



# MOTOR VEHICLE LEASE INSURANCE

PRODUCT DISCLOSURE STATEMENT

Allianz 

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# Motor Vehicle Lease Insurance

Welcome and thank You for choosing Motor Vehicle Lease Insurance.

This Product Disclosure Statement (PDS) is an important document that contains information designed to help You make an informed decision about whether to purchase this insurance and compare it with other products You may be considering.

You need to ensure You have all the protection You need, so please read through this PDS carefully before making a decision to purchase this insurance, and store in a safe place for easy reference.

## About Allianz

As a member of the worldwide Allianz Group, We use Our years of local expertise, combined with global experience, to offer a wide range of products and services to Our customers.

We are committed to continuous improvement of Our products and services and strive to achieve this through the use of dedicated technical research units and the sharing of new product developments globally.

## Motor Vehicle Lease Insurance – a snapshot

This is a high level snapshot only and not a full description of the cover. For information on what is covered and what is not covered and for any limits, conditions, exclusions and Excesses that apply, please carefully read this PDS, Your Schedule and any other documents that make up Your Policy.

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<b>Who We cover</b>	<ul style="list-style-type: none"><li>• Those named as insured(s) in Your Schedule (“You”).</li></ul>
<b>Type of cover</b>	<ul style="list-style-type: none"><li>• Comprehensive insurance</li></ul>
<b>We offer</b>	<ul style="list-style-type: none"><li>– Accidental loss of (including theft) or Accidental Damage to Your Vehicle during the Period of Insurance as listed under the Comprehensive insurance section including “Other benefits We will pay”. See pages 14 to 19.</li><li>– Liability covers as specified in the Legal liability section including “Other benefits We will pay”. See pages 20 to 22.</li></ul>
<b>What cover You get for Your Vehicle</b>	We will cover Your Vehicle for its Market Value, including its: <ul style="list-style-type: none"><li>• standard tools, modifications and accessories as supplied by the manufacturer; and</li><li>• fitted or non-standard extras, modifications and accessories.</li></ul>

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<b>What We pay for (where applicable)</b>	If We agree to pay a claim for covered loss of or damage to Your Vehicle We will: <ul style="list-style-type: none"><li>• at Our option, repair or pay You the reasonable cost of repairs or the Market Value of Your Vehicle in the event of a total loss claim; and</li><li>• pay for other covered benefits that apply, subject to the relevant limits.</li></ul>
<b>What You pay for</b>	If You make a claim and are responsible or at fault for the Accident, You will be required to pay: <ul style="list-style-type: none"><li>• any amounts that might apply such as an Excess.</li></ul>

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## Understanding the Policy

This PDS is an important document. Please read it carefully before making a decision.

It will help You to:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

## Your insurance contract with Us

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You.

The Policy consists of:

- this PDS which sets out the standard terms of Your cover and its limitations,
- any applicable Supplementary PDS (SPDS) we issue that varies it;
- Your current Schedule. Your Schedule shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant only to You that amend the standard terms of this document. Only those sections shown as covered in Your Schedule are insured; and
- any other document we tell you forms part of the Policy otherwise advised by Us in writing at or prior to commencement of the policy or when required or permitted by law, which may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

Any new or replacement Schedule We may send You, detailing changes to Your cover or the Period of Insurance, will become the current Schedule, which should be carefully read and retained.

Cover is provided on the basis:

- that You have paid or agreed to pay Us the premium for the cover provided; and
- of the verbal and/or written information provided by You which You gave after having been advised of Your Duty to take reasonable care not to make a misrepresentation either verbally or in writing.

## The value We apply to Your Vehicle

We insure Your Vehicle for Market Value. The value that applies to Your Vehicle will be shown on Your Schedule.

### Market Value

Market Value is the cost to replace Your Vehicle with a vehicle of the same make, model, age and condition as Your Vehicle immediately prior to the loss or damage but excluding costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

### Your premium

In return for paying or agreeing to pay Us Your premium, We will provide the cover that You have chosen. Your premium will be based on Our view of the likelihood of a claim being made on Your Policy during the term of the Policy.

When We work out the premium We look at a number of factors that have over time been shown to be a good determinate of the likelihood of a claim being made. Some of these factors include the type of Vehicle You have, its value, where it is kept and relevant claims and incident/Accident history.

Minimum premiums may apply. In some cases, discounts/entitlements may apply if You meet certain criteria We set. Any discounts/entitlements may be subject to rounding and only apply to the extent any minimum premium is not reached. If You are eligible for more than one, We also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Any discounts/entitlements will be applied to the base premium calculated prior to any taxes being added.

Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST, Emergency and Fire Services Levy) in relation to Your Policy. These amounts will be set out separately on Your Schedule as part of the total premium payable.

In cases where We are required to pay an estimated amount (e.g. for Fire Services Levies) based on criteria set by the Government, We allocate to the Policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can ask Us for more details if You wish.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule. If You fail to pay, We may reduce any claim payment by the amount of Premium owing and/or cancel the Policy in accordance with the process set out in the "Cancellation rights under Your policy" section.



## Fourteen day cooling off period

You have a cooling off period of fourteen (14) days from the date You purchase this insurance. If You cancel Your Policy during this period We will refund the premium paid by You if You have not made a claim or an event has not occurred that could give rise to a claim.

We may deduct from Your refund amount any government taxes or duties We cannot recover.

## When the Policy ends

Your Policy will end at the earliest of the following:

- the expiry date shown on Your Schedule;
- on cancellation of Your Policy; or
- where We have agreed to pay a claim for the full sum insured for the relevant property.

