



# CAR INSURANCE

## PRODUCT DISCLOSURE STATEMENT AND POLICY BOOKLET

### Thank you for choosing CGU.

This Product Disclosure Statement (PDS) is issued by Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance ("CGU"). The information in this PDS is current at the preparation date. From time to time, We may include more up-to-date information in the PDS that is not materially adverse without notifying You. You can get more up-to-date information by contacting Us. If You ask Us for any updates, We will give You a free copy. If We need to, We will issue a supplementary or replacement PDS.

This PDS has been designed to help You get the most out of Your Policy. When You take out an insurance policy with Us, the cover We agree to provide You is set out in Your current Certificate of Insurance and described in this PDS, as well as any supplementary PDS We may issue. Together they make up the terms and conditions of Your insurance contract with Us. Read them carefully and store them together in a safe place.

©2023.

### Contact details

**This booklet contains information You need to know about Your Policy. If You have any questions, or if there's anything We can help with, get in touch today.**

**Enquiries**  **1300 943 690**

**Claims**  **13 24 80**

**Web**  **[www.cgu.com.au](http://www.cgu.com.au)**

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# Key benefits and features of car insurance

This table compares the cover We provide under the 3 levels of cover We offer. In this PDS We set out the full details about Your cover and any limits, exclusions and conditions that apply.

Cover	 Comprehensive	 Third Party Fire and Theft	 Third Party Property Damage
<b>Cover for loss or damage to Your Vehicle</b>	For Accidental damage	For fire, theft or attempted theft Up to \$10,000 only	✗
Partner Repairer	✓	✓	✓
<b>Cover for liability</b>	✓	✓	✓
<b>Additional benefits</b>			
Baby capsules and car seats	✓	✓	✗
Emergency repairs	✓	✓	✗
Emergency transport and accommodation	✓	✓	✗
Fire extinguisher replacement	✓	✓	✗
Hire vehicle or alternative transport after not at-fault incident	✓	✗	✗
Hire vehicle or alternative transport after theft	✓	✓	✗
Incorrect fuel	✓	✗	✗
Legal representation at coronial inquiry	✓	✓	✓
Lifetime repair guarantee (on authorised repairs)	✓	✓	✓
Methamphetamine contamination	✓	✓	✗
New vehicle replacement	✓	✗	✗
Personal items	✓	✗	✗
Replacement of keys and locks	✓	✗	✗
Taxi fare	✓	✗	✗
Temporary cover for replacement vehicle	✓	✓	✓
Tools of trade	✓	✗	✗
Towing	✓	✓	✗
Trailer or caravan attached to Your Vehicle	✓	✗	✗
Uninsured motorist damage	Covered under 'Loss or damage to Your Vehicle'	up to the Market Value of Your Vehicle to the maximum of \$5,000 only	up to the Market Value of Your Vehicle to the maximum of \$5,000 only
Vehicle storage costs	✓	✓	✗
<b>Optional benefits</b>			
Excess free glass extension	Optional	✗	✗
Hire vehicle or alternative transport after incident	Optional	✗	✗
Any repairer option	Optional	✗	✗

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# IMPORTANT INFORMATION

## Your contract

Your Policy is a contract between You and Us and is made up of:

- Your Certificate of Insurance;
- this Product Disclosure Statement and Policy Booklet (PDS); and
- any applicable supplementary PDS.

## More than one insured

If there is more than one insured, anything that any insured says, does or omits applies to all of the insureds. Each insured can act on behalf of all the insureds as their agent.

## Certificate of Insurance

Your Certificate of Insurance shows the type and cover level of Your insurance and any optional benefits You have added under Your Policy. It also shows the Period of Insurance Your Policy covers – We only cover You for incidents that happen during this time.

## Receiving Your Policy documents

You may choose to receive Your Policy documents:

- electronically – that is, by email; or
- by post.

If We send Your Policy documents to You by email, We will send them to the person and email address You have nominated for receiving Policy documents. Any Policy documents We send to this email address will be considered to have been received by You 24 hours from when We send them.

If We send Your Policy documents to You by post, We will send them to the person and mailing address You have nominated for receiving Policy documents.

You are responsible for making sure the person and email or mailing address We have for Your Policy documents is up to date. So, You need to tell Us if this email or mailing address change – see ‘Changes to Your Policy’ in this section.

## Limits, exclusions and conditions

Limits, exclusions and conditions apply to the cover You have chosen:

- throughout this PDS, We set out any specific limits, exclusions and conditions with the cover they apply to;
- We set out the general exclusions that apply to all covers and benefits under Your Policy in the ‘General Exclusions’ section; and
- We set out Your responsibilities when You are insured with Us in ‘Your responsibilities’ in this section.

## Special conditions and embargoes

We may apply special conditions on Your Policy that may exclude, restrict or extend cover for a person or a particular matter at the time You purchase the Policy. For example, We may not cover You for some incidents like a bushfire, storm or Flood if they cause loss or damage during a specific period which is also known as an embargo period.

Your current Certificate of Insurance shows any special conditions that apply to Your Policy, including the period of any applicable embargo.

In addition, We may apply special conditions during the Period of Insurance that limit Your ability to make changes to coverage, sums insured and Your Policy terms.

## Your cover

We have 3 levels of cover You can choose from under this Policy:

- Comprehensive - Our standard comprehensive cover plus more;
- Third Party Fire and Theft - Our basic cover with some extras; and
- Third Party Property Damage - Our basic cover.

The Level of cover for each car You insure will be shown on Your Certificate of Insurance.

## Your Premium

In return for paying Your Premium, We provide the cover You have chosen. You may also be eligible for certain discounts.



For information about how We work out Your Premium or discounts You may be entitled to, see Our Car Insurance Premium, Excess & Discounts Guide. To get a free copy of Our Car Insurance Premium, Excess & Discounts Guide visit [www.cgu.com.au](http://www.cgu.com.au).

## Paying Your Premium

You must pay Your Premium on time. You can pay Your Premium:

- annually in one lump sum; or
- in instalments by direct debit from an account or credit card You nominate (if We offer this option to You).

Your Certificate of Insurance shows the amount You need to pay and the due date for Your annual Premium or each instalment.

## What happens if You don't pay on time

When You take out insurance, You need to pay Your annual Premium or any instalments by the due date specified on Your Certificate of Insurance.

An instalment is unpaid if it cannot be deducted from Your nominated account or credit card.

If Your Premium is overdue We will send You a notice outlining the overdue amount and when it needs to be paid.

If Your Premium remains unpaid after the time period specified in the notice We send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

If You pay by instalments, We will send You a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your Policy is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process.



## Excess(es)

An Excess is Your contribution towards the cost of a claim. The amount and types of Excess that applies to Your Policy will be shown on the Certificate of Insurance. Please see 'Excess' in the 'Claims' section for information on the type of Excess that may apply to Your claim and when You may not be required to pay an Excess.



For more information about the Excesses that may apply to Your Policy, see Our Car Insurance Premium, Excess & Discounts Guide. To get a free copy of Our Car Insurance Premium, Excess & Discounts Guide visit [www.cgu.com.au](http://www.cgu.com.au).

## Cooling-off rights

You can tell Us to cancel Your Policy within 21 days from:

- the date We issue Your Policy – for example, if You call Us on 3 May to set up a new Policy from 10 May, then Your 21 day cooling-off period starts from 3 May as that's when We issued Your Policy; and
- the start date of the Period of Insurance that applies when You renew Your Policy.

If You tell Us to cancel Your Policy within those times, We'll refund the Premium You paid Us in full. However, We will only do that if You haven't made a claim on Your Policy. You can also cancel Your Policy as set out in 'Cancellation' in this section.

## Changes to Your Policy

You may want to make a change to Your Policy (for example, adding optional benefits to increase Your cover). To make a change to Your Policy please contact Us.

If We agree to make the change, We will:

- tell You if any additional Premium applies to the change and require You to pay this amount in order to make the change under Your Policy; or
- refund any amount We owe You due to the change; and
- issue You with a Certificate of Insurance.

If You change Your contact details (for example, the mailing or email address You have nominated to receive Policy documents) You must tell Us as soon as reasonably possible. If You don't, We will consider that You received Your Policy documents (that We sent to Your old address) even though You didn't. We will continue to send Your Policy documents to the mailing or email address You have nominated until You tell Us to update Your contact details.

## Cancellation

In addition to Your 'Cooling-off rights', You may cancel Your Policy at any time (for example, if You no longer want Your Policy).

There may be circumstances where We need to cancel Your Policy. We will only do this if the law allows it.

If Your Policy is cancelled:

- We will refund a portion of Your Premium after We deduct an amount that covers the period that You have been insured for; or
- and You pay Your Premium by instalments, We will deduct any unpaid instalments that are due. You authorise Us to deduct any unpaid instalments by direct debit from the account or credit card You previously nominated for instalment deductions. As We are only allowed to deduct the agreed amount You previously authorised, We may need to collect the total amount You owe Us over a few instalments.

## Renewal

At least 14 days prior to expiry of Your Policy We will give You notice in writing of the date and time of expiry and advise You if We are prepared to renew Your Policy. If We offer to renew Your Policy We will send You an updated Certificate of Insurance and quote a premium based on the information in Your current Policy. You should review any offer of renewal to ensure the insurance cover is still appropriate for You.

If You paid Your last Premium:

- as an annual Premium by direct debit, We will deduct the renewal Premium from the account or credit card You previously nominated; or
- by instalments, We will continue to deduct payments from the account or credit card You previously nominated for instalment deductions,

and Your Policy will automatically renew if We offer You a renewal. If You do not want Us to continue to deduct these payments and automatically renew Your Policy, please contact Us prior to expiry of Your Policy.

If You paid Your last Premium as an annual Premium without a direct debit arrangement, We must receive Your payment of the renewal Premium by the due date otherwise Your Policy will not renew.

## Assigning rights and appointing a representative

### Assigning Your rights

You must not assign any benefits, rights or obligations under Your Policy unless You get Our written consent first.

