



**QBE Insurance (Australia) Limited**

# **Motor vehicle**

Insurance Product Disclosure Statement  
and Policy Wording



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## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### **For more information or to make a claim**

Please take the time to read through this booklet. Call us on 1300 734 729 if you need more information, would like to confirm a transaction or to make a claim.

The claims section at the end of this booklet sets out the full details of what you need to do in the event of a claim.

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## **About QBE Australia**

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

## **About Teachers Health Fund**

Teachers Health Fund ABN 86 097 030 414 Authorised Representative No. 270604 is an authorised representative of QBE Insurance (Australia) Limited (QBE).

Teachers Health Fund is authorised by QBE to provide general advice on personal insurance products underwritten by QBE. QBE, as the insurer of the products and Teachers Health Fund, as their agent, do not act on your behalf.

Teachers Health Fund was established in 1954 by the New South Wales Teachers Federation to provide teachers with access to quality health insurance services. Today, we are one of Australia's leading industry-based funds, providing quality products and services to over 119,000 members, covering around 250,000 lives right around Australia.

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## Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

## The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- the sum(s) insured;
- the type of cover you have chosen;
- the year, make and model of the vehicle being insured;
- your residential address;
- any no claim discount to which you may be entitled;
- the age of the main driver and any other drivers, as well as their driving and insurance history;
- the cost of any optional benefits you have selected;
- the level of excess you choose to pay;
- the frequency with which you choose to pay your premium.

### Ways to reduce your premium

You may be eligible for the following discounts we offer:

- No Claim Bonus

No Claim Bonus is a premium discount awarded for not making a claim. A No Claim Bonus discount increases each year that you remain claim free until you reach our maximum discount. Based on the claims lodged during the period of insurance, your Policy's No Claim Bonus will be adjusted when you renew your Policy and this can either:

- increase (up to our maximum No Claim Bonus),
- decrease, or
- remain the same.

If your vehicle is involved in an incident your No Claim Bonus will not be affected if we decide the incident was not your fault and you provide us with the name, current residential address and vehicle registration of the person who caused the event.

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

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- Multi Policy Discount

If this Policy insures your vehicle and you also hold a buildings and/or contents policy through the same financial institution, we may provide you with a multi policy discount. You may also be entitled to the same discounts on other household insurance products. For more information, contact your financial institution.

Other ways you can help reduce your premium:

- Choose a higher excess

You can choose a higher excess for a reduced premium. Your Policy Schedule will indicate the excess applicable in the event of a claim. Please refer to 'Excesses' for more information on excess options.

## Cooling-off period

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your Policy within the cooling-off period, send an email to [enquiries@qbe.com](mailto:enquiries@qbe.com).

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
  - Promote better, more informed relations between us and you
  - Maintain and promote trust and confidence in the general insurance industry
  - Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
  - Promote continuous improvement of the general insurance industry through education and training.
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## Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

### Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

### Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

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### **Step 3 – Still not resolved?**

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

#### *Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

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## Contacting QBE's CCU, FOS or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

Your 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 QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.apra.gov.au">www.apra.gov.au</a>

## Policy Wording

Your Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

## Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

### Excesses

You must pay any excesses which apply your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

### How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

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## Paying your premium

Your Policy Schedule sets out what your premium is and when you need to pay it by.

### Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

### Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due.

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

### At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If the first instalment for a renewed Policy isn't received we'll try and retake the instalment after seven days. If it remains unpaid, your renewed Policy won't operate and there'll be no cover.

If an instalment is unpaid, we'll send you a reminder letting you know when we're going to retake the instalment. If we still don't receive your payment after this reminder, we'll write telling you the date your Policy will be cancelled unless your payment arrives. Then, if we don't receive a payment, we'll send you a notice to confirm your Policy has been cancelled.

### Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

### If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

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## Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or term	Meaning
Agreed value	the amount shown on your Policy Schedule we have agreed to insure your vehicle for.
Driving licence	a licence or permit to drive that is in force and held by you or an insured person at the time of the incident and is current for the class of your vehicle.
Family	spouse or partner, a parent, grandparent, brother, sister, child or grandchild (including in each case half, step, or adopted relationships) of an insured person.
Financier	A person or entity with a security interest.
Incident	any event which results in a claim on this Policy.
Insured person	you and any other person who has your permission to drive your vehicle.
Market value	the cash purchase price of a vehicle of the same age, type and condition, in your local area, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs. To assist in determining the market value we may also use 'The Red Book' price guide, 'Glass's Dealer Guide' or other available information.
Modification	<p>any alteration to your vehicle's standard body, interior, engine, suspension, wheels, tyres or paintwork which could affect its value, safety, performance or appearance.</p> <p>There is no cover for any modification that is not shown on your Policy Schedule. Modifications not insured could include; mag or alloy wheels, wide or special tyres, a fairing, a spoiler, an air scoop, special paintwork, decals, murals, a pop-top, campervan fittings, a rally-pack, LP gas conversion, a turbo conversion, a sun-roof.</p>

Word or term	Meaning
Non-standard accessory	<p>any fitted items owned by you, which are not a standard accessory fitted to the model of your vehicle. Examples can include a:</p> <ul style="list-style-type: none"> <li>• blue tooth kit, sunroof, mag wheels, bull bar or permanently fixed global positioning system (GPS);</li> <li>• audio visual equipment;</li> <li>• rear parking sensors.</li> </ul> <p>There is no cover for any fitted non-standard accessory unless it is shown on your Policy Schedule.</p>
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Personal items	<p>essential daily items such as clothes, glasses and luggage. Personal items do not include:</p> <ul style="list-style-type: none"> <li>• mobile phones, portable Global Positioning Systems and electronic devices;</li> <li>• cash, cheques, credit cards and negotiable instruments;</li> <li>• tools of trade.</li> </ul>
Policy Schedule	<p>One of the following:</p> <ul style="list-style-type: none"> <li>• Policy Schedule</li> <li>• Renewal Schedule</li> <li>• Alteration Schedule.</li> </ul>
Premium	What you pay us to insure you. It's the cost of this Policy.
Removable safety equipment	any child's booster seat, baby capsule or fire extinguisher owned by you.
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
Standard accessories	<p>any item included in the standard configuration of a particular vehicle make and model. They do not effect the performance of the vehicle, examples can include:</p> <ul style="list-style-type: none"> <li>• air conditioning;</li> <li>• headlight protectors;</li> <li>• floor mats.</li> </ul>

