austbrokers Holdings Limited.
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## About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

## 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 20 years ago 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 \$1 billion in general insurance premiums, and over \$32 million in new Life Risk and Accumulation premiums annually, the Austbrokers Network ranks within the top general insurance broking groups in Australia.

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## Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

### The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- where the vehicle is located,
- the sum insured
- your previous insurance and claims history,
- driving history and ages of drivers.

### Cooling-off period

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your insurance broker electronically or in writing within thirty (30) 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 your insurance broker may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
  - Promote better, more informed relations between us and you
  - Maintain and promote trust and confidence in the general insurance industry
  - Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
  - Promote continuous improvement of the general insurance industry through education and training.
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## Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

### Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

### Step 3 - Still not resolved?

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If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

#### *Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

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## Contacting QBE's CCU, FOS or the OAIC

### How to contact QBE Customer Care

Phone	<p>1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).</p> <p>Calls from mobiles, public telephones or hotel rooms may attract additional charges.</p>
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	<p>1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).</p> <p>Calls from mobiles, public telephones or hotel rooms may attract additional charges.</p>
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>



## Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.fcs.gov.au">www.fcs.gov.au</a>

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

## Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

### Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

### How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

### 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,
- ridesharing but only part time,
- in connection with your occupation or business as, long as your vehicle is:
  - driven only by you;
  - not used for collecting or delivering goods for reward;

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

Private use does not cover loss or damage if your vehicle is let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment, other than a private pooling arrangement or ridesharing.

## 2. Executive use means

Your vehicle is registered for 'Business use' but is used only 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,
- driving to or from work,
- towing a caravan, trailer or vehicle, as long as it is not for payment,
- ridesharing but only part time.

Executive use does not cover loss or damage if your vehicle is let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment, other than a private pooling arrangement or ridesharing.

## 3. 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,
- ridesharing but only part time.

Business use does not include loss or damage if the vehicle is let on hire, used to carry passengers or goods for payment, other than private pooling arrangements or ridesharing.

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## Paying your premium

The ways you can pay your premium, and the frequency you can pay it, are described below:

- in one (1) annual payment to your insurance broker according to their business practices, or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution, which can be arranged by your insurance broker.

### Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

### Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due.

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

### At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If the first instalment for a renewed Policy isn't received we'll try and retake the instalment after seven days. If it remains unpaid, your renewed Policy won't operate and there'll be no cover.

If an instalment is unpaid, we'll send you a reminder letting you know when we're going to retake the instalment. If we still don't receive your payment after this reminder, we'll write telling you the date your Policy will be cancelled unless your payment arrives. Then, if we don't receive a payment, we'll send you a notice to confirm your Policy has been cancelled.

### Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

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## If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

## Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Declined driver	a driver to whom we have refused insurance cover under this Policy.
Family	any member of your family who lives permanently with you, including your partner.
Financier	A person or entity with a security interest.
Nominated driver	a driver who has been nominated under this Policy to drive the listed vehicle.
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Premium	What you pay us to insure you. It's the cost of this Policy.
Policy Schedule	One of the following: <ul style="list-style-type: none"> <li>• Policy Schedule</li> <li>• Renewal Schedule</li> <li>• Alteration Schedule.</li> </ul>
Ridesharing	<p>You use your vehicle for ridesharing:</p> <ul style="list-style-type: none"> <li>• For a fee in Australia where it's legal to do so, and</li> <li>• If you were registered as available for fewer than 32 hours in the seven days prior to the incident.</li> </ul> <p>Ridesharing doesn't mean using your vehicle as a:</p> <ul style="list-style-type: none"> <li>• Chauffeur</li> <li>• Limousine driver</li> <li>• Taxi driver</li> <li>• Hire car driver</li> <li>• Bus driver</li> </ul>

When we say	We mean
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
Vehicle	the vehicle described in the Policy Schedule.
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You, your	The person(s) named in your Policy Schedule as the insured.

