



# Product Disclosure Statement - Part A

## Car Insurance Policy General Terms and Conditions

This document prepared on 5th November 2018  
Product Issuer: Auto & General Insurance Company  
Limited ABN 42 111 586 353 AFS Licence No 285571  
Registered Office: Level 13, 9 Sherwood Road,  
Toowong, QLD 4066

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## Summary of Cover

Cover	Comprehensive	Third Party Property, Fire and Theft	Third Party Property Only
Accidental damage to the car	Yes	No	No
Fire	Yes	Yes	No
Theft	Yes	Yes	No
Damage to other people's property	Yes	Yes	Yes

## Policy Benefits and Options

✓ Limits and conditions apply

Benefits	Comprehensive	Third Party Property, Fire and Theft	Third Party Property Only
Choice of Market Value or Agreed Value*	✓	✗	✗
Damage to Other People's Property	\$20M	\$20M	\$20M
Essential Repairs	✓	✗	✗
Emergency Transport and Accommodation	✓	✗	✗
Hire Car Following a No Fault Accident	✓	✗	✗
Hire Car Following Theft	✓	✓	✗
New Car Replacement	✓	✗	✗
Personal Effects (incl. Baby Capsule)	✓	✗	✗
Repair Guarantee	✓	✓	✓
Replacement of Keys	✓	✗	✗
Towing Costs	✓	✓	✗
Trailer	✓	✗	✗
Uninsured Motorist Damage	N/A	✓	✓
24/7 Claims	✓	✓	✓

Policy Options	Comprehensive	Third Party Property, Fire and Theft	Third Party Property Only
Accident Hire Car	Optional	✗	✗
Reduced Window Glass Excess	Optional	✗	✗
Choice of Repairer	Optional	✗	✗
No Claim Discount Protection*	Optional	✗	✗

\*Eligibility criteria apply

These tables are intended as a guide only. Please read this Product Disclosure Statement and Product Disclosure Statement - Part B for full details of the covers and options, including limits, exclusions and conditions that may apply.

## Contents

What is a Product Disclosure Statement? .....	1
Our Agreement .....	1
Words With Special Meaning .....	2
Your Duty of Disclosure .....	4
When You Receive the Policy.....	5
Waiting Period for Bushfire, Storm, Cyclone or Flood .....	5
Permitted Use of the Car .....	6
Types of Cover .....	7
Cover Part 1 – Cover for the Car.....	7
Cover Part 2 – Damage to Other People’s Property .....	9
Cover Part 3 – Fire and Theft Cover For the Car .....	10
Cover Part 4 – Uninsured Motorist Damage .....	10
General Exclusions.....	11
Conditions of Cover .....	14
Changing the Policy.....	16
Renewing the Policy .....	17
Cancelling the Policy .....	18
Joint Policyholders.....	18
The Cost of Insurance .....	19
Making a Claim.....	20
Goods and Services Tax (GST) .....	21
Repairs to the Car .....	22
Choice of Repairer .....	22
Authorising repairs .....	22
Parts used to repair the car .....	22
Damaged identification plate or label .....	23
Repair guarantee.....	23
Total loss of the car .....	23
Privacy Policy .....	24
Updating Our PDS.....	24
Our Service Commitment .....	25
Financial Claims Scheme .....	25
Contact Details .....	25

## **What is a Product Disclosure Statement?**

This Product Disclosure Statement (PDS) will assist you to make an informed decision about our insurance product. It consists of two parts, which you should read before making a final decision to purchase:

- 1) **PART A** contains the general terms and conditions of all our policies.
- 2) **PART B** contains specific details about the product option(s) that you selected.

## **If You Have Already Purchased Our Policy:**

This PDS becomes your **INSURANCE CONTRACT** together with the most recent:

- ▶ **INSURANCE CERTIFICATE**
- ▶ **YOUR DECLARATIONS**
- ▶ **COVER LETTER**

After reading the documents carefully, you should keep them in a safe place for future reference.

## **Our Agreement**

In return for meeting your obligations under this agreement, we will provide you the protection described in this policy for events which occur during the period of insurance shown on your Insurance Certificate.

## **How We Send You Your Policy Documents**

Our preference is to send you your policy documents and communicate with you electronically.

When we send you your policy documents by email, they will be considered to have been received by you at the time it leaves our information system.

If you would like us to provide these documents by post, please let us know.

It is your responsibility to ensure that the email address and postal address you have provided us with are both correct and up to date. If you need to confirm or change these details, please contact us.

## Words With Special Meaning

Some words when used in this PDS or the Insurance Certificate have special meaning.

