



QBE Insurance (Australia) Limited

# QBE Steadfast Client Trading Platform (SCTP) Private Motor Insurance

Product Disclosure Statement



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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## About this booklet

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

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

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

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

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, simply by calling us.

### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your Steadfast broker. The contact details for your financial services provider are set out in the financial services guide they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- your Steadfast broker.

## About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

## About Steadfast

Steadfast Group Limited (Steadfast) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast Brokers. This policy is available exclusively to you through a Steadfast Broker.

Steadfast does not issue, guarantee or underwrite this policy.

### Important information about Steadfast's advice

Any advice Steadfast gives about this Policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Steadfast's advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this Policy we recommend you should read this insurance Policy.

## Important Information

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

### Cooling off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling off period, contact your Steadfast broker electronically or in writing.

You can also cancel your Policy outside the cooling off period (see 'Cancelling your policy').

### General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

### Privacy

We take the security of your personal information seriously.

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

Our Privacy Policy describes in more detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit [qbe.com/au/privacy](http://qbe.com/au/privacy) or contact Customer Care.

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

## Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit, or claim. You'll find their contact details on your policy documents, letters, or emails from us. Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to [qbe.com/au](http://qbe.com/au)

### Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit, or Claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

<b>Phone:</b>	1300 650 503
<b>Fax:</b>	(02) 8227 8594
<b>Email:</b>	<a href="mailto:complaints@qbe.com">complaints@qbe.com</a>
<b>Post:</b>	GPO Box 219, Parramatta NSW 2124

### Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

<b>Phone:</b>	1800 931 678
<b>Email:</b>	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
<b>Post:</b>	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

### More information

You can find more information about how we deal with complaints on our website at [qbe.com/au](http://qbe.com/au) or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no cost.

## Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at [customercare@qbe.com](mailto:customercare@qbe.com). If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

<b>Phone:</b>	1300 363 992
<b>Email:</b>	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
<b>Post:</b>	GPO Box 5218, Sydney NSW 2001

## Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

<b>Phone</b>	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
<b>Online</b>	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

## Policy Wording

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

### Our agreement

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

- This Policy Wording;
- Any applicable supplementary product disclosure statement (SPDS);
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

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

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

#### Excesses

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

#### How much we'll pay

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

#### Use of the vehicle

We cover your vehicle for the type of use shown on the Policy Schedule.

## Paying your premium

Your premium is the cost of buying your policy. It is the amount we set by taking into account things like the chance of you making a claim under your policy, the options you've chosen, the overall cost of claims we expect to pay and our expenses of doing business as well as other commercial factors.

Your premium also includes any discounts you've received, GST and other applicable government fees, duties and charges.

We'll let you know how much premium you need to pay us, how to pay it and when.

You must pay us your premium on time to stay covered. For more information about how we set your premium, read our Steadfast Private Motor Insurance Additional Information Guide. Please speak to your Steadfast broker to obtain a copy of the document.

Your premium and the date it's due are shown on your Policy Schedule.

#### Annual premium

We will let you know how much premium you need to pay us, how to pay it and when. If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your Policy may be cancelled and we'll write to you to let you know when this will happen.

### Instalment payments

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

#### *At renewal*

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

If you don't want to renew, you must tell us at least seven days before your Policy's end date so that we can arrange for the direct debit to stop in time.

#### *What happens if you miss an instalment*

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

If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

#### *If your payment details change*

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

#### **Adjustment of premium on renewal**

If we offer to renew your Policy, we will send you a renewal offer. If you make any changes to your Policy after we send you our renewal offer, and we agree to continue to insure you, we'll send you an updated renewal offer and you'll need to pay us any additional premium to ensure your cover is not affected.

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

Where you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance, no additional premium increase will be applied until the following period of insurance.