## Types of cover

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:

- (a) insurance against theft or accidental loss or damage to your vehicle,
- (b) additional benefits - as set out in the 'Additional benefits' section,
- (c) insurance against legal liability for damage caused by your vehicle to the property of other people or personal injury - as described in Section 2.

The causes or events not covered are described under 'General exclusions'.

### 2. Third party, fire and theft

This cover provides:

- (a) insurance only against damage to your vehicle caused by fire, explosion, lightning, earthquake, theft or attempted theft,
- (b) additional benefits - as set out in the 'Additional benefits' section,
- (c) insurance against legal liability for damage caused by your vehicle to the property of other people or personal injury - as described in Section 2,
- (d) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under 'General exclusions'.

### 3. Third party property damage

This cover provides:

- (a) insurance against legal liability for damage caused by your vehicle to the property of other people or personal injury - as described in Section 2,
- (b) insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under 'General exclusions'.

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## 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

- (a) Standard fitted equipment and standard tools for the particular make and model of your vehicle fitted by the original manufacturer.
- (b) Any additional fitted 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.
- (c) Other tools and spare parts for your vehicle while in or on your vehicle up to \$250 in total.
- (d) Theft or accidental loss or damage to your vehicle, depending on the type of cover you have selected.
- (e) Any fitted 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:

- (a) 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;
  - (b) depreciation, wear, tear, rust or corrosion;
  - (c) failure or breakdown of a structural, electrical, mechanical or electronic nature;
  - (d) 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;
  - (e) mechanical damage caused by escape of oil or coolant unless whilst your vehicle is being driven by a thief;
  - (f) if your vehicle is unregistered, loss or damage to your vehicle as a result of use of the vehicle on a public road or in any place where registration is legally required. But we will cover you if the vehicle suffers loss or damage while it is parked or if it is being used in circumstances where registration is not legally required.
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## 1.3 What we pay for loss or damage

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

- (a) partial loss, or
- (b) 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.

### **Replacement of damaged parts**

If your vehicle is within the Manufacturers Standard New Car Warranty period and covered under the Manufacturers Standard New Car Warranty (not including an extended warranty period) we will only use manufacturers approved parts in repairing your vehicle. In the event that the part is a windscreen or a body glass then Australian Design Rule compliant parts may be used.

If your vehicle is outside the Manufacturers Standard New Car Warranty period, we may use new, recycled or reconditioned parts when repairing vehicles which are no longer covered under the Manufacturers Standard New Car Warranty. Where the use of recycled or reconditioned parts is requested we will only use the parts if they are equal to or exceed the quality of the part being replaced.

### **Lifetime repair guarantee**

If we authorise repairs to your vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material 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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## **(b) Total loss**

A vehicle will be declared a 'Total loss', if:

- the cost to repair your vehicle plus the value of any salvage (if applicable) exceeds the agreed value or market value, or
- your vehicle is stolen and not recovered within a reasonable period of time as determined by us.

If we declare your vehicle a total loss and pay you the market value, agreed value or replace your vehicle, then the policy will cover your replacement vehicle free of charge until the expiry of your current period of insurance, provided the replacement vehicle is a similar make, model or series.

If the replacement vehicle is not insured with us there will be no premium refund available.

We will settle the claim on the basis of market value or agreed value depending on the cover shown on the Policy Schedule.

### **Market value**

If you have insured your vehicle for market value, we will at our option:

- replace your vehicle with an equivalent vehicle or pay you its market value at the time of the total loss, plus
- replace all insured accessories or pay you the cost to replace them as new, less depreciation.

### **Market value means**

The cash purchase price of a vehicle of the same age, type and condition, in your local area, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.

### **Agreed value**

If you have insured your vehicle for agreed value, we will at our option replace your vehicle with an equivalent vehicle or pay the agreed value shown on the Policy Schedule.

### **Agreed value means**

The fixed amount for which your vehicle is insured for each period of insurance regardless of any price change for your vehicle during that period.

