




# Motor Vehicle Insurance

Product Disclosure Statement (PDS) and Policy Wording



Thank You for choosing Hollard for Your insurance needs.

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



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## INTRODUCTION

### About this document

This document is a Product Disclosure Statement (“PDS”) and Policy Wording which respectively contains:

1. Important information which is to help You understand the insurance; and
2. The terms and conditions of the cover provided. It is up to You to choose the cover You need.

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

You should carefully consider the information provided, having regard to Your personal circumstances to decide if it is right for You.

### Product Disclosure Statement

This PDS was prepared by Hollard on 13 December 2019.

### About Us

This insurance is issued/insured by:

The Hollard Insurance Company Pty Ltd  
 (“Hollard” “We” “Us” or “Our”)  
 (ABN 78 090 584 473, AFSL No. 241436) trading as Hollard Personal Insurance of  
 Level 12, 465 Victoria Avenue, Chatswood NSW 2067.

Hollard can be contacted on 1300 020 287.

Hollard issues / insures this product pursuant to an Australian Financial Services Licence (“AFSL”) granted to Us by the Australian Securities and Investments Commission (“ASIC”).

This Product Disclosure Statement (“PDS”) provides key information about Your cover, including its features, benefits and costs. It is designed to help You understand Your Policy and make an informed choice about whether this insurance meets Your needs before You buy it.

The information contained in this PDS is general information and does not form part of Your agreement with Us. The Policy is Our legal contract with You and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by Us.

We suggest that You read the entire Policy to make Yourself aware of all the cover offered and to ensure the cover offered meets Your needs.

Capitalised terms in this PDS shall carry the same meaning provided to such terms in the definition section of Your Policy.

### Updating this PDS

We may update the information contained in this PDS when necessary. A copy of any updated information that is not materially adverse will be made available to You by Your Steadfast Broker at no cost to You. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

### About Steadfast

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

Steadfast does not issue, guarantee or underwrite this Policy.

## ABOUT THIS POLICY

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

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

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

The Policy Wording and Policy Schedule form Your legal contract with Us so please keep them in a safe place for future reference. If You require further assistance or information about this Policy, please contact Your Steadfast Broker.

### Your duty of disclosure

Before You enter into an insurance contract You have a duty of disclosure under the Insurance Contracts Act 1984. If We ask any questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until We agree to insure You. It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

#### 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 Your claim and treat the contract as if it never existed.

### Your duty of disclosure for renewals

Before You renew this contract of insurance, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, 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. You have this duty until We agree to renew the contract.

#### 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.

### Your duty of disclosure for variations, extensions and reinstatements

When You vary, extend or reinstate the contract with Us, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until the Policy is varied, extended or reinstated.

It is important that You understand that You are answering for Yourself and anyone else to whom these questions apply.

### **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.

### **Who needs to tell Us**

It is important that You understand that You must answer Our questions honestly for Yourself and anyone else whom You want to be covered by the Policy.

### **You must disclose the following**

You are asked at the time You take out this insurance to give Us full and correct details concerning any:

- insurance policy or renewal of insurance policy that has been declined, cancelled or refused, or where any excess was imposed;
- claim refused by an insurer in the last three years;
- claim made in the last three years; or
- criminal conviction or finding of guilt for an offence,

in relation to You and Your family because any of these may affect the premium and extent of insurance.

For example, We may be entitled to:

- charge You an additional premium;
- impose (back-dated) restrictions including declining Your insurance back to when this information should have been provided;
- decline to insure You; and
- refuse to pay a claim.

When renewing Your Policy with Us You must also, if asked, answer Our questions and advise Us of any changes to Your:

- claims;
- insurance; or
- criminal history.

Before We agree to renew Your Policy You must, if asked, answer Our questions and tell Us if, during the current Period of Insurance, You or any person who is a driver of Your Vehicle has:

- been convicted of or had any fines or penalties imposed for a serious criminal and/or driving offence and/or any crime involving drugs, dishonesty, arson, theft (including stealing a motor vehicle), illegal use of a motor vehicle, fraud or violence against any person or property; or
- been convicted of or had any fines or penalties imposed for any driving related alcohol and/or drug offence; or
- had a driver's licence cancelled or suspended or been disqualified from holding a driver's licence for any period; or
- been responsible for causing any motor vehicle accident; or
- had any motor vehicle damaged or stolen.

We will notify You in writing of the effect a change may have on Your renewal.

### **Privacy Notice**

In this section, "We", "Our" and "Us" include Hollard and its related entities.

