

# protect my journey

Virgin Car Insurance

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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	✓	✓	✓

Cover	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

\*\* Eligibility criteria apply. No Claim Discount Protection is not available from 28<sup>th</sup> September 2020

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.

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## PRODUCT DISCLOSURE STATEMENT – PART A

# 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.

**A Hire Car That Meets Your Needs** – a hire car that will reasonably fulfil your usual day to day mobility requirements. It may not be the same make and/or model and may not offer the same features and/or prestige as the insured car.

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

**Agreed Value** – the amount we agree to insure the 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, given all available evidence, it is reasonable for us to decide the driver of the car is partially or entirely at fault,
- an accident where, given all available evidence, it is reasonable for us to decide the driver of the other vehicle or another person is entirely at fault but you cannot tell us, or we cannot obtain, 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.

**Communicable Disease** – any disease which can be transmitted from organism to organism via any substance or agent (for example, a virus or bacterium) where the disease, substance or agent can:

- cause or threaten damage to human health or human welfare, or
- cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Computer System** – any computer, hardware, software, communications system, electronic device, server, cloud or microcontroller that forms part of or is associated with the car, and any associated input, output, data storage device, networking equipment or backup facility.

**Data** – information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

**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 the car at the time of the loss or damage.

**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, given all available evidence, it is reasonable for us to decide the driver of another vehicle, or another person, is entirely at fault, and you tell us, or we can obtain, 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, having considered all available information and relevant laws, it is reasonable for us to 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. If the car is unsafe to drive as a result of the damage, 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.

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. 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. If your daily transport and accommodation costs are more than this amount, you will have to pay the additional costs.

**Hire Car Following a No Fault Accident** – If we accept your claim for a no fault accident, we will arrange and pay the daily cost for a hire car that meets your needs. You must not arrange your own hire car without our approval.

If we are unable to arrange a hire car for you, we will reimburse you what it would reasonably cost you to fulfil your usual day to day mobility requirements, up to a maximum of \$75 per day.

We will pay for this benefit until the first of the following occur:

- the car is repaired, or
- your claim is paid.

Where the car is safe to drive, this benefit will only be available from the date:

- the authorised repairs are due to start, or
- we assess the car to be a total loss.

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 hire car) and collect and return the hire car.

If we receive additional information about the accident and, as a result, decide that the driver of the car was partially or entirely at fault, we will:

- advise you of this decision as soon as possible, and
- not pay for the hire car under this benefit from the date we advise you of the decision.

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 from a licensed motor vehicle dealer who was the first registered owner and with less than 5,000 kilometres at the time of purchase, 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. We will also pay the first 12 months cost of registration and compulsory third party insurance for the replacement car.

If a new replacement car is not available in Australia, we will pay you the amount you originally paid for the car.

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 (including legal costs) arising from one event is \$20 million (including GST), less any applicable excess.

We will extend this cover to:

- other licensed drivers permitted by this policy and using the car with your consent; and
- any passenger in the car.

If we accept your liability claim, we will also pay for your legal costs if:

- we instruct our lawyers to act in connection with the claim,
- you incur the legal costs with our prior authorisation, or
- it was reasonable for you to incur the legal costs prior to us authorising them.

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
- any claim for, or related to, death or bodily injury
- any loss or damage to a substitute car
- any fines, punitive, exemplary or aggravated damages awarded against you or the driver
- any liability arising from a failure to notify us of any third party demand
- any liability caused by the use of a substitute car covered by another insurance policy
- any liability that is insurable under a compulsory statutory scheme regardless of the amount recoverable under it
- any liability arising from any agreement or contract you enter into unless the legal liability would have existed regardless of the agreement or contract.

# 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 accept your claim for the theft of the car, we will reimburse you the reasonable daily cost of hiring a hire car that meets your needs from the date of the theft until the first of the following occurs:

- the car is recovered undamaged and returned to you,
- the car is repaired,
- your claim is paid,
- 14 days of hire have been used, or
- you reach the maximum payable amount shown in PDS Part B.

