

Motor Vehicle

Insurance Product Disclosure Statement and Policy Wording



Introduction & Welcome

Thank you for choosing Western QBE and welcome to the peace of mind and customer service of Western QBE Insurance. In addition to offering quality products and service, as the specialist personal lines area of the QBE group, we provide the security of one of the largest Australian owned international insurance companies.

Our insurance contains a number of options that can allow you to choose the cover you need. We aim to provide friendly and helpful customer service from your first call to us to our 24 hour emergency claims service.

The information in this booklet is important and we have aimed to make it as easy to understand as possible. Please take the time to read through it and call us if you need further information.

YOUR MOTOR VEHICLE INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

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Important Information and Notices

ABOUT OUR PRODUCT DISCLOSURE STATEMENT AND INSURANCE POLICY WORDING

This document is a Product Disclosure Statement (PDS) and is also our insurance policy wording. Please note that it only operates as a PDS under the Corporations Act 2001 (Cth) from 5 March 2004. Other documents may comprise our PDS and we will specifically tell you if this is the case in the relevant document.

This document contains important information to help you understand this insurance. ***It is up to you to choose the cover you need. This document contains information which can help you decide. Any advice in this document is of a general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if this insurance is right for you.***

WHAT YOU SHOULD READ

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for you, it is important that you read:

- all of this Important Information and Notices part – this information is designed to help you understand this insurance and your rights and obligations under it;
- the Motor Vehicle Insurance Cover part which commences on page 12. It tells you about:
 - what makes up the insurance (ie. your contract with us which we call a policy);
 - important definitions that set out what we mean by certain words;
 - the cover we can provide (see Sections 1, 2 and 3);
 - what excesses you may have to pay (see Section 4);
 - when you are not insured (see Section 5);
 - what you and we need to do in relation to claims (see Section 6);
 - the other conditions which apply to the insurance and that you must comply with (see Section 7);
 - your and our cancellation rights (see Section 8);
 - the special conditions which apply if you pay your premium by instalments (see Section 9);
- the relevant proposal form you need to complete to apply for cover (if applicable);
- any schedule (refer to the definition of schedule on page 15) when it is issued to you; and
- any other documents we may give you which vary our standard terms of cover set out in this document.

These documents should be read carefully together. It is important that they are kept in a safe place.

Summary of Cover and Significant Benefits and Risks

The following is a summary only and does not form part of the terms of your insurance. We give examples of some of the significant benefits and risks but you need to read the Motor Vehicle Insurance Cover part of this document which sets out the terms and conditions of this insurance to make sure it matches your expectations.

References to Section numbers refer to the Section in the Motor Vehicle Insurance Cover part of this document.

What are you covered for?

You can select one of the following covers:

- Comprehensive cover; or
- Legal liability cover; or
- Legal liability, fire and theft cover.

Comprehensive cover

This insurance is designed to cover you for theft or accidental damage to the insured vehicle which occurs during the period of insurance anywhere in Australia up to the amount of the sum insured or other specified maximum limit (see Section 1 for details of the available cover and any limits that apply to it).

Your cover also includes the following additional benefits up to specified limits – Replacement Vehicle, Travelling Expenses and Hire Car Following Theft (these are only some of the additional benefits, see Section 3 for details and any limits that apply).

We also cover you (and certain other persons we specify) for legal liability for damage to another person's property directly caused by a part of your vehicle or your trailer, goods falling from your vehicle or your trailer attached to it or loading or unloading of your vehicle or your trailer. In addition, you are covered in certain cases for your legal liability for bodily injury or death to another person. The event causing liability must occur during the period of insurance and in Australia (see Section 2 for details of the available cover and any limits that apply to it).

Legal liability cover

This insurance covers you (and certain other persons we specify) for certain legal liability only, as described in the Comprehensive cover Section above (see Section 2 for details of the available cover and any limits that apply to it).

Legal liability, fire and theft cover

This insurance is similar to the Comprehensive cover Section above except that the accidental damage cover is limited to when the incident is fire. Some additional benefits in Section 3 may also not be available (see the endorsement section of any schedule we issue to you).

Monetary limits on the cover

We can insure you up to the amount of the sum insured for the nominated vehicle for the insured events listed. The sum insured for your nominated vehicle is the amount shown on the schedule. It can be either:

- Market value – at the time of an accident or total loss we will pay up to the market value for your vehicle (please refer to definitions for the definition of “market value”).
- Agreed value – a value agreed at the time this insurance is taken out and is shown on your schedule (please refer to definitions for the definition of “agreed value”).

The legal liability cover insures you up to a set limit of liability which is shown on the schedule.

Specific limits may apply in relation to certain other property you want to insure or benefits we may pay and they are specified in the relevant clauses in the Motor Vehicle Insurance Cover part or on the schedule.

You need to make sure you are happy with the sum(s) insured and relevant limits. If you do not adequately insure yourself you may have to bear the uninsured proportion of any loss yourself.

Excesses may apply. See payment of excesses section below.

Goods and Services Tax

Where we pay a claim and you are liable to pay GST in respect of your claim, we will cover you for that GST, less any Input Tax Credit you may be able to claim from your purchase of goods and services. We will pay this amount in addition to the sum insured shown in the schedule. If your sum insured is not sufficient to cover your loss, or a insurance limit applies, we will only pay GST that relates to our settlement of your claim (less your entitlement to any Input Tax Credit).

You must advise us of your correct Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you. “GST” and “Input Tax Credit” have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

“Taxable Percentage” is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Payment of Excesses

Excesses may also apply to any claim under this insurance.

An excess is an amount you have to pay each time you make a claim. The excesses that are applicable are noted on the schedule.

An excess will be applied for each accident or event where a claim is made unless you can provide details to us of the other driver involved who was at fault.

A description of any excesses that may apply are detailed in Section 4 but in summary:

- Standard vehicle excess – this is the first amount you have to pay;
- Age excess – is an additional amount which applies if the driver at the time of the incident is within the age group for the specified excess;
- Undeclared driver excess – is an additional amount that applies if your vehicle is being driven by a person who is not named on the schedule as a driver;
- Voluntary excess – is an additional amount you have elected to pay in exchange for a reduced premium.

