



# MOTOR VEHICLE LEASE INSURANCE

PRODUCT DISCLOSURE STATEMENT



# Motor Vehicle Lease Insurance

Welcome and thank You for choosing Motor Vehicle Lease Insurance.

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

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

The Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of the Policy document relevant to cover provided to You as a retail client and any other documents which We tell You are included, make up the PDS for the purposes of the Act.

## About Allianz

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

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

When You need to make a claim We are there for You via Our 24 hour claims line so You can get back on the road again as quickly as possible.

## Motor Vehicle Lease Insurance – a snapshot

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

---

<b>Who We cover</b>	<ul style="list-style-type: none"><li>• The Leasing company or those named as the insured in Your Schedule (“You”); and</li><li>• Insured Persons where specified in a Certificate of Insurance.</li></ul>
<b>Type of cover We offer</b>	<ul style="list-style-type: none"><li>• Comprehensive insurance<ul style="list-style-type: none"><li>– Accidental loss of (including theft) or Accidental Damage to Your Vehicle during the Period of Insurance as listed under the Comprehensive insurance section including “Other benefits We will pay” and any “Optional benefits” that are shown as being insured on Your Schedule or a Certificate of Insurance. See pages 17 to 22.</li><li>– Liability covers as specified in the Legal liability section including “Other benefits We will pay”. See pages 23 to 25.</li></ul></li></ul>

---

---

<b>What cover You get for Your Vehicle</b>	<p>We will cover Your Vehicle for:</p> <ul style="list-style-type: none"> <li>• its Agreed Value or Market Value, whichever is shown on the relevant Certificate of Insurance; including its: <ul style="list-style-type: none"> <li>• standard tools, modifications and accessories as supplied by the manufacturer; and</li> <li>• fitted or non-standard extras, modifications and accessories.</li> </ul> </li> </ul>
--	---

---

<b>What We pay for (where applicable)</b>	<p>If We agree to pay a claim for covered loss of or damage to Your Vehicle We will:</p> <ul style="list-style-type: none"> <li>• at Our option, repair or pay You the reasonable cost of repairs or the Agreed Value or Market Value that applies on the Policy; and</li> <li>• pay for other covered benefits that apply, subject to the relevant limits.</li> </ul>
---	--

---

<b>What You or an Insured Person pays for</b>	<p>If You or an Insured Person make a claim and are considered responsible or at fault for the accident, You or the Insured Person will be required to pay:</p> <ul style="list-style-type: none"> <li>• any amounts that might apply such as an Excess.</li> </ul>
---	---

---

# Table of Contents

	page
<b>Motor Vehicle Lease Insurance</b>	<b>1</b>
About Allianz	1
Motor Vehicle Lease Insurance – a snapshot	1
Rights of an Insured Person	5
Understanding the Policy	6
Your insurance contract with Us	6
The value We apply to Your Vehicle	7
Your premium	7
Fourteen day cooling off period	8
When the Policy ends	8
Renewal procedure	9
Duty of Disclosure	9
Governing law	10
Goods and Services Tax	10
Some words have special meanings	10
<b>Words with special meanings</b>	<b>11</b>
<b>Benefits of cover available</b>	<b>14</b>
<b>Comprehensive insurance</b>	<b>17</b>
Accidental loss of or damage to Your Vehicle	17
New for old replacement of a new vehicle after a Total Loss	17
Other benefits We will pay	18
Optional benefits	22

	page
<b>Legal Liability</b>	<b>23</b>
Cover for damage to other people’s property (legal liability)	23
Other benefits We will pay	25
<b>When We will not pay Your claim</b>	<b>26</b>
<b>General Conditions applicable to the Policy</b>	<b>31</b>
<b>Making a claim</b>	<b>32</b>
Choosing a repairer	36
Parts used to repair Your Vehicle	36
<b>Our Excesses</b>	<b>38</b>
<b>Changes to Your Policy</b>	<b>40</b>
Cancellation rights under Your Policy	40
Privacy notice	41
General Insurance Code of Practice	42
If this insurance has been issued through an insurance intermediary	43
Complaints – Internal and external complaints procedure	43
Financial Claims Scheme	43
Updating this PDS	44
Phoning for assistance and confirmation of cover	44

## Rights of an Insured Person

Any Insured Person who wishes to exercise a right to recover from Us needs to read this document carefully. It is an important document so please keep it in a safe place for future reference.

