

**coles**

# Car Insurance

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Product disclosure  
statement



[coles.com.au/insurance](https://coles.com.au/insurance) or call **1300 265 374**

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**coles** Financial Services

Issued by **Insurance Australia Limited** ABN 11 000 016 722 AFSL 227681,  
part of Insurance Australia Group (IAG).

# coles Car Insurance



Supplementary  
Product Disclosure  
Statement

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## Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (SPDS) was prepared on 7 May 2018 and is issued by Insurance Australia Limited ABN 11 000 016 722 AFSL 227681.

The information in this SPDS updates and should be read with the Coles Car Insurance Comprehensive Product Disclosure Statement (PDS) version COLPDS950000817 prepared on 1 May 2017.

This SPDS should be read with the PDS, any other applicable SPDS you received from us and your Policy Schedule.

This SPDS will apply to policies with a commencement date of 28 May 2018 or later and a renewal date on or after 13 July 2018.

### Claim Payment Examples (page 17)

#### Example: Your car and trailer are a total loss

The example under this heading is deleted and replaced with the following wording:

Your car is insured for market value. Your car and a trailer you own which is attached to your car are damaged in a collision which is covered by the policy. The claim is subject to the standard excess of \$550 and the inexperienced driver excess of \$1,200. We determine the market value of your car is \$25,000 and the market value of your trailer is \$1,500. The salvage value of your car is \$4,000, its unexpired registration is worth \$500 and the trailer has no salvage value. You have paid us the full amount of the premium and you are not registered for GST.

**How much we will pay:** The amount payable by us for the car is \$22,750.

**Explanation:** The market value of the car is \$25,000 and the excesses total \$1,750, and the unexpired portion of the registration is \$500 so the net amount payable is \$22,750.

We retain the salvage and the unexpired portion of the registration. This comprises part of the value of the car and we have paid you for that market value.

We will pay you \$1,000 for the trailer. The policy has a limit of \$1,000 for trailers and so no payment can be made for the trailer beyond this sum. If only the trailer had been damaged nothing would have been payable due to the operation of the policy excesses.

### No Claim Discount (pages 12, 13, 14, 19, 32, 41, 42, 43, 44, 48, 54)

Your PDS is amended by the deletion of all references to No Claim Discounts (NCD). This includes deleting the table on page 42.

## General Exclusions (page 34)

The exclusion for "Depreciation, wear and tear" in the General Exclusions section on page 34 is amended to:

### Depreciation

Depreciation or loss of your vehicle's value - for example, if your vehicle is worth less after an incident.

### Wear and Tear

We do not cover wear and tear, rust or corrosion of your car.

A new General Exclusion under this heading is inserted with the wording:

### Incorrect Fuel Type

Loss or damage to the vehicle from deliberately, or accidentally, putting incorrect fuel into the vehicle, by you, or someone who you allowed to use the vehicle.

## Things we need to tell you (page 47)

A new paragraph under the **Your Premium** heading is inserted with the following wording:

### Premium Write Off

If we owe you a premium of less than \$5, we will not refund this premium. If we need to charge you an additional premium less than \$5, then we'll waive it.

## Cancelling (page 47)

The sentence immediately under the heading Cancelling is deleted.

## Return Premium (page 48)

The wording under this heading is deleted and replaced with the following wording:

If your policy is cancelled and you have paid an annual premium, we will return any premium you have paid for the period after the cancellation date, less any

non-refundable government taxes, charges and the cancellation fee of \$25 inclusive of GST.

If the refund is less than the cancellation fee, a refund will not be provided however we will not charge you for the additional amount.

If your policy is cancelled and you are paying your premium in monthly instalments, there will be no return of any part of an instalment you have paid. However, you will not have to pay any instalments which would have become due after the date of cancellation.

A new section is added under **Cancelling** heading (page 47):

## Cancellation fee

Coles Insurance incurs costs in establishing and maintaining your Policy. If you cancel your policy, we will charge you a cancellation fee of \$25 inclusive of GST. The cancellation fee will not apply when:

- You are changing the vehicle insured to a different vehicle.
- When you cancel your policy in the cooling off period.

## If your car is a total loss: (page 53-54)

The fourth bullet point under this heading is deleted and replaced with the following wording:

- We will retain your damaged car and keep the proceeds of any salvage sale. If we allow you to keep your damaged car and keep the proceeds of any salvage sale, we will determine the:
  - o the salvage value of your car; and
  - o unexpired portion of the registration and Compulsory Third Party (CTP) Insurance.

We will deduct each of these amounts from our payment to you.

A new bullet point is inserted under this heading with wording as follows:

- The amount you pay to register your vehicle or for any CTP insurance forms part of your vehicle's value. If we pay your claim, we will deduct any unused registration costs and CTP insurance premium. To get a refund, you may need to contact your relevant motor registration authority or CTP insurer if your vehicle is registered in NSW. In NSW, CTP insurance is also known as a Green Slip.

## What Our Words Mean (page 59)

The definition of the words 'Market value' has been changed. The reference on page 59 of the PDS is deleted and replaced with the following wording:

**Market value** means the amount we assess your car to be worth in your local area immediately before it was damaged or stolen. Market value includes costs for registration and Compulsory Third Party Insurance, GST and reasonable dealer profit. It excludes warranties, future stamp duty, transfer fees and restoration. We consider your car's make, model, age, condition and kilometres travelled in assessing its market value.

## WELCOME

Welcome and thank you for choosing Coles Insurance. We believe car insurance doesn't need to be complicated or expensive, which is why we offer real quality, great value insurance that costs less.

Coles Car Insurance is underwritten by Insurance Australia Limited (IAL) ABN 11 000 016 722 AFSL 227 681, part of Insurance Australia Group (IAG), Australia's largest insurance group. Only IAL as insurer can issue, vary or cancel Coles Car Insurance policies. IAL will also assess and pay claims.

This document contains all of the information you need to understand your insurance policy. If you would like further information on any of the topics covered, please contact us on 1300 265 374.

### What this booklet contains

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This booklet contains:

- a Product Disclosure Statement
- the Coles Car Insurance policy terms and conditions

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## PRODUCT DISCLOSURE STATEMENT

IAL is responsible for this Product Disclosure Statement (PDS). It was prepared on 1 May 2017.

### Purpose of this Product Disclosure Statement

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This document includes the Product Disclosure Statement and the policy terms and conditions for Coles Car Insurance. It's been designed to help you make an informed choice before deciding to buy this insurance policy. If you buy this insurance, this document and the policy schedule forms the agreement between us.

### Who we are

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Insurance Australia Limited (IAL) ABN 11 000 016 722 AFSL 227681 is the insurer providing cover under your policy. IAL is an insurance company supervised by the Australian Prudential Regulation Authority and is subject to the prudential requirements of the *Insurance Act 1973 (Cth)*.

IAL holds an Australian Financial Services Licence and is authorised to issue, vary and cancel general insurance products and provide financial product advice in relation to general insurance. In relation to your insurance IAL only provides general product advice.

### What our words mean

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This policy uses words that have special meanings. To make sure you are aware of these words and their meanings, please read the section "what our words mean" on pages 58-60.

### How to contact us

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You can phone us on 1300 265 374

or write to us at:  
PO BOX 16042  
Collins Street West, Victoria 8007

You can also contact us via email on  
[carinsurance@coles.com.au](mailto:carinsurance@coles.com.au)

or obtain more information from our website  
[coles.com.au/insurance](http://coles.com.au/insurance)

## IMPORTANT INFORMATION

### Code of Practice

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We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is a self-regulatory code for general insurers in Australia. We embrace the objectives of the Code to raise standards of practice and service in the general insurance industry.

You can obtain a free copy of the General Insurance Code of Practice on request by contacting:

- us on 1300 265 374
- The Insurance Council of Australia's website:  
[www.codeofpractice.com.au](http://www.codeofpractice.com.au)
- The Australian Securities & Investment Commission on 1300 300 630.

### Complaints

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To access our Complaints Handling Procedures, contact the Coles Insurance Contact Centre on 1300 265 374. If you have a complaint, we will do everything possible to resolve the matter on your initial contact with us.

You should first contact the person who made the decision requesting a resolution and then he or she then has one business day to resolve it. If that person cannot resolve the dispute he or she must refer it to a manager who has a further five business days to resolve the matter. If the manager cannot resolve the matter you may ask him or her to refer it to an internal dispute resolution (IDR) officer who will provide you with a determination within 15 business days.

Details of our complaints and disputes procedures are set out on the Complaints Handling page on our website and in our Privacy policy. You can contact us or go to our website [coles.com.au/insurance-information](http://coles.com.au/insurance-information) to obtain this information.

If we are unable to resolve your complaint through our IDR processes you may take your complaint to the Financial Ombudsman Service Australia (FOS) which is an independent external dispute resolution service approved by the Australian Securities and Investments Commission free of charge to you. We are bound by the FOS' determinations provided they fall within the FOS' jurisdiction, but you are not so bound. You have two years from our final decision letter to apply to the FOS. You may access the FOS' services by contacting them at:

## Financial Ombudsman Service Australia

Phone: 1800 367 287

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

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

## Protecting your privacy

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We are committed to meeting our privacy obligation to you under the *Privacy Act 1988 (Cth)* which provides for information to be collected, used, disclosed and held according to the Australian Privacy Principles (APPs).

We and Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 AR 269259 and its associated entities ('Coles' companies); collect your personal information directly from you or through others including entities listed in our Insurance Australia Limited Privacy Policy and the Coles Privacy Statement (Privacy Policies). These can include: other insurers, your credit institute (eg the bank you have your loan with), another party involved in a claim, investigators, our legal advisers.

You agree that we may collect, use disclose and hold your personal information as set out in the Privacy Policies.

## How we use your personal information

We and Coles' companies and the parties listed in the Privacy Policies will use your personal information for the purposes it was collected for. That usually includes providing you with assistance, a product or service you requested.

