

FleetPartners Motor Fleet Insurance

Product Disclosure Statement.

Allianz 

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Introduction

Welcome and thank you for choosing this product.

About Allianz

The insurer of this product is Allianz Australia Insurance Limited (Allianz) ABN 15 000 122 850 AFS Licence No. 234708.

Allianz is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

About FleetPartners

We are FleetPartners Pty Limited ABN 63 006 706 832.

We have been appointed to act as an insurance distributor ("Distributor") for Allianz Australia Insurance Limited ABN 15 000 122 650 AFSL 234 708 ("Allianz").

As a distributor of Allianz, we are authorised to arrange the Commercial Motor Insurance product which is issued by Allianz ("Product"). We are not permitted to provide you with any financial product advice or recommendation in relation to such products.

We receive up to 17.75% of the insurance premium that you pay as commission for acting as a Distributor.

Understanding the Policy

This PDS is an important document. You should read it carefully before making a decision to purchase this insurance.

It will help you to:

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

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

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

Our contract with You

Where We agree to enter into a Policy with you it is a contract of insurance between Us and you. Anyone who is an insured under the Policy is referred to as “You” or “Your”.

The Policy consists of:

- this document which sets out the standard terms of this insurance and its limitations,
- Your Schedule. The Schedule You receive on being granted cover shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant only to You that amend the standard terms of this document. Only those sections shown as covered in Your Schedule are insured; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or SPDS). These written changes may vary or modify the above documents.

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

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

Fourteen day cooling off period

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

We may deduct from Your refund amount any reasonable administrative and transaction costs incurred by Us that are related to You buying and cancelling Your insurance and any government taxes or duties We cannot recover.

Cancellation rights

After your cooling off period, you can cancel the policy at any time by calling us.

We have the right to cancel the Policy in certain circumstances. These include:

- if You failed to comply with Your duty of disclosure, or
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy, or
- where You have failed to comply with a provision of the Policy, including a term relating to payment of premium, or
- where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You.

and we may do so by giving you three business days notice in writing of the date from which the policy will be canceled.

The notification may be delivered to you or your agent in person or posted to You at the address last notified to Us. We may also deliver it electronically where we are allowed by law.

If You cancel after the cooling off period or We cancel the Policy and You pay annually, We will refund your premium less a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover. If You pay your premium by instalment and You or We cancel the policy, we will not refund any part of the instalments you have paid.

When the policy ends

Your policy will end at the earliest of the following:

- the expiry date shown on the schedule;
- on cancellation of your policy;
- where we have agreed to pay a claim for the full Sum Insured for Your property. Where this occurs we will not refund any premium; or
- at the end of the calendar month in which your novated lease ends. Where this occurs and You pay your premium annually We will refund your premium less a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover. We will not refund any premium if you pay by instalment.

What is covered

Where We have entered into a Policy with You, We will insure You, subject to the terms and conditions of the Policy, for:

- loss or damage caused by one or more of the covered insured events, and
- the other covered benefits, as set out in the Policy occurring during the Period of Insurance.

Other persons may be entitled to cover, but only if specified as so entitled and limited only to the extent and interest specified.

Limits can such as in relation to a particular item, benefit and/or total number of claims by You during the Period of Insurance.

Cover is provided on the basis:

- that You have paid or agreed to pay Us the premium for the cover provided,
- of the verbal and/or written information provided by You which You gave after having been advised of Your Duty of Disclosure either verbally or in writing.

If You failed to comply with Your Duty of Disclosure or have made a misrepresentation to Us, We may be entitled to reduce Our liability under the Policy in respect of a claim and/or We may cancel Your Policy. If You have told Us something which is fraudulent, We also have the option of avoiding Your Policy (i.e. treating it as if it never existed).

Your Duty of Disclosure and the consequences of nondisclosure, are provided under the heading “Your Duty of Disclosure”, on pages 10 to 11.

