



Product disclosure statement  
& policy wording

## **Motor Vehicle**

Made possible



**“We’re  
committed to  
protecting  
what’s  
important to  
you.”**

**How to use this booklet**

**1.**  
**Read it carefully**

**2.**  
**Call us on  
133 723  
if you have any  
questions**

**3.**  
**Keep it and your  
documentation  
in a safe place**

# Our commitment

In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

## **About this booklet**

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

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

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

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

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

### **Navigating this booklet**

To help you navigate this booklet and get you to key parts of your Policy faster, we've broken the Policy Wording down into key sections and created corresponding tabs.

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

Please take the time to read through this booklet. Call us on 133 723 if you need more information, would like to confirm a transaction or to make a claim.

The claims section at the end of this booklet sets out the full details of what you need to do in the event of a claim.

### **About QBE Australia**

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

**Need to make  
a claim?  
Call us on  
133 723**

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**“What we need  
from you and  
what you can  
expect from  
us.”**



# Important Information

The important information in this section includes:

- 'The cost of your Policy'
- Your 'Cooling-off period'
- 'Privacy' and how we handle your personal information
- Our process for 'Resolving complaints & disputes'.

## The cost of your Policy

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

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

- Your sum insured
- The type of cover you chose
- Your vehicle's year, make and model
- The address where you usually keep your vehicle
- Any no claim bonus you're entitled to
- The age and gender of drivers, as well as their driving and claims history
- Optional benefits selected by you
- Excesses
- Whether you choose to pay your premium annually or by instalments.

### How to reduce your premium

<b>Discount</b>	<b>How to get it</b>
Choose a higher excess	Choose to pay a higher excess.
Pay your premium up front	Pay your annual premium up front rather than in instalments.
No claim bonus	We'll move you up one level for each year you remain claim free, up to our maximum level. If you make a claim, your no claim bonus will be recalculated based on the number of claims you make.  See page 53 for more information.
Comprehensive cover driver options	You receive a discount on your premium when you choose one of our driver options for comprehensive cover, where you choose to restrict cover under this Policy to : <ul style="list-style-type: none"> <li>• Drivers 24 years of age and over, or</li> <li>• Just two nominated drivers</li> </ul> See page 24 for details of these options.
Thanks for being a QBE customer	Renew your Policy with us every year. The discount will increase each year, up to our maximum.

## No Claim Bonus

### No Claim Bonus

We reward our customers who have a good claims history and experience with our no claim bonus scheme. It's a bonus we apply to our base premium. Your base premium is the amount we charge before we add premium optional extras, taxes and government charges).

*When you buy a policy*

When you buy a policy we ask you to tell us what no claim bonus you had before you insured with us. The bonus levels we have are:

Percentage	Also known as
60%	Rating 1, 5 years claim free
50%	Rating 2, 4 years claim free
40%	Rating 3, 3 years claim free
30%	Rating 4, 2 years claim free
20%	Rating 5, 1 years claim free
0%	0 years claim free

*When you renew your policy and what happens to your no claim bonus*

Your no claim bonus will increase by 10% for each year you don't make an at-fault claim, until you reach our highest bonus of 60%.

On renewal your no claim bonus may fall depending on if you've made a claim under your policy or bought our no claim bonus protection. The types of claims which affect your no claim bonus, and how much it can fall by is set out in more detail below.

*No claim bonus protection*

If you buy our:

- 'No claim bonus protection optional benefit' your no claim bonus won't be reduced if you make one at-fault claim during the period of insurance, or
- 'Lifetime no claim bonus option', your no claim bonus won't be reduced for any at-fault claims during the period of insurance.

*At-fault claims: Claims that affect your no claim bonus*

There are three types of 'at-fault' claims which affect your no claim bonus, being:

- At-fault, where you, another driver of your vehicle or its passengers, were fully or partly at fault
- Not recoverable, where someone else was at fault, but you weren't able to provide us with their name, address and registration details, and
- Claims for damage where the cause was weather, fire, theft or attempted theft, or malicious damage.

The table below explains how your no claim bonus is affected by different claims each policy period:

<b>Type of claim</b>	<b>Effect on NCB</b>	<b>Effect on NCB, if you brought NCB protection</b>	<b>Effect on NCB, if you brought lifetime NCB protection</b>
Not at fault	No movement	No movement	No movement
1 or more Windscreen or glass only claim	No movement	No movement	No movement
One at fault claim	Reduce by 10%	No movement	No movement
Two at fault claims	Reduce by up to 20%	Reduce by up to 10%	No movement
Three at fault claims	Reduce by up to 30%	Reduce by up to 20%	No movement

If you make more than 6 or more claims you will lose your no claim bonus and a claims rating factor and it will affect your base premium.

Each year we re-calculate your base premium according to other underwriting factors. Your base premium and total premium (including optional extras, taxes, government charges and commission to your financial services provider) may still change due to underwriting and other factors.

## Cooling-off period

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

To cancel your Policy within the cooling-off period, you can call QBE Customer Service on 133 723 or send an email to [enquiries@qbe.com](mailto:enquiries@qbe.com)

## The General Insurance Code of Practice

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

The Code aims to:

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

## Privacy

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

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

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

## Resolving complaints & disputes

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

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

### Something not right?

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

#### Step 1 - Talk to us

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

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

#### Step 2 - Escalate your complaint

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

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

#### Step 3 - Still not resolved?

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

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

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

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

## Contacting QBE Customer Care, AFCA or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

### How to contact AFCA

Phone	1800 931 678 (free call)
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Online	<a href="http://www.afca.org.au">www.afca.org.au</a>
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

### How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

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

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

### How to contact APRA

Phone	1300 558 849. Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.fcs.gov.au">www.fcs.gov.au</a>

**“Understand  
exactly what  
you're  
buying.”**



# Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

## Our agreement

Your Policy is an agreement between you and us for the period of insurance. It's made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to your Policy.

'Paying your premium' sets out what you have to pay us for cover under this Policy.

The 'Cover' section sets out the covers under this Policy.

The 'Exclusions & conditions' section sets out:

- Your responsibilities once you've taken out this Policy, and
- What isn't covered.