Other excesses may apply and these will appear as an endorsement on the schedule. We will tell you the amount of any excess when you apply for cover. They may vary according to a number of factors, such as your risk location and your insurance history.

What you are not covered for

There are certain times when this insurance may not provide cover.

Some events we may not cover include:

- when the vehicle is not registered (see Section 5.4).
- when the driver is under the influence of drugs or alcohol (see Section 5.3).
- when the vehicle is in an unsafe, unroadworthy or illegal condition (see Section 5.5).
- when the damage is the result of wear and tear, rust or corrosion to your vehicle (see Section 5.1).
- loss or damage to Non Standard Accessories or vehicle modifications not shown on the policy schedule (see Section 5.1).
- when being used on a race track, speedway, rally or time trial (see Section 5.4).

These are only some of the events that are not covered by this insurance. Please read the Motor Vehicle Insurance Cover part of this document which sets out the exclusions to make sure the cover we provide matches your expectations. Other exclusions may apply and these will appear as an endorsement on the schedule. They may vary according to the type of cover you choose.

We may also refuse to pay or reduce the amount we pay under a claim:

- if you do not comply with the cover conditions (please read the Motor Vehicle Insurance Cover part of this document for details of the conditions to make sure you understand your obligations);
- if you do not comply with your Duty of Disclosure (see the Duty of Disclosure notice on page 7 and 8 for details); or
- if you make a fraudulent claim.

We can also cancel your policy in certain situations permitted by law. For example, if you breach your duty of disclosure or a condition of the insurance (see Section 8 for details).

Some important things to remember are:

If you move and do not tell us – You must notify us when you change your place of residence. This insurance and the premium payable is based on the address you have provided at which your vehicle is garaged or stored, and which is shown on the schedule. You may have to pay an additional premium as a result of changing your address.

Total loss – When your vehicle is a total loss and we have paid out the sum insured, this insurance ceases. If you purchase another vehicle, this requires a new insurance contract commencing at that time with an applicable premium.

Overdue Premium – You must pay your premium on time otherwise your insurance may not operate. If you have not paid by the due date or your payment is dishonoured we may cancel the policy. We will do so by providing you with written notice.

If you pay your premium by 7 or more instalments in a year and any instalment remains unpaid for 1 month or more we may refuse to pay a claim (see Sections 8 and 9 for details).

Renewing your insurance – When renewing your insurance with us you must also advise us of any changes to your (or any nominated driver's) claims, insurance or criminal history. We will notify you in writing of any effect a change may have on your insurance renewal.

Please read the Motor Vehicle Insurance Cover part of this document which sets out details of the conditions to make sure you understand your obligations, as these are only some examples.

Need Assistance?

If you have any questions or are unsure about any aspect of this insurance product please ask Western QBE Insurance staff for assistance.

Applying For Cover

Based on the information you provide when applying for this insurance, we may be able to offer cover and terms specific to you. Once we have agreed to cover you (we tell you when), we will issue you with a schedule confirming this, including the following information:

- the year, make, model and registration number of the insured vehicle.
- the sum insured of the vehicle and whether it is insured at agreed value or market value.
- individual specified accessories and/or modifications and their sum insured.
- nominated regular drivers.
- excess(es) applicable.
- premium including taxes and charges.

If you have made no claims under this insurance and renew with us, you may be entitled to a no claim discount. You will be told if any discount applies in any renewal invitation.

The Cost Of This Insurance

In order to calculate your premium, we take various factors into consideration, including:

- the sum(s) insured.
- the year, make and model of the vehicle being insured.
- your residential address.
- any no claim discount to which you may be entitled.
- the age of the main driver and any other drivers, as well as their driving and insurance history.

The premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST and any Fire Service Levy (where applicable). When you pay your premium at least twice a year or more, your premium may be increased by an amount to cover certain costs associated with instalment payments. It varies according to a number of factors such as your net premium, your risk location and your insurance history.

When you apply for this insurance, you will be advised of the premium. If you choose to effect cover, the amount will be set out in the schedule.

21 Day Cooling Off Period

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this we must receive your request either in writing or via email (enquiries@westernqbe.com.au) within 21 days of its commencement.

This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights however we may deduct certain amounts from any refund (See Section 8 for details).

Confirming Transactions

You may contact us in writing or by phone to confirm any transaction under your insurance if you do not already have the required insurance confirmation details.

Your Duty Of Disclosure

New Business

What you must tell us

When answering our questions, you must be honest and you have a duty under the law to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under this insurance and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this insurance, including all nominated regular drivers.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel your insurance. If you answer our questions fraudulently, we may refuse to pay a claim and treat the insurance as never having worked.

Renewals, variations, extensions and reinstatements

Once your insurance is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your insurance, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under this insurance (including all nominated regular drivers), and if so, on what terms.

You do not have to tell us about any matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or should know or, in the ordinary course of our business, we ought to know;
- as to which compliance with your duty is waived by us.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the insurance in respect of a claim or may cancel the insurance.

If your non-disclosure is fraudulent, we may also have the option of avoiding the insurance from its beginning.

The General Insurance Code Of Practice

QBE is a signatory to the General Insurance Code of Practice, developed by the Insurance Council of Australia. The Code aims to raise standards of practice and service in the insurance industry.

You can obtain a copy of the Code from any of our branches or by phoning 131 101.

How To Make A Claim

Please contact Western QBE to make a claim. We have a 24 hour Claims Hotline that you can contact on 1300 361 516.

You should advise us as soon as possible of an incident which could lead to a claim.

Having the required documentation and possibly photographs of the items will assist in having your claim assessed and settled.

