



Underwritten by:

**Allianz** 

Arthur J. Gallagher

## **Motor Insurance**

Product Disclosure Statement  
and Policy Document.



Arthur J. Gallagher  
BUSINESS WITHOUT BARRIERS™

## About Arthur J. Gallagher

Arthur J. Gallagher is the world's fourth largest insurance broking and risk management company. Arthur J. Gallagher has an extensive national broking network in metropolitan and regional Australian locations providing broking solutions to a wide range of clients from small to medium enterprises through to large multi-national corporations, as well as affinity partners and associations. Globally, the Arthur J. Gallagher insurance broking operation maintains a network of more than 400 offices throughout 22 countries.

Arthur J. Gallagher is a broking organisation, which in Australia includes Arthur J. Gallagher & Co (Aus) Limited, ABN 34 005 543 920, AFSL No. 238312, Instrat Insurance Brokers Pty Ltd., ABN 84 088 119 297, AFSL No. 235103 and Arthur J. Gallagher (2) Pty. Ltd. ABN 63 062 672 173, AFSL No. 238177.

Arthur J. Gallagher does not act as the agent of the insurer and does not issue, guarantee or underwrite this policy.

# Arthur J. Gallagher Car Insurance

This Product Disclosure Statement (PDS) is an important document that contains information designed to help you make an informed decision about whether to purchase this insurance.

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

Welcome and thank you for choosing Arthur J. Gallagher Car Insurance.

Preparation Date: 01/10/2015.

## Important information about Arthur J. Gallagher's advice

Any advice Arthur J. Gallagher gives about this policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Arthur J. Gallagher's advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this policy we recommend you read this PDS.

## Car Insurance – a snapshot

This is a high level snapshot only. For information on what is covered and what is not covered and for any limits and excesses that apply, please read this PDS, your policy schedule and any other documents that make up your your policy.

- 
- |                     |  |
|---------------------|--|
| <b>Who we cover</b> | <ul style="list-style-type: none"><li>• You</li><li>• Anyone you give permission to drive the vehicle except someone noted as a declined driver on the policy.</li></ul> |
|---------------------|--|

- 
- |                                    |  |
|------------------------------------|--|
| <b>Types of cover we can offer</b> | <ul style="list-style-type: none"><li>• Comprehensive insurance<ul style="list-style-type: none"><li>– Accidental loss of (including theft) or accidental damage to your vehicle as listed under the Comprehensive insurance section including Other benefits and Optional benefits (where applicable).</li><li>– Liability cover as specified in the legal liability section.</li></ul></li><li>• Third Party Property Damage insurance<ul style="list-style-type: none"><li>– Liability cover as specified in the legal liability section.</li></ul></li><li>• Third Party Fire and Theft insurance<ul style="list-style-type: none"><li>– Accidental loss of or accidental damage to your vehicle caused by fire, explosion, lightning or theft as listed under the Third Party Fire and Theft insurance section including Other benefits.</li><li>– Liability cover as specified in the legal liability section.</li></ul></li></ul> |
|------------------------------------|--|

- 
- |  |  |
|--|--|
| <b>What cover you get for your vehicle</b> | <p>Your vehicle:</p> <ul style="list-style-type: none"><li>• for its agreed or market value whichever is shown on your policy schedule;</li><li>• and accessories as supplied by the manufacturer; and</li><li>• fitted or non-standard extras, modifications and accessories which are included on your policy schedule (not applicable if you have Third Party Property damage cover).</li></ul> |
|--|--|
-

---

**What we pay for (where applicable)** If we agree to a pay claim for covered loss of or damage to your vehicle we will:

- At our option, repair or pay you the reasonable cost of repairs or the agreed value or market value that applies on the policy; and
- Pay for other covered benefits that apply, subject to the relevant limits.

---

**What you pay for** If you make a claim and are considered responsible or at fault for the accident, you will be required to pay:

- Any amounts that might apply such as an excess.

---

# Summary of policy features and benefits

Our car insurance policy has been designed to provide you with three types of cover to choose from. You need to decide if this insurance is right for you and you should read all of the documents that make up the policy to ensure you have the cover you need. The cover you choose will be shown on your policy schedule.

## Summary of features and options

### Features and benefits

Accidental loss of or damage to your vehicle

New for old replacement – less than 3 years old

Accidental death benefit – \$25000 per period of insurance

Child seat or baby capsule – \$650 any one incident

Cleaning up after an accident – \$1000 any one incident

Emergency repairs – \$500 any one incident

Emergency accommodation and travelling expenses – \$1000 any one incident

Finance gap Cover – up to 50% of the difference between your vehicle's insured value and your finance contract residual liability, excluding arrears

Lock Re-keying/Re-coding – \$2000 any one incident

Return of vehicle following repairs – up to \$500 any one incident

Personal items – \$1000 any one incident

Rental car after theft – 21 days, \$100 per day maximum

Signwriting and artwork – up to \$1000 any one incident

Personal items – \$1000 any one incident

Removal of basic excess for 1st windscreen claim

Temporary cover on replacement vehicle – 21 days

Towing Reasonable costs

Trailer and caravan cover – \$1000 or market value whichever is the lesser any one claim

Transportation costs – \$500 any one incident

Legal liability – \$30000000 any one event or series of events

Substitute vehicle (liability)

Legal costs – All



## Summary of features and options

Employer's or principal's liability

### Features and benefits (cont.)

Supplementary bodily injury (liability) – \$30000000 any one event or series of events

---

Uninsured motorists extension

---

### Optional benefits you can add

Protected NCB – 1st claim per period of insurance

---

Rental car following an accident – 21 days, \$100 per day maximum

---

Removal of basic excess for 2nd windscreen claim

---

Tools of trade – \$1500 any one incident

---

### Optional items you can select to decrease your premium

Restricted driver – no cover applicable to drivers under 30 years of age

---

Unnamed driver excess – \$5000 any one claim

---



Comprehensive	Third Party Property Damage	Third Party Fire & Theft
✓	✓	✓
✓	✓	✓
✗	✓	✓
✓	✗	✗
✓	✗	✗
✓	✗	✗
✓	✗	✗
✓	✗	✗
✓	✗	✗
✓	✗	✗