Your personal information may also be used for other purposes that are set out in the Privacy Policies. You may choose to not give your personal information, however, not giving your personal information may affect our or Coles' companies' ability to provide you with a product or service, including processing an insurance claim.

## Further information

We and Coles' companies may disclose your personal information to:

- related entities
- flybuys program partners
- service providers – which includes some service providers that may be based overseas, and
- other organisations as set out in the Privacy Policies.

The Privacy Policies provide more information about how your personal information is collected, from whom it is collected and how we hold, use and disclose your information. The Privacy Policies also provide information about how you can:

- access your personal information
- ask us to correct your personal information,
- or make a complaint about a breach of the APPs and how we will deal with your complaint.

If you'd like more details about the IAL Privacy Policy, correct your personal information, or opt out of receiving materials we send, please contact us on 1300 265 374.

You can also view a copy of the Insurance Australia Limited Privacy Policy on the website [coles.com.au/insurance-information](http://coles.com.au/insurance-information) or contact Customer Relations at:

Email: [customer.relations@iag.com.au](mailto:customer.relations@iag.com.au)

Free Call: 1800 045 517

Free Fax: 1800 649 290

Mail: Customer Relations, Reply Paid 62759  
Sydney NSW 2000  
Free post (no stamp required)

You can also view a copy of the Coles Privacy Statement on the Coles website at [coles.com.au/privacy](http://coles.com.au/privacy).

## Cooling off

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Even after you decide to buy this insurance, you have 30 days from the date cover commences to change your mind and let us know that you want to cancel the policy. We will refund the premium you have paid less any government charges or taxes we are unable to recover, provided you have not made a claim under the policy.

## Compensation Arrangements

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The *Corporations Act 2001 (Cth)* requires, licenses to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the *Insurance Act 1973 (Cth)*.

## Our National Partner Repair Network

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We want to make your car repair process easy, so we have established a National Partner Repair Network. These repairers must meet our high selection standards of repair quality and service.

Because you will be using our partner repairers you do not need to shop around for quotes and we will guarantee the quality, workmanship and material used in the repair.

## Repairing your car - we choose the repairer

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If you make a claim and we agree to repair your car, we will choose a repairer who is part of our National Partner Repair Network and organise for them to complete the repairs. The most we will pay is the cost of repairs as determined by our assessor, or quoted by our repairer.

Because the repairs will be authorised and completed by our partner repairers, we will guarantee the workmanship and materials of these repairs for the life of your car.

We may sublet part of the repairs to another repairer.

## Our Parts policy

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If we agree to repair your car then we will use parts suitable for your car's age and condition, as follows:

- in most circumstances new Original Equipment Manufacturer (OEM) approved parts will be used if your car is under 3 years old,
- new and/or reusable non-mechanical or reconditioned OEM parts may be used in the following circumstances:
  - o your car is over 3 years old; and
  - o it does not affect the safety or the structural integrity of your car; and
  - o it complies with the applicable Australian Design Rules and the car manufacturer's specifications.
- for windscreens, we use parts which are compliant with Australian Design Rules.

## Motor Vehicle Insurance and Repair Industry Code of Conduct

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We adhere to the Motor Vehicle Insurance and Repair Industry Code of Conduct.

This code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communications.

## Financial Claims Scheme

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This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) and only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the FCS's eligibility criteria being met.

Information about the FCS can be obtained from <http://www.fcs.gov.au>.

## Terrorism Insurance Act 2003 (Cth)

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This policy excludes cover for losses as a result of an act of terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then you may be afforded protection within the time limits of indemnity of this policy by virtue of the *Terrorism Insurance Act 2003 (Cth)*. The operation of this Act may also serve to reduce the settlement of your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

## HOW THIS INSURANCE WORKS

This policy provides cover for three different types of car insurance in Australia. These are explained on pages 19-23. This approach gives you flexibility as you can arrange your insurance to meet your particular needs.

Before you choose, you need to understand the significant benefits of each of the cover types, when benefits will be provided to you, and how. To do this, please read this document to understand:

- the difference between the three types of cover (pages 11-13),
- the benefits of each type of cover (pages 24-33),
- what is covered and what is not (pages 19 and 34-39),
- the optional benefits that you can choose from (pages 32-33), and
- what will happen in the event of a claim (page 49).

If you buy this insurance, there are also a number of things which:

- you need to tell us (page 44),
- you need to do (page 44), and
- you should know (page 46).

It is important for you to know that we may refuse to pay, or may reduce the amount we pay, under a claim if you:

- do not comply with the terms and conditions of this policy,
- do not answer our questions truthfully and accurately, or
- make a fraudulent claim.

There are other things which we need to tell you. These are set out on pages 47-48.

A detailed table of contents is provided on page 3.

## Types of cover

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The three types of cover you can choose from are:

- Comprehensive cover,
- Third Party Property, Fire and Theft cover, or
- Third Party Property Damage cover.

A summary of these types of cover is set out in the next section. For details on the cover and benefits of each, please refer to pages 19-33.



## Summary of cover

	Comprehensive cover	Third Party Property, Fire and Theft cover	Third Party Property Damage cover
<b>Insured Events</b>			
Legal Liability (third party property damage)	✓	✓	✓
Theft	✓	✓	✗
Malicious damage	✓	✗	✗
Fire and explosion	✓	✓	✗
Storm, hail, lightning, rain, flood or other water damage	✓	✗	✗
Own car damage: collision and accidental damage	✓	✗	✗
<b>Additional Benefits</b>			
Change of car (page 24)	✓	✓	✓
Lifetime Repair Guarantee (page 24) * On authorised repairs.	✓	✓	✓
		(insured events and damage caused by uninsured drivers)	(damage caused by uninsured drivers)
Damage caused by uninsured drivers (page 30)	✓	✓ (up to \$3,000)	✓ (up to \$3,000)
Towing and storage costs (page 30)	✓	✓ (insured events and damage caused by uninsured drivers)	✗
Grocery replacement (page 26)	✓	✗	✗
Emergency repairs (page 26)	✓	✗	✗
Personal property (page 26)	✓	✗	✗
New car replacement (page 26)	✓	✗	✗
Replacement of car keys (page 28)	✓	✗	✗
Trailer or caravan cover (page 28)	✓	✗	✗
Emergency accommodation & costs to complete your journey (page 28)	✓	✗	✗
Hire car after theft (page 28)	✓	✗	✗
Child seats and baby capsules (page 30)	✓	✗	✗
<b>Optional Benefits (an extra premium is payable)</b>			
Hire car (page 32)	✓	✗	✗
Windscreen damage – protect your excess and No claim discount (page 32)	✓	✗	✗
Maximum no claim discount protection (page 32)	✓	✗	✗
Roadside assistance (page 33)	✓	✓	✓

## Cost of this insurance

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If you decide to buy this insurance, you will need to pay a premium. This can be paid in advance, for the period of insurance or monthly, in instalments (refer page 47). You may also need to pay an excess if you make a claim.

### How we calculate the premium

We rely upon you to give us complete and accurate information about you, your car and its drivers when we calculate the premium. In calculating your premium, we may consider:

- the make, model and series of your car,
- any modifications or additional accessories which may be included,
- where you live,
- where your car is kept overnight,
- how frequently you use your car, and the distance you travel,
- any security device or anti-theft devices fitted to your car,
- the age, gender and driving history of all drivers,
- your insurance and claims history,
- your years of insurance,
- whether you will use your car for private or business purposes (refer page 39),
- any No Claim Discount you may be entitled to (refer page 41),
- any finance arrangement affecting your car, and
- any other relevant factors.

The choices that you make in selecting your options will also affect your premium. These include:

- the type of cover you have chosen (refer pages 19-23),
- your option to insure your car for an agreed value or market value (refer page 39),
- any Optional Benefits that you have chosen (refer pages 32-33),
- the level of excess you have chosen (refer pages 39-41),
- whether you have excluded cover for drivers under the age of 25 (refer page 37), and
- whether you have chosen to pay your premium in instalments (refer page 47).

Minimum premiums may apply and any discount we give you (except for the online discount) will not reduce a premium below the minimum premium.

We also calculate and include compulsory government charges such as GST and Stamp Duty.

We show the sum of the premium and government charges as the premium on your schedule.

### Your excess

You may need to pay an excess. An excess is the amount you pay towards the cost of a claim. You may need to pay more than one excess when you make a claim. The excesses that apply to your policy will be shown on your schedule.

The excesses apply to: Comprehensive cover; Third Party Property, Fire and Theft cover; and Third Party Property Damage cover.

If you choose Comprehensive cover you can reduce the amount of your premium by selecting an additional, voluntary excess.

Excesses are explained in more detail on pages 39-41.

### Restricted drivers

You can reduce your premium if you choose to restrict cover under your policy to drivers 25 years of age or older. If you choose to do so, this restriction will be shown on your schedule. Your policy will then be subject to the exclusion shown on page 37.

### You must decide

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If you choose to buy this insurance cover and we agree to accept the risk, you need to make a decision about the insurance cover that you want. Please read this document in full, to understand the cover – especially the options that you have to choose from and the limitations and exclusions that apply. If there is anything you don't understand, please contact us.

It is important that you decide whether this insurance is right for you. Any advice which we might provide is general advice only and does not take into account your personal circumstances. You should read the details on policy cover, benefits and options contained in this PDS in full before proceeding further.

### Answering our questions

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When answering our questions, you must answer for yourself and for any other person who will be insured under this policy. You must tell us about everyone who will drive your car on a regular basis. You must also give us complete and accurate information to allow us to decide whether to insure you and the terms on which we will insure you. We rely on the information you have provided to determine whether to insure you and if so on what terms and premium. If you do not provide us with accurate information, we may be entitled to reduce or deny any claim that you make, or even to cancel your policy.

