

CAR INSURANCE

from the car experts



Product Disclosure Statement

Wesfarmers General Insurance Limited (WGIL)
ABN 24 000 036 297 AFSL 241461 is the issuer of
Kmart Tyre & Auto Service Car Insurance policies



WELCOME

Welcome to Kmart Tyre & Auto Service Car Insurance. For years, you've been able to count on the expert team at Kmart Tyre & Auto Service to provide reliable servicing and tyres at affordable prices. Now this extends to car insurance, providing you peace of mind that your car is in good hands – from servicing to insurance, we've got cars covered.

Kmart Tyre & Auto Service is underwritten by Wesfarmers General Insurance Limited (WGIL). Only WGIL can issue, vary or cancel Kmart Tyre & Auto Service Car Insurance policies. WGIL will also assess and pay claims.

Kmart Tyre & Auto Service is an authorised representative of WGIL. WGIL and Kmart Tyre & Auto Service are both wholly owned subsidiaries of Wesfarmers Limited. WGIL is one of Australia's largest General Insurers.

Kmart Tyre & Auto Service will receive a commission for referring the Kmart Tyre & Auto Service Car Insurance product to you.

What this booklet contains

This booklet contains:

- a Product Disclosure Statement
- the Kmart Tyre & Auto Service Car Insurance policy terms and conditions

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PRODUCT DISCLOSURE STATEMENT

Wesfarmers General Insurance Limited (WGIL) is responsible for this Product Disclosure Statement (PDS). It was prepared on 29 March 2010.

Purpose of this Product Disclosure Statement

This Product Disclosure Statement is designed to help **you** make an informed choice before deciding to buy this insurance **policy**. If **you** buy this insurance, this document forms part of the agreement between **us**.

Who we are

Wesfarmers General Insurance Limited (ABN 24 000 036 279, AFS Licence No. 241 461) of Level 9, 309 Kent Street Sydney NSW 2001 is the Insurer providing cover under **your policy**. WGIL is an insurance company supervised by the Australian Prudential Regulation Authority and is subject to the prudential requirements of the Insurance Act 1973 (Cth).

WGIL 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.

How to contact us

You can phone WGIL on 1300 590 766

or write to us at:

PO BOX 16042

Collins Street West, Victoria 8007

You can also contact us via email on ktas.insurance@kmart.com.au

or obtain more information from our website www.ktas.com.au/insurance

IMPORTANT INFORMATION

Code of Practice

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:

- WGIL on 1300 590 766
- The Insurance Council of Australia's website: www.codeofpractice.com.au
- The Australian Securities & Investment Commission on 1300 300 630

Complaints

To access **our** Complaints Handling Procedures, contact the Kmart Tyre & Auto Service Insurance Contact Centre on 1300 590 766. If **you** have a complaint, **we** will do everything possible to resolve the matter on **your** initial contact with **us**.

If a complaint is not resolved, **we** will treat it as a dispute and will enter it into **our** Internal Dispute Resolution (IDR) process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of WGIL, with the appropriate experience, knowledge and authority to deal with it.

Details of our IDR procedures are set out in **our** IDR brochure and in **our** 'Privacy' brochure. **You** can contact **us** or go to **our** website www.ktas.com.au/insurance to obtain a copy of these brochures.

If **we** are unable to resolve **your** complaint through **our** IDR processes **you** may be able to have **your** complaint dealt with by the Financial Ombudsman Service Limited, which is a free, independent and impartial external dispute resolution service. Its contact details are as follows:

Financial Ombudsman Service

Phone: 1300 78 0808

Post: GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au

Email: info@fos.org.au

Privacy

We are committed to meeting **our** privacy obligations to **you** under the Commonwealth Privacy Act 1988.

The Act covers such things as the information **we** collect in providing and arranging insurance for **you**, as well as administering **your policy** and handling any claims made under **your policy**. **We** also collect information so that **we** can conduct market and customer satisfaction research and to develop and identify products and services that may interest **you**.

If **you** would like to read more about **our** Privacy Policy, or to check or correct **your** personal information which **we** hold, **you** can phone **us** on 1300 590 766. **You** can also let **us** know if **you** choose not to receive material **we** send **you**.

WGIL will share your personal information with Kmart Tyre & Auto Service. Your information will be protected by the Kmart Tyre & Auto Service Privacy Policy. Details of the Kmart Tyre & Auto Service Privacy Policy can be found on the website www.ktas.com.au

Cooling off

Even after **you** decide to buy this insurance, **you** have 21 days 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, so long as **you** have not made a claim under the **policy**.