# Table of Contents

	page
<b>Arthur J. Gallagher Car Insurance</b>	1
Car Insurance – a snapshot	2
Summary of policy features and benefits	4
<b>Our agreement with you</b>	10
Your insurance contract	10
Your waiting period for cyclone, flood and bush fires	10
Your policy schedule	11
Receiving your policy documents	11
Your responsibilities	11
Special conditions	12
The value we apply to your vehicle	13
Your premium	14
Paying your premium	14
What happens if you don't pay your premium on time	15
Twenty one day cooling off period	15
Renewing your policy	16
Assigning your rights	16
Appointing a representative	16
Governing law	16
Duty of Disclosure	17
Your No Claim Bonus (NCB) or Rating level	18
<b>Comprehensive insurance</b>	20
Accidental loss of or damage to your vehicle	20
Other benefits we will pay	21
<b>Optional benefits</b>	27

	page
<b>Legal liability</b>	30
Cover for damage to other people’s property (legal liability)	30
Other benefits we will pay	32
<b>Third Party Fire and Theft</b>	33
Loss of or damage to your vehicle caused by fire or theft	33
Other benefits we will pay	33
<b>Making a claim</b>	35
Choosing a repairer	41
Parts used to repair your vehicle	42
<b>Excesses/deductions</b>	43
Other deductions	46
<b>When we will not pay your claim</b>	47
<b>Changes to your policy</b>	52
What you must tell us	52
Cancellation rights under your policy	53
How to resolve a complaint	54
Privacy notice	55
General Insurance Code of Practice	57
Financial Claims Scheme	57
Updating this PDS	58
Phoning for assistance and confirmation of transactions	58
<b>Words with special meanings</b>	59

# Our agreement with you

## Your insurance contract

When you buy the type of motor insurance cover you need, we enter into a contract with you which is called the policy and is made up of:

- your policy schedule;
- this Product Disclosure Statement (PDS),
- any applicable Supplementary PDS (SPDS) we issue that varies it; and
- any other document we tell you forms part of the policy which may vary or modify the above documents.

This document (together with any amendments, updates or endorsements that we give you in writing which may vary it) will also apply for any offer of renewal we make, unless we tell you otherwise or issue you with a new and updated PDS.

If there is more than one insured on the policy, then anything that any of the insureds says, does or omits to advise to us of applies to and affects the rights to all of the insureds.

## Your waiting period for cyclone, flood and bush fires

To manage the risk of people taking out motor insurance on their uninsured vehicles when events such as cyclones, floods or bush fires are predicted, we do not provide cover (where the type of cover you have provides it) for any loss of or damage to your vehicle caused by these events during the first 72 hours after the policy is first taken out by you (it does not apply to renewals). However, you will be covered from the time you take out the policy for covered loss of or damage to your vehicle not caused by these events.

## Your policy schedule

Your policy schedule shows the type of cover you have and any optional covers you have added under the policy. It also shows the period that the policy covers you for called the period of insurance.

## Receiving your policy documents

You may choose to receive your policy documents:

- electronically (by email); or
- in hard copy (by post).

In the event that you choose to receive your documents electronically, we will send them to the email address that you provide us, not your mailing address. Any documents sent by email will be considered to have been received by you 24 hours from the time we sent them to your email address.

If you do not tell us to send your documents to you electronically, then we will send them to you by post to the mailing address that you have provided us.

It is your responsibility to make sure that both the email and mailing address you have provided us are up to date. This means you need to let us know if you change your email or mailing address as soon as it happens (refer to “Changes to your policy”).

## Your responsibilities

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether the policy is specifically appropriate for your objective, financial situation or needs, you should carefully read this document before deciding.

When entering into the policy or on renewal, variation, extension, replacement or reinstatement you must meet your duty of disclosure obligations.

You must during the term of the policy follow and meet all of the policy's terms and conditions. In particular:

- take all reasonable care to prevent loss of (including theft) or damage to your vehicle. This includes but is not limited to:
  - moving your vehicle from rising flood waters if it safe to do so;
  - ensuring that the ignition keys are not left in the vehicle when no one is in the vehicle;
  - locking all the doors and windows when the vehicle is parked or unattended; and
  - accompanying anyone test driving the vehicle when it is being test driven as part of you selling the vehicle.
- keep your vehicle well maintained and in a roadworthy condition. This includes but is not limited to ensuring safety parts such as tyres, brakes and lights are in the condition necessary to allow the vehicle to be registered.
- ensure that any information you give us as part of a claim document or statement to us is honest and complete.

## Not meeting your responsibilities

If you do not meet your responsibilities we may do either or both of the following:

- reduce or refuse your claim; and
- cancel your policy.

If fraud is involved we can treat your policy as if it never existed. The above rights are subject to any relevant law.

## Special conditions

We may impose special conditions on your policy that exclude, restrict or extend cover for a certain person or condition. An example of this would be when we may not cover certain drivers. These conditions will be listed on your policy schedule and you should read the policy schedule carefully.

## The value we apply to your vehicle

Depending on the type of insurance cover you choose, we may insure your vehicle for either an agreed value or for market value. The value that applies to your vehicle will be shown on your policy schedule.

### Agreed value

The agreed value is the specified amount we agree to insure your vehicle, up to which is listed in the policy schedule.

Typically, people seek to ensure that the amount takes into account:

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

### Market value

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

To determine the market value we look at things such as:

- local market prices;
- your vehicle's condition; and
- any modifications, options or accessories that are attached to your vehicle and shown on the policy schedule.

## Your premium

In return for paying or agreeing to pay us your premium, we will provide the cover that you have chosen. Your premium will be based on our view of the likelihood of a claim being made on your policy during the term of the policy. When we work out the premium we look at a number of factors that have over time been shown to be a good determinate of the likelihood of a claim being made. Some of these factors include:

- the type of vehicle you have insured and where you keep it;
- the age of the insured and other people likely to drive the vehicle; and
- the way you use your vehicle – for example, private or business use.

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

## Paying your premium

You must pay your premium on time. You can pay your premium as a:

- lump sum annually; or
- in monthly instalments by direct debit from a bank account or credit card you nominate.

Your policy schedule shows the amount you need to pay and the due date for your annual premium or monthly instalments.



## What happens if you don't pay your premium on time

You need to pay your annual premium or instalments by the due date. If you do not pay your premium by the due date, your policy will be cancelled and you may not be able to make a claim.

A monthly instalment will be considered unpaid by us if it cannot be deducted from your nominated account or credit card. If an ongoing monthly instalment is unpaid for 14 days or more after the due date then we will refuse a claim for any incidents that take place during this time.

We may deduct any outstanding premium amount or incorrectly refunded premium, from any claim payment.

## Twenty one day cooling off period

You can ask us to cancel your policy within 21 days from:

- the date we issued you a new policy; and
- the start date of a policy that you have renewed

and in either of these situations, provided you have not made or an event has not occurred that could give rise to a claim on your policy, we will refund your premium. We may deduct from your refund amount any reasonable administrative and transaction costs incurred by us that are reasonably related to you buying and cancelling your policy and any government taxes or duties we cannot recover.

In addition to your cooling off period, you can cancel the policy at any time by calling us. Refer to the "Cancellation rights under your policy" section for further details.

## Renewing your policy

You will receive a renewal notice at least 14 days prior to the expiry date of the period of insurance advising whether we will offer renewal or not.