Word or term	Meaning
	Standard accessories are automatically insured as part of the vehicle and therefore are not required to be specified.
Sum insured	either agreed value or market value as shown on the Policy Schedule.
Total loss	when we determine that repairs to your vehicle are uneconomical and includes where the repair costs and salvage value when added together are likely to exceed the sum insured of your vehicle.
Use	<p>use of your vehicle for one (1) of the following:</p> <ul style="list-style-type: none"> <li>● private use, which means for: <ul style="list-style-type: none"> <li>○ social, domestic, pleasure purposes and travel to and from work; plus</li> <li>○ a small amount of time being spent using your vehicle for business or work purposes;</li> </ul> </li> <li>● business use, which means for: <ul style="list-style-type: none"> <li>○ private use; plus</li> <li>○ the majority of normal working hours being spent using your vehicle for business or work purposes;</li> </ul> </li> <li>● commercial use, which means for: <ul style="list-style-type: none"> <li>○ private use; plus</li> <li>○ use in a business: <ul style="list-style-type: none"> <li>■ where your vehicle is licensed for the carriage of goods; or</li> <li>■ as a primary producer.</li> </ul> </li> </ul> </li> </ul> <p>Important note: Insurance is limited for some types of business or commercial use. Please refer to 'General exclusions - The use of your vehicle'.</p>
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You, your	The person(s) named in your Policy Schedule as the insured.

Word or term	Meaning
Your trailer	<p>a registered trailer owned by you or in your or an insured person's possession, custody or control which can be legally towed by your vehicle, including a boat trailer, a camper trailer, a caravan trailer or any other trailer.</p> <p>Refer to standard benefits on page 24 for the insurance we provide on a single axle box trailer.</p>
Your vehicle	<p>the registered motor vehicle owned by you which is described in the Policy Schedule including:</p> <ul style="list-style-type: none"> <li>• standard accessories and removable safety equipment; plus</li> <li>• any fitted non-standard accessory or modification, as shown in the Policy Schedule.</li> </ul> <p>Also included is:</p> <ul style="list-style-type: none"> <li>• a replacement motor vehicle if insured by us under the change of vehicle benefit;</li> <li>• a substitute vehicle as described under 'Driving another vehicle' (page 19);</li> <li>• your trailer for the purpose of the insurance exclusions under 'General exclusions' (page 35).</li> </ul>



## Cover types

You can select one (1) of the following QBE cover types:

- Comprehensive; or
- Third party, fire and theft; or
- Third party only.

The type of cover you have selected will be noted on your Policy Schedule.

## Comprehensive

This Policy is designed to cover you for theft or damage to the insured vehicle which occurs during the period of insurance up to the amount of the sum insured or other specified maximum limit. We also cover your (and certain other person's we specify) legal liability as a result of damage caused to another person's property by your vehicle up to the limit shown on your Policy Schedule.

### Driver option for comprehensive cover

#### 30 plus nominated driver comprehensive cover

If you choose this option, we will calculate your premium on the basis that your car will be driven by no more than two (2) nominated drivers who are thirty (30) years of age or over. The drivers you nominate will be listed on your Policy Schedule.

The cover provided by this Policy is restricted to your vehicle being driven by an insured person (as shown on your Policy Schedule) who;

- (a) is thirty (30) years of age and over, and;
- (b) holds a current driving licence.

If at the time of the incident your vehicle is being driven by a person other than an insured person (a nominated driver as shown on your Policy Schedule), you will have to contribute towards the cost of the incident by paying us an undeclared driver excess, as shown on the Policy Schedule.

The undeclared driver excess will not be applied where you can prove to us that your vehicle was driven:

- (i) without your consent;
- (ii) by a person, in the motor trade who was servicing or repairing it, or was an attendant parking it, or who used it because a serious medical emergency had arisen.

In these circumstances you will have to pay all the excesses which would normally apply to the Policy.

## Agreed or market value (Comprehensive policies only)

If you have a QBE Comprehensive Policy, you can choose which type of sum insured you prefer, either market value or agreed value. The sum insured for your nominated vehicle is shown on the Policy Schedule:

- Market value – at the time of an incident or total loss we will pay up to the market value for your vehicle (please refer to definitions on page 12 for the meaning of 'Market value').
- Agreed value – at the time of an incident or total loss we will pay up to the value we have agreed to insure your vehicle for during the period of insurance. This amount will be shown on your Policy Schedule. (please refer to definitions on page 12 for the meaning of 'Agreed value').

The legal liability cover insures you up to a set limit of liability shown on the Policy Schedule.

Specific limits may apply to other property you want to insure, or to benefits we may pay. Please refer to your Policy Schedule and the standard benefits listed on page 20.

Excesses may apply. See payment of excesses on page 52.

You need to make sure you are happy with both your sum(s) insured and relevant limits that apply. This is important because, if you are underinsured, you may have to bear the uninsured proportion of any loss yourself.

