

# Essentials car insurance

**QBE Insurance (Australia) Limited**

Product disclosure statement and  
Motor vehicle insurance policy



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## About this booklet

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

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

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

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

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

### **For more information or to make a claim**

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

- QBE on 1300 361 823.

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

- QBE on 1300 361 823.

### **About QBE Australia**

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

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## Important Information

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

### The cost of this policy

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

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

- the make and model of the insured car,
- the age of the insured person and any drivers you have told us about,
- the place where the car is usually parked,
- previous insurance and claims history of the insured person and any drivers you have told us about.

Your Policy Schedule will show whether you have been given a loyalty discount or a no claim bonus. For full terms and conditions see Loyalty discount and no claims bonus.

### Cooling-off information

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your Policy within the cooling-off period, you can call QBE on 1300 361 823.

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## The General Insurance Code of Practice

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

The Code aims to:

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

## Privacy

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

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

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

## Resolving claims & disputes

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

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

### Something not right?

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

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## **Step 1 - Talk to us**

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

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

## **Step 2 - Escalate your complaint**

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

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

## **Step 3 - Still not resolved?**

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

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

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

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

### *Privacy complaints*

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

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

### How to contact QBE Customer Care

Phone	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 FOS Australia

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

### How to contact the OAIC

Phone	1300 363 992 (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	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

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

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

### How to contact APRA

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



## Policy Wording

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

- in one (1) annual payment by cash, cheque, credit card or EFTPOS, or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution.

### Annual premium

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

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## **Instalment payments**

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

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

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

## **At renewal**

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

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

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

## **Adjustment of premium on renewal**

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

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

## **If your payment details change**

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

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## Words with special meanings

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

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

When we say	We mean
Financier	A person or entity with a security interest.
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Policy Schedule	<p>One of the following:</p> <ul style="list-style-type: none"> <li>• Policy Schedule</li> <li>• Renewal Schedule</li> <li>• Alteration Schedule.</li> </ul> <p>We may also give you an Endorsement Schedule.</p>
Premium	What you pay us to insure you. It's the cost of this Policy.
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
We, our or us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
Your family	any member of your family who lives permanently with you, including your partner.
Your vehicle	the vehicle described in the Policy Schedule.
You or your	The person(s) named in your Policy Schedule as the insured.

## Use of the 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. There is not cover for 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 arrangements.

### 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 arrangements.

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### 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 arrangements.

## Cover for your motor vehicle

### Comprehensive

This cover is noted on the Policy Schedule and provides:

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

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

## Section 1: Cover for your vehicle

### 1.1 What you are insured against

#### The cover on your vehicle

We cover you against loss or damage to your vehicle shown in the Policy Schedule.

#### Cover on your vehicle includes

- (a) Standard fitted equipment for the particular make and model of your vehicle fitted by the original manufacturer.
  - (b) Any fitted specified equipment or accessories shown on the Policy Schedule.
  - (c) Theft or accidental loss or damage to your vehicle.
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## 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 this policy 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,

## 1.3 What we pay for loss or damage

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

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

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

### a. Partial loss

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

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

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

## Replacement of Damaged Parts

If your vehicle is within the Manufacturers Standard New Car Warranty period and covered under the Manufacturers Standard New Car Warranty (not including an extended warranty period) we will only use manufacturers approved parts in repairing your vehicle. In the event that the part is a windscreen or body glass then Australian Design Rules 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 required 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 now guaranteed for the life of your vehicle, even if you sell it.

If we authorise repairs to your vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.

## Imported vehicles

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

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

## b. Total loss

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

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

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

## Market value

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

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

## Market value means

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

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## Agreed value

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

### Agreed value means

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

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

### Replacement with a new vehicle

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

- your vehicle is a total loss, and
- you purchased it new from the manufacturer or their dealer or as a demonstrator vehicle, and
- your vehicle is less than twelve (12) months old from when it was first registered, and
- where your vehicle is financed, your financier has given us written consent.