### Appointing someone to represent You

If You want to appoint someone to represent You, then You need to tell Us and We need to agree that We will deal with them on Your behalf. We will not unreasonably withhold Our consent. For example, You may ask someone to manage Your Policy or a claim. We may have a concern with a party that You may want to appoint if they present a conflict of interest, for example, someone who supplies goods or services for Your claim. We will not pay any costs charged by anyone You appoint to represent You.

## Your responsibilities

When You take out a Policy with Us or make a claim, You have certain responsibilities that are set out in this section. These responsibilities also apply to any person that is covered by Your Policy. If You don't meet Your responsibilities, We may refuse to pay Your claim or reduce what We pay for Your claim. We may also decide to cancel Your Policy. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

We understand that in some circumstances You may not be able to meet Your responsibilities for reasons that are beyond Your control. For example, if You are seriously injured and You cannot provide Us with information to help Us process Your claim. You may also experience personal circumstances which could impact a claim under this Policy. For example, mental health conditions, or the conduct of others such as acts of violence or intimidation. If this happens, You or any other insured should speak to Us about Your situation so We can consider how best We can help.

You must tell Us if:

- there is a change in the circumstances that You have previously told Us about during the Period of Insurance;
- there is any change to where Your Vehicle is usually kept;
- there is any change to the way Your Vehicle is used including but not limited to if You use Your Vehicle for business, rideshare, take away food delivery, courier or other deliveries, driving instruction, farming activities, hire or rent, professional motor sports, taxi or people transportation or trade;
- there is any change to the regular drivers of Your Vehicle;
- there is any change to the estimated kilometres Your Vehicle drives annually;
- You have fitted any Modifications to Your Vehicle that We asked You about when You first applied for Your Policy;
- any drivers of Your Vehicle have been convicted of fraud; or
- any drivers of Your Vehicle have had their licence disqualified, suspended or cancelled.

If You tell Us about any of these things, We may charge an additional Premium, change the cover of Your Policy, impose special conditions or cancel Your Policy to reflect the change in risk and terms upon which We have issued Your Policy. If You do not wish to accept Our terms, You can cancel Your Policy.

You must also:

- be truthful and frank in any statement You make in connection with Your Policy;
- not behave in a way that is improper, hostile, threatening, abusive or dangerous;
- pay Your Premium, including paying instalments, by the due date;
- ensure that if Your Vehicle is insured for Agreed Value, the Agreed Value includes any Modifications, options and Accessories;
- take reasonable precautions to avoid a claim being made;
- do everything reasonable to prevent further loss or damage to any property if an incident happens;
- take reasonable steps to ensure You or anyone acting on Your behalf obeys all relevant laws;
- not make a fraudulent claim under this Policy or any other insurance policy; and
- follow the conditions of this Policy.

There are also things You must and must not do if You make a claim under this Policy. These are set out in the 'Claims' section. If You breach any of the terms of this Policy We may refuse or reduce a claim, cancel Your Policy or do both.

The course of action We take when You breach any of the terms will be considered in each circumstance based on what impact or effect Your breach caused or contributed to the claim or Our decision to issue Your Policy.

## How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at [cgu.com.au/privacy](http://cgu.com.au/privacy). Alternatively, contact us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

## What to do if You have a complaint and other important information

We will always do Our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You can do.

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, let Us know so We can help.

Call Us on 1300 943 690 or go to Our website for more information: [www.cgu.com.au](http://www.cgu.com.au).

We will try to resolve complaints at first contact or shortly thereafter. If We are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:



**Free call:**  
1800 045 517



**Email:**  
[customer.relations@iag.com.au](mailto:customer.relations@iag.com.au)

Customer Relations will contact You if they require additional information or have reached a decision. Customer Relations will advise You of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Customer Relations You may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:



**Free call:**  
1800 931 678



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



**Mail:**  
Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001



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

Further information about Our complaint and dispute resolution process is available by contacting Us.

# The General Insurance Code of Practice (Code)

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

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

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code or Code Governance Committee

## Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that We become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

### Extra Help

We understand that there are circumstances in which You may need additional or alternative support or assistance. The General Insurance Code of Practice provides some examples and includes Your physical or mental health, family or financial situation, cultural background or disability. If You are comfortable, please call and tell Us about Your situation and We will work with You to arrange support. Further information about the support We provide, including Our Family and Domestic Violence policy, can be found on Our website: [www.cgu.com.au](http://www.cgu.com.au).

## Governing law, currency and GST

### Governing law

This contract is governed by the law of the Australian State or Territory where the property insured under this Policy is kept.

### Currency

All dollar values described in Your Policy are a reference to the lawful currency of Australia.

### GST

All dollar values described in Your Policy include GST, unless We say they don't. If You are a business registered or required to be registered for GST purposes, then You must tell Us:

- Your Australian Business Number (ABN); and
- the percentage of any input tax credit You have claimed or are entitled to claim on the Premium.

## 2 DEFINITIONS

The following words have the following special meaning in this Policy when the words are capitalised. A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

**Accessory** means an alteration or addition that is usually fitted to or permanently stored in a vehicle that is not directly related to its function as a vehicle but does not include any mobile or other telephone, laptop computer or tablet device.

**Accident or Accidental** means a sudden, unexpected and unintended event which was not intended or expected by You or anyone else insured under this Policy.

**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 of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- 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.

**Agreed Value** means the amount We agree to insure Your Vehicle for that is shown on Your Certificate of Insurance.

It includes:

- any Modifications, options or Accessories to Your Vehicle;
- GST;
- registration and any compulsory third party insurance; and
- other on-road costs.

It does not include any:

- allowance for dealer profit;
- warranty costs;
- stamp duty; or
- transfer fees.

If You have 'Third Party Fire and Theft' cover, this is an amount up to a maximum of \$10,000.

**Authorised Driver** means any person listed on the Certificate of Insurance as a driver of Your Vehicle or any person who is driving or in charge of Your Vehicle with Your permission.

**Certificate of Insurance** means the document outlining the details of Your insurance cover.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and

- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Excess** means the amounts(s) You must contribute to the cost of a claim. The amount and types of Excess that apply to Your Policy will be shown on Your Certificate of Insurance.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

**Genuine Parts** means parts which were made by:

- the original manufacturer of Your Vehicle; or
- a supplier who provides parts to the original manufacturer of Your Vehicle.

**Liability Limit** means the maximum amount of \$20,000,000 (inclusive of GST and all legal costs) We will pay for any one incident under the 'Cover for liability' section.

**Market Value** means Our assessment of the value of the vehicle immediately prior to the incident You are claiming for (or at the time of any claim under the 'Lifetime repair guarantee' additional benefit) using local market prices and considering the age and condition of the vehicle. It includes:

- any Modifications, options or Accessories to the vehicle;
- GST;
- registration and any compulsory third party insurance; and
- other on-road costs.

It does not include any:

- allowance for dealer profit;
- warranty costs;
- stamp duty; or
- transfer fees.

If You have 'Third Party Fire and Theft' cover, this is an amount up to a maximum of \$10,000.

**Modification** means an alteration or addition to a vehicle that differs from the vehicle manufacturer's original specification or recommendation for the vehicle and which enhances (or is intended to enhance) the performance, or alters (or is intended to alter) the safety or handling, of the vehicle.

**Partner Repairer** means Our partner repairers that We allocate repair work to and other repairers We decide to allocate repair work to.

**Period of Insurance** means the period that is covered by Your Policy that is shown on the Certificate of Insurance.

**Policy** means the contract between You and Us and includes this document, any applicable supplementary PDS(s) and the Certificate of Insurance.

**Premium** means the total amount You pay for this Policy that is shown on the Certificate of Insurance. It includes government taxes such as GST and any other duties or charges that apply. If You pay Your Premium by instalments, Your Premium is the total of the instalments You need to pay over the Period of Insurance.

**Substitute Vehicle** means a vehicle that You do not own that has been borrowed or hired because Your Vehicle is being repaired, serviced or has broken down but does not include a hire car rented from a commercial rental company.

**Sum Insured** means the Agreed Value of Your Vehicle as shown on the Certificate of Insurance (if You are insured for Agreed Value) or the Market Value of Your Vehicle (if You are insured for Market Value). It is the maximum amount We will pay for loss or damage to Your Vehicle under 'Cover for loss or damage to Your Vehicle'.

If You have 'Third Party Fire and Theft' cover, this is an amount up to a maximum of \$10,000.

**Total Loss** means when We decide to pay You the Sum Insured for Your Vehicle. This is usually where We decide that it is uneconomical to repair Your Vehicle or Your Vehicle has been stolen and not recovered.

**Vehicle** means the vehicle shown on Your Certificate of Insurance and includes any standard equipment that comes with it and any Modifications, options or Accessories.

It does not include:

- fuel or lubricants; or
- baby capsules or child seats.

**We, Us and Our** means the product issuer Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance.

**You and Your** means all the people named as the insured on the Certificate of Insurance.

## 3 COVER FOR LOSS OR DAMAGE TO YOUR VEHICLE

The cover provided under this section depends on whether You have:

 **'Comprehensive'** cover; or

 **'Third Party Fire and Theft'** cover.

You do not have any cover under this section if You have 'Third Party Property Damage' cover.

### What We cover

If You have 'Comprehensive' cover We will cover Your Vehicle for loss or damage occurring during the Period of Insurance caused by Accident within Australia. This includes loss or damage caused by:

- collision or crash;
- earthquake;
- explosion;
- fire;
- Flood;
- storm;
- theft or attempted theft;



- tsunami; or
- vandalism or a malicious act.

If You have 'Third Party Fire and Theft' cover We will only cover Your Vehicle for loss or damage occurring during the Period of Insurance caused by:

- fire; or
- theft and attempted theft,

within Australia.

If Your claim is for theft or attempted theft, vandalism or a malicious act, You must report this to the police and provide Us with the incident number and details of when and where the report was made.

## What We don't cover

Under this 'Cover for loss or damage to Your Vehicle' We do not cover any:

- loss or damage from theft or attempted theft, vandalism or a malicious act by You or with Your express or implied consent.
- loss or damage to any Substitute Vehicle.

## 4 COVER FOR LIABILITY

You have cover under this section if You have:



'Comprehensive' cover;



'Third Party Fire and Theft' cover; or



'Third Party Property Damage' cover.