Certain clause deal with how Your rights can be affected by other insured’s. See for example: Section D General Conditions applicable to all sections of the Policy 1. Breach of conditions, 2. Cross Liability and 3. Joint insured.

Some words have special meanings

Certain words used in the Policy have special meanings. The Definitions section of this document on pages 14 to 17 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the Policy when used or in the other documents making up the Policy.

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

Goods and Services Tax

The Sum Insured that You choose should exclude Goods and Services Tax (GST). In the event of a claim, if You are not registered for GST, We will reimburse You the GST component in addition to the amount We pay You. If You are registered for GST, You will need to claim the GST component from the Australian Taxation Office.

You must advise Us of Your correct input tax credit percentage where You are registered as a business and have an Australian Business Number. You are liable to Us for any GST liability We incur arising from Your incorrect advice.

Your obligation to comply with the Policy terms and conditions

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

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the Policy.

How to make a claim

If You need to make a claim under the Policy, please refer to “Making a Claim”.

How We calculate Your premium

The amount of Your premium is determined by taking a number of different matters into account.

The base premium We charge varies according to a number of factors including Your risk profile. Your risk profile is based on a combination of factors that assist in determining the likelihood of a claim occurring in the Policy year and the amount that the claim is likely to cost Us. The factors that make up Your risk profile include Your car type, its value, relevant driving history and driving experience, relevant claims and incident/accident history.

Factors that increase the risk to Us may result in a higher base premium whilst factors that decrease Allianz risk may result in a lower base premium.

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

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

An additional/return premium may be payable in accordance with clause 7 in Section D General Conditions applicable to all sections of the Policy.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy. If You fail to pay We may reduce any claim payment by the amount of Premium owing and/or cancel the Policy.

Renewal procedure

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

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

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

Please note that You need to comply with Your Duty of Disclosure before each renewal (see below).

Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

Your Duty of Disclosure when You enter into the contract with Us for the first time

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the contract.

Your Duty of Disclosure when You vary, extend or reinstate the contract

When you vary, extend or reinstate the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

What you do not need to tell us

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- 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 contract in respect of a claim, cancel the contract or both.

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

Privacy Notice

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

How We collect Your personal information

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

Why We collect Your personal information

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

Who We disclose Your personal information to

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

Disclosure overseas

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

Access to Your personal information and complaints

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

Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

General Insurance Code of Practice

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

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document.

Complaints – Internal and external complaints procedure

If You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact Us on 13 2664 EST 8am-6pm.

A dispute can be referred to the Financial Ombudsman Service Australia (FOS) subject to its terms of reference.

It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia

Phone: 1800 367 287

Post: GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au

Financial Claims Scheme

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

Updating this PDS

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

Other documents may form part of Our PDS and Policy. If they do We will tell You in the relevant document.

Preparation Date: 30/06/2018.

Phoning for assistance and confirmation of cover

If you need to confirm any policy transaction or clarify any of the information contained in this policy document or if you have any other queries, please use the contact details on the back cover.

General definitions

You need to understand what We mean by certain terms in the Policy.

“Accidental Damage” means damage which occurs by accident. An “accident” is an unforeseen or unintended happening.

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

“Caravan or trailer” means the registered caravan or trailer shown on Your Schedule. Caravan or trailer also includes:

- the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your caravan or trailer which would normally be sold with it, and/or,

- an annex or canvas awning which is securely attached to Your caravan or trailer at the time of any loss or damage.

Caravan or trailer does not include:

- a caravan permanently on site or which is used as a permanent residence, or
- a motorised caravan, campervan, or motor home.

“Employee” or “Employees” means any person(s):

- engaged in Your business under a contract of service or apprenticeship, or
- supplied to You by a contract of labour hire.