The 'Claims' section sets out:

- Your responsibilities, including what to do and what not to do, after incidents and when you make claims, and
- How we settle claims and our rights after you make them.

## How much we'll pay

How much we'll pay for a claim is set out under each cover or on your Policy Schedule. You have to pay any excess which applies to the claim.

## The cover you chose

When you take out this Policy you must:

- Choose one of the three types of cover we offer:
  - Comprehensive
  - Third party, fire and theft
  - Third party only, and
- Tell us how you intend to use your vehicle.

Your Policy Schedule will show the cover you've chosen, your sum insured, how you told us you'll use your vehicle, plus any optional benefits you've selected. Where your Policy covers more than one vehicle, these details will be shown for each vehicle on the Policy Schedule.

Legal liability cover is automatically included.

### How you use your vehicle

The table below describes the three uses for your vehicle you must choose from.

If you use your vehicle for any other purpose than the one you've told us about, you won't be insured while you're using your vehicle for that other use.

Use	When you use your vehicle for:
Private	<ul style="list-style-type: none"> <li>• Social, domestic, pleasure purposes and travel to and from work</li> <li>• A small amount of time is spent using your vehicle for business or work purposes</li> <li>• Ridesharing, but only part time.</li> </ul>
Business	<ul style="list-style-type: none"> <li>• Private use as described above, plus</li> <li>• The majority of normal working hours are spent using your vehicle for business or work purposes.</li> </ul>
Commercial	<ul style="list-style-type: none"> <li>• Private use as described above, plus</li> <li>• A business:           <ul style="list-style-type: none"> <li>◦ Where your vehicle is licensed for the carriage of goods, or</li> <li>◦ As a primary producer.</li> </ul> </li> </ul>

## Paying your premium

Your premium and the date it's due are shown on your Policy Schedule.

### Annual premium

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

### Instalment payments

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

#### *At renewal*

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

#### *What happens if you miss an instalment*

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

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

#### *If your payment details change*

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

### Adjustment of premium on renewal

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

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

## Words with special meanings

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

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

When we say	We mean
Accident	A sudden and unforeseen incident.
Agreed value	The amount shown on your Policy Schedule we've agreed to insure your vehicle for. This amount is fixed for the period of insurance and it's the amount we'll pay you, minus the excess, if you have an accident resulting in your vehicle being a write-off (see the section 'Write-offs' on page 56).
Breakage	A fracture that extends through the entire thickness of the glass or, where the windscreen is laminated, a fracture that extends through all layers of the windscreen.
Driver	A person who has your permission to drive your vehicle.
Driver's licence	A current licence or permit to drive your class of vehicle.
Family	Your spouse or partner, parent, grandparent, brother, sister, child or grandchild (including in each case half, step, or adopted relationships).
Financier	A person or entity with a security interest in your vehicle.
Incident	Any event which results in a claim on this Policy.
Market value	The cash purchase price at the time your vehicle is written-off (see the section 'Write-offs' on page 56) of the same age, type and condition in your local area, but excluding costs and charges for registration, stamp duty, transfer and dealer warranty costs.  To help us decide the market value we may use 'The Red Book' price guide, 'Glass's Dealer Guide' or any other information we consider relevant.
Modification	Any alteration to your vehicle's standard body, interior, engine, suspension, wheels, tyres or paint work which could affect its value, safety, performance or appearance. Examples include wide or special tyres, spoilers, special paint work, decals, murals, LP gas conversion, turbo conversions or sun-roofs.  If we've agreed to insure your vehicle then all of your legal modifications are covered and don't need to be shown on your Policy Schedule.

When we say	We mean
Non-standard accessory	<p>A non-standard accessory is any accessory that has been fitted to your vehicle and that wasn't part of the standard or optional configuration from the manufacturer, including:</p> <ul style="list-style-type: none"> <li>• Blue tooth kits, mag wheels, bull bar or permanently fixed global positioning system (GPS)</li> <li>• Audio visual equipment</li> <li>• Rear parking sensors.</li> </ul> <p>If we've agreed to insure your vehicle then all of your non-standard accessories are covered and don't need to be shown on your Policy Schedule.</p>
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Personal effects	<p>Essential daily items such as clothes, eyewear, bags and purses.</p> <p>Personal effects don't include:</p> <ul style="list-style-type: none"> <li>• Mobile phones, smart phones, tablet computers and other personal electronic devices</li> <li>• Cash, cheques, credit cards and negotiables</li> <li>• Tools of trade.</li> </ul>
Policy Schedule	<p>One of the following:</p> <ul style="list-style-type: none"> <li>• Policy Schedule</li> <li>• Renewal Schedule</li> <li>• Alteration Schedule.</li> </ul>
Premium	What you pay us to insure you. It's the cost of this Policy.
Removable safety equipment	Any child's booster seat, baby capsule or fire extinguisher kept in your vehicle.
Ridesharing	<p>You use your vehicle for ridesharing:</p> <ul style="list-style-type: none"> <li>• For a fee in Australia where it's legal to do so, and</li> <li>• If you were registered as available for fewer than 32 hours in the seven days prior to the incident.</li> </ul> <p>Ridesharing doesn't mean using your vehicle as a:</p> <ul style="list-style-type: none"> <li>• Chauffeur</li> <li>• Limousine driver</li> <li>• Taxi driver</li> <li>• Hire car driver</li> <li>• Bus driver</li> </ul>
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).

When we say	We mean
Standard accessories	Any item included in the standard configuration of a vehicle make and model that doesn't affect its performance, including: <ul style="list-style-type: none"> <li>• Air conditioning</li> <li>• Headlight protectors</li> <li>• Floor mats.</li> </ul>
Sum insured	The amount shown on your Policy Schedule that we've agreed to insure your vehicle for - based on either agreed value, market value or new car replacement value.
Write-off (also known as a total loss)	When we judge repairs to your vehicle are uneconomical, including where the combined repair costs and salvage value are likely to exceed the sum insured of your vehicle.
Trailer	A registered trailer owned by you or in your or a driver's possession, custody or control which can be legally towed by your vehicle, including a boat trailer, a camper trailer or a caravan trailer.
Vehicle	The registered car(s) or motor vehicle(s) owned by you as described in the Policy Schedule including: <ul style="list-style-type: none"> <li>• Standard accessories and removable safety equipment</li> <li>• Non-standard accessories</li> <li>• Modifications</li> </ul>
We, our and us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You and your	The person(s) named in your Policy Schedule as the insured.