## What We cover

We will cover the following people for the amounts they are legally liable to pay for loss or damage to another person's property within Australia during the Period of Insurance caused by use of Your Vehicle or a Substitute Vehicle:

- You;
- an Authorised Driver;
- a passenger for their legal liability arising from getting in or out or being in Your Vehicle; and
- Your employer, principal or business partner for their legal liability as Your employer, principal or business partner.

We will also cover the legal liability for loss or damage to another person's property within Australia during the Period of Insurance caused by a trailer or caravan while being towed by Your Vehicle or a Substitute Vehicle but only if:

- the towing of the trailer or caravan is not for financial reward or payment; and
- Your Vehicle or the Substitute Vehicle is designed, suitably modified and compliant with all relevant legal requirements for the towing of the trailer or caravan.

We will also pay all legal costs and expenses incurred with Our prior written consent if We accept a claim under this 'Cover for liability'. You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able

to claim those costs back on Your policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.

We will also cover You for general average or salvage which You are charged for a loss occurring during the Period of Insurance in relation to a ship transporting Your Vehicle by sea within Australian territorial waters.

We will provide cover up to a maximum of \$20,000,000 (inclusive of GST and all legal costs) (the Liability Limit) for any one incident.

## What We don't cover

Under this 'Cover for liability' We do not cover any:

- claim for death or bodily injury.
- loss or damage to any Substitute Vehicle.
- claims by:
  - You;
  - Your relative, spouse or de facto or any person ordinarily residing with You or any other person with whom You ordinarily reside; or
  - any person covered under this 'Cover for liability'.
- loss or damage to any property owned or in the physical or legal control of:
  - You;
  - any person using Your Vehicle or a Substitute Vehicle; or
  - any person covered under this 'Cover for liability',




but We will pay claims for loss or damage to a residential building that is rented and occupied by any of these people.

- claims where there is insurance required by law that provides cover for the liability or such insurance was available but was not taken out.
- penalties, fines or awards of aggravated, exemplary or punitive damages made against You or any person covered under this 'Cover for liability'.
- disease that is transmitted by:
  - You;
  - Your relative, spouse or de facto or any person ordinarily residing with You or any person with whom You ordinarily reside; or
  - any person covered under this 'Cover for liability'.
- legal costs and expenses that relate to a liability not covered by this Policy.
- legal costs and expenses We have not agreed to in writing to the extent they exceed reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.
- legal costs and expenses to defend any type of criminal proceeding or any fines or other penalties including but not limited to criminal offences or penalties involving the use of Your Vehicle or Substitute Vehicle or breaches of any road traffic legislation, by-laws or regulations.
- any liability in connection with any seepage, pollution or contamination (including the cost of cleaning up) unless it occurs during the Period of Insurance and is caused by a sudden and Accidental event that occurs during the Period of Insurance.
- any liability in connection with the ownership, use or maintenance of any vehicle within the restricted area of any airport.
- liability, cost or expense that arises or results from, or is in any way connected with, asbestos, whether directly or indirectly.

## 5

# ADDITIONAL BENEFITS

The additional benefits provided under this section depend on whether You have cover for:

-  **'Comprehensive'**
-  **'Third Party Fire and Theft'** or
-  **'Third Party Property Damage'**

The amount and extent of cover under these additional benefits may also vary depending on the cover level You have.

The Excess applies to the additional benefits unless otherwise stated.

These additional benefits are payable in addition to the Sum Insured for Your Vehicle or Liability Limit (as applicable) unless stated otherwise.

## Baby capsules and child seats

Available if You have cover for:

-  **'Comprehensive'** or
-  **'Third Party Fire and Theft'**

If baby capsules or child seats suffer loss or damage while in, or are stolen from, Your Vehicle as part of an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle', We will pay the replacement cost for the baby capsules or child seats.

## Emergency repairs

Available if You have cover for:

-  **'Comprehensive'** or
-  **'Third Party Fire and Theft'**

If Your Vehicle requires emergency repairs to be secured, driven or used as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle', We will pay the reasonable costs of the emergency repairs up to a maximum of \$800.

This additional benefit is included in the Sum Insured for Your Vehicle.

Under this additional benefit:

- the emergency repairs must be made to keep Your Vehicle secure or to allow Your Vehicle to be driven or used; and
- You may pay for the emergency repairs up front and provide Us with a tax invoice.

We will not cover any non-emergency repairs.

## Emergency transport and accommodation

Available if You have cover for:

-  **'Comprehensive'** or
-  **'Third Party Fire and Theft'**

If Your Vehicle is damaged and cannot be driven or used as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle' that occurs more than 100 kilometres from Your home, We will pay the reasonable costs of:

- transportation for You, Your passengers and domestic pets travelling with You to Your home or, if We agree, to another destination;
- temporary accommodation for You, Your passengers and domestic pets travelling with You covering the room rate only; and
- transportation of Your Vehicle from:
  - the place Your Vehicle is repaired to Your home; or
  - the location of the incident to a repairer near Your home.

We will cover You up to a maximum of:

- \$750 if You have 'Third Party Fire and Theft' cover; or
- \$1,000 if You have 'Comprehensive' cover.

You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.

We will not cover the costs of transportation of any vehicle or other item being towed by Your Vehicle, unless specifically covered under the 'Trailer or caravan attached to Your Vehicle' additional benefit.

## Fire extinguisher replacement

Available if You have cover for:

-  **'Comprehensive'** or
-  **'Third Party Fire and Theft'**

If Your Vehicle has a domestic fire extinguisher fitted or kept within it that is used during the Period of Insurance to:

- extinguish a fire in or around Your Vehicle, another vehicle or other property; or
- rescue or assist rescuing a person from a vehicle Accident,

We will pay the reasonable costs to replace, refill or replenish the fire extinguisher without requiring payment of the Excess.

We will only pay under this additional benefit once in any Period of Insurance.

We will not cover:

- commercial grade fire extinguishers; or
- any fire extinguisher that that has passed its expiry date at the time of use.

# Hire vehicle or alternative transport after not at-fault incident

Available if You have cover for:



**'Comprehensive'**

If Your Vehicle is not drivable, unsafe to drive or being repaired as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle' (other than theft or attempted theft) and We agree that You are not at-fault for the incident, We will pay the reasonable costs for You to:

- hire a replacement vehicle; or
- use alternative transport of taxis, rideshare services or public transport,

from the date of the incident until the earliest of:

- the date Your Vehicle is repaired; or
- when We settle Your claim.

You must provide us with the name and residential address of the driver of the other vehicle and the registration of the other vehicle if another vehicle is involved in the incident.

In order for Us to resolve whether You or the other driver was at-fault, We may request additional information – for example, witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

We will pay the actual:

- daily rental rate for hire of a replacement vehicle and the actual amount charged for any bond and excess payable under the hire agreement because there is loss or damage to the hire vehicle; or
- costs of use of alternative transport.

We:

- will only cover costs of use of alternative transport where You provide Us with tax invoices and receipts for the transport;
- will only cover either the costs to hire a replacement vehicle or the costs to use alternative transport – We will not pay both;
- will arrange the hire of the replacement vehicle if You take this option and We will arrange the hire through one of Our preferred suppliers. You should seek Our agreement before incurring any out-of-pocket replacement vehicle hire expenses to ensure You will be able to claim those costs back on Your policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement;
- will, if there is loss or damage to the hire vehicle, pay any difference between what You are covered for under the insurance for the hire vehicle and what You would be covered for under 'Cover for loss or damage to Your Vehicle' if the loss or damage had been to Your Vehicle; and
- may require You to refund to Us any costs We incur for a hire vehicle or use of alternative transport if You withdraw Your claim or We refuse to accept Your claim.

We will not cover:

- running costs for the hire car (for example, petrol or tolls);
- any additional hire car costs (for example, optional extras such as a GPS);
- loss or damage to the hire car;
- liability which results from using the hire car;

- any additional hire car costs if repairs to Your Vehicle are unreasonably delayed by You or a repairer appointed or engaged by You; or
- any costs if You have been paid an amount under the 'Hire vehicle or alternative transport after theft' additional benefit or 'Hire vehicle or alternative transport after incident' optional benefit relating to the same incident.

# Hire vehicle or alternative transport after theft

Available if You have cover for:



**'Comprehensive'** or



**'Third Party Fire and Theft'**

If Your Vehicle is stolen or it is not drivable, unsafe to drive or being repaired as a result of theft or attempted theft that We have agreed to cover under 'Cover for loss or damage to Your Vehicle', We will pay the reasonable costs for You to:

- hire a replacement vehicle; or
- use alternative transport of taxis, rideshare services or public transport,

from the date of the theft or attempted theft until the earliest of:

- the date Your Vehicle is recovered and any damage to it is repaired;
- when We settle Your claim; or
- 21 days after You first hire the replacement vehicle.

We will pay:

- if You have 'Third Party Fire and Theft' cover, a maximum of \$65 per day for:
  - hire of a replacement vehicle and a maximum of \$2,000 for any bond and excess payable under the hire agreement because there is loss or damage to the hire vehicle; or
  - use of alternative transport; or
- if You have 'Comprehensive' cover, a maximum of \$75 per day for:
  - hire of a replacement vehicle and a maximum of \$2,000 for any bond and excess payable under the hire agreement because there is loss or damage to the hire vehicle; or
  - use of alternative transport; or

We:

- will only cover costs of use of alternative transport where You provide Us with tax invoices and receipts for the transport;
- will only cover either the costs to hire a replacement vehicle or the costs to use alternative transport – We will not pay both;
- will arrange the hire of the replacement vehicle if You take this option and We will arrange the hire through one of Our preferred suppliers. You should seek Our agreement before incurring any out-of-pocket replacement vehicle hire expenses to ensure You will be able to claim those costs back on Your policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the limits described above;
- will, if there is loss or damage to the hire vehicle, pay any difference between what You are covered for under the insurance for the hire vehicle and what You would be covered for under 'Cover for loss or damage to Your Vehicle' if the loss or damage had been to Your Vehicle; and

- may require You to refund to Us any costs We incur for a hire vehicle or use of alternative transport if You withdraw Your claim or We refuse to accept Your claim.