**Accident or Incident** – an event that is sudden, unforeseen, unexpected and unintended by you.

**Agreed Value** – the amount we agree to insure your car for, during each term of insurance. Your Insurance Certificate shows the amount (if applicable) and it may change each time you renew the policy.

**At Fault Claim** – any claim which cannot be recovered from another party, either in part or in full, such as:

- ▶ an accident where we decide the driver of the car is partially or entirely at fault,
- ▶ an accident where we decide the driver of the other vehicle or another person is entirely at fault but you cannot tell us their full name, residential address and vehicle registration number,
- ▶ theft, attempted theft or a malicious act,
- ▶ storm, wind or hail,
- ▶ fire, or
- ▶ an accident involving an animal.

**Car** – the car, as specified in this policy, including the manufacturer's standard accessories forming part of the car and any other accessories or modifications that we have agreed to cover.

**Compact Hire Car** – a car that is categorised as compact by us or the hire car company we select.

**Demonstrator Model** – the car was purchased from a licensed motor dealer who was the first registered owner and had less than 5,000 kilometres recorded at the time of purchase.

**Driver** – any person operating, using, or in charge of the car.

**Household Member** – a person who normally resides with the regular driver.

**Market Value** – the reasonable cost to replace the car with one of the same make, model, age and condition as your car at the time of the loss or damage. It does not include any allowance for warranty, stamp duty, transfer costs or dealer profit.

**Modification** – any alteration to the car’s standard engine, exhaust system, body, interior, suspension, wheels or paintwork that changes the functionality, performance, security or value of the car from the manufacturer’s original design.

**No Fault Accident** – an accident where we decide the driver of another vehicle, or another person, was entirely at fault, and you tell us their full name, residential address and vehicle registration number.

**Personal Effects** – personal items which are designed to be worn or carried, except cheques, money or credit cards, sporting equipment, tools of trade or firearms.

**Regular Driver** – the person who drives the car most frequently. The person you disclosed is shown on your Insurance Certificate.

**Substitute Car** – a vehicle you have hired or borrowed because the car is being repaired, serviced or has broken down, and is of a similar type to the car.

**Total Loss** – the car is:

- ▶ stolen and not recovered, or
- ▶ damaged to the extent that we decide that it would be unsafe or uneconomical to repair.

**We, us, or our** – the product issuer named on the front page of this PDS.

**You or your** – the person(s) named as the policyholder in your Insurance Certificate.

## **Your Duty of Disclosure**

Before you enter into an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

This duty applies to you until we agree to insure you and, where relevant, until we agree to renew, extend, vary or reinstate your insurance contract.

### **When you first take out your insurance contract**

If we ask you questions that are relevant to our decision to insure you and on what terms, then you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

### **When you renew your insurance with us**

On renewal of your policy we may again ask you questions that are relevant to our decision to insure you and on what terms. Again, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

### **When you vary, extend or reinstate your insurance**

When you vary, extend or reinstate your contract of insurance your duty of disclosure changes. You then have a duty to tell us anything you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms. You do not need to tell us anything that:

- ▶ reduces the risk we insure you for, or
- ▶ is common knowledge, or
- ▶ we know or should know as an insurer, or
- ▶ we waive your duty to tell us about.

### **If you do not tell us something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## **When You Receive the Policy**

### **Make sure the information is correct.**

Please check the information you have given us and notify us of any changes or corrections. This is an important part of your Duty of Disclosure.

### **Cooling-off period**

If the cover you have chosen is not suitable and no claim is made, you can cancel this policy within 21 days of the purchase date and receive a full refund of the premium you have paid.

### **Waiting Period for Bushfire, Storm, Cyclone or Flood**

You are not covered under this policy for any loss or damage that is caused by bushfire, storm, named cyclone or flood within the first 72 hours of the purchase of this insurance cover.

However, subject to the policy terms and conditions, we will cover loss or damage that occurs where:

- ▶ this policy commenced immediately following the expiry of a policy that provided the same level of cover for the same car, or
- ▶ this policy commenced on the same day you took possession of the car.

## Permitted Use of the Car

You will have no cover if the car is used for purposes which you have not declared to us or which are included in ‘Use that is never covered’ below. The permitted use, which you have selected from the following categories, is shown on your Insurance Certificate.

**Private Use or Private and Commuting Use** is use for social, domestic and pleasure purposes as well as travelling between home and a regular place of work only.

**Private and Occasional Business Use** is “Private and Commuting Use” above, and also includes occasional business use by the regular driver or their spouse only. Occasional business use means the car is not registered for business use and does not form an essential part of earning an income.