**“You can  
choose from  
three types of  
cover.”**





This section of the booklet sets what we cover under this Policy for:

- 'Comprehensive'
- 'Third party, fire & theft'
- 'Third party only'

It also describes what we cover for 'Legal liability', which is automatically included.

Exclusions and conditions are set out on page 39.

## Comprehensive

This cover applies to vehicles shown on your Policy Schedule with the cover type as one of these three driver options:

- Comprehensive
- Comprehensive preferred driver
- Comprehensive nominated driver.

Where your Policy covers more than one vehicle, each vehicle and the chosen driver option will be shown separately on the Policy Schedule.

The details for each of the driver options are shown on page 25.

### What we cover

According to the driver option chosen by you, we'll cover loss or damage to your vehicle caused by or arising from:

- Accidental damage
- Fire
- Theft or attempted theft

We also give you:

- Standard benefits applicable to our comprehensive cover (see 'Comprehensive, third party, fire & theft and third party only cover standard benefits' on page 29),
- 'Comprehensive cover optional benefits' you've bought (as shown on your Policy Schedule),
- 'Legal liability' cover

### How much we'll pay

- For your vehicle, up to the sum insured or other specified limit set out in your Policy Schedule, and
- For standard and optional benefits, up to the limit set out in each benefit.

The 'Claims' section sets out specific terms and conditions that apply when you make a claim or when something happens which may lead to a claim.

## Driver options

### Comprehensive

If you've chosen this driver option, you're covered when your vehicle was driven by, or in the care or under the control of a driver who:

- Is listed on your Policy Schedule
- Holds a current driver licence, but not a learner's permit, unless you've informed us and it's noted on your Policy Schedule the vehicle will be used to instruct a learner driver.

If your vehicle is stolen or damaged accidentally and wasn't being driven by a listed driver, you have to pay an unlisted driver excess.

### Comprehensive preferred driver

If you've chosen this driver option, you're covered when your vehicle was driven by, or in the care or under the control of a driver who:

- Is listed on your Policy Schedule
- Is 24 years of age and over
- Holds a current driver licence, but not when that licence is a:
  - Learner's permit, unless you have informed us and it's noted on your Policy Schedule the vehicle will be used to instruct a learner driver
  - Provisional licence
  - Probationary licence (P plate)

If your vehicle is stolen or damaged accidentally and wasn't being driven by a listed driver, you have to pay an unlisted driver excess.

### What we won't cover

You're not covered if your vehicle is damaged accidentally and the driver wasn't 24 years of age and over.

### Comprehensive nominated driver

If you've chosen this driver option, you're covered when your vehicle was driven by, or in the care or under the control of a driver who:

- Is either:
  - 21 years of age or over and listed on the Policy Schedule as the main driver, or
  - 19 years of age or over and listed on the Policy as a driver, and
- Holds a current driver licence, but not when that licence is a learner's permit, unless you've informed us and it's noted on your Policy the vehicle will be used to instruct a learner driver),

at the time your vehicle was stolen or when it was damaged accidentally.

If your vehicle is stolen or damaged accidentally and wasn't being driven by a listed driver, you have to pay an unlisted driver excess.

## Third party, fire & theft

This cover applies to vehicles shown on your Policy Schedule with third party, fire and theft cover as the cover type.

### What we cover

We'll cover loss or damage to your vehicle caused by or arising from:

- Fire
- Theft or attempted theft

We also give you:

- Standard benefits applicable to our third party, fire and theft cover (see 'Comprehensive, third party, fire & theft and third party only cover standard benefits' on page 29)
- 'Legal liability' cover

### How much we'll pay

Up to the sum insured for your vehicle and, for standard benefits, up to the limit set out in each benefit.

The 'Claims' section sets out specific terms and conditions that apply when you make a claim or when something happens which may lead to a claim.

## Third party only

This cover applies to vehicles shown on your Policy Schedule with third party only cover as the cover type.

### What we cover

Third party only cover is a limited cover which gives you 'Legal liability' cover.

We also give you the standard benefits applicable to our third party only cover (see 'Comprehensive, third party, fire & theft and third party only cover standard benefits' on page 29).

### How much we'll pay

Up to the legal liability limit for the legal liability cover and, for standard benefits, up to the limit set out in each benefit.

The 'Claims' section sets out specific terms and conditions that apply when you make a claim or when something happens which may lead to a claim.

## Legal liability

Legal liability cover is automatically included with 'Comprehensive', 'Third party, fire & theft' and 'Third party only' cover.

We also give you the 'Legal liability standard benefits'

### What we cover

#### Legal liability to another person's property

We'll cover your legal liability for damage to another person's property which was directly caused by:

- Your vehicle or a part of it, or your trailer attached to it
- Goods falling from your vehicle or your trailer attached to it, where you've taken reasonable measures to secure them
- The loading or unloading of your vehicle or your trailer attached to it.

#### Legal liability for injury or death to another person (Gap cover)

We'll cover your legal liability for bodily injury or death to another person which was directly caused by:

- A part of your vehicle or your trailer attached to it
- Goods falling from your vehicle or your trailer attached to it, where you've taken reasonable measures to secure them,

when you:

- Have compulsory third party insurance, but only where that insurance doesn't cover your legal liability
- Don't need compulsory third party insurance because your vehicle it isn't being driven at the time of the incident.

However, we won't pay if your compulsory third party insurance claim was declined due your negligence or irresponsible behaviour.

### How much we'll pay

Up to the legal liability limit shown on the Policy Schedule in respect of all claims arising out of one incident or series of related incidents occurring during the period of insurance. The limit of liability is inclusive of costs and expenses (including legal costs)

You must pay your excess before we pay a claim.

The 'Claims' section sets out specific terms and conditions that apply when you make a claim or when something happens which may lead to a claim.