We collect, handle and disclose Your personal information (which may include sensitive information) in accordance with the Privacy Act 1988 (Cth) and Our privacy policy listed below. We collect personal information to provide, offer and administer Our various products and services, or otherwise as permitted by law. Such purposes include responding to Your enquiries, providing You with assistance You request of Us, maintaining and administering Our products and services, providing You with marketing information regarding other products



and services (of ours or a third party); quality assurance and training purposes; performing administrative operations and any other purpose identified at the time of collecting Your information.

If You provide personal information to Us about another person, We rely on You to have made or make them aware that You will, or may, provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and any of the third parties will use it for and how they can access it. If You have not done, or will not do, either of these things, You must tell Us before You provide their relevant personal information. When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your personal Information in this way.

We may collect Your personal information so that We, Our related entities or other third parties with whom We have a relationship can develop or offer You products and services which We believe may be of interest to You, but will not do so if You tell Us not to by contacting Us. Collection can take place by websites, email, telephone or in writing. Unless it is unreasonable or impracticable for Us to do so, We collect Your personal information directly from You. There may, however, be occasions where We collect Your personal information from someone else.

If You do not consent to Us collecting and using all or some of the personal information We request, We may not be able to provide You with Our products or services such as processing Your application for insurance, Your claim or any payment due to You. We may at times also disclose Your personal information to Our related companies or third parties who provide services on Our behalf; however We will never sell, rent or trade Your personal information.

The persons We may disclose personal information include:

Our professional advisors, authorised representatives, distributors or referrers, mailing houses and marketing companies, insurance reference bureaus, reinsurers, credit providers, external IT service providers, other insurance intermediaries, providers and advisers. In the case of claims (or likely claims) it may be disclosed to persons involved in claim handling processes. Your personal information may also be disclosed to dispute resolution providers, government bodies, regulators, law enforcement agencies and any other parties where required by law.

We may disclose personal information to related companies or service providers located in countries other than Australia. These details are listed in Our privacy policy and can change from time to time.

You consent to the use and disclosure of Your personal information as set out in this section. Your consent applies whether You become or remain the insured unless You tell Us otherwise by contacting Us. You can read more about how We collect, use and disclose Your personal information or Our complaints process about a breach of the Australian Privacy Principles in Our privacy policy which is available at [hollardinsurance.com.au/Privacy-Policy](http://hollardinsurance.com.au/Privacy-Policy) or You can request a copy. If You wish to gain access to Your personal information (including correcting or updating it), have a complaint about a breach of Your privacy or have any other query relating to privacy, please contact Us.

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

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

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

## **The cost of this Policy**

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

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

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

Some rating factors do not affect all components of the premium calculation.

## **Excess**

The Excess is the amount You must contribute towards the cost of any claim You make.

If We agree to pay Your claim, We will deduct the Excess from the amount of the claim We will pay to You, or We will ask You to pay the Excess to a supplier, repairer, or to Us.

The Excess payable by You is shown in Your Policy Schedule unless it is specifically noted in the Policy Schedule to be otherwise.

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

The amount of premium payable for this Policy also includes an amount on account of GST. The sums insured under this Policy exclude GST.

When We make a payment under this Policy for the acquisition of goods, services or other supplies We will reduce the payment by the amount of any input tax credit that You are or would have been entitled to if You made a relevant acquisition.

Where You are registered for GST You must tell Us Your correct input tax credit entitlement. Any fines or penalties arising from Your incorrect advice are payable by You.

## **Keep Your receipts**

You should keep receipts, invoices or other evidence of ownership and value of Your Vehicle and any other property covered under the Policy because if You make a claim You will be asked to prove ownership and value in order for Us to pay the claim.

## **How to make a claim**

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

In an emergency outside normal business hours You may ring Our emergency service on 1300 020 287 for assistance. Further details of what You must do for Us to consider Your claim are provided in the 'Making a claim' section of Your Policy wording below.

## **General Insurance Code of Practice**

We are a signatory to the General Insurance Code of Practice ("the Code").

The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information please visit the Code of Practice website, [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or follow the links from the Insurance Council of Australia's website at [www.ica.com.au](http://www.ica.com.au).



## Your cooling off rights

Once cover has commenced You have a 21 day cooling off period. Provided You have not submitted a claim under Your Policy You have the right to cancel Your Policy and receive a full premium refund less any non-refundable government charges, taxes and levies that We have paid. The cooling off period ceases as soon as You make a claim under Your Policy.

To exercise this right You must notify Your Steadfast Broker electronically or in writing. The broker may deduct certain amounts from any refund that may be due for administration costs.