If an Insured Person suffers a loss of the type described in this document that they are eligible to claim for, they have a right to recover the amount of their loss from Us in accordance with the Policy solely by operation of being a third party beneficiary as defined in the Insurance Contracts Act 1984 (Cth). They can make a claim for the relevant benefits they are eligible for as detailed in this document but do not enter into any agreement with Us and are not charged by Us for the right to make a claim for those benefits. You pay the relevant premium to Us.

Insured Persons have no right to cancel or vary the Policy or its cover. Only You (as the contracting party) and We can do this. If We cancel or vary the Policy or its cover, We do not need to obtain an Insured Person's consent to do so.

We also do not provide any notices in relation to this insurance (e.g. termination or renewal) to Insured Persons as they are not a contracting party to the Policy. We only send notices to You as if You are the only person We have contractual obligations to under the Policy.

Insured Persons are not obliged to accept any of the benefits of this insurance, but if they wish to make a claim under the Policy then they will have the same obligations to Us that they would have if they were You by reason of the Insurance Contracts Act.

We will have the same rights against the Insured Persons as We would have against You.

Neither We nor You hold anything on trust for, or for the benefit or on behalf of, an Insured Person under this insurance arrangement.

Neither We nor You act on behalf of an Insured Person.

An Insured Person may only make a claim for benefits in relation to Your Vehicle to the extent that cover is available in accordance with the Policy terms and conditions, limitations and exclusions.

Despite any other provision of the Policy, an Insured Person's Period of Cover and right to cover only begins from:

- the time Your Period of Insurance starts; and
- the time the relevant Insured Person has been noted in writing by You as an Insured Person within 30 days of a Lease being entered into by You with them in relation to Your Vehicle; and ends:
  - the time they cease to be an Insured Person; and
  - the time they have been removed by You as an Insured Person; and
  - the time the Policy ends in accordance with the Policy or law (for example, when the Period of Insurance ends, the Policy is not renewed or is cancelled).

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate for their needs from a person who is licensed to give such advice. Nothing prevents such persons from entering into other arrangements regarding insurance.

## Understanding the Policy

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

It will help You to:

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

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

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

## Your insurance contract with Us

Where We agree to enter into a Policy with You it is a contract of insurance between Us and You. The contracting insured is referred to as “You” or “Your”. Insured Persons are different to the contracting insured.

The Policy consists of:

- this document which sets out the standard terms of this insurance and its limitations,
- Your Schedule and any current Certificates of Insurance. The Schedule and/or Certificate of Insurance shows the insurance details relevant to You and an Insured Person. It may include additional terms, conditions and exclusions relevant only to You or an Insured Person that amend the standard terms of this document. Only those sections shown as covered in Your Schedule or the Certificate of Insurance are insured; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS (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 or Certificate of Insurance We may send You, detailing changes to the insurance or the Period of Insurance or Period of Cover, will become the current Schedule or Certificate of Insurance (as applicable), which should be carefully read and retained.

Cover is provided on the basis:

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



# The value We apply to Your Vehicle

We may insure Your Vehicle for either an Agreed Value or for Market Value. The value that applies to Your Vehicle will be shown on the relevant Certificate of Insurance.