If we offer renewal, the renewal notice will set out the renewal terms, including the new premium and excess(es).

If you pay your premium by instalments and are happy with the proposed renewal terms and you don't have to notify us of any matter required in the renewal notice you won't need to contact us. If we don't hear from you by the expiry date we will automatically renew the policy on the terms proposed.

Where you have provided us with a nominated account/ credit card we will also deduct the installments for the new policy, unless you tell us not to.

If you don't want to take up the renewal offer or need to vary it or the information listed contact us before the renewal.

Each renewal is a separate policy, not an extension of the prior policy and the cooling off period applies on each renewal.

## Assigning your rights

You are not allowed to assign any benefits, rights or, obligations under your policy unless you have our written permission to do so.

## Appointing a representative

You need to tell us if you want to have someone represent you and we need to agree. This also applies if you want someone to manage your policy or claim.

## Governing law

Your policy is governed by the law of the state of Australian State or Territory where your vehicle is kept.

# Duty of Disclosure

## Your Duty of Disclosure

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

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

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

## Your Duty of Disclosure when you enter into the contract with us for the first time

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

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

## Your Duty of Disclosure when you renew the contract

Where applicable, we will tell you what your renewal duty of disclosure is prior to each renewal.

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

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

## What you do not need to tell us

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

## Non-disclosure

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

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

## Your No Claim Bonus (NCB) or Rating level

A no claims bonus and a rating level mean the same thing.

Your no claims bonus or rating level rewards you for not having made claims. With this feature, each additional consecutive year that you and the covered drivers on your policy have not had a claim helps keep your premium lower (up to a maximum).

When a claim is made, the no claims bonus or rating level may be reduced (including to nil).

## When you retain your no claim bonus or rating level

Your no claim bonus or rating level will not be impacted when:

- the driver of your vehicle at the time of the accident did not contribute to the cause of the accident, that is the claim is a recoverable one. Recoverable is a word with a special meaning in this document. This meaning is outlined in the section in the section “Words with special meanings”;

- your vehicle was damaged while parked, and you supply us with the name, address and licence number of the responsible party, and/or the registration number(s) of the other vehicle(s) involved in the accident;
- the amount we have paid out to cover your loss has been recovered;
- your claim relates to the cost of repairing or replacing the windscreen or window glass of your vehicle if it is accidentally broken.

Premiums are calculated prior to no claim bonus discount being applied. The premium for a policy may increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

# Comprehensive insurance

Comprehensive insurance is the top level of Car Insurance cover we provide.

## Accidental loss of or damage to your vehicle

We will cover you for accidental loss of (including theft) or any other type of accidental damage that happens to your vehicle during the period of insurance, subject to the other terms of this section and the policy (including those relating to the limits and excess).

Where new for old replacement of a new vehicle after a total loss does not apply, at our option we will:

- repair your vehicle; or
- pay you the reasonable cost of repairing your vehicle; or
- pay you the market value of your vehicle when the policy schedule shows that your vehicle is insured for market value; or
- pay you the agreed value of your vehicle when the policy schedule shows that your vehicle is insured for an agreed value.

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

## New for old replacement of a new vehicle after a total loss

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

- your vehicle is a total loss;

- you purchased it new (or as a demonstrator model) from the manufacturer or their dealer;
- where your vehicle is financed, your financier has given us written consent; and
- your vehicle is less than three years old from when it was first registered at the time it is declared a total loss.

If a new replacement vehicle is not available, we will pay you either the market value or agreed value of your vehicle, whichever is shown as applicable in the policy schedule.

If the payment of an excess is applicable it is payable to us upfront before we replace your vehicle.

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

## Temporary cover on replacement vehicle

If you sell or give away your vehicle and replace it with another one, we will provide temporary cover for the replacement vehicle for 21 days only from the time you sold or gave the vehicle away on the same terms set out in your policy, except that we will only insure the vehicle for the market value.

## Other benefits we will pay

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

### Accidental death benefit

If you suffer an injury (see page 60 for definition of injury) that solely results in your accidental death (see page 59 for a definition of accidental) within 90 days of the injury.

We will pay your estate \$25000. We will not pay more than \$25000 in any one period of insurance no matter how many insureds there are.

### **Child seat or baby capsules**

Following a covered accident, we will replace any child seat or baby capsule in your vehicle.

The maximum we will pay in respect of any one incident is \$650.

### **Cleaning up after an accident**

We will cover your legal liability to pay for the cleaning up of any debris of your vehicle following an accident.

The maximum amount we will pay is \$1000 for any one accident.

### **Emergency repairs**

We will reimburse you for the cost of emergency repairs which may be necessary to enable you to drive your vehicle home after a covered accident.

The maximum we will pay in respect of any one incident is \$500.

### **Emergency accommodation and travelling expenses**

We will pay for any reasonable additional travel or accommodation expenses incurred by you as a result of a covered accident, provided that at the time of the covered accident your vehicle was more than 100 kilometres from the address where it is normally parked at night.

We will not pay accommodation expenses if you had intended to pay for overnight accommodation in any event. Travelling expenses extends to include the cost of collecting of your vehicle following repairs.

The maximum amount we will pay for accommodation and travelling expenses combined resulting from any one claim or incident is \$1000.



## Finance Gap Cover

Following total loss of the vehicle, we will pay up to 50% of the difference between your vehicle's insured value and your finance contract residual liability, excluding arrears, should the insured value be less than the finance contract residual liability.

## Lock re-keying/re-coding

If the keys to your vehicle are stolen by a person that is not a family member, invitee or person who resides with you, we will pay for the replacement of your vehicle's keys and the necessary re-coding of your vehicle's locks.

The maximum amount we will pay is \$2000 for any one incident.

This benefit will only apply if the theft of your keys has been reported to the police.

Cover under this benefit does not entitle you to a claim for a rental vehicle.

## Personal items

We will also pay for the accidental damage to or theft of personal effects and clothing belonging to you, your spouse, or your de facto or dependent children where:

- we have accepted your claim for accidental damage to your vehicle; or
- they were stolen from your vehicle which was locked; or
- we have accepted your claim for theft of your vehicle and they were stolen at the same time.

We may choose to pay the amount of the loss or damage, or repair or replace the personal effect or item of clothing.

The maximum we will pay in respect of any one incident is \$1000.

## Removal of basic excess for 1st windscreen claim

We will not apply an excess for the first windscreen or window glass only claim in any one period of insurance.

This benefit only applies if the broken windscreen or window glass is the only damage to your vehicle.

Your no claim bonus entitlement will not be impacted if your claim is only for the cost of repairing or replacing the windscreen or window glass in your vehicle and it is accidentally broken or damaged.