## Words with special meanings

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

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

When we say	We mean
Agreed Value	The amount we agree to insure your vehicle for during the period of insurance shown on your Policy Schedule. The agreed value includes the value of insured accessories and equipment.
Business use	<p>Your vehicle is registered for 'business use', but is used only for the following purposes:</p> <ul style="list-style-type: none"> <li>in connection with your business or occupation;</li> <li>social, domestic and pleasure purposes;</li> <li>in connection with servicing, repairing and subsequent testing;</li> <li>in a professional driver education course that involved speeds less than 110km/h;</li> <li>towing a caravan, trailer or vehicle, as long as it is not for payment.</li> </ul> <p>Business use does not cover loss or damage if your vehicle is being used for Ridesharing, let on hire or is being used by you or someone authorised by you to carry passengers or goods for payment, other than a private pooling arrangement.</p>
Car Sharing	A formal or informal arrangement made through a Car Sharing booking platform or service by which two parties or more, share the use of a vehicle that is owned by either party or a third party regardless if payment is exchanged or not. Car sharing does not mean car pooling.
Family	any member of your family who lives permanently with you, including your partner.
Financier	A person or entity with a security interest in your vehicle.
General average	General average is declared when goods or cargo are thrown overboard to safeguard the vessel and the remaining property on the vessel. Those whose property is saved share the expenses or salvage costs incurred by a ship owner in preserving the vessel and cargo.
Market Value	The value of your vehicle in your local area immediately before the incident. To determine this value we may use recognised industry guides and consider things like the make, model, age, kilometres travelled, both factory-fitted and legal after-market modifications and accessories, and the general condition of your car.

When we say	We mean
MVIRI Code-approved assessor	<p>An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.</p> <p>To assess whether your vehicle is a total loss, we will only appoint a MVIRI Code-approved assessor.</p>
Not-at-fault	When the driver of your vehicle did not cause or contribute to the incident claimed and you are able to provide us with the full name and address of each responsible person, or if they were using a vehicle, each vehicle's registration number.
Period of insurance	The time between the start date and end date shown on your Policy Schedule during which we have agreed to provide cover. If your Policy is cancelled, or your vehicle is a total loss and we make a total loss payment or replace your vehicle under your Policy, the period of insurance ends.
Policy Schedule	The most recent Policy Schedule we have sent you. It shows the information that forms the basis on which we've agreed to insure you, including information about you, your vehicle and its drivers. You'll receive a new Policy Schedule when you buy, renew or make a relevant change to your Policy.
Premium	What you pay us to insure you. It's the cost of this Policy.
Private use	<p>Your motor vehicle must be registered for private use, only in your name and used for the following purposes:</p> <ul style="list-style-type: none"> <li>social, domestic and pleasure purposes;</li> <li>in connection with servicing, repairing and subsequent testing;</li> <li>in a professional driver education course that involved speeds less than 110km/h;</li> <li>towing a caravan, trailer or vehicle, as long as it is not for payment;</li> <li>driving to or from work;</li> <li>in connection with your occupation or business as long as: <ul style="list-style-type: none"> <li>it is driven only by you; and</li> <li>the vehicle is not registered for business use, and the business use is not the main function/use of the vehicle.</li> </ul> </li> </ul> <p>Private use does not cover loss or damage if your vehicle is being used for Ridesharing, let on hire or is being used by you or someone authorised by you to carry passengers or goods for payment, other than a private pooling arrangement.</p>

When we say	We mean
Ridesharing	Where your vehicle is used solely or partially to transport people for a fee, such as through a rideshare company's booking app. Ridesharing also includes the use of your vehicle for personal purposes. Ridesharing does not mean using your vehicle as a taxi or for car-pooling without payment.
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
Suitable hire vehicle	A hire vehicle that takes into account: <ul style="list-style-type: none"> <li>the type and size of the damaged car;</li> <li>the ordinary daily uses of the damaged car;</li> <li>whether any additional safety devices were part of the damaged car, such as child seats or disability related modifications.</li> </ul>
Terrorism	Any act, or preparation in respect of action, or threat of action designed to influence any government of any nation or any political division of it, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government, and which: <ul style="list-style-type: none"> <li>involves violence against one or more persons; or</li> <li>involves damage to property; or</li> <li>endangers life other than that of the person committing the action; or</li> <li>creates a risk to health or safety of the public or a section of the public; or</li> <li>is designed to interfere with or to disrupt an electronic system.</li> </ul>
Vehicle	The vehicle described in the Policy Schedule.
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You, your	The person(s) named in your Policy Schedule as the insured.

## Types of cover

We offer the following types of cover. The type of cover you have selected is shown on the Policy Schedule.

### 1. Comprehensive

This cover provides:

- insurance against theft or accidental loss or damage to your vehicle;
- additional benefits – as set out in the 'Additional benefits' section;
- insurance against legal liability for damage caused by your vehicle to the property of other people - as described in section 2.

The causes or events not covered are described under General exclusions.

### 2. Third party property damage

This cover provides:

- insurance against legal liability for damage caused by your vehicle to the property of other people - as described in section 2;
- insurance against damage to your vehicle but only if the damage is caused solely and directly by another vehicle as described under the uninsured motorist's benefit under 'Additional benefits'.