## Third party, fire and theft cover

Third party, fire and theft provides insurance for your legal liability as a result of damage caused to another person's property by your vehicle up to the limit shown on your Policy Schedule. This Policy does not cover loss to your vehicle except in the event that the damage to your vehicle was caused by or arising from fire, theft or attempted theft or in the circumstances described under the uninsured motorist benefit in the standard benefits section in this Policy on page 26.

## Third party only cover

Third party only cover provides insurance for your legal liability as a result of damage caused to another person's property by your vehicle up to the limit shown on your Policy Schedule. This Policy does not cover damage to your vehicle except in the circumstances described under the uninsured motorists benefit noted under the standard benefits section in this Policy on page 26.

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## Legal liability

### Legal liability for damage to another person's property

If you become legally liable for damage to another person's property directly caused during the period of insurance by:

- a part of your vehicle or your trailer attached to it;
- goods falling from your vehicle or your trailer attached to it, where you have taken reasonable measures to secure them;
- the loading or unloading of your vehicle or your trailer attached to it;

then we will pay:

- the reasonable cost of the damage for which there is liability; or
- the amount awarded by a court in Australia;

up to the limit of liability shown on your Policy Schedule.

### Legal liability for injury or death to another person (Gap cover)

If you become legally liable for bodily injury or death to another person directly caused during the period of insurance by:

- a part of your vehicle or your trailer attached to it;
- goods falling from your vehicle or your trailer attached to it, where you have taken reasonable measures to secure them;

where you:

- have Compulsory Third Party insurance but that insurance does not cover the liability, or
- do not need Compulsory Third Party insurance and in the case of your vehicle it is not being driven at the time of the incident;

then we will pay:

- the reasonable amount for which there is liability; or
- the amount awarded by a court in Australia;

up to the limit of liability shown on your Policy Schedule.

But we will not pay if you are declined insurance under your 'Compulsory Third Party Policy' because of some failure by you.

Important Note: There are limits to this insurance – Please refer to Legal liability under the heading 'General exclusions – Legal liability' on page 37.

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## Driving another vehicle

We will insure you under this section when you drive a substitute motor vehicle because your vehicle is being repaired or serviced. This does not include a hire car.

But we will not pay for any damage to the substitute vehicle.

## Passengers

QBE's legal liability covers damage caused to another person's property by a passenger who is lawfully travelling in or getting in or out of your vehicle or a substitute motor vehicle.

## Other people driving your vehicle

We will also insure under this section an insured person driving your vehicle or the driver of the substitute motor vehicle who is in charge of that vehicle with your permission.

We will not insure that driver if you knew or should reasonably have known that they had been refused:

- motor vehicle or motor bike insurance; or
- the renewal of motor vehicle or motor bike insurance.

## Principals indemnity

We will insure your employer, business partner or principal for legal liability incurred following an incident in which your vehicle (other than a substitute vehicle owned by your employer, business partner or principal) is involved provided that your vehicle was driven by you or was under your control.

## Maritime liability

If your vehicle is being transported by sea between ports within Australia, we will pay your contribution in respect of your vehicle for general average and salvage charges incurred by a shipowner where necessary for the safety of the ship and cargo, provided you are liable to contribute under Maritime Law.

## Legal costs

We will pay all legal costs reasonably incurred with our written consent arising from a claim for which you are insured under this section.

## Limit of liability

We will not pay more than the limit shown on the Policy Schedule for our total liability under this section in respect of all claims arising out of one incident or series of related incidents, including all costs, charges, expenses and legal costs. Any excess payable by you is included in the liability limit.

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## Standard benefits

If you make a claim under this Policy and we agree to pay your claim, we will also give you the following standard benefits depending on the type of cover you have selected:

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Lifetime repair guarantee	If we authorise repairs to your vehicle, including sub let repairs, the QBE lifetime repair guarantee means that we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.	✓	✓ limited to incidents caused by fire or theft.	✓ uninsured motorist benefit only
Choice of repairer	If you lodge a claim and we agree to repair your vehicle we can refer you to a QBE accredited repairer or you can nominate a repairer of your choice.  You must not authorise the repair of your vehicle without our written authority.  We may also require you to take your vehicle, or allow it to be towed to a location of our choice for assessment (For full details see Choice of repairer information on page 49).	✓	✓ limited to incidents caused by fire or theft.	✓ uninsured motorist benefit only

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Essential temporary repairs	We will pay a maximum of \$500 for essential temporary repairs to allow your vehicle to be driven immediately after the incident.	✓	✗	✗
Hire car following a theft	<p>If your vehicle is stolen and we agree that it is necessary for you to hire another vehicle, we will reimburse you the reasonable daily cost of hiring a vehicle similar to your vehicle:</p> <ul style="list-style-type: none"> <li>• from a hirer we approve;</li> <li>• until the time that your vehicle is found, but for no more than fourteen (14) days;</li> <li>• up to a maximum of \$1,000; or</li> <li>• until your claim is paid;</li> </ul> <p>which ever happens first.</p> <p>You must produce the hire car receipts. We will not pay for fuel or any other charges.</p>	✓	✓	✗

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Travelling expenses	If your vehicle cannot be driven as a result of an incident, we will reimburse you up to \$50 for expenses incurred by you and occupants of your vehicle to return directly to your home. You must have receipts to substantiate your claim.	✓	✗	✗
Towing costs	If your vehicle is damaged, and we have accepted the claim, we will pay the reasonable cost of removal to the nearest repairer or place of safety or to another place we have authorised.	✓	✗	✗
Personal items	We will cover up to \$500 for personal items, as defined on page 13, damaged in your vehicle as a result of an accident where we have accepted your claim, excluding any claims for theft and or attempted theft.	✓	✗	✗
Replacement of keys and recoding of locks	If the keys to your vehicle have been stolen, and we accept your claim, we will pay for the replacement of your vehicle's keys and if necessary, the re-coding of your vehicle's locks up to a maximum of \$1,000 after deduction of your basic Policy excess.	✓	✗	✗