“Excess” means the amount shown in Your Schedule which You must pay when You make a claim under Your Policy. (see making a claim section for details)

“Family” means:

- Your spouse or de facto spouse, and
- Your children or the children of Your spouse or de facto spouse, who ordinarily live with You. A “de facto spouse” means a person whether of the same sex or not, who ordinarily lives with You in a genuine personal and domestic relationship similar to the relationship of husband and wife.

“Gross vehicle mass” means the maximum load that the Vehicle is designed to carry.

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

“Market Value” means the value We determine as being the amount of money it would cost to buy a vehicle of the same make, model, age and condition of Your Vehicle at the date of its loss or damage, but no more than the Sum Insured.

“Novated Lease” means the written vehicle leasing agreement between You, Your employer and the financier shown on the schedule under which Your employer has agreed to pay your lease payments out of Your pre-tax salary for a specified term.

“Period of Insurance” means the period of time beginning on the effective date shown on Your Schedule and ending on the earlier of the expiry date shown on Your Schedule or the date the policy ends (see “When the policy ends” on page 6). We provide the cover under the Policy as set out on Your Schedule.

“Personal Property” means personal items designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments, or
- firearms, or
- tools or items used in connection with a business or occupation, or
- mobile phones.

“Policy” means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it and Your Schedule.

“Sum Insured” means the Sum Insured stated in Your Schedule.

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

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

“Vehicle” means motor vehicle(s), mobile machine(s) and/or trailer(s) of every description including accessories, apparatus and equipment in Your control and/or Your Employees used in or on vehicles described on Your Schedule or other documents forming the Policy.

“We”, “Our”, or “Us” refers to the insurer Allianz Australia Insurance Limited, AFS Licence No. 234 708, ABN 15 000 122 850 of 2 Market Street, Sydney NSW 2000.

“You” or “Your” refers to those named as the insured in Your Schedule and other entities in which they have a controlling interest at the commencement of the Period of Insurance and other third parties or persons who are specifically provided with cover under the Policy.

“Your Schedule” means the most current Allianz Policy Schedule and attachments issued to You by FleetPartners. It sets out the Policy number, the cover types selected by You and other applicable details of Your cover such as the Period of Insurance and any excesses payable.

Section A – Loss of or Damage to Your Vehicle

1. Loss of or Damage Cover

If during the Period of Insurance Your Vehicle:

- suffers Accidental Damage, including damage caused by fire, hail, flood, storm or earthquake; or
- is lost by theft and not found; or
- suffers Malicious Damage.

We will, at Our option:

- replace, reinstate or repair Your Vehicle; or
- pay You the reasonable cost to repair Your Vehicle to its condition before it was damaged; or
- if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Market Value or Sum Insured, We will pay You the Market Value or the Sum Insured whichever is the lesser; or
- if Your Vehicle is a Total Loss, and Your Schedule shows that Your Vehicle is insured for Agreed Value then, We will pay You the Agreed Value shown in Your Schedule.

2. Additional benefits applicable to this section

The following covers are in addition to the Sum Insured/ Market Value following loss or damage to Your Vehicle provided the amount claimed under that section at least exceeds the relevant excesses payable.

Accommodation and travelling expenses

If Your Vehicle is on a journey and:

- is damaged in an accident and unable to be driven; or
- is lost through theft and not found within a reasonable time, We will pay the reasonable cost for essential temporary accommodation or travelling expenses incurred by You to complete the journey or return to the point of departure, up to a maximum of \$2,000 for any one event.

Additional accessories

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

Automatic Additions and Deletions

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

Insurance provided that:

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

Automatic Trailer Cover

We will pay for any loss of or damage to any two wheeled or box trailer owned by You which occurs while it is attached to Your Vehicle. The maximum We will pay in respect of any one accident is \$1,500.

Breakdown accommodation

If Your Vehicle can not be driven home after suffering a mechanical breakdown, We will reimburse You the cost of emergency accommodation for You and Your family, provided that:

- a. You are more than 200 kilometres from Your home; and
- b. Your Vehicle is less than 5 years old.