## Rental car after theft

If we have accepted your claim for theft of your vehicle we will arrange for you to be provided with a rental car:

- until your vehicle is recovered undamaged and you have been told of its location; or
- until your vehicle is recovered damaged and the damage is repaired; or
- until we settle your claim by paying the agreed value or market value; or
- for a maximum of 21 days, whichever happens first.

The maximum daily rental charge we will pay is \$100.

Additionally, as part of this Rental car after theft benefit, we will reimburse you up to \$2100 in total for any excess or security bond you have to pay under your rental car agreement because there is accidental loss of or damage to the rental car or because it causes some loss or damage.

We will not pay for:

- a rental car unless its hire has been arranged by us or approved by us;
- the cost of fuel used during the rental period; or
- any accidental loss of or damage to the rental car.

If a rental or loan car is not available, we will pay you a daily travel allowance of \$50:

- until your vehicle is recovered undamaged and you have been told of its location; or
- until your vehicle is recovered damaged and the damage is repaired; or
- until we settle your claim by paying the agreed value or market value; or
- for a maximum of 21 days, whichever happens first.

## Return of vehicle after repairs

We will return your vehicle to you after it has been repaired following an accident or theft.

We may choose to either:

- pay you the reasonable cost of travel to collect your vehicle; or
- arrange to have your vehicle delivered to you after repairs have been completed.

We will not pay if the repairer is less than 100 kilometres from where you normally keep your vehicle.

The most we will pay is \$500 for any one incident.

## Signwriting and Artwork

We will pay for loss or damage to artwork or signwriting forming a permanent part of your vehicle at the time of loss or damage.

The most we will pay is \$1000 for any one incident.

## Towing

We will pay the reasonable cost of protection, removal and towing of your vehicle after a covered accident to the nearest repairer, place of safety or any other place which we agree to.

## Trailer and caravan cover

We will pay for accidental loss of or accidental damage to any trailer or caravan which was attached to your vehicle at the time of the covered accident.

We will pay the lesser of \$1000 or the market value of the trailer or caravan.

We will not pay for property being carried in or on the trailer or caravan.

### **Transportation costs**

If your vehicle cannot be safely driven home after a covered accident we will reimburse you for the cost of:

- travel necessary to return you, your spouse, your de facto and/or dependent children to your home, and/or
- transportation for you to collect your vehicle when it has been repaired.

The maximum we will pay for any one incident is \$500.

# Optional benefits

Any optional benefits you have been provided with will be automatically included with any renewal offer we make unless you contact us and ask us to remove these optional benefits at renewal.

## Protected NCB

When the policy schedule shows that protected no claim bonus applies, we will not reduce your current no claim bonus entitlement for the first claim in any one period of insurance which is your fault or where the responsible party cannot be identified.

## Rental car following an accident

When the policy schedule shows that the rental car following an accident option applies and we accept a claim for accidental damage to your vehicle, we will:

- provide you with a rental car; or
- if a rental car is not available, pay you a daily travel allowance of \$50.

The rental car benefit or daily travel allowance will be provided from:

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

whichever is the later.

The maximum daily rental charge we will pay is \$100. We will provide the rental car or daily travel allowance benefit:

- for a maximum period of 21 days; or
- until the repairs have been completed; or
- until we settle your claim by paying you the agreed value or market value, whichever happens first.

Additionally, as part of this Rental car following an accident option we will reimburse you up to \$2100 in total for any excess or security bond you have to pay under your rental car agreement because there is accidental loss of or damage to the rental car or because it causes some loss or damage.

We will not pay for:

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

## Removal of basic excess for windscreen claims

When the policy schedule shows that the removal of basic excess for windscreen claims option applies, if the windscreen or window glass in your vehicle is accidentally broken or damaged for the second time in any one period of insurance we will not apply an excess to your claim.

This benefit only applies if the broken windscreen or window glass is the only damage to your vehicle.

Your no claim bonus entitlement will not be affected if your claim is only for the cost of repairing or replacing the windscreen or window glass in your vehicle and it is accidentally broken or damaged.

## Restricted driver

When the current schedule shows that the restricted driver option applies we will not cover any accidental loss, damage or liability, which results in a claim, when the driver of your vehicle was a person under 30 years of age.

We will not refuse to pay your claim if the driver of your vehicle:

- was found guilty of theft or illegal use of your vehicle;
- was a person paid by you to repair, service or test your vehicle; or
- was an attendant at a car park.

## Tools of trade

When the policy schedule shows that the tools of trade option applies and we accept a claim for accidental loss of (including theft) or accidental damage to your vehicle under the policy, we will also cover accidental loss of (including theft) or accidental damage to tools of trade, trade stock and materials.

This option only applies:

- if the tools of trade, trade stock or materials are stolen via forcible and violent entry to your securely locked vehicle and/or tool box, permanently fixed to your vehicle; or
- if the tools of trade, trade stock or materials are damaged as a result of a motor vehicle collision.

The maximum we will pay is \$1500 for any one incident.

# Legal liability

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

We will cover your legal liability to pay compensation for loss of or damage to someone else's property which is caused by a motor vehicle accident which is partly or fully your fault which occurs during the period of insurance and arises out of the use of:

- your vehicle or a substitute vehicle used by you whilst your vehicle is being serviced or repaired; and/or
- a caravan or trailer towed by your vehicle.

The above cover is extended to:

- any person who is driving, using or in charge of your vehicle with your permission;
- a passenger travelling in your vehicle or who is getting into or out of your vehicle with your permission; and
- your employer, principal or partner arising out of your use of your vehicle.

We will not cover legal liability:

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



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

We will also cover you, a currently licensed driver driving the vehicle with your permission, or a passenger travelling in or getting into or out of the vehicle with your permission, for legal liability for death or bodily injury caused by or arising out of the use of your vehicle or a substitute vehicle, if the vehicle is registered for use on a public road when the liability is incurred and arises, from one or more of the following events:

- driving or being in charge of your vehicle or a substitute vehicle;
- goods being carried by or falling from your vehicle or a substitute vehicle; or
- loading or unloading your vehicle or a substitute vehicle.

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

- statutory or compulsory insurance policy or any statutory or compulsory insurance; or
- compensation scheme or fund, even if the amount recoverable is nil.

We will not pay for legal liability to any:

- person driving or in charge of your vehicle;
- of your employees; or
- member of your family.

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

We will not pay unless you or the person claiming under this section has notified us of a claim under this section within six months of you or that person first becoming aware of an intention to make a claim against you or that person.

We will not pay for legal liability caused by or arising from an intentional act by you or any other person.

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

## Maximum amount payable

The maximum amount we will pay for all claims under this policy for liability for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$30000000.