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	<p>To be entitled to this benefit the theft of the keys needs to have been reported to the Police, and the keys would need to have been stolen by someone other than you, a member of your family, another person who resides with you or someone invited to your place of residence.</p> <p>Cover under this benefit does not entitle you to a claim for a rental vehicle or any other additional benefit.</p>			
Emergency accommodation and transport costs	If you are more than 100kms away from home and your vehicle can not be safely driven as a result of an incident covered by this Policy, we will reimburse you up to \$500 for the cost of essential temporary accommodation (room rental only) and transport for you and the occupants of your vehicle. You must have receipts to substantiate your claim.	✓	✗	✗
Replacement vehicle	<p>If your vehicle is a total loss, we will provide you with a replacement vehicle of the same make and model or nearest equivalent in the market at the time of loss if the model has been superseded, provided:</p> <ul style="list-style-type: none"> <li>• you are the original owner and have insured your vehicle with us from new; and</li> </ul>	✓	✗	✗



Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	<ul style="list-style-type: none"> <li>your vehicle is less than two (2) years old and has been driven less than 20,000kms; and</li> <li>your vehicle was originally insured for the purchase price.</li> </ul>			
Trailer cover	<p>If your trailer is a single axle box trailer, we will pay for the cost of repairs or replacement up to a limit of \$1,000 if it is stolen or damaged when attached to your vehicle.</p> <p>Important notes:</p> <ul style="list-style-type: none"> <li>the insurance is limited to a single axle box trailer, not a multiple axle trailer;</li> <li>contents of a trailer are not insured by this Policy.</li> </ul>	✓	✗	✗
Windscreen cover	<p>If you make a claim for accidental breakage or damage to your vehicle's windscreen or window glass you will be required to pay the standard excess shown on your Policy Schedule.</p> <p>Claims for accidental breakage or damage to your windscreen or window glass will not impact on your no claim bonus. QBE's windscreen cover ensures that no excess is payable where the existing windscreen or window glass is repaired.</p>	✓	✗	✗

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	<p>Should you wish to purchase additional windscreen protection please see the 'Excess-free windscreen and window glass protection' option on page 32.</p> <p>Note: For the purposes of this benefit 'Breakage' means a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture that extends through all layers of the windscreen.</p>			
Re-delivery costs	If you live over 100km from the place where we authorise your repairs to be done, we will pay the reasonable cost of re-delivery of your vehicle to your home, to a limit of \$500.	✓	✓	✓ uninsured motorist benefit only
Vehicle tools	Following an incident involving your vehicle, we will also pay for the cost of stolen or damaged tools owned by you carried for use on your vehicle (additional to those supplied by the manufacturer) to a limit of \$50, provided the tools are not used in connection with your trade or occupation.	✓	✗	✗

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Fatality cover	If an insured or nominated driver sustains a fatal injury, within twelve (12) months of and as a result of an incident covered by this Policy we will pay \$2,500 to the deceased's estate.	✓	✗	✗
Change of vehicle	<p>If you sell or otherwise dispose of your vehicle, other than when it is a total loss claim that is accepted by us, we will insure your newly acquired vehicle under this Policy if:</p> <ul style="list-style-type: none"> <li>• you acquire your new vehicle within fourteen (14) days of the disposal of your vehicle; and</li> <li>• you give us details of the new vehicle within that time; and</li> <li>• we agree to insure it and you pay any extra premium we require.</li> </ul>	✓	✓	✓
Uninsured motorist benefit	If your vehicle is accidentally damaged in a collision with another vehicle where we agree that the other driver is 100% at fault, and we agree that the owner of the vehicle or the other driver has no insurance covering damage to the property of a third party, we will, at our option, either repair your vehicle to its condition immediately prior to the time of loss or pay you the cost of repairs to your vehicle	✓	✓ \$5,000 limit applies	✓ \$5,000 limit applies

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	<p>resulting from accidental loss or damage to your vehicle, provided:</p> <ul style="list-style-type: none"> <li>• you can tell us the registration number of the other vehicle and the name and address of the driver of the other vehicle; and</li> <li>• at the time of the loss or damage the other vehicle was not owned or registered in your name or in the name of a person who is a relative of yours or any person with whom you ordinarily live.</li> </ul> <p>The maximum amount we will pay under this benefit for all claims from any one (1) accident or series of accidents arising out of the one cause or event is the lesser of \$5,000 and the market value of your vehicle at the time of the loss or damage. If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become our property.</p> <p>Note: The \$5,000 limit does not apply to comprehensive policies.</p>			

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Finance gap cover	<p>Where:</p> <ul style="list-style-type: none"> <li>• your vehicle is declared a total loss; and</li> <li>• your vehicle is subject to a finance agreement through a financial institution, directly relating to the purchase of the insured vehicle; and</li> <li>• the outstanding balance of your finance agreement less any arrears exceeds your vehicles sum insured.</li> </ul> <p>We will pay:</p> <ul style="list-style-type: none"> <li>• the difference between the total loss amount and the amount to payout the finance agreement up to a maximum of 25% of your vehicles sum insured.</li> </ul> <p>Provided:</p> <ul style="list-style-type: none"> <li>• the benefit value and total loss amount do not exceed the amount outstanding on your financial agreement;</li> <li>• that any payment over the agreed total loss amount does not include any amounts in arrears at the time of the loss;</li> </ul>	✓	✗	✗

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	<ul style="list-style-type: none"> <li>that any additional payment over and above the agreed total loss amount will include any discounts applicable for full payment of the financial contract;</li> <li>your vehicle was not subject to replacement cover under this Policy (see page 23 and page 32 for more information on replacement cover).</li> </ul>			
After accident cleanup	<p>We cover your legal liability to pay for the cleaning up of any debris of your vehicle following an accident.</p> <p>The maximum amount we will pay is \$1,000 for any one (1) accident.</p>	✓	✗	✗
Legal liability	<p>We will cover your legal liability as a result of damage caused to another persons property by your vehicle up to the limit shown on your Policy Schedule. (For full details see legal liability information on page 18.)</p>	✓	✓	✓
✓ = covered    ✗ = not covered				

## Optional benefits

All optional covers if selected and accepted by us will be shown on your Policy Schedule. These covers are only available to comprehensive policyholders and will result in an additional premium payable.