## Comprehensive, third party, fire & theft and third party only cover standard benefits

Your Policy comes with standard benefits according to the cover you have. When we agree to pay a claim for an incident, we'll give you the standard benefits which apply to that cover.

Under the name of each benefit in the table below we've set out which benefits:

- ✓ Apply to a cover,
- ✗ Don't apply to a cover.

(Comp - Comprehensive, TPFT - Third party fire and theft, TPO - Third party only) .

Benefit	What we give you	We won't cover
Lifetime repair guarantee	We guarantee the quality of the repairs (including sub let repairs) authorised by us for any defect due to faulty workmanship or faulty material for the life of your vehicle.	Repairs we haven't authorised.
✓ Comp		
✓ TPFT		
✗ TPO		
Choice of repairer	When you make a claim and we agree to repair your vehicle: <ul style="list-style-type: none"> <li>• We can refer you to a repairer, or</li> <li>• You can choose your own repairer, provided we've agreed to that repairer first.</li> </ul>	n/a
✓ Comp		
✓ TPFT		
✓ TPO		
Essential temporary repairs	Up to \$500 for essential temporary repairs so your vehicle can be driven immediately after an incident.	n/a
✓ Comp		
✗ TPFT		
✗ TPO		

Benefit		What we give you	We won't cover
Hire car following theft		We'll reimburse you the reasonable cost of hiring a vehicle similar to yours, provided we agree: <ul style="list-style-type: none"> <li>To accept your claim for theft</li> <li>That you need a hire car</li> <li>To the hire car you want and where you want to hire it from.</li> </ul>	<ul style="list-style-type: none"> <li>Additional hiring costs (including booster seats, navigation systems, excess waiver insurance)</li> <li>Running costs, including fuel</li> <li>Damage to the hire car</li> <li>Any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement</li> </ul> We won't pay this benefit unless we've accepted your claim for an incident under the cover you chose.
✓	Comp		
✓	TPFT		
✗	TPO	We stop paying this benefit once: <ul style="list-style-type: none"> <li>We've paid for 14 days of hiring or the cost reaches \$1,000</li> <li>Your vehicle's found</li> <li>We pay your claim for theft,</li> </ul> whichever happens first.	
		We'll need copies of the rental agreement and the hire car receipts before we reimburse you.	
Windscreen cover		Replacement of or repairs to your windscreen or window glass if it's accidentally damaged.	n/a
✓	Comp	We'll waive the vehicle excess if we're able to repair the glass.	
✗	TPFT	Any claim under this benefit won't affect your no claim bonus.	
✗	TPO		
Travelling expenses		Up to \$50 towards your expenses to return directly to your home if your vehicle can't be driven after an incident.	n/a
✓	Comp		
✗	TPFT		
✗	TPO		
Towing costs		Reasonable costs to tow your vehicle to the nearest repairer, place of safety or to another place we've authorised.	n/a
✓	Comp		
✗	TPFT		
✗	TPO		



Benefit	What we give you	We won't cover
Personal effects ✓ Comp ✗ TPFT ✗ TPO	Up to \$500 if your personal effects are damaged in your vehicle as a result of an incident we've accepted a claim for.	Claims for theft and or attempted theft.
Replacement of keys and recoding of locks ✓ Comp ✗ TPFT ✗ TPO	Up to \$1000 towards: <ul style="list-style-type: none"> <li>The cost to replace your keys</li> <li>If necessary, the recoding of your car's locks,</li> </ul> Where your car keys are stolen and you make a Police report.	<ul style="list-style-type: none"> <li>Keys stolen by you, your family, someone who lives with you or someone who was invited to your house</li> <li>Any payments for any other standard benefit or optional benefit as a result of a claim under this cover.</li> </ul>
Emergency accommodation and transport costs ✓ Comp ✗ TPFT ✗ TPO	Up to \$1,000 towards the costs of: <ul style="list-style-type: none"> <li>Essential temporary accommodation (room rental only)</li> <li>Transport for you and the occupants of your vehicle</li> <li>Transporting your essential personal effects back home.</li> </ul> When you're more than 150kms away from home and your vehicle can't be safely driven as a result of an incident.  You need you to give us copies of any receipts so we can reimburse you.	n/a

Benefit		What we give you	We won't cover
New replacement vehicle		<p>If your vehicle's a write-off, we'll provide you with a new replacement vehicle of the same make and model or nearest equivalent in the market at the time of loss, provided:</p> <ul style="list-style-type: none"> <li>You're the original owner and have insured your vehicle with us from new</li> <li>Your vehicle is less than two years old and has been driven less than 20,000kms</li> </ul> <p>This benefit only applies if you've chosen a market value or agreed value sum insured.</p>	n/a
✓	Comp		
✗	TPFT		
✗	TPO		
Trailer cover		<p>Up to \$1,000 towards the cost of repairs or replacement of your single axle box trailer if it's stolen or damaged when attached to your vehicle.</p>	<ul style="list-style-type: none"> <li>The contents of your trailer</li> <li>Any other type of trailer.</li> </ul>
✓	Comp		
✗	TPFT		
✗	TPO		
Re-delivery costs		<p>Up to \$750 towards the reasonable cost to re-deliver your vehicle to your home if you live over 100 km from where we authorise repairs to be done.</p>	<p>We won't pay this benefit unless we've accepted your claim for an incident under the cover you chose.</p>
✓	Comp		
✓	TPFT		
✓	TPO		
Vehicle tools		<p>Up to \$100 towards the cost of stolen or damaged tools you own and carried for use on your vehicle (in addition to those supplied by the manufacturer).</p>	<p>Tools used as part of your trade or occupation.</p>
✓	Comp		
✗	TPFT		
✗	TPO		

