

# MOTOR VEHICLE

## INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY





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STATEMENT AND POLICY

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This Product Disclosure Statement (PDS) has been designed to help you get the most out of your policy.

Use the contents pages and topic index to help find what you are looking for. Important tasks such as taking out insurance or making a claim are explained in easy to follow steps. And we have included a glossary of words with a special meaning.

When you take out an insurance policy with us, the cover we agree to provide you is set out in your current schedule, and described in this PDS, as well as any Supplementary PDS we may issue. Together, they make up the terms and conditions of your insurance contract with us. Read them carefully and store them together in a safe place.

If you need more information about this PDS, please contact us or your insurance adviser.

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# About This Insurance

## A brief overview

Motor Vehicle Insurance provides cover for your car, motorcycle, trailer and horse float, anywhere in Australia. These types of vehicles are referred to as 'your vehicle' in this booklet. Under this insurance you can choose from three different levels of cover, and three types of policies.

## Levels of cover you can choose from

You can choose from three levels of cover, depending on your needs and your type of vehicle.

### **You can choose from:**

Comprehensive for cars, motorcycles, trailers **or** horse floats.

**Third Party Fire And Theft** for cars or motorcycles, **or**

**Third Party Property Damage** for cars or motorcycles.

**Comprehensive** provides cover for:

- loss or damage to your vehicle, **and**
- your legal liability for loss or damage to another person's vehicle or property.

Third Party Fire and Theft provides cover for:

- loss or damage to your vehicle by fire or theft only, **and**
- your legal liability for loss or damage to another person's vehicle or property.

Third Party Property Damage provides cover for:

- your legal liability for loss or damage to another person's vehicle or property.

You can also broaden the scope of your cover by adding options to your cover.

To find out **what this policy covers**, see page 6 ►

# Types of policies you can choose from

We provide three types of policies for you to choose from.

**Motor Vehicle Insurance Policy** – available under all levels of cover. This policy provides cover for your car, motorcycle, trailer or horse float.

**Nominated Driver Motor Vehicle Insurance Policy** – available under all levels of cover, but only available for cars.

If you choose this policy, we will calculate your premium on the basis that your car will be driven by no more than two nominated drivers who are 25 years of age or over.

The drivers you nominate will be listed on your schedule.

Under this policy we will not cover any loss, damage or liability if your vehicle is driven by someone who is under 25 years of age, unless it is being:

- parked by a parking attendant
- repaired, serviced or tested, **or**
- used to transport a person in the event of a medical emergency.

**Nominated Driver Low Kilometre Motor Vehicle Insurance Policy** – available under Comprehensive cover, but only available for cars.

If you choose this policy, your premium will be calculated on the basis that your car:

- will be driven by no more than two nominated drivers who are 25 years of age or over, **and**
- will not be driven more than **10,000** kilometres during your period of insurance.

The drivers you nominate will be listed on your schedule.

If you exceed the 10,000 kilometre limit, you may also need to pay an additional premium.



Under this policy we will not cover any loss, damage or liability if your vehicle is driven by someone who is under 25 years of age, unless it is being:

- parked by a parking attendant
- repaired, serviced or tested, **or**
- used to transport a person in the event of a medical emergency.

This policy is not offered in Tasmania.

## No Claim Bonus

We reward good driving by giving you a discount on your premium for each year that you do not make an at-fault claim while you are insured with us. We will reduce your premium in this way until you reach the maximum No Claim Bonus. If you make an at-fault claim, your No Claim Bonus will be reduced when you renew your policy.

If your car or motorcycle is involved in an incident, we will not reduce your No Claim Bonus if:

- we decide the incident was not your fault, and you provide us with the name, current residential address and vehicle registration of the person who caused the incident, **or**
- your claim is for damage caused by a storm or other naturally occurring event.

If you make a claim and we decide that you are at-fault, your No Claim Bonus will be reduced when you renew your policy.

Earned No Claim Bonus Protection provides you with one at-fault claim during your period of insurance without it affecting your No Claim Bonus.

If you make more than one at-fault claim during your period of insurance, your No Claim Bonus will be reduced at the next renewal of your policy.

You will be eligible for Earned No Claim Bonus Protection if you have:

- held your driver's licence for eight years or more, and not had any at-fault incidents in the last two years, or
- been on the maximum No Claim Bonus with us for a consecutive two-year period and not had any at-fault claims in the past two years.

If you have the Earned No Claim Bonus Protection, it will be listed on your current schedule.

The No Claim Bonus only applies to Comprehensive cover for your car or motorcycle.

For optional **No Claim Bonus**, protection, see page 16 ►

## Excesses that may apply when you make a claim

An 'excess' is your contribution towards the cost of a claim. We will tell you if you need to pay an excess when you make a claim.

There are four types of excesses that may apply:

- basic excess – the basic excess that applies to your policy, which varies depending on the make and model of your vehicle, and the State or Territory your vehicle is used
- age excess – applies when the driver of your vehicle is less than 25 years of age
- inexperienced driver's excess – applies when the driver of your vehicle is 25 years of age or over and has not held a driver's licence for the two consecutive years before the claim occurs
- additional excess – applies when we have agreed to cover your vehicle, or any person authorised to drive your vehicle, under special terms.

The type of excess that applies to your policy and the amount of that excess will be listed on your schedule.