### Claim Payment Examples

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The following examples are designed to illustrate how a claim payment might typically be calculated. The examples do not cover all scenarios or all benefits and do not form a part of the policy terms and conditions. They are a guide only. The excesses applicable to your policy may vary from those set out below. You should check your schedule for the precise amount of the excesses and not rely on the amount of the excesses set out in the examples below:

#### Example: Repairing Your Vehicle

A car that is insured for a sum insured of \$50,000 is damaged in an accident covered by the policy. The standard excess is \$550 and the Age excess is \$1,200. We assess the cost of repair to be \$4,000 inclusive of GST. We choose the repairer and you are not registered for GST.

**How much we will pay:** We pay \$2,250 of the repair cost.

**Explanation:** The repair cost is \$4,000 and when the policy excesses totalling \$1,750 are applied \$2,250 is left comprising our liability.

You pay \$1,750. (The standard excess is \$550 and the age excess is \$1,200 totalling \$1,750. The excess is the amount of any claim which you must bear.) The total amount paid is \$4,000. This comprises our liability of \$2,250 and your liability of \$1,750.

#### Example: Your car and trailer are a total loss

Your car is insured for market value. Your car and a trailer you own which is attached to your car are damaged in a collision which is covered by the policy. The claim is subject to the standard excess of \$550 and the inexperienced driver excess of \$1,200. We determine the market value of your car is \$25,000 and the market value of your trailer is \$1,500. The salvage value of your car is \$4,000, its unexpired registration is worth \$500 and the trailer has no salvage value. You have paid us the full amount of the premium and you are not registered for GST.

**How much we will pay:** The amount payable by us for the car is \$23,250.

**Explanation:** The market value of the car is \$25,000 and the excesses total \$1,750 so the net amount payable is \$23,250.

We retain the salvage and the unexpired portion of the registration. (This comprises part of the value of the car and we have paid you for that market value.)

We will pay you \$1,000 for the trailer. (The policy has a limit of \$1,000 for trailers and so no payment can be made for the trailer beyond this sum. If only the trailer had been damaged nothing would have been payable due to the operation of the policy excesses.)

#### Example: Your liability to a third-party

Your car may be insured on the basis of Comprehensive Insurance Cover, or Third Party Property Fire and Theft Cover, or Third Party Property Damage Cover. The policy carries a \$550 standard excess and a voluntary excess of \$1,050. There is an accident for which you are at fault and damage to the other party's car amounting to \$10,000. The other party suffers bodily injury quantified at \$20,000.

**How much we will pay:** For damage to the third party's car we will pay \$8,400 and you will pay \$1,600.

**Explanation:** The damage to the car amounts to \$10,000. As your combined policy excesses amount to \$1,600 you must pay this amount. We are responsible for the balance of \$8,400.

For damage to the third party's car we will pay \$8,400 and you will pay \$1,600. (The damage to the car amounts to \$10,000. As your combined policy excesses amount to \$1,600 you must pay this amount. We are responsible for the balance of \$8,400.)

We will not pay anything for the personal injury sustained by the third party. (This policy provides no cover for death or personal injury. The claim for personal injury should be referred to your compulsory third party motor insurer).

## OUR AGREEMENT WITH YOU

If you pay the premium as set out on the schedule, we will insure your car, in accordance with the terms and conditions in this document, for the period of insurance as set out in your schedule.

When you buy this insurance, we give you this combined Product Disclosure Statement and Insurance Policy booklet. This booklet, together with your schedule and the information you provided to us when you bought this insurance, form the contract of insurance between you and us.

You should keep this booklet and your schedule in a safe place because you may need to refer to them from time to time.

### Updating our Product Disclosure Statement

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We may need to update this PDS from time to time. We will issue you with a new PDS or a supplementary PDS to update the relevant information, except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may provide you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

## YOUR COVER

If you choose to buy this insurance cover, and we agree to accept the risk, this policy provides insurance cover for your car.

Any additional accessories or modifications to the vehicle will not be covered unless you have told us about them and we have agreed to cover them. If we do so agree, this will be shown on your schedule.

Your schedule will indicate whether you have chosen Comprehensive cover, Third Party Property, Fire and Theft cover or Third Party Property Damage cover. To understand the difference between the three types of cover, please refer to pages 19-23.

Depending on the type of cover you have chosen your schedule will also show:

- any Optional Benefits you have chosen (refer to pages 32-33)
- whether you have insured your car for agreed value or market value (refer to page 39)
- what the sum insured is, if you have chosen to insure your car for an agreed value
- the class of use you have told us of (refer to page 39)
- the details of your car
- your No Claim Discount level (refer to page 41)
- any Voluntary excess level you have chosen, and any other excess(es) which may apply (refer to pages 39-41)
- whether you have chosen to restrict cover to drivers 25 years of age or older
- any other additional terms and conditions which apply to your policy.

### Standard cover

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This section sets out what is, and what is not, covered under each type of insurance.

There are also General Exclusions which apply. These are described on pages 34-39.

## Comprehensive cover

Insured events	
What is covered	What is not covered
<p>If your car is:</p> <ul style="list-style-type: none"><li>involved in a collision,</li><li>lost or damaged as a result of storm, flood or other water damage,</li><li>damaged as a result of lightning, rain or hail,</li><li>damaged as a result of fire or explosion,</li><li>maliciously damaged,</li><li>stolen and found damaged, or</li><li>accidentally damaged.</li></ul> <p>we will at our discretion:</p> <ul style="list-style-type: none"><li>repair your car, or</li><li>pay the cost of repairing your car, or</li><li>pay you the sum insured, or</li><li>replace your car with a new vehicle of similar make, model and series (subject to local availability).</li></ul> <p>If your car is stolen and not found, we will at our discretion:</p> <ul style="list-style-type: none"><li>pay you the sum insured, or</li><li>replace your car with a new vehicle of similar make, model and series (subject to local availability).</li></ul>	<p>Theft if you leave your car:</p> <ul style="list-style-type: none"><li>unlocked, or</li><li>with its keys in the vehicle, or</li><li>without activating any alarm or immobiliser.</li></ul> <p>The cost of any repairs to your car unless we have authorised them.</p> <p>Damage to the tyres of your car caused by the application of brakes or by punctures, cuts, or bursts.</p> <p>Damage or theft if you have not taken reasonable precautions to safeguard your car, or to have it towed to a safe place after an insured event or breakdown.</p>

In addition, you are entitled to the Third Party Property Damage cover listed on pages 19-23, and the Additional Benefits described on pages 24-31.

For payment of an additional premium, you will also be entitled to the Optional Benefits described on pages 32-33.

## Third Party Property, Fire and Theft cover

Insured events	
What is covered	What is not covered
<p>If your car is:</p> <ul style="list-style-type: none"><li>damaged as a result of fire or explosion,</li><li>stolen and found damaged,</li></ul> <p>we will at our discretion:</p> <ul style="list-style-type: none"><li>repair your car, or</li><li>pay the cost of repairing your car, or</li><li>pay you the sum insured.</li></ul> <p>If your car is stolen and not found, and we have accepted your claim, we will pay you the sum insured.</p>	<p>Theft if you leave your car:</p> <ul style="list-style-type: none"><li>unlocked, or</li><li>with its keys in the vehicle, or</li><li>without activating any alarm or immobiliser.</li></ul> <p>The cost of any repairs to your car unless we have authorised them.</p> <p>Damage or theft if you have not taken reasonable precautions to safeguard your car, or to have it towed to a safe place after an insured event or breakdown.</p>

In addition, you are entitled to the Third Party Property Damage cover listed in the next section, and a number of Additional Benefits, described on pages 24-31.

## Third Party Property Damage cover

Insured events	
What is covered	What is not covered
<p><b>Your legal liability</b></p> <p>We will pay for amounts you are legally liable to pay for damage to someone else's property as a result of a collision caused by or arising out of the use of:</p> <ul style="list-style-type: none"> <li>• your car, or</li> <li>• your trailer or caravan whilst being towed by your car.</li> </ul> <p>We will pay if you were driving your car, or the person driving your car had your consent to do so.</p> <p>We will also pay if you were driving a substitute car while your car was undriveable.</p> <p>The liability of your employer, principal or partner is also covered, but only if their liability arises out of the use by you of your car.</p> <p>We will pay a maximum amount of \$20,000,000 in respect of any and all legal liability arising out of any one incident or series of incidents arising from any one collision. This amount includes all legal costs, incurred with our consent, if we have accepted a claim for your legal liability.</p>	<p>Damage to property belonging to, or in the physical or legal control of:</p> <ul style="list-style-type: none"> <li>• you or any person using your car, or</li> <li>• a person covered under this Third Party Property Damage insurance.</li> </ul> <p>Legal liability claims:</p> <ul style="list-style-type: none"> <li>• by you, your relative, spouse, or de facto or by any person ordinarily residing with you or with whom you ordinarily reside (which are made against the liability cover under this policy), or</li> <li>• where compulsory insurance is required by law to cover for the claim.</li> </ul> <p>Damage caused to any substitute car you were driving.</p> <p>Legal liability for death or bodily injury.</p> <p>Claims arising from any agreement or contract you or a covered person entered into, unless you or they would have been liable despite the agreement or contract.</p> <p>Penalties, fines or any awards of aggravated, exemplary or punitive damages made.</p>
<p><b>Legal costs and expenses</b></p> <p>If your car is involved in a collision and causes damage to someone else's property, we will also pay all legal costs and expenses incurred with our prior written consent in defending any court proceedings if we have accepted a claim for your legal liability.</p>	<p>Legal costs and expenses that relate to a legal liability not covered by this policy.</p> <p>Legal costs and expenses we have not agreed in writing to pay.</p> <p>Legal costs to defend any type of criminal proceeding. Any fines, including but not limited to, any criminal offences involving the use of the vehicle, or breaches of any road traffic statutes, acts, by-laws or regulations.</p>

You are also entitled to a number of Additional Benefits, described in the next section.