Benefit	What we give you	We won't cover
Fatality cover	\$2,500 to your or a listed driver's estate if you or that listed driver die within 12 months as a result of an incident covered by this Policy.	n/a
✓ Comp		
✗ TPFT	We only pay this benefit once during the period of insurance, even if there's been more than one person who dies.	
✗ TPO		
Change of vehicle	Cover for your newly acquired vehicle under this Policy if you:	Your vehicle if it's being disposed of when we're settling a write off claim.
✓ Comp	<ul style="list-style-type: none"> <li>• Sell or dispose of your vehicle</li> </ul>	
✓ TPFT	<ul style="list-style-type: none"> <li>• Acquire your new vehicle within 14 days of the disposal of your vehicle</li> </ul>	
✓ TPO	<ul style="list-style-type: none"> <li>• Give us details of the new vehicle within that time, and</li> <li>• Pay any extra premium we require.</li> </ul>	
After accident clean up	Up to \$1,000 per claim to cleanup your vehicle debris after an accident.	n/a
✓ Comp		
✗ TPFT		
✗ TPO		
Uninsured motorist benefit	<ul style="list-style-type: none"> <li>• Up to \$5,000, or</li> <li>• The market value of your vehicle,</li> </ul>	We won't pay this benefit when:
✗ Comp	whichever is less, if your vehicle is accidentally damaged in a collision with another vehicle and we agree:	<ul style="list-style-type: none"> <li>• You can't give us:                             <ul style="list-style-type: none"> <li>◦ The registration number of the other vehicle, and</li> <li>◦ The name and address of the driver of the other vehicle</li> </ul> </li> </ul>
✓ TPFT	<ul style="list-style-type: none"> <li>• The other driver is 100% at fault</li> <li>• The owner of the other vehicle, or its driver, didn't have insurance covering the damage to your vehicle.</li> </ul>	<ul style="list-style-type: none"> <li>• You were the owner of the other vehicle</li> </ul>
✓ TPO	If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become our property.	<ul style="list-style-type: none"> <li>• The other vehicle was registered in your name or in the name of someone in your family.</li> </ul>

## Comprehensive cover optional benefits

When you choose comprehensive cover you can also buy the optional benefits in the table below for an additional premium. You can't buy these optional benefits if you have third party, fire and theft or third party only cover.

The optional benefits you've bought will be shown on your Policy Schedule and only apply:

- Once you've paid us the premium for the benefit
- From the date the benefit was listed on your Policy Schedule.

Where your Policy covers more than one vehicle, each vehicle and any selected optional benefits which apply to it will be shown separately.

Benefit	What we give you	We won't cover
Excess free windscreen and window glass protection	We'll waive the vehicle excess if your windscreen or window glass needs to be replaced as a result of accidental breakage.	
No claim bonus protection	Your no claim bonus won't be reduced if you make only one at fault claim during the period of insurance.	
Four year new car replacement  <i>(Continue to next page)</i>	We'll supply a new replacement vehicle of the same make and model (or, if it's superseded, the nearest equivalent of the same make available in the market at the time of loss), if your vehicle: <ul style="list-style-type: none"> <li>• Was purchased new from the manufacturer or their dealer or as a demonstrator vehicle</li> <li>• Isn't more than four years old from the date of purchase when new</li> <li>• Has been driven less than 100,000kms at the time we declared it a write-off</li> <li>• Was originally insured for the purchase price, and</li> <li>• We declare it a write-off.</li> </ul> When we supply the replacement vehicle we'll also pay for registration and stamp duty but not compulsory third party insurance.  However, if either: <ul style="list-style-type: none"> <li>• Your vehicle is a write-off and the provisions above aren't met, or</li> <li>• You don't want a replacement vehicle</li> </ul>	Your vehicle if it was more than two years old at the time that you selected this benefit.

Benefit	What we give you	We won't cover
<p>Four year new car replacement</p> <p><i>(Continued from previous page)</i></p>	<p>Then the sum insured will be market value at the time of the incident.</p> <p>Where your vehicle becomes four years old during the period of insurance this benefit will continue until your next renewal.</p>	
<p>Hire car after an incident</p>	<p>We'll reimburse you up to the daily rate shown in the Policy Schedule from the day you take your vehicle to a repairer after an incident, provided we agree:</p> <ul style="list-style-type: none"> <li>• You need a hire car</li> <li>• To the hire car you want and where you want to hire it from.</li> </ul> <p>We stop paying this benefit once:</p> <ul style="list-style-type: none"> <li>• We've paid for 14 days of hiring</li> <li>• Your vehicle's repaired</li> <li>• We pay your claim for the sum insured,</li> </ul> <p>whichever happens first.</p> <p>We'll need copies of the rental agreement and the hire car receipts before we reimburse you.</p>	<ul style="list-style-type: none"> <li>• Hiring costs above the daily rate in your Policy Schedule</li> <li>• Additional hiring costs (including booster seats, navigation systems, excess waiver insurance)</li> <li>• Running costs, including fuel</li> <li>• Damage to the hire car</li> <li>• Any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement</li> </ul> <p>We won't pay this benefit if:</p> <ul style="list-style-type: none"> <li>• The only damage to your vehicle is to windscreen or window glass</li> <li>• Your claim is for theft.</li> </ul>
<p>Policy lifetime no claim bonus protection</p>	<p>If you've kept your maximum no claim bonus for more than two years, it won't be reduced if you make any at fault claims during the period of insurance.</p>	

## Legal liability standard benefits

### Legal liability standard benefits

Under our legal liability cover we give you these standard benefits.

Benefit	What we give you	We won't cover
Substitute vehicle	<p>Cover for your legal liability when you drive a substitute vehicle (but not a hire car) because your vehicle is being repaired or serviced.</p> <p>This benefit doesn't provide you with cover for damage to the substitute vehicle itself.</p>	<p>Your legal liability when:</p> <ul style="list-style-type: none"> <li>• The substitute vehicle's already covered under another policy</li> <li>• The substitute vehicle's owned by you</li> <li>• You didn't have the owner's permission to drive the substitute vehicle.</li> </ul>
Other drivers	<p>Cover for the legal liability of other drivers of your vehicle, provided they had your permission to drive.</p>	<p>The legal liability of other drivers who:</p> <ul style="list-style-type: none"> <li>• Aren't 24 years of age and over if your vehicle has comprehensive cover and you've chosen the comprehensive preferred driver option</li> <li>• Are noted as an excluded driver on your Policy Schedule.</li> </ul>
Passenger liability	<p>Cover for the legal liability of a passenger who's lawfully travelling in or getting in or out of your vehicle or your substitute vehicle for damage they cause to another person's property.</p>	
Principals indemnity	<p>Cover for your employer's, business partner's or principal's legal liability for damage caused to another person's property while you're driving and in control of your vehicle.</p>	<p>Your employer's, business partner's or principal's legal liability when the vehicle or substitute vehicle is owned by that employer, business partner or principal.</p>