## Agreed Value

The Agreed Value is the specified amount We agree to insure Your Vehicle up to, which is listed in the Certificate of Insurance. Typically, people seek to ensure that the amount takes into account:

- what it would cost to replace the Vehicle. This can include:
- any modifications, options or accessories that have been made or added to the Vehicle;
- GST;
- registration and any CTP insurance; and
- other on road costs such as stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

## Market Value

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

To determine the Market Value We look at things such as:

- local market prices;
- Your Vehicle's condition; and
- any modifications, options or accessories that are attached to Your Vehicle and shown on the Certificate of Insurance.

## Your premium

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

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

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

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

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

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, 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.

## **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 or an Insured Person 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.

## **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; or
- where We have agreed to pay a claim for the full sum insured for the relevant property.

## Renewal procedure

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

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

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

## Duty of Disclosure

### 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 renew, vary, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, 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 tell 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 renew the contract

Where applicable, We will tell You what Your renewal duty of disclosure is prior to each renewal.

### 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 tell 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.

## **Governing law**

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

## **Goods and Services Tax**

The sum insured chosen should exclude Goods and Services Tax (GST). In the event of a claim, if You or an Insured Person are not registered for GST, We will reimburse You or them (as applicable) the GST component in addition to the amount We pay You or them. If You or the Insured Person (as applicable) are registered for GST, You or they will need to claim the GST component from the Australian Taxation Office.

You or the Insured Person (as applicable) must advise Us of the correct input tax credit percentage where You or they (as applicable) are registered as a business and have an Australian Business Number. You or they (as applicable) are liable to Us for any GST liability We incur arising from the incorrect advice.

## **Some words have special meanings**

Certain words used in the Policy have special meanings. The “Words with special meanings” section of this document on pages 11 to 13 contains such terms.

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

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

# Words with special meanings

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

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

**Agreed Value** means the amount specified in the Certificate of Insurance as the agreed value (if applicable) for Your Vehicle.

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

**Certificate of Insurance** means the document evidencing the cover provided to an Insured Person under the Policy.

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

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

**Excess** means the amount shown in the Certificate of Insurance which You or the Insured Person (as applicable) must pay when making a claim under Your Policy. (see “Making a claim” section for details).

**Family** means Your or the Insured Person’s (as applicable) spouse or de facto spouse and children, or the children of Your or the Insured Person’s (as applicable) spouse or de facto spouse, who ordinarily live with You or the Insured Person (as applicable).

A “de facto spouse” means a person whether of the same sex or not, who ordinarily lives with You or the Insured Person (as applicable) 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.

**Insured Person** means a person or entity that holds a Lease with You that meets the eligibility criteria set out in Your Policy Schedule and named on the relevant Certificate of Insurance. They are not a contracting insured and are a third party beneficiary as defined in the Insurance Contracts Act 1984 (Cth).

See the “Rights of an Insured Person” section for more details.

**Lease** means an operating lease or novated lease between You and the Insured Person.

**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, engine size, features and paint type including any modifications, options and accessories of Your Vehicle at the date of its loss or damage, but no more than the sum insured.

**Period of Cover** means the period of time that begins from:

- the start of Your Period of Insurance; and
- the time the relevant Insured Person has been noted in writing by You as an Insured Person within 30 days of a Lease being entered into by You with them in relation to Your Vehicle;

and ends:

- the time the relevant Insured Person ceases to be an Insured Person; and
- the time the relevant Insured Person has been removed by You as an Insured Person; and
- the time the Policy ends in accordance with the Policy or law (for example, when the Period of Insurance ends, the Policy is not renewed or is cancelled).

**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 8).

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

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

**Policy** means this document, any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it, Your Schedule and any Certificate of Insurance.

**Schedule** means the most current Allianz Policy Schedule and attachments issued to You by Us. It sets out the Policy number, Your details, details of who is an Insured Person, the cover types selected by You and other applicable details of cover.

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

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

**Vehicle** means the registered vehicle shown on the relevant Certificate of Insurance including:

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

**We, Our, or Us** refers to the insurer Allianz Australia Insurance Limited, 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. It does not refer to Insured Persons.