The maximum We will pay any one event is \$400 less the basic excess payable.

Chains, gates, ropes and tarpaulins

We will pay for claims for theft of any chains, gates, ropes or tarpaulins which are accessories to Your Vehicle when they are lost as a result of theft of Your entire Vehicle up to maximum of \$5,000 any one event.

Death of Your driver

We will pay for funeral expenses following the death of the driver of Your Vehicle caused as a direct result of the accident up to a maximum of \$5,000 any one event less any amount payable by any accident compensation authority or medical fund.

Emergency car hire

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and Your Vehicle is damaged in an accident and can not be driven, or is damaged by an attempted theft and can not be driven, We will assist You in paying the cost of a hire vehicle up to \$100 a day for up to two consecutive days when the loss is reported to Us within 48 hours of occurrence.

Any such rental will be arranged through Our preferred suppliers when the loss is reported. Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

Emergency repairs

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

The maximum We will pay in respect of any one accident is \$1,500.

Fire Brigade and Emergency Services cover

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

Hire costs following fire and theft

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

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

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

Hired vehicles

Where You hire a sedan, station wagon, four wheel drive, van or utility under two tonne gross vehicle mass and You insure the hired vehicle, We will:

- pay any excess You are required to pay to the hiring company under that insurance during the Period of Insurance;

- provided the excess You are required to pay to the hiring company exceeds the excess payable under Our Policy.

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

Marine average

If Your Vehicle is being transported by sea between places within Australia or New Zealand during the Period of Insurance We will pay Your contribution for general average and salvage charges where such maritime conditions apply up to the Sum Insured or Market Value whichever is the lesser, whether or not loss or damage is suffered by Your Vehicle under Section A1.

Modification to vehicle

We will pay for costs incurred to modify Your Vehicle if its driver is permanently disabled as a direct result of injuries received in the accident up to a maximum of \$5,000 each event less any amount payable by any accident compensation authority or medical fund.

Personal Property

We will pay for claims for Personal Property belonging to You or Your Family which is:

- Damaged in a collision involving Your Vehicle;
- stolen from Your locked Vehicle; or
- stolen at the same time as Your Vehicle.

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

The maximum We will pay in respect of any one accident or theft is \$2,000.

Re-keying and re-coding

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

The maximum amount We will pay is:

- The amount by which the cost to re-key and/or recode Your Vehicle exceeds the basic excess payable for the claim, up to a maximum amount of \$1,000 per vehicle, or maximum of \$10,000 per event.

This benefit will only apply if:

- The theft of Your keys has been reported to the police, and the keys have not been stolen by a employee, family member, invitee or person who resides with You, and
- You are not entitled to cover under any other Policy.

Removal of debris

We will pay You for reasonable costs necessarily incurred for the clean up and removal of Your Vehicle debris up to a maximum of \$25,000 unless such other amount is specified in the Schedule.

Replacement vehicle

Where Your Vehicle is declared a Total Loss within three (3) years of its first registration We will at Your option (and with the consent of any financier where applicable) replace the Vehicle with a new Vehicle of the same make, model, series and accessories (subject to local availability). If a replacement Vehicle is not currently available, We will pay You either the Market Value or the Sum Insured of Your Vehicle, whichever is shown in Your Schedule, less any applicable excesses.

Sign writing

We will pay for any loss of or damage to sign writing and artwork of Your Vehicle where reinstatement is required up to a maximum of \$25,000 each event unless such other amount is specified in the Schedule.

Towing

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

Vehicle return

Where Your Vehicle is a sedan, station wagon, four wheel drive, panel van or utility and is damaged in an accident and unable to be driven We will pay up to a maximum of \$2,000 any event to return Your Vehicle to its original destination or point of departure, whichever is required by You.

Vehicle being transported

We will pay for loss or Damage where Your Vehicle is being transported by road, rail, sea or air between any places in Australia and New Zealand. This cover will not apply where more than one Vehicle is being transported in any one conveyance.