**Private and Business Use** is “Private and Commuting Use” above and also includes use for your business or occupation or the business or occupation of the regular driver or their spouse. You must provide us with the full details of all intended drivers that will use the car for business purposes for them to be covered.

### Use that is never covered:

- ▶ carrying passengers for payment, including taxis and/or ridesharing (e.g. Uber)
- ▶ carrying or delivering other people’s goods for payment, whether as a contractor or otherwise (e.g. parcel, food delivery)
- ▶ driving tuition for payment
- ▶ unpaid driving tuition of a person who is:
  - ▶ excluded on the Insurance Certificate by name or age, or
  - ▶ a household member that is not listed on the Insurance Certificate
- ▶ hiring the car to other people.

### Use that is always covered:

- ▶ Private car sharing and voluntary home or community service, provided that no profit is made from such use.

## Types of Cover

Your Insurance Certificate shows which of these types of cover you have:

**Comprehensive** covers your liability for damage caused by the car to other people's property, plus cover for the car up to the value shown on your Insurance Certificate.

**Third Party Property Only** covers only your liability for damage caused by the car to other people's property, plus a limited amount of cover for the car if damaged in a no fault accident with an uninsured vehicle.

**Third Party Property, Fire and Theft** covers the same as "Third Party Property Only", plus loss or damage to the car only if it is stolen or catches fire. It does not cover damage caused by the attempted theft of the car or items being stolen from it.

## Cover Part 1 – Cover for the Car

*This section applies only if the type of cover shown on your Insurance Certificate is "Comprehensive".*

**Damage to the Car** – If the car is accidentally damaged, we will pay up to the maximum amount shown on your Insurance Certificate. We will also pay the reasonable cost of:

- ▶ recovery of the car,
- ▶ towing the car to the repairer or place of storage nearest to where the accident occurred or that we recommend or nominate, and
- ▶ storage of the car, if it was unsafe to drive as a result of the damage.

Accidental damage includes, but is not limited to, damage caused by:

- ▶ Storm
- ▶ Flood
- ▶ Hail
- ▶ Fire
- ▶ Collision
- ▶ Attempted theft or malicious act.

**Personal Effects** – In the event of a collision involving the car, we will pay up to the amount shown in PDS Part B for damage to personal effects which were in the car at the time of the collision.

**Replacement Keys** – If the remote locking device, proximity key or keys belonging to the car are stolen and not recovered, we will pay up to the maximum amount shown in PDS Part B to replace them and recode the locks. We will only pay if you have reported the theft to the police.

**Trailer** – In the event of a collision where the car is towing a trailer that belongs to you, we will pay for the damage to the trailer up to a maximum of the amount shown in PDS Part B, but we will not cover the trailer's contents.

**Emergency Transport and Accommodation** – If we pay a claim for damage to the car, we will also pay for the driver and occupants to be transported to the address where the car is normally kept at night or, where transport is unavailable, we will pay for the cost of their temporary accommodation. The maximum cover under this section is the amount shown in PDS Part B.

**Hire Car Following a No Fault Accident** – If we agree to pay your claim for a no fault accident, we will arrange for a compact hire car for you to use until the car is repaired, your claim is paid, or for a maximum period of 14 days, whichever occurs first ("hire period").

Where the car is safe to drive, the hire car will only become available from the date the authorised repairs are due to commence or the date we assess the car to be a total loss.

This benefit is subject to availability of a hire car and covers the daily cost of a compact hire car during the hire period. We will only pay costs for a hire car arranged and authorised by us. We will not pay any additional costs of hiring, including but not limited to fuel, insurance or damage to the hire car. You need to agree to the hire car company hiring conditions (including paying a rental bond, insurance and any excess if you damage the car) and collect and return the hire car.

If we receive additional information regarding the accident that results in us deciding that the driver of the car was partially or entirely at fault, we will not pay for the hire car under this benefit from that date the information is received.

This policy benefit does not provide you with a hire car following:

- ▶ an at fault claim – you need to have taken the 'Accident Hire Car' option for a hire car following this type of claim, or
- ▶ theft – the 'Hire Car Following Theft' policy benefit provides reimbursement for a hire car following this type of claim.

**New Car Replacement** – If you purchased the car new or as a demonstrator model and it becomes a total loss within the period shown in PDS Part B, we will replace it with a new one of the same make, model and specification and we will also pay the first 12 months cost of registration and compulsory third party insurance. If a new replacement car is not available in Australia, we will pay you either the market value or the agreed value of the car as shown on the Insurance Certificate.

This benefit does not apply if the car had any unrepaired accident or hail damage which occurred prior to you insuring the car with us.