The agreed value includes the value of insured accessories and equipment.

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## Replacement with a new vehicle

We will replace your vehicle with a new vehicle of the same make, model or series so long as it is available in Australia and:

- your vehicle is a total loss, and
- you purchased it new from the manufacturer or their dealer or as a demonstrator vehicle, and
- where your vehicle is financed, your financier has given us written consent, and
- your vehicle is less than three (3) years old from when it was first registered and has not travelled more than 70,000kms.

If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia.

If we cannot agree on a replacement vehicle, we will pay you the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

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 twelve (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.

## 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.

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## 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,
- 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 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 (1) substitute vehicle is being used at any one (1) 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'.

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## 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 shown on the Policy Schedule, for all claims arising out of any one (1) incident or series of incidents arising out of the one (1) 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 :

- (a) your vehicle is not registered;
  - (b) 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,
    - 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;
      - comply with a term or condition of the scheme;
  - (c) if your vehicle is registered in the Northern Territory of Australia.
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## What we pay for legal liability for injury to other persons

We will pay up to the maximum amount shown in the Policy Schedule, for all claims arising out of any one (1) incident or series of incidents arising out of the one (1) cause or event covered under 'Injury to other persons', in this section.

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', in this section.

## Additional Benefits

If you make a claim under this Policy and we agree to pay your claim, we will also 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 thirty (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:

- \$250,000 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 thirty (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.

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## **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 and theft covers**

If your vehicle is not driveable 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**

We 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 (1) accident.

If your vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to \$20,000 for any one (1) accident.

## **Returning your vehicle after stolen - applies to comprehensive and third party fire and 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.

## **Locks and keys - applies to comprehensive cover only**

If your keys are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will pay the costs of replacing and recoding the locks and/or keys. We will pay up to \$2,000 during any one (1) period of insurance and this benefit is not subject to loss or damage to the vehicle covered under this Policy. However, we will only pay if the theft of your keys has been report to the Police.

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## **Hire car costs following theft - applies to comprehensive and third party fire and theft covers**

If your vehicle is stolen, and the theft is covered under this Policy, we will reimburse you for the reasonable cost of hiring a similar vehicle but:

- we do not pay for hiring charges incurred after the date your vehicle is returned to you after repairs are completed, if necessary,
- cover is limited to a total period of twenty one (21) days, and
- cover stops once we pay the claim or until the vehicle is returned undamaged.

You will need to organise and pay for the hire car. We are not responsible for ensuring that a hire car is available. You must also give us a copy of the rental agreement and any receipts for the hire car before we will pay you.

If the cost of the hire car is more than the maximum daily rate shown below, you will have to pay the difference.

We do not pay for:

- additional hiring costs,
- running costs, including the costs of fuel,
- damage to the hire car,
- any insurance, insurance excess or other costs you may be liability for under the hire car agreement,

We must pre approve this additional benefit.

The maximum amount we will pay is \$2,000 for any one (1) event. If a similar hire vehicle is not available, a travel allowance of \$30 per day is claimable instead.

## **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, 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 \$1,500 or the market value of the trailer.

However, we do not cover the trailer or caravan if they are insured under another policy.

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## **Personal property – applies to comprehensive cover only**

We will pay for the loss of or damage to your personal effects in your vehicle caused by:

- theft, or
- violent or forcible entry, or
- an accident to your vehicle.

However, we do not cover cash, personal music devices, GPS or items that are covered under 'What you are insured against', or cash or items insured under another policy.

In this clause, 'Personal property' means private household or personal possessions belonging to you or any member of your family who normally lives with you.

The maximum amount we will pay is \$500 per item up to a maximum \$1,000 for any one (1) event.

If your vehicle is a ute or van and is registered for business use, the maximum amount payable is increased to \$2,000 for any one (1) event.

## **Travelling and accommodation expenses – applies to comprehensive and third party fire and 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.

