

# Motor Insurance

Product Disclosure Statement



# Motor

## Product Disclosure Statement

### Introduction

Thank you for choosing Us to insure You.

Please take the time to read this booklet carefully to ensure You understand what Your Policy covers, what excesses apply and how to make a claim. If You have any questions or need more information, please contact Your Steadfast Broker.

### About this booklet

This booklet is a Product Disclosure Statement (**PDS**) which has two (2) parts:

1. Important information which is to help You understand the insurance; and,
2. The policy wording which sets out terms and conditions of the cover provided.

It is up to You to choose the cover You need.

Other documents may reference the PDS and We will tell You if this is the case in the relevant document.

Any advice in this booklet is general in nature only and has not considered Your objectives, financial situation or needs. You should carefully consider the information provided having regard to Your personal circumstances to decide if it is right for You.

### Updating this PDS

We may update the information contained in this PDS when necessary. A copy of any updated information will be made available to You by Your Steadfast Broker at no cost to You. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

PDS Effective date: 5 April 2021

Version: M006

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# Important Information

## About Us

Insurance Australia Limited is the issuer. Our Australian Business Number is 11 000 016 722. Our Australian Financial Services Licence Number is 227681. Our address is Level 13 Darling Park Tower 2 201 Sussex St Sydney NSW 2000.

## About Steadfast

Steadfast Group Limited (**Steadfast**) is a public company that operates a large network of insurance brokerages in Australia known as Steadfast Brokers. This policy is available exclusively to You through a Steadfast Broker.

Steadfast does not issue, guarantee or underwrite this Policy.

## About this Policy

You can choose one of the following two types of cover:

- Comprehensive Cover; or
- Third Party Property Damage Cover Only.

If We issue You a Policy, You will be given a Policy Schedule. The Policy Schedule sets out the covers You have chosen and should be read together with the Policy Wording. You should check the Policy Schedule carefully to ensure it accurately states what You have insured.

The Policy Wording and Policy Schedule form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further assistance or information about this Policy, please contact Your Steadfast Broker.

## Privacy of Your Personal Information

We, along with all entities in Insurance Australia Group value the privacy of the personal information We collect about You.

We are committed to handling Your personal information in line with the privacy laws and the terms of this PDS.

## Collecting and using Your information

You acknowledge and consent to Us, Insurance Australia Group and their distributors collecting and using Your information on a confidential basis to:

- consider Your insurance application and any subsequent application for insurance
- underwrite and price any policy
- calculate and offer discounts
- issue a policy to You
- administer Your policy
- investigate, assess and pay any claim made by or against You or that could be made against You
- recover money paid to You or recover debts You have incurred
- contact You for market research
- provide You with information and offers about products and services We offer
- provide You with information and offers about products and services offered by Insurance Australia Group and its related entities, Our related entities and by Our partners and to any agent of these that We promote

You can 'opt out' from receiving marketing information at any time by contacting Us. You must inform Us if You do not want Your personal information disclosed or used for these marketing or market research purposes.

### **Collecting and disclosing Your information**

We collect Your personal information directly from You or through others. For these purposes, You acknowledge and consent to Us collecting Your personal information from, and disclosing Your information where disclosure is permitted by law to:

- Our agents
- Our related entities and their distributors
- other insurers
- insurance reference bureaus
- law enforcement agencies
- Our service providers (which includes investigators and recovery agents, lawyers, assessors, repairers, suppliers, advisers and any agent of these) - which includes some service providers that may be based overseas
- any credit provider that has security over Your assets
- Publicly available data
- Partners and affiliates

We may collect personal information about You directly in various ways including:

- over the phone
- in person including at branches or offices
- over the internet, including via Our website, online forms and surveys, email or cookies
- in writing, including via hard copy forms
- electronics devices such as telematics device and home automation systems

### **Privacy Policy**

Our Privacy Policy provides more information about how We collect, from whom We collect and how We hold, use and disclose Your personal information. Our Privacy Policy also provides information about how You can:

- access Your personal information
- ask Us to correct Your personal information, and
- complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how We will deal with Your complaint.

To get a free copy of Our Privacy Policy go to: <https://www.ial.com.au>

### **How to apply for this Policy**

To apply for this Policy, please complete Our online application form with Your Steadfast Broker.

If We accept Your application, You will receive a Policy Schedule that sets out details of the cover You have chosen.

### **The cost of this Policy**

The premium is the amount We charge You for this Policy. It includes the amount We have calculated for the risk as well as the taxes and government charges that are applicable. The premium will be shown on the Policy Schedule.

When calculating the premium We take a number of factors into account. These factors and the degree to which they affect the premium will depend on the information You give Us, and the covers You choose.

The main factors that impact Your premium include:

- the type and amount of cover;
- the Vehicle and driver(s) to be insured; and
- the driver(s)'s previous insurance and claims history.

### **How to make a claim**

Please contact Your Steadfast Broker to assist You in making a claim.

In an emergency outside normal business hours You may ring Our emergency service on 1300 559 019 for assistance.

Further details of what You must do for Us to consider Your claim are provided in the 'What You must do when making a claim' section of this booklet.

### **General Insurance Code of Practice**

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more-informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### **Our commitment to You**

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

Please contact Us if You would like more information about the Code or the Code Governance Committee.

### **Your cooling off rights**

If You want to cancel this Policy after Your decision to buy it, You may do so and receive a full refund of Your premium. To do this You must notify Your Steadfast Broker electronically or in writing within twenty-one (21) days from the date the Policy commenced.

This cooling off right does not apply if You have made or are entitled to make a claim.

Even after the cooling off period ends, You still have cancellation rights however We and Your Steadfast Broker may deduct certain amounts from any refund that may be due for administrative or any non-refundable taxes.