## Renewal procedure

Before Your Policy expires We will advise You whether We intend to offer renewal and if so on what terms.

This document also applies for any offer of renewal We may make, unless We tell You otherwise.

It is important that You check the terms of any renewal offer before renewing to satisfy Yourself that the details are correct. In particular, check the sum insured amounts and Excess(es) applicable and to ensure the levels of cover are appropriate for You.

## Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge.

A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

**If You do not meet the above Duty**, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Us via the details on the back cover or visit [www.allianz.com.au/misrepresentation](http://www.allianz.com.au/misrepresentation)

## **Governing law**

Your Policy is governed by the law of the state of Australian State or Territory where the Policy is issued.

## **Some words have special meanings**

Certain words used in the Policy have special meanings. The “Words with special meanings” section of this document contains such words and their meanings.

In some cases, certain words may be given a special meaning when used in a particular section of the Policy or in the other documents making up the Policy.

Headings are provided for reference only and do not form part of the Policy for interpretation purposes.

# Words with special meanings

In the Policy, some words have special meanings wherever they begin with a capital letter in this PDS or in other documents making up the Policy. These words and their meanings are outlined below:

**Accident** means a sudden, violent, external, unusual and identifiable specific event which happens unexpectedly and is unintended by You.

**Accidental Damage** means damage which occurs as a result of an Accident.

**Aircraft** means anything made or intended to fly or move in or through the air or space other than model aircraft.

**Dangerous Goods** means substances which are defined as dangerous goods in the Australian Dangerous Goods Code (as amended from time to time or its equivalent if replaced).

**Employee** or **Employees** means any person(s) engaged in Your business under a contract of service or apprenticeship, or supplied to You by a contract of labour hire.

**Excess** means the amount shown in Your Schedule which You must pay as a contribution to a claim under Your Policy. (see "Making a claim" section for details).

**Family** means Your spouse or de facto spouse and children, or the children of Your spouse or de facto spouse, who ordinarily live with You.

**Gross Vehicle Mass** means the maximum load that the Vehicle is designed to carry.

**Malicious Damage** means intentional damage done to Your Vehicle by someone else without Your consent.

**Market Value** means the cost to buy a vehicle of the same make, model, engine size, features and paint type including any modifications, options and accessories of Your Vehicle at the date of its loss or damage, but no more than the sum insured.

**Period of Insurance** means the period of time beginning on the effective date shown on Your Schedule and ending on the earlier of the expiry date shown on Your Schedule or the date the Policy ends (see "When the Policy ends" on page 7).

**Personal Property** means personal items designed to be worn or carried including tools, but not:

- cheques, money, credit cards or negotiable instruments;
- firearms; or
- mobile phones.

**Policy** means this document, any applicable Supplementary PDS (SPDS) we issue that varies it, any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it and Your Schedule.

**Schedule** means the most current Allianz Policy Schedule and attachments issued to You by Us. It sets out Your premium, the cover types selected by You and other applicable details of Your cover such as the Period of Insurance and any Excesses payable.

**Substitute Vehicle** means a vehicle not belonging to You which is used by You with the consent of the owner whilst Your Vehicle cannot be used because it is undergoing repair or service.

**Total Loss** means Your Vehicle is stolen and not recovered within a reasonable period of time, or where We consider Your Vehicle is either unsafe or uneconomical to repair.

**Vehicle** means the registered vehicle(s) shown on Your Schedule including:

- its standard tools, modifications and accessories as supplied by the manufacturer; and
- its fitted or non-standard extras, modifications and accessories.

**We, Our, or Us** refers to the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234 708.

**You or Your** refers to those named as the insured in Your Schedule and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy. Where the insured comprises more than one person, the word 'You' shall be considered as applying to each person as if that person were the only person named as You.

# Benefits of cover available

## Comprehensive Insurance – Other benefits We will Pay

Cover	Summary of cover available	Motor Vehicle Lease Insurance
Accommodation and travelling expenses	Pay for the reasonable cost for essential temporary accommodation or travelling expenses after a covered Accident.	Up to a maximum of \$5,000 any one event.
Additional accessories	Pay for claims for loss of or damage to any equipment and apparatus of Your Vehicle.	Up to a maximum of \$5,000 any one event.
Automatic additions and deletions	Cover any replacement or additional registered Vehicles acquired by You during the Period of Insurance.	Up to \$250,000 any one Vehicle.
Automatic trailer cover	Pay for loss of or damage to any two wheeled or box trailer whilst it is attached to Your Vehicle.	Up to a maximum of \$5,000 any one event.
Child seat or capsules	Replace any child seat or baby capsule in Your Vehicle following a covered Accident and if damaged.	Up to a maximum of \$1,000 any one incident.
Emergency repairs	Reimburse for the cost of emergency repairs which may be necessary to enable Your Vehicle driveable after a covered Accident or Malicious Damage.	Up to a maximum of \$2,500 any one event.
Fire Brigade & Emergency Services cover	Cover for charges imposed by the Fire Brigade, Police or any Government Emergency Services.	Up to a maximum of \$25,000.
Hire vehicle following an Accident	Cover for a hire vehicle when Your Vehicle is damaged as a result of a covered Accident.	Up to \$100/day for a maximum cost of \$4,200.
Hire vehicle following fire and theft	Cover for a hire vehicle when Your Vehicle is damaged by fire or theft.	Up to \$100/day but no more than a maximum of \$4,200.