## Additional Benefits

We also provide you with a number of significant additional benefits at no extra cost. These benefits are listed below under the types of cover they apply to. You should note that they are subject to the General Exclusions detailed on pages 34-39.

<b>Benefits applicable to:</b>	
<ul style="list-style-type: none"> <li>• <b>Comprehensive cover</b></li> <li>• <b>Third Party Property, Fire and Theft cover</b></li> <li>• <b>Third Party Property Damage cover</b></li> </ul>	
<b>What is covered</b>	<b>What is not covered</b>
<p><b>Change of car</b></p> <p>If you sell your car and replace it with another similar car during the period of insurance, we will cover the replacement car on the terms set out in your policy from the date of purchase, provided you notify us within 14 days of the change and:</p> <ul style="list-style-type: none"> <li>• you give us full details about the replacement car,</li> <li>• we agree to insure it,</li> <li>• you agree to any revised conditions including any change of excess,</li> <li>• you pay us any extra premium that we ask for, and</li> <li>• cover will be identical to that for the car replaced.</li> </ul> <p>If you have chosen Comprehensive cover, we will cover the replacement car up to the lesser of:</p> <ul style="list-style-type: none"> <li>• the sum insured shown on your schedule,</li> <li>• the purchase price of the replacement car, or</li> <li>• \$150,000.</li> </ul> <p>If you have chosen Third Party Property, Fire and Theft cover, we will cover the replacement car up to the lesser of:</p> <ul style="list-style-type: none"> <li>• the sum insured shown on your schedule, or</li> <li>• the purchase price of the replacement car, or \$15,000.</li> </ul>	<p>Unless we agree to do so and provide you with a new schedule, we will not cover the replacement car for longer than the lesser of:</p> <ul style="list-style-type: none"> <li>• 14 days from the date of change, or</li> <li>• the remainder of the period of insurance.</li> </ul>
<p><b>Lifetime repair guarantee</b></p> <p>We will guarantee the workmanship and materials on all repairs authorised by us for the life of your car.</p> <p>We will arrange for any unsatisfactory repairs to be inspected and for the necessary rectification to be carried out. We will manage any dispute regarding the quality or timeliness of the work or conduct of the repairer as part of our complaints process.</p>	<p>We will not pay for rectification of any repairs not authorised by us.</p>

**Benefits applicable to:**

- **Comprehensive cover**

**What is covered****Grocery replacement**

We will pay for the costs of replacing your groceries if they are:

- damaged by an insured event while contained in your car, or
- stolen from your securely locked car, and

we have agreed to pay a claim for loss and damage to your car.

We will pay up to \$200 in any one period of insurance under this Additional Benefit.

**What is not covered**

We will not pay for groceries:

- connected with any trade, business or occupation.

**Emergency repairs**

If your car is involved in a collision and emergency repairs are essential to drive your car from the accident scene, we will reimburse you for the cost of the repairs.

We will pay up to \$500 in any one period of insurance under this Additional Benefit.

**Personal Property**

We will pay for personal items belonging to you or a member of your family which are:

- damaged by an insured event while contained in your car, or
- stolen from your securely locked car, and we have agreed to pay your claim.

The most we will pay is \$500 in any one period of insurance under the Additional Benefit.

We will not pay for:

- money, cheques, financial transaction cards or negotiable instruments,
- tools or items used in connection with a trade, business, or occupation, or
- mobile phones, portable global positioning systems (GPS) and electronic devices.

**New car replacement after a total loss**

If we assess your car as a total loss within the first 24 months of its original registration, we will:

- replace your car with a new car of the same make, model and series (subject to local availability),
- include similar additional accessories as shown on your schedule, and
- pay the stamp duties and delivery charges, where applicable.

We will not replace your car if:

- at the time of the insured event the start date of the original registration for your car was more than 24 months ago,
- you did not purchase your car brand new,
- you did not insure your car with us from the date of its original purchase,
- anyone who has provided finance for your car does not agree to the replacement of the car, or
- a replacement car is not locally available (we will pay you the sum insured if a replacement car is not available).



<b>Benefits applicable to:</b>	
<ul style="list-style-type: none"> <li>• <b>Comprehensive cover</b></li> </ul>	
<b>What is covered</b>	<b>What is not covered</b>
<p><b>Replacement of keys</b></p> <p>If the keys to your car are stolen, we will pay to replace or recode the keys and locking mechanisms.</p> <p>We will pay up to \$1,000 in any one period of insurance under this Additional Benefit.</p>	<p>We will not pay if:</p> <ul style="list-style-type: none"> <li>• you did not report the theft to the police, or</li> <li>• the keys were stolen by a relative, spouse or de facto, invitee, any person ordinarily residing with you, or with whom you ordinarily reside or any other person insured under this policy.</li> </ul>
<p><b>Trailer or Caravan cover</b></p> <p>If your trailer or caravan is involved in an insured event while it is attached to your car; we will pay the lesser of the cost of repairs or the market value of the trailer or caravan.</p> <p>We will pay up to \$1,000 in any one period of insurance under this Additional Benefit.</p>	<p>We will not pay for a trailer or caravan not owned by you.</p>
<p><b>Emergency accommodation and costs to complete your journey</b></p> <p>If your car is stolen or damaged as a result of an insured event and it cannot be driven safely; we will pay for reasonable accommodation and travel costs actually incurred to return you and your family travelling with you to your home.</p> <p>This benefit is only payable if we accept and pay a claim for loss or damage to your vehicle.</p> <p>We will pay up to the lesser of:</p> <ul style="list-style-type: none"> <li>• \$100 per day, or</li> <li>• \$500 in any one period of insurance,</li> </ul> <p>under this Additional Benefit.</p>	<p>We will not pay if:</p> <ul style="list-style-type: none"> <li>• at the time of the theft or damage you are less than 100 kilometres from where you normally keep your car, or</li> <li>• you did not contact us as soon as practicable after the event.</li> </ul>
<p><b>Hire car after theft</b></p> <p>If your car is stolen and you need to rent a replacement car, we will arrange and pay the cost of renting a similar car from the date of the theft up to the earliest of the following times:</p> <ul style="list-style-type: none"> <li>• when your car is recovered damaged and any damage to it is repaired, or</li> <li>• when we settle your claim, or</li> <li>• 14 days after you first rent the replacement car.</li> </ul> <p>We will pay rental costs at the lesser of the actual daily rental rate, or \$50 per day for a maximum of 14 days under this additional benefit.</p>	<p>Cost of the hire car such as but not limited to,</p> <ul style="list-style-type: none"> <li>• paying the deposit, security bond, fuel, pick up, and</li> <li>• return to pick up location, any upgrade costs or limitations.</li> </ul> <p>You may be required to refund to us any costs we incur for the hire car, if you withdraw your claim or we refuse to accept the claim.</p>

<b>Benefits applicable to:</b>	
<ul style="list-style-type: none"> <li>• <b>Comprehensive cover</b></li> </ul>	
<b>What is covered</b>	<b>What is not covered</b>
<p><b>Child seats and baby capsules</b></p> <p>We will pay for the costs of replacing your child seats and baby capsules if they are:</p> <ul style="list-style-type: none"> <li>• damaged by an insured event while contained in your car, or</li> <li>• stolen from your securely locked car, and</li> </ul> <p>we have agreed to pay your claim.</p> <p>We will pay up to \$500 in any one period of insurance under this Additional Benefit.</p>	

<b>Benefits applicable to:</b>		
<ul style="list-style-type: none"> <li>• <b>Comprehensive cover</b></li> <li>• <b>Third Party Property, Fire and Theft cover</b></li> </ul>		
<b>What is covered</b>	<b>What is not covered</b>	
<p><b>Towing and storage costs</b></p> <p>If your car is involved in an insured event or recovered after a theft, we will pay the reasonable cost of protecting your car by towing your car to a partner repairer nominated by us, place of safety or other place approved by us and the reasonable cost of storing your car at any place approved by us for the purposes of safety, repair and/or inspection.</p>		<p>If the cost of repairing and/or storing and returning your car to you exceeds the sum insured we will treat your car as a total loss. If we do treat your car as a total loss, we will not return your car to you.</p> <p>We will not pay for any storage costs incurred before you lodged your claim.</p>
<p><b>Damage caused by uninsured drivers</b></p> <p>If your car is involved in a collision and:</p> <ul style="list-style-type: none"> <li>• the collision was caused by the driver of another vehicle, and</li> <li>• the responsible driver does not have insurance for damage caused to third parties,</li> </ul> <p>we will at our discretion:</p> <ul style="list-style-type: none"> <li>• repair your car, or</li> <li>• pay the cost of repairing your car, or</li> <li>• pay you the sum insured,</li> </ul> <p>if you can provide us with:</p> <ul style="list-style-type: none"> <li>• the name and address of the driver who caused the collision, and</li> <li>• the registration number and description of the vehicle that caused the collision, and</li> <li>• confirmation that the other driver is not insured.</li> </ul> <p>We will also pay under this benefit the reasonable cost of towing your car to where it will be repaired.</p> <p>If you have chosen Third Party Fire and Theft or Third Party Property Damage Cover, the maximum amount we will pay for damage caused by uninsured drivers under this benefit is \$3,000.</p>		<p>We will not pay if:</p> <ul style="list-style-type: none"> <li>• we do not agree that the other driver was at fault, or</li> <li>• the other car was being driven by your relative, spouse, de facto, any person ordinarily residing with you or with whom you ordinarily reside.</li> </ul> <p>You are not covered for:</p> <ul style="list-style-type: none"> <li>• the cost of any repairs to your car unless we have authorised them.</li> <li>• damage to the tyres of your car caused by the application of brakes or by punctures, cuts, or bursts.</li> <li>• damage or theft if you have not taken reasonable precautions to safeguard your car, or to have it towed to a safe place after an insured event or breakdown.</li> </ul>

## Optional Benefits

If you choose to pay more and we agree, you can add any of these Optional Benefits to your standard Comprehensive cover. If you have added any Optional Benefits, they will be shown on your schedule.