In respect of this additional benefit, travelling expenses extends to include the collecting of your vehicle following repairs.

The maximum amount we will pay for accommodation expenses is \$250 per night up to a maximum of \$2,500 for any one (1) event.

The maximum amount we will pay for travelling expenses is \$2,500 for any one (1) event.

If your vehicle is a ute or van and is registered for business use, the maximum amount payable for travelling is increased to \$3,000 for any one (1) event and the maximum payable for accommodation is increased to \$300 per night up to a maximum of \$3,000 for any one (1) event.

## **Child/booster seat or baby capsule – applies to comprehensive cover only**

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.

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## Artwork and sign writing – applies to comprehensive cover only

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.

## 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 (1) eye	\$10,000
Permanent total loss of use of one (1) limb (at or above the wrist or ankle) if the disability has continued for at least twelve (12) months and in our opinion is beyond the reasonable possibility of improvement	\$10,000

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

We will pay only one (1) of the benefits mentioned above for any one (1) 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 (1) period of insurance.

## **No claim bonus benefit - applies to comprehensive cover only**

If your vehicle is insured for comprehensive cover and you do not have a claim, we apply a discount off your next year's renewal premium. This reward is called the 'No claim bonus'.

The more 'claim free' years that you have the greater your no claim bonus entitlement, until you reach the maximum level after 5 years. Even if you have a claim where your no claim bonus would be affected, you may not lose your entire no claim bonus. If you have a claim and you have not accumulated any no claim bonus we will increase your invited renewal premium.

We also accept the number of claim free years under a comprehensive, third party or fire and theft policies that you may have accumulated with another insurer in calculating your no claim bonus.

We also offer other no claim bonus benefits for comprehensive cover as follows:

### **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 or window glass damage only claims.

Based upon court judgement precedents concerning road accident liability, you will qualify as 'faultless' if you are 50% or less to blame for any collision.

### **Windscreen claim benefit**

We will not reduce the applicable no claim bonus for any broken or damaged windscreen, window glass, mirror glass or sunroof glass only claims.

## **Uninsured motorist's benefit - applies only if third party fire and theft cover or third party 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 (1) accident or series of accidents arising out of the one (1) cause or event is the lesser of \$5,000 and 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.

## **Choice of repairer - applies to all types of cover**

You may choose any licensed repairer to repair your vehicle. We may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

## **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 - applies 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 (1) 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.

### Hire car costs following an accident

If your vehicle is damaged in an accident which is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur of hiring a similar vehicle while your vehicle is being repaired:

- for a maximum of twenty one (21) days, or
- until your vehicle is repaired, or
- until we pay your claim

whichever happens first.

The cover will commence on the date your vehicle is taken to the repairer.

You will need to organise and pay for the hire car. We are not responsible for ensuring that a hire car is available. You must also give us a copy of the rental agreement and any receipts for the hire car before we will pay you.

If the cost of the hire car is more than the maximum daily rate shown on your Policy Schedule, you will have to pay the difference.

We do not pay for:

- additional hiring costs,
- running costs, including the costs of fuel,
- damage to the hire car,
- any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement.

We will not cover you under this optional benefit if:

- the only damage to your vehicle is to its windscreens or window glass, or
- your vehicle is stolen, because you may be able to claim under the 'Hire car costs following theft' additional benefit.

We will reimburse you up to a maximum daily rate of \$100. If a similar hire vehicle is not available, a travel allowance of \$100 per day is claimable instead.

### Rental car excess cover - this option applies only if you choose the Hire car costs following an accident optional benefit.

If you rent a vehicle from a hire company and they hold you responsible for loss or damage caused to the vehicle while it is in your control, we will pay the excess stated in your hire agreement up to a maximum of \$4,000 provided that you are not in breach of the terms and conditions of the Agreement. You must give us a copy of the rental agreement and any receipts for the hire car before we will pay you.