**Your Vehicle** means the relevant Vehicle that is:

- subject to a current Lease between You and the Insured Person; or
- owned by You,

as described in the Certificate of Insurance as “Vehicle Details”.

# Benefits of cover available

## Comprehensive Insurance – Other benefits We will Pay

Cover	Summary of cover available	Motor Vehicle Lease Insurance
<b>Accommodation and travelling expenses</b>	Pay for the reasonable cost for essential temporary accommodation or travelling expenses.	Up to a maximum of \$4,000 any one event.
<b>Additional accessories</b>	Pay for claims for loss of or damage to any equipment and apparatus of Your Vehicle.	Up to a maximum of \$5,000 any one event.
<b>Automatic additions and deletions</b>	Cover any replacement or additional registered Vehicles acquired by You during the Period of Insurance.	Up to \$250,000 any one Vehicle.
<b>Automatic trailer cover</b>	Pay for any loss of or damage to any two wheeled or box trailer whilst it is attached to Your Vehicle.	Up to a maximum of \$1,500 any one event.
<b>Child seat or capsules</b>	Replace any child seat or baby capsule in Your Vehicle following a covered accident and if damaged.	Up to a maximum of \$1,000 any one incident.
<b>Emergency car hire</b>	Assist in paying for the cost of a hire vehicle when Your Vehicle is damaged in an accident and cannot be driven.	Up to \$100/day for two consecutive days.
<b>Emergency repairs</b>	Reimburse for the cost of emergency repairs which may be necessary to enable Your Vehicle driveable.	Up to a maximum of \$1,500 any one event.
<b>Finance payout- Total Loss</b>	Cover for the difference between the amount required to pay out the finance contract under the Lease and the Market Value of the Vehicle following a Total Loss.	Up to a maximum of 25% of the Market Value.
<b>Fire Brigade &amp; Emergency Services cover</b>	Cover for charges imposed by the Fire Brigade, Police or any Government Emergency Services.	Up to a maximum of \$25,000.



Cover	Summary of cover available	Motor Vehicle Lease Insurance
<b>Hire costs following fire and theft</b>	Cover for a hire vehicle when Your Vehicle is damaged by fire or theft.	Up to \$100/day but no more than a maximum of \$4,200.
<b>Hired vehicles</b>	Pay for any excess where the Insured Person hire and insure the hire vehicle with hiring company following a covered accident.	Up to a maximum of \$5,000 any one event.
<b>Marine average</b>	Cover for general average and salvage charges within Australia or New Zealand.	Up to sum insured or Market Value whichever is the lesser.
<b>Personal Property</b>	Pay for claims for Personal Property following loss or damage to Your Vehicle.	Up to a maximum of \$2,000 any one theft or accident.
<b>Re-keying and re-coding</b>	Cover for the replacement and cost to re-code Your Vehicle's locks if Your keys are stolen.	Up to a maximum of \$5,000 per event.
<b>Removal of basic Excess for windscreen claims</b>	Removal of basic Excess where Your Vehicle's windscreen or window glass is Accidentally broken.	Applicable if shown on Certificate of Insurance.
<b>Removal of debris</b>	Cover for costs to clean up and removal of Your Vehicle debris following a covered accident.	Up to a maximum of \$25,000.
<b>Replacement vehicle</b>	Replace Your Vehicle with a new vehicle where Your Vehicle is declared a Total Loss.	For Vehicles within their first three years of registration.
<b>Sign writing</b>	Cover for the costs to reinstate any sign writing and artwork.	Up to a maximum of \$25,000 any one event.
<b>Towing</b>	Cover for costs to protect and tow Your Vehicle.	Reasonable cost.
<b>Vehicle return</b>	Cover for additional costs to return Your Vehicle to its original destination or point of departure.	Up to a maximum of \$3,000 any one event.
<b>Vehicle being transported</b>	Cover for loss or damage where Your Vehicle is being transported by road, rail, sea or air between any places in Australia or New Zealand.	Up to sum insured or Market Value whichever is the lesser.