Compensation arrangements

The Corporations Act 2001 (CITH) require, licenses to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the license 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 (CITH).

HOW THIS INSURANCE WORKS

This **policy** provides cover for three different types of **car** insurance in Australia. These are explained on pages 14-17. 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 8-9);
- the benefits of each type of cover (pages 18-24);
- what is covered and what is not (page 13);
- the optional benefits that **you** can choose from (page 24-25); and
- what will happen in the event of a claim (page 38).

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

- **you** need to tell **us** (page 33);
- **you** need to do (page 34); and
- **you** should know (page 35).

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 36-37.

Where **our** words have a particular meaning, **we** have shown them **like this**. These words are explained on page 45.

A detailed table of contents is provided on page 3.

Types of cover

The three types of cover **you** can choose from are:

- Comprehensive insurance 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 14-25.

Summary of cover

	Comprehensive insurance cover	Third Party Property, Fire and Theft cover	Third Party Property Damage cover
Insured Events			
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	✓	✗	✗
Additional Benefits			
Change of car (page 18)	✓	✓	✓
Child seats and baby capsules (page 20)	✓	✗	✗
Damage caused by uninsured drivers (page 24)	✓	✓ (up to \$3,000)	✓ (up to \$3,000)
Emergency accommodation & costs to complete your journey (page 22)	✓	✗	✗
Grocery replacement (page 20)	✓	✗	✗
Lifetime Repair Guarantee (page 18)	✓	✓ (insured events and damage caused by uninsured drivers)	✓ (damage caused by uninsured drivers)
New car replacement (page 20)	✓	✗	✗
Trailer cover (page 22)	✓	✗	✗
Replacement of car keys (page 22)	✓	✗	✗
Towing and storage costs (page 22)	✓	✓ (insured events and damage caused by uninsured drivers)	✗
Optional Benefits (an extra premium is payable)			
Hire Car (page 25)	✓	✗	✗
Maximum Rating One / No Claim Discount protection (page 25)	✓	✗	✗
Windscreen damage – protect your excess and No Claim Discount (page 25)	✓	✗	✗

Cost of this insurance

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 36). **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;
- whether **you** will use **your car** for **private** or **business purposes** (refer page 30);
- any No Claim Discount **you** may be entitled to (refer page 33); and
- any finance arrangement affecting **your car**.

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 14-17);
- **your** option to insure **your car** for an **agreed value** or **market value** (refer page 30);
- any Optional Benefits that **you** have chosen (refer pages 24-25);
- the level of **excess** **you** have chosen (refer pages 30-31);
- whether **you** have excluded cover for **drivers** under the age of 25 (refer page 28); and
- whether **you** have chosen to pay **your premium** in instalments (refer page 36).

We also calculate and include compulsory government charges such as GST, Stamp Duty, Fire Service Levy and Fire and Emergency Services Levy (NSW).

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 insurance cover; Third Party Property, Fire and Theft cover; and Third Party Property Damage insurance cover.

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

Excesses are explained in more detail on pages 30-31.

Selected drivers

You can reduce **your premium** if **you** choose to restrict cover under **your policy** to **drivers** over the age of 25. 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 28.

BEFORE WE PROCEED

You must decide

If **you** choose to buy this insurance cover and **we** agree to accept the risk, **you** need to make a few decisions 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 only and does not take into account **your** personal circumstances. **You** should read the details on policy cover, benefits and options contained in the PDS in full before proceeding further.

Answering our questions

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**. If **you** do not do so, **we** may be entitled to reduce or deny any claim that **you** make, or even to cancel **your policy**.

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 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

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 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 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** and a trailer, when it is attached to **your car**. It includes cover for standard tools and **standard accessories** originally supplied with **your car** by the manufacturer.

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, this will be shown on **your schedule**.

Your schedule will indicate whether **you** have chosen Comprehensive insurance 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 14-17.

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

- any Optional Benefits **you** have chosen (refer to page 14-17);
- whether **you** have insured **your car** for **agreed value** or **market value** (refer to page 30);
- 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** (refer to page 30),
- the details of **your car**;
- **your** No Claim Discount level (refer to page 33);
- any Voluntary **excess** level **you** have chosen, and any other **excess(es)** which may apply (refer to page 31);
- whether **you** have chosen to restrict cover to **drivers** over the age of 25; and
- any other terms and conditions which apply to **your policy**.

Standard cover

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 26-29.