### **Dispute resolution**

We will do everything possible to provide a quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw Our attention to. We have a complaints and dispute resolution procedure which undertakes to deal with Your complaint promptly. It is important to follow the complaint handling process so We are able to resolve Your concern effectively.

## 1. Tell Us

If You would like to make a complaint please tell Us by contacting the relevant department Your complaint relates to (see table below). In most cases they will be able to resolve the matter. If not You will be referred to a manager who will attempt to resolve the matter. A response will be provided within fifteen (15) business days.

<b>Policy</b>	If Your complaint relates to, or if You have any concerns about, the sale of Your Policy, please contact Your Steadfast Broker.  You can also contact Us by email to <a href="mailto:compliance.manager@ial.com.au">compliance.manager@ial.com.au</a> . We will assist by directing Your concern to Your Steadfast Broker.
<b>Claims</b>	If Your complaint relates to a claim, please contact Us by:  Phone: 1300 559 019 Email: <a href="mailto:claims@ial.com.au">claims@ial.com.au</a> Fax: 1300 764 496

## 2. Independent Internal Review

If You are dissatisfied with how Your complaint has been resolved, You can escalate Your complaint to Our Internal Dispute Resolution (**IDR**) department who will review the decision independently. You may be asked to put Your complaint in writing to Us.

You can contact Our IDR department by:

Email: [compliance.manager@ial.com.au](mailto:compliance.manager@ial.com.au)

Phone: (02) 9099 4997

Address: IAL IDR, 2/55 Pyrmont Bridge Road, Pyrmont, NSW, 2009

The IDR department will contact You with a decision within fifteen (15) business days of receiving Your complaint.

## 3. Review by the Australian Financial Complaints Authority

In most cases We can resolve any problems Our customers have but if You remain dissatisfied with how We have resolved Your concern You can contact the Australian Financial Complaints Authority (**AFCA**) for an independent external review at no cost to You. We are bound by any determination by AFCA but the decision is not binding on You.

AFCA can be contacted by:

Phone: 1800 931 678

Fax: (03) 9613 6399

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

Address Australian Financial Complaints Authority Limited  
GPO Box 3, Melbourne, VIC 3001

Internet: [www.afca.org.au](http://www.afca.org.au)

## Financial Claims Scheme

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

More information about the FCS may be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

## Claims Payment Examples

The following claims payment examples are designed to illustrate how a claim payment might typically be calculated. These examples do not cover all scenarios or all benefits and do not form part of the Policy terms and conditions. They are a guide only. The amount payable under the Policy will depend on the facts applicable to the claim as well as the coverage, exclusions and excesses set out in the Policy and the Policy Schedule.

### Repair of Your vehicle

Your vehicle is comprehensively insured for Market Value with a basic excess of \$500, an undeclared young drivers' excess of \$1,250 and an undeclared inexperienced drivers' excess of \$750. Your insured vehicle is involved in an accident whilst being driven by an undeclared inexperienced driver with Your authority and the cost of repair is \$7,500 inclusive of GST. The market value of Your vehicle is \$22,000. You are not registered for GST.

How much We will pay	Explanation
\$6,250	We will pay the cost of repair of \$7,500; less the basic excess of \$500 and less the undeclared inexperienced drivers' excess of \$750.

### Total loss of Your vehicle

Your vehicle is comprehensively insured for Market Value with a basic excess of \$500, an undeclared young drivers' excess of \$1,250 and an undeclared inexperienced drivers' excess of \$750. Your insured vehicle is involved in an accident and the driver is not an undeclared young driver or inexperienced driver. The market value of the vehicle is \$22,000 and it was manufactured seven years ago. The cost of repair is \$25,000 and the salvage value is \$2,000. You are not registered for GST.

How much We will pay	Explanation
\$21,500	We will pay the Market Value of \$22,000 as the vehicle is a Total Loss; less the basic excess of \$500.

### Liability for damage to a third-party's property

Your vehicle is insured for third-party property damage only, with a basic excess of \$500, an undeclared young drivers' excess of \$1,250 and an undeclared inexperienced drivers' excess of \$750. Your insured vehicle is involved in an accident with a third-party vehicle and You are responsible for the accident. You are not an undeclared young driver or an inexperienced driver. The cost of repairing the third-party's vehicle is \$2,000 and the third-party also incurred hire car charges of \$800 whilst the damaged vehicle was being repaired.

How much We will pay	Explanation
\$2,300	We will pay the cost of repair and the hire car charges incurred by the third-party totalling \$2,800. You will pay to Us the basic excess of \$500 and We will then pay the third-party the total amount claimed.  There is no cover for the damage to Your vehicle as You have not taken out comprehensive cover.

# Policy Wording

## Our agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium and We provide You with the cover You have chosen as set out in this Policy and Your Policy Schedule for the Period of Insurance shown on Your Policy Schedule or any renewal of that period.

The limits of cover applying to the cover selected by You, and the amount of any Excess that applies to Your Policy, is shown on Your Policy Schedule.

## Paying Your premium

There are two ways You can pay Your premium:

- in one (1) annual payment to Your Steadfast Broker; or
- if provided, in monthly instalments by automatic deductions from Your credit card or from Your bank account which can be arranged by Your Steadfast Broker. (You must tell Us if Your nominated bank account or credit card details change. You must do this no later than seven (7) days before Your next instalment is due)

## What happens if You don't pay on time

When You take out insurance, You need to pay Your annual premium to Your Steadfast Broker by the due date stipulated on Your Tax Invoice or any instalments by the due date specified on Your Policy Schedule.