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 hire 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 loss or damage to the car, up to its market value, and the reasonable cost of recovery, towing and storage if it was unsafe to drive as a result of the accident.

The maximum we will pay under this section is \$5,000.

We will attempt to contact the driver of the other vehicle to determine:

- who was at fault in the accident, and
- if the vehicle was insured.

We will not provide this cover if:

- we can, within a reasonable timeframe, confirm that the other vehicle is insured, or
- 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 make a formal report to the police or relevant authority and, if required, assist them in prosecuting the responsible person(s)
- 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.

However, this exclusion will not apply if the driver was not named in the policy, and you did not know or could not have reasonably known of the above circumstances. In this case 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
- loss, damage or liability:
  - deliberately caused by any insured person or any person acting on their behalf
  - caused directly or indirectly by cyber-attack, 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
  - directly or indirectly arising from or caused by, related to or associated with:
    - a communicable disease, or the threat or perceived threat of any communicable disease
    - any loss or alteration of, damage to, or reduction in the functionality, availability or operation of a computer system
    - any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data
    - the inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos fibres or derivatives of asbestos
  - caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, riot, civil commotion, 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
  - 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, drivers, use of the car, ownership, the place where the car is normally kept, 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
- you report any theft or malicious damage to the police or relevant authority as soon as possible and, if required, assist them in prosecuting the responsible person(s)
- 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
- 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 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 as soon as possible:

- 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 the policy outside the cooling-off period, 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 pay your premium by instalments, any premium still owing at the time of cancellation must be paid to us.

**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.

## **Joint Policyholders and Authorised People**

If multiple people are named as joint policyholders, each person is authorised to act on behalf of all policyholders. You may elect to appoint someone, such as a family member, to represent you as an authorised person with the same authority as a policyholder.

We will treat a statement, act, omission, claim, or request by any policyholder or authorised person as having been made by all policyholders or authorised people. This includes requesting to change the policy, cancel the policy or make a claim under the policy.

# 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,
- paying you the reasonable cost of repairing the car, or
- paying your claim as a total loss.

## 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

An excess is the amount you must pay when you make a claim.

The total excess you may have to pay is the sum of the Basic Excess and all of the Additional Excesses which apply to the driver of the car at the time of the incident.

The excesses that may apply are shown in PDS Part B and stated on your Insurance Certificate.

When you make a claim, we will tell you:

- whether an excess is applicable,
- the total excess amount, and
- when and where you need to pay the excess.

Depending on the circumstances of the claim, excesses might be payable directly to us or we might deduct the excess from any amount we pay you.

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

## Excess waived

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

## 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.

# Repairing the Car

If you do not have the Choice of Repairer optional cover

If we authorise repairs to the car, we will:

- appoint a repairer from our repair network to conduct the repairs, and
- consult with the repairer to determine the most suitable method of repairs based on the damage to the car.

If you have the Choice of Repairer optional cover

If the 'Choice of Repairer' option is shown as included on your Insurance Certificate, you may choose to nominate your preferred repairer, which may be a repairer from our repair network.

If your preferred repairer is not a repairer from our repair network, we will:

- require you to provide us with a quotation for the repairs to the car from your preferred repairer, who must be appropriately qualified to carry out the repairs,
- consult with your preferred repairer to determine the most suitable method of repairs based on the damage to the car, and
- review the quote to ensure:
  - it is competitive, based on the reasonable cost to repair the car, and
  - that the repairs will be completed to a satisfactory standard.

However, if we consider a repairer's quotation is not competitive, or that the repairs would not be completed to a satisfactory standard, we may decide not to authorise repairs and offer you the option of:

- having the car repaired by an alternative repairer chosen by us, or
- paying you the reasonable cost to satisfactorily repair the car.

If the car is unsafe to drive, we will pay the cost to tow the car to your preferred repairer up to a maximum of 100 kilometres. If your repairer is further than this, you will have to pay the cost of the additional towing.

## 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 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 suitable location 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

Our duty is to return the car to the condition it was in immediately before the damage occurred.

When repairing the car we will use parts that:

- meet the requirements of Australian Design Rules,
- are consistent with the car's age and condition, and
- otherwise do not affect the safety, structural integrity or utility of the car.

