



QBE Insurance (Australia) Limited

# Street Fleet Motor Insurance

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:

- your financial services provider. The contact details for your financial services provider are set out in the documentation they give to you.

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

- QBE

## 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 largest insurers and reinsurers in the world.

## About Street Fleet

Street Fleet Pty Ltd. (ABN 36 090 125 312) is a distributor of Jardine Lloyd Thompson (ABN 69 009 098 864, AFS Licence No: 226827). Neither Street Fleet Pty Ltd or Jardine Lloyd Thompson are the insurer.

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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.

### Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### **If you do not tell us something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Significant benefits and features

This policy offers comprehensive cover, which covers your vehicle for accidental loss or damage as well as damage to property and other vehicles. Please read the section titled 'Policy Wording' for full details of the terms and conditions of cover, limits and exclusion.

### Significant risks

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

This product may not match your expectations (for example, because an exclusion or limit applies). You should read this booklet carefully to decide if the cover provided is appropriate for your needs.

#### **Your sum insured may not be adequate**

Cover on your vehicle includes standard equipment for the particular make and model of your vehicle fitted by the original manufacturer. Some limits apply to other equipment and accessories unless they are specified on your Policy Schedule. You

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should refer to the section headed 'What you are insured against' under 'Section 1: Cover for your vehicle' for details of these limits. It is important that you ensure all equipment and accessories valued above the Policy limits are separately listed on the Policy Schedule with their respective agreed values otherwise the maximum amount QBE 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, or if you make a fraudulent claim (subject to any relevant law).

### **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.

### **The Policy does not cover certain things**

Claims may be refused in certain circumstances. Please refer to the section titled 'Policy Wording' for full details of the terms and conditions of cover, limits and exclusions.

The Policy will not cover any loss, damage or legal liability occurring if your vehicle:

- (a) is being driven by anyone:
    - > who does not hold an appropriate driving licence, or
    - > who is under the influence of alcohol or drugs, or
    - > whose blood alcohol reading exceeds the legal limit, 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.
  - (b) is stolen or is involved in an accident and you incur costs because you cannot use your vehicle – except as may be specifically covered
  - (c) 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
  - (d) is being used to carry more passengers or carrying or towing a heavier load than it was designed for
  - (e) is being driven on a public road while not registered for use on a public road
  - (f) has been legally seized or repossessed
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- (g) is being used when it is in an unsafe or unroadworthy condition and you knew or should have known that it was unsafe or unroadworthy.

The Policy will not cover your vehicle for:

- (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
- (e) mechanical damage caused by escape of oil or coolant unless it occurs while your vehicle is being driven by a thief
- (f) loss or damage to your vehicle as a result of using a type of fuel that is not intended for the specific make and model of your vehicle and engine.

## 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
- whether you have elected to include drivers aged under twenty-five (25) years.

If you have a claim any excess payable by you will be shown on your Policy Schedule.

## Cooling off information

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

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## 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.

## 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.

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## 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?

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 Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

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

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

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*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).

**Contacting QBE's CCU, AFCA or the OAIC****How to contact QBE Customer Care**

Phone	1300 650 503 (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.
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 AFCA**

Phone	1800 931 678 (free call)
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Online	<a href="http://www.afca.org.au">www.afca.org.au</a>
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

**How to contact the OAIC**

Phone	1300 363 992  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
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. 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.

### Paying your premium

The premium will be remitted to QBE from your lease payment on a monthly basis.

### Premium adjustment 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.

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## Termination of lease or expiration of lease term

Payment of premium will cease on termination of the lease or expiration of the lease term.

At this time the Policy comes to an end and there is no cover. You will need to make alternative insurance arrangements if you retain the vehicle.

## Words with special meaning

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.

Word or expression	Meaning
Excess	the amount specified in the Policy Schedule and elsewhere in the Policy which you must contribute to each and every claim. The excess applies to each of your vehicles and each claim on your vehicle.
Financier	the financier which is listed on your Policy Schedule.
Gross vehicle mass	the maximum weight a vehicle can carry including its own weight according to manufacturer's specification.
GST	Goods and Services Tax.
Lessor	the leasing company which has issued you with a lease in respect of your vehicle and is named on the Policy Schedule.
Loss	sudden physical loss, damage or destruction to your vehicle caused by an unexpected event.
Market value	our assessment of the value of your vehicle immediately prior to Loss.
Period of insurance	the period shown on the Policy Schedule.
Policy	the contract of insurance between you and us, including the Policy terms and conditions and the Policy Schedule.

Word or expression	Meaning
Policy Schedule	the schedule of insurance or any endorsement schedule we give you.
Sum insured	the amount or market value shown in the Policy Schedule.
Vehicle	<p>the motor vehicle described in the Policy Schedule that are financed through the lessor where insurance has been selected and monthly premium is paid. Your vehicle includes:</p> <ul style="list-style-type: none"> <li>• manufacturer's standard tools and accessories, and</li> <li>• fitted or non-standard tools and accessories which you have advised to the lessor.</li> </ul>
We, us, our or QBE Insurance	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your	the person(s), companies or firms named on the Policy Schedule as the 'Insured'.