An instalment is unpaid if it cannot be deducted from Your nominated account or credit card.

If Your premium or any instalment is overdue, We will send You or Your Steadfast Broker a notice outlining the overdue amount and when it needs to be paid.

If You pay by instalments, We will send You or Your Steadfast Broker a second notice before cancellation informing You of the effective date of cancellation.

If Your premium remains unpaid after the time period specified in the notice We send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

If You need to make a claim when Your Policy is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows, We can reduce the settlement payment by the overdue amount.

## Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any destruction, loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that destruction, loss, damage or liability.

## Other party's interests

You must tell Us of the interest of all parties (e.g. financiers, lessors or owners) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your Policy Schedule.

## Providing proof

So that Your claim can be assessed quickly You should keep the following:

- receipts or other confirmation of purchase and ownership;
- valuations; and
- photographs of insured items.

We may ask You for these if You make a claim. You must be able to prove to Us that You have suffered a loss that is covered by this Policy before We will pay Your claim for it.

When We make a request, We will only ask You for information or documents that are relevant to Your claim and We will tell You why they are needed.

If You are unable to obtain information or documents We request, please contact Us to resolve what alternative evidence may be required.

### **Your claim may be refused**

We may refuse to pay or reduce the amount We pay for Your claim if You do not comply with the Policy conditions, if You have not provided correct information, or if You make a fraudulent claim. The course of action We take when You do not comply with any of these things will be considered in each circumstance based on what impact or effect Your failure to do these things caused or contributed to the claim or Our decision to issue Your policy.

### **Changing Your Policy**

If You want to make a change to this Policy or notify Us of changes to the information You have given Us, the change becomes effective when:

- We agree to it; and
- We give You a new Policy Schedule detailing the change.

### **Cancelling Your Policy**

#### **How You may cancel this Policy**

You may cancel this Policy at any time by telling Us in writing that You want to cancel it. Where 'You' involves more than one (1) person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

#### **How We will cancel Your Policy**

We will cancel this Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date) by informing You in writing.

Where You have paid Your premium in advance of the date of cancellation, We will refund to You the proportion of the premium for the remaining period of insurance (less any fees or expenses that may be charged by Us for administration costs and any non-refundable taxes). Unless directed otherwise by all insureds, the refund will be made payable to the first named insured on Your Policy Schedule.

### **Notices**

Any notice We give You will be in writing, and it will be effective:

- if it is delivered to You personally; or
- it is delivered to You at Your address (including an electronic address) which is last known to Us; or
- it is delivered to Your Steadfast Broker.

It is important for You to tell Us of any change of address as soon as reasonably possible.

## Words with special meanings

Some key words and terms used in this Policy have a special meaning. If words and terms are only used in one (1) section of the Policy, We will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Words	Meanings
<b>Agreed Value</b>	means the amount which We agree to insure Your Vehicle for as shown in Your Policy Schedule.
<b>Excess</b>	This is the amount of money You will contribute towards the cost of Your Claim on Your policy. The amount and types of excesses that apply to Your policy are shown in Your Policy Schedule.
<b>Market Value</b>	means 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 vehicle registration, compulsory third-party insurance, stamp duty transfer, dealer warranty costs or transfer fees.
<b>Named Driver</b>	means a driver(s), noted in Your Policy Schedule, who You have advised Us will drive Your Vehicle.
<b>Period of Insurance</b>	means the period of time Your Policy is valid for, commencing and ending on the dates stated on Your Policy Schedule.
<b>Personal Effects</b>	means personal items owned by You which are designed to be worn or carried, but not: <ul style="list-style-type: none"> <li>• cheques, money, credit cards or negotiable instruments; or</li> <li>• firearms; or</li> <li>• tools or items used in connection with a business or occupation.</li> </ul>
<b>Policy Schedule</b>	means the most current document We give You which sets out the details of Your insurance cover. You receive a Policy Schedule when You first take out Your insurance and again when the Policy is renewed or changed. Your Policy Schedule may be called a Policy Schedule, a Renewal Schedule or an Endorsement Schedule.
<b>Recoverable</b>	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.  An event that would not be Recoverable includes, but is not restricted to, an at-fault claim; 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; or a collision with an animal.  An Excess may be required for any claimable event that is not Recoverable by Us, unless otherwise stated in this Policy.
<b>Substitute Vehicle</b>	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.

<b>Total Loss</b>	<p>means when, in Our opinion, Your Vehicle is so badly damaged that it would not be either safe or economical for Us to repair, or when it has not been found within 14 days of You reporting its theft to Us.</p> <p>We will not treat Your Vehicle and trailer attached to the Vehicle as uneconomical to repair if the salvage value to Us plus the reasonable cost of repairs to Us is less than the:</p> <ul style="list-style-type: none"> <li>• Replacement value – where a Total Loss gives You the right to a replacement vehicle under the Policy; or</li> <li>• Market Value – if Your Vehicle is insured for Market Value, unless otherwise notified to You by Us in writing.</li> </ul>
<b>Vehicle (or Your Vehicle)</b>	<p>means the registered vehicle shown on Your Policy Schedule including:</p> <ul style="list-style-type: none"> <li>• its standard tools, modifications and accessories as supplied by the manufacturer; and</li> <li>• its fitted or non-standard extras, modifications and accessories which You have told Us about and which We have agreed to insure and listed on Your Policy Schedule.</li> </ul>
<b>Vehicle Usage</b>	<p>means the use of Your Vehicle, which You have told Us about as shown on Your Policy Schedule. Vehicle Usage may be either:</p> <ul style="list-style-type: none"> <li>• <b>“Business”</b> which means any vehicle which: <ul style="list-style-type: none"> <li>- is registered as a business vehicle, or</li> <li>- is used for income earning purposes,</li> </ul> <p>however “Business” use does not include any Vehicle being used for carrying passengers for hire, fare or reward, unless We agree to cover it in writing.</p> </li> <li>• <b>“Private”</b> which means any type of use other than Business use.</li> </ul>
<b>We, Us, Our (the insurer)</b>	Insurance Australia Limited ABN 11 000 016 722, AFS Licence Number 227681.
<b>You, Your (the insured)</b>	means the person(s) whose name is set out on the Policy Schedule.