You may need to pay more than one type of excess when you make a claim. You will only need to pay this amount once when you make a claim.

If you have a Nominated Driver Motor Vehicle Insurance Policy, or a Nominated Driver Low Kilometre Motor Vehicle Insurance Policy, and your vehicle is driven by someone other than a nominated driver, and that driver is 25 years of age or over, we will:

- double the basic excess, **and**
- double the inexperienced driver's excess (if applicable).

An excess will not apply if:

- the incident was not the fault of the driver of your vehicle, and we are provided with the contact details of the person who caused the incident, including their name, current residential address and vehicle registration, and who they are insured with
- you have selected the Windscreen Extension Option, it is listed on your schedule, and you are only making a claim for windscreen or window glass damage.

# What This Policy Covers

## Incident cover

If you have a Comprehensive or Third Party Fire and Theft policy, we will cover your vehicle for loss or damage as a result of any incidents that we have agreed to cover.

There are a number of incidents we will only cover under specific conditions. These are listed on the following pages.

When you make a claim and you are at fault

- your No Claim Bonus may be reduced, and
- you will need to pay any excesses that apply
  - your excess is based on who is driving your vehicle and your vehicle type, and is payable once when you make a claim.

For **exclusions to this cover**, see page 18 ►

## Accidental damage

### COMPREHENSIVE

We will cover your vehicle for accidental damage, including damage as a result of a collision.

We will not cover your vehicle for loss or damage caused by:

- bushfire or grassfire, **or**
- a named cyclone
- within 48 hours of the start date of your policy, **unless**
- you took out your insurance with us immediately after another insurance policy covering the same vehicle ended, without a break in cover, **or**
- you:
  - had entered into a contract of sale to purchase your vehicle, or a contract to lease your vehicle, **and**
  - took out your insurance with us for the vehicle prior to taking possession of the vehicle.

For a definition of **accidental damage**, see Glossary page 39 ►

## Fire

### COMPREHENSIVE

#### THIRD PARTY FIRE & THEFT

We will cover your vehicle for loss or damage as a result of fire.

We will not cover your vehicle for loss or damage caused by bushfire or grassfire within 48 hours of the start date of your policy, **unless**:

- you took out your insurance with us immediately after another insurance policy covering the same vehicle ended, without a break in cover, **or**
- you:
  - had entered into a contract of sale to purchase your vehicle, or a contract to lease your vehicle, **and**
  - took out your insurance with us for the vehicle prior to taking possession of the vehicle.

## Storm or flood

### COMPREHENSIVE

We will cover your vehicle for loss or damage as a result of storm or flood.

We will not cover your vehicle for loss or damage caused by a named cyclone within 48 hours of the start date of your policy, **unless**:

- you took out your insurance with us immediately after another insurance policy covering the same vehicle ended, without a break in cover
- you:
  - had entered into a contract of sale to purchase your vehicle, or a contract to lease your vehicle, **and**
  - took out your insurance with us for the vehicle prior to taking possession of the vehicle.

For a definition of **flood**, see Glossary page 39 ►

## Theft or attempted theft

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

We will cover your vehicle for loss or damage as a result of theft or attempted theft. We also cover theft of the keys to your vehicle.

The theft or attempted theft must be reported to the Police.

See **Re-coding of locks and barrels after theft of keys**, on page 11 ►

## Vandalism or a malicious act

COMPREHENSIVE

We will cover your vehicle for loss or damage as a result of vandalism or a malicious act.

The vandalism or malicious act must be reported to the Police.

For a definition of a **malicious act**, see Glossary page 39 ►

## Additional cover included in this insurance

Your insurance includes a range of covers we refer to as ‘additional cover’. These covers are listed on the following pages. The additional cover provided depends on whether you have Comprehensive, Third Party Fire and Theft or Third Party Property Damage cover.

When you make a claim and you are at fault:

- your No Claim Bonus may be reduced, **and**
- you will need to pay any excesses that apply:
  - your excess is based on who is driving your vehicle and your vehicle type, and is payable once when you make a claim.

For **exclusions to this cover**, see page 18 ►

## **Baby capsules and child seats**

COMPREHENSIVE

If baby capsules or child seats are damaged while in your vehicle, or stolen from your vehicle, we will cover their replacement cost.

This cover only applies to cars.

## **Emergency or temporary repairs**

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If your vehicle needs emergency or temporary repairs so that it can be driven or used, we will cover the cost of repairs, up to \$500 (inclusive of GST) per incident.

The emergency or temporary repairs must be a result of an incident we have agreed to cover.

We will need receipts of the repairs.

## **Funeral expenses**

COMPREHENSIVE

If the driver of your vehicle dies as a result of a collision, we will pay the driver's estate up to \$5,000 (inclusive of GST) towards any funeral expenses.

We will only cover the funeral expenses if a funeral is held.

The death must result from a physical injury that occurred within 12 months of the vehicle collision that we have agreed to cover.

We will need a certified copy of the Death Certificate and any other evidence to support the claim.

We will not cover the cost of funeral expenses for any unauthorised drivers or other occupants of the vehicle.

This cover only applies to cars.

## **Helmets and protective clothing**

COMPREHENSIVE

If your helmet or any other protective clothing is stolen from your motorcycle or damaged in an incident, we will pay for the cost to replace them, up to \$250 (inclusive of GST).

This cover only applies to motorcycles.