## **Cover Part 2 – Damage to Other People’s Property**

*This section applies to all types of cover.*

### **We will:**

- ▶ cover your legal liability for accidental damage to someone else’s property caused by use of the car, substitute car or a trailer or caravan attached to it. The maximum we will pay for the total of all liability claims against us arising from one event is \$20 million.
- ▶ extend this cover to:
  - ▶ other licensed drivers permitted by this policy and using the car with your consent, and
  - ▶ any passenger in the car.
- ▶ also pay for legal costs if we agree to pay your liability claim and we instruct our lawyers to act in connection with the claim.

### **We will not:**

- ▶ pay for damage to property owned by or in the control of you or the driver, or anyone that normally lives with you or the driver
- ▶ pay for any claim for, or related to, death or bodily injury
- ▶ pay for any loss or damage to a substitute car
- ▶ pay any fines, punitive, exemplary or aggravated damages awarded against you or the driver
- ▶ pay for any liability arising from a failure to notify us of any third party demand
- ▶ pay for any liability caused by the use of a substitute car covered by another insurance policy
- ▶ pay for any liability that is insurable under a compulsory statutory scheme and regardless of the amount recoverable under it.

## **Cover Part 3 – Fire and Theft Cover For the Car**

*This section applies only if the type of cover shown on your Insurance Certificate is “Comprehensive” or “Third Party Property, Fire and Theft”.*

### **Loss or Damage to the Car**

If the car is stolen or catches fire, we will pay up to the maximum amount shown on your Insurance Certificate. We will also pay the reasonable cost of recovery, towing and storage of the car if it was unsafe to drive as a result of the damage.

### **Hire Car Following Theft**

If we agree to pay your claim for the theft of the car, we will reimburse you the reasonable cost of hiring a similar car from the date you lodge a claim with us:

- ▶ until the car is recovered undamaged or any necessary repairs have been completed,
- ▶ until your claim is paid, or
- ▶ up to a maximum period of 14 days,

whichever occurs first (“hire period”).

This benefit covers the daily cost of a similar hire car during the hire period. The maximum payable under this benefit is the amount shown in PDS Part B. We will only pay costs for a hire car authorised by us. We will not pay any additional costs of hiring, including but not limited to fuel, insurance or damage to the hire car. You need to agree to the hire car company hiring conditions (including paying a rental bond, insurance and any excess if you damage the car) and collect and return the hire car.

## **Cover Part 4 – Uninsured Motorist Damage**

*This section applies only if the type of cover shown on your Insurance Certificate is “Third Party Property Only” or “Third Party Property, Fire and Theft”.*

If the car is involved in a no fault accident with an uninsured vehicle, we will cover your damage up to \$5,000 or the market value of the car, whichever is the lesser.

We will only pay this if you have reported the accident to the police and provide evidence that the other vehicle is uninsured.

We will not provide this cover if the other vehicle is owned or registered in your name, or in the name of any relative or person who lives with you.

## General Exclusions

It is important to understand that insurance policies do not cover every eventuality. You should read your policy and be aware of what is excluded from cover and the conditions to be observed. Please refer to the sections entitled “General Exclusions” and “Conditions of Cover”.

### General exclusions applying to the whole policy

This Policy does not cover any loss, damage or liability arising out of the use or operation of the car:

- ▶ by any household member not listed on your Insurance Certificate
- ▶ by any other driver that you selected to be excluded, or we required to be excluded, as shown on your Insurance Certificate
- ▶ by any driver excluded by age, other than for the commercial servicing, repairing or valet parking of the car
- ▶ by anyone without your consent, unless you take all steps required by the relevant authority to assist them in prosecuting the responsible person(s) including, but not limited to, making a formal report of the theft
- ▶ if at the time of or immediately following an incident, the driver of the car:
  - ▶ did not hold a valid licence or permit to drive in Australia, or held such a licence but did not comply with its conditions,
  - ▶ was under the influence of alcohol or any drug,
  - ▶ was in excess of the lawful blood alcohol level limit in force where the car was being driven, or
  - ▶ refused to take a legal test for alcohol or any drug,

unless;

- ▶ the driver was not named in the policy, and
- ▶ we agree that you did not know, or could not have reasonably known of the above circumstances,

then we will pay your claim, but the driver of the car will not be covered for any loss or liability, and we may recover all amounts we have paid in settlement of your claim from the driver of the car