The causes or events not covered are described under General exclusions.



## Section 1: Cover for your vehicle

### What you are insured against

#### The cover on your vehicle

We cover you against loss or damage to your vehicle shown in the Policy Schedule depending on the type of cover you have selected.

#### Cover on your vehicle includes - applies to Comprehensive cover only:

- (a) standard fitted equipment for the particular make and model of your vehicle fitted by the original manufacturer;
- (b) any fitted specified equipment or accessories shown on the Policy Schedule;
- (c) other fitted accessories, and your vehicle's tools or spare parts in or on your vehicle, up to \$500 in total.

### Additional benefits

If your claim is accepted under this Policy, we will also give you the following additional benefits depending on the type of cover you have selected.

#### Car pooling – applies to all types of cover

We will pay for accidental loss or damage according to the type of cover selected, when your vehicle is being used in a car pooling agreement, including travelling to and from work, as long as any payment by passengers does not involve commercial use for profit.

#### Change of vehicle – applies to all types of cover

We will cover any permanent replacement sedan, wagon, panel van or utility, from the time of its purchase for 21 days under the terms of this Policy if you:

- have disposed of the replaced vehicle; and
- bear any additional excess applicable to the replacement vehicle in the event of a claim.

If before you have given us full details as required below, the replacement vehicle is damaged or stolen, the maximum amount payable is the purchase price of the replacement vehicle up to \$150,000 in the case of comprehensive cover.

If you give us details of your replacement vehicle within 21 days of its purchase we will insure it for the remainder of the period of insurance, if it is acceptable to us and you pay us any additional premium we may require.

#### Child seat or baby capsule – applies to comprehensive cover only

We will pay for loss or damage to child seats or baby capsules that are stolen from your vehicle or damaged in an accident or fire while in your vehicle.

#### Essential Temporary Repairs – applies to comprehensive cover only

We will pay for repairs up to \$500 (over and above any applicable excesses) if they are necessary to enable you to continue your journey.

#### Hire vehicle costs following a not-at-fault accident – applies to comprehensive cover only

We will arrange and pay the reasonable daily cost of a suitable hire vehicle if your vehicle is damaged in a not-at-fault accident.

It will be provided:

- until repairs authorised by us are completed; or
- until we pay the reasonable costs to repair your vehicle; or
- until we pay your claim after your vehicle is assessed as a total loss.

We will not provide this benefit:

- when your vehicle is not at the authorised repairer and it's safe to drive;
- if you arrange a hire vehicle without our authorisation;
- for any other costs related to the hire vehicle such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction;
- after we receive information confirming that the driver of your vehicle caused or contributed to the accident.

#### Hire vehicle costs following theft – applies to comprehensive cover only

If your vehicle is stolen and the theft is covered under this Policy, we will arrange and pay the reasonable daily cost of a suitable hire vehicle for a maximum of 14 days:

- until your vehicle is found and doesn't need repairs; or
- until repairs authorised by us are completed; or
- until we pay the reasonable costs to repair your vehicle; or
- until we pay your claim after your vehicle has been assessed as a total loss.

We will not provide this benefit:

- when your vehicle is not at the authorised repairer and it's safe to drive;
- if you arrange a hire vehicle without our authorisation;
- for any other costs related to the hire vehicle such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction.

#### Locks and keys – applies to comprehensive cover only

- If your keys are stolen, or there is reason to believe they have been illegally duplicated, and the theft or duplication has been reported to the police, we will pay up to \$2,000 during any one period on insurance and this benefit is not subject to loss or damage to the vehicle covered under this Policy.
- You are not covered if your keys are misplaced or lost.

### Personal property – applies to comprehensive cover only

If your personal property is lost or damaged in an event covered by this Policy we will pay for the loss or damage of such personal property.

However, we will not pay for more than the actual value of the property, that is, we will only pay the new replacement cost of any item which can be purchased in Australia less an allowance for age, wear, tear and depreciation.

There is no cover under this section:

- if the vehicle is only broken into whilst parked;
- for money, cheques or negotiables;
- for unset gemstones, gold or silver nuggets;
- for any animal, bird or fish;
- for trade tools, stocks or samples;
- for mobile phones, computers or any other electronic devices, unless they are disability or medical devices you are required to carry;
- for GPS or personal music devices.

In this clause, 'personal property' means private household or personal possessions belonging to you or any member of your family who normally lives with you.