## Hire vehicle costs after theft or attempted theft

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If your vehicle is stolen, or if it is unsafe to drive, ride or tow as a result of theft or attempted theft, we will pay (inclusive of GST) the cost of a hire vehicle from the time the theft or attempted theft occurred.

We will only cover the cost of a hire vehicle:

- until your vehicle is recovered and repaired, **or**
- until we settle your claim if your vehicle is a total loss

up to a total of 14 days, whichever is the shortest period of time.

The hire vehicle must be similar to your own vehicle:

- we will help to arrange a hire vehicle similar to your own vehicle.

We will not cover:

- loss or damage to the hire vehicle, or any costs to run the hire vehicle, including the cost of fuel
- any insurance excess or other costs, including rental bonds which you may be liable for under the hire agreement, **or**
- any other additional hire costs.

## Legal costs for a coronial inquiry

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

THIRD PARTY PROPERTY DAMAGE

If you, a nominated driver or an authorised driver require legal representation before a coroner, we will cover the legal costs, up to \$5,000 (inclusive of GST).

We will only cover legal costs:

- for you, the nominated driver or the authorised driver
- for a coronial inquiry that occurs as the result of an incident we have agreed to cover.



## Personal items

COMPREHENSIVE

If personal items are damaged in an incident or stolen from your locked car, we will cover the cost to repair or replace them, up to \$500 (inclusive of GST).

We will only cover loss or damage as a result of theft or attempted theft from a locked car.

The theft or attempted theft of personal items must be reported to the Police.

We will not cover:

- money, cheques, financial transaction cards, **or**
- property used for earning an income.

This cover only applies to cars.

For a definition of **personal items**, see Glossary page 40 ►

## Removal of debris

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If your vehicle is damaged, we will cover the reasonable costs to remove the vehicle debris from the site where it occurred.

The debris must occur as a result of an incident we have agreed to cover.

## Re-coding of locks and barrels after theft of keys

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If the keys to your vehicle are stolen, we will cover the cost to repair and re-code your locks and barrels, up to \$1,000 (inclusive of GST).

We will provide this cover:

- if the keys to your vehicle are stolen, **and**
- the locks and barrels to your vehicle are not damaged.

The theft must be reported to the Police.

## Replacing your vehicle after a total loss

### COMPREHENSIVE

If your vehicle is a total loss as a result of an incident, we may decide to replace your vehicle with a new vehicle.

We will only do this if your vehicle is:

- a car less than two years old and has not travelled more than 30,000 kilometres, **or**
- a car more than two years old, but less than three years old, and has not travelled more than 50,000 kilometres, **or**
- a motorcycle less than one year old.

The vehicle replacement must occur as a result of an incident we have agreed to cover.

For details of **how we settle total loss claims**, see page 34 ►

## Storage costs for your vehicle

### COMPREHENSIVE

#### THIRD PARTY FIRE & THEFT

If your vehicle is put into storage while we settle your claim, we will cover the reasonable storage costs.

We will only cover the storage costs from the time the claim is lodged until the claim is settled.

The storage must occur as a result of an incident we have agreed to cover.

## Towing and transport of your vehicle

### COMPREHENSIVE

#### THIRD PARTY FIRE & THEFT

If your vehicle is damaged in an incident and cannot be driven or used, we will tow it from the scene of the incident to:

- a place of safety
- the nearest repairer, or
- any other place we agree to.

We will cover the cost of one tow, however:

- if there is more than one tow, we will decide if it is covered.

In addition, if the incident occurs more than 100 kilometres from your home, we will also cover the cost of transporting your vehicle, up to \$500 (inclusive of GST). If we do this, we will cover:

- transport from the place where your vehicle is repaired
  - if it is repaired more than 100 kilometres from your home, we will transport it to your home after the repairs have been completed, **or**
- transport to a repairer in your local area.

The tow or transport of your vehicle must occur as a result of an incident we have agreed to cover.

We will only provide this cover under Third Party Property Damage if you are making a claim for uninsured motorist damage.

## **Trailers attached to your vehicle**

### COMPREHENSIVE

If a trailer suffers loss or damage while attached to your vehicle, we will pay:

- the cost to repair your trailer, or
- you the market value of your trailer

up to \$1,000 (inclusive of GST), whichever is the least amount.

The trailer must be attached to your vehicle at the time of the incident.

The loss or damage to your trailer must occur as a result of an incident we have agreed to cover.

We will not cover the contents of the trailer.

## Transport or accommodation when you are away from home

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If your vehicle is damaged in an incident more than 100 kilometres from your home and cannot be driven or used, we will cover the cost of:

- transportation for you and your passengers to your home or destination, **or**
- temporary accommodation for you and your passengers for one night

up to \$500 (inclusive of GST) in total.

The damage to your vehicle must occur as a result of an incident we have agreed to cover.

## Uninsured motorist damage

THIRD PARTY FIRE & THEFT

THIRD PARTY PROPERTY

If your vehicle suffers loss or damage as a result of a collision with an uninsured vehicle and you are not at fault, we will cover the cost to repair your vehicle, including towing your vehicle up to \$5,000 (inclusive of GST).

The vehicle that caused the damage to your vehicle must be uninsured.

You will need to provide us with:

- the name and current residential address of the driver responsible for the collision
- registration details of the other vehicle
- proof that the other vehicle was uninsured.

We must agree that the collision was the other driver's fault.