Cover	Summary of cover available	Motor Vehicle Lease Insurance
<b>Hired vehicles</b>	Pay for any excess where You hire and insure the hire vehicle with hiring company.	Up to a maximum of \$5,000 any one event.
<b>Personal Property</b>	Pay for claims for Personal Property belonging to You, Your Family or Your Employees following loss or damage to Your Vehicle.	Up to a maximum of \$2,500 any one theft or Accident.
<b>Re-keying and re-coding</b>	Cover for the replacement and cost to re-code Your Vehicle's locks if Your keys are stolen.	Up to a maximum of \$5,000 per event.
<b>Removal of basic Excess for windscreen claims</b>	Removal of basic Excess where Your Vehicle's windscreen or window glass is Accidentally broken.	Applicable to one claim per Period of Insurance.
<b>Removal of debris</b>	Cover for costs to clean up and removal of Your Vehicle debris following a covered Accident.	Up to a maximum of \$50,000.
<b>Replacement vehicle</b>	Replace Your Vehicle with a new vehicle where Your Vehicle is declared a Total Loss.	For Vehicles within their first two years of registration.
<b>Sign writing</b>	Cover for the costs to reinstate any sign writing and artwork.	Up to a maximum of \$25,000 any one event.
<b>Towing</b>	Cover for costs to protect and tow Your Vehicle following a covered Accident or theft.	Reasonable cost.
<b>Vehicle return</b>	Cover for additional costs to return Your Vehicle to its original destination or point of departure.	Up to a maximum of \$5,000 any one event.

## Legal Liability – Other benefits We will Pay

Cover	Summary of cover available	Motor Vehicle Lease Insurance
<b>Limit of Liability</b>	Covers Your legal liability to pay compensation for loss of or damage to someone else's property which is caused by a covered Accident.	Up to a maximum of \$30,000,000.
<b>Dangerous goods</b>	Cover for losses, arising from the transportation of Dangerous Goods including cleanup, contamination or restitution of any land or waterway.	Up to a maximum of \$5,000,000.
<b>Falling goods</b>	Cover legal liability if a third party's property is damaged by falling goods from Your Vehicle.	Up to the limit of liability.
<b>Legal costs</b>	Pay for legal costs and expenses in defending any court proceedings arising from Your legal liability.	Up to the limit of liability.
<b>Loading and unloading</b>	Cover legal liability if a third party's property is damaged by the loading and unloading of goods from Your Vehicle.	Up to the limit of liability.
<b>Substitute vehicle</b>	Cover legal liability to a third party's property caused by You driving a vehicle not belonging to You whilst Your Vehicle can not be used because it is undergoing repairs.	Up to the limit of liability.

# Comprehensive Insurance

In order to be sure that You are covered under this policy You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

## Accidental loss of or damage to Your Vehicle

We will cover You for accidental loss of (including theft) or any other type of Accidental Damage that happens to Your Vehicle during the Period of Insurance subject to the other terms of this section and the Policy (including those relating to the limits and Excess).

Where “New for old replacement of a new vehicle after a Total Loss” does not apply, at Our option (acting reasonably) We will:

- repair Your Vehicle; or
- pay You the reasonable cost of repairing Your Vehicle; or
- pay You the Market Value of Your Vehicle.

Further, We will adjust Your claims payment in accordance with the GST provision shown under GST notice.

## New for old replacement of a new vehicle after a Total Loss

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

- Your Vehicle is a Total Loss;
- You purchased it new (or as a demonstrator model) from the manufacturer or their dealer;
- Your Vehicle is under 3.5 tonnes Gross Vehicle Mass;
- where Your Vehicle is financed, Your financier has given Us written consent; and
- Your Vehicle is less than two years old from when it was first registered at the time it is declared a Total Loss.



If the payment of an Excess is applicable it is payable to Us upfront before We replace Your Vehicle.

We will also pay stamp duty, dealer charges and the registration for the period registered (but not exceeding 12 months) on the new replacement vehicle.

If a new replacement vehicle is not available, We will pay You the Market Value of Your Vehicle.

## **Other benefits We will pay**

Unless We have stated differently under one of the other benefits listed below, the benefit will only apply where We have accepted a claim for accidental loss of or Accidental Damage to Your Vehicle (called a covered Accident) under the Policy, and any payment We may make under this section will be paid in addition to any amount payable for the loss of or damage to Your Vehicle.

### **Accommodation and travelling expenses**

If Your Vehicle is more than 100 km from the address where it is normally parked at night and:

- is damaged in a covered Accident and unable to be driven; or
- is lost through theft and not found within a reasonable time,

We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You up to a maximum of \$5,000 for any one event.

### **Additional accessories**

We will pay for claims for loss of or damage to any equipment and apparatus of Your Vehicle as maintained by You including navigation equipment built into Your Vehicle (but excluding mobile phones) up to a maximum of \$5,000 any one event.

### **Automatic additions and deletions**

We will cover any replacement or additional registered Vehicles acquired by You during the Period of Insurance provided that:

- such Vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance;
- You notify Us within 30 days of acquiring any Vehicle;
- cover will not exceed a maximum sum insured of \$250,000 any one Vehicle unless notified by Us in writing; and
- You pay or agree to pay Us any additional premium We require.

### **Automatic trailer cover**

We will pay for loss of or damage caused as a result of a covered Accident to any two wheeled or box trailer which weighs less than 2 tonnes and is owned by You which occurs while it is attached to Your Vehicle. The maximum We will pay in respect of any one event is \$5,000.

### **Child seat or baby capsules**

Following a covered Accident, and if damaged, We will replace any child seat or baby capsule in Your Vehicle.

The maximum We will pay in respect of any one incident is \$1,000.

### **Emergency repairs**

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle to point of departure after it is involved in a covered Accident, suffers Malicious Damage, or is stolen and recovered in a damaged condition.