# If You have Comprehensive Cover

## Cover for accidental loss or damage to Your Vehicle

We will cover You for accidental loss (including theft) or damage to Your Vehicle. We will do one of the following:

- repair Your Vehicle; or
- pay You the reasonable cost of repairing Your Vehicle; or
- pay You the Market Value of Your Vehicle in the event of a Total Loss when Your Policy Schedule shows that Your Vehicle is insured for Market Value; or
- pay You the Agreed Value of Your Vehicle in the event of a Total Loss when Your Policy Schedule shows that Your Vehicle is insured for an Agreed Value.

Your Policy Schedule will show if Your Vehicle is insured for Market Value or Agreed Value.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We will adjust Your claim payment in accordance with the GST provision in the 'Other information' section of this Policy.

## Replacement of new Vehicle after a Total Loss

If Your Vehicle was purchased new by You, or You purchased Your Vehicle as an ex-demonstration model from a licenced motor dealer who was the first registered owner of the Vehicle, and becomes a Total Loss within three years of the starting date of the original registration, and has travelled less than 70,000km, We will replace Your Vehicle with a new vehicle of the same make, model and series (or similar if it is no longer available).

If:

- a replacement vehicle is not currently available; or
- if You choose not to accept a replacement car; or
- if We cannot reach an agreement between Us on a replacement car

We will pay You either the Market Value or Agreed Value of Your Vehicle, whichever is shown in Your Policy Schedule.

Where Your Vehicle is financed, We will require written consent from Your financier in order to provide a replacement vehicle.

If We replace Your Vehicle, this Policy will continue to cover Your new replacement vehicle until the end of the Period of Insurance. We will not require You to pay any additional premium for this cover. You will however need to continue to pay Your premium for the remainder of the Period of Insurance if paying by instalments.

We will also pay for the on-road costs (including 12 months registration and compulsory third-party insurance) of the new vehicle if You pay Us any refund amount obtained from Your registration and compulsory third-party insurance.

## Cover for damage to other people's property (Legal Liability)

We will cover Your legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident which is partly or fully Your fault.

This cover will apply if Your legal liability for loss or damage to someone else's property arises out of the use of:

- Your Vehicle; and/or
- a caravan or trailer towed by Your Vehicle.

We will also cover the legal liability for loss or damage to someone else's property of:

- 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; and/or

- Your employer, principal or partner arising from Your use of Your Vehicle.

We will not cover legal liability:

- when the loss or damage occurs to Your own property, Your spouse's or de facto's property or to property which is in Your possession, custody or control; or
- which is insurable under any statutory or compulsory third-party insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability.

### **No cover for legal liability after a Total Loss**

On the date We confirm that We will pay Your claim for the Total Loss of Your Vehicle, all legal liability cover under Your Policy in respect of that Vehicle will cease.

If We have replaced Your Vehicle under the 'Replacement of new Vehicle after a Total Loss' section above, this Policy will continue to cover Your legal liability in respect of the new replacement vehicle until the end of the Period of Insurance. We will not require You to pay any additional premium for this cover.

### **Additional cover for supplementary bodily injury (Legal Liability)**

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, 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; and/or
- loading or unloading Your Vehicle or a Substitute Vehicle.

We will also cover the legal liability of a passenger travelling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver driving or in charge of Your Vehicle with Your consent.

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 covered or indemnified in any way by any:
  - statutory or compulsory third-party insurance policy; or
  - statutory or compulsory insurance or compensation scheme or fund even if the amount recoverable is nil.
- any amount of a claim over that recoverable under any:
  - statutory or compulsory third-party insurance policy; or
  - statutory or compulsory insurance or compensation scheme or fund.
- if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - insure Your Vehicle;
  - register Your Vehicle; or
  - comply with the requirements of any statutory or compulsory third-party insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
- for legal liability to any:
  - person driving or in charge of Your Vehicle;
  - of Your employees; or
  - member of Your family living with You or to any person ordinarily residing with You or with whom You ordinarily reside.
- 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).

- unless You, or the person claiming under this section, have notified Us of a claim under this section within 6 months of You, or that person, first becoming aware of an intention to make a claim against You or that person.
- for legal liability caused by or arising from an intentional act by You or any other person.
- any amount of exemplary, punitive or aggravated damages.

### **Maximum amount payable**

The maximum amount We will pay in total for all claims under Your Policy for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$30,000,000.

### **Other benefits We will pay**

Unless We have stated differently under one of the additional benefits listed below, any payment We may make under this section will be paid in addition to any amount payable for the damage to Your Vehicle or any amount payable for Your legal liability.

### **Substitute Vehicle**

We will cover You for legal liability, up to the maximum limit of liability of \$30,000,000, for loss or damage to someone else's property while using a Substitute Vehicle. Only one Substitute Vehicle can be used at a time.

We will not cover:

- Your legal liability when We have already accepted a claim for the Total Loss of Your Vehicle; or
- Your legal liability when the Substitute Vehicle is unregistered; or
- accidental loss or damage to the Substitute Vehicle.

### **Legal costs**

Provided We agree in writing, We will pay for all reasonable legal costs and expenses in defending any court proceedings which may arise from accidental loss, damage or liability covered by Your Policy.