For **towing and transport of your vehicle**, see page 12 ◀

# Liability cover

We will cover you, a nominated driver, an authorised driver, or passengers of your vehicle, for legal liability if your vehicle or a substitute vehicle is involved in an incident that causes loss or damage to someone else's property, or death or bodily injury to other people.

## Liability

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

THIRD PARTY PROPERTY

We will cover liability claims up to \$30,000,000 (inclusive of GST) for any incident.

This amount includes any legal costs that must be paid to defend the claim and any costs awarded against the person who was at-fault.

We will cover you, a nominated driver or an authorised driver for any liability that arises from:

- loading or unloading goods
- the use of your vehicle or substitute vehicle, or any one trailer, caravan or broken down vehicle attached to your vehicle
- goods falling from your vehicle or substitute vehicle, **or**
- using your vehicle or substitute vehicle on behalf of you or their employer, principal, partner or the Australian, State or local government.

We will cover passengers of your vehicle for any liability that arises from getting in or onto, being in or on, or getting out of or off your vehicle or a substitute vehicle.

We will only cover liability for death or bodily injury when there is no insurance required by law that already provides this cover. If this insurance was available to you and you did not take it, we will not pay the claim.

For **exclusions to this cover**, see page 18 ►

# Optional cover that can be added to your policy

You can broaden the scope of your cover by adding one of the following options. You will need to apply for this cover, and pay an additional premium. Any options that we agree to add to your policy will be listed on your current schedule.

## Windscreen extension

COMPREHENSIVE

If you add this option, we will cover the costs to repair or replace the windscreen or window glass of your vehicle when there is no other damage, without:

- affecting your No Claim Bonus, **and**
- you paying an excess.

We will only cover this once during your period of insurance.

This option does not apply to trailers.

For **exclusions to this cover**, see page 18 ►

For more **options you can add to your policy**, see next page ►

## One at-fault claim protection

COMPREHENSIVE

If you add this option, we will protect your No Claim Bonus for one at-fault claim during your period of insurance.

To be eligible, you must be on the maximum No Claim Bonus.

If you make more than one at-fault claim during your period of insurance, your No Claim Bonus will be reduced at the next renewal of your policy.

You may automatically qualify for Earned No Claim Bonus Protection. This option only applies to Comprehensive cover for your car.

For **exclusions to this cover**, see page 18 ►

To find out about your **No Claim Bonus**, see page 3 ◀

## All at-fault claims protection

### COMPREHENSIVE

If you add this option, we will protect your No Claim Bonus for all at-fault claims during your period of insurance.

To be eligible, you must be on the maximum No Claim Bonus.

You may automatically qualify for Earned No Claim Bonus Protection. However, you will still need to choose this option if you want to be protected for all at-fault claims.

This option only applies to Comprehensive cover for your car.

For **exclusions to this cover**, see page **18** ►

To find out about your **No Claim Bonus**, see page **3** ◀

# Exclusions To Your Cover

Any cover we provide is subject to the following exclusions.

## Incident, additional, and optional cover exclusions

We will not cover:

- any other costs you incur because your vehicle is damaged, stolen or burnt
- reduction in value of your vehicle due to its age and condition
- costs of any part, or parts, of your vehicle that wear out
- repairing or replacing parts that have failed or broken down
- rust or corrosion in, or on, your vehicle
- failure of the body and frame of your vehicle, or mechanical or electrical breakdown, **unless**:
  - the failure or breakdown results in damage to your vehicle by accident or fire
- damage to the tyres on your vehicle that occurs by applying the brakes, or by punctures, cuts or bursting of the tyres.

## Liability exclusions

We will not cover:

- penalties, fines or awards of aggravated, exemplary or punitive damages made against you, a nominated driver, an authorised driver, or a passenger
- incidents where there is insurance required by law that provides cover for your liability, or it was available to you, and you did not take it out
- any disease that is transmitted by you, any member of your family who normally lives with you, a nominated driver, an authorised driver, or any passengers.
- liability for any agreement or contract you, a nominated driver, or an authorised driver enter into, **unless**:
  - the nominated driver, or the authorised driver would have been liable without the agreement or contract



- damage to property that belongs to, or that is in the control of:
  - you, any member of your family who normally lives with you, or any other person who normally lives with you
  - a nominated driver, or any member of the nominated driver's family who normally lives with that nominated driver
  - an authorised driver, or any member of the authorised driver's family who normally lives with that authorised driver
  - any person you, a nominated driver, or an authorised driver employ,

**however:**

we will pay claims arising from damage to a residential building that is rented and occupied by any of the above people

- personal injury to:
  - you, any member of your family who normally lives with you, or any other person who normally lives with you
  - a nominated driver, or any member of the nominated driver's family who normally lives with that nominated driver
  - an authorised driver, or any member of the authorised driver's family who normally lives with that authorised driver
  - any person you, a nominated driver, or an authorised driver employ.