Option	Description	Comprehensive	Third party fire & theft	Third party only
Hire car after accident	<p>If you select this option and your vehicle is involved in an incident that is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur hiring a car while your vehicle is being repaired or if deemed a total loss.</p> <p>We will reimburse you an amount up to the maximum daily rate as shown on your Policy Schedule:</p> <ul style="list-style-type: none"> <li>• for a maximum of fourteen (14) days; or</li> <li>• until your vehicle is repaired; or</li> <li>• until we pay your claim;</li> </ul> <p>whichever happens first.</p> <p>The cover will commence on the date your vehicle is taken to the repairer. You will need to organise and pay for the hire car. We are not responsible for ensuring that a hire car is available. You must also give us a copy of the</p>	✓	✗	✗

Option	Description	Comprehensive	Third party fire & theft	Third party only
	<p>rental agreement and any receipts for the hire car before we will pay you. If the cost of the hire car is more than the maximum daily rate, you will have to pay the difference.</p> <p>We do not pay for:</p> <ul style="list-style-type: none"> <li>• additional hiring costs;</li> <li>• running costs, including the costs of fuel;</li> <li>• damage to the hire car;</li> <li>• any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement.</li> </ul> <p>We will not cover you under this optional benefit if:</p> <ul style="list-style-type: none"> <li>• the only damage to your vehicle is to its windscreens or window glass; or</li> <li>• your vehicle is stolen, because you may be able to claim under the 'Hire car costs following theft' standard benefit (see page 21).</li> </ul> <p>Note: This option is only available to be added to your Policy on inception or renewal only.</p>			



Option	Description	Comprehensive	Third party fire & theft	Third party only
Excess-free windshield and window glass protection	<p>If you select this option you will not need to pay the standard excess when your claim is for accidental breakage or damage to your vehicle's windshield or window glass during the period of insurance.</p> <p>Note: For the purposes of this benefit 'breakage' means a fracture that extends through the entire thickness of the glass or where the windshield is laminated, a fracture that extends through all layers of the windshield.</p>	✓	✗	✗
4 year new car replacement	<p>If you select this option and your vehicle is a total loss, we will provide you with a replacement vehicle of the same make and model (if the model has been superseded then the nearest equivalent of the same make available in the market at the time of loss) provided:</p> <ul style="list-style-type: none"> <li>• you purchased it new from the manufacturer or their dealer or as a demonstrator vehicle; and</li> <li>• your vehicle is no more than four (4) years old from the date of purchase when new; and</li> <li>• has been driven less than 100,000kms at the time of the total loss; and</li> <li>• it was originally insured for the purchase price and the Policy Schedule shows it is insured for replacement.</li> </ul>	✓	✗	✗

Option	Description	Comprehensive	Third party fire & theft	Third party only
	<p>Where your vehicle is a total loss if the provisions above are not met, or you do not want a replacement vehicle, the sum insured will be market value at the time of the incident.</p> <p>Note: This optional cover can only be selected if your vehicle is less than two (2) years old at the time of cover being provided and you are the original owner. If your vehicle becomes greater than four (4) years old during the final replacement cover renewal period, the replacement cover ceases and the vehicles sum insured becomes market value.</p>			
Lifetime no claim bonus protection	If you have retained your maximum No claim bonus for more than two (2) years and you select this option your no claim bonus will not be reduced or affected if you make any at fault claims within the period of insurance.	✓	x	x
No claim bonus protection	If you select this option your no claim bonus will not be reduced or affected for one (1) at fault claim you make within the period of insurance.	✓	x	x

Option	Description	Comprehensive	Third party fire & theft	Third party only
Selectable excess	You can select from our range of excess options. You can reduce your premium by selecting from our voluntary excess options, the greater the voluntary excess you choose, the lower your premium. You can also choose to remove your standard excess for an additional premium, any other applicable excesses are payable.	✓	x	x
✓ = available    x = Not available				

## General exclusions

These general exclusions apply to all sections of this Policy.

### You are not insured for:

Theft or damage to your vehicle	For example, but not limited to:
When you or an insured person leave your vehicle unattended and unlocked in a public place.	Vehicle left unlocked at a supermarket car park.
When the theft is by a person acting with the express or implied consent of you or an insured person.	Having a secret agreement with another person to steal your vehicle or your trailer.
When the theft is by a person to whom you have lent your vehicle, but this will not apply if the incident is theft by deception and you have kept the driving licence or other form of legal identification of that person.	When your vehicle is stolen by a friend or prospective buyer after you have given them permission to use it.
<p><b>When the damage is:</b></p> <p>(i) the result of normal wear and tear, rust or corrosion to your vehicle.</p>	(i) wear and tear of your vehicle or trailer resulting from ageing or loss of value through ordinary use.
(ii) structural failure, electrical or mechanical breakdown.	(ii) we would not pay to repair rust damage, a worn out engine, old radiator and water hoses or a faulty electrical system.
(iii) a result of using a type of fuel that is not intended for the specific make and model of your vehicle and engine.	(iii) putting unleaded petrol in a vehicle that runs on diesel.
When you or an insured person have not taken all reasonable steps to protect your vehicle from being stolen or further damaged after it has been involved in an incident.	When your vehicle is stolen because it was left at the scene of an accident when it could have been readily towed to our holding yard or another place of safety.
When the damage is to the tyres of your vehicle unless it was caused in the incident.	Damage to tyres caused by the application of the brakes or by punctures, cuts or bursting.