Cover	Summary of cover available	Motor Vehicle Lease Insurance
Hire costs following an accident	Cover for a hire vehicle when Your Vehicle is damaged caused by an accident.	Applicable if shown on Certificate of Insurance – up to \$100/day for a maximum cost of \$4,200.

## Legal Liability – Other benefits We will Pay

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

# Comprehensive Insurance

## Accidental loss of or damage to Your Vehicle

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

Where "New for old replacement of a new vehicle after a Total Loss" does not apply, at Our option We will:

- repair Your Vehicle; or
- pay You the reasonable cost of repairing Your Vehicle; or
- pay You the Market Value of Your Vehicle when the Certificate of Insurance shows that Your Vehicle is insured for Market Value; or
- pay You the Agreed Value of Your Vehicle when the Certificate of Insurance shows that Your Vehicle is insured for an Agreed Value.

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

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

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

- Your Vehicle is a Total Loss;
- You or the Insured Person purchased it new (or as a demonstrator model) from the manufacturer or their dealer;
- Your Vehicle is under 2 tonnes Gross Vehicle Mass;
- where Your Vehicle is financed, Your financier has given Us written consent; and
- Your Vehicle is less than three years old from when it was first registered at the time it is declared a Total Loss.

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

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

If a new replacement vehicle is not available, We will pay You either the Market Value or Agreed Value of Your Vehicle, whichever is shown as applicable in the Certificate of Insurance.

## Other benefits We will pay

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

### Accommodation and travelling expenses

If Your Vehicle is 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 the Insured Person to complete the journey or return to the point of departure, up to a maximum of \$4,000 for any one event.

### Additional accessories

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

### Automatic additions and deletions

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

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

### Automatic trailer cover

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

## **Child seat or baby capsules**

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

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

## **Emergency 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 cannot be driven, or is damaged by an attempted theft and cannot be driven, We will assist the Insured Person 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 or the Insured Person for the cost of emergency repairs which may be necessary to enable them 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 event is \$1,500.

## **Finance payout – Total Loss**

Where Your Vehicle is subject to Lease, and suffers a Total Loss, We will cover You or the Insured Persons or the finance provider for the difference between the amount required to pay out the finance contract under the Lease and the Market Value, of the Vehicle to a maximum of 25% of the Market Value less:

- any payments and interest in arrears, and
- any finance charges or penalties applicable to the Lease.

However, We will not pay if We are not required to do so by the finance provider.

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

Following an accident, We will pay up to \$25,000 for Your or the Insured Person's 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 the Insured Person in paying the cost of a hire vehicle:

- up to \$100 per day, but no more than a maximum of \$4,200 for each Vehicle in the Period of Cover 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 the Insured Person hires a sedan, station wagon, four wheel drive, van or utility under 2 tonnes Gross Vehicle Mass and they insure the hired vehicle, We will:

- pay any excess the Insured Person is required to pay to the hiring company under that insurance during the Period of Cover, provided the excess they are required to pay to the hiring company exceeds the basic Excess payable under Our Policy.

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

## 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.

## Personal Property

We will pay for claims for Personal Property belonging to the Insured Person or their Employees which are:

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

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

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

## **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 \$5,000 per event.

This benefit will only apply if:

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

## **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 per event, unless such other amount is specified in the Certificate of Insurance.

## **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 Certificate of Insurance.

## **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 \$3,000 per event to return Your Vehicle to its original destination or point of departure, whichever is required by You or the Insured Person (as applicable).

## **Vehicle being transported**

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

## Optional benefits

### Hire costs following an accident

When the Certificate of Insurance shows that the "Hire costs following an accident" option applies and We accept a claim for Accidental Damage to Your Vehicle, We will provide You or the Insured Person (as applicable) with a rental car.

The rental car benefit will be provided from:

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

whichever is the later.

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

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

whichever happens first.