When you make a claim you must:

- provide details, statements, and information of the incident as we require and complete the claim form we may send you;

- allow us to inspect and if we wish take possession of your vehicle;
- return the completed claim form with documents, valuations, receipts or other proof of ownership we may request;
- you should take any steps that may reduce the damage or loss;
- inform the police immediately following theft or malicious damage; and
- you should not get repairs done until we give you authority and we reserve the right to choose the repairer.

These are only some of the things that you must do if making a claim. Please read Section 6 which sets out claims information and what you must do if making a claim.

Dispute Resolution

Whilst we try to provide a quality service to you we realise that occasionally there may be some aspect of our service or a decision we have made that you may wish to draw to our attention or question.

If you would like to draw our attention to any matter or to question any decision we make, please contact your nearest Western QBE office and let us know of the issue. You may request a copy of our Dispute Resolution Process brochure which sets out the procedure for resolving complaints and disputes including your options if you still remain unhappy with our final decision. If you are not satisfied with our decision, you may be able to access the services of an independent external dispute resolution body called Insurance Enquiries and Complaints Ltd.

OUR PRIVACY PROMISE

We are bound by the General Insurance Information Privacy Code, an industry code approved under the Privacy Act 1988 (Cth). We are committed to safeguarding your privacy and the confidentiality of your personal information.

We will only collect personal information from or about you that is relevant to your business with us.

For example, in order to decide whether or not to accept your proposal of insurance, or your renewal of insurance, a change to your insurance, or to determine the premium payable, to investigate and quantify claims made by you or against you under your policy of insurance.

If you do not provide us with this personal information we may not be able to process your application for insurance cover or process your claim.

We, or our authorised agent, may disclose your personal information:

- To a mail house (for the purpose of printing and/or delivery of your mail or processing mail you have sent us);
- To a financier whose name appears on your policy (for the purpose of confirming the currency of your policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- To an organisation who provides you with banking facilities (for the purpose of confirming the reasons for payment made by you to us);
- To an insurance agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- To another person named as a co-insured on your policy (for the purpose of confirming if full disclosure has been made to us);
- To another insurer or re-insurer (for the purpose of confirming your No Claim Bonus, or seeking recovery from them or to assess insurance risks or to assist with an investigation);
- To a records management company (for the purpose of recording or storing our records on you);
- To a technology service provider (for the purpose of managing your insurance);
- To an external dispute resolution organisation (for the purpose of resolving a dispute between us or between ourselves and a third party).

In addition to the above, in the event of a claim, we or our authorised agent, may disclose your personal information:

- To a repairer or supplier (for the purpose of repairing or replacing your insured items);
- To an assessor or investigator (for the purpose of assessing your claim);
- To a lawyer or a recovery agent (for the purpose of defending an action by a third party against you or for recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- To an insurance reference bureau (for the purpose of recording any claims you make on your policy);
- To a witness to a claim (for the purpose of obtaining a witness statement);

- To another party in a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information may also be obtained from the above people or organisations.

In addition we will:

- Give you the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge.
- Provide you with information about the dispute resolution procedures available to you in respect of any complaint you may have regarding how we handle your personal information.

Further information can be obtained by contacting our office on 131 101.

Updating Our Product Disclosure Statement

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

Our Contact Details

If you need to contact us or you have any questions or you would like any further information regarding this insurance, refer to our contact details on the schedule or call us on 131 101.

MOTOR VEHICLE INSURANCE COVER

It is very important that you read our motor vehicle policy carefully and make sure you are satisfied with this insurance.

NOTE

BLUE BOXES contain additional information to help you understand your policy. The information in these boxes does not form part of the policy wording.

What Makes Up This Policy

This **policy** and the **schedule** must be read together as they form **your** insurance contract.

Important Note: Sometimes we need to change the wording of your policy because the insurance varies depending on a number of factors. We do this by adding what is called an endorsement. You will find all endorsements that apply to your policy printed on your policy schedule.

This **policy** sets out what **you** are insured for and those circumstances where **you** will not be insured.

Those circumstances where **you** will not be insured have an **orange** background and words in italics.

Some words and expressions have been printed in **bold** because they have been given a specific meaning in this **policy**. **You** will find their meaning in Definitions on pages 14 to 17.

The headings, sub headings and boxes containing additional information do not form part of the terms of this **policy** but are there to help **you** read and understand it.

You Pay The Premium - We Insure You

Provided **we** receive the **premium**, **we** will insure **you** as set out in this **policy** and the **schedule** in respect of an **incident** occurring during the **period of insurance**.

Where You Are Insured - Australia Only

This **policy** only insures **you** for an **incident** occurring in Australia or while **your vehicle** is being transported within Australia.

You Must Disclose All Drivers

You are asked at the time **you** take out this insurance to give **us** full and correct details of all drivers who are likely to **use your vehicle** once a month or more, including:

- driving or riding related traffic offence, conviction or any loss of drivers licence;
- renewal or insurance policy declined, cancelled, refused, or where any excess was imposed;
- claim refused by an insurer;
- claim made;
- motor vehicle or motor cycle accident, theft or fire;
- criminal conviction or found guilty of an offence,

because any of these may affect the **premium** and extent of insurance.

For example we may be entitled to:

- charge you an additional premium;
- impose (back-dated) restrictions including declining your insurance back to when this information should have been advised to us;
- decline to insure a particular driver;
- refuse a claim.

When renewing **your policy** with **us you** must also advise **us** of any changes to the driving, claims, insurance or criminal history of all drivers. **We** will notify **you** in writing of the effect such changes may have on **your** renewal.

Changes To The Information You Have Given Us

It is important to advise **us** of any changes in the details of the information **you** have given **us**, otherwise **your** insurance may be affected. Changes would include:

- a change to the ownership of **your vehicle**;
- a change of address;
- a change to the vehicle **you** wish to be insured by this **policy**;
- a new regular driver of **your vehicle**;
- a **modification** to **your vehicle**;
- a change in the **use** of **your vehicle**;
- the addition of a **non-standard accessory**.

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

Please note that **we** may require **you** to pay an additional **premium** as a result of any of these changes.