The maximum We will pay in respect of any one event is \$2,500.

### **Fire Brigade and Emergency Services cover**

Following a covered Accident, We will pay up to \$25,000 for Your liability for charges imposed by the Fire Brigade, Police, Ambulance, Environmental Protection Services or any Government Emergency Services.

### **Hire vehicle following an Accident**

When We accept a claim for Accidental Damage to Your Vehicle, We will provide You with a rental car.

The rental car benefit will be provided from:

- the date repairs to Your Vehicle are authorised; or
- the date Your Vehicle is made available for repairs to be commenced,

whichever is the later.

The maximum daily rental benefit We will pay is \$100. We will provide the rental car:

- for a maximum cost of \$4,200; or
- until the repairs have been completed; or
- until We settle Your claim by paying You the Market Value,

whichever happens first.

We will extend this time to the extent we caused or contributed to the delay.

We will arrange a rental car for you. If You arrange Your own rental car without Our consent, We are not obliged to pay for the rental car You arranged.

We will not pay for:

- the cost of fuel used while driving the rental or loan car; or
- any accidental loss of or damage to the rental or loan car.

### **Hire vehicle following fire and theft**

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and the loss or damage is caused by fire or theft, We will assist You in paying the cost of a hire vehicle:

- up to \$100 per day, but no more than a maximum of \$4,200 for each Vehicle in the Period of Insurance or until recovery of the Vehicle, or settlement of Your claim whichever is the earlier; and
- provided the theft or fire has been reported to Us and to the police.

We will arrange a rental car for you. If You arrange Your own rental car without Our consent, We are not obliged to pay for the rental car You arranged.

We will not pay for:

- the cost of fuel used while driving the rental or loan car; or
- any accidental loss of or damage to the rental or loan car.

### **Hired vehicles**

Where You hire a sedan, station wagon, four wheel drive, van or utility under 3.5 tonnes Gross Vehicle Mass and You insure the hired vehicle, We will:

- pay any excess You are required to pay to the hiring company under that insurance during the Period of Insurance, provided the excess You are required to pay to the hiring company exceeds the basic Excess payable under Our Policy.

The maximum We will pay in respect of any one event is \$5,000.

## Personal Property

We will pay for claims for Personal Property belonging to You, Your Family or Your Employees which are:

- damaged in a collision involving Your Vehicle;
- stolen from Your Vehicle while it is locked ; or
- stolen at the same time as Your Vehicle.

Any payment will be subject to due allowance for depreciation, age and wear and tear.

The maximum We will pay in respect of any one Accident or theft is \$2,500.

## Re-keying and re-coding

If the keys to Your Vehicle are stolen We will pay for the replacement of Your Vehicle's keys and the necessary re-coding of Your Vehicle's locks.

The maximum amount We will pay is:

- the amount by which the cost to re-key and/or recode Your Vehicle exceeds the basic Excess payable for the claim, up to a maximum amount of \$5,000 per event.

This benefit will only apply if:

- the theft of Your keys has been reported to the police, and the keys have not been stolen by an Employee, Family member, invitee or person who resides with You.

## Removal of basic Excess for windscreen claims

When We accept a claim where the windscreen or window glass in Your Vehicle is Accidentally broken We will not apply an Excess to Your first claim in the Period of Insurance.

This only applies if:

- a. the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- b. the broken windscreen or window glass is the only damage to Your Vehicle; and
- c. Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 3.5 tonnes Gross Vehicle Mass.

Cover under this benefit does not entitle You to a claim for a rental car.

**Removal of debris**

We will pay You for reasonable costs necessarily incurred for the clean-up and removal of Your Vehicle debris up to a maximum of \$50,000 per event.

**Sign writing**

We will pay for any loss of or damage to sign writing and artwork of Your Vehicle where reinstatement is required up to a maximum of \$25,000 each event.

**Towing**

Following a covered Accident or theft of Your Vehicle, We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

**Vehicle return**

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and is damaged in a covered Accident and unable to be driven We will pay up to a maximum of \$5,000 per event to return Your Vehicle to its original destination or departure location, whichever is required by You.

# Legal Liability

In order to be sure that You are covered under this policy You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

## Cover for damage to other people's property (legal liability)

We will cover Your legal liability to pay compensation for loss of or damage to someone else's property which is the result of a covered Accident which is partly or fully Your fault which occurs during the Period of Insurance and arises out of the use of:

- Your Vehicle or a Substitute Vehicle used by You whilst Your Vehicle is being serviced or repaired; and/or
- a trailer towed by Your Vehicle.

The above cover is extended to:

- any person who is driving, using or in charge of Your Vehicle or a Substitute Vehicle with Your permission;
- a passenger travelling in Your Vehicle or a Substitute Vehicle or who is getting into or out of Your Vehicle or a Substitute Vehicle with Your permission; and
- Your employer, principal or partner arising out of Your use of Your Vehicle or a Substitute Vehicle.

We will not cover legal liability:

- where the vehicle is unregistered; or
- that is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability even if the amount recoverable is nil; or
- where the vehicle is used on rails; or
- where the loss or damage occurs to Aircraft; or
- where the loss or damage occurs to Your own property or Your spouse's or de facto's property, 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.

## **Additional cover for supplementary bodily injury (legal liability)**

We will also cover You, a currently licensed driver driving the vehicle with Your permission or a passenger travelling in or getting into or out of the vehicle with Your permission, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle or a Substitute Vehicle, if the vehicle is registered for use on a public road when the liability is incurred and arises, from one or more of the following events which occurs during the Period of Insurance:

- driving or being in charge of Your Vehicle or a Substitute Vehicle;
- goods being carried by or falling from Your Vehicle or a Substitute Vehicle; or
- loading or unloading Your Vehicle or a Substitute Vehicle.