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

### **Rental car following theft**

If Your Vehicle is stolen 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 14 days, whichever happens first. The maximum daily rental charge We will pay is \$80.

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 \$30.

### **Rental car following accident**

Where the hire car option was not taken in Your policy, the following benefit applies.

- Under Comprehensive cover, if an accident with another vehicle causes damage to Your vehicle and You choose an IAL Recommended Repairer We will provide You the option of a hire car.
- The hire car benefit will cease when the vehicle is returned to You following repair.
- You may be required to provide a holding deposit with the rental car company for the period You are using the hire car.
- If the insured does not live within 20kms of an IAL recommended repairer then they can get a free hire car if the insured is not at fault and they can identify the at fault party.
- You will be required to pay Your Comprehensive cover excess and security bond payable under the hire car agreement if there is loss or damage to the hire car or it causes loss or damage.
- We will always endeavour to provide a vehicle that is reasonably suitable to Your needs.
- You must not arrange Your own hire car under any circumstances unless You obtain Our prior written consent by contacting Us on 1300 559 019.

### **Towing**

Following an accident or theft of Your Vehicle, We will pay the reasonable cost of storage, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

### **Vehicle being transported by ship**

If Your Vehicle is being transported by ship within Australian waters, We will pay Your contribution for any general average and salvage charges if such maritime conditions apply.

### **Trailer and caravan cover**

Where We have accepted Your claim for theft or damage to Your Vehicle We will also pay for accidental loss of or damage to any trailer or caravan which was attached to Your Vehicle.

We will pay the lesser of \$2,000 or the market value of the trailer or caravan. We will not pay for property being carried in or on the trailer or caravan.

### **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 it is involved in an accident, suffers malicious damage, or is stolen and recovered in a damaged condition.

The maximum We will pay in respect of any one accident is \$500.

### **Personal effects, tools of trade and clothing**

We will also pay for Personal Effects, tools of trade and clothing belonging to You, Your spouse, Your de facto or dependent children which are:

- damaged in a collision involving Your Vehicle;
- stolen from Your locked Vehicle; or
- stolen at the same time as Your Vehicle.

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 accident or theft is \$1,000.

### Transportation & accommodation costs

If Your Vehicle cannot be safely driven home after being:

- involved in an accident; or
- subject to malicious damage; or
- stolen and recovered in a damaged condition,

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 to collect Your Vehicle when it has been repaired.
- temporary accommodation for You and Your passengers if Your vehicle is damaged in an accident more than 100km from home.

The maximum We will pay in respect of any one accident giving rise to a claim is \$2,000.

### Driver accident compensation benefit

We will pay the applicable amount from the following scale of benefits to the driver of Your Vehicle who is injured as a result of an accident while driving Your Vehicle if:

- the driver was driving Your Vehicle with Your consent;
- the claim has been accepted under this Policy; and
- the driver is not entitled to any benefits under statutory or compulsory third-party insurance policy or any statutory or compulsory insurance or compensation scheme or fund, or would have been so entitled if:
  - it were not for the application of any excess or deductible applying under that insurance, scheme or fund; or
  - compensation under that insurance, scheme or fund had not been refused, because You did not register Your Vehicle or apply for cover under the insurance, scheme or fund.

### Table of injury and benefit

Injury	Benefit
Quadriplegia (total paralysis of both legs and both arms)	\$100,000
Paraplegia (total paralysis of both legs and a part of or the whole of the lower half of the body)	\$75,000
Permanent total disablement	\$50,000
Loss of entire sight in both eyes	\$25,000
Loss of entire sight in one eye	\$10,000
Permanent total loss of use of one limb (at or above the wrist or ankle) if the disability has continued for at least 12 months and is beyond the reasonable possibility of improvement	\$10,000

The disability must occur within 90 days of the date of accident for any of the benefits to be given. We will pay only one of the benefits mentioned above for any one accident.

We will not pay a claim unless the injured person complies with all reasonable requests by Us to undergo any medical examination as is regularly required and at Our expense in order to assess the claim.

### **Funeral Benefit**

If a driver of Your Vehicle sustains a fatal injury as a result of an accident involving Your Vehicle, whether or not death occurs at the time of the accident, We will pay for associated burial or cremation costs, as well as travel costs within Australia, for the deceased driver or any member of their immediate family.

This benefit will not be reduced by any accident compensation and We will pay up to \$5,000 in total for any one Period of Insurance.

### **Re-keying and re-coding**

If the keys to Your Vehicle are stolen 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 the amount by which the cost to re-key and/or re-code Your Vehicle exceeds the Basic Excess payable for the claim, up to a maximum amount of \$2,000 for any one claim.

This benefit will only apply if:

- the theft of Your keys has been reported to the police; and
- the keys have not been stolen by an invitee or a family member living with You or any person ordinarily residing with You or with whom You ordinarily reside.

Cover under this benefit does not entitle You to a claim for a rental vehicle or any other additional benefit.

### **Child seat or baby capsule**

We will pay for loss or damage to a child's seat or baby capsule that is stolen from Your Vehicle or damaged in an accident while in Your Vehicle, up to a maximum amount of \$1,000 for any one claim.

### **Finance Gap Cover**

Following a Total Loss of Your Vehicle, We will pay 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.

### **Artwork and Signwriting**

Where Business use is shown on Your Policy Schedule, We will pay the cost of reinstating artwork or signwriting on Your Vehicle if it is damaged in an accident.

### **Clean up after accident**

We will cover Your legal liability to pay for the cleaning up of any debris of Your Vehicle following an accident, up to \$1,000 for any one covered accident.