If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. If we cannot agree on a replacement vehicle, we will pay you the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

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

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

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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.

#### Substitute vehicle

We cover your legal liability to pay for accidental damage caused by a registered vehicle used by you as a substitute while your vehicle is being serviced, repaired or is not driveable. There is no cover for loss or damage to the substitute vehicle.

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.

#### 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.

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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 incident or series of incidents arising out of the one cause or event covered under the heading 'Property damage', in this section.

### 2.2 Injury to other persons

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

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

- you or any person driving, using or in charge of your vehicle, or
- an employee of yours or who is deemed by any law to be your employee arising out of their employment with you.

We do not pay if :

- (a) your vehicle is not registered
  - (b) you or any person using your vehicle:
    - is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
    - would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant period of insurance, even though there may have been a change in the law during that period of insurance, or
    - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
    - would have been entitled to be covered under any such scheme had cover not been refused because you did not:
      - register your vehicle;
      - apply for cover under the scheme;
      - comply with a term or condition of the scheme;
  - (c) if your vehicle is registered in the Northern Territory of Australia.
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## What we pay for legal liability for injury to other persons

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

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

### 2.3 Legal expenses

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

## 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.

### Change of vehicle

We will cover any permanent replacement sedan, wagon, panel van or utility, from the time of its purchase for twenty one (21) days under the terms of this Policy if you:

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

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

- \$100,000 in the case of comprehensive cover.

If you give us details of your replacement vehicle within twenty one (21) days of its purchase we will insure it for the remainder of the period of insurance, if it is acceptable to us and you pay us any additional premium we may require.

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

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

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

## **Hire car costs following theft**

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

- we do not pay for hiring charges incurred after your vehicle is found,
- we do not pay for fuel or other running costs,
- cover is limited to a total period of fourteen (14) days or seven (7) weekends, and
- cover stops once we pay the claim.

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

## **No claim discount benefit**

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

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

We also accept the number of claim free years that you may have accumulated with another insurer in calculating your no claim discount.

## **Accidents/losses affecting your no claim discount**

When calculating your renewal premium we take into account accidents/losses that occur during the period of insurance that affect your no claim discount.

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## Faultless no claim discount benefit

If you have been involved in a collision (and not any other type of accident) with another vehicle we will not penalise your no claim discount entitlement when you renew your Policy if:

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

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

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

We will consider you faultless if we determine that you were less than 20% at fault for any incident.

Where the driver of the other vehicle disputes who was at fault, the no claim discount will be affected but reinstated to the level it was before the claim, if it can be established to our satisfaction that the other driver was totally at fault.

## Personal property

If following a collision with another vehicle or theft of your vehicle, any of your personal property in your vehicle at the time is stolen, we will pay for the loss of such personal property.

However, we will not pay for more than the actual value of the property stolen, 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 whilst 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, or
- for mobile phones or two (2) way radios,
- 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 \$300 for any one (1) event.

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## 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 relevant agreed value or market value at the time of the theft, we reserve the right to treat the vehicle as a total loss.

## 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.

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 \$500.

## Travelling and 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 200 kilometres from the address where it is normally parked at night.

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

The maximum amount we will pay is \$200 for any one (1) event.

## 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.

## Windscreen claim benefit

We will not reduce your no claim discount for the first broken windscreen or window glass only claim in any one (1) annual period of insurance.

For the purpose of this benefit 'Broken' shall mean 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 by the appropriate authorities.

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## Optional benefits

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

### Hire car costs following an accident

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

We will reimburse you an amount up to the maximum daily rate shown on your Policy Schedule:

- for a maximum of fourteen (14) days, or seven (7) weekends (Saturday and Sunday), or
- until your vehicle is repaired, or
- until we pay your claim

whichever happens first.