## Other benefits we will pay

### Legal costs

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

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

### Uninsured motorists extension

(This benefit is applicable to Third Party Insurance and Third Party Fire & Theft Insurance only)

We will cover your vehicle for loss or damage arising from an accident caused by the driver of an uninsured vehicle up to a maximum amount of \$5000 for any one incident including the cost of protection, removal and towing.

You may only claim under this extension if you:

- did not contribute to the cause of the accident;
- can provide us with the name and address of the person responsible for the accident; and
- can provide the registration number of the other vehicle.

# Third Party Fire and Theft

## Loss of or damage to your vehicle caused by fire or theft

We will cover your vehicle for accidental loss of or damage caused by fire, explosion, lightning or theft that happens during the period of insurance, subject to the other terms of this section and the policy (including those relating to limits and excesses).

At our option we will:

- repair your vehicle; or
- pay you the reasonable cost of repairing your vehicle; or
- pay you the market value of your vehicle.

The maximum we will pay is \$5000 any one incident.

Further we will adjust your claims payment in accordance with the GST provision noted under GST notice.

## Other benefits we will pay

### Lock re-keying/re-coding

If the keys to your vehicle are stolen by a person that is not a family member, invitee or person who resides with you, we will pay for the replacement of your vehicle's keys and the necessary re-coding of your vehicle's locks.

The maximum amount we will pay is \$2000 for any one incident.

This benefit will only apply if the theft of your keys resulted in the vehicle being stolen and it was reported to the police.

### Rental car after theft

If we accept a claim above for theft of your vehicle we will arrange for you to be provided with a rental car:

- until your vehicle is recovered undamaged and you have been told of its location; or
- until your vehicle is recovered damaged and the damage is repaired; or
- until we settle your claim by paying the agreed value or market value; or
- for a maximum of 21 days,

whichever happens first.

The maximum daily rental charge we will pay is \$100.

Additionally, as part of this Rental car after theft benefit, we will reimburse you up to \$2100 in total for any excess or security bond you have to pay under your rental car agreement because there is accidental loss of or damage to the rental car or because it causes some loss or damage.

We will not pay for:

- a rental car unless its hire has been arranged by us or approved by us;
- the cost of fuel used during the rental period; or
- any accidental loss or damage to the rental car.

If a rental or loan car is not available, we will pay you a daily travel allowance of \$50:

- until your vehicle is recovered undamaged and you have been told of its location; or
- until your vehicle is recovered damaged and the damage is repaired; or
- until we settle your claim by paying the agreed value or market value; or
- for a maximum of 21 days, whichever happens first.

## Towing

Following fire or theft of your vehicle, we will pay the reasonable cost of protection, removal and towing of your vehicle to the nearest repairer, place of safety or any other place which we agree to.

# Making a claim

## Assisting us with your claim

You must assist us with your claim. This means give us all the information and assistance with your claim which we may reasonably require. If you do not we may not pay your claim or provide cover.

If we have the right to recover any amount payable under this policy from any other person, you must co-operate with us in any action we may take.

## Deciding who is at fault

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

## What we pay for

If we agree to settle your claim, we will:

- decide whether to repair your vehicle, pay the reasonable cost of repairing your vehicle or pay the agreed or the market value (as applicable);
- pay any other benefits that apply;
- pay for any optional covers you have chosen and paid for;
- deduct any amounts that apply to the policy such as excess or unpaid premium.

## The most we will pay

This will depend on what level of insurance cover you have chosen.

- if you have Comprehensive insurance we will pay either the agreed or market value (as applicable);
- if you have Third Party Fire & Theft insurance the most we will pay is the vehicles market value up to \$5000.

- if you have chosen either Third Party Property Damage or Third Party Fire & Theft insurance and claim under the uninsured motorist's extension, then the most we will pay is \$5000.

## How we will settle your claim

We may choose to settle your claim in any of these ways.

### Repair your vehicle

We can arrange for one of our selected repairers to repair your vehicle or you can arrange for your own repairer. To see what happens when a decision is being made on a repairer see the section "Choosing a repairer".

### Pay you the reasonable cost of repairing your vehicle

Rather than repair your vehicle we can choose to pay you the reasonable cost of repairing it. If we choose this approach we will determine the reasonable cost by examining a number of factors. This may include the quote from your nominated repairer and other repairers as well as reports from our trained assessors.

We may choose the approach of paying you the reasonable cost to us of repairing your vehicle where we are not satisfied with the repairer you choose.

### Pay your claim as a total loss

We may pay out your claim as a total loss when we consider your vehicle to be a total loss or we choose to do so. If we pay out your claim as a total loss, your policy comes to an end and there is no refund of premium to you for any unexpired period of the policy.

For Comprehensive insurance we pay the market or agreed value (as applicable) less:

- the excess; and
- any unpaid premium.

We will keep the vehicle.

For Third party fire and theft insurance if the market value is less than \$5000 we will pay you the market value less:

- the excess; and
- any unpaid premium.

If the market value is over \$5000 we will pay you the market value less any salvage value up to \$5000 less:

- the excess; and
- any unpaid premium.

You would then keep the vehicle.

If we have paid a claim following theft and the vehicle is then recovered after we have paid the claim, you will need to pay back the amount we paid you.

For Third Party Fire and Theft insurance and Third Party Property Damage insurance, if we settle your claim under the “uninsured motorist extension” we will pay you the market value up to \$5000 less:

- our estimated salvage value; and
- any unpaid premium.

You would then keep the vehicle.

## Paying for other benefits

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

## What happens to your property

### Recovered vehicles

If we settle your claim under Comprehensive insurance and it is a total loss and the vehicle is later recovered we will usually keep the recovered vehicle.

## Damaged property

If we settle the claim for a damaged item then it becomes our property.

## Credit provider's rights

You must tell us if you have used the vehicle as security for a loan. This may also apply if you have a lease or hire purchase agreement on your vehicle.

When you do this we note the credit provider on your policy schedule.

When there is a credit provider noted:

- we treat the vehicle as being under a finance arrangement;
- we treat any statement, act, or omission or claim by you as a statement, act or admission by the credit provider; or
- we may recover any payment either in your name or the credit provider's name.

## Payments to the credit provider

If we pay you for a claim on your vehicle that is under a finance arrangement, we first pay the credit provider the lower of these amounts after deducting any excess and deductions that apply:

- the agreed value or market value;
- the cost of repairing your vehicle; and
- the balance owing to the credit provider under the finance arrangement.

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

However we will only pay the credit provider if they:

- are noted on your policy schedule; and
- give us any help we ask for.



If we make a payment to a credit provider, then that payment discharges our obligation to you under your policy for the amount paid.

If we decide to settle your claim as a total loss, before we settle your claim:

- we will check the Personal Property Securities Register to confirm whether any money is owing on your vehicle; and
- you must settle any finance arrangement over your vehicle and remove it from that register.