## Dispute resolution

### How We resolve Your complaint

We welcome every opportunity to resolve any concerns You may have with Our products or service. In the first instance, We suggest You contact Your insurance broker. If Your concern is not resolved to Your satisfaction, please follow these steps:

#### Step 1: Contact Us

You can contact Our team on:

Phone: 1300 020 287

Email: [connect@hollardinsurance.com.au](mailto:connect@hollardinsurance.com.au)

We aim to resolve the complaint at the time of initial contact. If not immediately resolved We will commit to responding to Your complaint within 15 business days of first being notified of the complaint or agree a reasonable alternative timetable with You.

To enable us to consider Your complaint fully and quickly, You will need to provide the following information:

- an explanation of the situation that led to the complaint;
- any new information not currently in Our possession that may have a bearing on Our understanding of the complaint; and
- a statement of any action that You would like Us to take to resolve the complaint.

Upon final consideration of Your complaint We will inform You of Our proposed resolution and the timeframe We will take to implement.

#### Step 2: Internal Dispute Resolution

If You are not satisfied with Our response You may refer it in writing to Our Dispute Resolution Specialist, which is independent of the original complaint review.

The Dispute Resolution Specialist will investigate all details of Your complaint and will provide a written response outlining any reason for the decision and will inform You of any action We intend to take in resolution of the complaint.

The Dispute Resolution Specialist will respond within 15 business days. Should this be unachievable, the Dispute Resolution Specialist may request a later response date.

You may write to Our Dispute Resolution Specialist at:

The Hollard Insurance Company Pty Ltd

Locked Bag 2010, St Leonards, NSW 1590

Phone: +61 2 9253 6600

Email: [resolution@hollard.com.au](mailto:resolution@hollard.com.au)

#### Step 3: External Dispute Resolution scheme

In the event Your concerns are not resolved to Your satisfaction by the Dispute Resolution Specialist, or Your complaint has not been resolved within 45 days of the date We first received Your complaint, Your dispute may also be escalated to the Australian Financial Complaints Authority ("AFCA"). AFCA will provide a free, independent review of all disputes concerning general insurance that are covered by their Rules.

You can obtain more information on AFCA and their service, by contacting them through one of the following means:

**Online:** www.afca.org.au  
**Email:** info@afca.org.au  
**Phone:** 1800 931 678  
**Mail:** Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

## **SIGNIFICANT FEATURES, RISKS AND BENEFITS**

If You choose Comprehensive Cover, this will cover loss, destruction or damage to Your Vehicle. In addition, this also covers You for Your legal liability for property damage or personal injury, arising out of the use of Your Vehicle.

If You choose Third Party Property Damage cover only, this will cover Your legal liability for property damage or personal injury, arising out of the use of Your Vehicle.

With each cover option, a range of benefits are included. These benefits are shown in the Policy Wording under each section and can be found under the heading “Other benefits We may pay”.

### **Exclusions**

Under some circumstances, this Policy will not provide any insurance cover to You. For example, if You deliberately damage the Vehicle.

It is important that You are aware of these exclusions and so You should read them. These exclusions are shown under the heading(s) “When We will not pay Your Claim”.

In addition, there are things that You must do in order for You to be covered. For example, You must take all reasonable steps to recover lost or stolen property. These things are shown under the heading “Conditions of Cover” as well as other sections of the Policy Wording. There are also some conditions which must be present before We will meet any claim. These are also shown in the Policy Wording below.

You still need to read the Policy Wording, any endorsements applicable to Your Policy and the Policy Schedule for a full description of the benefits, features, exclusions and conditions of the insurance policy.

### **Sanctions**

Our Policy wording also contains sanctions exclusion. Please review it carefully.

## **Financial Claims Scheme**

We are authorised under the Insurance Act 1973 (“Insurance Act”) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (“APRA”) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

The protection provided under the Federal Government’s Financial Claims Scheme (the “Scheme”) applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from <https://www.fcs.gov.au>.

## **Claims Payment Examples**

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

### Repair of Your Vehicle

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

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

### Total Loss of Your Vehicle

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

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

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

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

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

## SPARE PARTS, EXTRAS AND ACCESSORIES

If We are unable to repair the part We will use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules ("ADR"). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory. In the event that any spare part, extra or accessory cannot be obtained immediately, We may choose to pay You the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

## POLICY WORDING

### Our agreement with You

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

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

### Paying Your premium

There are two ways You can pay Your premium:

- in one (1) annual payment to Your Steadfast Broker according to their business practices; or
- if provided, in twelve (12) monthly instalments by direct debit from Your credit card or from Your bank account which can be arranged by Your Steadfast Broker.

You must pay Your premium in the manner set out on Your Policy Schedule.

### Paying Your annual premium

You must pay Your annual premium to Your Steadfast Broker by the due date.

If Your premium is unpaid by the due date or Your payment is dishonoured, this Policy will not operate and there will be no cover.