## General exclusions

We will not cover any loss, damage or liability:

- that occurs outside Australia
- that does not occur within your period of insurance
- if there is a special condition listed on your current schedule that states that there is no cover when the vehicle is driven by a specified person, and that person was driving the vehicle at the time of the incident
- deliberately caused by you, a member of your family, a nominated driver, or an authorised driver

- where you, a nominated driver, or an authorised driver
  - had a blood alcohol level higher than the level allowed by law
  - were under the influence of alcohol or drugs
  - refused a test to determine alcohol or drug levels, including a failure to report to a Police station within the legal time frame following an incident that requires a drug or alcohol test, **or**
  - did not remain at the scene of the incident for the time required by law, or until the Police arrived without any reasonable excuse

however, this exclusion will only apply to you if you knew, or should have known, that the nominated driver, or the authorised driver was under the influence of alcohol or drugs, or had a blood alcohol level higher than the level allowed by law:

- the law that will apply is the law of the State or Territory where the loss, damage or liability occurred.
- if you have chosen a Nominated Driver Motor Vehicle Insurance Policy or a Nominated Driver Low Kilometre Motor Vehicle Insurance Policy and your vehicle is driven by someone who is under 25 years of age, unless it is being:
  - parked by a parking attendant
  - repaired, serviced or tested, **or**
  - used to transport a person in the event of a medical emergency
- if your vehicle or a substitute vehicle is being used for:
  - an unlawful purpose
  - hire
  - carrying passengers and you, a nominated driver or an authorised driver get paid for doing so (this does not include a private transport pooling arrangement, or if your employer pays you a travel allowance)
  - carrying goods and you or a nominated driver or authorised driver are paid for doing so
  - any purpose other than that for which your vehicle was made
  - a motor sport

- that arises from the lawful destruction or confiscation of your property
- if you have not met your responsibilities to us.

Check **your responsibilities**, see page 22 ►

- if your vehicle or a substitute vehicle is:
  - in an unsafe condition, and you knew, or should have known that it was unsafe to use
  - used, or driven by, an unlicensed driver
  - unregistered, **unless** you have told us about it, and we have agreed to cover the vehicle
  - damaged in an incident and you do not take reasonable steps to prevent further loss or damage, including if your vehicle is stolen and then found, and you have been told where it is.

We will not cover any loss, damage or liability as a result of:

- war or warlike activity:
  - war does not have to be declared
- hostilities, rebellion, insurrection or revolution
- contamination by chemical and/or biological agents, which results from an act of terrorism
- anything nuclear or radioactive
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any data, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any data, **unless**:
  - it results in loss or damage to your vehicle for an incident that we have agreed to cover.

# Your Responsibilities To Us

## Your duty of disclosure

When you take out, renew, or change or vary a policy, or when you make a claim, you have a duty to answer our questions truthfully and provide us with any information that could affect our decision to insure you, or the terms of your policy. This is called your 'duty of disclosure'.

### **What you must tell us when you apply to take out this policy**

When applying to take out insurance we will ask you certain questions. When answering these questions, you must be honest, and you have a duty under the *Insurance Contracts Act 1984* to tell us anything:

- known to you, **and**
- which a reasonable person in the circumstances, would include in answer to any question.

We will use your answers to help us decide whether to insure you and anyone else under this policy, and on what terms.

### **Who you are answering the questions for**

It is important that you understand you are answering the questions in this way on behalf of yourself and anyone else that you want to be covered by the policy.

### **If you do not answer our questions in this way**

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

## Renewal, variation, reinstatement or extension of your policy

When your policy is renewed, varied, reinstated or extended you have a duty, under the *Insurance Contracts Act 1984*, to tell us anything that you:

- know, **or**
- could reasonably be expected to know

is relevant to our decision whether to accept the risk of insurance and on what terms.

Your duty does not require disclosure of anything that:

- diminishes the risk to be undertaken by us
- is of common knowledge
- we know or, in the ordinary course of business, ought to know, **or**
- is a matter that we indicate your duty has been waived by us.

## If you do not comply with your duty of disclosure

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

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

## Your responsibilities when you are insured with us

In addition to your duty of disclosure, there are other responsibilities that you must meet when you are insured with us.

### You must tell us if:

- any changes have been made to:
  - the address where your vehicle is usually kept
  - the way your vehicle is used
  - the regular drivers of your vehicle
- you have added any modifications, manufacturer's options or accessories to your vehicle

- any drivers of your vehicle have:
  - committed any driving or criminal offence, or
  - had their licence suspended, cancelled or restricted
- there are any changes in circumstances during the period of insurance.

In addition, you must also:

- be truthful and frank in any statement you make in connection with your policy
- pay your premium, including paying instalments regularly
- take reasonable precautions to avoid a claim being made
- obey all laws and make sure anyone acting on your behalf obeys all laws
- not make a fraudulent claim under this insurance policy or any other policy
- follow the conditions of this policy.

## Your responsibilities when you make a claim

When you make a claim you must meet a number of responsibilities.

### **You must:**

- be truthful and frank in any statement you make in connection with a claim
- take safe and reasonable steps to prevent any further loss, damage or liability occurring
- inform the Police as soon as possible if your vehicle is lost, stolen, vandalised or maliciously damaged
- keep all damaged property so we can inspect it if required
- give us any information or assistance we require to investigate and process your claim:
  - this may include you, or any driver, or any other occupant of your vehicle providing statements or information to investigators or assessors, even after a claim has been settled
- not pay or promise to pay for a claim, or admit responsibility for a claim

- not repair or replace any damaged property without our consent.

In addition, you also give us your rights to claim from anyone else:

- if you have a right to claim from anyone else for an incident covered by us, you give us your rights to make that claim, to conduct, defend or settle any legal action and to act in your name – *you must not do anything which prevents us from doing this and you must give us all the information and cooperation that we require.*

## If you do not meet your responsibilities

If you do not meet your responsibilities, we may refuse or reduce a claim, cancel your policy, or do both. If we cancel your policy we will advise you in writing.