Definitions (The Meaning Of Some Words)

Some words and expressions in this policy have a specific meaning which is given below. Each word is printed in **bold** where it appears.

"**agreed value**" means the amount shown on your **schedule we** have agreed to insure **your vehicle** for.

"**alteration advice**" means a written notice about any alteration to the insurance under this **policy**.

"**driving licence**" means a licence or permit to drive that is in force and held by **you** or an **insured person** at the time of the **incident** and is current for the class of **your vehicle**.

"**drugs**" means any illegal substance or non-prescribed drug which when used impairs a person's faculties, or a prescribed drug used contrary to medical or manufacturers advice.

"**family**" means:

- **spouse** or **partner**;
- a parent, grandparent, brother, sister, child or grandchild (including in each case half, step, or adopted relationships):
 - of an **insured person**.

"**incident**" means any event which results in a claim on this **policy**.

"**insured person**" means **you** and any other person who has **your** permission to drive **your vehicle**.

"**market value**" means the replacement cost of **your vehicle** taking into account **your vehicle's condition**. To assist in determining the **market value we** may also use "The Red Book" price guide, "Glass's Dealer Guide" or other available information.

"**modification**" means any alteration to **your vehicle's** standard body, interior, engine, suspension, wheels, tyres or paintwork which could affect its value, safety, performance or appearance.

There is NO insurance for any modification that is not shown on your schedule. Modifications not insured could include mag or alloy wheels, wide or special tyres, a fairing, a spoiler, an air scoop, special paintwork, decals, murals, a pop-top, campervan fittings, a rally-pack, LP gas conversion, a turbo conversion, a sun-roof.

"**non-standard accessory**" means any of the following fitted items owned by **you** which are not a standard accessory fitted to the model of **your vehicle**:

- car phone, car fax, CB radio, computer, Global Positioning System;
- audio-system, television;
- radar detector (where permitted by law).

Standard fitted accessories referred to in the definition of your vehicle would include such items as a roo-bar, tow-bar, roof-rack, seat covers, headlight protectors and security system.

There is NO insurance for any fitted non-standard accessory unless it is shown on your schedule.

"**partner**" means **your** husband or wife, or a person with whom **you** are cohabiting. But does not include a person with whom **you** may share a house for any financial consideration.

"**period of insurance**" means the period for which **you** are insured. It commences at the time **we** agree to give **you** insurance and finishes at 4pm on the day of expiry. The expiry date is shown on the **schedule**.

"**policy**" means **your** insurance contract which consists of this policy wording and the **schedule**.

"**premium**" means any amount **we** require **you** to pay under the **policy** and includes Government charges.

"**registered**" means **your vehicle** or **your trailer** is registered or licensed in an Australian State or Territory for use on a public road.

"**removable safety equipment**" means any child's booster seat, baby capsule or fire extinguisher owned by **you**.

"**schedule**" means:

- the policy schedule; or
- the renewal notice **you** have paid; or
- the **alteration advice** sent to **you**.

Important note: You should check to ensure that all the information is correct in the schedule. If anything is wrong, contact us immediately.

"**spouse**" means **your** husband or **your** wife.

"**sum insured**" means either **agreed value** or **market value** as shown on the **schedule**.

"**terrorism**" means any act of any person acting on their own or in connection with an organisation or foreign government, which can involve the use of or threat of force or violence, where the purpose, by its nature or context, is to put the public or a section of the public in fear, to resist or influence a government or, to further an ideological, religious, ethnic or similar aim.

"**total loss**" means when **we** determine that repairs to **your vehicle** are uneconomical and includes where the repair costs and salvage value when added together are likely to exceed the **sum insured of your vehicle**.

"**use**" means **use of your vehicle** for one of the following:

- private use, which means for:
 - social, domestic, pleasure purposes and travel to and from work; plus
 - a small amount of time being spent using **your vehicle** for business or work purposes;
- business use, which means for:
 - private use; plus
 - the majority of normal working hours being spent using **your vehicle** for business or work purposes;
- commercial use, which means for:
 - private use; plus
 - use in a business:
 - where **your vehicle** is licensed for the carriage of goods; or
 - as a primary producer.

Important note: Insurance is limited for some types of business or commercial use. Please refer to clause 5.4.

Your vehicle's use can affect the premium we charge for your insurance. It is therefore important that its use is correctly described in the schedule.

"**we**", "**our**" and "**us**" means QBE Insurance (Australia) Ltd, A.B.N. 78 003 191 035. Trading as Western QBE Insurance.

"**you**" and "**your**" means the person(s) named in the **schedule** as the insured.

"**your trailer**" means a **registered** trailer owned by **you** or in **your** or an **insured person's** possession, custody or control which can be legally towed by **your vehicle**, including a boat trailer, a camper trailer, a caravan trailer or any other trailer.

Additional benefit: Refer to clause 3.3 for the insurance we provide on a single axle box trailer.

"**your vehicle**" means the **registered** motor vehicle owned by **you** which is described in the **schedule** including:

- standard fitted options, accessories and **removable safety equipment**, plus
- any fitted **non-standard accessory** or **modification**, shown in the **schedule**.

Also included is:

- a replacement motor vehicle if insured by **us** under clause 3.1;
- a substitute vehicle under clause 2.3;
- **your trailer** for the purpose of the insurance exclusions under Section 5.

Standard fitted options and accessories are all insured. What is not insured is explained in the definition for non-standard accessory and modification.

There is NO insurance for any personal items of any description, for example sporting equipment, cassette tapes, compact discs, and computer software.

"**your vehicle's condition**" refers to the description out of the three that follow which best describes **your vehicle**:

- average condition, because all of the following apply:
 - total distance travelled is more than is usual for a vehicle of the same make, model and age;
 - mechanical components may need repair or replacement;
 - body panels, and paintwork are in average condition;
 - interior trim is faded or worn;
- good condition, because all of the following apply:
 - total distance travelled is as would be usual for a vehicle of the same make, model and age;
 - it is regularly serviced;
 - mechanical components are sound;
 - body panels, and paintwork are in good condition;
 - interior trim is in good condition;
- excellent condition, because all of the following apply:
 - total distance travelled is significantly less than is usual for a vehicle of the same make, model and age;
 - it is regularly serviced;
 - mechanical components are sound;
 - body panels are in excellent condition;
 - interior trim is in excellent condition.