We will not pay if the event or series of related events that gives rise to the legal liability or any part of it is insurable under any:

- statutory or compulsory insurance policy or fund covering such legal liability even if the amount recoverable is nil.

We will not pay if the legal liability would have been covered or indemnified in any way if You had not failed to:

- insure Your Vehicle, or
- register Your Vehicle, or
- comply with the requirements of any statutory or compulsory insurance policy or compensation scheme or fund.

We will not pay for legal liability to any:

- person driving or in charge of Your Vehicle or a Substitute Vehicle;
- Employees; or
- Family member.

We will not pay for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).

We will not pay unless You or the person claiming under this section have notified Us of a claim under this section as soon as reasonably possible after You or the person claiming first becoming aware of an intention to make a claim against You or the person claiming. We may reduce or refuse Your claim to the extent We are prejudiced by any delay in notifying us.

We will not pay for legal liability caused by or arising from an intentional act by You or any other person claiming.

We will not pay any amount of exemplary, punitive or aggravated damages.

## Maximum amount payable

The maximum We will pay in respect of all claims under this legal liability section will not exceed:

- a. \$30,000,000 for all losses, excluding any claim(s) arising from the transportation of Dangerous Goods including cleanup, contamination or restitution of any land or waterway; or
- b. \$5,000,000 for all losses, arising from the transportation of Dangerous Goods including cleanup, contamination or restitution of any land or waterway, provided:

We will not cover, unless agreed by Us in writing, Your liability for any claim arising out of the transportation of:

- explosives or radioactive goods; or
- gases in containers larger than 500 litres; or
- all other Dangerous Goods in containers larger than 400 kg for solids or 450 litres for liquid; or
- all Dangerous Goods where transport does not comply with the Australian Dangerous Goods Code and any other applicable legislation and regulations.

## Other benefits We will pay

### Legal costs

Provided We agree in writing, We will pay for legal costs and expenses in defending any court proceedings arising from a claim for liability covered by the Policy. Please contact us to confirm approval for these costs.

We will not pay for legal costs and expenses relating to any criminal or traffic enforcement related proceedings.

### Cross liability

We agree that each person comprising the insured named in Your Schedule is considered as if that person were the only person named as the insured, and We waive Our rights of subrogation against any of those persons named as the insured.

### Joint insured

A claim lodged by any one person named in the Schedule is considered to be a claim by all persons named in the Schedule for the same event giving rise to the claim.



# When We will not pay Your claim

You are not covered and We will not pay any claim:

## Loss of use

for loss or damage suffered because You cannot use Your Vehicle.

## Wear and tear and breakdown

for loss, damage or liability caused by wear and tear, rust, corrosion, depreciation, or mechanical, structural, electrical or computer failures, malfunctions or non-performance.

## Tyres

for damage to tyres or wheel rims caused by braking, road punctures, cuts or bursts.

## Old damage

for the costs of repairing pre-existing damage, or the costs of fixing faulty repairs, unless the repairs were undertaken as the result of a claim under the Policy and with Our agreement.

## Intentional damage

for loss, damage or liability intentionally caused by You or a person acting with Your express or implied consent.

## Safeguard of vehicle

for loss of or further damage to Your Vehicle following a loss or Accident, unless reasonable steps were taken to protect or safeguard Your Vehicle.

## Underground services, vibration or weakening

for loss, damage or liability:

- to underground services, pipes, cables or the like;
- to any land or fixed property arising howsoever from vibration, or from the removal or weakening of, or interference with support to land, buildings or any other property,

arising out of the use of Your Vehicle or a Substitute Vehicle.

If Your Vehicle or a Substitute Vehicle comes into direct contact with overhead cables, wires or conduits, We will pay only for the repair of the direct physical damage so caused, up to a maximum of \$100,000 each event.

## **Trailers**

for loss, damage or liability caused or contributed to by more than the legally permitted number of trailers attached to Your Vehicle or a Substitute Vehicle.

## **Driving under the influence of drugs/alcohol**

for loss, damage or liability caused while Your Vehicle or a Substitute Vehicle is being driven by any person impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drugs or alcohol in their breath or blood in excess of that allowed by law.

However, if it is reasonable that You did not know that the driver of Your Vehicle or a Substitute Vehicle was so affected, We will cover You but not the driver of Your Vehicle or a Substitute Vehicle.

This exclusion shall not apply if it contravenes the law of the State or Territory in which the Policy was issued.

## **Submitting to test**

for loss, damage or liability where the driver of Your Vehicle or a Substitute Vehicle refuses a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood.

However, if it is reasonable that You did not know that the driver of Your Vehicle or a Substitute Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle or a Substitute Vehicle.

This exclusion shall not apply if it contravenes the law of the State or Territory in which the Policy was issued.

## **Unlicensed drivers**

for loss, damage or liability that occurs while Your Vehicle or a Substitute Vehicle is being driven (with Your consent) by any person who is not licensed under any relevant law to drive such a vehicle. However, if it is reasonable that You did not know the driver was not licensed We will cover You but We will not cover the driver of Your Vehicle or Substitute Vehicle.

## **Overloaded Vehicle**

for loss, damage or liability caused or contributed to by Your Vehicle or a Substitute Vehicle being used to carry or tow a load or carry passengers greater than that for which Your Vehicle or a Substitute Vehicle was constructed.