- ▶ for carrying passengers for payment, including taxis and/or ridesharing (e.g. Uber)
- ▶ for carrying or delivering other people’s goods for payment, whether as a contractor or otherwise (e.g. parcel, food delivery)
- ▶ for paid driving tuition
- ▶ for unpaid driving tuition of a person who is:
  - ▶ excluded on the insurance certificate by name or age, or
  - ▶ a household member that is not listed on the Insurance Certificate
- ▶ for hiring to other people
- ▶ in connection with the motor trade other than for the purpose of commercial servicing or repairing the car

- ▶ for racing, trials, tests, contests, rallies
- ▶ for any unlawful purpose
- ▶ in any unsafe, unroadworthy or overloaded condition, unless this condition did not contribute to the loss or damage
- ▶ to carry explosive, flammable, toxic, corrosive or polluting goods unlawfully or for business purposes
- ▶ if you are not with the car when it is being shown or test driven for sale and it is stolen
- ▶ if the driver of the car did not remain at the scene of the accident when required by law to do so.

**You are not covered under this policy for:**

- ▶ any improvements to the car beyond its condition before the loss or damage occurred
- ▶ any reduction in the value of the car following repair
- ▶ tyre damage caused by punctures, cuts or bursts
- ▶ any consequential loss of a financial or non-financial nature, such as that resulting from loss of use of the car or any personal property
- ▶ general wear and tear, abuse, corrosion, rust or depreciation, including damage that has occurred over a period of time, such as stone chips and deterioration of the car's paint and interior
- ▶ mechanical, structural, electrical, electronic, computer or computer program failures, malfunction or breakdowns, including those that:
  - ▶ have occurred over a period of time, or
  - ▶ are unexplained
- ▶ incidents occurring outside Australia
- ▶ legal costs incurred prior to authorisation of your claim
- ▶ loss, damage or liability:
  - ▶ deliberately caused by any insured person or any person acting on their behalf
  - ▶ caused directly or indirectly by the use, existence or escape of any nuclear or radioactive material, or by any act of terrorism involving nuclear, biological or chemical weapons, pollution or contamination
  - ▶ caused by the discharge or escape of any oil, coolant, pollutant or contaminant from the car other than as a result of a collision
  - ▶ caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or seized power
  - ▶ resulting from lawful repossession or confiscation, or by nationalisation or requisition under the order of any government or public authority
  - ▶ caused as a result of cleaning, modifying, repairing, servicing or restoring the car

- ▶ arising from any agreement or contract unless that liability would have existed otherwise
- ▶ if the car has any modification from the manufacturer's original design without our written agreement
- ▶ arising out of the use of an incorrect type of fuel
- ▶ caused by the driver of the car, or a passenger, acting in a wilful or reckless manner.

## Conditions of Cover

### You must ensure that:

- ▶ you keep evidence of ownership and value of all the insured property to support any claim
- ▶ we are supplied, at all times, with true and complete information regarding the car, the insured drivers and any incidents which may lead to claims under this policy
- ▶ you or the person in charge or control of the car, lock the car, activate any required security devices and remove all keys from within, on, or in the immediate vicinity of the car when it is left unattended for any period of time
- ▶ all reasonable steps are taken to prevent any loss or damage, including after an accident, breakdown or theft recovery
- ▶ we are provided with all information and assistance necessary to process any claims, recover any costs or take any legal action. This may include information regarding the driving history of you, your spouse/partner or the driver of the car
- ▶ the police are notified immediately of any theft or malicious damage
- ▶ no costs are incurred and no admission of liability, offer or settlement is made without our agreement
- ▶ no recovery action is commenced by you, or anyone on your behalf, without first obtaining our prior written consent
- ▶ you do not do anything that might prejudice our ability to recover any amount payable to you under this policy
- ▶ the relevant State or Territory licensing authorities are notified of any disabilities or medical conditions that may affect your ability to drive
- ▶ we are told immediately if you or the driver is charged with an offence or faces a civil lawsuit following an accident
- ▶ you notify us of any other insurance you have that provides similar cover to this policy
- ▶ you notify us immediately of any incident involving the car that may lead to a claim on your policy
- ▶ you, or any other person, does not provide us with fraudulent or dishonest information or make a fraudulent or dishonest claim. If you or any other person has made a fraudulent or dishonest claim and we have partially or fully paid the claim, we may ask you to reimburse us for the amount we have paid including any other costs we have incurred related directly to the claim, such as investigation and assessment fees.

If you do not observe the conditions of cover, we may reduce or refuse to pay a claim, or cancel the contract.