## Use of your vehicle

We cover your vehicle only when you are using it for the type of use shown on the Policy Schedule. Refer also to the section titled 'General exclusions'.

### 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:
  - it is driven only by you, and
  - the business use does not exceed 20% of the vehicle's usage.

## 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.

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 private pooling arrangement.

## 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.

Business 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 private pooling arrangement.

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## Cover for your vehicle

This Policy provides Comprehensive cover.

Cover provided:

- (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 - as described in Section 2.

The causes or events not covered are described under 'What you are not insured against'.

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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.

#### Cover on your vehicle includes

- (a) Standard equipment for the particular make and model of your vehicle fitted by the original manufacturer.
- (b) Any specified equipment or accessories shown on the Policy Schedule.
- (c) Other fitted accessories, and your vehicle's tools or spare parts in or on your vehicle, up to \$500 in total.
- (d) Theft or accidental loss or damage to your vehicle, depending on the type of cover you have selected.

### 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) loss or damage to your vehicle as a result of using a type of fuel that is not intended for the specific make and model of your vehicle and engine.

### 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.

On payment of a total loss all cover for the vehicle will end.

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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**

Repairs are guaranteed for the life of your vehicle, even if you sell it.

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. However if such list is not available, we will only pay for the cost of the parts plus the cost of freighting such parts by sea transport.

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 market value or;
- your vehicle is stolen and not recovered within a reasonable period as determined by us.

Where:

- your vehicle is declared a total loss by us; and
- your vehicle is subject to a lease, hire purchase or any financial agreement through a financial institution directly relating to the vehicle purchase; and
- the payout amount exceeds the market value amount;

We will pay:

- the financial agreement payout amount, providing:
  - the amount and the total loss amount do not exceed the financial payout figure,
  - that any payment over the agreed total loss amount does not include any amounts in arrears at the time of the loss,
  - that any additional payment over and above the agreed total loss amount will include any discounts applicable for full payment of financial contract.

## **Financier**

If your vehicle is the security for any finance arrangement, 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 your vehicle is a total loss, you agree that the vehicle and its insured equipment becomes our property and that you will take all reasonable action which we require to give effect to our ownership.

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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 drive, use or to 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;
- a single 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.

#### Your employer's or principal's liability

We will pay the amount that your employer, principal or partner 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 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. Those whose property is saved share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo.

#### Passenger liability

We will insure a passenger who is lawfully travelling in or getting in or out of your vehicle or a substitute motor vehicle.

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## 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 any person who is driving, using or is 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 to any person who is driving, using or is 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 relevant period of cover, even though there may have been a change in the law during that period of cover, 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 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 incident or series of incidents arising out of the one cause or event covered under 'Injury to other persons', in this section.

However, we do not pay more than this amount in total under all policies we have issued to you in relation to loss, damage or liability arising out of any one incident.

### **2.3 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.

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## Additional benefits

We give you the following additional benefits:

### Car sharing agreement

We will pay for accidental loss or damage 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

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

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 \$25,000 for any one accident.

### Returning your vehicle after stolen

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

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

### Locks and keys

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 \$2,500 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under this Policy.

No excess is payable for any claims made by you under this additional benefit.

### Hire car costs following theft or accident

If your vehicle is damaged in an accident or stolen, while covered under this Policy and we agree to pay your claim, we will reimburse you for the reasonable cost you incur of hiring a similar vehicle providing you first obtain our approval.

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We will not pay:

- for hiring charges after your vehicle is found or repairs are completed,
- for fuel or running costs,
- if only damage to your vehicle is to its windscreens or window glass,
- for any damage to the hire car or
- any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement

The benefit ceases once we pay the claim.

The maximum amount we will pay is \$2,500, with a maximum of \$100 per day, for any one (1) event.

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.

### **Trailer cover**

We will pay for theft, or accidental loss or damage to any trailer (other than a caravan) which is owned by you 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.

The maximum amount we will pay is the market value of the trailer, limited to \$1,000.

### **Personal property**

If your personal property is lost or damaged in an event covered by this Policy we will pay for the loss or damage of such personal property.

However, we will not pay for more than the actual value of the property, that is, we will only pay the new replacement cost of any item which can be purchased in Australia less an allowance for age, wear, tear and depreciation.

There is no cover under this section:

- if the vehicle is only broken into while it is parked,
  - for money, cheques or negotiables,
  - for unset gemstones, gold or silver nuggets,
  - for any animal, bird or fish,
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- for trade tools, stocks or samples,
- for mobile phones or two way radios, or
- for GPS or personal music devices.

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 \$1,000 for any one (1) event.

### **Travelling & accommodation expenses**

We will pay for any reasonable travelling and accommodation expenses resulting from a claim for accidental damage, fire or theft to your vehicle which we accept under this Policy, as long as at the time of accident, fire or theft your vehicle was more than 150 kilometres from the address where it is normally parked at night.

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

### **Child seat or baby capsule**

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.