Theft or damage to your vehicle	For example, but not limited to:
<p><b>When the theft or damage is:</b></p> <p>(i) to a non-standard accessory not shown on the Policy Schedule.</p>	<p>(i) you should read the definition of non-standard accessory and advise us to include on your Policy Schedule any non-standard accessory fitted to your vehicle, otherwise that accessory is not insured.</p>
<p>(ii) to a modification not shown on the Policy Schedule.</p>	<p>(ii) you should read the definition of a modification and advise us to include on your Policy Schedule any modification to your vehicle, otherwise that modification on your vehicle may not be insured.</p>
<p>(iii) to personal items as a result of theft or attempted theft and or damage to items that are not defined as personal items, see page 22.</p>	<p>(iii) theft of glasses, clothing, jewellery, camping gear, sporting equipment from your vehicle.</p>
<p>For financial or consequential loss.</p>	<p>Financial loss caused by your inability to use your vehicle or to use damaged personal property.</p>

Legal liability	For example, but not limited to:
<p>For accidental bodily injury or death to another person where you or in the case of a substitute motor vehicle, its owner, have or are required by law to have Compulsory Third Party insurance (CTP).</p>	<p>You would have no insurance under this Policy for any vehicle or trailer:</p> <ul style="list-style-type: none"> <li>• if your statutory CTP insurance applies; or</li> <li>• if it should apply but does not because you failed to renew your vehicle registration (which includes CTP insurance) or failed to have CTP insurance in a State or Territory where you have to buy a separate policy; or</li> </ul>

Legal liability	For example, but not limited to:
	<p>For example, but not limited to:</p> <ul style="list-style-type: none"> <li>• even though you were not required to have CTP insurance for the vehicle (because you use it only on private property or off road) but you were driving it at the time of the accident.</li> </ul>
For accidental bodily injury or death to a family member.	Serious collision resulting in bodily injury or death.
For fines or penalties (including any interest and costs) incurred by an insured person.	Court imposed fines.
For any punitive, aggravated, exemplary, or multiple damages (including any interest and costs) against an insured person.	Court imposed settlement.
Arising out of an undertaking or guarantee given by an insured person without our written authority.	Where you signed a contract with another party in which you undertook to protect their interests.
For damage to property owned by an insured person or in their possession, custody or control.	You borrow another person's golf clubs and run over them with your vehicle, we will not pay for the clubs.
For which there is an entitlement to claim an amount or benefit under a statute or other policy in respect of the liability.	The injured person is entitled to claim workers' compensation benefits.

Alcohol, drugs, driving licence	For example, but not limited to:
<p><b>If you or an insured person driving your vehicle at the time of the incident:</b></p> <p>(i) was affected by alcohol or drugs to an extent that impaired the control of your vehicle, or</p>	<p>(i) charged with driving under the influence of alcohol or drugs.</p>
<p>(ii) had a blood alcohol level exceeding the statutory limit for the State or Territory in which the incident occurred, or</p>	
<p>(iii) did not hold a current driving licence which is valid to drive under Australian law or had not complied with all conditions of the driving licence.</p>	<p>(iii) you are driving a vehicle that is outside your licence class or condition.</p>
<p>If you or an insured person, following the incident, refused to take a Police alcohol or drug test.</p> <p>But you will have insurance if the person driving your vehicle was not you or a family member, and we agree that you had no reason to suspect that the person was affected by alcohol or drugs or did not have a driving licence.</p> <p>If we do pay a claim because you were unaware that the person driving your vehicle was affected by alcohol or drugs or did not have a driving licence, then we reserve the right to recover from that driver.</p>	<p>Refusing to take a Police breathalisher test.</p>

The use of your vehicle	For example, but not limited to:
<p><b>If at the time of the incident your vehicle was being driven by you or an insured person and was:</b></p> <p>(i) not registered.</p>	<p>(i) your vehicle's registration had expired or your vehicle was not licensed.</p>
<p>(ii) being used for an unlawful purpose.</p>	<p>(ii) your vehicle was being used by you in a robbery or was being used to transport illegal drugs or stolen goods.</p>
<p>(iii) being used:</p> <ul style="list-style-type: none"> <li>(a) on a race track, speedway track or course,</li> <li>(b) for driver training or driver instruction on a race track, speedway track or course unless your Policy is endorsed for such use,</li> <li>(c) in preparation for a race, time-trial, hill-climb or any other competitive motor sport or contest,</li> <li>(d) in a rally or event where the road was closed to public traffic.</li> </ul>	<p>(iii) there is no insurance when you use your vehicle on a race track for any reason, unless you have told us beforehand and we agreed to insure you by issuing an endorsement, shown on your Policy Schedule.</p>
<p>Being used for carrying passengers for hire, fare or reward but this does not apply to car pooling.</p>	<p>Using your vehicle as a taxi.</p>
<p>Being let out on hire.</p>	<p>Allowing someone the temporary use of your vehicle in exchange for payment.</p>



Condition of your vehicle	For example, but not limited to:
<p><b>If at the time of the incident your vehicle was:</b></p> <p>(i) in an unsafe, unroadworthy or illegal condition, but this does not apply if:</p> <p>(a) the condition did not contribute to the cause of the incident, or</p> <p>(b) you or an insured person were unaware of the defect and it was reasonable to be unaware of it.</p>	<p>(i) when the condition of your vehicle contributed to the incident e.g. worn out tyres, defective brakes, defective lights or the body is full of rust.</p>
<p>(ii) overloaded, but this does not apply if the overloading did not contribute to the cause of the incident.</p>	<p>(ii) overloading your vehicle contributed to the accident, e.g. by carrying a bigger load in the boot than your vehicle was designed to carry or by similarly overloading your trailer.</p>