If your motor vehicle is involved in a claim and becomes a total loss, the condition of your motor vehicle will be taken into account when determining the amount we pay you.

SECTION 1 THEFT OF OR DAMAGE TO YOUR VEHICLE

1.1 Insurance Provided

If **your vehicle** is stolen or accidentally damaged during the **period of insurance, we** will:

- pay the cost of repairs up to an amount not exceeding the **sum insured**;
- if **your vehicle** is a **total loss**;
 - pay the **sum insured** taking into account **your vehicle's condition** at the time of the **incident**; or
 - replace **your vehicle** provided:
 - **you** are the original owner and have insured **your vehicle** with **us** from new; and
 - **your vehicle** is less than two years old and has been driven less than 20,000kms; and
 - **your vehicle** was originally insured for the purchase price,
if a similar make and model is available.

1.2 Replacement Of Damaged Parts

We are entitled to replace damaged parts with new parts or used parts of similar condition to those being replaced.

1.3 You May Have To Contribute Towards The Cost Of Repairs

We are entitled to require **you** to contribute towards the cost of repairs where the condition or appearance of **your vehicle** improves as a result of replacing old parts with new parts or repainting more than the damaged area.

Important note: You may have to contribute towards the cost of replacing the exhaust system, radiator, car battery or tyres if these were damaged in the incident.

1.4 If Parts And Accessories Are Not Available

Where parts and accessories are not available locally **we** will only pay:

- the cost of parts and accessories of an equivalent make and model of motor vehicle listed in the latest suppliers list within the State or Territory in which repairs are being carried out;
- surface freight costs of getting parts to the repairer.

*We will not pay the extra cost of specially made parts for **your vehicle** when the parts or accessories required for repair are not readily available.*

1.5 Essential Temporary Repairs

We will pay a maximum of \$500 for essential temporary repairs to allow **your vehicle** to be driven immediately after the **incident**.

1.6 Towing Costs

If **your vehicle** is damaged **we** will pay the reasonable cost of removal to the nearest repairer or place of safety or to another place **we** have authorised.

*We will not pay for **your** travelling expenses in getting to and from **your vehicle** after it is damaged or stolen.*

1.7 Re-delivery Costs

If **you** live over 100kms from the place where **we** authorise **your** repairs to be done, **we** will pay the reasonable cost of re-delivery of **your vehicle** to **your** home, to a limit of \$500.

SECTION 2

LEGAL LIABILITY

2.1 Legal Liability For Damage To Another Person's Property

If **you** become legally liable for damage to another person's property directly caused during the **period of insurance** by:

- a part of **your vehicle** or **your trailer**;
- goods falling from **your vehicle** or **your trailer** attached to it;
- the loading or unloading of **your vehicle** or **your trailer**,

then **we** will pay:

- the reasonable cost of the damage for which there is liability; or
- the amount awarded by a court in Australia,

up to the limit of liability.

2.2 Legal Liability For Injury Or Death To Another Person (Gap Cover)

If **you** become legally liable for bodily injury or death to another person directly caused during the **period of insurance** by:

- a part of **your vehicle** or **your trailer**;
- goods falling from **your vehicle** or **your trailer** attached to it,

where **you**:

- have compulsory third party insurance but that insurance does not cover the liability, or
- do not need compulsory third party insurance and in the case of **your vehicle** it is not being driven at the time of the **incident**,

then **we** will pay:

- the reasonable amount for which there is liability; or
- the amount awarded by a court in Australia,

up to the limit of liability.

*But **we** will not pay if **you** are declined insurance under **your** compulsory third party policy because of some failure by **you**.*

For example, we will not pay if your third party claim is declined because of a failure by you to promptly notify the CTP (Compulsory Third Party) insurer of the accident.

Important Note: There are limits to this insurance - see Section 5 for when you are not insured.

2.3 Driving Another Vehicle

We will insure **you** under this Section when **you** drive a substitute motor vehicle because **your vehicle** is being repaired or serviced.

For example, when you are given a vehicle to use by the garage repairing your vehicle.

*But **we** will not pay for any damage to the substitute vehicle.*

2.4 Passengers

We will insure under clause 2.1 a passenger who is lawfully travelling in or getting in or out of **your vehicle** or a substitute motor vehicle.

2.5 Other People Driving Your Vehicle

We will also insure under this Section an **insured person** driving **your vehicle** or the driver of the substitute motor vehicle who is in charge of that vehicle with **your** permission.

***We** will not insure that driver if **you** knew or should reasonably have known that they had been refused:*

- *motor vehicle or motor bike insurance; or*
- *the renewal of motor vehicle or motor bike insurance.*

2.6 Principals Indemnity

We will insure **your** employer, business partner or principal under Section 2 for Legal Liability incurred following an **incident** in which **your vehicle** (other than a substitute vehicle owned by **your** employer, business partner or principal) is involved provided that **your vehicle** was driven by **you** or was under **your** control.

2.7 Maritime Liability

If **your vehicle** is being transported by sea between ports within Australia, **we** will pay **your** contribution in respect of **your vehicle** for general average and salvage charges incurred by a shipowner where necessary for the safety of the ship and cargo, provided **you** are liable to contribute under Maritime Law.

2.8 Legal Costs

We will pay all legal costs reasonably incurred with **our** written consent arising from a claim for which **you** are insured under this Section.

2.9 Limit Of Liability

We will not pay more than the limit shown in the **schedule** for **our** total liability under this Section in respect of all claims arising out of one **incident** or series of related **incidents**, including all costs, charges, expenses and legal costs. Any excess payable by **you** is included in the liability limit.