## GST Notice

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need.

Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

## Sums insured

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

## Claim settlements – where we agree to pay

When we calculate the amount we will pay you, we will have regard to the items below:

- Where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.

We will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the policy or in this schedule.

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

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled.

- Where we make a payment under this policy as compensation instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.
- Where the policy insures business interruption, we will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

## Business registered for GST

If you are a business registered for GST. Before we make any payment on your policy, we will deduct an amount equal to your input tax credit entitlement. This applies to any amount we pay, including where we state that an amount will include GST.

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

## Recovery against another party

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

The amount of any excess you have paid will only be refunded when we have recovered the total amount we have paid under your claim, unless we have agreed otherwise.

## Repairing your vehicle

If we choose the option of repairing your vehicle, we will decide the best way of repairing any damage that exists.

You have to get approval from us before starting any repairs on your vehicle.

## Choosing a repairer

Allianz can assist you in selecting a suitable repairer to repair the damage to your vehicle. You also have the right to choose your own repairer. In both instances we will work closely with the repairer to strive to achieve the best repair outcome for you however we may require a second quotation from a repairer chosen by us. We will then choose (subject to any relevant policy limits) to:

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

## Authorising repairs

Where you have comprehensive cover you may only authorise emergency repairs as detailed under the “Emergency repairs” benefit. You cannot authorise further repairs to your vehicle without our prior consent.

Before we make a decision regarding your claim and repairs to your vehicle, we may need to inspect your vehicle. A motor vehicle assessor will be appointed by us. We or our assessor will make the necessary arrangements with you.

- Where diagnosis (such as the stripping of engine) is required to determine if there has been an accident covered by this policy, if you or we incur costs for such diagnosis and reassembly; and
- the claim is subsequently accepted as valid by us, we will bear these costs subject to the applicable sum insured/ limits of liability; or
- if the claim is not lodged or the claim is not subsequently accepted by us, you agree to pay for the diagnosis and reassembly costs.

## Parts used to repair your vehicle

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

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

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

## Guarantee on repairs

We guarantee materials and workmanship on repairs we authorise for as long as you own or lease your vehicle. This guarantee is not transferable.

## Unrepaired damage

If your vehicle had any unrepaired damage before an incident, then you may need to contribute to the repair costs.

You need to do this when the damage caused by the incident results in us having to repair more areas of your vehicle than were affected by the unrepaired damage.

## Undamaged areas

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

# Excesses/deductions

An excess is the amount(s) shown in the policy schedule which you must pay when you make a claim under your policy unless we state an excess does not apply. More than one excess may apply.

There are different types of excess which may apply to you or the driver of your vehicle at the time of the claim.

The excess types are shown on the policy schedule under the heading Excess Your contribution to any claim.

The payment of an excess helps to keep the cost of your premium down by reducing the number of small claims made against our motor vehicle insurance policies. These are:

## Basic excess

The basic excess is the first amount you must pay on each claim. The amount of the basic excess will be shown on the policy schedule, next to the heading "Basic excess".

The basic excess is comprised of the "Minimum basic excess", the "Voluntary excess" and any "Imposed excess".

- **Minimum basic excess**

The minimum excess that is due under the policy for each claim. The amount of the minimum basic excess will be shown on the policy schedule.

- **Voluntary excess**

Choosing a voluntary excess allows you to reduce your premium by selecting a higher basic excess. It applies in addition to the minimum basic excess.

The voluntary excess you choose will be shown on the policy schedule.

- **Imposed excess**

An imposed excess may be applied to a policy due to risk based underwriting criteria. It applies in addition to the minimum basic excess. Any imposed excess amount will be shown on the policy schedule.

## Age excess

If you make a claim for an accident that occurred when your vehicle was being driven by a driver under the age of 25, you must pay the age excess shown in the policy schedule in addition to the basic excess.

## Undeclared young driver excess

If you make a claim for an accident when your vehicle was being driven by a driver under the age of 25, who was not listed in your policy schedule, the undeclared young driver excess shown on the policy schedule must be paid in addition to the basic excess and age excess.

You will not have to pay an undeclared young driver excess if the driver:

- was found guilty of the theft or illegal use of your vehicle;
- had been paid by you to repair, service or test your vehicle;
- was an attendant at a car park; or
- was a learner driver accompanied by the holder of a full unrestricted Australian drivers licence.

## Inexperienced driver excess

You will need to pay the inexperienced driver excess shown on the policy schedule in addition to the basic excess payable if you make a claim for an accident when your vehicle was being driven by a driver over the age of 25 who had not held their current Australian or overseas driver's licence for more than two consecutive years.

You will not have to pay an inexperienced driver excess if the driver:

- was found guilty of the theft or illegal use of your vehicle
- had been paid by you to repair, service or test your vehicle; or
- was an attendant at a car park; or
- was a learner driver accompanied by the holder of a full unrestricted Australian drivers licence.

## Theft excess

If you make a claim for loss or damage caused by or arising from theft or attempted theft of your vehicle, you must pay the theft excess shown in your policy schedule in addition to all other applicable excesses shown in your policy schedule.

## Driver excess

When your policy schedule shows there is a driver excess on the policy, then the driver excess will be applied to any claims which occur whilst the vehicle is being driven by the person listed. This excess is in addition to all other excesses applicable to your policy.

## Unnamed driver excess

When the policy schedule shows that the named driver option applies, we will apply a \$5000 unnamed driver excess (as shown on the policy schedule) if you make a claim for an accident when your vehicle was being driven by any driver that is not listed in your policy schedule as a named driver.

This excess, if payable, will replace all other excesses which would otherwise have been applicable to the unnamed driver.

## When you do not have to pay an excess

You will not have to pay any excess if:

- the claim relates to damage, that we agree, was the fault of a person other than the driver of your car, at the time of the incident; and
- you can provide us with the name and contact details of the other person; and
- the claimable loss is recoverable by us;
- if the windscreen or window glass in your vehicle is accidentally broken or damaged, subject to the following conditions:
  - the removal of your obligation to pay any excess only applies to one claim in any one period of insurance; and

- the broken windscreen or window glass must be the only damage to your vehicle.

In the event that the fault of the incident, which gave rise to the claim, is in dispute, you will be required to pay the excess and the excess will be refunded if we are successful in establishing the fault of the other person.

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

- windscreen or window glass damage only;
- theft;
- hail, storm, cyclone, bush fire or flood damage;
- malicious damage; or
- damage to your vehicle while parked.

## Other deductions

If we finalise your claim as a total loss there are other amounts we deduct before we pay out your claim:

- any unpaid premiums or monthly instalment payments that cover the rest of your period of insurance for the policy; and
- salvage value, if applicable. Normally we will keep the vehicle in the event of a total loss but if we agree to let you keep the wreck then we will deduct its estimated salvage value.