Comprehensive insurance cover

Insured events	
What is covered	What is not covered
<p>If your car is:</p> <ul style="list-style-type: none"> involved in a collision; lost or damaged as a result of storm, flood or other water damage; damaged as a result of lightning, rain or hail; damaged as a result of fire or explosion; maliciously damaged; or stolen and found damaged, <p>we will at our discretion:</p> <ul style="list-style-type: none"> repair your car; or pay the cost of repairing your car; or pay you the sum insured; or replace your car with a new vehicle of similar make, model and series (subject to local availability). <p>If your car is stolen and not found, we will at our discretion:</p> <ul style="list-style-type: none"> pay you the sum insured; or replace your car with a new vehicle of similar make, model and series (subject to local availability). 	<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 16-17, and the Additional Benefits described on pages 18-23.

For payment of an additional **premium**, **you** are also entitled to the Optional Benefits described on pages 24-25.

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"> damaged as a result of fire or explosion; or stolen and found damaged, <p>we will at our discretion:</p> <ul style="list-style-type: none"> repair your car; or pay the cost of repairing your car; or pay you the sum insured. <p>If your car is stolen and not found, and we have accepted your claim, we will pay you the sum insured.</p>	<p>The cost of any repairs to your car unless we have authorised them.</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 18-24.

Third Party Property Damage cover

Insured events	
What is covered	What is not covered
<p>Your legal liability</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"> • your car, or • your trailer being towed by your car. <p>We will pay if you were driving your car, or the person driving your car had your consent.</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"> • you or any person using your car; or • a person covered under this Third Party Property Damage insurance. <p>Legal liability claims:</p> <ul style="list-style-type: none"> • by you, your relative, spouse, or de facto or by any person ordinarily residing with you or with whom you ordinarily reside; or • where there is insurance required by law that provides cover for the claim. <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>Legal costs and expenses</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 we have not agreed to pay in writing.</p> <p>Legal costs to defend any type of criminal proceeding.</p> <p>Fines for 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 of cover they apply to. **You** should note that they are subject to the

at no extra cost. These benefits are listed below under the types General Exclusions detailed on pages 26-29.

Benefits apply to:	
<ul style="list-style-type: none"> • Comprehensive cover • Third Party Property, Fire and Theft cover • Third Party Property Damage cover 	
What is covered	What is not covered
<p>Change of car</p> <p>If you sell your car and replace it with another 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"> • you give us full details about the replacement car; • we agree to insure it; • you agree to any revised conditions including any change of excess; and • you pay us any extra premium that we ask for. <p>Cover for the replaced car ends at the time you take delivery of the replacement car.</p> <p>If you have chosen Comprehensive Insurance cover, we will cover the replacement car up to the lesser of:</p> <ul style="list-style-type: none"> • the sum insured shown on your schedule; • the purchase price of the replacement car; or • \$150,000. <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"> • the sum insured shown on your schedule; or • the purchase price of the replacement car; or \$150,000. 	<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"> • 14 days from the date of change; or • the remainder of the period of insurance.
<p>Choice of licensed repairer</p> <p>If we assess that your car can be repaired, you can choose to:</p> <ul style="list-style-type: none"> • use our authorised repairer; or • use your own licensed repairer, if the total repair costs do not exceed those quoted by our authorised repairer for comparable repairs. <p>You will only be entitled to the Lifetime Repair Guarantee described in the Additional Benefits section below if you choose to use our authorised repairer.</p>	<p>We reserve the right to:</p> <ul style="list-style-type: none"> • determine the method of repairs; • make sure that the repairs are carried out satisfactorily; and • make sure that the parts used for repairs are new or are consistent with the age and condition of your car.
<p>Lifetime repair guarantee</p> <p>We will guarantee the workmanship and materials on all repairs authorised by us and completed by our authorised repairers, 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.</p>	<p>We will not pay for rectification of any repairs not authorised by us.</p> <p>We will not pay for rectification of any repairs not completed by our authorised repairers.</p>

Benefits apply to:

- **Comprehensive cover**

What is covered

What is not covered

Child seats and baby capsules

We will pay for the costs of replacing **your** child seats and baby capsules 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 **your** claim.

We will pay up to \$400 in any one **period of insurance** under this Additional Benefit.

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.

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.

We will not pay for groceries:

- connected with any trade, business or occupation; or
- covered by other insurance.

New car replacement after a total loss

If **we** assess **your car** as a **total loss** within the first 12 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 pay if:

- at the time of the insured event the start date of the original registration for **your car** was more than 12 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; or
- a replacement **car** is not locally available (**we** will pay **you** the **sum insured** if a replacement **car** is not available.)