SECTION 3

ADDITIONAL BENEFITS

3.1 Replacement Vehicle

If **you** sell or otherwise dispose of **your vehicle**, other than when it is a **total loss**, **we** will insure **your** replacement vehicle under this **policy** if:

- **you** replace it with another motor vehicle within 14 days; and
- **you** give **us** details of the replacement vehicle within that time; and
- **we** agree to insure it and **you** pay any extra **premium we** require.

3.2 Travelling Expenses

If **your vehicle** cannot be driven as a result of an **incident**, **we** will reimburse **you** up to \$50 for expenses incurred by **you** and occupants of **your vehicle** to return directly to **your** home.

3.3 Hire Car Following Theft

If **your vehicle** is stolen and **we** agree that it is necessary for **you** to hire a substitute vehicle, **we** will reimburse **you** the reasonable daily cost of hiring a similar vehicle to **your vehicle**:

- from a hirer **we** approve;
- until the time that **your vehicle** is found, but for no more than 14 days and;
- up to a maximum of \$1,000.

You must produce the hire car receipts and **we** will not pay for fuel or any other charges.

3.4 Your Trailer

If **your trailer** is a single axle box trailer **we** will pay for the cost of repairs or replacement up to a limit of \$500 if it is stolen or damaged when in **your** possession or when attached to **your vehicle**.

Important notes:

- the insurance is limited to a single axle box trailer, not a multiple axle trailer.
- contents of a trailer are not insured by this policy.

3.5

Tools

Following an **incident** involving **your vehicle**, **we** will also pay for the cost of stolen or damaged tools owned by **you** carried for use on **your vehicle** (additional to those supplied by the manufacturer) to a limit of \$50, provided the tools are not used in connection with **your** trade or occupation.

3.6

Goods And Services Tax (GST)

Where **we** pay a claim and **you** are liable to pay GST in respect of **your** claim, **we** will cover **you** for that GST, less any Input Tax Credit **you** may be able to claim from **your** purchase of goods and services. **We** will pay this amount in addition to the **sum insured** shown in the **schedule**. If **your sum insured** is not sufficient to cover **your** loss, or a policy limit applies, **we** will only pay GST that relates to **our** settlement of **your** claim (less **your** entitlement to any Input Tax Credit).

You must advise **us** of **your** correct Taxable Percentage. Any GST liability arising from **your** incorrect advice is payable by **you**.

“GST” and “Input Tax Credit” have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

“Taxable Percentage” is **your** entitlement to an Input Tax Credit on **your premium** as a percentage of the total GST on that **premium**.

SECTION 4 WHAT EXCESSES YOU MAY HAVE TO PAY

An excess is the amount which **you** have to pay each time **you** make a claim. Each excess is printed on the **schedule**. If following an **incident** more than one excess applies, **you** will have to pay the total of all the excesses that apply to **you**.

You may have to pay a:

- standard vehicle excess which is the first amount **you** have to pay;

All vehicles carry a standard excess.

plus, **you** may have to pay an:

- age excess when the driver at the time of the **incident** is within the age group for the specified excess. This excess does not apply when:
 - the only damage to **your vehicle** is to the windscreen or window glass; or
 - the **incident** is a result of fire, explosion, lightning, flood, theft or where **your vehicle** is damaged while parked;

An age excess applies to any driver within the specified age groups shown on your schedule.

plus, **you** may have to pay an:

- undeclared driver excess which applies when the **schedule** has named drivers listed and **your vehicle** is being driven by a person who is not named on the **schedule** as a driver;

It is your responsibility to notify us of drivers of your vehicle because your premium or excess could be affected.

plus, **you** may have to pay an:

- imposed excess which will be shown on the **schedule**;

This is an excess we may require under your policy. We would not have accepted you or your vehicle for insurance without this excess.

plus, **you** may have to pay a:

- named driver excess which applies when one of the drivers listed on the **schedule** has this excess showing against their name and **your vehicle** is being driven by that person at the time of the **incident**;

We would not have insured this driver without this excess.

plus, **you** may have to pay a:

- voluntary excess which is one that **you** have elected to have.

This excess is taken to reduce premium.

SECTION 5 WHEN YOU ARE NOT INSURED

5.1 When You Are Not Insured For Theft Or Damage To Your Vehicle

There is no insurance under Section 1, and clause 3.1 or clause 3.3 (of Section 3):

- 5.1.1** *for theft or damage when **you** or an **insured person** leave **your vehicle** unattended and unlocked in a public place;*
- 5.1.2** *when the theft is by a person acting with the express or implied consent of **you** or an **insured person**;*

For example, having a secret agreement with another person to steal your vehicle or your trailer.

- 5.1.3** *when the theft is by a person to whom **you** have lent **your vehicle**, but this will not apply if the **incident** is theft by deception and **you** have kept the **driving licence** or other form of legal identification of that person;*

For example, when you permit the use of your vehicle by a friend or a prospective buyer who ends up stealing your vehicle.

- 5.1.4** *when the damage is:*
 - (i)** *the result of normal wear and tear, rust or corrosion to **your vehicle**;*

For example, wear and tear through the aging of your vehicle, or trailer or loss of value through ordinary use.

- (ii)** *structural failure, electrical or mechanical breakdown;*

For example, we would not pay to repair rust damage, a worn out engine, old radiator and water hoses or a faulty electrical system.

5.1.5 when **you** or an **insured person** have not taken all reasonable steps to protect **your vehicle** from being stolen or further damaged after it has been involved in an **incident**;

For example, when your vehicle is stolen because it was left at the accident scene when it could have been readily towed to our holding yard or some other place of safety.

5.1.6 when the damage is to the tyres of **your vehicle** unless it was caused in the **incident**;

For example, you are not insured for damage to tyres caused by the application of the brakes or by punctures, cuts or bursting.

5.1.7 when the theft or damage is:
(i) to a **non-standard accessory** not shown on the **schedule**;

You should read the definition of non-standard accessory and advise us to include on your schedule any non-standard accessory fitted to your vehicle, otherwise that accessory is not insured.