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

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

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

We do not pay for:

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

We will not cover you under this optional benefit if:

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

### **Protected no claim discount clause**

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

- are, at the time of the accident, on maximum no claim discount, and
- do not have more than one (1) claim, where this clause is applicable, in any one (1) annual period of insurance.

### **Windscreen protection**

If the only damage in an accident is a broken or damaged windscreen or window glass the standard excess shown in the Policy Schedule does not apply for any windscreen or window glass claim.

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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 that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - involves violence against one (1) or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

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

## Additional exclusions

1. Your policy does not cover any loss or damage, if your vehicle:

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

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

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

- (c) is stolen or is involved in an accident and you incur costs because you cannot use your vehicle – except as may be covered elsewhere in the Policy,
  - (d) has been modified in a way that materially increases its designed top speed or performance and we were not told this and agreed to it in writing,
  - (e) is being used to carry more passengers or carrying or towing a heavier load than it was designed for, unless you can prove that this did not contribute to the loss or damage,
  - (f) or an attached caravan or trailer was being used when you knew or should have known it was unroadworthy or unsafe, unless you can prove that this did not contribute to the loss or damage,
  - (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,
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- (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.

2. 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,
- (f) using a type of fuel that is not intended for the specific make and model of your vehicle and engine.

## Sanctions limitation and exclusion clause

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

## General conditions

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

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

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

## Assistance and co-operation

At all times when you deal with us you must:

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

## Care and maintenance

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

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

## Changes to your circumstances

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

Examples include:

- You change any nominated drivers,
- Your registration changes,
- Alterations or modifications to vehicle,
- You keep your vehicle.

## Other interests

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

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

## Other party's interests

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

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## Claims

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

### What you must do after an accident

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

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

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.

### 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,
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- authorise repairs to your vehicle without our prior consent. However you may authorise:
  - the fitting of an identical replacement windscreen or window glass;
  - repairs up to \$350 (over and above any applicable excesses) if you are more than 200 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey.

## What we do

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

## What can affect a claim

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

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

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one (1) section of the Policy.

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

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

## Contribution

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

## Financier

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

- we have the right to make claim payments to the financier, and
  - any payment made to the financier will satisfy our obligation to you under this Policy for the amount paid.
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## **GST**

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

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

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

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

## **Loyalty discount and no claims bonus**

On renewal you will receive a loyalty discount which increases each year until a maximum discount is reached after seven (7) years.

You may also be entitled to a no claim bonus, which is designed to reward you for a good driving history. The amount of the discount will be calculated based on how many claim free years of motor insurance you have had up to a maximum of 60%.

The Loyalty discount and the no claim bonus are calculated on your base premium before taxes or any government charges are applied.

## **Other insurance**

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

## **Preventing our right of recovery**

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

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## Policy comes to an end following total loss

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

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

## Providing proof

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

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

## Salvage

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

## Subrogation and recovery & uninsured loss

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

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

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## Excesses

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

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

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

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

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

#### Standard excess

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

#### Age or inexperienced driver excess

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

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

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

#### Undeclared driver's excess

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

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

### **You will not have to pay this excess if:**

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

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

### **Learner driver excess**

If at the time of a loss or damage a licensed learner driver is in control of the vehicle the excesses that will apply are those that would have applied to the licensed passenger who is instructing the learner.

### **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.

### **Theft**

If your vehicle is stolen you must contribute an excess for theft as shown on the Policy Schedule, which is in addition to any other excesses payable.

### **Security system**

If your vehicle is stolen and the security system was not active at that time, you must contribute an excess of \$200 in addition to any other excesses payable.

### **When you will not have to pay an excess**

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

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

We will consider you faultless if we determine that you were less than 20% at fault for any incident.

This clause does not apply to windscreen damage and you will have to pay any excess applicable for windscreen or glass only damage.

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

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## Other terms

These other terms apply to how your Policy operates.

### **Cancelling your Policy**

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

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

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

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

### **Changing your Policy**

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

### **Joint and co-insureds**

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

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

### **Notices**

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

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

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