### Paying Your instalment premium

If We have provided this option to You and if You are paying Your premium for the first time by instalments, We will deduct instalments each month on the day of the month that You nominate and which is shown on Your Policy Schedule as Your payment date.

If You are renewing Your Policy and You paid Your previous premiums by instalments, We will continue to deduct instalments for Your renewed Policy on the day of the month You previously nominated as Your payment date, unless You tell Us otherwise.

Further details of Your instalments are shown on Your Policy Schedule.

If Your first instalment is unpaid by the due date or Your payment is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for fourteen (14) days or more.

If any instalment of premium has remained unpaid for one (1) month, We may cancel this Policy. We will send You a notice giving You details of the action We intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount We pay You under a claim any unpaid premium or instalment of premium.

If You are paying Your premium in instalments by direct debit from Your credit card or financial institution account, You must tell Us if those details change. You must do this no later than seven (7) days before Your next instalment is due.

### Preventing Our right of recovery

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

## Other party's interests

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

## Providing proof

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

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

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

## Your claim may be refused

We may refuse to pay or reduce the amount We pay for Your claim if You do not comply with the Policy conditions, if You do not comply with Your duty of disclosure, or if You make a fraudulent claim.

## Changing Your Policy

If You want to make a change to this Policy, the change becomes effective when:

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

## Cancelling Your Policy

### How You may cancel this Policy

You may cancel this Policy at any time by telling Us in writing that You want to cancel it.

Where 'You' involves more than one (1) person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured on the Policy Schedule.

### How We may cancel Your Policy

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

We will give You notice in person or send it to Your address (including an electronic address) last known to Us.

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

## Notices

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

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

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

## Words with special meanings

In the Policy there are words that have a special meaning. These words are listed below:

<b>Words</b>	<b>Meanings</b>
<b>Agreed Value</b>	means the amount which We agree to insure Your Vehicle for as shown in Your Policy Schedule.
<b>Excess</b>	means the amount(s) shown in Your Policy Schedule which You must pay when You make a claim under Your Policy.
<b>Market Value</b>	means the cost to replace Your Vehicle with a vehicle of the same make, model, age and condition as Your Vehicle immediately prior to the loss or damage but excluding costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees.
<b>Named Driver</b>	means a driver(s), noted in Your Policy Schedule, who You have advised Us will drive Your Vehicle.
<b>Period of Insurance</b>	means the period of time Your Policy is valid for, commencing and ending on the dates stated on Your Policy Schedule.
<b>Personal Effects</b>	means personal items owned by You which are designed to be worn or carried, but not: <ul style="list-style-type: none"><li>• cheques, money, credit cards or negotiable instruments; or</li><li>• firearms; or</li><li>• tools or items used in connection with a business or occupation.</li></ul>
<b>Policy Schedule</b>	means the document We give You which sets out the details of Your insurance cover which forms part of the Policy. You receive a Policy Schedule when You first take out Your insurance and again when the Policy is renewed or changed. Your Policy Schedule may be called a Policy Schedule, a Renewal Schedule or an Endorsement Schedule.
<b>Recoverable</b>	<p>means to recoup the expenses We incurred in providing cover for any accidental loss or damage to Your Vehicle or in covering any of Your legal liability costs after a claimable event.</p> <p>An event that would not be Recoverable includes, but is not restricted to, an at-fault claim; a not at-fault claim where You are unable to provide Us with the responsible party's name, address and vehicle registration number; any storm or naturally occurring event; or a collision with an animal.</p> <p>An Excess may be required for any claimable event that is not Recoverable by Us, unless otherwise stated in this Policy.</p>
<b>Substitute Vehicle</b>	means a vehicle similar to Your Vehicle which has been hired or borrowed because Your Vehicle is being repaired, serviced or is not drivable because of a mechanical breakdown.
<b>Total Loss</b>	<p>means when, in Our opinion, Your Vehicle is so badly damaged that it would not be either safe or economical for Us to repair, or when it has not been found within 14 days of You reporting its theft to Us. We will not treat Your Vehicle as uneconomical to repair if the salvage value to Us plus the cost of repairs to Us is less than the:</p> <ul style="list-style-type: none"><li>• Replacement value – where a Total Loss gives You the right to a replacement vehicle under the Policy; or</li><li>• Market Value – if Your Vehicle is insured for Market Value, unless otherwise notified to You by Us in writing.</li></ul>