The maximum amount we will pay is \$1,000 for any one event.

### Returning your vehicle after stolen – applies to comprehensive cover only

We will pay for the reasonable costs of returning your vehicle to the place where it is normally parked if it is found after having been stolen.

Should the cost of returning the vehicle plus the necessary repairs exceed the relevant agreed value or market value at the time of the theft, we reserve the right to treat the vehicle as a total loss.

### Towing costs – applies to comprehensive cover only

If your vehicle is not driveable following an accident or theft covered under the Policy, we will pay for the reasonable costs of storage, removal and towing of your vehicle to the nearest repairer, place of safety or any other place that we first approve.

### Trailer cover – applies to comprehensive cover only

We will pay for theft, or accidental loss or damage to any trailer (other than a caravan) which is owned by you while it is:

- attached to your vehicle; or
- detached from your vehicle but within the domestic land boundaries of your usual home as long as it was not in a common area of home units, flats and the like.

We do not pay for any property in or on the trailer.

The maximum amount we will pay is the market value of the trailer, limited to \$2,000.

### Travelling and accommodation expenses – applies to comprehensive cover only

We will pay for any reasonable travelling and accommodation expenses resulting from a claim for accidental damage, fire or theft to your vehicle which is accepted under this Policy, as long as at the time of accident, fire or theft your vehicle was more than 100 kilometres from the address where it is normally parked at night.

We will not pay if you had intended to pay for overnight accommodation in any event.

The maximum amount we will pay is \$2,000 for any one event.

### Uninsured motorist's benefit – applies only to third party property damage cover

We will either repair your vehicle to its condition immediately prior to the time of loss or pay you the reasonable cost of repairs to your vehicle resulting from accidental loss or damage to your vehicle, where:

- the accident which gave rise to the claim was totally the fault of the driver of another vehicle (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene); and
- you are able to provide us with the registration number of the other vehicle and the name and address of the driver of the other vehicle; and
- at the time of the loss or damage the driver of the other vehicle was not insured for their third party liability (or we cannot confirm this through our enquiries within a reasonable time).

We will not provide this cover if you or any driver listed on your Policy Schedule is the owner or part-owner of the vehicle that is responsible for the accident.

The maximum amount we will pay under this benefit for all claims from any one accident or series of accidents arising out of the one cause or event is the lesser of \$5,000 and the market value of your vehicle at the time of the loss or damage.

If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become our property.

### Optional benefits

If you have chosen comprehensive cover, you can also choose to have cover under any or all of the following optional benefits. You must pay us any additional premium we ask for, and we will confirm your cover by showing the optional benefits you have chosen on your Policy Schedule.

#### Hire vehicle costs following an accident

Note: this benefit is referred to as Hire Car During Repairs on your Policy Schedule.

If your vehicle is damaged in an accident which is covered under this Policy, and your claim is accepted, we will arrange and pay the cost for a suitable hire vehicle on your behalf:

- for a maximum of 14 days; or
- until repairs authorised by us are completed; or
- until we pay the reasonable cost to repair your vehicle; or
- until we pay your claim after your vehicle has been assessed as a total loss,

whichever happens first.

The cover will commence on the date your vehicle is taken to the repairer.

We do not pay for:

- additional hiring costs;
- running costs, including the costs of fuel;
- damage to the hire vehicle;
- any insurance, insurance excess or other costs you may be liable for under the hire vehicle rental agreement.

#### Windscreen protection

Note: this benefit is referred to as Windscreen Excess Waiver on your Policy Schedule.

If your vehicle is damaged and your claim is only for a broken or damaged windscreen, sunroof or window glass an excess will not apply to your claim.

## Section 2: Cover for your legal liability

The most we will pay for all legal liability claims arising from any one incident will be shown on your Policy Schedule. This includes GST and any associated legal costs we've agreed to pay.

### Property damage

#### Damage to property

We will pay the amount you, or any person you have allowed to drive, use or to be in charge of your vehicle may be held legally liable to pay, for accidental damage to property belonging to other people caused by or arising out of the use of:

- your vehicle or goods falling from your vehicle;
- a single trailer or caravan attached to your vehicle.

We will also cover clean-up costs at the scene of an accident, for which you are legally responsible.

#### Property under your control

We do not cover the legal liability of you or the driver of your vehicle for damage by your vehicle to any property belonging to you or the driver of your vehicle, or any property in your or the driver's care or custody, except to:

- a residential building that you are renting (or you are occupying by agreement with the owner whether or not for payment and for which you are legally responsible); or
- employee's or visitor's vehicles and their contents while contained in a vehicle parking space provided by you.