**We are entitled to:**

- ▶ pay for your loss or damage either by payment, repair or replacement
- ▶ pay all or a part of any settlement to the legal owner or financier of the car in the event of a loss
- ▶ take over and conduct the defence and settlement of any claim in your name or in the name of any other person insured by this policy
- ▶ instigate proceedings in your name or in the name of any other person insured by this policy to recover any amount that we have paid under the policy
- ▶ take over and conduct any legal proceedings commenced in your name or on your behalf. You agree that the conduct of such legal proceedings will be at our sole discretion
- ▶ require you to discontinue any recovery action, or any proceedings you have commenced
- ▶ refuse a claim for any loss which is covered under a contract arranged by a person other than you.

## **Changing the Policy**

### **Change of insurance details during a policy term**

You must tell us immediately:

- ▶ if there is any change to the car, drivers, use of the car, ownership, or the place where the car is normally kept, and
- ▶ if you become aware of any incorrect details on your policy documents.

You must tell us before making any modification to the car and obtain our written agreement.

If your details do change, the premium, excess and terms and conditions of the policy may also change or we may no longer be able to insure you.

If you do not tell us, we may reduce or refuse to pay a claim or cancel the policy.

### **If you replace the car with another**

When you permanently replace the car with a similar one, cover for the previous car ends at the same time. Your replacement car automatically has the same cover as this policy for 14 days from the purchase date, but not exceeding the market value or the purchase price, whichever is lower.

## **Renewing the Policy**

To ensure continuing protection we will normally send you a renewal offer at least 14 days before the renewal date of this policy. It will show the premium and excess for the new period, a record of what you have told us previously and may also include notice of any changes to the terms and conditions of this policy.

### **Check that your information is correct**

When you receive a renewal offer, you must:

- ▶ check all the information and tell us if any details need to be changed or added. For example, please review listed and excluded drivers and tell us about any new household members or other drivers you want included, and
- ▶ review the disclosed claims, use of the car, driving offences, licence suspensions and convictions and tell us of all changes, and

then tell us if any of the information contained in the renewal offer is incorrect or incomplete.

If your details do change, the premium, excess and terms and conditions of the policy may also change or we may no longer be able to insure you.

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed. This is an important part of your [Duty of Disclosure](#).

### **Automatic payment arrangement / automatic renewal**

If you wish to take up our offer of renewal, and your information is correct, you will not have to do anything else, and we will deduct / charge the renewal premium from your nominated account / credit card, unless you have opted out of the automatic payment arrangement.

If you do not wish to take up the offer you must contact us before the renewal date to advise us, unless you have opted out of the automatic payment arrangement.

### **Your payment details**

Please check that your nominated account / credit card details shown on the renewal offer are correct.

### **If you have opted out of the automatic payment arrangement**

If you have opted out of the automatic payment arrangement, and you wish to take up our offer of renewal, you must accept our offer of renewal on or by the renewal date. If you do not, you will have no cover from the renewal date.

If you contact us after the renewal date, we may issue you with a new policy commencing on or after the date you contact us. The premium, excess and terms and conditions of the new policy may change from the renewal offer or we may no longer be able to insure you.

### **If we do not offer renewal**

If we do not offer to renew your policy, we will send you a notice of expiry.

## **Cancelling the Policy**

**By you** – You may cancel the policy at any time. If you cancel this policy within 21 days of the purchase or renewal date and no claim is made (“cooling-off period”) you will receive a full refund of the premium you have paid.

If you cancel outside the cooling-off period and no claim is made and you have paid an annual premium, we will refund any premium you have paid for the unused portion of your policy, less the early cancellation fee (as shown in PDS Part B) and less any government taxes and charges. If you paid your premium by instalments, there is no refund of any part of an instalment you have paid.

**By us** – We can only cancel your policy when it is permitted by law, e.g. if you do not perform your obligations under the agreement. In such instances, we will refund what is left of the premium you paid, and we will send you written notice of the cancellation to the address last known to us.

If the car is a total loss, cover under this policy ceases and there is no refund of any premium paid.

## **Joint Policyholders**

If more than one insured are named as the joint policyholders, each gives authority to the other to amend or cancel this policy. We may treat any change requested by one of the joint policyholders as coming from all joint policyholders.

## **The Cost of Insurance**

The price we quote for insurance is at our sole and unrestricted discretion. It will be based on the profile of the risk to be covered and any other factors we may choose.

### **Risk Factors that may affect your premium**

Other than the type of cover you select, there are many factors that may affect your risk profile and as a result, determine the price you pay for insurance.

When determining the premium you pay, we consider:

- ▶ the type of cover you select,
- ▶ the risk factors that apply to you,
- ▶ your No Claim Discount,
- ▶ policy options you have selected,
- ▶ your excess(es),
- ▶ any discounts that apply,
- ▶ intermediary commissions, and
- ▶ government charges, taxes or levies.