We will not pay for:

- a rental or loan car unless its hire has been arranged by Us or approved by Us;
- the cost of fuel used while driving the rental or loan car; or
- any accidental loss of or damage to the rental or loan car.

### Removal of basic Excess for windscreen claims

When the Certificate of Insurance shows that the "Removal of basic Excess for windscreen claims" option applies and We accept a claim where the windscreen or window glass in Your Vehicle is accidentally broken We will not apply an Excess to Your first claim in the Period of Insurance.

This only applies if:

- a. the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- b. the broken windscreen or window glass is the only damage to Your Vehicle; and
- c. Your Vehicle is a sedan, station wagon, four wheel drive, panel van, utility or goods carrying vehicle under 2 tonnes Gross Vehicle Mass.

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



# Legal Liability

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

We will cover Your and the Insured Person's legal liability to pay compensation for loss of or damage to someone else's property which is caused by a motor vehicle accident which is partly or fully Your or the Insured Person's fault which occurs during the Period of Insurance and the Insured Person's Period of Cover, and arises out of the use of:

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

The above cover is extended to:

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

We will not cover legal liability:

- where the vehicle is unregistered; or
- that is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability even if the amount recoverable is nil; or
- where the vehicle is used on rails; or
- where the loss or damage occurs to Aircraft; or
- where the loss or damage occurs to Your or the Insured Person's own property or Your or the Insured Person's spouse's or de facto's property, except to:
  - a residential building that You or the Insured Person are renting or is on loan to You or the Insured Person, or
  - Employee's or visitor's vehicles and their contents while contained in a car park provided by You or the Insured Person.

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

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

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

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

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

We will not pay for legal liability to any:

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

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

We will not pay unless You, the Insured Person or the person claiming under this section have notified Us of a claim under this section within six months of You, the Insured Person or the person claiming first becoming aware of an intention to make a claim against You, the Insured Person or the person claiming.

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

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

## Maximum amount payable

The maximum We will pay in respect of all claims under the Policy will not exceed:

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

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

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

## Other benefits We will pay

### Legal costs

Provided We agree in writing, We will pay for legal costs and expenses in defending any court proceedings arising from a claim for liability covered by the Policy.

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

### Cross liability

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

### Joint insured

A claim lodged by any one person 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.

# When We will not pay Your claim

You are not covered and We will not pay any claim under the Policy for loss, damage, liability, costs or expenses that are directly or indirectly caused by, arise from, or are in any way connected with:

## Loss of use

loss or damage suffered because You or the Insured Person cannot 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, unless the repairs were undertaken as the result of a claim under the Policy and with Our agreement.

## Intentional damage

loss or damage intentionally caused by You, the Insured Person or a person acting with Your or the Insured Person's express or implied consent.

## Underground services, vibration or weakening

loss or damage:

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

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

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

## Trailers

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

## Driving under the influence of drugs/alcohol

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

However, if it is reasonable that they did not know that the driver of Your Vehicle or a Substitute Vehicle was so affected, We will cover You or the Insured Person (as applicable) but not the driver of Your Vehicle or a Substitute Vehicle.

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

## Submitting to test

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

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

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

## Unlicensed drivers

loss or damage that occurs while Your Vehicle or a Substitute Vehicle is being driven (with Your or the Insured Person's consent) by any person who is not licensed under any relevant law to drive such a vehicle.

## Overloaded Vehicle

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

## **Unroadworthy condition**

Your Vehicle or a Substitute Vehicle is used in an unroadworthy or unsafe condition. However, We will cover You or the Insured Person (as applicable) if it is reasonable that the condition could not reasonably have been detected by You or the Insured Person (as applicable) or that the loss, damage or liability was not caused by or contributed to by the unroadworthy or unsafe condition.

## **Incorrect fuel**

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

## **Tests**

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

## **Motor sports events**

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

## **Experiments**

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

## **Hire or reward**

Your Vehicle or a Substitute Vehicle being used for carrying passengers for hire or reward, unless noted on the Certificate of Insurance, except for a private pooling arrangement or when You or the Insured Person (as applicable) receive a travelling allowance from their full time employer.