Benefits apply to:	
<ul style="list-style-type: none"> Comprehensive cover 	
What is covered	What is not covered
<p>Replacement of car keys</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 \$500 in any one period of insurance under this Additional Benefit.</p>	<p>We will not pay if:</p> <ul style="list-style-type: none"> you did not report the theft to the police; or 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.
<p>Trailer cover</p> <p>If your trailer is involved in an insured event while it is attached to your car, we will pay the cost of repairs or the market value of the trailer, whichever is the lesser amount.</p> <p>We will pay up to \$750 in any one period of insurance under this Additional Benefit.</p>	<p>We will not pay for a trailer not owned by you.</p>
<p>Emergency accommodation and costs to complete your journey</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"> \$100 per day; or \$500 in any one period of insurance <p>under this Additional Benefit.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> if you are less than 100 kilometres from where you normally keep your car; or if you did not contact us as soon as practicable after the event.

Benefits apply to:	
<ul style="list-style-type: none"> Comprehensive cover Third Party Property, Fire and Theft Cover 	
What is covered	What is not covered
<p>Towing and storage costs</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 the nearest repairer, 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, 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>

Benefits apply to:	
<ul style="list-style-type: none"> • Third Party Property, Fire and Theft cover • Third Party Property Damage cover 	
What is covered	What is not covered
<p>Damage caused by uninsured drivers</p> <p>If your car is involved in a collision and:</p> <ul style="list-style-type: none"> • the collision was caused by the driver of another vehicle; and • the responsible driver does not have insurance for damage caused to third parties, <p>we will at our discretion:</p> <ul style="list-style-type: none"> • repair your car; or • pay the cost of repairing your car; or • pay you the sum insured, <p>if you can provide us with:</p> <ul style="list-style-type: none"> • the name and address of the driver who caused the collision; • the registration number and description of the vehicle that caused the collision; and • confirmation that the other driver is not insured. <p>We will pay up to \$3,000 for damage caused by uninsured drivers. We will also pay the reasonable cost of towing your car to where it will be repaired.</p>	<p>We will not pay if:</p> <ul style="list-style-type: none"> • we do not agree that the other driver was at fault; or • the other car was being driven by your relative, spouse, de facto, any person ordinarily residing with you or with whom you ordinarily reside.

Optional Benefits

If **you** choose to pay more, **you** can add any of the following Optional Benefits to **your** standard Comprehensive insurance 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:

- when **your car** has been repaired; or
- if **your car** is irreparable, when **we** declare **your car** a **total loss**; or
- 14 days after **you** first rent the replacement **car**.

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:

- when **your car** is recovered damaged and any damage to it is repaired;
- 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; or
- \$50 per day

for a maximum of 14 days.

What is not covered:

We will not pay for the costs of running the rental **car**.

Protect your excess and No Claim Discount when you break your windscreen

If **your** windscreen is broken by accident, and this is the only damage to **your car**, **we** will pay at **our** option to 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).

What is not covered:

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

Protect your Maximum No Claim Discount

If **you** submit a claim during the two year Maximum No Claim Discount qualifying period (refer page 32), **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.

General Exclusions

We will not pay for any loss, damage or liability arising directly or indirectly from or in any way connected with any of the following general exclusions.

We do not cover

Consequential loss

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.

Consignment

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

if there is a 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.

Depreciation, wear and tear

depreciation, wear and tear, rust or corrosion of **your car**.

Drivers

who, in the five years before the occurrence of any collision, have:

- been refused **car** insurance or have had it withdrawn,
- had insurance cancelled or any renewal of insurance declined or refused, or
- had their driving licence cancelled, suspended, downgraded, lapsed or any special conditions imposed,

unless **we** were made aware of these circumstances and agreed in writing to insure the **driver**.

Driving under the influence

your car being driven by any person:

- whose faculties are impaired by any drug, alcohol or medication;
- who is convicted of or charged with driving, at the time of the collision, under the influence of any drug, alcohol or medication;

- 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 pay if **you** can prove **you** did not know or could not reasonably have known that the **driver** of **your car** was affected by any drug, alcohol or medication or refused to undergo an appropriate test.

Failure to disclose any input tax credit

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

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.

Limits on use

your car being used other than:

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

Mechanical, structural or electric failures

mechanical, structural, electrical or electronic breakdown or failure of **your car**.

Operation of the law

loss suffered as a result of lawful seizure, confiscation, repossession or other operations of law.