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## Windscreen protection

If the only damage in an accident is a broken or damaged windscreen, window glass, mirror glass or sunroof the standard excess shown in the Policy Schedule does not apply for any windscreen or window glass claim in any one (1) annual period of insurance.

If you have selected this cover it will show as windscreen excess protection - Unlimited in your Policy Schedule.

## Protected no claim bonus clause

If you are involved in an accident and you make a claim where your no claim bonus would normally be affected, then your no claim bonus entitlement will not be reduced at renewal of your Policy provided you:

- Are, at the time of the accident, on a maximum no claim bonus, and
- Do not have more than one (1) claim, where the clause is applicable, in any one (1) annual period of insurance.

## Lifetime no claim bonus protection

If you have had no at-fault claims for the past 2 years and retained your maximum no claim bonus for more than 2 years and you select this option your No claim bonus will not be reduced or affected if you make an at fault claim for the period that you remain insured with us.

## Tools and equipment - Applicable only to utes and vans registered for business use

Where this clause is shown on the Policy Schedule it is agreed we will cover your tools and equipment of trade for loss or damage caused by:

- (a) fire, lightning, explosion, malicious damage or vandalism whilst secured on or in your vehicle;
- (b) theft following forcible and violent entry which causes visible damage to a locked vehicle;
- (c) theft when securely attached to your vehicle through the use of locks or padlocks, which results in visible damage to the securing devices;
- (d) collision or overturning of the conveying vehicle.

The amount of cover provided by this special clause is limited to a total of \$5,000 (up to \$1,500 per item) in any one (1) period of insurance.

At our option, we will pay the lesser of:

- (a) the cost of repair or replacement of the lost or damaged item; or
- (b) the current market value of the lost or damaged item.

If only part of the item is damaged, we will only pay for that part plus the cost of any necessary dismantling and reassembling.

You must pay an excess of \$250 for each claim made under this Section.

## General exclusions

These general exclusions apply to all sections of 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 of the day 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) of the day or de facto, and which:
  - involves violence against one (1) 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.

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 or 3 above.

### Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

### Additional exclusions applying to this Policy

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

- (a) was not reasonably secured against further damage or theft, following an accident;

- (b) 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).
  - 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.
- (c) is stolen and you cannot use your vehicle except as may be covered under Hire Car costs following Theft under the section headed 'We give you the following additional benefits';
- (d) 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;
- (e) 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;
- (f) or an attached caravan or trailer was being used when you knew or should have known it was unroadworthy or unsafe, unless you can prove that this did not contribute to the loss or damage;
- (g) 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 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;
- (h) 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. This exclusion doesn't apply to ridesharing;
- (i) is used for purposes other than those shown in the Policy Schedule;
- (j) is not registered for use on a public road;
- (k) runs on rails or is designed to run in water such as in a lake or sea;
- (l) has been legally seized or repossessed;
- (m) is outside Australia except when being transported between places in Australia;
- (n) is being used when it is an unsafe condition, and you knew or should have known that it was unsafe to use;
- (o) we won't cover you under any section of this Policy while using your vehicle for ridesharing if you haven't complied with applicable laws.

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

- (a) your failure to comply with a condition of this Policy;



- (b) your own intentional criminal or dishonest act or when the vehicle is being used for unlawful purposes;
- (c) any intentional criminal or dishonest act by you or any person acting with your consent;
- (d) the illegal carrying of quantities of inflammable liquids, gases or explosives;
- (e) penalties, fines or awards of aggravated, exemplary or punitive damages made against you, a nominated driver, an authorised driver, or a passenger;
- (f) 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;
- (g) 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

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

### Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

### Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- Where the vehicle is kept
-

- A change in the drivers.
- A change in the use of your vehicle.

## Other interests

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

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

## Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

## Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

### 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,
- 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 1800 023 387 for assistance.

If in doubt at any time, contact us or your insurance broker.

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## 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 150 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 (1) section of the Policy.