## **Hire of Your Vehicle**

Your Vehicle or a Substitute Vehicle being used or let for hire, unless noted otherwise on Certificate of Insurance.

## **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 or a Substitute Vehicle being used for any illegal purpose with Your or the Insured Person's consent.

## War

loss or damage 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

loss or damage 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.

## Terrorism

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

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

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

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

## Financial loss

any financial loss occurring because:

- You or the Insured Person 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 being:

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



# General Conditions applicable to the Policy

## Obligation to comply with the Policy terms and conditions

You and Insured Persons are required to comply with the terms and conditions of the Policy. Please remember that if You or an Insured Person 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 the Policy.

### Do not admit liability

You or an Insured Person must not:

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

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

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

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

### Prevention of loss or damage

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

# Making a claim

## Assisting Us with Your claim

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

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

## Deciding who is at fault

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

## What We pay for

If We agree to settle a claim, We will:

- decide whether to repair Your Vehicle;
- pay the reasonable cost of repairing Your Vehicle;
- pay the Agreed Value or the Market Value (as applicable);
- pay any other benefits that apply;
- pay for any optional covers You have chosen and paid for; or
- deduct any amounts that apply to the Policy such as an Excess or unpaid premium.

## How We will settle a claim for Your Vehicle

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

## Repair Your Vehicle

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

## Pay You the reasonable cost of repairing Your Vehicle

Rather than repair Your Vehicle We can choose to pay You the reasonable cost of repairing it. If We choose this approach We will determine the reasonable cost by examining a number of factors.

This may include the quote from Your nominated repairer and other repairers as well as reports from Our trained assessors.

We may choose the approach of paying You the reasonable cost to Us of repairing Your Vehicle where We are not satisfied with the repairer You choose.

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

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

For Comprehensive insurance We pay the Market Value or Agreed Value (as applicable) less:

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

We will keep the Vehicle.

## **Paying for other benefits**

If We agree to pay You other benefits under the Policy, We will determine the reasonable cost. We will repair, replace or pay the relevant loss or damage (as applicable) up to the maximum amount that applies under the benefit.

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

### **Recovered Vehicles**

If We settle Your claim under Comprehensive insurance and it is a Total Loss and Your Vehicle is later recovered We will usually keep the recovered Vehicle.

### **Damaged property**

If We settle the claim for a damaged item then it becomes Our property.

## **Payments to the credit provider**

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

- the Agreed Value or Market Value (as applicable);
- the cost of repairing Your Vehicle; and
- the balance owing to the credit provider under the finance arrangement.

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

However We will only pay the credit provider if they:

- are noted on the Certificate of Insurance; and
- give Us any help We ask for.

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

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

- We will check the Personal Property Securities Register to confirm whether any money is owing on Your Vehicle; and
- You must settle any finance arrangement over Your Vehicle and remove it from that register.

## **GST notice**

The Policy has a GST provision in relation to premium and Our payment to You or an Insured Person 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 or an Insured Person, We will have regard to the items below:

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

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

We will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the Policy or in the Schedule or Certificate of Insurance.

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

## Payment as compensation

We will reduce the GST amount We pay for by the amount of any input tax credits to which You or an Insured Person 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 or an Insured Person would have been entitled to had the payment been applied to a relevant acquisition.

## Disclosure – Input tax credit entitlement

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

## Business registered for GST

If You or an Insured Person are a business registered for GST. Before We make any payment on Your Policy, We will deduct an amount equal to Your or the Insured Person's input tax credit entitlement. This applies to any amount We pay, including where We state that an amount will include GST.

We will consider any payment We make to settle a claim to be made in full even if We have reduced the amount We pay as described above.

## Recovery against another party

We have the right to recover from any person, in Your or an Insured Person's 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 or their name. If We recover more than the amount We have paid to or on behalf of You or an Insured Person, We will pay You or the Insured Person the balance.