### Hire Car

If your car is damaged in an insured event and you need to rent a replacement car, we will arrange and pay the cost of renting a similar car until your car has been repaired, or if your car is irreparable, when we settle your claim, or 14 days after you first rent the replacement car.

We will pay rental costs at the lesser of the actual daily rental rate, or \$50 per day for a maximum of 14 days.

You will be responsible for all other costs of the hire car such as but not limited to paying the deposit, security bond, fuel, pick up and return to pick up location, any upgrade costs or limitations.

You may be required to refund to us any costs we incur for the hire car, if you withdraw your claim or we refuse to accept the claim.

### Windscreen

If your front windscreen is damaged by accident, and this is the only damage to your car, we will pay, at our option, to repair or replace it without applying any excess or affecting your No Claim Discount.

However, if we accept your claim for more than one windscreen in any one period of insurance, this benefit will not apply to the second and any subsequent claim(s).

We will not pay additional costs incurred through delay or difficulties in supplying replacement parts.

### Maximum No Claim Discount Protection

If you choose to protect your Maximum No Claim Discount and you submit a claim during the two year Maximum No Claim Discount qualifying period (refer page 41), we will not reduce your No Claim Discount even though you might be at fault.

However, if we accept more than one claim in which you are at fault during any one period of insurance this benefit will not apply.

### Roadside Assistance

This optional benefit can be added to Comprehensive cover, Third Party Property Fire and Theft cover, or Third Party Property Damage cover.

Coles Roadside Assistance provides 24-hour emergency roadside assistance. This includes assistance with flat tyres, battery replacement, emergency fuel, retrieval of keys and a number of other benefits.

Coles Roadside Assistance is a separate product to a Coles Insurance product. For full details, please refer to Coles Roadside Assistance terms and conditions on our website [coles.com.au/insurance](https://coles.com.au/insurance). A copy of these terms and conditions will also be mailed to you if you choose to purchase Coles Roadside Assistance.

In addition, if you purchase this optional product, and if your groceries are in your car and spoiled whilst waiting for the roadside assistance to arrive, we will pay up to \$500 to replace these items in any one period of insurance.

## General Exclusions

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### We do not cover

#### **Additional damage**

We do not cover any additional loss or damage to your car as a result of it being driven after an accident or theft.

#### **Consequential loss**

We do not cover any loss that you or anyone else may suffer because you cannot use your car for any reason, or any reduced value of your car after it has been damaged and repaired and the repairs have been properly performed.

We do not cover any loss because you cannot use your car, for example, loss of wages or commission.

#### **Compulsory third-party insurance**

We do not cover any claim where liability to a third-party is required by statute to be compulsorily insured or be covered by any compulsory insurance scheme.

#### **Consignment**

We do not cover your car while on consignment to or in the possession of another party as part of that other party's stock in trade.

#### **Deliberate, malicious or criminal acts, or misuse**

We do not cover any deliberate, intentional, malicious or criminal act (including theft, conversion, absconding or any other misappropriation) caused by or resulting from any actions by you, a person covered by this insurance, or any person who is acting with your permission or implied consent.

#### **Demonstrated for Sale**

We do not cover your car whilst it is being demonstrated for sale. Unless you or a person named as a driver on your most recent insurance schedule or renewal invitation was a passenger.

#### **Depreciation, wear and tear**

We do not cover depreciation, wear and tear, rust or corrosion of your car.

## Drivers

We do not cover drivers who at the time of the incident had their licence cancelled, suspended, disqualified, downgraded, lapsed or any special conditions imposed, unless we were made aware of those circumstances and agreed in writing to insure the driver.

## Driver Training

We do not cover your car whilst it is being used to train a person to drive and the person being trained to drive is operating the controls of your car, unless you or a person named as a driver on your most recent schedule or renewal invitation were in your car and were conducting the training.

## Driving under the influence

We do not cover your car being driven by any person:

- whose faculties are impaired by any drug, alcohol or medication, or
- who is convicted of or charged with driving, at the time of the collision, under the influence of any drug, alcohol or medication, or
- with a percentage of alcohol in his or her breath or blood in excess of the percentage permitted by law in the relevant State or Territory, as indicated by analysis of the person's breath or blood taken within two hours of the occurrence of the collision, or
- who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by any law of a State or Territory.

However, we will cover your car if it was stolen.

## Electronic data

We do not cover any loss or damage of whatever kind arising directly or indirectly out of:

- (i) the corruption, destruction or alternation of or damage to data, coding program or software, or
- (ii) the unavailability of data or reduction in functionality, availability or operation of hardware, software and embedded chips, or
- (iii) any business interruption resulting from (i) or (ii).

## Failure to disclose any input tax credit

We do not cover any GST, fine, penalty or charge for which you are liable arising out of your misrepresentation of, or failure to disclose, your actual input tax credit entitlement in the settlement of any claim or premium relating to your policy.

### **Hire, fare or reward**

We do not cover your car being used to carry goods or passengers for hire, fare or reward, other than under a private pooling arrangement – unless your full time employer pays you a travelling allowance.

### **Improper use of your car**

We do not cover your car when at the time of the incident the driver of your car or a passenger was, in the driving or use of the vehicle, being wilful or reckless (which includes hooning).

### **Imminent event**

We do not cover bushfires, grass fires, flood, storm, rainwater or named cyclone occurring within 48 hours of the start date of your policy if this is a new policy with us, unless:

- you had entered into a contract of sale to purchase your car or a contract to lease your car and took possession of the car no more than 24 hours before the start date of your policy, or
- your policy replaced another policy covering the same car and there has been no break in cover, in which case our liability is limited to the lower sum insured under the 2 policies.

### **Limits on use**

We do not cover your car being used for purposes other than:

- as described in the schedule, and
- for the purpose it is registered or a permit to drive is granted, and
- whilst within Australia.

### **Mechanical, structural or electrical failures**

We do not cover mechanical, structural, electrical or electronic breakdown or failure of your car.

### **Operation of the law**

We do not cover loss suffered as a result of lawful seizure, confiscation, repossession or other operation of law.

### **Overloaded car**

We do not cover your car being used to carry a number of passengers or convey or tow a load which is over the legal limit or greater than that for which your car was constructed.

### **Personal items and tools of trade**

We do not cover personal effects damaged or stolen from your car or any tools of trade. This exclusion does not apply if we accept your claim under, Additional Benefit – Personal Property.

### **Pre-existing damage**

We do not cover any claim under this policy for pre-existing damage, faulty workmanship or incomplete repairs which were carried out prior to the insured event, unless the repairs are the subject of our lifetime repair guarantee.

### **Restricted drivers**

We do not cover your car where the driver of your car was under the age of 25 at the time of the loss or damage and you have chosen to limit cover under your policy to drivers 25 years of age or older, unless:

- the driver is not at fault,
- the driver was found guilty of theft or illegal use of your car,
- your car was being driven by a car park attendant, or
- your car was being driven by a person paid by you to repair, service or test your car.

### **Meaning of driver**

For the purpose of this general exclusion for restricted drivers, the word 'driver' means both the driver of your car and also any person is being trained to drive who is operating the controls of your car. This definition of driver prevails over the definition on page 59 for the purposes of this general exclusion for restricted drivers.

### **Sport and racing**

We do not cover your car being used by you, or someone with your permission:

- in, or being prepared for, experiments, tests, stunts, racing, pace making, reliability trials, speed or hill climbing tests, other motor sports, events or public demonstrations,
- when being driven on a race track or speedway track or course, or
- racing on any public or private street, or
- when being driven on, or participating in, any section of a rally or similar event, or on any driver training or driver instruction day on a racetrack or speedway track or course.

### **Terrorism**

This policy does not cover loss, liability, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The policy also excludes loss, liability, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or

arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

### **Trade**

We do not cover your car being used in connection with the motor trade for experiments, tests or trials.

### **Undisclosed or illegal modifications**

We do not cover modified cars, if:

- you did not tell us and we would not have agreed to cover your car had you told us, or
- the modification is prohibited by any law in Australia.

### **Unlawful use of your car**

We do not cover your car being used by you or any person with your consent for an unlawful purpose.

### **Unlicensed drivers**

We do not cover your car if you or any person who drives your car with your consent is not licensed to drive your car under any relevant laws, by-laws or regulations.

### **Unregistered car**

We do not cover your car if you drive your car or any person with your consent drives your car and it is unregistered, unless you are permitted to do so by a relevant transport authority.

### **Unsafe or unroadworthy car**

We do not cover your car while being used in an unsafe or unroadworthy condition and that condition caused or contributed to the loss – unless you could not have reasonably detected the unsafe or unroadworthy condition.

### **Unsecured load**

We do not cover your car being used to tow or convey a load which is not secured according to law.

### **Vehicles running on rails or not on terra firma**

We do not cover any vehicle whilst running on rails other than as cargo or any vehicle not running solely on terra firma.

### **War, riot, nuclear materials or asbestos**

We do not provide cover for loss, damage, liability costs or expenses directly or indirectly occasioned by, happening through or in consequence of:

- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or
- radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material, or
- asbestos.

### **Whole set**

We do not cover repair or replacement of a whole set of any items (such as tyres) where the loss or damage is only to part of the set, unless the damaged part of the set is no longer available and no comparable replacement can be found.

## **Other information about your cover**

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### **Vehicle Usage**

You may choose to insure your car for either private purposes or business purposes. Your car will be insured for business purposes if we have asked you about its business use and we have agreed to cover your car for business purposes. The class of use you have chosen will be shown on your schedule.

### **Agreed or Market value**

If you have chosen Comprehensive cover, you can choose to insure your car for:

- an agreed value and we will pay up to the sum insured on your schedule, or
- the market value and we will pay up to an amount we assess your car to be worth immediately before it was damaged or stolen.