We will not cover:

- running costs for the hire car (for example, petrol or tolls);
- any additional hire car costs (for example, optional extras such as a GPS);
- loss or damage to the hire car;
- liability which results from using the hire car;
- any additional hire car costs if repairs to Your Vehicle are unreasonably delayed by You or a repairer appointed or engaged by You; or
- any costs if You have been paid an amount under the 'Hire vehicle or alternative transport after not at-fault incident' additional benefit or 'Hire vehicle or alternative transport after incident' optional benefit relating to the same incident.

## Incorrect fuel

Available if You have cover for:



'Comprehensive'

If You Accidentally put:

- fuel; or
- additives into fuel You put,

in Your Vehicle that is incompatible with the engine type of Your Vehicle during the Period of Insurance, We will pay the reasonable cost to remove the incompatible fuel or additives from Your Vehicle and cover any loss or damage to Your Vehicle caused by the incompatible fuel or additives.

This additional benefit is included in the Sum Insured for Your Vehicle.

You must stop driving Your Vehicle and advise Us as soon as reasonably possible after You become aware that the incompatible fuel or additive has been used in Your Vehicle.

We will not cover:

- any intentional or deliberate use of incompatible fuel or additives by You, any Authorised Driver or anyone acting with the express or implied consent of You or any Authorised Driver, including any costs to remove such fuel or additives, or loss or damage to Your Vehicle caused by such fuel or additives; or
- gradual damage or build up caused by use of incorrect octane of fuel in Your Vehicle.

## Legal representation at coronial inquiry

Available if You have cover for:



'Comprehensive'



'Third Party Fire and Theft' or



'Third Party Property Damage'

If You or an Authorised Driver require legal representation before a coronial inquiry in relation to an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle', We will pay the legal costs of You or the Authorised Driver to be represented up to a maximum of \$10,000.

You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim these costs back on Your policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.

We will not cover any legal costs:

- relating to penalties, fines or awards of aggravated, exemplary or punitive damages; or
- for incidents where You or the Authorised Driver have been charged with any offence in relation to the incident including but not limited to offences for speeding, driving with a blood alcohol level higher than the level allowed by law, driving under the influence of alcohol or drugs or any deliberate or intentional actions.

## Lifetime repair guarantee

Available if You have cover for:



'Comprehensive'



'Third Party Fire and Theft' or



'Third Party Property Damage'

If We authorise and pay for a repairer to repair Your Vehicle in relation to an incident We have agreed to cover under this Policy, We will provide a lifetime guarantee for the workmanship of those repairs as long as You are the owner of Your Vehicle.

Under this additional benefit:

- You must allow Us to inspect Your Vehicle at any reasonable time or place before any repairs;
- We decide how to fix any fault caused by poor workmanship; and
- We can choose to settle a claim through any of the following ways:
  - We can arrange for the original repairer or a Partner Repairer to repair Your Vehicle;
  - We can choose to pay You the reasonable cost to repair Your Vehicle. A number of factors will be relevant in working out what is the 'reasonable cost' of a repair, including the repair being consistent with the incident description, the pricing and nature of repair parts, and services rendered being consistent with industry standards. The types of evidence that may support costs being reasonable include things like quotes from Our repairer or another repairer, Our nominated repair methods for the type of damage to Your Vehicle provided they are reasonable and in line with industry standard and reports from Our qualified assessors; and/or
  - We can choose to pay You an amount that is equal to the Market Value of Your Vehicle at the time of the claim under this additional benefit.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We will not provide any cover under the lifetime repair guarantee if:

- You have sold Your Vehicle;
- You (or anyone on Your behalf) authorised repairs to Your Vehicle without Our prior written agreement;
- You arrange repairs after We cash settle Your claim; or
- there is deterioration or wear and tear caused:
  - over time;
  - by exposing Your Vehicle to the elements; or
  - by Your failure to maintain Your Vehicle in good order and repair.



# Methamphetamine contamination

Available if You have cover for:



'Comprehensive' or



'Third Party Fire and Theft'

If Your Vehicle is stolen during the Period of Insurance and recovered with Contamination Damage, We will pay the reasonable costs to Remediate the Contamination Damage within Your Vehicle to a level of 0.5 micrograms ( $\mu\text{g}$ ) per 100cm<sup>2</sup> or less (or to the level specified by any relevant State, Territory or Commonwealth legislation as an acceptable level of surface presence of Methamphetamine in a vehicle or domestic premises if there is such legislation).

We will not cover any contamination damage that is caused or contributed to, directly or indirectly, by or in connection with You or Your partner, or any member of Your or their family (including the theft or illegal conversion by any of them).

This additional benefit is included in the Sum Insured for Your Vehicle.

Under this additional benefit only, the following words have the meaning set out below when capitalised:

- "Contamination Damage" means surface contamination within Your Vehicle caused by Methamphetamine smoking or manufacturing that exceeds a level of 0.5 micrograms ( $\mu\text{g}$ ) per 100cm<sup>2</sup> (or the level specified by any relevant State, Territory or Commonwealth legislation as an unacceptable level of surface presence of Methamphetamine in a vehicle or domestic premises if there is such legislation).
- "Methamphetamine" means the controlled drug methamphetamine as defined in the Criminal Code Act 1995 (Cth) or similar or replacement legislation or regulations.
- "Remediate" means to reduce the level of Contamination Damage.

## New vehicle replacement

Available if You have cover for:



'Comprehensive'

If We agree to pay Your claim for an incident under 'Cover for loss or damage to Your Vehicle' as a Total Loss, We will:

- replace Your Vehicle with a new vehicle of the same make, model, engine size and paint type;
- replace any Modifications or Accessories of Your Vehicle on the new vehicle; and
- pay the cost of 12 months registration and compulsory third party insurance for the new vehicle.

We will only do this if:

- Your Vehicle has a tare weight of 3.5 tonne or less;
- a new vehicle of the same make, model, engine size and paint type as Your Vehicle is available in Australia;
- You bought Your Vehicle as a new or demonstrator vehicle and at the time of the incident Your Vehicle is less than 24 months from the date it was first registered;
- any credit provider noted on Your Certificate of Insurance agrees to Us replacing Your Vehicle with a new vehicle; and
- You pay the following amounts to Us or who We direct You to pay it to:
  - the Excess;
  - any unpaid Premium; and
  - the unused portions of registration and compulsory third party insurance (if applicable).

If We replace Your Vehicle under this additional benefit, Your Policy comes to an end and no refund of Your Premium is due. Any salvage of Your Vehicle will become Our property.

If You do not wish for Us to replace Your Vehicle with a new vehicle as set out in this additional benefit or You do not or are unable to satisfy the above conditions for this additional benefit, We will pay You a cash settlement for the Total Loss of Your Vehicle as set out in 'Total Loss of Your Vehicle' in the 'Claims' section of this Policy.

## Personal items

Available if You have cover for:



'Comprehensive'

If personal items are damaged in an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle' or are stolen from Your Vehicle during the Period of Insurance, We will pay the reasonable costs to repair or replace the personal items up to a maximum of \$1,000.

You must report any theft to the police and provide Us with the incident number and details of when and where the report was made.

We will not cover:

- money, cheques, financial transaction cards or negotiable instruments;
- property used for earning an income;
- baby capsules or child seats;
- mobile telephones, laptops or any electronic items; or
- any Modifications, options or Accessories.

## Replacement of keys and locks

Available if You have cover for:



'Comprehensive'

If the keys or access codes to Your Vehicle are stolen, lost or duplicated or it is reasonable for You to believe that the keys or access codes to Your Vehicle have been stolen, lost or duplicated during the Period of Insurance and there is no other damage to Your Vehicle, We will pay the reasonable costs to repair, replace and recode the keys, locks, barrels, fobs or keypads up to maximum of \$1,000.

You must report the theft or suspected theft to the police and provide Us with the incident number and details of when and where the report was made.

## Taxi fare

Available if You have cover for:



'Comprehensive'

If Your Vehicle is being repaired as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle', We will reimburse You for the taxi fares or rideshare service fees You incur:

- from the scene of the incident;
- to and from a hire car provider that is to provide a vehicle for Your use during the repairs but only if We authorise the repairs; and
- to and from the repairer that is performing the repairs to Your Vehicle but only if We authorise the repairs.

We will pay a maximum of \$150.

You may pay for the taxi or rideshare service fees upfront and provide Us with a tax invoice or receipt for the fare or fee and We will reimburse You.

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## Temporary cover for a replacement vehicle

Available if You have cover for:



'Comprehensive'



'Third Party Fire and Theft' or



'Third Party Property Damage'

If You replace Your Vehicle with another vehicle within 30 days of selling Your Vehicle during the Period of Insurance, We will cover the replacement vehicle on the terms set out in this Policy for a period of 14 days commencing on the date of purchase of the replacement vehicle.

If You wish to continue cover for the replacement vehicle after the 14 day cover period:

- You must contact Us within the 14 day cover period;
- You must provide Us with full details of the replacement vehicle necessary to apply for cover;
- We must agree to insure the replacement vehicle; and
- You must pay any additional Premium that is payable to cover the replacement vehicle.

If We agree to provide cover for the replacement vehicle after the 14 day cover period, We will issue You with a new Certificate of Insurance.

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## Tools of trade

Available if You have cover for:



'Comprehensive'

If Your Tools of Trade are damaged in an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle', We will pay the reasonable costs to repair or replace the Tools of Trade up to a maximum of \$1,500.

Under this additional benefit:

- We will only cover Tools of Trade that are stolen from Your Vehicle if the items are stolen from Your locked Vehicle or from a locked tool box that is fitted to Your Vehicle and there must be evidence of forced entry into Your Vehicle or locked tool box;
- You must report any theft to the police and provide Us with the incident number and details of when and where the report was made; and
- You must provide Us with evidence of Your current business, trade or profession.

We will not cover:

- money, cheques, financial transaction cards or negotiable instruments;
- baby capsules or child seats; or
- mobile telephones, laptops or any electronic items.

Under this additional benefit only "Tools of Trade" means materials or equipment You use to earn an income in Your current business, trade or profession.