Specific options available under Section A

Your Schedule will show if the following Policy option applies. The following option is only available to a claim covered under Section A provided the amount claimed exceeds the excesses payable.

Hire costs following an accident

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

- Up to 42 days rental of a sedan, station wagon or utility where We arrange the rental; or
- Up to 42 days but no more than a maximum of \$100 per day or maximum of \$4,200 each Vehicle per claim where We are unable to arrange such rental.

Additional charges incurred, other than the daily rental rate, for any such rental are excluded.

3. Specific exclusions applicable to this section

Under Section A We will not pay for:

Loss of use

Loss or damage suffered because You can not use Your Vehicle.

Wear and tear and breakdown

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

Tyres

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

Old damage

The costs of repairing pre-existing damage, or the costs of fixing faulty repairs which were done before the commencement of the Policy.

Intentional damage

Loss or damage intentionally caused by You or a person acting with Your express or implied consent.

Safeguard of vehicle

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

Incorrect fuel

Loss or damage to Your Vehicle caused by the use of any incorrect fuel or additive.

Section B – Third Party Property Damage

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

We will cover Your legal liability to pay compensation for loss or damage to someone else's Property caused by a motor Vehicle accident which happens during the Period of Insurance which is partly or fully Your fault.

This cover will only apply if Your legal liability for loss or damage to someone else's property arises out of the use of:

- a. Your Vehicle; and/or
- b. caravan or trailer towed by Your Vehicle.

We will also cover in accordance with this Section B1:

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

We will at Our option pay:

- an amount sufficient to cover such liability; and
- legal costs incurred in relation to the claim with Our written consent, up to a maximum of \$30,000,000 for all claims arising out of any one event for this third party property damage cover.

We will not cover legal liability:

- a. when the loss or damage occurs to Your own property, Your spouse's or de facto's property or to property which is in Your possession, custody or control; or

- b. which is insurable under any statutory or compulsory insurance Policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability.

2. Additional cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving the Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

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

We will also cover the legal liability of a passenger travelling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver driving or in charge of Your Vehicle with Your consent.

We will not pay:

- a. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
 - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
 - compensation scheme or fund, even if the amount recoverable is nil.
- b. any amount of a claim over that recoverable under any:
 - statutory or compulsory insurance Policy or any statutory or compulsory insurance, or
 - compensation scheme or fund.

- c. if the legal liability would have been covered or indemnified in any way if You had not failed to:
- insure Your Vehicle,
 - register Your Vehicle, or
 - comply with the requirements of any statutory or compulsory insurance Policy or any statutory or compulsory insurance or compensation scheme or fund.
- d. for legal liability to any:
- person driving or in charge of Your Vehicle
 - of Your employees, or
 - member of Your Family.
- e. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
- f. unless You or the person claiming under this section have notified Us of a claim under this section within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.
- g. for legal liability caused by or arising from an intentional act by You or any other person.
- h. any amount of exemplary, punitive or aggravated damages.
- i. if Your Vehicle is outside of Australia at the time of loss or accident.

3. Additional benefits applicable to this section

The additional benefits in this section are inclusive of the maximum amount specified in Sections B1 and B2 above. We will also cover:

Falling goods

You under Section B1 above if the Accidental Damage to someone else's property is caused by goods falling from Your Vehicle.

Loading and unloading

You under Section B1 above if the Accidental Damage to someone else's property is caused by the loading and unloading of Your Vehicle.

Substitute vehicle

You under Section B1 above for accidental damage to someone else's property caused by Your driving another vehicle not belonging to You (with the consent of the owner) whilst Your Vehicle cannot be used because it is undergoing repair or services.

Uninsured motorists

We will cover You for up to \$5,000 less any applicable excesses for damage to Your Vehicle caused in an accident with another vehicle during the Period of Insurance if:

- The driver of the other vehicle was at fault;
- The other vehicle was uninsured; and
- You can tell Us who the other driver was and identify the other vehicle.