These parts may be:

- new,
- recycled, or
- aftermarket.

We will not pay for any additional costs as a result of there being a problem obtaining parts or if the repairs are delayed. If a part is not available, we may pay you the last known price from the manufacturer or supplier, or the list price of the closest equivalent part that is available.

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 authorisation
- you must allow us to inspect the car at a suitable location 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.

# Paying You the Cost of Repairing the Car

We will pay you the reasonable cost to satisfactorily repair the car, if:

- you disagree with our assessment of the repairs to the car,
- you have the 'Choice of Repairer' optional cover, and:
  - the repairer you chose provides a quote that is not competitive, or
  - we consider the repairs would not be completed to a satisfactory standard, or
- parts needed are not available.

When determining the reasonable cost to satisfactorily repair the car, we will consider:

- the method of repairs that will, as much as possible, return the car to the condition it was in immediately before the damage occurred,
- current Australian repair industry rates, and
- the use of parts that meet Australian Design Rules – see 'Parts used to repair the car'.

We may also obtain a quote from another licensed repairer to help us determine the reasonable cost to repair the car.

If we pay you the reasonable costs to repair the car, we will deduct from the settlement:

- any excess that applies, and
- an adjustment based on your GST Input Tax Credit entitlements, if applicable.

# Paying Your Claim as a Total Loss

The car is a total loss if it is:

- stolen and not recovered, or
- damaged to the extent that, having considered all available information and relevant laws, it is reasonable for us to decide that it would be unsafe or uneconomical to repair.

If the car is a total loss, we will:

- pay you the market value,
- pay you the agreed value as shown on your Insurance Certificate, or
- replace the car or, where this is not possible, pay you the amount you originally paid for it, if the New Car Replacement additional benefit applies.

## Paying you the total loss settlement

If we pay you the market value or agreed value as shown on your Insurance Certificate, or the amount you originally paid for the car under the New Car Replacement additional benefit:

- we will deduct from the total loss settlement:
  - any excess that applies,
  - any remaining premium for the full period of insurance if you pay your premium by instalments, and
  - an adjustment based on your GST Input Tax Credit entitlements, if applicable,
- 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.

## Replacing the car

If we replace the car under the New Car Replacement additional benefit:

- you must pay any excess that applies,
- you must pay any remaining premium for the full period of insurance if you pay your premium by instalments,
- the car becomes our property and we keep the proceeds of any salvage sale and balance of registration available, and
- 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 subscribe to the **General Insurance Code of Practice**, which among other things sets out the standards that general insurers must meet when providing services to their customers, as well as timeframes for insurers to respond to claims and complaints from customers. Please refer to [codeofpractice.com.au](http://codeofpractice.com.au) for further information.

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.

# What Happens if You Have a Problem With Our Service

We want to resolve any complaint or dispute you have as quickly as possible. The following steps are part of our complaint and dispute resolution process.

## **Step 1 – Contact us**

The best place to start is to contact our Customer Service Team

Email [customercare@autogeneral.com.au](mailto:customercare@autogeneral.com.au)

Call 1800 662 884 for claims  
1800 724 678 for anything else

## **Step 2 – Resolve**

Our teams will try to resolve your complaint or dispute immediately and will provide you with a reference number.

## **Step 3 – Escalate**

If we are unable to resolve your complaint or dispute to your satisfaction, we will escalate it to our Customer Disputes Resolution team for review.

Our Customer Disputes Resolution team will work together with you to try to resolve your complaint.

## **Australian Financial Complaints Authority**

Our aim is to resolve complaints within 30 days. If we are unable to finalise your complaint within this time, we will let you know the reason for the delay and provide the contact details for the external dispute resolution scheme run by the Australian Financial Complaints Authority (AFCA).

If you are dissatisfied with our final decision you can also contact AFCA directly.

Call 1800 931 678 (free call)

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

Mail GPO Box 3, Melbourne, VIC, 3001

AFCA independently resolves disputes between financial service providers (like insurers) and their clients.

# 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 [apra.gov.au](http://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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