# Optional Covers – only available when You have Comprehensive Cover

Your Policy Schedule will show which, if any, of the following optional covers You have selected. Depending on the optional covers selected, Your premium may have been increased or reduced.

## Optional Cover – Rental or loan car following an accident

When Your Policy Schedule shows that You have selected the rental or loan car following an accident optional cover, and We have accepted a claim for accidental damage to Your Vehicle, We will:

- provide You with a rental or loan car; or
- pay You a daily travel allowance of \$30 if a rental or loan car is not available.

The rental or loan car benefit will be provided from:

- the date repairs to Your Vehicle are authorised by Us; or
- the date Your Vehicle is made available for repairs to be commenced

whichever is the latter.

The maximum daily rental charge We will pay is \$80. We will provide the rental or loan car benefit:

- for a maximum period of 14 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.

We will not pay for:

- a rental car unless its hire has been arranged by Us or approved by Us; or
- the cost of fuel used while driving the loan car

## Optional Cover – Removal of Basic Excess for windscreen claims

When Your Policy Schedule shows that You have selected the removal of Basic Excess for windscreen claims optional cover, if the windscreen, sunroof or window glass in Your Vehicle is accidentally broken or damaged, We will not apply Your Basic Excess to Your claim.

This optional cover only applies:

- to one claim in any one Period of Insurance; and
- if the broken windscreen or window glass is the only damage to Your Vehicle.

## Optional Cover – Use Insurer Recommended Repairer

When your Policy Schedule shows that you have selected 'IAL Recommended Repairer Network' in the 'Choice of Repairer' section:

- Your vehicle will be repaired at an IAL Recommended Repairer. If you are located outside an area serviced by an IAL Recommended Repairer, We will discuss repair options with You or Your Steadfast Broker at the time of claim.
- We will provide you with a rental or loan car for the duration of the repairs. (This will be arranged by the IAL Claims Team).

# If You have Third Party Property Damage Cover Only

## Cover for damage to other people's property (Legal Liability)

We will cover Your legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident which is partly or fully Your fault.

This cover will apply if Your legal liability for loss or damage to someone else's property arises out of the use of:

- Your Vehicle; and/or
- a caravan or trailer towed by Your Vehicle.

We will also cover the legal liability for loss or damage to someone else's property of:

- 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; and/or
- Your employer, principal or partner arising from Your use of Your Vehicle.

We will not cover legal liability:

- when the loss or damage occurs to Your own property, Your spouse's or de facto's property or to property which is in Your possession, custody or control; or
- which is insurable under any statutory or compulsory third-party insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability.

## Additional cover for supplementary bodily injury (Legal Liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, 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; and/or
- loading or unloading Your Vehicle or a Substitute Vehicle.

We will also cover the legal liability of a passenger travelling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver driving or in charge of Your Vehicle with Your consent.

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 covered or indemnified in any way by any:
  - statutory or compulsory third-party insurance policy; or
  - statutory or compulsory insurance or compensation scheme or fundeven if the amount recoverable is nil.
- any amount of a claim over that recoverable under any:
  - statutory or compulsory third-party insurance policy; or
  - statutory or compulsory insurance or compensation scheme or fund.
- if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - insure Your Vehicle;
  - register Your Vehicle; or
  - comply with the requirements of any statutory or compulsory third-party insurance policy or any statutory or compulsory insurance or compensation scheme or fund.

- for legal liability to any:
  - person driving or in charge of Your Vehicle;
  - of Your employees; or
  - member of Your family living with You or to any person ordinarily residing with You or with whom You ordinarily reside.
- 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).
- unless You, or the person claiming under this section, have notified Us of a claim under this section within 6 months of You, or that person, first becoming aware of an intention to make a claim against You or that person.
- for legal liability caused by or arising from an intentional act by You or any other person.
- any amount of exemplary, punitive or aggravated damages.

### **Maximum amount payable**

The maximum amount We will pay in total for all claims under the Policy for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$30,000,000.

### **Other benefits We will pay**

Unless We have stated differently under one of the additional benefits listed below, any payment We may make under this section will be paid in addition to any amount payable for Your legal liability.

### **Substitute Vehicle**

We will cover You for legal liability, up to the maximum limit of liability of \$30,000,000, for loss or damage to someone else's property while using a Substitute Vehicle. Only one Substitute Vehicle can be used at a time.

We will not cover:

- Your legal liability when We have already accepted a claim for the Total Loss of Your Vehicle; or
- Your legal liability when the Substitute Vehicle is unregistered; or
- accidental loss or damage to the Substitute Vehicle.

### **Excess for hire car**

The excess for a hire car booked through IAL is the same as Your policy excess shown on Your schedule.

### **Legal costs**

Provided We agree in writing, We will pay for all reasonable legal costs and expenses in defending any court proceedings arising from liability covered by Your Policy.

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

### **Uninsured motorists extension**

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 \$4,000, 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.

## When We will not pay Your claim

We will not pay Your claim if, at the time of any accidental loss, damage or liability which results in a claim, Your Vehicle or a Substitute Vehicle (or any trailer or caravan attached to that vehicle), was:

- **Unlicensed driver**

being driven by any person, including You, who was not licensed to drive Your Vehicle or Substitute Vehicle. We will not refuse Your claim if You can prove that You did not know the driver was unlicensed or could not reasonably have known that the driver was unlicensed.

- **Declined driver**

being driven by a person named in Your Policy Schedule as a Declined Driver.

- **Driver under the influence**

being driven by You, or any other person:

- under the influence of, or had their judgement affected by, 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 and/or drugs in the blood when reasonably requested by the police.