(ii) to a **modification** not shown on the **schedule**;

You should read the definition of a modification and advise us to include on your schedule any modification to your vehicle, otherwise that modification on your vehicle may not be insured.

(iii) to **personal property**;

For example, we would not pay for glasses, clothing, jewellery, camping gear, sporting equipment.

5.1.8 for **financial or consequential loss**.

For example, we would not pay for financial loss caused by your inability to use your vehicle or to use damaged personal property.

5.2 When You Are Not Insured For Legal Liability

There is no insurance under Section 2 or clause 3.1 (of Section 3) for legal liability:

5.2.1 *for accidental bodily injury or death to another person where **you** or in the case of a substitute motor vehicle, its owner, have or are required by law to have compulsory third party insurance;*

For example, you would have no insurance under this policy for any vehicle or trailer:

- if your statutory CTP (Compulsory Third Party) insurance applies; or
- if it should apply but doesn't because you failed to renew your vehicle registration (which includes CTP insurance) or failed to have CTP insurance in a State or Territory where you have to buy a separate policy; or
- even though you were not required to have CTP insurance for the vehicle (because you use it only on private property or off road) but you were driving it at the time of the accident.

5.2.2 *for accidental bodily injury or death to a **family member**;*

5.2.3 *for fines or penalties (including any interest and costs) incurred by an **insured person**;*

5.2.4 *for any punitive, aggravated, exemplary, or multiple damages (including any interest and costs) against an **insured person**;*

5.2.5 *arising out of an undertaking or guarantee given by an **insured person** without **our** written authority;*

For example, you would have no insurance where you signed a contract with another party in which you undertook to protect their interests.

5.2.6 *for damage to property owned by an **insured person** or in their possession, custody or control;*

For example, if you borrow another person's golf clubs and run over them with your vehicle, we will not pay for the clubs.

5.2.7 *for which there is an entitlement to claim an amount or benefit under a statute or other policy in respect of the liability.*

For example, there is no insurance if the injured person is entitled to claim workers compensation benefits.

5.3 When You Are Not Insured (Alcohol, Drugs, Driving Licence)

*There is no insurance under this **policy** if **you** or an **insured person** driving **your vehicle**:*

5.3.1 *at the time of the **incident**:*

- (i)** *was affected by alcohol or **drugs** to an extent that impaired the control of **your vehicle**; or*
- (ii)** *had a blood alcohol level exceeding the statutory limit for the State or Territory in which the **incident** occurred; or*
- (iii)** *did not hold a current **driving licence** or had not complied with all conditions of the **driving licence**;*

5.3.2 *following the **incident**, refused to take a Police alcohol or drug test.*

*But **you** will have insurance if the person driving **your vehicle** was not **you** or a **family** member, and **we** agree that **you** had no reason to suspect that the person was affected by alcohol or **drugs** or did not have a **driving licence**.*

*If **we** do pay a claim because **you** were unaware that the person driving **your vehicle** was affected by alcohol or **drugs** or did not have a **driving licence**, then **we** reserve the right to recover from that driver.*

5.4 When You Are Not Insured (The Use Of Your Vehicle)

*There is no insurance under this **policy** if at the time of the **incident your vehicle** was being driven by **you** or an **insured person** and was:*

5.4.1 *not **registered**;*

For example, your vehicle's registration had expired or your vehicle was not licensed.

5.4.2 *being used for an unlawful purpose;*

For example, your vehicle was being used by you in a robbery or ram-raid or was being used to transport illegal drugs or stolen goods.

5.4.3 *being used:*

- (i)** *on a race track, speedway track or course,*
- (ii)** *for driver training or driver instruction on a race track, speedway track or course unless **your policy** is endorsed for such use,*
- (iii)** *in preparation for a race, time-trial, hill-climb or any other competitive motor sport or contest,*
- (iv)** *in a rally or event where the road was closed to public traffic;*

For example, there is NO insurance when you use your vehicle on a race track for any reason unless you have advised us first and we agree to insure you by issuing an endorsement which will show on your policy schedule.

5.4.4 *being used for carrying passengers for hire, fare or reward but this does not apply to car pooling;*

For example, you would not be insured while you used your vehicle as a taxi.

5.4.5 *being let out on hire.*

For example, you would not be insured if you allowed someone the temporary use of your vehicle in exchange for payment.

5.5 When You Are Not Insured (Condition Of Your Vehicle)

*There is no insurance under this **policy** if at the time of the **incident your vehicle** was:*

- 5.5.1** *in an unsafe, unroadworthy or illegal condition, but this does not apply if:*
- (i)** *the condition did not contribute to the cause of the **incident**; or*
 - (ii)** ***you** or an **insured person** were unaware of the defect and it was reasonable to be unaware of it;*

For example, you would not be insured when driving with worn out tyres, defective brakes, defective lights or the body is full of rust if any of these conditions contributed to the accident.

5.5.2 *overloaded, but this does not apply if the overloading did not contribute to the cause of the **incident**.*

For example, you would not be insured for an accident caused by carrying a bigger load in the boot than your vehicle was designed to carry or by similarly overloading your trailer.

5.6 When You Are Not Insured (Intentional Acts)

*There is no insurance under this **policy** when the **incident** arises out of an intentionally harmful or damaging act by:*

- 5.6.1** ***you**, an **insured person** or a **family** member;*
- 5.6.2** *a person with the express or implied consent of **you**, an **insured person** or **family** member;*
- 5.6.3** *a passenger of **your vehicle** or a substitute vehicle.*

5.7 When You Are Not Insured (Operation Of Law, War Or Nuclear Material)

*There is no insurance under this **policy** when the **incident** is caused by:*

- 5.7.1** *lawful seizure, repossession or other operation of law;*
- 5.7.2** *invasion, war, civil war or rebellion;*
- 5.7.3** *nuclear weapons, nuclear fuel, waste or material;*
- 5.7.4** *acts of **terrorism** where such act is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.*

SECTION 6

CLAIMS INFORMATION

6.1 Straight After The Accident

As soon as **you** discover that an **incident** likely to result in a claim has occurred, **you** must:

- take all reasonable steps to reduce the loss or damage and to prevent further loss or damage;
- inform the police immediately when required to do so by law or when the **incident** is theft or malicious damage.