## Towing

Available if You have cover for:



'Comprehensive' or



'Third Party Fire and Theft'

If Your Vehicle is damaged and cannot be driven or used as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle', We will pay the cost of towing Your Vehicle from the scene of the incident to:

- a repairer or other place We recommend; or
- a safe place.

The cover under this additional benefit will also include the cost of towing Your Vehicle:

- between repairers; and
- to and from a storage facility or holding yard if storage is required before repair of Your Vehicle.

You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.

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## Trailer or caravan attached to Your Vehicle

Available if You have cover for:



'Comprehensive'

If a trailer or caravan You own attached to or being towed by Your Vehicle suffers loss or damage in an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle', We will pay You:

- the reasonable cost to repair the trailer or caravan; or
- the Market Value of the trailer or caravan.

We will pay a maximum of \$1,000.

We will not cover any contents of the trailer or caravan.

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## Uninsured motorist damage

Available if You have cover for:



'Third Party Fire and Theft' or



'Third Party Property Damage'

We will cover loss or damage to Your Vehicle (including towing costs) if:

- Your Vehicle sustains loss or damage as a result of a collision with another vehicle during the Period of Insurance;
- We are satisfied that the driver of the other vehicle is solely at-fault for the collision;
- You can provide Us with the registration number of the other vehicle and the name and residential address of the driver of the other vehicle; and
- the other vehicle and driver of the other vehicle are uninsured for the damage to Your Vehicle.

In order for Us to resolve whether You or the other driver was at fault, We may request additional information – for example, witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

We will pay up to the Market Value of Your Vehicle, up to a maximum of \$5,000.

You must agree to provide all assistance that We reasonably require in relation to any recovery action We take against the driver of the other vehicle or in relation to the collision under this additional benefit. We will act reasonably in exercising Our discretion in the conduct of any legal proceedings and in the settlement of any claim while We conduct any recovery action. We will keep You reasonably informed and updated with the progress of proceedings.

You are not required to pay an Excess for a claim under this additional benefit.

## Vehicle storage costs

Available if You have cover for:



'Comprehensive' or



'Third Party Fire and Theft'

If Your Vehicle suffers loss or damage as a result of an incident We have agreed to cover under:

- 'Cover for loss or damage to Your Vehicle'; or
- the 'Uninsured motorist damage' additional benefit if You have 'Third Party Fire and Theft' cover,

We will pay the reasonable costs to store Your Vehicle at a storage facility or holding yard from the time the claim is lodged until the earlier of when:

- Your Vehicle is sent to a repairer to complete the repairs; or
- We settle Your claim.

We will also pay the costs of:

- moving Your Vehicle to and from the storage facility or holding yard and the repairer; and
- storing and moving a trailer or caravan that was attached to or being towed by Your Vehicle at the time of the incident but only if We have agreed to cover a claim under the 'Trailer or caravan attached to Your Vehicle' additional benefit for loss or damage to the trailer or caravan from the incident.

Under this additional benefit:

- You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement;
- You need to move Your Vehicle if We ask You to; and
- We can move Your Vehicle if We need to.

## 6 OPTIONAL BENEFITS

You may be able to add the following optional benefits to Your Policy if You apply for them and pay an additional Premium. Whether You are entitled to add the optional benefits to Your Policy and the amount and extent of cover under the optional benefits may vary depending on the cover level You have.

If We agree to provide any of these optional benefits with Your Policy, the optional benefit will be shown on Your Certificate of Insurance as added to the Policy. You are only entitled to those optional benefits that You have specifically chosen, paid an additional Premium for and are shown on Your Certificate of Insurance as added to the Policy.

### Excess free glass extension

Available if You have cover for:



'Comprehensive'

If the windscreen, window glass, sunroof or moonroof of Your Vehicle is damaged during the Period of Insurance by Accident and there is no other damage to Your Vehicle, We will pay the costs to repair or replace it (including any window tinting, demisters or rain sensors that are part of the windscreen) without requiring payment of the Excess.

This optional benefit is included in the Sum Insured for Your Vehicle.

You are only entitled to cover under this optional benefit if:

- the damage to the windscreen, window glass, sun roof or moonroof is the only damage to Your Vehicle; and
- You contact Us prior to any repair or replacement work and:
  - allow Us to arrange the repair or replacement through one of Our Partner Repairers unless You are entitled to the 'Any repairer option' optional benefit; or
  - if You are entitled to the 'Any repairer option' optional benefit, You can choose Your own repairer provided they have all necessary licences and authorisations required by law and have all equipment and experience necessary to complete the required repairs. We will decide whether to authorise and pay the reasonable cost to repair or replace the windscreen, window glass, sun roof or moon roof.

We will not cover any damage to mirrors, camera lenses or driving lights.

We may use parts that are not Genuine Parts to replace Your windscreen, window glass, sun roof or moon roof.

### Hire vehicle or alternative transport after incident

Available if You have cover for:



'Comprehensive'

If Your Vehicle is not drivable, unsafe to drive or being repaired as a result of an incident We have agreed to cover under 'Cover for loss or damage to Your Vehicle' (other than theft or attempted theft), We will pay the reasonable costs for You to:

- hire a replacement vehicle; or

- use alternative transport of taxis, rideshare services or public transport,

from the date of the incident until the earliest of:

- the date Your Vehicle is repaired;
- when We settle Your claim; or
- 21 days after You first hire the replacement vehicle.

We will pay:

- a maximum of \$75 per day for:
  - hire of a replacement vehicle and a maximum of \$2,000 for any bond and excess payable under the hire agreement because there is loss or damage to the hire vehicle; or
  - use of alternative transport.

We:

- will only cover costs of use of alternative transport where You provide Us with tax invoices and receipts for the transport;
- will only cover either the costs to hire a replacement vehicle or the costs to use alternative transport – We will not pay both;
- will arrange the hire of the replacement vehicle if You take this option and We will arrange the hire through one of Our preferred suppliers. You should seek Our agreement before incurring any out-of-pocket replacement vehicle hire expenses to ensure You will be able to claim those costs back on Your policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the limits described above;
- will, if there is loss or damage to the hire vehicle, pay any difference between what You are covered for under the insurance for the hire vehicle and what You would be covered for under 'Cover for loss or damage to Your Vehicle' if the loss or damage had been to Your Vehicle; and
- may require You to refund to Us any costs We incur for a hire vehicle or use of alternative transport if You withdraw Your claim or We refuse to accept Your claim.

We will not cover:

- running costs for the hire car (for example, petrol or tolls);
- any additional hire car costs (for example, optional extras such as a GPS);
- loss or damage to the hire car;
- liability which results from using the hire car;
- any additional hire car costs if repairs to Your Vehicle are unreasonably delayed by You or a repairer appointed or engaged by You; or
- any costs if You have been paid an amount under the 'Hire vehicle or alternative transport after not at-fault incident' or 'Hire vehicle or alternative transport after theft' additional benefits relating to the same incident.

## Any repairer option

Available if You have cover for:



**'Comprehensive'**

If We accept a claim for loss or damage to Your Vehicle under this Policy, We will arrange for a Partner Repairer to repair Your Vehicle. However, if You have this optional benefit on Your Policy and We accept a claim for loss or damage to Your Vehicle, You may choose any licensed repairer to repair Your Vehicle – see 'Repairing Your Vehicle' in the 'Claims' section of this Policy.

# 7

# GENERAL EXCLUSIONS

You are not covered under any section of this Policy:

- for loss, damage or liability:
  - that occurs outside of Australia;
  - that arises from any agreement or contract You or any person covered by this Policy enter into unless You or they would have been liable without the agreement or contract;
  - that is or is caused by or arises from:
    - rust;
    - any type of corrosion; or
    - mould or rot;
  - caused by or arising from an intentional act by:
    - You;
    - an Authorised Driver;
    - a passenger of Your Vehicle or Substitute Vehicle but this exclusion will not apply to loss or damage to Your Vehicle or the legal liability of Your or an Authorised Driver of Your Vehicle if the passenger's intentional act was committed without Your express or implied consent; or
    - any person acting with Your express or implied consent;
  - caused by or arising from the lawful seizure, impoundment, confiscation, nationalisation, destruction or requisition of Your property;
  - that is covered by any compulsory government insurance scheme, Medicare or workers compensation or other government scheme or arrangement, private medical insurance or another policy to the extent permitted by law.
- for any loss, damage or liability caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power.
- for any loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
  - an Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
  - any action taken to control, prevent, suppress, retaliate against, or respond to an Act of Terrorism.
- for loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
  - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system; or
  - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,



provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event We cover You for under this Policy except if caused by vandalism or a malicious act. For example, We will not cover You if Your Vehicle's GPS or security system cannot be used because of a cyber attack, but We will cover You for theft of Your Vehicle if it is stolen after Your Vehicle's security system is impacted by a cyber attack.

- for loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.
- for seepage, pollution or contamination, or any loss, damage, liability, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination. However this exclusion does not apply to:
  - any cover specifically provided under the 'Methamphetamine contamination' additional benefit; or
  - the 'Cover for liability' section to the extent of any liability that is caused by a sudden and Accidental event that occurs during the Period of Insurance.
- for any loss, damage or liability directly caused by a Communicable Disease or the threat or perceived threat of any Communicable Disease.
- for loss, damage or liability caused by or arising from any nuclear, radioactive, biological or chemical material, or the use, handling or transportation of such material.
- and We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy (including any refund of Premium), to the extent that such cover, claim, benefit or refund may contravene or expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.
- for wear and tear, gradual deterioration or depreciation.
- for betterment (for example, for repairs to Your Vehicle that leave it in a better condition than before the incident).
- if any Modifications that We asked You about when You first applied for Your Policy have been fitted to Your Vehicle during the Period of Insurance that You have not notified Us of and We have not agreed to cover.
- while Your Vehicle is on consignment or left with a commercial dealer so they can sell it for You.
- while Your Vehicle or a Substitute Vehicle is being driven, towed or operated by (or Your Vehicle or Substitute Vehicle is in the charge of) a person who:
  - has more than the legal limit of alcohol or a drug in their system and this has caused or contributed to the loss, damage or liability;
  - is under the influence of alcohol or a drug and this has caused or contributed to the loss, damage or liability;
  - refuses a test to determine alcohol or drug levels including a failure to report to a police station within the legal time frame following an incident that requires a drug or alcohol test; or
  - did not remain at the scene of the incident for the time required by law, or until the police arrived, without any reasonable excuse.