We will not refuse Your claim if You can satisfy Us You had no reason to suspect that the driver was affected by alcohol or any drug.

- **Overloaded vehicle**

being used to:

- carry a number of passengers; or
- carry or tow a load

greater than that for which Your Vehicle or Substitute Vehicle was constructed.

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

- **Unsafe vehicle**

being used in an unsafe or unroadworthy condition, but only to the extent that the unsafe condition caused or contributed to the loss, damage or liability.

- **Carrying passengers for hire, fare or reward**

being used to carry passengers for hire, fare or reward except under a private pooling arrangement or where We agree to cover in writing. If Your full-time employer pays You a travelling allowance, We will not consider such an allowance as hire, fare or reward.

- **Motor sport**

being used for any motor sport or time trial, or was being tested in preparation for any motor sport or time trial or on a track or club days.

- **Motor trade**

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

- **Loss or damage outside Australia**

being driven or stored anywhere outside of Australia.

We will not pay any claim for accidental loss, damage or liability caused by or arising out of:

- **Deliberate, intentional, malicious or criminal act**

a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- You, or any other person named as an insured in Your Policy Schedule; or
- any person who is acting with Your express or implied consent.

- **War**

any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, acts of foreign enemy or popular or military rising.

- **Nuclear**

ionising radiation or contamination by radioactivity from:

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

This Policy does not cover loss, damage, liability, injury, illness, death or damage arising directly or indirectly out of or in any way connected with:

- **Terrorism**

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

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.

- **Asbestos**

the existence, at any time, of asbestos.

Nor will We pay for:

- **Loss of use**

any loss of use of Your Vehicle or Substitute Vehicle.

- **Depreciation**

depreciation or wear and tear to Your Vehicle or Substitute Vehicle.

- **Breakdown**

mechanical or electrical breakdowns, failures or breakages to Your Vehicle or Substitute Vehicle.

- **Tyres**

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

- **Lawful seizure**

accidental loss or damage as a result of the lawful seizure of Your Vehicle or Substitute Vehicle.

- **Safeguarding Your Vehicle**

accidental loss or damage to Your Vehicle or Substitute Vehicle at any time, including after an accident, theft or breakdown, unless You have taken reasonable steps to protect or safeguard it. This includes removing Your keys and locking Your Vehicle or Substitute Vehicle when unattended.

- **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:

- the 'Other benefits We will pay' section under the heading 'Rental car following theft',

- the 'Other benefits We will pay' section under the heading 'Transportation costs', or

- the 'Optional covers' section under the heading 'Rental or loan 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.

- **Fleet Vehicle**

used as a fleet or pool Vehicle where the Vehicle is ordinarily used by more than one employee.

- **Airside**

Vehicles being used Airside at any Airport

# Conditions of cover

## Changes to Your insurance details – what You must tell Us

You must tell Us as soon as reasonably possible if during the Period of Insurance:

- the drivers of Your Vehicle change; or
- the place where Your Vehicle is regularly garaged/ kept changes; or
- Your Vehicle is modified in a manner that affects its value or performance in any way; or
- Your Vehicle Usage changes from Private to Business; or
- any security or tracking devices on Your Vehicle are modified or no longer operational; or
- any finance on Your Vehicle changes.

When We receive this information, We may:

- alter the terms and conditions of Your Policy; or
- charge You additional premium; or
- decide not to offer to renew Your Policy.

It is important for You to know that We may do this as a result of a change in Your information and if We do, We will inform You.

If You do not provide the information We may refuse to pay a claim under the Policy or reduce what We pay for the claim. We may also decide to cancel Your Policy. The course of action We take when You fail to comply will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

## If You replace Your Vehicle

If You permanently replace Your Vehicle, We will provide temporary cover for the replacement vehicle from the date of purchase for a maximum of 30 days. If cover is to continue on the replacement vehicle:

- You must give Us full details of the replacement vehicle during the 30 day temporary cover period;
- You must obtain Our agreement to cover Your replacement vehicle; and
- You must pay any extra premium We require.

Cover for Your replaced Vehicle ceases from the date of purchase of the replacement vehicle.

## Prevention of loss or damage

We may not pay Your claim if You do not take all reasonable precautions to prevent injury, loss or damage, including securing Your Vehicle against unauthorised entry when it is unattended. This includes removing Your keys and locking Your Vehicle. We may not pay Your claim if Your Vehicle was not kept in good repair and this caused or contributed to the loss or damage.

## What You must do when making a claim

In order for Us to pay Your claim, please ensure You do the following:

- **Do not admit liability**

You must not:

- admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- offer or agree to settle any claim, without Our written consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third-party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims.

If the claim is for legal liability, You may make a written request to Us to agree that You are covered in respect of the claim.

- **Prevent further damage**

You must take all reasonable precautions to prevent any further loss, damage or liability.

- **Contact the police**

Depending on the laws of the State or Territory in which the accident occurs, You must:

- contact the police if any person was injured as a result of the accident;
- request the police to attend the scene of the accident; and/or
- go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the accident.

You must contact the police as soon as reasonably possible if Your Vehicle is stolen or maliciously damaged.

- **Contact Us as soon as possible**

If there is any accidental loss, damage or liability which is likely to result in a claim under Your Policy, You must give Us as soon as reasonably possible notice with the full details of the accident or event.

You or Your representative must give Us full details in the manner We request which will be either:

- in writing by email, letter or fax to Us or Your Steadfast Broker; or
- verbally by calling Your Steadfast Broker or calling Our 24 hour claims hotline on 1300 559 019.

The process for authorising repairs to Your Vehicle is explained in the 'What You must do in making a claim' section under the heading 'Authorising repairs'.