6.2 What You Must NOT Do

Whatever the circumstances **you** or an **insured person** must not:

- admit guilt or fault (except in court or to the Police);
- offer or negotiate to pay a claim;
- admit any liability.

6.3 Our Approval Needed For Repairs

Except for essential temporary repairs under clause 1.5, **you** are not authorised to have **your vehicle** repaired without **our** approval.

6.4 Notification Of An Incident

You must advise **us** as soon as possible of an **incident** which could lead to a claim on this **policy**.

For example, you may have to contribute towards your claim if your late notification results in higher costs for us.

6.5 Details You Will Need To Make A Claim

Details **you** will need to make a claim:

- date and time of accident;
- road conditions e.g. wet/dry;
- location of accident;

- a sketch map of what actually happened (including direction of travel of the vehicles involved, details of any obstacles and names of the streets);
- other vehicles involved, record for each the:
 - name of driver
 - driver's address
 - driver's phone number
 - make of vehicle
 - registration number
 - name of owner
 - owner's address
 - owner's phone number
 - owner's insurance company;
- record the name, address and phone number of each witness.

6.6 How To Make A Claim

When **you** make a claim **you** or an **insured person** must;

- contact **us** by phone as soon as practicable and be ready to provide details of the incident to **our** operator;
- if **we** require it, complete the claim form **we** may send **you**;
- return the completed claim form promptly together with any letters or documents that **you** have been asked to provide, otherwise **we** cannot process the claim;
- provide written statements under oath when **we** require this;
- be interviewed about the circumstances of the claim, if **we** require this;
- allow **us** to inspect and if **we** wish take possession of **your vehicle**;
- provide **us** with copies of every communication received in relation to the **incident** including from a person who is making a claim.

6.7 You Must Assist Us

Before **we** will pay anything under this **policy**, **you** must have complied with all the requirements of this Section and given to **us** information and assistance which **we** have requested.

6.8 Repairer

We have the right to nominate the repairer to be used.

We may also require **you** to take **your vehicle** or allow it to be towed to a location of **our** choice for assessment and repair.

You must not authorise the repair of **your vehicle** without **our** written authority.

6.9 How A Claim Affects Your Sum Insured

If **we** pay a claim:

- on a **total loss** basis, **your** policy with **us** ends (see 8.5);
- for the cost of repairs to **your vehicle**, **your sum insured** remains the same as it was before the claim.

For example, if your sum insured is \$20,000 and we pay a claim for \$3,000, your sum insured remains at \$20,000.

Important note: Following a claim on a specified item such as a radio you should make sure that the replacement item is added to your schedule.

6.10 False or Misleading Information

We may deny part or all of **your** claim if **you** are not truthful and frank in any statement **you** or an **insured person** make in connection with a claim, or if the claim is fraudulent or false in any respect.

6.11 Police Informed

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

SECTION 7

OTHER CONDITIONS

7.1 How Claims Administration And Legal Proceedings Are Undertaken

When a claim is admitted under this **policy**, **we** have the right at **our** discretion to exercise all the legal rights of an **insured person** relating to the **incident** and to do so in their name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that **we** may consider necessary.

7.2 You Must Continue To Assist Us

You or an **insured person** must continue to give **us** all information and assistance reasonably required in relation to the claim or any proceedings.

7.3 Multiple Insureds

We will treat a statement, act, omission or a claim by an **insured person** as having been made by all of them.

7.4 Salvage Value

We are entitled to any salvage value if **we** pay out on **your vehicle** on a **total loss** basis or for damaged items that have been replaced.

7.5 Contribution

Where the **incident** insured by this **policy** is also insured elsewhere and **we** have paid more than **our** reasonable share of **your** claim, **we** may exercise **our** right to seek contribution from the other insurer or insurers.

7.6 Notices Advice

You or an **insured person** must provide **us** as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the **incident**.

7.7 Refund of Registration

Where **your vehicle** is deemed a **total loss**, and in those states where it is permitted;

- **we** will be entitled to receive any refund of registration of **your vehicle**; and
- **you** will provide **us** with a signed written authority to enable **us** to recover this refund.

SECTION 8 HOW YOUR POLICY MAY BE CANCELLED

8.1 Cancellation By You

You may cancel this **policy** at any time by giving **us** notice in writing.

8.2 Cancellation By Us During The Period Of Insurance

We may cancel this **policy** on any of the grounds set out in the Insurance Contracts Act 1984 and **we** will always tell **you** of this in writing.

8.3 Cancellation By Us On Expiry Of This Policy

We may cancel this **policy** at the end of the **period of insurance**. If this is about to happen **we** will tell **you** in writing within the terms set out in the Insurance Contracts Act 1984.

8.4 Refund Of Premium

On cancellation, a refund of the **premium** will be calculated equal to the unexpired period of this **policy** less an administration fee of \$10 and any non-refundable government charges.

8.5 No Refund Of Premium

Where **we** have paid a claim on a **total loss** basis your **policy** with us is deemed to have been fulfilled and:

- there is no refund of any **premium**, or
- if **you** have been paying **your premium** by instalments **we** will deduct any unpaid instalment amount up to **your** policy renewal date from the total **sum insured**.

SECTION 9 INSTALMENT PAYMENTS

9.1 Claims

We will not pay a claim if at the time of the **incident**, an instalment has remained unpaid for 1 month (or more) after it was due to be paid.

9.2 Cancellation

When **you** are paying the **premium** by instalment **we** may cancel **your policy** if an instalment has remained unpaid for 1 month (or more) after it was due to be paid.

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Important note:

You should read all of this policy in full. Index items which have an **ORANGE background and words in **italic** indicate an area in the policy where you may have no insurance.**

**For all enquiries
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