This exclusion will not apply if Your Vehicle or Substitute Vehicle was stolen at the time of the relevant incident and the theft was reported to police.

We will not provide cover under this Policy to the driver of Your Vehicle or Substitute Vehicle and We may seek to recover from that driver.

- while Your Vehicle or a Substitute Vehicle is being driven, towed or operated by a person who:
  - does not have the licence required by law;
  - is not complying with all of the terms and conditions of their licence; or
  - is disqualified from driving or holds a cancelled or suspended licence.

This exclusion will not apply if Your Vehicle or Substitute Vehicle was stolen at the time of the relevant incident and the theft was reported to police or You could not reasonably have known that the person driving, towing or operating Your Vehicle or Substitute Vehicle did not hold the licence required by law.

We will not provide cover under this Policy to the driver of Your Vehicle or Substitute Vehicle and We may seek to recover from that driver.

- while Your Vehicle or a Substitute Vehicle is being used:
  - for an illegal purpose or in an illegal manner, to the extent that the use of Your Vehicle or a Substitute Vehicle caused or contributed to the loss, damage or liability; or
  - to illegally carry or store explosives, flammable or combustible substances or liquids.

This exclusion will not apply if Your Vehicle or Substitute Vehicle was stolen at the time of the relevant incident and the theft was reported to police.

- if Your Vehicle or a Substitute Vehicle is:
  - in an unsafe condition that caused or contributed to the loss, damage or liability and You knew or should have known that it was unsafe to use;
  - damaged in an incident and You do not take reasonable steps to prevent further loss or damage including if it is stolen and then found, and You have been told where it is;
  - not in good order or repair that caused or contributed to the loss, damage or liability because it has any unrepaired damage or it has rust, mechanical or any other damage that make it unsafe to drive and You knew or should have known that it was not in good order or repair; or
  - not in a condition that meets the registration requirements in the State or Territory in which it is located.
- while Your Vehicle or a Substitute Vehicle is being used:
  - for any business, trade or profession unless the specific business, trade or profession is shown on Your Certificate of Insurance;
  - in a race, rally, trial, test, contest, driver training, track day or any kind of motor sport;
  - in a track day, drive day or similar organised event;
  - for hire, rental or Vehicle sharing;
  - for ridesharing services unless 'Rideshare' use is shown on the Certificate of Insurance and only if the average number of hours the Vehicle is used for rideshare services per week is equal to or less than the number of hours per week shown on the Certificate of Insurance for this use;
  - for food delivery services except for take away food delivery services if You have 'Comprehensive Plus' cover and 'Take away food delivery' use is shown on the Certificate of Insurance and only if the average number of hours the Vehicle is used for take away food delivery services is equal to or less than the number of hours per week shown on the Certificate for this use;
  - outside of Australia;
  - off-road except as specifically intended by the manufacturer;
  - to tow any vehicle or item for financial gain or reward;

- for:
  - courier or delivery services or carrying any goods for financial gain or reward;
  - farming activities;
  - driving instruction for financial gain or reward; or
  - any trade,
 unless the specific use is shown on Your Certificate of Insurance.
- for taxi or people transportation services except for rideshare services and only if ‘Rideshare’ use is shown on the Certificate of Insurance and only if the average number of hours the Vehicle is used for rideshare services per week is equal to or less than the number of hours per week shown on the Certificate of Insurance for this use; or
- in or for any professional motor sport.
- while Your Vehicle or a Substitute Vehicle:
  - is being driven by You or an Authorised Driver in a willful, reckless or unsafe manner;
  - or anything Your Vehicle or a Substitute Vehicle is towing:
    - is in an unsafe condition;
    - is unregistered if the law requires it to be registered
    - is being towed illegally; or
    - exceeds the number of passengers or load limits recommended by the manufacturer.

This exclusion will only apply to the extent that any of these conditions or events caused or contributed to the loss, damage or liability.

This exclusion will not apply if Your Vehicle or Substitute Vehicle was stolen at the time of the relevant incident and the theft was reported to police.

- while a passenger in Your Vehicle or Substitute Vehicle is being willful, reckless or unsafe.

This exclusion will not apply:

- if Your Vehicle or Substitute Vehicle was stolen at the time of the relevant incident and the theft was reported to police; or
- to loss or damage to Your Vehicle or the legal liability of Your or an Authorised Driver of Your Vehicle if the passenger’s intentional act was committed without Your express or implied consent.
- for mechanical, structural, electrical, hydraulic or electronic breakdown or failure.
- for consequential loss including any loss which results because You can’t use Your Vehicle unless it is specifically covered under this Policy. This means We will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation.
- for any reduced value or depreciation of Your Vehicle.
- for loss or damage caused by or arising from You:
  - not taking reasonable care to secure Your Vehicle; or
  - leaving Your Vehicle in an unsafe location after it:
    - breaks down;
    - suffers loss or damage; or
    - is stolen and then found.

- for:
  - loss or damage that occurred, or liability that was incurred, outside the Period of Insurance;
  - the cost to fix previous damage; or
  - loss, damage or liability caused by or arising from previous damage.
- for the cost to fix:
  - faulty design;
  - faulty workmanship by You or someone else We did not authorise; or
  - repairs by You or someone else We did not authorise, except as specifically covered under the ‘Lifetime repair guarantee’ additional benefit.
- for loss or damage to tyres caused by road cuts, punctures, bursting or braking (except if there is loss or damage to other parts of Your Vehicle).
- for any loss or damage to Your Vehicle (including damage to Your Vehicle’s engine or fuel system) caused by the incorrect or incompatible type of fuel being used in Your Vehicle except as specifically provided in the ‘Incorrect fuel’ additional benefit.

## 8 CLAIMS

This section provides information about Our claims process and what We pay when You make a claim. It also includes some examples of how We pay claims including liability claims.

### What You must do

When You make a claim, or if something happens that may result in You making a claim, You must:

- stop if anyone is injured or any other vehicle or property is damaged;
- take safe and reasonable steps to prevent any further loss, damage or liability;
- inform the police as soon as possible if anyone is injured or if Your Vehicle is lost, stolen, vandalised or maliciously damaged and provide Us with the incident number and details of when and where the report was made;
- obtain:
  - the full name, residential address and contact telephone number of all drivers involved in an incident; and
  - the make, model, registration number and insurance details for all vehicles involved in an incident;
- be truthful and frank in any statement You make in connection with a claim;
- keep all damaged property so We can inspect it within a reasonable period of time, if required;
- co-operate fully with Us, even if We have already paid Your claim, which includes:
  - providing Us with all the information, documents and help We need to deal with Your claim;
  - as soon as reasonably possible, sending Us any communications that You receive about any incident (for example, emails, letters, notices or court documents);
  - being interviewed by Us or Our representatives and providing statements;
  - attending court to give evidence; and

- provide all reasonable assistance in obtaining all Authorised Drivers and passengers in Your Vehicle to provide Us with all information, documents and help We reasonably require to deal with a claim. If there is a failure to provide the information, documents or help requested and they are material to Our assessment, this may cause a delay in the assessment or payment of Your claim until the information, documents or help is provided;
- not pay, promise to pay or admit responsibility for a claim or an incident;
- not repair or replace any damaged property without Our consent. You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your Policy. If You do not obtain Our agreement first, We will only pay the reasonable costs. Refer to the 'How We settle Your claim' and 'Choosing a repairer' sections of this document for information in relation to what are reasonable costs; and
- give Us Your rights to claim from anyone else. If You have a right to claim from anyone else for an incident covered by Us, You give Us Your rights to make that claim, to conduct, defend or settle any legal action and to act in Your name and You must give Us all information and co-operation that We reasonably require in connection with the conduct of proceedings. You must not do anything unreasonable that prevents Us from doing this. We will act reasonably in exercising Our discretion in the conduct of any legal proceedings and in the settlement of any claim while We conduct any recovery action. We will keep You reasonably informed and updated with the progress of proceedings.

When We make a request for information, documentation, cooperation or assistance from You, any Authorised Drivers or passengers, We will only make a request that is relevant to Our assessment and conduct of Your claim and provide an explanation as to why it is needed. For example, a copy of your vehicle registration certificate as proof of ownership.

If You do not meet Your responsibilities, We may refuse or reduce a claim, cancel Your Policy, or do both. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on the impact or effect Your failure to meet Your responsibilities caused or contributed to the claim and Our decision to maintain Your Policy.

You should contact Us to lodge a claim as soon as possible. We can give You immediate assistance with Your claim 24 hours a day, 7 days a week. We:

- can arrange towing for Your Vehicle after an incident;
- may need to inspect Your Vehicle and arrange quotations from any repairer or supplier; and
- may ask You to substantiate Your claim by providing Us with proof of ownership of Your Vehicle and any other items You claim for under this Policy. For example, We may request a copy of Your Vehicle registration documents as proof of ownership.

## How We settle Your claim

If a person We cover makes a claim under 'Cover for liability' and We accept that claim, We will:

- act for them or arrange for a lawyer to represent them;
- attempt to resolve the claim; and
- defend the claim in a court or tribunal.

We will decide whether to defend or resolve a claim and how much to pay to resolve a claim. We will act reasonably in exercising Our discretion and We will keep You reasonably informed and updated with the progress of the claim.

If We accept Your claim under 'Cover for loss or damage to Your Vehicle', We will:

- decide whether to repair Your Vehicle, pay You the reasonable cost of repairs or pay You the Agreed Value or Market Value, depending on the cover You have chosen, that applies to Your Vehicle;
- pay for any additional benefits that You are entitled to;
- pay for any optional benefits that You are entitled to; and
- deduct any amounts that apply to Your Policy and claim (for example, Excess, unpaid Premium, unused registration and compulsory third party insurance premium).