Any correspondence You receive regarding the accident or event must be sent to Us as soon as reasonably possible. You must advise Us as soon as reasonably possible of:

- any notice of impending prosecution; and
- details of any inquest or official enquiry.

## **What happens after You make a claim**

### **Excess**

An Excess is the amount(s) shown in Your Policy Schedule which You must contribute when You make a claim under Your Policy unless We state an Excess does not apply.

The payment of an Excess helps to keep the cost of Your premium down by reducing the number of small claims. 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 Your Policy Schedule. These include:

- **Basic Excess**

The Basic Excess is the first amount You contribute on each claim. The amount of the Basic Excess You choose will be shown on Your Policy Schedule.

In certain circumstances We may decide to impose an additional excess as part of Us agreeing to provide cover and this will be listed on Your Policy Schedule. This will be in addition to Your Basic Excess and will apply every time the Basic Excess applies.

- **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 on Your Policy Schedule, You must pay the Undeclared Young Driver Excess shown in Your Policy Schedule in addition to the Basic 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 a valet attendant or attendant at a car park; or
  - was a learner driver accompanied by the holder of a full unrestricted Australian driver's licence.
- Undeclared Inexperienced Driver Excess
- If You make a claim for an accident when Your Vehicle was being driven by a driver who was not listed on Your Policy Schedule and who is aged 25 years or over and has not held an Australian driver's licence for more than 2 years, You must pay the Undeclared Inexperienced Driver Excess shown on Your Policy Schedule in addition to the Basic Excess.

You will not have to pay an Undeclared Inexperienced Driver Excess if the driver was a learner driver accompanied by the holder of a full unrestricted Australian driver's licence.

### **Collection of Excess**

We can collect the excess from You by:

- deducting it from what We pay You; or
- asking the repairer or supplier to collect it from You.

If We request You pay the excess, We will tell You who to pay and may require the payment as part of the finalisation of the claim.

### **When You do not have to pay an Excess**

You will not have to pay any Excess if:

- We are satisfied that the driver of Your Vehicle at the time of the accident did not contribute to the cause of the accident; or
- Your Vehicle was damaged while parked, and for both circumstances You provide Us with:
  - the name and address of each responsible party; and
  - the registration number of the other vehicle(s) involved in the accident; or
- the claimable loss is Recoverable by Us.

You will not have to pay an Undeclared Young Driver Excess or Undeclared Inexperienced Driver Excess (but You must pay Your Basic Excess) if You are claiming for any of the following:

- windscreen or window glass damage only, unless You chose the optional cover for Removal of Basic Excess for Windscreen;
- theft;
- hail, storm or flood damage;
- malicious damage; or
- damage to Your Vehicle while parked.

### **Deciding who is at fault**

We will consider all of the circumstances of the accident and may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances to determine whether You contributed to the cause of an accident.

### **Choice of repairer**

We can assist You in selecting a suitable repairer to repair the damage to Your Vehicle. If You have chosen the optional cover of 'Use Insurer Recommended Repairer' on Your policy We will choose and arrange the repairer.

Otherwise, We will choose (subject to any relevant Policy limits) to:

- authorise the repairs at Your repairer of choice; or
- 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 3 days in addition to any other benefit provided under Your Policy.

We may require a second quotation from a repairer chosen by Us.

### **Authorising repairs**

Where You have Comprehensive Cover You may only authorise emergency repairs as detailed in the 'Other benefits We will pay' section under the heading 'Emergency repairs'. 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.

### **Spare parts, extras and accessories**

If We are unable to repair the part We will 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.

For windscreen or window glass repairs, We might use glass that is different from the original but the glass and repairs will meet Australian Design Rules.

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 immediately, 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.

### **Sublet repairs**

If Your Vehicle requires Us to engage the services of a specific specialist repairer and/or supplier We may sublet that component to such repairer or supplier.

### **Guarantee and warranty**

We guarantee materials and workmanship on repairs We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

### **Assist Us with Your claim**

You must assist Us with Your claim. This means You must 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.

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.

### **Our rights of recovery**

We have the right to recover from any person, in Your name, the amount of any claim paid by Us under this Policy and We have full discretion in the conduct, settlement or defence of any claim We bring 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.

### **Salvage of Your Vehicle when it is a Total Loss**

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or Agreed Value for Your Vehicle:

- the wreckage of Your Vehicle will become Our property; and
- We will keep the proceeds of any salvage sale.

### **Payment of unpaid premium when Your Vehicle is a Total Loss**

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or Agreed Value for Your Vehicle, the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You.

**No return of premium after a Total Loss**

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or Agreed Value for Your Vehicle, no return of premium will be made for any unexpired portion of the Period of Insurance. If We are replacing Your Vehicle under the 'Replacement of new Vehicle after a Total Loss' benefit, this Policy will continue to cover Your new replacement vehicle until the end of the Period of Insurance.

# Other information

## **Renewal procedure**

Before Your Policy expires We will advise You whether We intend to offer renewal and if so on what terms. This document also applies for any offer of renewal We may make, unless We tell You otherwise. It is important that You check the terms of any renewal offer before renewing to satisfy yourself that the details are correct. In particular, check the sum insured amounts and Excesses applicable and to ensure the levels of cover are appropriate for You.

## **Sanction limitation and exclusion clause**

You are not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## **The law that applies to this Policy**

Any disputes arising from this Policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this Policy is issued.

## **Good and Services Tax (GST)**

Unless expressly stated otherwise, all dollar amounts described in this policy are inclusive of GST.

If You are (or required to be) registered for GST You must tell Us Your Australian Business Number and entitlement to an input tax credit which We will deduct from any claim payment We make to You.



**Insurance Australia Limited (IAL)**

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