The amount of any Excess You or an Insured Person have paid will only be refunded when We have recovered the total amount We have paid under a claim, unless We have agreed otherwise.

## Repairing Your Vehicle

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

You or an Insured Person have to get approval from Us before starting any repairs on Your Vehicle.

## Choosing a repairer

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

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

## Authorising repairs

You or an Insured Person may only authorise emergency repairs as detailed under the “Emergency repairs” benefit (refer page 19 for details). You or an Insured Person cannot authorise further repairs to Your Vehicle without Our prior consent.

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

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

If the claim is not lodged or the claim is not subsequently accepted by Us, You or the Insured Person agree to pay for the diagnosis and reassembly costs.

## Parts used to repair Your Vehicle

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

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

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

## **Guarantee on repairs**

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

## **Unrepaired damage**

If Your Vehicle had any unrepaired damage before an incident, then You or an Insured Person may need to contribute to the repair costs.

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

## **Undamaged areas**

We will not repair undamaged areas of Your Vehicle that have not been affected by damage caused by the incident to ensure a uniform appearance.

# Our Excesses

## Excesses payable

There are different types of Excesses which may apply to You, an Insured Person or the driver of Your Vehicle at the time of the incident giving rise to a claim. These Excess types are shown on the Certificate of Insurance under the heading "Excesses".

You may have to pay more than one Excess.

## Basic Excess

The basic Excess is the first amount You or an Insured Person must pay on each claim. The amount of the basic Excess will be shown on the Certificate of Insurance beside the heading "Basic excess".

## Age Excess

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

## Inexperienced driver Excess

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

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

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



## Faultless Excess

You or an Insured Person will not be required to pay the basic, age and/or inexperienced driver Excess if:

- You or the Insured Person satisfy Us that the accident which gave rise to the claim was the fault of the driver of the other vehicle; and
- You or the Insured Person can supply the name and address of that driver, and
- You or the Insured Person can supply the registration number of the vehicle, and
- the amount of the claim exceeds the basic and age Excess under the Policy and is not a claim for windscreen damage.

# Changes to Your Policy

You and any Insured Person must tell Us immediately if during the Period of Insurance or Period of Cover:

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

When We receive this information, We may:

- 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 or an Insured Person do not provide the information immediately We may not pay a claim under Your Policy in whole or in part.

## Cancellation rights under Your Policy

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

These include:

- if You failed to comply with Your Duty of Disclosure;
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy;
- where You have failed to comply with a provision of Your Policy, including a term relating to payment of premium;
- where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You; or
- where We are otherwise permitted to do so by law.

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

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

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

If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.

In the event that You or an Insured Person have made a claim under the Policy and We have agreed to the claim no return of premium will be made for any unused portion of the premium.

## **Privacy notice**

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

### **How We collect Your personal information**

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

### **Why We collect Your personal information**

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

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

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

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

## **Disclosure overseas**

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

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

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

## **Telephone call recording**

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

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

## **Your consent**

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

## **General Insurance Code of Practice**

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

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

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

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

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

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

## **Complaints – Internal and external complaints procedure**

If You are dissatisfied with Our service in any way contact Us and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To request a copy of Our procedures, use Our contact details on the back cover.

If You are not satisfied with Our decision or a decision is not reached within 45 days, You may lodge a complaint with an external dispute resolution scheme which is independent and free to You (subject to its relevant terms and rules) as follows:

The Australian Financial Complaints Authority

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

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

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001.

## **Financial Claims Scheme**

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria.

More information can be obtained from <http://www.fcs.gov.au>

## Updating this PDS

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

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

## Phoning for assistance and confirmation of cover

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



## Contact details

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

Allianz Australia Insurance Limited (Allianz)

AFS Licence No. 234708

ABN 15 000 122 850

2 Market Street Sydney NSW 2000

Telephone: 1300 402 030