This cover is not applicable where You have Section A – Loss of or Damage to Your Vehicle cover.

4. Specific exclusions applicable to this section

The following exclusions apply to Section B:

Unregistered vehicles

We will not pay if Your Vehicle is unregistered at the time of the event giving rise to the claim.

Tool of trade

We will not pay for liability for damage to underground services, pipes, cables or the like caused by or arising out of the use of Your Vehicle, or liability in respect of damage to any land or fixed property arising howsoever from vibration or from the removal or weakening of or interference with support to land, buildings or any other property, arising out of the use of Your Vehicle.

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

Trailers

We will not pay for damage caused or contributed to by more than the legally permitted number of trailers attached to Your Vehicle.

Personal property/property in Your Custody

We will not pay for damage to property belonging to or in the custody of You or any person entitled to cover under Section B.

Fines, penalties, punitive damages

We will not pay for any fines, penalties, or aggravated, exemplary or punitive damages.

Radioactive materials

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transport of radioactive materials.

Dangerous goods

We will not pay if Your Vehicle is being used for or is attached to or is towing a Vehicle, mobile machine and/or trailer, for the commercial transportation of dangerous and/or hazardous goods (as defined by the Australian Dangerous Goods Code) or any other substances which form explosive mixtures with organic or other readily oxidisable materials.

Vehicle used on rails

We will not pay if Your Vehicle is used on rails or tracks at the time of accident.

Hooks and hoists

We will not pay for claims caused by goods falling from the hook or hoisting apparatus of any crane or similar lifting equipment.

Aircraft Liability

We will not pay for liability for loss or damage to any Aircraft resulting from an accident caused by or arising from the use of Your Vehicle.

Section C – General Exclusions applicable to all sections of the Policy

The following exclusions apply to the whole Policy.

We will not pay if:

Driving under the influence of drugs/alcohol

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

However, if You can prove You did not know that the driver of Your Vehicle was so affected, We will cover You but not the driver of Your Vehicle.

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

Submitting to test

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

However, if You can prove You did not know that the driver of Your Vehicle refused to submit to the test, We will cover You but not the driver of Your Vehicle.

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

Unlicensed drivers

The loss or damage is caused while Your Vehicle is being driven (with Your consent) by any person who is not licensed under any relevant law to drive such a Vehicle.

Overloaded vehicle

Your Vehicle is used to carry or tow a load or carry passengers greater than that for which Your Vehicle was constructed.

Unroadworthy condition

Your Vehicle is used in an unroadworthy or unsafe condition. However, We will cover You if You can prove that the condition could not reasonably have been detected by You or that the loss, damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

Approved fuel systems

Loss or damage is caused by a fuel system which does not comply with the relevant Australian Standard.

Tests

Your Vehicle is being tested other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person.

Motor sports events

Your Vehicle is used in connection with a race, trial, test, contest or other sports event.

Experiments

Your Vehicle is used in connection with the motor trade for experiment, test, trial, demonstration or towing.

Hire or reward

Your Vehicle is used for carrying passengers for hire or reward, except for a private pooling arrangement or when You receive a travelling allowance from Your full time employer.

Hire for Your vehicle

Your Vehicle is being used or let for hire.

Stock in trade

Your Vehicle is in the possession of another person for the purpose of sale.

Seizure of vehicle

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

Illegal purpose

Your Vehicle is used for any illegal purpose with Your consent.

War

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

Nuclear waste/material

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

Geographical limitation

The loss or damage occurred while Your Vehicle was not in Australia or New Zealand.

Bitumen and/or Concrete Setting

Loss or damage for the settling or hardening of any concrete, bitumen, cement products or similar products or their derivatives.