**“It's important  
to understand  
the  
circumstances  
when you  
won't be  
covered.”**



# Exclusions & conditions

It's important to know what you need to do, what we can do and how it will affect your claim

The remaining sections of this booklet provide detail about:

- Exclusions:
  - 'Comprehensive, third party, fire & theft and third party only exclusions', which apply to comprehensive, third party, fire and theft and third party only claims
  - 'Legal liability exclusions', which apply to legal liability claims
  - 'General exclusions', which apply to all claims
- 'General conditions', your responsibilities once you've taken out this Policy, and
- 'Other terms', about how this Policy operates

## Comprehensive, third party, fire & theft and third party only exclusions

These exclusions apply to claims made under the 'Comprehensive', 'Third party, fire & theft' and 'Third party only' covers.

We won't cover	For example, but not limited to
<b>Theft of your vehicle:</b>	
By someone acting with your express or implied consent.	You ask someone to steal your vehicle.
By someone you lent it to.  This exclusion won't apply if you: <ul style="list-style-type: none"> <li>• Were deceived, and</li> <li>• Kept that person's driving licence or other form of legal identification.</li> </ul>	<ul style="list-style-type: none"> <li>• A friend after you gave them permission to drive it.</li> <li>• A prospective buyer steals your vehicle after you gave them permission to drive it.</li> </ul>
Because it was left unattended and unlocked in a public place.	Your vehicle is stolen after you left it unlocked in a supermarket car park.
<b>Damage to your vehicle:</b>	
Resulting from normal wear and tear, rust or corrosion.	The damage to your vehicle is from ageing or loss of value through ordinary use.
From structural failure, electrical or mechanical breakdown.	Costs to repair or replace: <ul style="list-style-type: none"> <li>• Worn out engines</li> <li>• Old radiators and water hoses, or</li> <li>• Faulty electrical systems.</li> </ul>
Caused by using the wrong fuel for the specific make and model of your vehicle and engine.	The engine is damaged because petrol was put into a vehicle that runs on diesel or vice versa.
To the tyres of your vehicle unless caused in an incident we've accepted a claim for.	The vehicle tyres are damaged because of braking, a puncture, cuts or bursting.

We won't cover	For example, but not limited to
<b>Theft of, or damage to:</b>	
Your vehicle because you failed to take reasonable steps to protect it from: <ul style="list-style-type: none"><li data-bbox="87 306 162 331">• Theft</li><li data-bbox="87 357 191 383">• Damage</li><li data-bbox="87 408 488 459">• Further damage after it's been involved in an incident.</li></ul>	Your vehicle's stolen after being left at the scene of an accident when it could've been towed to a safe place.
Personal effects	You left eyewear, clothing, jewellery, camping gear, sporting equipment, mobile phones or personal electronic devices in your vehicle and those items were either: <ul style="list-style-type: none"><li data-bbox="553 612 893 638">• Damaged in a fire or other incident</li><li data-bbox="553 663 852 689">• Stolen along with your vehicle.</li></ul>
<b>Financial or consequential loss</b>	
Any financial or consequential loss.	You lose a days' wages because you weren't able to get to work.

## Legal liability exclusions

These exclusions apply to claims made under the 'Legal liability' cover.

We won't cover	For example, but not limited to
<b>Legal liability:</b>	
For accidental bodily injury or death to someone where you or, in the case of a substitute vehicle, its owner, have or are required by law to have Compulsory Third Party (CTP) insurance .	You won't be insured under the legal liability cover for any vehicle or trailer: <ul style="list-style-type: none"> <li>• If CTP insurance applies</li> <li>• If CTP insurance should apply but doesn't because you failed to renew your vehicle registration (which includes CTP insurance) or failed to have CTP insurance in a State or Territory where you have to buy a separate policy</li> <li>• If you weren't required to have CTP insurance for the vehicle (because you use it only on private property or off road), but you were driving it at the time of the accident.</li> </ul>
For accidental bodily injury or death to family.	You injure someone in your family in an incident and they sue you.
For fines or penalties (including any interest and costs) incurred by you.	A Court orders you to pay a fine.
For any punitive, aggravated, exemplary, or multiple damages (including any interest and costs) against you.	A Court orders you to pay exemplary damages to someone injured by you in an incident.
Arising out of an undertaking or guarantee given by you without our written authority.	You signed a contract with another party to protect their interests.
For damage to property owned by you or in your possession, custody or control.	The cost to replace borrowed golf clubs after you accidentally drove over them with your vehicle.
Where there's an entitlement to claim an amount or benefit under a statute or other policy in respect of the liability.	Someone you injure is is entitled to claim workers' compensation benefits.

## General exclusions

These general exclusions apply to all sections of this Policy.

### Alcohol, drugs, driving licence

What we won't cover	For example, but not limited to:
<b>If you or a driver, at the time of the incident:</b>	
Were affected by alcohol or drugs to an extent that impaired the control of your vehicle	Charged with driving under the influence of alcohol or drugs.
Had a blood alcohol level exceeding the statutory limit for the State or Territory where the incident happened.	
Didn't hold a current driver licence which is valid in Australia, or failed to comply with the conditions of it.	You're driving a vehicle outside your licence class or condition.
<p>Refused to take a Police alcohol or drug test after the incident.</p> <p>This exclusion won't apply if:</p> <ul style="list-style-type: none"> <li>• The person driving your vehicle wasn't you or your family</li> <li>• We agree you had no reason to suspect the person was affected by alcohol or drugs or didn't have a driver's licence.</li> </ul> <p>If we do pay a claim because you were unaware the person driving your vehicle was affected by alcohol or drugs or didn't have a driver's licence, then we reserve the right to recover from that driver.</p>	You refuse to take a Police breathalyser test.