<b>Vehicle (or Your Vehicle)</b>	<p>means the registered vehicle shown on Your Policy Schedule including:</p> <ul style="list-style-type: none"> <li>• its standard tools, modifications and accessories as supplied by the manufacturer; and</li> <li>• its fitted or non-standard extras, modifications and accessories which You have told Us about and which We have agreed to insure and listed on Your Policy Schedule.</li> </ul>
<b>Vehicle Usage (the insurer)</b>	<p>means the use of Your Vehicle, which You have told Us about as shown on Your Policy Schedule.</p> <p>Vehicle Usage may be either:</p> <ul style="list-style-type: none"> <li>• “Business” which means any vehicle which: <ul style="list-style-type: none"> <li>- is registered as a business vehicle, or</li> <li>- is used for income earning purposes,</li> </ul> <p>however “Business” use does not include any Vehicle being used for carrying passengers for hire, fare or reward.</p> </li> <li>• “Private” which means any type of use other than Business use.</li> </ul>
<b>We, Us, Our</b>	The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436)
<b>You, Your (the insured)</b>	means the person(s) named on the Policy Schedule as the insured.

## IF YOU HAVE COMPREHENSIVE COVER

### Cover for accidental loss or damage to Your Vehicle

We will cover You for accidental loss (including theft) or damage to Your Vehicle. At Our option We will:

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

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

In addition, see further exclusions on pages 23 - 27.

### Replacement of new Vehicle after a Total Loss

If Your Vehicle was purchased new by You, or You purchased Your Vehicle as an ex demonstration model from a licenced motor dealer who was the first registered owner of the Vehicle, and becomes a Total Loss within three (3) years of the starting date of the original registration, and has travelled less than 70,000km, We will replace Your Vehicle with a new vehicle of the same make, model and series (or similar if it is no longer available).

If:

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

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

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

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

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

In addition, see further exclusions on pages 23 - 27.

### Cover for damage to other people's property (legal liability)

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

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

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

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

- any person who is driving, using or in charge of Your Vehicle with Your permission;
- a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle; and/or
- Your employer, principal or partner arising from Your use of Your Vehicle.



We will not cover legal liability:

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

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

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

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

In addition, see further exclusions on pages 23 - 27.

#### **Additional cover for supplementary bodily injury (legal liability)**

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

- driving or being in charge of Your Vehicle or a Substitute Vehicle;
- goods being carried by or falling from Your Vehicle or a Substitute Vehicle; and/or
- loading or unloading Your Vehicle or a Substitute Vehicle.

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

We will not pay:

- if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - statutory or compulsory third party insurance policy; or
  - statutory or compulsory insurance or compensation scheme or fund, even if the amount recoverable is nil.
- any amount of a claim over that recoverable under any:
  - statutory or compulsory third party insurance policy; or
  - statutory or compulsory insurance or compensation scheme or fund.
- if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - insure Your Vehicle;
  - register Your Vehicle; or
  - comply with the requirements of any statutory or compulsory third party insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
- for legal liability to any:
  - person driving or in charge of Your Vehicle;
  - of Your employees; or
  - member of Your family.
- for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
- unless You, or the person claiming under this section, have notified Us of a claim under this section within six (6) months of You, or that person, first becoming aware of an intention to make a claim against You or that person.
- for legal liability caused by or arising from an intentional act by You or any other person.
- any amount of exemplary, punitive or aggravated damages.

In addition, see further exclusions on pages 23 - 27.

### **Maximum amount payable**

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

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

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

In addition, see further exclusions on pages 23 - 27.

#### **1. Substitute Vehicle**

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

We will not cover:

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

#### **2. Legal costs**

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

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

#### **3. Rental car following theft**

If Your Vehicle is stolen We will arrange for You to be provided with a rental car:

- until Your Vehicle is recovered undamaged and You have been told of its location; or
- until Your Vehicle is recovered damaged and the damage is repaired; or
- until We settle Your claim by paying the Agreed Value or Market Value; or
- for a maximum of 21 days, whichever happens first.

The maximum daily rental charge We will pay is \$80. We will not pay for:

- a rental car unless its hire has been arranged by Us or approved by Us; or
- the cost of fuel used during the rental period.

If a rental or loan car is not available, We will pay You a daily travel allowance of \$30.

#### **4. Excess bond cover**

We will also pay up to \$2,000 in total for any excess and/or security bond required to be paid under Your rental or loan car agreement because there is loss or damage to the vehicle.

We will pay accidental loss or damage to a rental or loan vehicle, provided to You whilst Your Vehicle is being serviced or repaired, up to the maximum amount of \$2,000 for any one Period of Insurance.

#### **5. Towing**

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

#### **6. Vehicle being transported by ship**

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

## **7. Trailer and caravan cover**

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

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

## **8. Emergency repairs**

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle home after it is involved in an accident, suffers malicious damage, or is stolen and recovered in a damaged condition.