Minimum premiums may apply.

Although your risk profile, and associated factors, may not change from year to year, it is likely that the renewal price of your insurance will increase or decrease.

For more information about how we determine the premium you pay, please refer to our Premium, Excess and Discount Guide which is available on our website or by calling us.

### **Paying annually or by Instalment**

You can pay annually or by instalments. If you choose to pay by instalments the total premium may be higher, and fees will apply. We will tell you both the total annual and instalment amounts, so you will know the difference. Payment details and due dates will be advised to you. The total payable includes government charges.

For more information about paying annually or by instalment, please refer to our Premium, Excess and Discount Guide which is available on our website or by calling us.

### **If you do not pay for the policy:**

- ▶ If an instalment is overdue by 14 days or more, we can refuse to pay a claim.
- ▶ If an instalment is overdue by at least one month, the policy is cancelled automatically without notice to you.

## **Making a Claim**

### **How we may settle your claim**

If you make a claim with us, we may settle your claim by:

- ▶ repairing the car – see ‘Repairs to the Car’
- ▶ paying you the reasonable cost of repairing the car – we may decide not to authorise the repairs to the car but instead, pay you the reasonable cost of satisfactory repairs as determined by us
- ▶ paying your claim as a total loss – see ‘Total loss of the car’
- ▶ choosing the method of settlement and repairer or supplier for other applicable policy benefits and pay up to the specified limit for a particular benefit.

### **Recovery, relocation, towing and storage of the car**

When you make a claim with us, you authorise us to recover, relocate, tow and store the car. We will pay for the reasonable cost to tow the car between locations to assist with the inspection, repair and settlement of your claim.

We will not pay for any costs associated with the storage of the car before you make a claim with us or after your claim has been paid.

### **Excess payable on claims**

- ▶ Payment of an excess helps to reduce the number of small claims and keep down your insurance premiums.
- ▶ An excess is the first amount you must contribute towards the cost of each incident which is the subject of a claim, except when an excess is waived (see below).
- ▶ The total excess you may have to contribute to a claim is the sum of the Basic Excess and all of the Additional Excesses which apply and are shown in PDS Part B and on your Insurance Certificate.
- ▶ We will tell you when and how to pay us the total excess.

### **Excess waived**

You do not have to pay any excess if the car is involved in a no fault accident with another vehicle.

For more information about excesses applicable to your policy, please refer to our Premium, Excess and Discount Guide which is available on our website or by calling us.

### **No Claim Discount (NCD) after a claim**

If you make one or more at fault claims, on renewal your NCD will reduce two levels for each claim and the cost of your insurance will increase accordingly.

Your NCD will not reduce on renewal if you make a claim for:

- ▶ window glass only,
- ▶ an accident that is a no fault accident, or
- ▶ damage caused directly by storm, wind or hail.

Different terms apply if 'NCD Protection' is shown as included on your Insurance Certificate (see PDS Part B).

For more information about NCD, please refer to our Premium, Excess and Discount Guide which is available on our website or by calling us.

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

If you are registered for GST and therefore were entitled to claim an input tax credit (ITC) on your premium, then this ITC entitlement needs to be provided to us each time you make a claim. A full GST entitlement would be a 100% ITC entitlement. If you give us incorrect GST information, we will not be responsible for the GST liability you might incur.

A claim payment made for a total loss will be reduced by GST to the extent of your ITC entitlement, if applicable. Other claim payments may also have your ITC entitlement taken into account.

Any claim payment made where GST is deducted as described above, will be considered to be made in full.

## **Repairs to the Car**

For your convenience, if we decide to authorise repairs to the car, we may:

- ▶ appoint a repairer from our repair network to conduct the repairs,
- ▶ determine the most suitable method of repairs based on the damage to the car, and
- ▶ manage the entire process on your behalf.

## **Choice of Repairer**

You may choose to nominate your preferred repairer if the 'Choice of Repairer' option is shown as included on your Insurance Certificate. See PDS Part B for details.

## **Authorising repairs**

- ▶ We will only pay for repairs authorised by us. You, or any other person, must not carry out repairs to the car without our written authorisation, except for essential repairs of up to \$500 to allow the car to be driven immediately after an accident.
- ▶ You must allow us to inspect the car at a location nominated by us before repairs are undertaken or the damaged car is sold.
- ▶ You must allow us to arrange for the car to be relocated or towed to a repairer or location nominated by us.
- ▶ You must not give anyone else an interest in this policy including assigning the rights to repair the car to another party without our written agreement.

If you do not comply with these obligations, we may reduce or refuse to pay your claim.