Caravans

In respect of caravans where:

- a. any loss or damage to awnings or annexes caused by storm, hail or wind;
- b. liability at law by way of damages in respect of death or bodily injury, or damage to property of any person in the caravan, or entering alighting there from;
- c. contents of the caravan other than the permanent fixtures, fittings, furniture, furnishings and bottled gas equipment contained in or on Your caravan and which would normally be sold with it;
- d. theft or burglary unless due to forcible and violent entry to the locked caravan.

Cranes and Lifting Devices

Loss or damage arising out of the operation of any crane or lifting device Insured by this Policy whilst:

- loaded in excess of the safe working load specified by the responsible statutory authority and/or manufacturers;
- or being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices unless the insurer's prior consent has been obtained in writing.

Terrorism

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

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence

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

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

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

Financial loss

For any financial loss occurring because:

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

Underground mining

Your Vehicle was being used for:

- drilling or tunnelling whilst underground; or
- driven in an underground mine or mining shaft when the loss or damage occurred.

Section D – General Conditions applicable to all sections of the Policy

1. Breach of conditions

Breach of or non-compliance with any Policy condition(s) by one insured named in Your Schedule will not prejudice any other named insured.

2. Cross liability

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

3. Joint insured

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

4. Changes to Your insurance details – what You must tell Us

You must tell Us immediately if during the Period of Insurance:

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

When We receive this information, We may:

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

If You do not provide the information immediately We may not pay a claim under Your Policy.

Before We agree to renew the Policy You must tell Us if, during the current Period of Insurance, You or any person who is a driver of Your Vehicle has:

- had any fines or penalties imposed for a traffic offence, other than a parking fine, or
- been convicted of any traffic offences, or
- had a drivers' licence cancelled or suspended or been disqualified from holding a driver's licence for any period, or
- been responsible for causing any motor Vehicle accident, or
- had any motor Vehicle damaged or stolen.

For Your assistance We have provided a full explanation of Your duty of disclosure and the consequences of non-disclosure under the heading "Your Duty of Disclosure" on pages 10 to 11.

5. Keeping evidence of the value of the insured property

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

6. Prevention of loss or damage

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

7. GST notice

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

Sums insured

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

Claim settlements – Where We agree to pay

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

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the Sum Insured/limit of indemnity or other limits shown in the Policy or in Your Schedule. If Your Sum Insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.
- Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your business that is relevant to Your claim.

Disclosure – Input tax credit entitlement

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

8. Claims confirmation advice

Before the expiry of the Period of Insurance, on request We will provide You with a claims confirmation advice which will state:

- Your name;
- Your Vehicle;
- the Period of Insurance that You were covered under this Policy; and
- a record of claims submitted by You relating to Your Vehicle.

Making a claim

What You must do

We may not pay Your claim if You do not act as follows:

1. Do not admit liability

You must not:

- a. admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- b. offer or agree to settle any claim, without Our written consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

2. Prevent further damage

You must take all reasonable precautions to prevent any further loss, damage or liability.

3. Contact the police

Depending on the laws of the State or Territory in which the accident occurs, You must:

- a. contact the police if any person was injured as a result of the accident;
- b. request the police to attend the scene of the accident;
- c. go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the accident.

You must contact the police immediately if Your car is stolen or maliciously damaged.

4. Contact Us as soon as possible

If there is any accidental loss, damage or liability which is likely to result in a claim, You must give Us immediate notice with the full details of any accidental loss, damage or anticipated or alleged liability.

You or Your representative must give Us full details in the manner We request which will be either:

- a. verbally; or
- b. in writing by completing Our claim form which will be supplied to You when You contact Us.

The process for authorising repairs to Your Vehicle is explained under "Authorising repairs".

Any correspondence You receive regarding the accident or event must be sent to Us immediately.

You must advise Us immediately of:

- a. any notice of impending prosecution;
- b. details of any inquest or official enquiry.