# When we will not pay your claim

You are not covered and we will not pay any claim under the policy for loss, damage or liability or costs or expenses that is caused by or arises from or is in any way connected with:

## An unlicensed driver

Your vehicle being driven by or in charge of someone unlicensed, or not complying with the conditions of their licence. We will pay a claim for you but not the driver or person in charge of your vehicle if you can prove to us that:

- you were not the driver of the vehicle when the incident leading to the claim occurred; and
- you did not or could not reasonably have been expected to know that the driver was unlicensed, or not complying with the condition of their licence.

## A declined driver

Your vehicle being driven by a person shown in the policy schedule as a declined driver.

## A driver under the influence

Your vehicle being driven by you, or any other person:

- who was under the influence of any drug or intoxicating alcohol; or
- who, as a result of the accident, is convicted of driving under the influence of any drug or intoxicating alcohol; or
- who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the state or territory where the accident occurred; or

- who refused to submit to any test to determine the level of alcohol or drugs in the breath or blood at the time of the accident when reasonably requested by the police.

We will pay a claim for you, but not the driver or person in charge of your vehicle, if you can prove to us that:

- you were not the driver of the vehicle when the incident leading to the claim occurred; and
- you had no reason to suspect that the driver was affected by alcohol or any drug.

## Exceeding load or passenger limits

Your vehicle is carrying more people or a larger load than it is designed for, or that the driver is permitted to carry by law.

We will not refuse your claim if you can prove that the accidental loss, damage or liability was not caused or contributed to by the greater load or number of passengers.

## Unsafe vehicle

Your vehicle being used in an unsafe or unroadworthy condition. We will not refuse your claim if you can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of your vehicle.

## Carrying passengers for hire, fare or reward

Your vehicle being used to carry passengers for hire, fare or reward except under a private pooling arrangement. If your full-time employer pays you a travelling allowance, we will not consider this as a fare or reward.

## Motor sport

Your vehicle being used for:

- any motor sport or time trial or tested in preparation for any motor sport or time trial; or

- a driver education course which involves driving the vehicle insured at a speed greater than 100 km/h.

## Motor trade

Your vehicle being used in connection with the motor trade for experiments, tests, trials or demonstration purposes

## Deliberate, intentional, malicious or criminal acts

Your vehicle being subjected to a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- you, or any other person named in the policy schedule; or
- any person who is acting with your express or implied consent.

## War

Your vehicle being damaged by any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military uprising.

## Radio activity or nuclear materials

Your vehicle being damaged by:

- any nuclear fuel or nuclear waste;
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission; or
- nuclear weapons material.

## Terrorism exclusion

Your vehicle being damaged by:

- any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion,

- any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in the above point.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- influence a government or any political division within it for any purpose; and/or
- influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

## Absolute asbestos exclusion

The existence, at any time, of asbestos.

## Loss of use

Any loss of use of your vehicle.

## Tyres

Damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts.

## Lawful seizure

Any accidental loss or damage as a result of the lawful seizure of your vehicle.

## Safeguarding your vehicle

Any loss of or damage to your vehicle at any time, after an accident, theft or breakdown unless you have taken reasonable steps to safeguard it. See what your responsibilities are under this policy in the section “Your responsibilities”.

## Theft of your vehicle

Any theft of your vehicle unless at the time of the theft:

- the ignition keys were not left in the vehicle whilst the vehicle is unattended;

- all the doors and windows were locked if the vehicle was parked or unattended; and
- you were accompanying anyone test driving the vehicle as part of you selling the vehicle.

## Renting a vehicle

- any costs associated with the loan of a vehicle; or
- the cost of renting a vehicle.

except for those circumstances detailed in:

- Rental car after theft;
- Transportation costs; or
- Rental car following an accident.

## Failure of computer or similar equipment

Loss or damage to any machinery, equipment, part, accessory or other property which:

- is a computer or which contains or comprises any computer technology (including computer chip or control logic);
- fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
- arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

## Waiting period for cyclone, flood and bush fires

Loss or damage caused by cyclone, flood or bush fires in the first 72 hours after the policy is first taken out.

# Changes to your policy

## What you must tell us

You must tell us immediately, if during the period of insurance the following events occur:

- the driver/s of your vehicle change;
- the place where your vehicle is regularly garaged/kept changes;
- your vehicle is modified in a manner that affects its value or performance in any way;
- the vehicle usage changes from private to business or vice versa; or
- any finance on your vehicle changes;
- any matter listed on your policy schedule changes or is inaccurate.

When we receive this information, we may:

- alter the terms and conditions of your policy;
- charge you additional premium;
- cancel your policy; or
- decide not to offer to renew your policy.

If you do not provide the information immediately we may be entitled to reduce, or refuse to pay a claim under the policy.

If you replace your vehicle we will provide temporary cover for the replacement vehicle from the date of purchase to a maximum of 21 days. If cover is to continue on the replacement vehicle:

- you must give us full details of the replacement vehicle during the 21 day temporary cover period;
- you must obtain our agreement to cover your replacement vehicle; and

- you must pay any extra premium we require.

Cover on the replaced vehicle ceases from the date of purchase of the replacement vehicle.

## Cancellation rights under your policy

You may cancel this policy at any time by telephoning us.

We have the right to cancel this policy in certain circumstances.

These include:

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

If we cancel the policy we may do so by giving you three business days' notice in writing of the date from which the policy will be cancelled. We will give you written notice via one of the following ways:

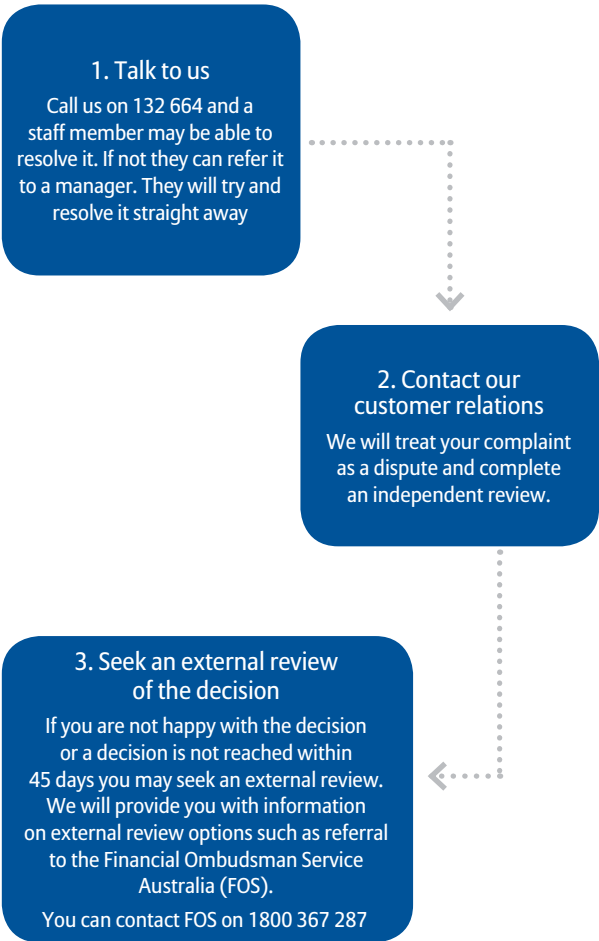
- give it to you or your agent in person;
- deliver it electronically where we are allowed by law; or
- post it to the address last notified to us.