# Our Commitment To You

## The General Insurance Code of Practice

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

### The objectives of the code are:

- to promote better, more informed relations between insurers and their customers
- to improve consumer confidence in the general insurance industry
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, **and**
- to commit insurers and the professionals they rely upon to higher standards of customer service.

### Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code.

See **back cover** for contact details ►

## Our guarantee

Our Guarantee assures you of quality insurance and service at all times.

### Fair dealing guarantee

We will meet any claims covered by your policy fairly and promptly.



## Money back guarantee

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 21 days with a full refund of your premium. However, your cooling-off period no longer applies if you make a claim within this time.

## Repair guarantee

If repairs we have authorised for your vehicle are faulty, and we have agreed they are faulty, we will arrange to have them fixed at no cost to you.

However, you must allow us to inspect your vehicle before any faulty repairs are fixed.

This guarantee is for the life of the vehicle. This guarantee is in addition to any statutory rights and warranties that you may be entitled to.

Wear and tear is not covered by this guarantee.

## Service guarantee

We will provide you with the highest standard of service.

## How CGU protects your privacy

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

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

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

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

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

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

# How To Take Out Insurance

## How to apply for insurance

- 1. If you are taking out a policy with us for the first time, contact us or your insurance adviser, or apply on line at [www.cgu.com.au](http://www.cgu.com.au). You can also send correspondence to GPO Box 9902, in your capital city**

If we agree to insure you, we will send you a schedule setting out the details of your policy.

Check **your responsibilities**, on page 22 ◀

- 2. Pay your premium**

See **Your premium**, on page 31 ▶

## How to renew your insurance

- 1. If you already have a policy with us, we may send you an offer to renew your insurance before your current policy expires**

We will send you an updated schedule and quote a premium based on the information contained in your current policy.

If you have any questions, contact us or your insurance adviser

- 2. Review the proposed policy and premium we offer**

If you paid your last premium by instalments, we will continue to deduct payments from your nominated account.

If you paid your last premium in one lump sum, we must receive your payment by the due date, otherwise your vehicle will not be insured.

Check **your responsibilities**, on page 22 ◀

### 3. Pay your premium

See **Your premium**, on page 31 ►

### 4. Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

## How to change your policy

### 1. Contact us or your insurance adviser to change or vary your policy

You will be sent an endorsement schedule that includes any changes or variations you have requested and we have agreed to, and any conditions we may have applied to that agreement.

### 2. Check the changes

### 3. Pay any additional premium if it has increased

We will tell you if your premium has increased. If you pay your premium by instalments, we will adjust your instalments and continue to deduct the new amount from your nominated account. If you pay your premium in one lump sum, we must receive your additional payment within one month.

## How to cancel your policy

### 1. If you want to cancel your policy contact us, or your insurance adviser

We may need your request in writing. If you cancel your policy before it ends, we will refund an amount for the unused premium.

# If you replace your vehicle

## 1. If you replace your vehicle with another vehicle, your cover for the original vehicle will end

If you replace your vehicle within one month of disposing of it, we will provide the same cover for your replacement vehicle for 14 days from the date you take possession of it.

## 2. If you wish to continue cover for your replacement vehicle

You will need to contact us or your insurance adviser to take out a policy within 14 days, or your cover will end. If we do continue the cover, we will advise you of any change to the premium or terms of the insurance.

# Your premium

## 1. How we calculate your premium

We will base your premium on the policy type, level of cover, options you have chosen, whether you have nominated a market or agreed value for your vehicle, any excesses or special conditions that apply, and on the value of your vehicle, the age, make and model of your vehicle, if there are any modifications, manufacturers options or accessories, where your vehicle is kept, and what your vehicle is used for. Your premium is also affected by the age, driving experience and claims history of the drivers.

Premiums are also subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty.

Your premium, including any taxes and charges, will be listed on your schedule.

## 2. How to pay your premium

You may pay your premium in one lump sum, or by instalments.

If you pay in one lump sum you can pay by cash, cheque or credit card.

If you pay your premium by instalments you can pay by direct debit from a financial institution or from your credit card.

We may cancel your policy if:

- you do not pay your premium
- your cheque or credit card is dishonoured by your financial institution, **or**
- you pay your premium by instalments and you are more than one month behind.

We may refuse to pay a claim if:

- you pay by instalments and at least one instalment of the premium has remained unpaid for a period of at least 14 days.

# How To Make A Claim

## How to make a claim

### 1. Make sure you have all the information you need to support your claim

We will need:

- contact details of any people involved in the incident, including their name, current residential address and vehicle registration and who they are insured with
- any letters, notices or court documents about the incident within 72 hours of receiving them
- the incident report number for any claims in relation to theft or attempted theft, vandalism or a malicious act
- the Police will provide you with this number when you report the incident to them.

### 2. Contact us or your insurance adviser to make a claim

You need to make your claim as soon as possible – any delays may reduce the amount that we pay, or prevent us from paying a claim.

We will give you immediate advice and assistance with your claim, 24 hours a day, 7 days a week.

We will ask you a range of questions to help us assess your claim. Remember that a claim made by one person is treated as a claim made by all of the people listed as the insured on your schedule.