Intentional acts	
<p>If the incident arises out of an intentionally harmful or damaging act by:</p> <ul style="list-style-type: none"> <li>• you, an insured person or a family member;</li> <li>• a person with the express or implied consent of you, an insured person or family member;</li> <li>• a passenger of your vehicle or a substitute vehicle.</li> </ul>	

Operation of law, war or nuclear material.	
<p>If the incident is caused by:</p> <ul style="list-style-type: none"> <li>• lawful seizure, repossession or other operation of law;</li> <li>• invasion, war, civil war or rebellion;</li> <li>• nuclear weapons, nuclear fuel, waste or material;</li> <li>• acts of terrorism where such act is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.</li> </ul>	

### **Sanctions limitation and exclusion clause**

You're 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.

## General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

### Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

### Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- a change to the ownership of your vehicle;
  - a change of address;
  - a change to the vehicle you wish to be insured by this Policy;
  - a new regular driver of your vehicle;
  - a modification to your vehicle;
  - the addition of a non-standard accessory.
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If you wish to insure any fitted non-standard accessory or modification, each one must be advised to us for our acceptance, which we will confirm by issuing an alteration advice.

Please note that we may require you to pay an additional premium as a result of any of these changes.

### **Other interests**

You must not transfer any interests in your Policy without our written consent.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy.

### **Other party's interests**

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

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## Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim

What you or an insured person must do	
✓	Prevent further loss or damage by taking all reasonable steps to reduce the loss or damage and prevent any further loss or damage.
✓	Inform the Police immediately following theft or malicious damage or where you are required by law to do so.
✓	<p>At the scene of the accident take full details of all vehicles, drivers and witnesses. This information will be required to process your claim. Make a note of:</p> <p>The accident:</p> <ul style="list-style-type: none"> <li>• date and time,</li> <li>• road conditions (wet or dry),</li> <li>• location,</li> <li>• if appropriate, sketch map of what actually happened including the direction of travel of the vehicles involved, details of any obstacles and names of the streets.</li> </ul>
✓	<p>Other drivers and vehicles:</p> <ul style="list-style-type: none"> <li>• name of driver,</li> <li>• driver's address,</li> <li>• driver's phone number,</li> <li>• make of vehicle,</li> <li>• registration number,</li> <li>• name of owner,</li> <li>• owner's address,</li> <li>• owner's phone number,</li> <li>• owner's insurance company.</li> </ul> <p>Witnesses:</p> <ul style="list-style-type: none"> <li>• name,</li> <li>• address,</li> <li>• daytime phone number.</li> </ul>
✓	Call us on 1300 734 729 as soon as possible when you discover that an incident likely to result in a claim has occurred. We will explain the claims process so you understand what you need to do next.

### What you or an insured person must do

	The person calling to notify us of a claim must be listed as an insured person on the Policy. If the person calling is not a listed insured person, we must obtain written authority from the listed insured before lodging a claim.
✓	Complete a claim form, if we require it.
✓	Return the completed claim form promptly together with all letters, documents, valuations, receipts or proof of ownership that you have been asked to provide, otherwise we cannot process the claim.
✓	Assist us with your claim. Before we will pay anything under this Policy, you and any relevant insured person, must have complied with all the requirements of this section and continue to give us any information we request and provide reasonable assistance throughout the claim or any proceedings.
✓	At our request, we may need you to: <ul style="list-style-type: none"> <li>• provide written statements under oath;</li> <li>• be interviewed about the circumstances of the claim;</li> <li>• allow us to inspect (and if we wish) take possession of your vehicle.</li> </ul>
✓	Pay your excess – Refer to page 52 for more information on your excess and when you are required to pay an excess.
✓	Provide every notice or communication from another party. You or any relevant insured person must provide us as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the incident.

### What you or an insured person must not do

x	Admit guilt or fault (except in court or to the Police).
x	Offer or negotiate to pay a claim.
x	Admit liability.
x	Dispose of any damaged items without first seeking our approval.
x	Authorise repairs. Except for essential temporary repairs, see 'standard benefits' on page 21, you are not authorised to commence repairs without our approval.
x	Delay contacting us whenever possible to notify us of an incident which could lead to a claim on this Policy. You may have to contribute towards your claim if your late notification results in higher costs for us or harms our investigation opportunities.
x	Provide us with false or misleading information. We may deny part or all of your claim if you or an insured person are not truthful and frank in any statement made in connection with a claim or if a claim is fraudulent or false in any respect. We will report any suspected fraudulent act to the Police for further investigation.

## GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

## How claims administration and legal proceedings are undertaken

When a claim is lodged under this Policy, we have the right at our discretion to exercise all the legal rights of an insured person relating to the incident and to do so in their name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that we may consider necessary.

We will also report any suspected fraudulent act to the Police for further investigation.

## How a claim affects your sum insured

If we pay a claim:

- on a total loss basis, your Policy with us ends (see 'Cancelling your Policy),
- for the cost of repairs to your vehicle, your sum insured remains the same as it was before the claim.

For example, if your sum insured is \$20,000 and we pay a claim for \$3,000, your sum insured remains at \$20,000.

Important note: Following a claim on a specified item such as a CD player you should make sure that the replacement item is added to your Policy Schedule.

## Other insurance and contribution

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

## Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

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## Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- receipts or other confirmation of purchase of your vehicle or any accessories, and
- all service and repair records.

## Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price .

We will receive any vehicle registration refund, in states where we are entitled to do so. You will provide us with a signed written authority to enable us to recover this refund.

## Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

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## Repair information

### Choice of repairer

If you lodge a claim and we agree to repair your vehicle we can refer you to a QBE accredited repairer or you may nominate a repairer of your choice.

You must not authorise the repair of your vehicle without our written authority.

### Where we recommend our accredited repairer

We will:

- provide you with the names of two (2) repairers for you to obtain quotes from;
- need to inspect your vehicle prior to authorising repairs; and
- pay the cost of repairs directly to the repairer we authorise.

Where a QBE assessment centre is available to you we will advise of this process.

### Where you nominate a repairer

You must:

- obtain a quote from a repairer of your choice who is appropriately licensed, however if you do we may require you to obtain a second quote from a repairer of our choice; and
- allow us to assess your vehicle prior to authorising repairs.

We will:

- pay the reasonable costs, as determined by us, to have your vehicle repaired, directly to the repairer we have authorised to carry out the repairs.

In determining reasonable costs we consider a number of factors including:

- the advice of an experienced motor vehicle assessor that we appoint;
- a quote from another repairer of our choice; and
- any adjustment allowing for method of repair.

In the event that repairs are carried out without our authority we will not provide our lifetime guarantee (see page 20) on repairs and where permitted by law will pay only what we determine to be the reasonable cost of repairs.

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## Replacement of damaged parts

### **Within Manufacturers Standard New Car Warranty period**

If your vehicle is covered under the Manufacturers Standard New Car Warranty (not including an extended warranty period) we will only use manufacturers approved parts in repairing your vehicle. In the event that the part is a windscreen or a body glass then Australian Design Rule compliant parts may be used.

### **Outside Manufacturers Standard New Car Warranty**

We may use new, recycled or reconditioned parts when repairing vehicles which are no longer covered under the Manufacturers Standard New Car Warranty. Where the use of recycled or reconditioned parts is requested we will only use the parts if they are equal to or exceed the quality of the part being replaced.

### **You may have to contribute towards the cost of repairs**

We are entitled to require you to contribute towards the cost of repairs where the condition or appearance of your vehicle improves as a result of replacing old parts with new parts or repainting more than the damaged area.

## **Contribution**

Where the incident insured by this Policy is also insured elsewhere and we have paid more than our reasonable share of your claim, we may exercise our right to seek contribution from the other insurer or insurers.

### **If parts and accessories are not available**

Where parts and accessories are not available locally we will only pay:

- the cost of parts and accessories of an equivalent make and model of motor vehicle listed in the latest suppliers list within the State or Territory in which repairs are being carried out; and
- surface freight costs of getting parts to the repairer.

We will not pay the extra cost of specially made parts for your vehicle when the parts or accessories required for repair are not readily available.

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## Total loss

### What happens when your vehicle is a total loss

At QBE, where we decide your vehicle is a total loss, and we agree to pay your claim, your Policy comes to an end. How your claim is settled will depend on whether you have taken out an agreed value policy or a market value policy.

If a security interest is registered over your vehicle, we will:

- pay the financier the sum insured, up to the amount required to discharge your loan or finance agreement; and
- if applicable, pay you the remaining balance of the sum insured.

If no security interest is registered over your vehicle, we will:

- pay you the sum insured; or
- replace your vehicle, provided:
  - you are the original owner and have insured your vehicle with us from new, and
  - your vehicle is less than two (2) years old and has been driven less than 20,000kms, and
  - your vehicle was originally insured for the purchase priceif a similar make and model is available.

### Discharging a security interest

You must take the necessary steps we require to remove any security interest in your vehicle after your loan or finance agreement has been discharged.

### Premium after a total loss

If you have a claim that results in QBE declaring you have a total loss, the Policy terms have been met by QBE and the Policy comes to an end.

If you paid an annual premium no refund is due to you.

If you were paying by instalments, we will deduct the premium outstanding for the period of insurance from our settlement payment to you.

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## Excesses

An excess is the amount which you may have to pay each time you make a claim. Each excess is printed on the Policy Schedule. If following an incident more than one (1) excess applies, you will have to pay the total of all the excesses that apply to you. If we determine your claim comprises of more than one (1) incident, you will have to pay the applicable excesses for each incident.

You may have to pay:	
A standard vehicle excess	This is the first amount you have to pay, all vehicles carry a standard excess.
An age excess	<p>If the driver at the time of the incident is within the specified age group shown on your Policy Schedule.</p> <p>This excess does not apply when:</p> <ul style="list-style-type: none"> <li>• the only damage to your vehicle is to the windscreen or window glass; or</li> <li>• the incident is a result of fire, explosion, lightning, flood, theft or where your vehicle is damaged while parked.</li> </ul>
An undeclared driver excess	<p>This applies when the Policy Schedule has named drivers listed and your vehicle is being driven by a person who is not named on the Policy Schedule as a driver.</p> <p>It is your responsibility to notify us of drivers of your vehicle because your premium or excess could be affected.</p>
An imposed excess	<p>This is an excess we may require under your Policy. We would not have accepted you or your vehicle for insurance without this excess.</p> <p>If an imposed excess has been applied it will be shown on the Policy Schedule.</p>
A voluntary excess	This is an excess that you have elected to have to reduce your premium. A voluntary excess is paid in addition to your standard excess and any other applicable excesses.

If your vehicle is damaged in a collision with another vehicle, you will not have to pay any excess if all of the following apply:

- we agree that the other driver involved in the collision was totally at fault;
- you can give us the name and address of the other driver and the registration number of the other vehicle, and
- the other driver is not a family member.

## Other terms

These other terms apply to how your Policy operates.

### **Cancelling your Policy**

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

### **Changing your Policy**

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

### **Joint and co-insureds**

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

### **Notices**

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.

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