We can choose to settle Your claim through any of the following ways:

- We can choose to repair Your Vehicle. See 'Repairing Your Vehicle' for what happens when We decide to repair Your Vehicle.
- We can choose to pay You the reasonable cost to repair Your Vehicle. A number of factors will be relevant in working out what is the 'reasonable cost' of a repair, including the repair being consistent with the incident description, the pricing and nature of repair parts, and services provided being consistent with industry standards. The types of evidence that may support costs being reasonable include things like quotes from Our repairer or another repairer, Our nominated repair methods for the type of damage to Your Vehicle provided they are reasonable and in line with industry standard and reports from Our qualified assessors.
- We can choose to pay Your claim as a Total Loss. We will do this when We determine Your Vehicle is a Total Loss or when We decide to. If We do this then Your Policy ends and You will not get a refund of Your Premium. See 'Total Loss of Your Vehicle' for what happens if We decide to pay Your claim as a Total Loss.
- We can choose to pay for additional and/or optional benefits. If We agree to pay You any additional benefits or optional benefits, We will choose the method of settlement and repairer or supplier. If We settle a claim for damaged property by replacing it or paying You the cost of replacing it, the damaged property becomes Ours unless We let You keep it.

Our choice will have regard to the circumstances of Your Claim and consider any preference You may have.

Depending on the cover level You have, the maximum amount We will pay for a claim under 'Cover for loss or damage to Your Vehicle' is:

- the Agreed Value of Your Vehicle and any benefits You are entitled to if You are insured for Agreed Value; or
- the Market Value of Your Vehicle and any benefits You are entitled to if You are insured for Market Value.

If You have 'Third Party Fire and Theft' or 'Third Party Property Damage' cover and We accept a claim under the 'Uninsured motorist damage' additional benefit, We will pay the Market Value of Your Vehicle (up to a maximum amount of \$5,000).

## Repairing Your Vehicle

If We choose to settle Your claim by repairing Your Vehicle:

- We decide the best way to repair the damage; and
- We will arrange for a Partner Repairer to fix Your Vehicle or You may choose Your own repairer to fix Your Vehicle if You are entitled to the 'Any repairer option' optional benefit.

## Choosing a repairer

If We arrange for a Partner Repairer to fix Your Vehicle, We will:

- help find a Partner Repairer most convenient to You;
- choose the most suitable repair method for the type of damage to Your Vehicle;
- manage the whole repair process on Your behalf;
- arrange for part of the repair to be carried out by a specialist service provider if required; and
- seek Your agreement to any repairs if the repairs to Your Vehicle leave it in a better condition than before the incident and We need to seek a contribution from You for the additional amount which represents the betterment.

If You are entitled to the 'Any repairer option' optional benefit and choose Your own repairer to fix Your Vehicle, the repairer You choose must have all necessary licences and authorisations required by law and have all equipment and experience necessary to complete the required repairs. If You choose Your own repairer, We will:

- choose the most suitable repair method for the type of damage to Your Vehicle and decide whether to authorise and pay for the reasonable cost to repair Your Vehicle; or
- decide whether to pay You the reasonable cost to repair Your Vehicle. A number of factors will be relevant in working out what is the 'reasonable cost' of a repair, including the repair being consistent with the incident description, the pricing and nature of repair parts, and services provided being consistent with industry standards. The types of evidence that may support costs being reasonable include things like quotes from Our repairer or another repairer, Our nominated repair methods for the type of damage to Your Vehicle provided they are reasonable and in line with industry standard and reports from Our qualified assessors.

If We decide to authorise and pay for the reasonable cost to repair Your Vehicle, We will tell You if You need to pay the Excess to Us, the repairer or another supplier.

We are not responsible for making sure the repairer can complete the repairs when it suits You and We will not cover:

- any additional costs that may result if the repairer appointed or engaged by You is delayed or has problems getting parts; or
- any repairs not authorised by Us.

If We authorise and pay for a repairer to fix Your Vehicle, then We will provide a lifetime guarantee for the workmanship of those repairs as long as You are the owner of Your Vehicle. See the 'Lifetime repair guarantee' additional benefit.

## Inspections

If We ask, You must allow Us to inspect Your Vehicle at a reasonable time and place and We will:

- tell You where You need to take Your Vehicle; or
- arrange for Your Vehicle to be towed to a repairer or other place We choose.

## Paying the reasonable cost to repair Your Vehicle

If We decide to pay You the reasonable cost to repair Your Vehicle (refer to the 'How We settle Your claim' and 'Choosing a repairer' sections of this document for information in relation to what are reasonable costs), We will deduct the following from the amount We pay You:

- the Excess; and
- any input tax credit You are entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## Parts used to repair Your Vehicle

Generally We use the following parts to repair Your Vehicle. If Your Vehicle is:

- less than 3 years from the date it was first registered, We use new Genuine Parts when reasonably available; and
- 3 years from the date it was first registered or older, We use new Genuine Parts when reasonably available or quality non-mechanical reusable parts.

Regardless of the age of Your Vehicle, We may use parts that are not Genuine Parts to replace Your windscreen, window glass, sunroof, moonroof, radiator or air-conditioning components.

We will only use quality non-mechanical reusable parts when it:

- is consistent with the age and condition of Your Vehicle;
- does not affect the safety or the structural integrity of Your Vehicle;
- complies with Your Vehicle manufacturer's specifications and applicable Australia Design Rules;
- does not adversely affect the way Your Vehicle looks after it has been repaired; and
- does not void or affect the warranty provided by the manufacturer of Your Vehicle.

## Unrepaired damage

If Your Vehicle had any unrepaired damage before an incident for which We agree to provide cover, You must contribute to the repair costs if the unrepaired damage results in Us having to repair more areas of Your Vehicle than were affected by the incident or We needed to replace. For example, the bonnet of Your Vehicle was only partly damaged in an incident We have agreed to cover and can be repaired. The repairer notices that the bonnet has unrepaired hail damage. If there wasn't any hail damage We would only need to repair the damaged area of the bonnet. However, because of the unrepaired hail damage to the bonnet We must replace the whole bonnet. In this case We would seek Your agreement to any repairs and ask You to contribute to the costs of the repairs.

## Undamaged areas

We don't repair undamaged areas of Your Vehicle to create a uniform appearance. If You wish to have additional repairs completed to undamaged areas – for example to ensure a uniform appearance, You may pay to do so or We will consider within the context of how best to settle Your claim – for example deducting costs or making an allowance for betterment.

## Motor Vehicle Insurance and Repair Industry Code of Conduct

This Code aims to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication. We support the Code and are committed to continually reviewing Our operations to make sure We comply with it.

## Total Loss of Your Vehicle

If We accept Your claim and determine Your Vehicle is a Total Loss, We will:

- pay Your claim; or
- replace Your Vehicle.



If Your Vehicle is a Total Loss and We decide to pay Your claim, We will pay You the Agreed Value or the Market Value (as shown on Your Certificate of Insurance) after deducting:

- the Excess;
- any unpaid Premium;
- any input tax credit You are entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
- the unused portions of registration and compulsory third party insurance (if applicable).

If Your Vehicle is a Total Loss and We agree to replace Your Vehicle, We will settle Your claim as set out in the 'New vehicle replacement' additional benefit. You will need to pay:

- the Excess;
- any unpaid Premium; and
- the unused portions of registration and compulsory third party insurance (if applicable).

We will tell You who to pay these amounts to.

After We settle Your claim for a Total Loss Your Policy comes to an end and no refund of Your Premium is due. Any salvage of Your Vehicle will become Our property.

## Excess

As part of the finalisation of Your claim You must pay the Excess that applies. An Excess is an amount You contribute towards the cost of a claim. Your Certificate of Insurance shows the amount and types of Excess that apply to Your Policy. You may need to pay more than one Excess.

The type of Excess You need to pay depends on what Your claim relates to and who was driving Your Vehicle.

The following Excesses may apply to Your Policy:

Vehicle	applies to most claims under the Policy;
Driver	applies in addition to the Vehicle Excess when a person specified with a Driver Excess on the Certificate of Insurance is driving Your Vehicle;
Undisclosed Driver	applies in addition to the Vehicle Excess when a person 25 years of age or older who is not listed as a driver on the Certificate of Insurance is driving Your Vehicle; and
Undisclosed Driver Age	applies in addition to the Vehicle Excess when a person less than 25 years of age, who is not listed as a driver on the Certificate of Insurance is driving Your Vehicle.

We only accept a claim if the total amount You are claiming is more than any Excesses that apply to Your claim.

When You make a claim, You must pay any Excess that applies to Us or a repairer or supplier. We may deduct it from what we pay You or We will tell You who to pay the Excess to. If We request You pay the Excess, We will tell You who to pay and may require payment as part of finalising Your claim.

There are circumstances when You do not need to pay one or more Excesses.



For more information about the Excesses that may apply to Your Policy and when these will not apply, see Our Car Insurance Premium, Excess & Discounts Guide. To get a free copy of Our Car Insurance Premium, Excess & Discounts Guide visit [www.cgu.com.au](http://www.cgu.com.au).

## Other deductions

If We pay Your claim as a Total Loss, We will deduct other amounts to settle Your claim.

### Unpaid Premium

Before We pay Your claim We will deduct:

- any Premium amount for the Policy that is due but has not been paid; and
- if You pay Your Premium by instalments, the instalments that cover the rest of Your Period of Insurance.

### Unused registration and compulsory third party insurance

The amount You pay to register Your Vehicle or for any compulsory third party insurance forms part of Your Vehicle value. If We pay Your claim We will deduct any unused registration costs and compulsory third party insurance.

To get a refund for these amounts You will need to contact Your:

- relevant motor registration authority; and
- compulsory third party insurer if Your Vehicle is registered in New South Wales.

### Salvage value

We will normally keep Your Vehicle if We pay Your claim. However, if We let You keep Your damaged Vehicle, We will deduct its estimated salvage value before We pay Your claim.

## Credit provider's rights

You must tell Us if You have used all or part of Your Vehicle as security for a loan with a credit provider. Your credit provider may be a bank, credit union or other type of lender. This may also apply if You lease or have a hire purchase agreement on Your Vehicle.

We list Your credit provider as an interested party on Your Certificate of Insurance.

When You have a credit provider noted on Your Certificate of Insurance We:

- treat Your Vehicle as being under a finance arrangement;
- treat any statement, act, omission or claim by You as a statement, act, omission or claim by the credit provider; and
- may recover any payment either in Your name or the credit provider's name.