## Use of your vehicle

What we won't cover	For example, but not limited to:
<b>If at the time of the incident your vehicle was:</b>	
Not registered.	Your vehicle registration had expired when the incident occurred.
Being used for an unlawful purpose.	Your vehicle was being used by you in a robbery or was being used to transport illegal drugs or stolen goods.
Being used: <ul style="list-style-type: none"> <li>On a race track, speedway track or course</li> <li>For driver training or driver instruction on a race track, speedway track or course unless your Policy is endorsed for such use</li> <li>In preparation for a race, time-trial, hill-climb or any other competitive motor sport or contest</li> <li>In a rally or event where the road was closed to public traffic.</li> </ul>	There's no insurance when you use your vehicle on a race track for any reason, unless you have told us beforehand and we agreed to insure you by issuing an endorsement, shown on your Policy Schedule.
Being used to carry passengers for hire, fare or reward (this doesn't apply to car pooling, ridesharing or when driving as a volunteer for a registered charity).	Using your vehicle as a taxi.
Ridesharing if you haven't complied with applicable laws.	
Being let out on hire.	Allowing someone the temporary use of your vehicle in exchange for payment.

## Intentional acts

What we won't cover	For example, but not limited to:
<b>If the incident arose out of an intentionally harmful or damaging act by:</b>	
<ul style="list-style-type: none"> <li>You, a driver or a family member</li> <li>A person with the express or implied consent of you, a driver or family member</li> <li>A passenger of your vehicle or a substitute vehicle.</li> </ul>	Your vehicle is written off or you damage someone's property because you intentionally crashed into it.

## Vehicle condition

What we won't cover	For example, but not limited to:
<b>If at the time of the incident your vehicle was:</b>	
<p>In an unsafe, unroadworthy or illegal condition.</p> <p>This exclusion doesn't apply if:</p> <ul style="list-style-type: none"> <li>• The condition didn't contribute to the cause of the incident</li> <li>• You or a driver were unaware of the defect and it was reasonable to be unaware of it.</li> </ul>	<p>You drove your vehicle and an incident occurred after you knew it was unsafe to drive, including if the tyres were bald.</p>
<p>Overloading.</p>	<p>You drove your vehicle carrying a load bigger than it was designed to carry, or you overloaded your trailer with goods.</p>

## Operation of law, war or nuclear material

What we won't cover	For example, but not limited to:
<b>If the incident was caused by:</b>	
<ul style="list-style-type: none"> <li>• Lawful seizure, repossession or other operation of law</li> <li>• Invasion, war, civil war or rebellion</li> <li>• Nuclear weapons, nuclear fuel, waste or material</li> <li>• Acts of terrorism where such act is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.</li> </ul>	<p>Your financier repossessed your vehicle because you failed to keep up to date with your payments.</p>

## Sanctions limitation and exclusion clause

What we won't cover
<p>You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.</p>

## General conditions

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

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

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

### Assistance and co-operation

At all times when you deal with us you must:

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

### Care and maintenance

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

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

### Changes to your circumstances

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

Examples include:

- Changing the ownership of your vehicle
- Storing your vehicle at a different address
- Other drivers regularly using your vehicle,
- How you use your vehicle (see page 16)
- Modifying your vehicle.

Any of these changes may result in:

- Additional premium
- A particular driver being excluded
- A claim being refused, or payment reduced

### Other interests

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

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



## Other party's interests

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

## Other terms

These other terms apply to how your Policy operates.

### **Cancelling your Policy**

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

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

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

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

### **Changing your Policy**

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

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

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

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

### **Notices**

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

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



**“Here's what to do if you want to claim on your policy.”**

# Claims

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

This section includes:

- 'Repairing your vehicle' - terms which apply when we decide to repair your vehicle
- 'Write-offs' - describing what happens if we decide your vehicle is a write-off
- 'Excesses' - what you pay us when you make a claim, and
- 'Claims conditions' - which are your responsibilities and our rights after you've made a claim.

## What to do and what not to do after an incident

### What to do after an incident

**Prevent further loss or damage**

**Inform the Police** if something was stolen or vandalised, or if you're required by law to do so

**Take details** of other people involved in an incident or any witnesses to it

**Call us** as soon as possible

**Complete a claim form** if we require it

**Provide information** in support of your claim, including letters or notices given to you by another party

**Pay your excess**

### What not to do after an incident

**Admit guilt or fault** except in a Court or to the Police

**Offer or negotiate** to pay a claim or make repairs

**Admit liability**

**Dispose of damaged items** unless we've said you can

**Authorise repairs** except for essential temporary repairs

**Delay telling us about an incident** as it may reduce the amount we pay for your claim

**Give us false or misleading information**

## How a claim affects your sum insured

If we pay a claim:

- On a write off basis (also known as a total loss), your cover for that vehicle with us ends (see page 56)
- For the cost of repairs to your vehicle, your sum insured remains the same as it was before the claim.

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

## No claim bonus

If you don't claim on your Policy, we reward you with a no claim bonus. Your no claim bonus discount increases each year you don't claim until you reach our highest rating. It's also reviewed when you renew your Policy, based on any claims you've made during the period of insurance. You can either:

- Receive a higher rating (up to our highest rating)
- Receive a lower rating
- Stay at the same rating.

Your no claim bonus won't be affected if we agree someone else was at fault and you give us with their name, current residential address and vehicle registration. If someone else wasn't at fault, your no claim bonus will be affected and it may be reduced when you renew your Policy.

## Repairing your vehicle

### Choice of repairer

If you lodge a claim and we agree to repair your vehicle, we can refer you to a QBE accredited repairer or you can choose your own. You have to ask us before getting your vehicle repaired.

Where we recommend our accredited repairer, we'll:

- Give you the names of two repairers to get quotes from
- Need to inspect your vehicle before authorising repairs
- Pay the cost of repairs directly to the repairer we authorise.

If there's a QBE assessment centre near you, we'll explain how get your car assessed there.

Where you nominate a repairer, you must:

- Get a quote from an appropriately licensed repairer of your choice, however if you do we may need you to get a second quote from a repairer of our choice
- Allow us to assess your vehicle before authorising repairs

### Paying repair costs

We'll pay reasonable costs to have your vehicle repaired. In deciding reasonable costs we consider a number of factors, including:

- The advice of an experienced motor vehicle assessor we've appointed
- A quote from another repairer of our choice
- Any adjustment allowing for method of repair.