## **Unroadworthy condition**

caused by, arising from or in any way connected with Your Vehicle or a Substitute Vehicle being used in an unroadworthy or unsafe condition. However, We will cover You if it is reasonable that the condition could not reasonably have been detected by You or that the loss, damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

## **Tests**

caused by, arising from or in any way connected with Your Vehicle or a Substitute Vehicle being tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person.

## **Motor sports events**

caused by, arising from or in any way connected with Your Vehicle or a Substitute Vehicle being used in connection with a race, trial, test, contest or other sports event.

## **Experiments**

caused by, arising from or in any way connected with Your Vehicle or a Substitute Vehicle being used in connection with the motor trade for experiment, test, trial, demonstration or towing.

## **Hire or reward**

caused by, arising from or in any way connected with Your Vehicle or a Substitute Vehicle being used for carrying passengers for hire or reward, unless noted on Your Schedule, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer.

## **Hire of Your Vehicle**

caused by, arising from or in any way connected with Your Vehicle or a Substitute Vehicle being used or let for hire, unless noted otherwise on Your Schedule.

## **Stock in trade**

for loss, damage or liability while Your Vehicle is in the possession of another person for the purpose of sale.

## **Seizure of Vehicle**

after Your legal interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any persons lawfully entitled to do so.

## **Illegal purpose**

for loss, damage or liability caused or contributed to by Your Vehicle being used for any illegal purpose with Your consent.

## **War**

for loss, damage or liability caused by war, foreign hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, or looting, sacking or pillage following any of these events.

## **Nuclear waste/material**

for loss, damage or liability caused by the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

## **Geographical limitation**

for loss, damage or liability that occurred while Your Vehicle was not in Australia or New Zealand.

## **Financial loss**

for any financial loss occurring because:

- You cannot use Your Vehicle;
- Your Vehicle's value was less after being repaired; or
- Your Vehicle's working life has been reduced.

## **Underground mining**

caused by, arising from or in any way connected with Your Vehicle being:

- used for drilling or tunnelling whilst underground; or
- driven in an underground mine or mining shaft;

when the loss or damage occurred.

## **Economic or trade sanctions**

To the extent that the provision of cover, payment or benefit is prohibited by any law, sanction, prohibition or restriction under United Nations resolutions or any other applicable trade or economic sanctions, laws or regulations.

## Asbestos

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, there is not any actual or alleged liability whatsoever in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## Terrorism

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, the Policy excludes and does not cover death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

The Policy also excludes and does not cover death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

# General Conditions applicable to the Policy

## Obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the Policy. Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment to the extent We are prejudiced by Your noncompliance and/or cancel the Policy.

### Do not admit liability

You must not:

- admit guilt or liability, or make a promise or offer of payment in connection with any claim. If You do, We may reduce or refuse Your claim to the extent We are prejudiced by Your admission, promise or offer; or
- offer or agree to settle any claim, without Our written consent.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim. If You do, We may reduce or refuse Your claim to the extent We are prejudiced by Your offer or agreement.

### Keeping evidence of the value of the insured property

You should keep evidence of the value of all property covered under the Policy. You should also keep evidence of the amount of any accidental loss, damage or destruction.

### Prevention of loss or damage

We may not pay a claim if You do not take all reasonable precautions to prevent injury, loss or damage, including securing Your Vehicle against unauthorised entry when it is unattended. This includes removing the keys and locking the Vehicle. It is a condition of the Policy that Your Vehicle is kept in good repair. We may reduce or refuse a claim to the extent that Your Vehicle's state of repair contributed to or caused the loss.

# Making a claim

## Assisting Us with Your claim

You must assist Us with a claim. This means give Us all the information and assistance with the claim which We may reasonably require. If You do not We may not pay the claim (in whole or in part) or provide cover.

If We have the right to recover any amount payable under the Policy from any other person, You must take reasonable steps to co-operate with Us in any action We may take.

## When You are at fault

You are at fault if You:

- are responsible for the Accident; or
- contributed to the cause of an Accident.

## What We pay for

If We agree to settle a claim, We will:

- decide whether to repair Your Vehicle;
- pay the reasonable cost of repairing Your Vehicle;
- pay the Market Value;
- pay any other benefits that apply; and/or
- deduct any amounts that apply to the Policy such as an Excess or unpaid premium.

## How We will settle a claim for Your Vehicle

We may choose to settle a claim for loss or damage to Your Vehicle in any of these ways.

### Repair Your Vehicle

We can arrange for one of Our selected repairers to repair Your Vehicle or You can arrange for Your own repairer. To see what happens when a decision is being made on a repairer see the section "Choosing a repairer".

## **Pay You the reasonable cost of repairing Your Vehicle**

Rather than repair Your Vehicle We can choose (acting reasonably) to pay You the reasonable cost of repairing it. To see what happens when a decision is being made on a repairer see the section "Choosing a repairer".

## **Pay Your claim as a Total Loss**

We may pay out Your claim as a Total Loss when We consider Your Vehicle to be a Total Loss or We choose to do so. If We pay out Your claim as a Total Loss, then cover for that Vehicle under the Policy comes to an end and there is no refund of premium to You for any unexpired Period of Insurance for that Vehicle.

For Comprehensive insurance We pay the Market Value less:

- the Excess; and
- any unpaid premium for that Vehicle.

We will keep the Vehicle. At Our discretion (and if safe to do so), You may reclaim the Vehicle if You agree to pay the salvage price.

## **Paying for other benefits**

If We agree to pay You other benefits under the Policy, We will pay the reasonable cost.

We will repair, replace or pay the relevant loss or damage (as applicable) up to the maximum amount that applies under the benefit.

