



QBE Insurance (Australia) Limited

# Street Fleet Motor Insurance

Product disclosure statement and motor vehicle  
insurance policy

streetfleet

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझाने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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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.

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, 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

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

### About Street Fleet

Street Fleet Pty Ltd. (ABN 36 090 125 312) is a distributor of Marsh Advantage Insurance Pty Ltd. (ABN 31 081 358 303, AFS Licence No:238 369 ). Neither Street Fleet Pty Ltd or Marsh Advantage Insurance Pty Ltd. 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.

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You 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.

We may not accept your repairer's estimate if we believe:

- they don't have the equipment or expertise to repair your vehicle;
- the scope might not be correct; or
- their estimate is not competitive.

## **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
- (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.

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## Cooling off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 30 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling off period, you should notify the Lessor electronically or in writing.

You can also cancel your Policy outside the cooling off period, see 'Cancelling your policy'.

## General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

## Privacy

We take the security of your personal information seriously.

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 ways we could use it. To get a copy at no charge by us, 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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## Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

### Step 2 – Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

### Step 3 – Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

### Step 4 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

#### *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.

#### *Privacy complaints*

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

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## Contacting QBE's Customer Care Unit, 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

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact 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.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</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.

Where you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance, no additional premium increase will be applied until the next period of insurance.

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

## 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.

Word or expression	Meaning
Policy	the contract of insurance between you and us, including the Policy terms and conditions and the Policy Schedule.
Policy Schedule	the schedule of insurance or any endorsement schedule we give you.
Suitable hire vehicle	<p>a hire vehicle that takes into account:</p> <ul style="list-style-type: none"> <li>• the type and size of the damaged vehicle</li> <li>• the ordinary daily uses of the damaged vehicle</li> <li>• whether any additional safety devices were part of the damaged vehicle, such as child seats or disability related modifications.</li> </ul>
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.

## 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

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 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 this may be necessary, we will talk to you beforehand about how you would like to proceed.

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.

We will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle only if the repairs have been authorised and managed by us. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and arranged any additional repairs that we agree with you are necessary.

We will not pay for any additional repairs we don't authorise.

## **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 (including installation) plus the cost of freighting such parts by sea transport.

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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.

## **(b) Total loss**

A vehicle will be assessed as 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 14 days of the theft being reported to police.

Where:

- your vehicle is assessed as a total loss; 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.
-

## **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**

Where you need to obtain legal advice or representation in defending or settling a claim arising out of or in relation to any one incident covered by this Policy, we will pay your reasonable legal costs and expenses. You will need to speak to us first before you incur those costs. 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 your claim has been accepted, we will reimburse you for the reasonable cost of a suitable hire vehicle.

We will not pay:

- for hiring charges after your vehicle is found or repairs are
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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 or any receipts for the hire car so that we can reimburse 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,
  - 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.

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.

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## 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. We may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

We may not accept your repairer's estimate if we believe:

- they don't have the equipment or expertise to repair your vehicle;
- the scope of repairs may not be correct; or
- their estimate is not competitive.

## 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

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

## Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for us to do so.

## 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 this did not contribute to the loss or damage,
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- (f) or an attached caravan or trailer was being used when you knew or should have known it was unroadworthy or unsafe, unless this did not contribute to the loss or damage,
- (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

You must provide reasonable assistance to us, including:

- Being truthful and frank at all times
- Providing us with information and documents, such as proof of purchase or repair quotes, if needed
- Telling us promptly if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer
- Attending one or more interviews about the claim if we ask you to
- Making your vehicle available for us to inspect or examine
- Taking your car, or allowing us to take it, to a place we require
- Responding to our requests in a timely manner.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our repairers or third parties involved in an incident.

If you don't co-operate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your 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, for example:

- Leaving your car keys inside your car and leaving it unattended, such as when going to pay for petrol
  - Failing to lock your car's windows and doors when you leave it unattended
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- Continuing to drive your car after it has broken down, been damaged or you've been notified it has been found after it was stolen.

There is also no cover if:

- You've given someone else permission to use your car and then they steal it
- You or anyone using your car admits fault or liability for an incident, unless we would have provided cover under your Policy anyway.

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

There is no cover if, at the time of the incident, your car:

- Did not meet registration requirements in your state or territory; or
- Was unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the incident.