No excess will be payable for any claims made by you under this additional benefit.

### **Funeral expenses**

As a result of an accident in an insured vehicle covered under the Policy, if the 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.

### **Sign writing**

We will cover you for loss or damage to sign writing or fixed advertising signs or material forming a permanent part of your vehicle at the time of the loss or damage.

### **Windscreen protection**

If the only damage in an accident is a broken windscreen or window glass the standard excess shown in the Policy Schedule does not apply for windscreen or window glass claims in any one period of insurance.

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For the purpose of this benefit 'Broken' means a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination or where the damage is sufficient to prevent registration.

### **Substitute vehicle**

We cover your legal liability to pay for accidental damage caused by or to a registered vehicle used by you as a substitute while your vehicle is being serviced, repaired or is not driveable.

We give you this benefit only if:

- 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.

### **Choice of repairer**

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

### **Tyre replacement**

We will pay for the new replacement cost of tyres if any tyre cannot be used following loss, destruction or damage as covered under section 1 of the Policy if:

- the condition of the damaged tyre before the accident conformed with legal requirements, and
- was not a retread or recapped tyre.

### **Fire Brigade or Emergency Services**

Policy extends to cover you up to a limit of \$10,000 per event for all costs charged by the following authorities as a result of loss or damage involving your vehicle, requiring or resulting in the attendance of any members of

- any police force at the accident site,
- any Fire Brigade or;
- any other authority.

This additional benefit will not cover any clean- up costs charged by any authority if we have already agreed to pay you the clean- up costs under additional benefit ;"Cleaning up after an accident".

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## 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. 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:
  - (a) involves violence against one (1) or more persons, or
  - (b) involves damage to property, or
  - (c) endangers life other than that of the person committing the action, or
  - (d) creates a risk to health or safety of the public or a section of the public, or
  - (e) 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.

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## 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, or any local autonomous sanctions.

## Additional exclusions applying to this Policy

Your Policy does not cover any loss or damage, if your vehicle:

- (a) was not reasonably secured against further damage or theft, following an accident,
- (b) was being driven by someone:
  - > 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 give cover 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 or is involved in an accident and you incur costs because you cannot use your vehicle – except as may be covered elsewhere in the Policy,
  - (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,
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- (g) is being used in a test, trial, experiment or demonstration other than a demonstration for the purpose of selling the vehicle or involved in a defensive driving course,
- (h) is being used or tested in preparation for racing, pace making, reliability trial or a speed or hill climb,
- (i) is let on hire, used to carry passengers for payment, other than private pooling arrangements, or to carry other people's goods for payment,
- (j) is used for purposes other than those shown in the Policy Schedule,
- (k) is not registered for use on a public road,
- (l) runs on rails or is designed to run in water such as in a lake or sea,
- (m) has been legally seized or repossessed,
- (n) is outside Australia except when being transported between places in Australia,
- (o) is being used when it is an unsafe condition, and you knew or should have known that it was unsafe to use.

**Your Policy does not cover any loss damage or liability arising out of:**

- (a) your failure to comply with a condition of this Policy,
  - (b) a deliberate act by you or anyone acting with your permission except when it is to avoid or reduce damage which would otherwise happen,
  - (c) any intentional criminal or dishonest act by you or any person acting with your consent,
  - (d) your admission of liability or fault for damage or injury without our consent, except where such liability would have been incurred even if you had not admitted fault or liability,
  - (e) the illegal carrying of quantities of inflammable liquids, gases or explosives.
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## 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:

- there is a change to the location, driver or use of the vehicle.
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**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 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.

**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.

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## 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 as soon as possible. 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,
- 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.

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, ring us or your financial services provider.

### 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,
  - repairs up to \$500 (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. If your vehicle is a ute or van and is registered for business use, the maximum amount payable is
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increased to \$2,000.

## **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).

## **Policy comes to an end on total loss**

If we declare your claim a total loss, the Policy terms have been met by us and the Policy comes to an end.

If you paid an annual premium no refund is due to you.

If you were paying by instalments, we'll deduct the premium outstanding for the period of insurance from our settlement payment to you.

## **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.

## **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.

## **Recovery action and uninsured loss**

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.

## **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 .

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## Subrogation

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.

## Taxation implications

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.

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

'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 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.

### 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.

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## Off road

The standard excess plus any other applicable excesses payable under the Policy are doubled if your vehicle is damaged while it is being driven on any beach or off any public road (excluding driveways) on land not belonging to you.

## When you will not have to pay an excess

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

- (a) you can satisfy us that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle, and
- (b) you tell us the registration number of the other vehicle and the full name, licence number and address of the other driver, and
- (c) 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 the responsible person.

If you live in a State or Territory where liability is apportioned in the courts or determined by the Barometer of Responsibility, you will qualify as 'faultless' if you are 20% or less to blame for any incident.

Where the driver of the other vehicle disputes who was at fault, you must pay any excess which applies but we will refund it if we are successful in establishing that the other driver was at fault.

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## Other terms

These other terms apply to how your Policy operates.

### **Cancelling 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.

### **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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