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

## **9. Personal Effects, tools of trade and clothing**

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

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

We may choose to repair, replace or pay You the amount to repair the Personal Effect, tool of trade or item of clothing. The maximum We will pay in respect of any one accident or theft is \$1,000.

## **10. Transportation costs**

If Your Vehicle cannot be safely driven home after being:

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

We will reimburse You for the cost of:

- travel necessary to return You, Your spouse, Your de facto and/or dependent children to Your home; and/or
- transportation to collect Your Vehicle when it has been repaired.
- temporary accommodation for You and Your passengers if Your Vehicle is damaged in an accident more than 100km from home.

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

## **11. Driver accident compensation benefit**

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

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

## Table of injury and benefit

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

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

We will not pay a claim unless the injured person undergoes any medical examinations during any period We may require in order to assess the claim (We will arrange the examinations and pay the costs).

### 12. Funeral Benefit

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

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

### 13. Re-keying and re-coding

If the keys to Your Vehicle are stolen We will pay for the replacement of Your Vehicle's keys and the necessary re-coding of Your Vehicle's locks.

The maximum amount We will pay is the amount by which the cost to re-key and/or re-code Your Vehicle exceeds the Basic Excess payable for the claim, up to a maximum amount of \$2,000 for any one claim. This benefit will only apply if:

- the theft of Your keys has been reported to the police; and
- the keys have not been stolen by a family member, invitee or person who resides with You.

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

### 14. Child seat or baby capsule

We will pay for loss or damage to a child's seat or baby capsule that is stolen from Your Vehicle or damaged in an accident while in Your Vehicle, up to a maximum amount of \$500 for any one claim.

### 15. Finance Gap Cover

Following a Total Loss of Your Vehicle, We will pay 50% of the difference between Your Vehicle's insured value and Your finance contract residual liability, excluding arrears, should the insured value be less than the finance contract residual liability.

### 16. Artwork and Signwriting

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

### 17. Rental or Loan Vehicle Protection

We will pay accidental loss or damage to a rental or loan vehicle, provided to You whilst Your Vehicle is being serviced or repaired, up to the maximum amount of \$2,000 for any one Period of Insurance.

## **18. Clean up after accident**

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

## **OPTIONAL COVERS – ONLY AVAILABLE WHEN YOU HAVE COMPREHENSIVE COVER**

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

In addition, see further exclusions on pages 23 - 27.

### **1. Rental or loan car following an accident**

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

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

The rental or loan car benefit will be provided from:

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

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

- for a maximum period of 21 days; or
- until the repairs have been completed; or
- until We settle Your claim by paying You the Agreed Value or Market Value, whichever happens first.

We will also pay up to \$2,000 in total for any excess and/or security bond required to be paid under Your rental or loan car agreement because there is loss or damage to the vehicle and You are held responsible for this damage.

We will not pay for:

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

### **2. Removal of Basic Excess for windscreen claims**

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

This optional cover only applies:

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

## IF YOU HAVE THIRD PARTY PROPERTY DAMAGE COVER ONLY

### Cover for damage to other people's property (legal liability)

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

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

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

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

- any person who is driving, using or in charge of Your Vehicle with Your permission;
- a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle; and/or
- Your employer, principal or partner arising from Your use of Your Vehicle.

We will not cover legal liability:

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

In addition, see further exclusions on pages 23 - 27.

### Additional cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

- driving or being in charge of Your Vehicle or a Substitute Vehicle;
- goods being carried by or falling from Your Vehicle or a Substitute Vehicle; and/or
- loading or unloading Your Vehicle or a Substitute Vehicle.

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

We will not pay:

- if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - statutory or compulsory third party insurance policy; or
  - statutory or compulsory insurance or compensation scheme or fund, even if the amount recoverable is nil.
- any amount of a claim over that recoverable under any:
  - statutory or compulsory third party insurance policy; or
  - statutory or compulsory insurance or compensation scheme or fund.
- if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - insure Your Vehicle;
  - register Your Vehicle; or
  - comply with the requirements of any statutory or compulsory third party insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
- for legal liability to any:
  - person driving or in charge of Your Vehicle;
  - of Your employees; or
  - member of Your family.

- for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury). Unless You, or the person claiming under this section, have notified Us of a claim under this section within 6 months of You, or that person, first becoming aware of an intention to make a claim against You or that person.
- for legal liability caused by or arising from an intentional act by You or any other person.
- any amount of exemplary, punitive or aggravated damages.

In addition, see further exclusions on pages 23 - 27.

### **Maximum amount payable**

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

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

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

In addition, see further exclusions on pages 23 - 27.