Overloaded car

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

personal effects damaged or stolen from **your car** or any tools of trade.

Pre-existing damage

any claim under this **policy** for pre-existing damage, faulty workmanship or incomplete repairs which were carried out prior to the insured event.

Selected drivers

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 over the age of 25, 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**.

Sport and driver training

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
- 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

we will not pay under this policy for any loss which arises directly or indirectly as a result of any nuclear, biological or chemical weapons, substances or contaminations. This also includes any force or violence by any person or people, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.

Trade

your car being used in connection with the motor trade for experiments, tests or trials.

Undisclosed or illegal modifications

if **your car** is **modified** and:

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

Unlawful use of your car

your car being used by **you** or any person with **your** consent for an unlawful purpose.

Unlicensed drivers

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

Unregistered car

if **you** drive 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

your car 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

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

War, riot, nuclear and asbestos

regardless of any contributing cause or event, any of the following:

- war, invasions, acts of foreign enemies, hostilities, or warlike operations whether declared or not, civil war, rebellion, riot, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power;
- radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material; or
- asbestos.

Whole set

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.

Other information about your cover

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 **you** have chosen will be shown on **your schedule**.

Agreed or Market value

If **you** have chosen Comprehensive insurance 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. The **excesses** apply to Comprehensive insurance cover, Third Party Property, Fire & Theft and Third Party Property Damage insurance cover.

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

In addition, **we** may apply an Age, Inexperienced **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 44.

The **excesses** are:

Standard excess

The Standard **excess** applies when **we** accept a claim from **you** – unless **your** claim is for a first 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 25).

Voluntary excess

If **you** choose Comprehensive insurance 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 **your** claim is for a first 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 25).

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 or less

at the time of the collision.

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 over the age of 25 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.

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.

No Claim Discount

We offer a No Claim Discount to **drivers** with a good insurance record. **We** will apply a discount off **your premium** if **you** have a No Claim Discount rating shown on **your schedule**.

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 of 65%.

Maximum No Claim Discount

If **you** have held a No Claim Discount at the Maximum level with **us** for two years and **you** do not make a claim in which **you** are at fault, **you** qualify for a Maximum No Claim Discount for life, with **us**, at no extra cost. **You** can also choose to protect **your** Maximum No Claim Discount during the 2 year qualifying period by paying the additional **premium** required for this Optional Benefit. (Refer page 25.) This is called a Protected No Claim Discount.

If **you** are eligible for a Maximum No Claim Discount, for life, it will be shown on **your schedule**.

On renewal

If **you** have not submitted an at-fault claim during the expiring period of insurance, **your** No Claim Discount will increase by a percentage until it reaches the Maximum discount level.

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;
- **your** claim is for a first windscreen, and **you** have paid an additional **premium** to protect **your** No Claim Discount when **you** break **your** first windscreen (refer page 25);
- **your** claim is for malicious damage;
- the loss or damage was no one's 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. (Refer page 25.)

If you claim

For each at-fault claim that **we** accept from **you, your** No Claim Discount will reduce by a percentage when **your** policy is renewed, unless **your** No Claim Discount has been Protected.

Your No Claim Discount works as follows, if **we** accept **your** claim:

If your Current No Claim Discount is:	After one at-fault claim it reduces to:	After two at-fault claims it reduces to:
Nil	Nil	Nil
25%	Nil	Nil
45%	25%	Nil
55%	45%	25%
65%	55%	45%
Protected	No change	No change

When **you** submit a claim, **we** may ask **you** to prove **your** entitlement to **your** No Claim Discount at the time **you** first took out a policy with **us**.

Things you need to tell us

Notify us of changes

You must notify **us** in writing 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** is restricted, suspended, cancelled or special terms or conditions are imposed on them;
- any **driver** of **your car** is fined, charged or convicted of any driving offences other than parking infringements;
- 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 offences; or
- **you** add any additional accessories to **your car** or make any conversion, alteration or modification of **your car** from its maker's specifications.

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

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 36.

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.

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 over the age of 25 if **you** have chosen to restrict cover under **your** policy to **drivers** over the age of 25; and
- they are made aware of the terms and conditions of **your** policy, especially the exclusions referred to on pages 26-29.

Things you should know

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** 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 page 26-29.

Changing your policy

We will advise **you** immediately in writing if **we** need to change a provision of **your policy** at anytime during the **period of insurance**. Any changes that occur as of **your** renewal date will appear on **your** renewal **schedule**.

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 other policyholders, or to cancel it.