What happens after You make a claim

1. Excess

An excess is the amount shown in Your Schedule which You must pay when You make a claim under the Policy unless We state an excess does not apply. The payment of an excess helps to keep the cost of Your premium down by reducing the number of small claims.

There are different types of excess which may apply to You or the driver of Your Vehicle at the time of the claim. The excess amount(s) are stated in Your Schedule.

These are:

a. Basic excess

The basic excess is the first amount You must pay on each claim. The amount of the basic excess will be shown on Your Schedule beside the heading "Basic excess".

b. Age excess

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

c. Inexperienced driver excess

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

You will not have to pay any Young driver (age), or inexperienced driver excess if You are claiming for any of the following:

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

d. Faultless excess

You will not be required to pay the basic, age and/or inexperienced driver excess if:

- You satisfy Us that the accident which gave rise to the claim was the fault of the driver of the other vehicle; and

- You can supply the name and address of that driver, and
- You can supply the registration number of the vehicle, and
- Your Vehicle was a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2-tonne gross vehicle mass, and
- The amount of the claim exceeds Your basic and age excess under the Policy and is not a claim for windscreen damage, and
- Your basic excess does not exceed \$1,000.

e. Tipping excess

An additional excess of 100 percent of the amount of the basic excess shown in Your Schedule will apply if Your Vehicle is a rigid body tipper or a tipping trailer and the event which gives rise to a claim occurs whilst the tipping hoist is fully or partially elevated.

2. Deciding who is at fault

We will be solely responsible for deciding whether You contributed to the cause of an accident.

3. Choice of repairer

You have the right to choose any repairer from the Allianz Repairer Network to repair the damage to Your car. Before becoming a Network Repairer, applicants are assessed on their reputation to perform quality repairs, expertise of staff, repair turnaround times, workshop equipment and facilities, and location. They must also adhere to the Motor Vehicle Insurance & Repair Industry Code of Conduct. Once part of the Network, performance is regularly reviewed to maintain standards of service. You can be assured that We strive to achieve the best repair outcome for You by working closely with Our Network Repairers.

Of course You can elect to choose a non-Allianz Network Repairer. In this case We will work closely with Your nominated repairer, however We may require a second quotation from a repairer chosen by Us. We will then choose to either:

- Authorise the repairs at Your repairer of choice, or
- Pay You a fair and reasonable amount to repair Your Vehicle; or
- Move the Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move the Vehicle We will provide You with a rental car for up to 3 days in addition to any other benefit provided under this Policy.

4. Authorising repairs

- a. Where You have loss of or damage cover You may only authorise emergency repairs as detailed on page 21 under "Emergency repairs". You cannot authorise further repairs to Your Vehicle without Our prior consent.
- b. Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

5. Parts, extras and accessories

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

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

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

6. Sublet repairs

If Your vehicle requires Us to engage the services of a specific specialist repairer and/or supplier We may sublet that component to such repairer or supplier.

7. Guarantee and warranty

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

8. Assist Us with Your claim

You must assist Us with Your claim. This means give Us all the information and assistance with Your claim which We may reasonably require. If You do not We may not pay Your claim or provide cover.

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

9. Our rights of recovery

We have the right to recover from any person, in Your name, the amount of any claim paid under the Policy and We have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance.

10. Salvage of Your vehicle when it is a total loss

If Your Vehicle is a Total Loss and We have agreed to replace Your vehicle, pay the Market Value or Sum Insured for Your Vehicle:

- the wreckage of Your Vehicle will become Our property, and
- We will keep the proceeds of any salvage sale.

11. Payment of unpaid premium when Your vehicle is a total loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or Sum Insured for Your Vehicle:

- the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You, and
- if We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium or instalments for the Period of Insurance.

12. No return of premium after a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or Sum Insured for Your Vehicle, no return of premium will be made for any unused portion of the premium.

13. GST

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all sections of the Policy", "GST Notice".

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[allianz.com.au](https://www.allianz.com.au)

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