#### **1. Substitute Vehicle**

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

We will not cover:

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

#### **2. Legal costs**

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

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

#### **3. Uninsured motorists extension**

We will cover Your Vehicle for loss or damage arising from an accident caused by the driver of an uninsured vehicle up to a maximum amount of \$4,000, including the cost of reasonable cost towing storage and removal.

You may only claim under this extension if You:

- did not contribute to the cause of the accident;
- can provide Us with the name and address of the person responsible for the accident; and
- can provide the registration number of the other vehicle.

### **When We will not pay Your claim**

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

#### **1. Unlicensed driver**

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

#### **2. Declined driver**

Being driven by a person named in Your Policy Schedule as a declined driver.

### **3. Driver under the influence**

Being driven by You, or any other person:

- under the influence of, or had their judgement affected by, any drug or intoxicating alcohol; or
- who, as a result of the accident, is convicted of driving under the influence of any drug or intoxicating alcohol; or
- who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or
- who refused to submit to any test to determine the level of alcohol and/or drugs in the blood when reasonably requested by the Police.

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

### **4. Overloaded Vehicle**

Being used to:

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

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

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

### **5. Unsafe Vehicle**

Being used in an unsafe or unroadworthy condition.

We will not refuse Your claim if You can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of Your Vehicle or Substitute Vehicle.

### **6. Carrying passengers for hire, fare or reward**

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

### **7. Motor sport**

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

### **8. Motor trade**

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

### **9. Loss or damage outside Australia**

Being driven or stored anywhere outside of Australia.

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



#### **10. Deliberate, intentional, malicious or criminal act**

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

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

#### **11. War**

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

#### **12. Nuclear**

Ionising radiation or contamination by radioactivity from:

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

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

#### **13. Terrorism**

- any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or
- any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to above.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- influence a government or any political division within it for any purpose; and/or
- influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

#### **14. Asbestos**

The existence, at any time, of asbestos.

Nor will We pay for:

#### **15. Loss of use**

Any loss of use of Your Vehicle or Substitute Vehicle.

#### **16. Depreciation**

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

#### **17. Breakdown**

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

### **18. Tyres**

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

### **19. Lawful seizure**

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

### **20. Safeguarding Your Vehicle**

Accidental loss or damage to Your Vehicle or Substitute Vehicle at any time, including after an accident, theft or breakdown, unless You have taken reasonable steps to protect or safeguard it.

This includes removing Your keys and locking Your Vehicle or Substitute Vehicle when unattended.

### **21. Renting a Vehicle**

- any costs associated with the loan of a vehicle; or
- the cost of renting a Vehicle,

except for those circumstances detailed in:

- the 'Other benefits We will pay section' under the heading 'Rental car following theft';
- the 'Other benefits We will pay' section under the heading 'Transportation costs'; or
- the 'Optional covers' section under the heading 'Rental or loan car following an accident'.

### **22. Failure of computer or similar equipment**

Loss or damage to any machinery, equipment, part, accessory or other property which:

- is a computer or which contains or comprises any computer technology (including computer chip or control logic);
- fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
- arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

## CONDITIONS OF COVER

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

You must tell Us immediately if during the Period of Insurance:

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

When We receive this information, We may:

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

If You do not provide the information immediately We may not pay a claim under the Policy.

### If You replace Your Vehicle

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

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

If, before You have given Us full details as required above, the replacement vehicle is damaged or stolen, the maximum amount payable is limited to the sum insured as shown Your Policy Schedule.

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

### Prevention of loss or damage

We may not pay Your claim if You do not take all reasonable precautions to prevent injury, loss or damage, including securing Your Vehicle against unauthorised entry when it is unattended. This includes removing Your keys and locking Your Vehicle. It is a condition of this Policy that Your Vehicle be kept in good repair.

## MAKING A CLAIM

### What You must do

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

#### 1. Do not admit liability

You must not:

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

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

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

#### 2. Prevent further damage

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

#### 3. Contact the police

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

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

You must contact the Police immediately if Your Vehicle is stolen or maliciously damaged.

#### 4. Contact Us as soon as possible

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

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

- in writing by email, letter or fax to Us or Your Steadfast Broker; or
- verbally by calling Your Steadfast Broker or calling Our 24-hour claims hotline on 1300 020 287.

The process for authorising repairs to Your Vehicle is explained in the 'Making a claim' section under the heading 'Authorising repairs'.

Any correspondence You receive regarding the accident or event must be sent to Us immediately. You must advise Us immediately of:

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

### What happens after You make a claim

#### 1. Excess

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

The payment of an Excess helps to keep the cost of Your premium down by reducing the number of small claims. There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim. The Excess types are shown on Your Policy Schedule. These include:

- Basic Excess

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

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

- **Undeclared Young Driver Excess**

If You make a claim for an accident when Your Vehicle was being driven by a driver under the age of 25, who was not listed on Your Policy Schedule, You must pay the Undeclared Young Driver Excess shown in Your Policy Schedule in addition to the Basic Excess.