We'll pay the repairer directly.

### Authorising repairs without asking us first

If you authorise repairs without asking us first, we won't:

- Provide our lifetime guarantee on repairs (see page 29), or
- Where permitted by law, pay more than what we think is reasonable.

## Replacing damaged parts

### Within Manufacturer's Standard New Car Warranty period

If your vehicle's covered under the Manufacturer's Standard New Car Warranty (not including an extended warranty period), we'll only use manufacturer's approved parts in repairing your vehicle. If the part is a windscreen or a body glass then we may use non manufacturer parts but only if they're compliant with Australian Design Rules.

### Outside Manufacturer's Standard New Car Warranty

We may use new, recycled or reconditioned parts when repairing vehicles no longer covered under the Manufacturer's Standard New Car Warranty. Where the use of recycled or reconditioned parts is requested, we'll only use the parts if they're equal to or exceed the quality of the part being replaced.



### **You may have to contribute towards the cost of repairs**

In circumstances where the condition or appearance of your vehicle improves as a result of replacing old with new parts, or repainting more than the damaged area, we may need you to contribute towards the cost of repairs

#### **If parts and accessories are unavailable**

Where parts and accessories aren't available locally, we'll only pay:

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

We won't pay the extra cost of specially-made parts for your vehicle if standard parts aren't available.

## Write-offs

If we declare your vehicle a write off (otherwise known as a 'total loss'), and agree to pay your claim, cover for that vehicle will come to an end.

### Your premium after a write off

If you've paid your Policy in full there's no refund of premium as we've fulfilled our contract to you.

If you pay your Policy in instalments, we'll deduct the amount of any unpaid instalment up until your Policy renewal date from any claim payment we make to you, or will require you to pay this amount before settling your claim. If you've other vehicles insured on the Policy, then your regular instalments will be reduced up until your Policy renewal date to reflect the change in cover.

If you purchase another vehicle or we provide a replacement vehicle, new insurance cover is required. This may be a new policy, or it may mean adding the new vehicle onto your existing Policy.

### Security interests

If a security interest is registered over your vehicle, we'll:

- Pay the financier the sum insured, up to the amount required to discharge your loan or finance agreement
- If applicable, pay you the remaining balance of the sum insured, or
- Replace your vehicle where you've obtained the agreement of your financier.

If no security interest is registered over your vehicle, we'll:

- Pay you the sum insured
- Replace your vehicle, if a similar make and model is available, provided:
  - You're the original owner and have insured your vehicle with us from new,
  - Your vehicle is less than two years old and has been driven less than 20,000kms

If you've paid for the four year new car replacement optional benefit we'll replace your vehicle according to the conditions on page 34.

### Discharging a security interest

You must take our required steps to remove any security interest in your vehicle after your loan or finance agreement has been discharged.

## Excesses

An excess is an amount you have to pay whenever you make a claim.

The number of excesses and the amounts you pay are shown on your Policy Schedule. If more than one excess applies, you'll have to pay the total of all the excesses. If we find your claim involves more than one incident, you'll have to pay the applicable excesses for each incident.

Excess type	When it applies
A vehicle excess	<p>This excess is the first amount you have to pay.</p> <p>All vehicles carry a standard excess, and you may also choose to reduce your premium by taking a voluntary excess. The sum of these will be shown on your Policy Schedule as the total vehicle excess.</p>
An age excess	<p>This excess applies if the driver at the time of the incident is within the specified age group on your Policy Schedule.</p> <p>This excess doesn't apply when:</p> <ul style="list-style-type: none"> <li>• The only damage to your vehicle is to the windscreen or window glass</li> <li>• The incident is a result of fire, explosion, lightning, flood, theft or where your vehicle is damaged while parked.</li> </ul>
An inexperienced driver excess	<p>This excess applies if the driver at the time of the incident is within the specified age group on your Policy Schedule and has held their full Australian driving licence for less than two years.</p>
An unlisted driver excess	<p>This excess applies when your Policy Schedule includes listed drivers and your vehicle's being driven by a person who's not listed.</p>
An imposed excess	<p>This is an excess we may require in order to cover your vehicle. If an imposed excess has been applied it'll be shown on the Policy Schedule for that vehicle.</p>
A named driver excess	<p>In order to insure certain drivers on your Policy, we may have to apply an excess specifically to them.</p> <p>This excess is payable when a driver listed on the Policy Schedule has this excess showing against their name and is driving your vehicle at the time of the incident.</p>

### When you won't have to pay an excess

There are three circumstances where we won't require you to pay certain excesses.

**All excesses**

You won't have to pay any excesses if your vehicle is damaged in a collision with another vehicle and all of the following apply:

- We agree the other driver involved in the collision was totally at fault
- You can give us the name and address of the other driver and the registration number of the other vehicle
- The other driver isn't a family member.

**Unlisted driver excess**

You won't have to pay an unlisted driver excess if you can prove to us your vehicle was stolen or damaged while being driven:

- Without your consent
- By a person in the motor trade who was servicing or repairing it, or was an attendant parking it, or who used it because a serious medical emergency had arisen

**Excess free windscreen and window glass protection**

You won't have to pay a vehicle excess on any glass claim if you've taken out our Excess free windscreen and window glass protection (see page 34).

## Claims conditions

### Contribution and other insurance

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

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

### Salvage

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

### Providing proof

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

- Police reports
- Medical reports
- Proof of loss or damage
- Proof of ownership
- Receipts or tax invoices

We won't pay any claim when the only proof of ownership is:

- A photograph
- A photocopy of any documentation
- A copy of information downloaded from the internet

Unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for.

### GST

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

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

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

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

## **How claims administration and legal proceedings are undertaken**

When a claim is made we have the right, at our discretion, to exercise all the legal rights of the person making the claim relating to the incident and to do so in their name. We'll take full control of the administration, conduct or settlement of the claim including any recovery or defence we think necessary.

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

## **Subrogation, recovery action & uninsured loss**

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

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

## **Preventing our right of recovery**

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





**For enquiries, claims and customer service  
call 133 723 or visit [qbe.com.au](http://qbe.com.au)**

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