We may:

- ask you to provide us with proof of ownership of your vehicle, or any personal items, baby capsules or child seats
- need to inspect your vehicle
- need quotations from a repairer.

To find out about **your responsibilities when you make a claim**, see page 24 ◀

To find out **how we settle a claim**, see next page 34 ▶

# How we settle your claim

## 1. We will decide how we will settle your claim

If your vehicle suffers loss or damage as a result of an incident that we have agreed to cover, we will decide whether to:

- repair your vehicle, **or**
- replace your vehicle, **or**
- pay you the cost to repair your vehicle, **or**
- pay you the agreed or market value as listed on your current schedule.

When we settle a claim for any additional covers under your policy, we will decide whether to:

- repair them, **or**
- replace them.

We will pay up to the maximum amount for that cover as listed in the additional covers section.

If your claim is a liability claim, we may choose to take over the defence of the claim.

When we settle your claim, the law that will apply is the law of the State or Territory where the loss, damage or liability occurred.

If you make a claim under Comprehensive cover for your car or motorcycle, your No Claim Bonus may be affected.

To find out about your **No Claim Bonus**, see page 3 ◀

## 2. If you need to pay an excess

We will tell you if you need to pay the excess to us, the repairer or the supplier. If we settle your claim we may deduct the amount of excess from the amount we settle your claim for.

To find out **what types of excess may apply**, see page 4 ◀



### 3. If we decide your vehicle should be repaired, you can choose your own repairer or we can help you find one. We will also assist by arranging towing if your vehicle cannot be driven

If we authorise the repairer, we will deal directly with them about payment.

If we choose to pay you, we will pay you the fair and reasonable costs to repair your vehicle after deducting:

- any excess
- any input tax credit you are entitled to under *A New Tax System (Goods and Services Tax) Act 1999*.

We will make these deductions from any amount that we pay for other items covered by your policy.

### 4. If your vehicle is a total loss and we decide to pay you

We will pay you the agreed or market value of your vehicle, as listed on your schedule, after deducting:

- any excess
- any unpaid premium
- any input tax credit you would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999*, **and**
- the unused portions of registration and Compulsory Third Party (CTP) Insurance.

After we settle your claim for a total loss your policy comes to an end and no refund of your premium is due. Any salvage becomes our property.

### 5. If your vehicle is a total loss and we have agreed to replace your vehicle

We will replace your vehicle with:

- a vehicle of the same make, model and series, provided it is available locally, **or**
- the nearest equivalent.

We will also cover:

- the dealer delivery fee, **and**

- the first 12 months of registration and Compulsory Third Party (CTP) insurance, if applicable on the replacement vehicle.

If your vehicle is under finance, we will need written consent from your financier before we can offer you a replacement vehicle.

You will need to pay:

- any excesses that apply, **and**
- any unpaid premium.

We will tell you who to pay these to.

After we settle your claim for a total loss your policy comes to an end and no refund of your premium is due. Any salvage becomes our property.

For details of **when we will replace your vehicle**, see page 11 ◀

## 6. If your vehicle suffers loss or damage as a result of a collision and we have agreed to provide cover under Uninsured motorist damage

We will pay you the market value of your vehicle or the cost to repair your vehicle, including towing, up to \$5,000 after deducting:

- any unpaid premium, **and**
- any input tax credit you would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999*, or any input tax credits you would have been entitled to, if you had paid to repair or replace your vehicle.

# How to resolve a complaint or dispute

## 1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

See **back cover** for contact details ►

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. If you are not satisfied with our response you can go to step 2.

## 2. Seek a review

If the matter is still not resolved the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute.

If you are still not satisfied with our response to your dispute you can go to step 3.

## 3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about option(s) available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

Further information about our complaint and dispute resolution procedures is available by contacting us.

See **back cover** for contact details ►

## Financial claims scheme

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

# Motor Vehicle Insurance And Repair Industry Code Of Conduct

Under the motor vehicle cover in your policy, where we elect to repair your vehicle:

- You can suggest a repairer, or we can suggest one for you.  
If we do not accept your choice of repairer, you must still cooperate with us to select another repairer that we both agree on. This is our policy on choice of repairer.
- When your vehicle is repaired, the repairer may use reusable parts or parts that are not manufactured by a supplier to the vehicle's original manufacturer which:
  - are consistent with the age and condition of the vehicle
  - do not affect the safety or the structural integrity of the vehicle
  - comply with the vehicle manufacturer's specifications and applicable Australian Design Rules
  - do not adversely affect the post repair appearance of the vehicle, **and**
  - do not void or affect the warranty provided by the vehicle manufacturer.
- In repairing your vehicle, we may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.
- We guarantee workmanship of the repairs authorised by us. This guarantee is for the life of the vehicle and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly. Wear and tear is not covered by this guarantee.

We will arrange for repairs authorised by us to be rectified at no cost to you if we agree that the repairs are defective. Before we can arrange for any defective repairs to be rectified, you must give us the opportunity to inspect the vehicle.

# Glossary

**accidental damage**

an incident that results in loss or damage to your vehicle.

**accessory**

any alteration or addition to the vehicle that adds value to the vehicle but does not enhance the performance or alter the safety or handling of the vehicle.

**agreed value**

the fixed amount we agree to insure your vehicle for as shown on your current schedule. This value includes modifications, manufacturer's options and accessories that we have agreed to insure.