## Adjustment of premium on renewal

If a claim 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 claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under 'Your duty of disclosure'.

## Choice of repairer

You may choose any licensed repairer to repair your vehicle. We may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

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## Contribution

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

## Discharging a security interest

You must take our required steps to remove any security interest in your vehicle after your loan or finance agreement has been discharged.

## GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

## Other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

## Policy comes to an end following total loss

If we declare your vehicle a total loss and pay you the market value or agreed value or replace your vehicle, then the Policy will come to an end and you will no longer have any cover. This means you will not be entitled to make any further claim under this Policy and:

- where the premium has been paid in full for the period of insurance there will be no refund of any premium, or
- where the premium is paid by instalments, we are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

## Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

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## Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

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

## Salvage

We're entitled to obtain and retain any items or materials 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, provided you agree to pay market price .

## Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

## Excesses

'Excess' means the first amount you must contribute to any claim you make under this Policy.

Depending on the age or experience of the driver, and whether you have told us about them and we have noted them on your Policy Schedule, you may have to contribute more than one (1) excess. Each excess is shown on your Policy Schedule and is explained below.

Where more than one (1) vehicle is covered under this Policy and those vehicles are involved in the same incident which gives rise to a claim, you will have to pay the applicable excesses in respect of each vehicle insured under the Policy.

If we accept your claim you must pay the total amount of the applicable excesses either to us or to the repairer. We will tell you to whom they must be paid. However, if your vehicle is a total loss, we may deduct any excess that you must pay before we make any payment under a claim.

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## Standard excess

You will have to contribute the first amount of every claim. This amount is shown on the Policy Schedule as the standard excess.

## Age or inexperienced driver excess

In addition to the standard excess, you will have to contribute an age excess or inexperienced driver's excess if at the time of any incident giving rise to a claim your vehicle is driven by a person:

- under the age of twenty five (25), or
- aged twenty five (25) or more but has not held a driver's licence for two (2) or more years.

The amount of the age or inexperienced driver's excess is shown on your Policy Schedule. You will not have to contribute this age or inexperienced driver's excess if the only damage to your vehicle is a broken windscreen, or window glass, or caused by storm or hail damage.

## Undeclared driver's excess

In addition to any other excesses which apply, you will have to contribute an undeclared driver's excess if, at the time of an incident which gives rise to a claim, your vehicle was being driven by or in the charge of a person:

- who is a member of your family and they normally live with you, and
- whose name has not been shown as a driver on your Policy Schedule.

You will not have to pay this excess if:

- the driver of your vehicle is over twenty five (25) years of age and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the five (5) years immediately before the accident or loss, or
- you satisfy us that an emergency existed, or
- the use of your vehicle is shown as business on the Policy Schedule, or
- the driver of your vehicle was paid to repair, service or test the vehicle, or
- the driver of the vehicle was an attendant at a car park or valet parking attendant, or
- the only damage to your vehicle is a broken windscreen, window glass, theft, hail damage or flood, malicious damage or loss or damage which occur when the vehicle is parked or unattended.

The amount of undeclared driver's excess is shown on your Policy Schedule.

## Driver's underwriting excess

A driver's underwriting excess may be imposed upon you or any driver while driving based on the driver's history. If a driver's underwriting excess applies, the amount will be shown on your Policy Schedule and will be in addition to any other applicable excesses.

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## When you will not have to pay an excess

### Standard excess protection

You will not have to contribute any excess towards a claim if:

- you can satisfy us that the accident which gave rise to the claim was 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, and
- the amount of your claim exceeds the applicable excesses under the Policy.

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.

Where the driver of the other vehicle may dispute who was at fault, the excess is payable but will be refunded if we are successful in establishing that the other driver was at fault.

Based upon court judgement precedents concerning road accident liability, you will qualify as 'faultless' if you are 50% or less to blame for any accident.

## Other terms

These other terms apply to how your Policy operates.

### Canceling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

### Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

### Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

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## Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

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

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