Interested parties

We only cover **your** interest in **your car** unless **we** specifically covered the interest of another party, such as a financier or any other owners which **you** have told **us** about. These details will be noted on **your schedule**. 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 of **your** claim.

Notices

When **we** send **you** any written notice, it will take effect when it is delivered to **your** last postal address known to **us**.

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 for the trailer whilst having **your car** securely attached to it.

Things we need to tell you

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** is higher than if **you** pay one annual **premium**.

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

If you cancel your policy

You may cancel **your policy** at anytime by writing to **us**. If **you** do, **we** will cancel **your policy** 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, 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.

We will notify **you** in writing if **we** cancel **your policy** and all cover under the **policy** will stop.

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. A cancellation fee of \$30 may apply unless **we** advise differently.

If **your policy** is cancelled and **you** are paying **your premium** in monthly instalments, there is no return of any part of an instalment you **have** paid. This will be retained as a cancellation fee. All instalments due after the date of cancellation will cease.

During the cooling off period

If **you** cancel **your** insurance during the 21 day cooling off period, **we** will cancel **your policy** from the start date and refund **your premium**, less any government charges or taxes **we** are unable to recover, if **you** have not made a claim. If **you** do make a claim refer to the approach outlined under Return Premium in the section above.

Renewing

We may automatically continue **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**, **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.
Call the police if : <ul style="list-style-type: none"> • there are injuries; • any property other than a vehicle has been damaged;; • any drugs, medication or alcohol is involved; or • a vehicle needs to be towed from the accident scene. Keep a record of the incident or report number.	
Take down the following details: <ul style="list-style-type: none"> • the registration numbers of all vehicles involved; • any other drivers licence number and insurance company; and • full name, address and telephone number of everyone involved in the accident, including any witnesses. 	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 incident or report number, as well as the name of the police officer, station reported to and date reported.

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

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 590 766 as soon as possible.	Do not delay in phoning us because it could disadvantage you .
Tell us if someone is holding you responsible for the accident or if you have received any demands or correspondence 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 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 insurance 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** to ask **you** questions and 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 44 for details on when to pay **your excess**.)
- Tell **us** if there is any other insurance on **your car**, trailer, 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, 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, property or items involved in the claim.
- Cooperate with **us** as **we** negotiate, defend or settle **your** claim and as **we** exercise **your** legal right of recovery against any other party. 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** can arrange the entire quote and repair process for **you**. **We** will obtain a minimum of two quotes, including any **you** have provided.
- If **your car** is at **your** choice of repairer and **we** want to obtain an alternative quote for repairs, **we** will arrange to move **your car** to another repairer at our expense.
- **Our** assessor will review the quotes and the work necessary to properly repair **your car**. **We** will choose the repairer who has submitted the most competitive, complete quote.
- **We** will arrange for **your car** to be repaired and advise once it is ready for collection. **We** will provide a Lifetime Repair Guarantee on repairs carried out by **our** authorised repairers. (Refer pages 18-19.) **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. Parts suitable for **your car's** age and condition will be used in the repair, as follows:
 - o new Original Equipment Manufacture (OEM) approved parts will be used if **your car** is still covered under a standard new **car** warranty
 - o new and/or reconditioned OEM parts will be used if **your car** is outside the manufacturer's standard new **car** warranty period
 - o for windscreens, Australian manufactured parts, which are compliant with Australian Design Rules
- If spare parts to repair **your car** are not available 90 days after the date of damage, **we** may immediately settle **your** claim, and
 - o pay for what it would cost to repair **your car**, plus
 - o the reasonable cost of the unavailable spare parts, based on the lesser of: the manufacturer's most recent Australian price list; the list price of the closest equivalent part available in Australia; or the actual cost of having a new part made in Australia.
- If **your car** requires **us** to engage the services of a specific specialist repairer and/or supplier **we** may decide to sublet that component to such 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

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:

- replace it with a new **car**, if **you** qualify for this benefit (refer page 20), or
- pay **you** the **sum insured** less any **excesses** that may apply, or
- 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 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 is 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 30-31. 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.
- **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**.
- **We** may exercise our legal rights to act on **your** behalf to conduct, defend or settle any recovery action from other people. If **we** recover more than the claim settlement amount plus any costs **we** have incurred in the recovery action **we** will pay **you** the balance.
- 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, or 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 25.

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:

- 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.

WHAT OUR WORDS MEAN

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 \$750 for a trailer 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**.

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 Wesfarmers General Insurance Limited (WGIL).

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