The basis of valuation you have chosen will be shown on your schedule.

### **Excesses**

The policy includes excesses. An excess is the amount we deduct from your claim settlement and is payable by you. The excesses apply to Comprehensive cover; Third Party Property, Fire & Theft and Third Party Property Damage cover.

A Standard excess applies to your policy. If you choose Comprehensive cover you may choose an additional Voluntary excess. This will reduce your premium.

In addition, we may apply an Age, Inexperienced driver, Unlisted driver or Special excess, depending on the circumstances. We show the excesses that apply to your policy and the amount of each excess on your schedule.

For details on when your excess is to be paid, please refer to page 55.

The excesses are:

### **Standard excess**

The Standard excess applies when we accept a claim from you – unless this is the first time you have claimed for a broken windscreen during the currency of this policy and you have paid an additional premium to protect your excess for the first breakage of a windscreen during the currency of the policy. (Refer to the Optional Benefits on page 32).

### **Voluntary excess**

If you choose Comprehensive cover you may choose to pay an additional excess amount. This Voluntary excess will reduce your premium.

The Voluntary excess applies in addition to the Standard excess when we accept a claim from you – unless this is the first claim for a broken windscreen and you have paid an additional premium to protect your excess when you break your first windscreen. (Refer to the Optional Benefits on page 32).

### **Age excess**

The Age excess applies when the driver of your car is:

- under 21 years of age, or
- 21 to 24 years of age,

at the time of the collision or loss.

The Age excess is in addition to the other excesses (except the Inexperienced driver excess) when we accept your claim.

### **Inexperienced driver excess**

The Inexperienced driver excess applies when the driver of your car is 25 or older and has not held an Australian drivers licence for more than two years at the time of the collision.

This excess does not apply to claims involving theft, malicious damage, a broken windscreen or damage to your car while it is parked.

The Inexperienced driver excess is in addition to the other excesses (except the Age excess) when we accept your claim.

### **Unlisted driver excess**

An Unlisted driver excess will apply where a driver under 25 is the driver of your car and is not a listed driver on your policy.

This excess does not apply to claims involving theft, malicious damage, a broken windscreen or damage to your car while it is parked.

The Unlisted driver excess is in addition to the other excesses when we accept your claim.

### **Special excess**

We may apply a Special excess, based on the driving record and insurance history of the drivers of your car. We will tell you if we do by showing it on your schedule. The Special excess is in addition to the other excesses when we accept your claim.

### **Meaning of driver**

The word 'driver' for the purposes of the age excess, inexperienced driver excess, unlisted driver excess and special excess means both the driver of your car and any person being trained to drive who is operating the controls of your car. This definition prevails over the definition on page 59 for the purpose of the above mentioned excesses.

### **No Claim Discount**

We offer a No Claim Discount to drivers with a good insurance record. For each year you do not have an at-fault claim, your No Claim Discount increases by a percentage and keeps increasing until it reaches the Maximum discount level.

A different No Claim Discount may apply to each policy that you hold with us. When you first take out each policy, we calculate your policy's No Claim Discount level based on the driving experience and claims history of the main driver noted on the policy.

If the policy is in a company name, the driving and claims history of the main driver will be used to determine the policy's No Claim Discount

Your current Certificate of Insurance will show any No Claim Discount.

<b>No Claim Discount Levels are:</b>	
Rating 1 for life	Is achieved once you have held Rating 1 for 2 consecutive years with no at fault claims during this time. You will keep Rating 1 for life status, even if you have multiple claims in a policy year.
Rating 1	When you first take out a policy you may qualify for either: <ul style="list-style-type: none"> <li>• a Rating 1 our highest level for new policies which has the option to pay to add No Claim Discount Protection, or</li> <li>• a Rating 6 to 2.</li> </ul> You will move up one rating level after each claim free year until you reach Rating 1 for life.
Rating 2	
Rating 3	
Rating 4	
Rating 5	
Rating 6	

### **How your No Claim Discount is calculated**

No Claim Discount is calculated on each policy. Each year at renewal, your policy's No Claim Discount is recalculated. For each claim free year, your No Claim Discount will move up one level, until you achieve our maximum Rating 1 for life.

If we have accepted your claim for loss or damage incurred during the expiring period of insurance, we will not reduce your No Claim Discount on renewal if:

- the claim was not your fault
- you have qualified for a Maximum No Claim Discount for life, with us, or
- you have paid an additional premium to protect your Maximum No Claim Discount.

### **Optional Maximum No Claim Discount Protection**

If you have Rating 1 you are eligible to pay an additional premium to protect your policy's No Claim Discount level.

If you choose to protect your Maximum No Claim Discount and you submit a claim during the two year Maximum No Claim Discount qualifying period, we will not reduce your No Claim Discount even though you might be at fault.

However, if we accept more than one claim in which you are at fault during any one period of insurance this benefit will not apply.

### **Maximum No Claim Discount For Life**

If you have achieved Rating 1 for 2 years and do not make a non-recoverable claim, you qualify for Maximum No Claim Discount Protection at no extra cost for the life of the policy. This means your Rating 1 for Life will not be affected regardless of how many claims you make.

### **Making a claim without Maximum No Claim Discount Protection**

If we have accepted your claim for loss or damage incurred during the expiring period of insurance, we will not reduce your No Claim Discount on renewal if:

- the collision involved another vehicle and we agree the driver of your car was not at fault, and you can give us the registration details of the other vehicle,
- this is your first claim for a broken windscreen, and you have paid an additional premium to protect your No Claim Discount when you first break your windscreen (refer page 32),
- you have qualified for a Maximum No Claim Discount for life, with us, or
- you have paid an additional premium to Protect your Maximum No Claim Discount. (Refer page 32).

For all other claims you will move down one No Claim Bonus level.

For example:

- if you have Rating 2 No Claim Discount and made one non-recoverable claim, you would move down to Rating 3 No Claim Discount
- if you have Rating 2 No Claim Discount and made two non-recoverable claims, you would move down to Rating 4 No Claim Discount
- if you have Rating 2 No Claim Discount and made one non-recoverable claim, and one claim where you were not at fault, you would move down to Rating 3



## How claims affect your premium

On renewal, we take your claims history into consideration when we calculate your premium, separate to the structure of the No Claim Discount. When multiple claims are lodged for windscreen, sunroof and window glass damage, this is also taken into consideration.

See the 'How we calculate the premium' section on page 14 of the PDS for more information.

## Things you need to tell us

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### Notify us of changes

You must notify us as soon as possible if:

- you change your car covered by this policy,
- you transfer your interest in your car covered by this policy,
- any driver has had their licence cancelled, suspended, disqualified or any special terms or conditions are imposed on them,
- any driver of your car is fined, charged or convicted of any alcohol or drug related driving offences,
- any collisions occur which involve you or any person who regularly drives your car,
- you or any person who regularly drives your car is charged or convicted of any criminal offence, or
- you add any additional accessories to your car or make any conversion, alteration or modification of your car from its maker's specifications.

We may require you to provide this information in writing.

If you change your insurance details and we agree to the changes, we will confirm our agreement by issuing you a new schedule. You must pay us any additional premium if required.

## Things you need to do

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### Pay your premium

You must ensure that your premium is paid when it is due. For details on your payment options, please refer to page 47.

It is important to let us know if your bank or credit card details change.

## Maintain and protect your car

You must take all reasonable steps to protect your car from loss and damage and comply with all legal requirements regarding the safety, maintenance and operation of your car.

### Keep records

You must keep records as evidence of ownership or proof of the value of: your car, child seats or baby capsules, groceries, emergency repairs, emergency accommodation and costs to complete your journey. This includes contracts of sale, receipts, credit card and bank statements or photographs. Without this evidence, we may reduce or refuse to pay your claim.

### Co-operate

You must:

- be truthful and frank in any statement you make to us
- not behave in a way that is improper, hostile, threatening, abusive or dangerous
- co-operate fully with us, even if we have already paid your claim which includes:
  - o providing us with all the information, documents and help we need to deal with your claim (for example, bank statements or phone records)
  - o immediately sending us any communications that you receive about any incident – for example, emails, letters, notices or court documents
  - o being interviewed by us or our representative's
  - o attending court to give evidence
  - o if there is a dispute about the repairs to your vehicle, giving us access to your vehicle and moving it if we ask you to or allowing us to move it to a repairer or other specialist we choose so they can assess your vehicle.

### Other drivers

When allowing anyone else to drive your car, it is your responsibility to ensure that:

- they are not affected by any drug, alcohol or medication,
- they are licensed to drive your car under all relevant laws, by-laws or regulations,
- they are 25 years of age or older if you have chosen to restrict cover under your policy to drivers 25 years of age or older, and
- they are made aware of the terms and conditions of your policy, especially the exclusions referred to on pages 34-39.

## Things you should know

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### Dangerous goods

If you carry any hazardous goods or substances in your car you must comply with all relevant laws, by-laws and statutory regulations. If you do not do these things and it prejudices our interests, we will reduce any benefit under this policy by the amount that represents the extent to which our interest has been prejudiced.

### Exclusions

There are a number of General Exclusions which apply to this insurance cover. These are set out on pages 34-39.

### Changing your policy

We will advise you immediately in writing of an agreed change to your policy at any time during the period of insurance.

### Joint policyholders

If more than one person takes out this insurance, the names of each will be shown on your schedule. Each such person has authority to make changes to this policy, including removing the name of the other, or to cancel the policy.

### Interested parties

We only cover your interest in your car unless we specifically agree to cover the interest of another party, such as a financier or any other owners which you have told us about. If we agree to cover the interest of another party, the details will be noted on your schedule and in the absence of such a note there will be no cover for that other party. If a financier is noted on your schedule as an interested party, and we agree to settle your claim on a cash basis, we have the option of paying the financier in full or part settlement and discharge of your claim.