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

In the event that you have made a claim under this policy and we have agreed to the claim no return of premium will be made for any unused portion of the premium.

## How to resolve a complaint

We want to resolve any complaint you have as quickly as possible. The diagram below outlines the steps that make up our complaint and dispute resolution process.





If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our internal dispute resolution procedures. A dispute can be referred to the Financial Ombudsman Service Australia (FOS) subject to its terms of reference. FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia

Phone: 1800 367 287

Post: GPO Box 3, Melbourne, Victoria 3001

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

## Privacy notice

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

### How we collect your personal information

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

### Why we collect your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services

that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

## **Who we disclose your personal information to**

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

## **Disclosure overseas**

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

## Access to your personal information and complaints

You may ask for access to the personal information we hold about you and seek correction by calling us at any time. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

## Telephone call recording

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

## General Insurance Code of Practice

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

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

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. For more information see APRA website at <http://www.apra.gov.au> or contact the APRA hotline on 1300 55 88 49.

## Updating this PDS

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

Other documents may form part of the PDS and the policy. If they do, we will tell you in the relevant document.

## Phoning for assistance and confirmation of transactions

If you need to clarify any of the information contained in this PDS or your policy documents, wish to confirm a transaction or you have any other queries regarding your policy, please use the contact details on the back cover.

# Words with special meanings

In this policy, some words have special meanings wherever they are used in this PDS or in other documents making up the policy. These words and their meanings are outlined below:

**accidental, accident** means a sudden, violent, external, unusual and identifiable specific event which happens unexpectedly and is unintended by the insured person.

**agreed value** means the amount which we agree to insure your vehicle up to as shown in your policy schedule.

**declined driver** means a driver, noted in the policy schedule as a declined driver who is not insured under your policy.

**excess** means the relevant excess amount(s) shown in the policy schedule which you must pay when you make a claim under your policy.

**flood** means the covering of normally dry land by water that has escaped or been released from the natural normal confines of any of the following:

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- d) another natural watercourse (whether or not it has been altered or modified);
- e) a reservoir;
- f) a canal;
- g) a dam.

**incident** means a single event or series of related events.

**injury** means a bodily injury caused solely by an accident while you are driving, riding in, getting into or out of or loading or unloading your vehicle or a substitute vehicle which occurs independently of any other cause or condition and where both the accident and the bodily injury occur during the period of insurance.

**market value** means the cost we determine to replace your vehicle with a vehicle of the same make, model, age and condition as your vehicle immediately prior to the loss or damage but excluding costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

**period of insurance** means the period of time commencing on the effective date stated in the policy schedule and ending on the expiry date stated in the policy schedule unless ending earlier in accordance with the policy or law. Each renewal gives rise to a new contract and new period of insurance which is separate to any prior period of insurance.

**personal effects** means personal items which are designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments;
- firearms;
- tools or items used in connection with a business or occupation; or
- personal music devices, or portable global positioning systems (GPS).

**policy schedule** means a document of that name which shows your policy number, details of your cover, period of insurance, any options you have and any excess you must pay. It is part of your policy and should be read in conjunction with the other documents that form your policy.

**recoverable** means to recoup the expenses we incurred in providing cover for any accidental loss or damage to your vehicle or in covering any of your legal liability costs after a claimable event. A recoverable event does not include:

- an at-fault claim; and
- a not at-fault claim where you are unable to provide us with the responsible party's name, address and vehicle registration number, any storm or naturally occurring event and a collision with an animal.

(Your no claim bonus may be affected and an excess may be required for any claimable event that is not recoverable by us, unless otherwise stated in your policy).

**substitute vehicle** means a vehicle similar to your vehicle which has been hired or borrowed because your vehicle is being repaired, serviced or is not drivable because of a mechanical breakdown.

**total loss** means when, in our opinion, the vehicle, trailer or caravan is so badly damaged that it would not be safe or it is uneconomical for us to repair, or when it has not been found within 14 days of you reporting its theft to us.

**uneconomical to repair**, means when the cost of repairs to us less the salvage value is greater than the:

- replacement cost – where a total loss gives you the right to a replacement vehicle under the policy; or
- agreed value – if your vehicle is insured for an agreed value; or
- market value – if your vehicle is insured for market value,

unless otherwise notified to you by us in writing.

**vehicle usage** means the use of your vehicle, which you have told us about. This is shown on your policy schedule. Vehicle usage may be either:

- business which means any vehicle which is used for income earning purposes; or
- private which means any type of use other than business use.

**we, our or us** means Allianz Australia Insurance Limited  
ABN 15 000 122 850 AFS Licence No. 234708 of  
2 Market Street, Sydney NSW 2000.

**you or your** means the person(s) named in the policy  
schedule as the insured.

**your vehicle** means the registered vehicle shown on your  
policy schedule including:

- its standard tools, modifications and accessories as  
supplied by the manufacturer; and
- its fitted or non-standard extras, modifications and  
accessories which are shown on your policy schedule.



This page has been left blank intentionally.

This page has been left blank intentionally.





Underwritten by:

**Allianz** 



Arthur J. Gallagher  
BUSINESS WITHOUT BARRIERS™

[www.ajg.com.au](http://www.ajg.com.au)

# Supplementary Product Disclosure Statement (“SPDS”)

## Changes to your duty of disclosure

Preparation Date: 18/10/2014

This document is an SPDS that updates and amends the Motor Insurance Product Disclosure Statement (“PDS”) given to you. It is issued by the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 of 2 Market Street Sydney NSW 2000 (Allianz). This SPDS must be read together with the PDS and any other SPDS that you are given which updates or amends the PDS.

The “Duty of Disclosure” section is deleted and replaced as follows:

### Your Duty of Disclosure

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

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

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

### Your Duty of Disclosure when you enter into the contract with us for the first time

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

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

### Your Duty of Disclosure when you renew the contract

Where applicable, we will tell you what your renewal duty of disclosure is prior to each renewal.

### Your Duty of Disclosure when you vary, extend, reinstate or replace the contract

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

### What you do not need to tell us

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

### Non-disclosure

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

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