## **What happens to Your Vehicle?**

### **Recovered Vehicles**

If We settle Your claim under Comprehensive insurance and it is a Total Loss and Your Vehicle is later recovered We will usually keep the recovered Vehicle. At Our discretion (and if safe to do so), You may reclaim the recovered Vehicle if You agree to pay the salvage price.

### **Damaged property**

If We settle the claim for a damaged item then it becomes Our property. At Our discretion (and if safe to do so), You may reclaim the damaged property if You agree to pay the salvage price.



## Payments to the credit provider

If We pay You for a claim on Your Vehicle that is under a finance arrangement, We first pay the credit provider the lower of these amounts after deducting any Excess and any other deductions that apply:

- the Market Value;
- the cost of repairing Your Vehicle; and
- the balance owing to the credit provider under the finance arrangement.

If the credit provider is entitled to the salvage of the Vehicle, We will deduct the estimated salvage value of the Vehicle from any amount We pay them.

However We will only pay the credit provider if they:

- are noted on Your Schedule; and
- give Us any help We reasonably ask for.

If We make a payment to a credit provider, then that payment discharges Our obligation to You under Your Policy for the amount paid.

If We decide to settle Your claim as a Total Loss, before We settle Your claim:

- We will check the Personal Property Securities Register to confirm whether any money is owing on Your Vehicle; and
- You must settle any finance arrangement over Your Vehicle and remove it from that register or agree for Us to pay (and provide all information We reasonably require to pay) the settlement amount (up to the outstanding balance on the finance arrangement) directly to the credit provider.

## GST notice

The Policy has a GST provision in relation to Your premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully.

Seek professional advice if You have any queries about GST and Your insurance.

## Sums insured

All monetary limits in the Policy may be adjusted for GST in some circumstances (see below).

## **Claim settlements – Where We agree to pay**

When We calculate the amount We will pay You, We will have regard to the items below:

### **Acquisition of goods, services or repairs**

Where You are liable to pay an amount for GST in respect of an acquisition relevant to a claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount.

We will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the Policy or in Your Schedule (unless We state GST is included in sum insured or Limit of Indemnity).

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

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

### **Payment as compensation**

Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

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

If You register, or are registered for GST, You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

### **Recovery against another party**

We have the right to recover from any person, in Your name, the amount of any claim paid under the Policy and We have full discretion in the conduct, settlement or defence of any claim in Your name. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to. If We recover more than the amount We have paid to or on behalf of You, We will pay You the balance.

The amount of any Excess You have paid will only be refunded when Your claim is recoverable.

## Repairing Your Vehicle

If We choose the option of repairing Your Vehicle, We will decide (acting reasonably) the best way of repairing any damage that exists.

In order to be sure that You are covered under this policy You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

## Choosing a repairer

Allianz can assist in selecting a suitable repairer to repair the damage to Your Vehicle. You also have the right to choose Your own repairer. In both instances We will work closely with the repairer to strive to achieve the best repair outcome for Your Vehicle, however We may require a second quotation from a repairer chosen by Us. We will then choose (subject to any relevant Policy limits and acting reasonably) to:

- authorise the repairs at the repairer of choice;
- pay You the reasonable cost of repairing Your Vehicle; or
- move Your Vehicle to a repairer we both agree will repair Your Vehicle. In the instance that we both agree to move Your Vehicle We will provide You with a rental car for up to three days in addition to any other benefit provided under Your Policy. The maximum We will pay for the rental car is \$100 per day.

## Authorising repairs

You may only authorise emergency repairs as detailed under the "Emergency repairs" benefit. You should not authorise further repairs to Your Vehicle without Our prior consent.

Before We make a decision regarding a claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

Where diagnosis (such as the stripping of engine) is required to determine if there has been Accidental Damage covered by the Policy, if You or We incur costs for such diagnosis and reassembly and the claim is accepted as valid by Us, We will bear these costs subject to the applicable sum insured/limits of liability.

## Parts used to repair Your Vehicle

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

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory.

In the event that any spare part, extra or accessory cannot be obtained within a reasonable time, We may choose to pay You the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

## Guarantee on repairs

We guarantee materials and workmanship on repairs We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

## Unrepaired damage

If Your Vehicle had any unrepaired damage before an incident, then You may need to contribute to the repair costs. Before We ask You to contribute We will explain why, tell You how much it will be and how to pay it prior to the authorisation of any repairs.

You need to do this when the damage caused by the incident results in Us having to repair more areas of Your Vehicle that were affected by the unrepaired damage.

## Undamaged areas

We will not repair undamaged areas of Your Vehicle that have not been affected by damage caused by the incident to ensure a uniform appearance. However, We will make best efforts to use the nearest available equivalent to the original materials or items.

# Our Excesses

## Excesses payable

There are different types of Excesses which may apply to You or the driver of Your Vehicle at the time of the incident giving rise to a claim. These Excess types are shown in Your Schedule under the heading "Excesses".

You may have to pay more than one Excess.

## Basic Excess

The basic Excess is the amount You must pay as a contribution to each claim. The amount of the basic Excess will be shown in Your Schedule beside the heading "Basic Excess". If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to the repair or replacement.

## Age Excess

If a claim is made for an Accident when Your Vehicle was being driven by or was in the charge of a driver under the age of 25 years, You must pay the age Excess shown in Your Schedule in addition to the basic Excess.

## Inexperienced driver Excess

You will need to pay the inexperienced driver Excess shown in Your Schedule in addition to the basic Excess payable if a claim is made for an Accident when Your Vehicle was being driven by or was in the charge of a driver over the age of 25 who has not held an Australian driver's licence required to drive the subject Vehicle for at least 2 years.