### Notices

When we send you any written notice, it will take effect when it is delivered to your last email address you have provided to us to send you notices or your last postal address known to us in accordance with the *Insurance Contracts Act 1984 (Cth)*.

### Towing

If your car is being towed for any reason, and you are not employing a specialist towing company, you must ensure that the towing vehicle meets the requirements of the State or Territory registration towing limits and specifications for the trailer and that your car is securely and safely attached to the trailer.

## Things we need to tell you

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### Your premium

#### How you can pay your premium

You can pay your premium:

- annually, in one amount using cheque, credit card, BPAY or direct debit, or
- in monthly instalments by direct debit or credit card.

If you pay your premium in instalments, the total premium will be higher than if you pay one annual premium.

#### Monthly direct debit payments

When you provide us with bank or credit card details to debit your instalment, you must ensure that you have the authority to use the nominated account. It is also your responsibility to ensure that sufficient funds are in the nominated account to meet each instalment.

If the instalment collection date falls on a non-business day, we will debit your bank account or credit card on the following business day. If there are insufficient funds, we will resubmit the debit within 15 days unless you request us to do so sooner or advise us of an alternate bank account or credit card to debit.

#### Unpaid premium

If you have chosen to pay your premium annually, your policy will not operate until you have paid your premium.

If you have chosen to pay your premium in instalments, and any instalment is not paid:

- we will not accept your claim if your instalment is more than 14 days overdue, and
- we may cancel the policy if your instalment is more than one month in arrears.

#### Cancelling

A cancellation fee may apply unless we advise differently.

#### If you cancel your policy

You may cancel your policy at any time by contacting us. If you do, cancellation will take effect when we receive your request or from any later date that you tell us.

#### If we cancel your policy

We may only cancel your policy where we are entitled to do so by law and in particular under the *Insurance Contracts Act 1984 (Cth)*, including if you:

- failed to answer our questions truthfully and accurately,
- made a misrepresentation to us before the policy was issued,
- made a fraudulent claim,
- failed to pay your premium, or
- failed to comply with the terms and conditions of this policy.

If you have chosen to pay your premiums by instalments we may cancel your policy if any instalment which is due and payable remains unpaid for more than one month.

### Return premium

If your policy is cancelled and you have paid an annual premium, we will return any premium you have paid for the period after the cancellation date, less any non-refundable government taxes and charges.

If your policy is cancelled and you are paying your premium in monthly instalments, there will be no return of any part of an instalment you have paid. However, you will not have to pay any instalments which would have become due after the date of cancellation.

### Renewing

We may automatically renew your cover by sending you a renewal notice at least 14 days before your policy expires. The renewal notice will show the terms and conditions, the period of insurance, any proposed alterations to your policy and the premium payable.

Unless we hear from you, following the renewal notice your payments will continue in accordance with the payment option you selected when you first took out this insurance.

We may require you to pay an additional premium if you notify us of a claim that happened in the period between the time we calculate the renewal premium and the expiring period of insurance. The additional premium we require will be based on your revised claims history and any change in your No Claim Discount. The additional premium will not exceed the amount we would have requested had you notified us of your claim earlier.

### GST

All the benefits listed in this policy include GST. Any claim settlements, up to the sum insured, will include GST. However, the amount we are liable to pay will be reduced by any input tax credit you are entitled to. (If you are entitled to an input tax credit, you must tell us the extent of your entitlement).

## CLAIMS

Having your car stolen or damaged is stressful. Our claims team is there to support you by guiding you through the claims process. If you do the following things they will be able to handle your claim as quickly as possible.

### What to do in the event of a claim

#### At an accident scene

What to do	What not to do
Stop if anyone is injured or any other vehicle or property is damaged.	You must not drive away or leave the scene of the accident.
Call the police if: <ul style="list-style-type: none"> <li>• there are injuries,</li> <li>• any property other than a vehicle has been damaged,</li> <li>• any drugs, medication or alcohol is involved, or</li> <li>• a vehicle needs to be towed from the accident scene.</li> </ul> Keep a record of the police incident or report number.	
Take down the following details: <ul style="list-style-type: none"> <li>• the registration numbers of all vehicles involved,</li> <li>• any other driver's licence number and insurance company, and</li> <li>• full name, address and telephone number of everyone involved in the accident, including any witnesses.</li> </ul>	Do not make a promise or offer to pay anyone for anything or admit that you are, or may have been, at fault.
Do everything you can to stop further loss or damage from happening. If your car cannot be driven, or it is unsafe to drive it, arrange for it to be towed to the nearest place of safety.	Do not arrange or authorise any repairs, except if necessary to minimise or prevent further loss or damage. The most we will reimburse you for emergency repairs is \$500 during any one period of insurance.
Take note of the time, weather and road conditions.	

## At the scene of a crime

If your car has been stolen, or an attempt has been made to steal your car, or if there is malicious damage to your car, call the police. Keep a record of the police incident or report number, as well as the name of the police officer attending, the police station the incident is reported to and date it is reported.

If your car is stolen and fitted with a remote tracking security device, report the theft to your tracking bureau immediately.

## How to claim

Let us know as soon as possible about any claim you might want to make, or if someone has indicated they hold you responsible for an accident or damage. We can help you and let you know what you should do.

What to do	What not to do
Telephone us on 1300 265 374 as soon as possible.	Do not delay in telephoning us because it could disadvantage you.
Tell us if someone is holding you responsible for the accident or if you have received any demands, correspondence or documents related to it and provide us with that correspondence or documents related to it.	Do not make a promise or offer to pay anyone for anything or admit that you are, or may have been, at fault.  Do not delay in sending us any documents you might receive.
Keep any damaged property in case we need to inspect it.	Do not arrange any replacements or authorise any repairs.  Do not dispose of any property until we tell you that you can.

## The claims process

### What you must do to help us manage your claim

- Tell us if you think you have a claim as soon as possible. This is especially important:
  - so that you are not disadvantaged by not complying with your obligations, and
  - if you want to claim under your Comprehensive cover for the cost of emergency accommodation or costs to complete your journey.
- Tell us everything about the loss or damage so that we can assess your claim. Also tell us about the people involved and anyone you believe was at fault.
- Allow us or our representative to ask questions or conduct interviews. Provide us with written statements under oath, if we require you to do so.
- Provide valuations, receipts or other proof of ownership, if we request you to.
- Pay your excess (if applicable) when we tell you to. (Refer to page 55 for details on when to pay your excess).
- Tell us if there is any other insurance on your car, trailer, caravan, property or any items covered by this policy.
- Advise us of any communication you receive in connection with the claim, and of any court proceedings.
- Tell us about any input tax credits or other amounts you are entitled to, if you are registered for GST.
- Allow us to inspect your damaged car, trailer, caravan, property or items, including giving us permission to tow your car to a place or repairer nominated by us.
- Allow us to take possession of your damaged car, trailer, caravan, property or items involved in the claim.
- Cooperate with us as we negotiate, defend or settle your claim. This might include giving evidence in court.
- Pay to any financier the difference between our claim settlement amount, if we treat your car as a total loss, and the outstanding amount of your instalment plan, sale or leasing agreement.

## What we will do

When you make a claim we will handle your claim in a fair, transparent and timely manner. If we have accepted your claim, this means that:

### If your car has been damaged:

- We have established a National Partner Repair Network. These repairers must meet our high selection standards of repair quality and service.
- Because you will use one of our partner repairers you do not need to shop around for quotes and we will guarantee the quality of the workmanship and materials used in the repair.
- We will provide a Lifetime Repair Guarantee on repairs authorised by us (refer pages 24-25). Your car will be repaired to the condition it was in immediately before the insured event or, if that is not reasonably possible, to substantially the same condition.
- We may need to inspect your car. If so, we will tell you where you need to take it or arrange to move your car to another repairer at our expense.
- The most we will pay is the cost of repairs as determined by our assessor, or quoted by our partner repairer. We may sublet part of the repairs to another repairer.
- If we agree to repair your car then we will use parts suitable for your car's age and condition, as follows:
  - o in most circumstances new Original Equipment Manufacturer (OEM) approved parts will be used if your car is under 3 years old,
  - o new and/or reusable non-mechanical or reconditioned OEM parts may be used in the following circumstances:
    - your car is over 3 years old; and
    - it does not affect the safety or the structural integrity of your car; and
    - it complies with the applicable Australian Design Rules and the car manufacturer's specifications.
  - o for windscreens, we use parts which are compliant with Australian Design Rules.
- If we have paid or agreed to pay a claim under this policy and any part for your car is unavailable in Australia, our liability for the cost of freighting that part to Australia will be limited to that arising from sea transportation only.
- We will not pay an international air freight charge or an amount exceeding the manufacturer's list price for any part, unless the charge or amount is incurred with our prior consent.

- If our partner repairer needs to engage the services of a specific specialist repairer and/or supplier our repairer may sublet some of the repair work to such specialist repairer or supplier.
- If the repair of your car leaves it in a better position than it was before the insured event, you might have to contribute to the cost of repairing or replacing items such as tyres, engines, additional accessories, paintwork, bodywork, batteries or interiors affected by wear and tear or rust and corrosion. How much you pay depends upon our assessment of how worn these items were when the damage occurred.
- If we decide that the cost of repairs to your car is more than the sum insured less any amount we can obtain from the salvage of your car, we will declare it a total loss.
- We are a signatory to the Motor Vehicle Insurance and Repair Industry Code of Conduct. The voluntary Code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurers based on mutual respect and communication. For further information about the Code visit the website [www.abrcode.com.au](http://www.abrcode.com.au).
- We will handle any complaint about the quality or timeliness of the work or conduct of the repairer under "Complaints" contained within the "Important Information" section of the PDS.

### If your car has been stolen:

- If your car has been found within 14 days, and it is damaged, we will follow the procedure for damaged vehicles, as set out above.
- If your car has not been found after 14 days, we will declare it a total loss if we have accepted your claim.