## **Changes to your circumstances**

You must tell us as soon as possible if any of the information on your Policy Schedule is incorrect or has changed. For example, you must tell us if:

- there is any change to the names of the vehicle's owners, or
  - there is any change to the use of your vehicle(s), or
  - you have a change of address, including any changes to where your vehicle(s) are stored, or
  - there is any change to the vehicle to be insured by this Policy, or
  - there is a new regular driver of the vehicle, or
  - your contact details like email, phone number or mailing address change, or
  - you want to change the cover options selected, or
  - you wish to modify your vehicle, to the manufacturer's specifications to improve your vehicle's performance, but only if your vehicle is a sedan, station wagon, panel van, 4x4 or a goods carrying vehicle with a gross vehicle mass under 3,500 kilograms, or
  - a non-standard accessory has been added, or
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- there is any other change to the details listed in your Policy Schedule.

If you don't tell us, we may reduce or refuse to pay a claim.

If you wish to insure any fitted non-standard accessory or modification, each one must be advised to us for our acceptance, which we will confirm by issuing an alteration advice.

When you tell us about a change or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes. If you request any change to cover (for example, you choose to add a cover option) and we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium.

If an additional premium is required, the change to your cover will only become effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium, or
- you have paid the additional premium by the due date we give to you. If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the most recent contact details you provided to us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Certificate of Insurance. If you request any change to cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.

If you tell us about a change in your car or car's value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium.
  - if we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
    - if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
    - you have paid the additional premium by the due date we give to you.
-

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your Policy. We will use the latest contact details you provided us to notify you of the cancellation date, which will depend on factors including:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium,
- the premium you have already paid on your Policy; and
- the remaining period of insurance.

You will not receive a refund as we will use the premium you have already paid to delay the cancellation date by as long as possible. If you pay the additional premium after we notify you but before the cancellation date, then we will no longer need to cancel your Policy.

### **Other 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.

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 in relation to any claim they make.

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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 as soon as possible if your vehicle or any of your property is stolen or maliciously or intentionally damaged and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss,
- tell us as soon as possible. We will provide you with a claim form and advice on what to do,
- supply us with all relevant information we reasonably require to settle or defend the claim,
- send to us as soon as possible any letter or communication from other parties,
- tell us as soon as possible 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,
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- 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 increased to \$2,000.

## **Contribution and other insurance**

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or 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).

## **How claims administration and legal proceedings are undertaken**

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

We'll also report any suspected fraudulent act to the Police for further investigation.

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## Policy comes to an end on total loss

If your vehicle is a total loss and we pay you the sum insured, the market value or replace your vehicle, then the Policy comes 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:

- 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.

The total premium is payable and non-refundable because you have received the benefits associated with a total loss claim under the Policy.

If you've other vehicles insured on the Policy, then your regular instalments will be reduced up until your Policy renewal date because there will be fewer vehicles to cover. This lasts until your Policy renewal date, which you can find on your Policy Schedule.

Where this Policy covers more than one vehicle then this clause will only apply to the particular vehicle, which has been treated as a total loss.

## Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

## Providing evidence and information

You must be able to demonstrate you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this information if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following records:

- police reports,
- medical reports,
- proof or evidence of loss or damage,
- proof or evidence of ownership,
- receipts or tax invoices evidencing confirmation of purchase of your vehicle or any accessories, and
- all service and repair records.

We won't pay any claim when the only proof or evidence of ownership is:

- A photograph
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- A photocopy of any documentation
- A copy of information downloaded from the internet

unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for.

## Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after we pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

## 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

In most cases, you'll need to contribute an amount towards the cost of any claims you make.

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 your claim is accepted 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

The standard excess applies to all claims unless your Policy states that no excess applies to your 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 who:

- is under the age of 21, or
- is aged 21 but under the age of 25, or
- is aged 25 or more but has not held an Australian driver's licence for two or more years for the type of vehicle being driven at the time of the incident.

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

## 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) 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 (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene), and
- (b) you provide us with the registration number of the other vehicle and the full name 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.

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 may rely on a request from one insured to cancel your Policy.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) 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 and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

If you make a fraudulent claim on your Policy, we can cancel it and we won't provide any refund.

### **Sending you documents**

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

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