**at-fault claim**

incidents caused by the driver, or incidents not caused by the driver when the driver is unable to identify and provide the name, current residential address details and vehicle registration of the person that caused the incident. It does not include an incident where loss or damage is caused by a storm or other naturally occurring event.

**authorised driver**

a person you allow to drive your vehicle.

**driver**

a driver or rider of your vehicle.

**endorsement schedule**

a document that includes any information from the existing schedule that has not changed or varied, and confirms any alteration to the coverage, and terms and conditions of your policy.

**excess**

the amount you pay when you make a claim on your policy. The amount and type of excess that may apply to your policy is shown on your current schedule.

**flood**

the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.

**incident**

a single occurrence or a series of occurrences, including an accident or series of accidents, – not including a breakdown – arising out of one event.

**inexperienced driver**

a driver of your vehicle 25 years of age or over who has not held a driver's licence for the two consecutive years, before the claim occurs.

**malicious act**

an act done with intent and without your consent.

**manufacturer's option**

see 'accessory'.

**market value**

the amount of money it would cost to replace your vehicle in your local area with an identical vehicle. We will take into account the condition of your vehicle. This amount includes any GST and stamp duty you must pay for the transfer of ownership of the replacement vehicle.

**medical emergency**

a physical condition, or illness, that places a person's life at risk.

**modification**

any alteration or addition to the vehicle which enhances the performance or alters the safety or handling of the vehicle.

**No Claim Bonus**

a discount that we apply to Comprehensive cover for your car or motorcycle premium for each year that you do not make an at-fault claim.

**nominated driver**

the person or persons listed on your schedule as the nominated drivers. They must be 25 years of age or older.

**period of insurance**

the length of time between the start date and end date of your policy as listed on your current schedule.

**personal items**

any items, tools or appliances – excluding money, cheques, financial transaction cards, or any property used for earning an income.

**premium**

the total amount you pay for your insurance that includes applicable government taxes such as GST, and any duties or charges payable by you. It is shown on your current schedule. You can pay your premium annually in one lump sum, or by instalments.

**salvage**

what is left of your vehicle following a total loss. We will take possession of any salvage after we have settled your claim.

**schedule**

your current schedule is a document outlining the details of your insurance cover. Your schedule may be called a policy, renewal or endorsement schedule.

**special conditions**

exclusions, restrictions or extensions to cover that are imposed on specific matters or people, before we will provide insurance.

**standard equipment**

the standard equipment fitted to your vehicle at the time of manufacture. It does not include any modifications, manufacturer's options, or accessories.

**substitute vehicle**

a similar vehicle type to your own that you do not own that has been borrowed or hired because your vehicle cannot be driven. For liability claims only we treat your substitute vehicle as your vehicle. See '*your vehicle*'.

**Supplementary Product Disclosure Statement (PDS)**

a separate document that updates, corrects or adds to the information contained in this PDS.

**terrorism**

any act which may involve the use of, or threat of, force, violence or biological or chemical warfare, or nuclear pollution or contamination or explosion where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government or any section of the public.

**total loss**

when we decide that it is uneconomical to repair your vehicle.

**unlicensed driver**

an unlicensed driver includes a driver who:

- does not hold a licence
- is a cancelled, suspended, or disqualified driver
- is a learner driver not accompanied by a licensed driver (who holds the class of licence required by the learner's permit)
- does not hold the appropriate class of licence for the vehicle used or driven.

**us, we and our**

refers to:

CGU Insurance Limited  
abn 27 004 478 371

**you**

the person or persons named as the insured on your current schedule.

If more than one person is named as the insured, we will treat a statement, act, claim or a failure to act, including a failure to do, or say something by any one of these people as a statement, act, omission or claim by them all.

**your home**

your usual residential address in Australia.

**your policy**

the contract between you and us which provides you with insurance cover in exchange for a premium. Your policy is made up of two documents:

- this Product Disclosure Statement and Policy Booklet (PDS) and any supplementary PDS, plus
- your current schedule.

**your vehicle**

refers to:

- your car, including any standard equipment in, or on it, **or**
- your motorcycle, including any standard equipment in, or on it, and sidecar
- your trailer or horse-float including any standard equipment in, or on it.

Your vehicle must be:

- the vehicle shown on your current schedule
- registered for use on a public road
- in a condition that complies with registration requirements in your State or Territory.

Your vehicle includes:

- any modifications, manufacturer's options or accessories in, or on it that you have told us about, and we have agreed to cover.
  - If your vehicle is a car or motorcycle, any modification, manufacturer's options or accessory must be listed on your current schedule.

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# Notes

# Notes

## Intermediary remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

Information in this PDS may need to be updated from time to time where required and permitted by law. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the Policy, we will provide you with a new PDS or a Supplementary PDS.

## CONTACT DETAILS

**Enquiries** 13 24 81  
**Claims** 13 24 80

### Mailing address

GPO Box 9902 in your capital city

#### **Sydney**

388 George Street  
Sydney NSW 2000

#### **Perth**

46 Colin Street  
West Perth WA 6005

#### **Melbourne**

181 William Street  
Melbourne VIC 3000

#### **Adelaide**

80 Flinders Street  
Adelaide SA 5000

#### **Brisbane**

189 Grey Street  
South Bank QLD 4101



**CGU.COM.AU**

Preparation date: 12/03/2014





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