### If your car is a total loss:

We will:

- o replace it with a new car, if you qualify for this benefit (refer page 26), or
- o pay you the sum insured less any excesses that may apply, or
- o if your car is subject to an instalment plan, or a sale or leasing agreement, we will pay the sum insured, less any excesses which may apply, to the financier. (If the claim payment does not settle the amount owing to the financier, you must pay the difference or, if the claim payment exceeds the amount owing to the financier, we will pay the difference to you).

- We will retain your damaged car and keep the proceeds of any salvage sale. We will also retain the unexpired portion of the registration and Compulsory Third Party insurance. If you prefer to keep your damaged car, we will determine the salvage value including the unexpired portion of the registration and Compulsory Third Party insurance and deduct this amount from our payment to you.
- Your insurance cover will cease as soon as we accept liability. Because we will have met our obligation to you in full:
  - if you have paid an annual premium, we will not return any premium you have paid for the period after the date of insured event, or
  - if you are paying your premium in monthly instalments, there will be no return of any part of an instalment you have paid and we will deduct any remaining instalments from the amount we pay.

You will need to take out new insurance cover for your replacement car.

#### **For all claims:**

- When we settle your claim, we will reduce the amount we pay by the amount of the excesses shown on your schedule. The different excesses that may apply to your insurance are explained on pages 39-41. However, we will not deduct any excess if you can satisfy us that the collision was the fault of someone else and you have given us the name and address of that person and the registration details of the other vehicle.
- We will decide whether or not the driver of your car is at fault by contributing to the cause of the insured event.
- For each at-fault claim that we accept from you in which you were at fault, we will reduce your No Claim Discount by a percentage when your policy is renewed, unless your No Claim Discount has been protected.
- The amount that we pay will be based on GST inclusive costs. However, if you are, or would be, entitled to claim any input tax credits for the repair or replacement of your car, we will reduce any claim under the insurance by the amount of the input tax credits.
- The maximum amount that we will pay is the sum insured.
- If you are held at fault, and we agree, we will conduct, defend or settle any action brought by other people.
- We will pay the legal costs associated with defending any claim against you, if we have told you so in writing and we have appointed the solicitors who will defend the claim.

- If you withdraw your claim, or we refuse to accept it, you may have to refund to us any of our costs incurred in processing your claim, or payments we have already made to you, including any payments made for rental car costs.

#### **Your excess**

##### **Will you have to pay an excess?**

You do not need to pay an excess if:

- we agree that a collision was not your fault and you can give us the name and address of the person who was at fault and the registration number of their vehicle,
- any damage to your car was not caused by another vehicle and we agree that you are not at fault and you can give us the name and address of the person who is, or
- your claim is for a first broken windscreen, and you have paid the additional premium for the Optional Benefit referred to on page 32.

You will need to pay an excess in all other situations as we will not be able to recover the costs of the loss or damage to your car.

##### **When to pay your excess:**

If you do need to pay an excess, we may at our discretion:

- require you to pay it to the repairer when you collect your car,
- deduct it from any amount we pay to you, or
- request you to pay it at any other time.

#### **Recovery actions**

You agree that all of the provisions set out below under **Recovery action by us** and **Recovery action by you**, apply where we cover you under the policy for some or all of the loss or damage you suffer in connection with an incident.

##### **Recovery action by us**

We may, if we choose to, take steps to recover from someone else we consider responsible for the incident:

- some or all of the loss or damage we cover; and/or
- some or all of the loss or damage which we do not cover, whether or not it is covered by another insurer or you do not have cover for it.

We may take such recovery action:

- without your consent;
- using your name; and
- whether or not you have been, or have a right to be, fully compensated for all of your loss or damage by us or anybody else.

Examples of recovery action we may take include:

- conducting legal proceedings using your name, including as an applicant or plaintiff in representative or group proceedings (commonly known as class actions);
- conducting legal proceedings on your behalf as a member of representative or group proceedings;
- taking over the conduct of legal proceedings started by you or on your behalf, including as an applicant or plaintiff in representative or group proceedings
- entering into contracts in your name in relation to litigation funding or legal representation, including where entry into those agreements causes you to become a group member of representative or group proceedings; and/or
- exercising any statutory or contractual rights, including rights to opt-out, that you have in or in connection with representative or group proceedings.

We have in our discretion the right to decide upon the conduct and any settlement of any recovery action we take.

You consent to us taking such recovery action and exercising all the rights you have in connection with the loss or damage you have suffered in connection with the incident.

If we take recovery action in respect of some or all of the loss or damage which we do not cover, we may in our discretion require you to contribute to the costs we incur.

Of any amount recovered in recovery action we take, we first keep the amount we have paid, or must pay, you under the policy plus any interest recovered on that amount and any administrative, recovery agent, funding and legal costs we have incurred in taking the recovery action. We then pay you the amount of loss or damage for which you do not have any cover with us plus any interest recovered on that amount and costs you may have been required by us to contribute. Finally, we keep any remaining balance.

You must give us all the information and co-operation that we require to take the recovery action.

You must not do anything which prejudices us in taking any recovery action. For example, you must not:

- assign your rights to anyone else – for example, a tow truck driver or a smash repairer; or
- opt-out of any representative or group proceedings taken by us.

### **Recovery action by you**

You may only take recovery action with our prior written consent and on conditions which we in our discretion impose.

You must have proper regard for our interests in respect of loss or damage that we cover.

You must seek to recover the loss or damage we cover in addition to any other loss or damage you have suffered in connection with the incident.

Of any amount recovered in recovery action you take, you first keep the amount of loss or damage for which you do not have any cover with us plus any interest recovered on that amount and any administrative and legal costs you have incurred in taking the recovery action. You then pay us the amount we have paid, or must pay, you under the policy plus interest recovered on that amount. Finally, you keep or pay any remaining balance in accordance with any other obligations you have.

We may:

- take over the conduct of legal proceedings started by you or on your behalf, including where you are an applicant or plaintiff, or a group member, in representative or group proceedings; and
- require you to cease recovery action that you have commenced.

## WHAT OUR WORDS MEAN

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

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

**Additional accessories** means the accessories described in your schedule. They are installed items or equipment fitted to the car as optional extras. They increase the value of the car but not its performance or handling. Additional accessories include but are not limited to sunroofs, sound systems and instruments.

**Agreed value** means the actual amount we have agreed your car to be worth. It is shown on your schedule. This value is set at the start of the period of insurance. As most cars depreciate with age and use, the agreed value will almost always reduce when your policy is renewed. The agreed value includes GST.

**Business purposes** means your car is insured when it is used for your full time, part time or casual work that you have told us about and we have agreed to cover you for. It includes the use of your car for social, domestic and pleasure purposes.

**Car** means the motor vehicle described in your schedule and includes:

- up to \$1,000 for a trailer or caravan when it is attached to your car,
- the manufacturer's standard tools and standard accessories fitted to your car,
- additional accessories,
- modifications if we have covered them by listing them on your schedule, and
- modifications that we would have covered if you had told us about them. We may ask you to pay an additional premium to cover these modifications.

**Driver** means you, or a person who you have given permission to drive your car.

**Excess or excesses** means the amount you must contribute towards a claim under your policy. Excesses are payable for each occurrence covered by your policy. An occurrence includes a series of occurrences arising out of one cause.

**Immobiliser** means an electronic engine immobiliser that is self-activating, self-arming or passive-arming. It must be black wired and, if remote operated, the remote must be code-hopping.

**Insured event** means any event for which we accept your claim under this policy.

**Market value** means the amount we assess your car to be worth in your local area immediately before it was damaged or stolen. Market value includes any GST or reasonable dealer profit. Market value excludes costs for registration, compulsory third party insurance, warranties, future stamp duty, transfer fees, and restoration. We consider your car's make, model, age, condition and kilometres travelled in assessing its market value.

**Modification or modifications** means any non-standard additions or alterations to your car which affects its performance, handling or safety. Modifications include but are not limited to additions or alterations to the body, exhaust, transmission or suspension of your car.

**Modified** means that modifications have been made to your car.

**Non-recoverable claim** is a claim lodged as a result of:

- a collision where you are at-fault or we are otherwise unable to attempt recovery of our costs from another party, or
- a storm, flood, other water damage, lightning, rain, hail, fire, explosion, malicious damage, stolen or accidental damage.

A claim lodged only for windscreen, sunroof and window glass damage is not considered a non-recoverable claim.

**Period of insurance** means the time in which your policy is in force and is shown by a start date, and end date and time, on your schedule.

**Policy** means this document, our record of your verbal responses and your schedule. It forms the contract of insurance between you and us.

**Premium** means the amount you have to pay us for your insurance. It includes all Government charges, levies, taxes and duties.



**Private purposes** means your car is insured when it is used for social, domestic and pleasure purposes including:

- driving to and from work,
- in connection with repairing, service and testing,
- non-professional tuition,
- demonstration for sale purposes if you are the driver or passenger during the demonstration, or
- private pooling arrangements.

**Schedule** means the most current document that describes the individual details of your policy. This document changes when your policy is renewed or when we have agreed to any changes you have advised us of.

**Security device** means an immobiliser, car tracking system or other anti-theft system fitted to your car which we may require.

**Standard accessories** mean installed items or equipment originally supplied with your car by the manufacturer. They increase the value of your car but not its performance or handling. Standard accessories include but are not limited to metallic paint, sunroofs, sound systems, interior improvements and instruments.

**Sum insured** means the actual agreed value of your car as shown on your schedule or the market value of your car. It is the maximum amount we will pay if your car is damaged or stolen.

**Total loss** means where we decide to pay you the sum insured for your car. This is usually when your car has been stolen or the cost of repairs to your car is more than the sum insured less any amount we can obtain from the salvage of your car.

**Us, we** or **our** refers to IAL.

**You, your** refers to the person or people named as the insured on the schedule.





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