You will not have to pay any young driver (age), or inexperienced driver Excess if the claim is for any of the following:

- windscreen or window glass damage only;
- theft;
- hail, storm or flood damage;
- Malicious Damage; or
- damage to Your Vehicle while parked.

## When You do not have to pay an Excess

You will not be required to pay the basic, age and/or inexperienced driver Excess if the Accident which gave rise to the claim was the fault of the driver of the other vehicle and You can

- supply the name and address of that driver,
- provide us with the registration number of the vehicle, or
- give us any other information that would reasonably allow Us to identify the person so that We can exercise Our rights of recovery.

# Changes to Your Policy

You must tell Us as soon as reasonably possible if during the Period of Insurance:

- there have been any circumstances which could give rise to a claim under the Policy; or
- Your Vehicle is modified in a manner that affects its value or performance in any way.

When We receive this information, We may:

- propose to alter the terms and conditions of the Policy with Your agreement; or
- propose to charge You additional premium; or
- decide not to offer to renew the Policy.

We may cancel Your policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium, or We are no longer prepared to insure You because there has been a material change to the risk.

If You do not provide the information as soon as reasonably possible We may refuse or reduce a claim to the extent We are prejudiced by that delay or non-disclosure.

## Cancellation rights under Your Policy

You may cancel the Policy at any time by telephoning Us. We have the right to cancel the Policy in certain circumstances.

These include:

- if You failed to comply with Your Duty to take reasonable care not to make a misrepresentation;
- where You have failed to comply with a provision of Your Policy, including a term relating to payment of premium;
- where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You; or
- where We are otherwise permitted to do so by law.

If We cancel the Policy We may do so by giving You three business days' notice in writing of the date from which the Policy will be cancelled.

We will give You written notice via one of the following ways:

- give it to You or Your agent in person;
- deliver it electronically where We are allowed by law; or
- post it to the address last notified to Us.

If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk and any government taxes or duties We cannot recover.

In the event that You have made a Total Loss claim under the Policy and We have agreed to the claim, no return of premium will be made.

## Privacy notice

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

### How We collect Your personal information

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

### Why We collect Your personal information

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

If You do not provide Your personal information We require, We may not be able to provide You with Our services, including settlement of claims.



## **Who We disclose Your personal information to**

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your Policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## **Disclosure overseas**

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

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

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

## **Telephone call recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes.

Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

## **Your consent**

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise. If You wish to withdraw Your consent, including for such things as receiving information on products and offers by Us or persons We have an association with, please contact Us.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

To obtain more information on the Code of Practice and how it assists contact Us. Contact details are provided on the back cover of this document.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

### If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under a binder arrangement with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been issued by a broker, other than a broker acting under a binder arrangement with Us, then the broker is acting as Your agent.

Where the Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance.

### Complaints – Internal and external complaints procedure

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints you can request a copy of Our procedures, using Our contact details on the back cover.

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>

## Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by contacting Us using Our details on the back cover of this PDS).

Other documents may form part of Our PDS and Policy, for example Schedules, Supplementary PDSs and/or endorsements. If they do We will tell You before You enter into the policy and in the relevant documents forming part of the PDS and the policy when required or permitted by law.

## Phoning for assistance and confirmation of cover

To confirm any Policy transaction or clarify any of the information contained in the Policy or if You have any other queries, please use the contact details on the back cover.

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**Contact details**

[allianz.com.au](http://allianz.com.au)

Allianz Australia Insurance Limited (Allianz)

ABN 15 000 122 850

AFS Licence No. 234708

GPO Box 9870 Melbourne VIC 3000

Claims: 1300 40 20 30

Other enquiries: 13 2664



# Supplementary Product Disclosure Statement ("SPDS")

## Allianz Motor Vehicle Lease Insurance Policy

Preparation Date: 01/12/2021

### Important changes to your Allianz Motor Vehicle Lease Insurance Policy Product Disclosure Statement

This document is an SPDS that updates and amends the Allianz Motor Vehicle Lease Insurance Policy Product Disclosure Statement ("PDS") dated 01 August 2021. It is issued by the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708. This SPDS must be read together with the PDS and any other SPDS that you are given which updates or amends the PDS.

This SPDS amends the PDS as follows:

#### **THE 'FOURTEEN DAY COOLING OFF PERIOD' SECTION IS DELETED AND REPLACED AS FOLLOWS:**

##### **Fourteen day cooling off period**

You have a cooling off period of fourteen (14) days from the date You purchase this insurance. If You cancel Your Policy during this period We will refund the premium paid by You if You have not made a claim or an event has not occurred that could give rise to a claim.

We may deduct from Your refund amount, all or part of any government taxes, levies or duties.

#### **THE 'CANCELLATION RIGHTS UNDER YOUR POLICY' SECTION IS DELETED AND REPLACED AS FOLLOWS:**

##### **Cancellation rights under Your Policy**

You may cancel the Policy at any time by telephoning Us. We have the right to cancel the Policy in certain circumstances.

These include:

- if You failed to comply with Your Duty to take reasonable care not to make a misrepresentation;
- where You have failed to comply with a provision of Your Policy, including a term relating to payment of premium;
- where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You; or
- where We are otherwise permitted to do so by law.

If We cancel the Policy We may do so by giving You three business days' notice in writing of the date from which the Policy will be cancelled.

We will give You written notice via one of the following ways:

- give it to You or Your agent in person;
- deliver it electronically where We are allowed by law; or
- post it to the address last notified to Us.

If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, plus all or part of any government taxes, levies or duties.

In the event that You have made a Total Loss claim under the Policy and We have agreed to the claim, no return of premium will be made.