### Payments to the credit provider

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

- the Agreed Value or Market Value as shown on Your Certificate of Insurance;
- the cost of repairing Your Vehicle; or
- the balance owing to the credit provider under the finance arrangement.

However, We will only pay the credit provider if they:

- are listed on Your Certificate of Insurance; and
- give Us any help We 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, then before We settle Your claim:

- We will check the Personal Property Securities Register to confirm whether any money is owing on Your Vehicle; and
- If there is any outstanding amount owing under any finance arrangement, You will be required to provide reasonable assistance to enable Us to resolve those financial arrangements and settle Your claim.

## GST

If We pay Your claim, We will deduct an amount equal to Your input tax credit entitlement. This applies to any amount We pay, including where We state that an amount will include GST. Any payment We make to settle Your claim will be considered to be made in full even if We have reduced the amount We pay as set out in this section.

## Recovery actions

You agree that the following provisions under 'Recovery action by Us' and 'Recovery action by You' apply where We cover You under this Policy for some or all of the loss or damage You suffer in connection with an incident.

### Recovery action by Us

You agree We may take steps to recover from someone else We consider responsible for the incident:

- some or all of the loss or damage We cover; and/or
- some or all of the loss or damage We do not cover, whether or not it is covered by another insurer or You do not have cover for it.

You agree that We may take such recovery action:

- without Your specific consent;
- using Your name; and
- whether or not You have been, or have a right to be, fully compensated for all of Your loss or damage by Us or anyone else.

You also agree that:

- We have the right to decide upon the conduct and any settlement of any recovery action We take. We will act reasonably in exercising Our discretion in the conduct of any legal proceedings and in the settlement of any claim while We conduct any recovery action. We will keep You reasonably informed and updated with the progress of proceedings;
- We may exercise all the rights You have in connection with the loss or damage You have suffered in connection with the incident;
- of any amount recovered in a recovery action We take:
  - We keep the amount We have paid, or must pay, You under the Policy plus any interest recovered on that amount and any administrative, recovery agent, funding and legal costs We have incurred in taking the recovery action; and
  - We will then pay You the amount of loss or damage You have suffered in connection with the incident for which You do not have any cover with Us plus any interest recovered on that amount and costs You may have been required by Us to contribute; and
  - We will keep any remaining balance;

- You must give Us all the information and co-operation that We reasonably require to take the recovery action. When We make a request for information or cooperation from You, We will only make a request that is relevant to Our recovery action and provide an explanation as to why it is needed; and
- You must not do anything unreasonable which prejudices Us in taking any recovery action including that You must not:
  - assign Your rights to anyone else without Our consent; or
  - opt-out of any representative or group proceedings taken by Us.

### Recovery action by You

You agree that You may only take recovery action if Your claim has been denied or with Our prior written consent and on conditions which We in Our discretion impose, acting reasonably. We will not unreasonably withhold our consent.

You also agree:

- You must have proper regard for Our interests in respect of loss or damage that We cover;
- You must seek to recover the loss or damage We cover in addition to any other loss or damage You have suffered in connection with the incident;
- of any amount recovered in a recovery action You take:
  - You keep the amount of loss or damage You have suffered in connection with the incident for which You do not have any cover with Us plus any interest recovered on that amount and any administrative and legal costs You have incurred in taking the recovery action; and
  - You will then pay Us the amount We have paid, or must pay, You under the Policy plus any interest recovered on that amount; and
  - You will keep or pay any remaining balance in accordance with any other obligations You have;
- We may take over the conduct of any legal proceedings started by You or on Your behalf, including where You are an applicant or plaintiff, or a group member, in representative or group proceedings; and
- We may require You to cease recovery action that You have commenced.

We will act reasonably in exercising Our discretion when taking over conduct of legal proceedings, requiring the cessation of proceedings, in the conduct of any legal proceedings and/or in the settlement of any claim. We will keep You reasonably informed and updated with the progress of proceedings.

## How We pay claims – some examples

The following examples are designed to show how a claim payment might be calculated and what amount You may be required to pay. These are examples only, do not cover all scenarios or benefits and do not form part of the Policy terms and conditions.

Please refer to your Certificate of Insurance for the amount and types of Excess(es) that apply to Your Policy.

### Claim example 1 – Repairing Your Vehicle

- You have 'Comprehensive' cover;
- Your Vehicle is insured with an Agreed Value of \$25,000;
- You have not chosen any optional benefits under Your Policy; and
- You have a Vehicle Excess of \$800.

You are a 35 year old driver, who is listed on the Policy and while driving Your Vehicle You have a crash with another vehicle where You are at-fault.

Your Vehicle is undrivable and You contact Us and We arrange for Your Vehicle to be towed from the location of the Accident to one of Our Partner Repairers.

The towing cost is \$350.

We assess the cost to repair Your Vehicle to be \$2,250.

You wish to hire a car for 6 days while Your Vehicle is being repaired at a cost of \$60 per day.

We accept Your claim under the Policy and decide to repair Your Vehicle.

- You pay the \$800 Vehicle Excess to the repairer;
- We pay the repairer \$1,450 (being the cost of repairs of \$2,250 less the \$800 Vehicle Excess);
- We pay \$350 to the towing company; and
- We do not pay for Your hire car as You did not take the 'Hire vehicle or alternative transport after incident' optional benefit.

### Claim example 2 – Total Loss

- You have 'Comprehensive' cover;
- Your Vehicle is insured with an Agreed Value of \$14,700;
- You have not chosen any optional benefits under Your Policy; and
- You have a Vehicle Excess of \$800 and a Driver Excess of \$500 which applies to Your 22 year old son, who is listed as a specified driver on Your Policy.

You pay Your Premium by monthly instalments of \$55.

Your 22 year old son is driving Your Vehicle and has a crash with another vehicle where he is at-fault. Your Vehicle is undrivable and You contact Us and We arrange for Your Vehicle to be towed from the location of the accident to one of Our Partner Repairers.

The towing cost is \$300.

We assess Your Vehicle to be a Total Loss.

Your Policy has 4 months unpaid Premium instalments before the end of the Period of Insurance and Your Vehicle has \$250 of unused registration and compulsory third party insurance premium.

We accept Your claim under the Policy and We pay the towing company \$300 and pay You \$12,930 calculated as:

Agreed Value of	\$14,700
less Vehicle Excess of	-\$ 800
less Driver Excess of	-\$ 500
less unused registration and compulsory third party insurance premium of	-\$ 250
less remaining unpaid monthly instalments of	-\$ 220
<b>TOTAL</b>	<b>\$12,930</b>

You arrange a refund of Your unused registration and compulsory third party insurance of \$250. Your Policy ends and We keep Your Vehicle.

### **Claim example 3 – Vehicle stolen with a new replacement vehicle**

- You have 'Comprehensive' cover;
- Your Vehicle is insured with an Agreed Value of \$32,000;
- You have not chosen any optional benefits under Your Policy; and
- You have a Vehicle Excess of \$800.

You pay Your Premium by monthly instalments of \$55 per month.

Your Vehicle is stolen and not recovered when it is only 7 months old. Your Policy has 4 months unpaid Premium instalments before the end of the Period of Insurance and Your Vehicle has \$250 of unused registration and compulsory third party insurance premium.

We accept Your claim under the Policy and We determine Your Vehicle to be a Total Loss. We arrange a hire car for You until We settle Your claim up to a maximum of 21 days under the 'Hire vehicle or alternative transport after theft' additional benefit. We pay the hire car company \$1,575, being a maximum of \$75 per day for 21 days.

As Your Vehicle is less than 24 months from when it was first registered, We decide to replace Your Vehicle with a new one under the 'New vehicle replacement' additional benefit. We order you the new replacement vehicle from a car dealer with 12 months registration and compulsory third party insurance included.

You pay Us or the car dealer \$1,270, being:

- Vehicle Excess of \$800;
- Outstanding Premium instalments of \$220 (4 x \$55); and
- Unused portion of registration and compulsory third party insurance from Your Vehicle of \$250.

You arrange Your registration and compulsory third party insurance refund of \$250 from Your relevant State Transport Authority and compulsory third party insurer.

The Policy for Your Vehicle ends and any salvage of Your Vehicle (if recovered) will become Our property. If You want Us to cover Your replacement vehicle, You will need to apply for a new policy.

### **Claim example 4 – Liability claim for damage to someone else's property**

- You have 'Comprehensive' cover;
- Your Liability Limit is \$20,000,000; and
- You have a Vehicle Excess of \$800.

You lose control of Your Vehicle and crash into someone's front fence and garden.

We accept Your claim under the Policy and arrange lawyers to act on Your behalf in relation to the homeowner's claim against You. A court decides You are liable to pay \$8,000 for the claim made against You by the homeowner.

- You need to pay Us the Vehicle Excess of \$800;
- We pay the homeowner \$8,000; and
- We also pay Our lawyers \$1,500 being their fees to act on Your behalf in the court proceedings.

### **Claim example 5 – Crash with at-fault driver**

- You have 'Third Party Property Damage' cover; and
- You have a Vehicle Excess of \$800.

You are driving Your Vehicle and have a crash with another vehicle that is (and the driver is) uninsured. You provide Us with the registration details of the other vehicle and the driver's name and address. We determine that the driver of the other vehicle is solely at-fault for the crash and agree to accept Your claim under the 'Uninsured motorist damage' additional benefit.

The Market Value of Your Vehicle is \$8,500.

We assess the cost to repair Your Vehicle to be \$4,500.

We pay the repairer \$4,500. You do not need to pay any Excess.

### **Claim example 6 – Excess greater than claim amount**

- You have 'Comprehensive' cover;
- Your Vehicle is insured with an Agreed Value of \$32,000;
- You have not chosen any optional benefits under Your Policy; and
- You have a Vehicle Excess of \$800.

You Accidentally reverse Your Vehicle into a fence at Your home and damage the rear of Your Vehicle.

We assess the cost to repair Your Vehicle to be \$500. As Your Vehicle Excess is \$800, We stop processing Your claim and do not pay anything under Your Policy as the applicable Excess is more than the repair costs for the damage to Your Vehicle.