You will not have to pay an Undeclared Young Driver Excess if the driver:

- was found guilty of the theft or illegal use of Your Vehicle;
- had been paid by You to repair, service or test Your Vehicle;
- was a valet attendant or attendant at a car park; or
- was a learner driver accompanied by the holder of a full unrestricted Australian driver's licence.

- **Undeclared Inexperienced Driver Excess**

If You make a claim for an accident when Your Vehicle was being driven by a driver who was not listed on Your Policy Schedule and who is aged 25 years or over and has not held an Australian driver's licence for more than 2 years, You must pay the Undeclared Inexperienced Driver Excess shown on Your Policy Schedule in addition to the Basic Excess.

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

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

You will not have to pay any Excess if:

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

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

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

### **2. Deciding who is at fault**

We will be solely responsible for deciding whether You contributed to the cause of an accident.

### **3. Choice of repairer**

We can assist You in selecting a suitable repairer to repair the damage to Your Vehicle; however You also have the right to choose Your own repairer. In both instances We will work closely with the repairer to strive to achieve the best repair outcome for You however We may require a second quotation from a repairer chosen by Us. We will then choose (subject to any relevant Policy limits) to:

- authorise the repairs at Your repairer of choice; or
- pay You the reasonable cost of repairing Your Vehicle; or
- move Your Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move Your Vehicle We will provide You with a rental car for up to three (3) days in addition to any other benefit provided under Your Policy.

#### **4. Authorising repairs**

Where You have Comprehensive Cover You may only authorise emergency repairs as detailed in the 'Other benefits We will pay' section under the heading 'Emergency repairs'. You cannot authorise further repairs to Your Vehicle without Our prior consent.

Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

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

If We are unable to repair the part We will use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules ("ADR"). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory. In the event that any spare part, extra or accessory cannot be obtained immediately, We may choose to pay You the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

#### **6. Sublet repairs**

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

#### **7 Guarantee and warranty**

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

#### **8. Assist Us with Your claim**

You must assist Us with Your claim. This means You must give Us all the information and assistance with Your claim which We may reasonably require. If You do not, We may not pay Your claim.

If We have the right to recover any amount payable under this Policy from any other person, You must co-operate with Us in any action We may take.

#### **9. Our rights of recovery**

We have the right to recover from any person, in Your name, the amount of any claim paid by Us under this Policy and We have full discretion in the conduct, settlement or defence of any claim We bring in Your name. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance.

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

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

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

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

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

#### **12. No return of premium after a Total Loss**

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

## OTHER INFORMATION

### Renewal procedure

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

### Sanction limitation and exclusion clause

In this section, the reference to Insurer is a reference to Us and Insured is a reference to You.

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

### The law that applies to this Policy

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

### Goods and Services Tax (GST)

This GST provision may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

Unless expressly stated, any consideration or amount payable in respect of this Policy is exclusive of GST. If GST is or becomes payable on any supply made in connection with this Policy, an additional amount is payable by the recipient of the supply equal to the amount of GST payable on that supply.

### Limits of liability and sums insured

All monetary limits and sums insured in this Policy may be increased for GST in some circumstances (see below).

### Claim payments

When We calculate the amount We will pay You, We will have regard to the items below:

- Where You are not registered for GST and liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay You an amount in respect of the GST on the acquisition.
- We will pay the GST amount in addition to the relevant sum insured or limit of liability.
- If Your sum insured or limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.
- Where We make a payment to You, or on Your behalf, under this Policy as compensation or in respect of an acquisition or goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that We estimate that You would be, or would have been entitled to (based on Your disclosure of input tax credit entitlement) in relation to that acquisition, whether or not that acquisition is actually made.

### Input tax credit entitlement

If You are registered or required to be registered for GST You must tell Us Your Australian Business Number and entitlement to an input tax credit. We will ask You for this information if You lodge a claim. If You fail to disclose or incorrectly disclose Your entitlement, You may be liable for GST on a claim We pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

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NOTE

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**NOTE**

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# Hollard.

personal insurance

[www.hollardinsurance.com.au](http://www.hollardinsurance.com.au)

Level 12, 465 Victoria Avenue, Chatswood NSW 2067 Australia  
Locked Bag 2010, St Leonards NSW 1590 Australia

**AUSTRALIA WIDE**  
T: 1300 020 287  
F: 02 9253 6697

**INTERNATIONAL**  
T: +61 2 8883 7059  
F: +61 2 9253 6697