## **Parts used to repair the car**

- ▶ When repairing the car we may use new, recycled or aftermarket parts that meet the requirements of Australian Design Rules and which are consistent with the car's age and condition, and otherwise do not affect the safety, structural integrity or utility of the car. If a part is unobtainable, we may pay you the manufacturer's last known list price instead.
- ▶ Our duty is to return the car to the condition it was in immediately before the damage occurred. We do not replace, repair or repaint undamaged areas of the car to create a uniform appearance, e.g. we will not pay to paint adjacent panels or other parts not damaged as a result of the incident or replace all four wheels if only one is damaged. If we do agree to additional repairs, painting or parts which improve the condition of the car, you may have to pay for the cost of the improvement.

### **Damaged identification plate or label**

If the car is fitted with an identification plate or label, such as a VIN plate, and it is damaged as a result of an accident that we agree to cover you for, we will source a replacement from the car's manufacturer. If we are unable to source a replacement, we will attempt to obtain written confirmation of the car's identity from the manufacturer and repair the car without replacing the identification plate or label.

### **Repair guarantee**

We will guarantee the quality of repairs authorised by us for as long as you own the car. To be eligible for this guarantee:

- ▶ you, or any other person, must not carry out repairs to the car without our written authorisation
- ▶ you must allow us to inspect the car at a location nominated by us before any repairs are undertaken
- ▶ you must not give anyone else an interest in this policy including assigning the rights to repair the car to another party without our written agreement.

### **Total loss of the car**

If the car is a total loss and we replace it or pay the amount you insured it for:

- ▶ we will deduct the excess from the total loss settlement we pay you or, if we request it, you must pay the excess to us
- ▶ you must pay any remaining premium for the full period of insurance if you pay your premium by instalments, or we may deduct it from the total loss settlement we pay you
- ▶ the car becomes our property and we keep the proceeds of any salvage sale and balance of registration available
- ▶ cover under this policy ceases and there is no refund of the premium paid.

## **Privacy Policy**

- ▶ The privacy of your personal information is very important to us.
- ▶ We only collect information from you that is relevant to providing you with products and services. It will only be disclosed to other people involved with the provision of these products and services. These may include:
  - ▶ any insurance intermediary involved in the transaction
  - ▶ service providers where required such as claims assessors, investigators, lawyers or police and affiliated service providers
  - ▶ other insurers, for the purpose of seeking claims recoveries or to assist them to assess insurance risks.

We may also obtain information about you from some of the above.

- ▶ Your information may be held by some of our service providers in overseas locations.
- ▶ You may request access to the personal information we hold about you.

You may view our complete Privacy Policy by visiting our website or writing to our contact address.

## **Updating Our PDS**

The information in this PDS may change from time to time. If any new information is materially adverse, we will issue a new or supplementary PDS. If any new information is not materially adverse, you can obtain a copy of the PDS, at no cost to you, by:

- ▶ contacting us at the address or telephone number shown on your Insurance Certificate, or
- ▶ visiting our website.

## **Our Service Commitment**

We support the General Insurance Code of Practice, a copy of which is available from the Insurance Council of Australia by visiting their website or by telephone.

It is always our intention to provide you with the best possible service. However, if you have any cause for complaint, you should:

**Step 1** - First, please write to us or call our Customer Services or Claims teams on the number shown on your Insurance Certificate to share your concerns.

**Step 2** - Next step, if the matter is not resolved to your satisfaction within 14 days, please contact our dedicated Dispute Resolution Team on 1800 828 848.

**Step 3** - Finally, if you are still not happy with our response, we will give you details of independent dispute resolution facilities operated by the Australian Financial Complaints Authority (AFCA), which includes an independent Review Panel.

- ▶ Phone on **1800 931 678**
- ▶ Email at **info@afca.org.au**
- ▶ Write to **Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001**
- ▶ Visit **www.afca.org.au**

We also support and are a signatory to the Motor Vehicle Insurance and Repair Industry Code of Conduct, which is intended to promote transparent, informed, effective and co-operative relationships between repairers and insurance companies based on mutual respect and open communication.

## **Financial Claims Scheme**

The Financial Claims Scheme (FCS) provides protection to certain claimants who make valid claims under 'protected policies' in a situation where the insurer is insolvent.

A person entitled to claim under this policy may be entitled to payment under the FCS in the unlikely event that we become insolvent. However, access to the FCS is subject to eligibility criteria.

You can obtain information about the FCS from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

## **Contact Details**

You may contact us by writing to:

**Auto & General Insurance Company Limited**  
**PO Box 342, Toowong QLD 4066**

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