#### Substitute vehicle

We cover your legal liability to pay for accidental damage caused by a registered vehicle used by you as a substitute while your vehicle is being serviced, repaired or is not driveable. There is no cover for loss or damage to the substitute vehicle.

We give you this benefit only if:

- the substitute vehicle is not already covered under another insurance policy; and
- the substitute vehicle is not owned by you and you have the owner's permission to drive it.

This does not include a hire vehicle.

#### Your employer's or principal's liability

We will pay the amount that your employer, principal or partner may be held legally liable to pay, for accidental damage to property belonging to other people as a result of an incident covered by this Policy while you are using your vehicle on business, as long as it is not a use that is excluded by this Policy as described under 'Use of the vehicle'.

#### Maritime liability

If your vehicle is being transported by sea between Australian ports, we will pay your contribution for your vehicle if 'general average' is declared.

#### Passenger liability

We will insure a passenger who is lawfully travelling in or getting in or out of your vehicle or a substitute motor vehicle.

#### What we pay for legal liability for damage to other people's property

We will pay up to the maximum amount shown on the Policy Schedule, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under the heading 'Property damage', in this section.

## General exclusions

These general exclusions apply to all sections of this Policy.

### Operation of law, war, nuclear material or terrorism

There is no cover under any section of your Policy for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with:

- compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
- invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war;
- mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;
- any act of terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.

### Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

### Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for us to do so.

### Additional exclusions applying to this Policy

Your Policy does not cover any loss or damage, if your vehicle:

- (a) was not reasonably secured against further damage or theft, following an accident;
- (b) was being driven by someone:
  - (i) who does not hold a legal driving licence to drive your vehicle in Australia; or
  - (ii) who is under the influence of alcohol or drugs; or
  - (iii) whose blood alcohol reading exceeds the legal limit (unless there is a law that says otherwise); or
  - (iv) who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any State or Territory in which the accident occurred.

However, we do give cover if you have allowed another person to drive your vehicle, but you did not know or could not be reasonably expected to know that they were not so licensed or would be under the influence of alcohol or drugs.

(c) was being used for:

- (i) ridesharing;
  - (ii) professional driver education;
  - (iii) the purpose of demonstration for sale, other than for private sale;
  - (iv) delivering food or other goods for reward;
  - (v) car sharing;
- regardless of the Use of the vehicle.

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.

- (d) is stolen or is involved in an accident and you incur costs because you cannot use your vehicle – except as may be covered elsewhere in the Policy;
- (e) is stolen by someone you've given permission to use your vehicle;
- (f) has been modified in a way that increases its designed top speed or performance and we were not told this and agreed to it in writing;
- (g) is being used to carry more passengers or carrying or towing a heavier load than it was designed for, unless this did not contribute to the loss or damage;
- (h) or an attached caravan or trailer was being used when you knew or should have known it was un-roadworthy or unsafe, unless this did not contribute to the loss or damage;
- (i) is being used in a test, trial or experiment;
- (j) is being used or tested in preparation for racing, pace making, reliability trial or a speed or hill climb;
- (k) is let on hire, used to carry passengers for payment, other than private pooling arrangements;
- (l) is used for purposes other than those shown in the Policy Schedule;
- (m) is not registered for use on a public road;
- (n) runs on rails or is designed to run in water such as in a lake or sea;
- (o) has been legally seized or repossessed;
- (p) is outside Australia except when being transported between places in Australia;
- (q) did not meet registration requirements in your state or territory;
- (r) was unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the incident;
- (s) was being used in a race, on a speedway, track or in an organised event, whether or not the road was closed to public traffic; or
- (t) is being used airside at any airport or airfield.

There is no cover under this Policy for:

- (a) your failure to comply with a condition of this Policy;
- (b) where your failure to take reasonable care is a contributing factor, for example:
  - (i) leaving your vehicle keys inside your vehicle and leaving it unattended, such as when going to pay for petrol;
  - (ii) failing to lock your car's windows and doors when you leave it unattended;
  - (iii) continuing to drive your vehicle after it has been damaged or is overheating;
  - (iv) not securing your vehicle after it has broken down, been damaged or you've been notified it has been found after it was stolen;
- (c) you or anyone using your vehicle if you or they admit fault or liability for an incident unless we would have provided cover under your Policy anyway;
- (d) an intentional or reckless act by you or anyone acting with your permission except when it is to avoid or reduce damage which would otherwise happen;
- (e) any intentional criminal or dishonest act by you or any person acting with your consent;
- (f) financial or non-financial consequential loss related to your claim, such as:
  - (i) lost profits or income because you can't use your vehicle;
  - (ii) loss due to delay in repairs because a part isn't readily available;
  - (iii) any diminished value of your vehicle after it's been properly repaired;
- (g) your admission of liability or fault for damage or injury without our consent, except where such liability would have been incurred even if you had not admitted fault or liability;
- (h) the illegal carrying of quantities of inflammable liquids, gases or explosives;
- (i) damage to your vehicle's tyres caused by the application of brakes, road punctures, cuts or bursting, unless caused as a result of an incident covered under the type of cover you have selected or caused by people acting maliciously;
- (j) depreciation of your vehicle;
- (k) wear, tear, mould, rust or corrosion;
- (l) failure or breakdown of a structural, electrical, mechanical or electronic nature;
- (m) faulty design or workmanship of your vehicle parts. However, we do cover you for loss or damage to your vehicle resulting from faulty design or workmanship if such loss is otherwise covered by this Policy;
- (n) mechanical damage caused by escape of oil or coolant unless this occurs whilst your vehicle is being driven by a thief.

## General conditions

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

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

- refuse to pay your claim or reduce what we pay for your claim;
- cancel your Policy.

### Assistance and co-operation

You must provide reasonable assistance to us, including:

- being truthful and frank at all times;
- providing us with relevant information and documents we may ask for, such as proof of purchase or repair quotes, if needed;
- telling us as soon as possible if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- attending one or more interviews about the claim if we ask you to;
- appearing in court and giving evidence if needed;
- making your vehicle available for us to inspect or examine;
- taking your vehicle, or allowing us to take it, to a place we require;
- responding to our requests as soon as possible.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, repairers or third parties involved in an incident.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

### Care and maintenance

At all times, you must:

- prevent damage to property insured, as well as to others and their property;
- minimise the cost of any claim under your Policy.

### Changes to your circumstances

You must tell us as soon as possible if any of the information on your Policy Schedule is incorrect or has changed. For example, you must tell us if:

- your vehicle is replaced or sold;
- the address where your vehicle is usually kept changes, including changes to where the vehicle is stored;
- there is a change to how your vehicle is used;
- you want to list to the Policy any other drivers who use your vehicle;
- your contact details like email, phone number or mailing address change;
- you want to change cover options that you have selected;

- you wish to modify your vehicle, to the manufacturer's specifications to improve your vehicle's performance, but only if your vehicle is a sedan, station wagon, panel van, 4x4 or a goods carrying vehicle with a gross vehicle mass under 3,500 kilograms;
- a non-standard accessory has been added; or
- there is any other change to the details listed in your Policy Schedule.

If you wish to insure any fitted non-standard accessory or modification, each one must be advised to us for our acceptance, which we will confirm by issuing an alteration advice.

When you tell us about a change or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes. If you request any change to cover (for example, you choose to add a cover option) and we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium.

If you don't tell us, we may reduce or refuse to pay a claim.

If an additional premium is required, the change to your cover will only become effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the most recent contact details you provided to us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Policy Schedule. If you request any change to cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.

If you tell us about a change in your vehicle or vehicle's value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium;
- if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
  - if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
  - you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your Policy. We will use the latest contact details you provided us to notify you of the cancellation date, which will depend on factors including:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium;
- the premium you have already paid on your Policy; and
- the remaining period of insurance.

You will not receive a refund as we will use the premium you have already paid to delay the cancellation date by as long as possible. If you pay the additional premium after we notify you but before the cancellation date, then we will no longer need to cancel your Policy.

### Other interests

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

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.

## Claims

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

For additional information about excesses and for examples of how we pay claims under this policy, read our Steadfast Private Motor Insurance Additional Information Guide. Please speak to your Steadfast broker to obtain a copy of the document.

### What you must do after an accident

If an incident happens which may give rise to a claim you must:

- take all reasonable steps to secure your vehicle to prevent further loss, damage or liability;
- notify the police as soon as possible if your vehicle or any of your property is stolen or maliciously or intentionally damaged and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss;
- tell us or your Steadfast broker as soon as possible. We will provide you with a claim form and advice on what to do;
- supply us with all relevant information;
- notify us of any other insurance covering the same loss, damage or liability;
- give us all reasonable help and relevant information that we request, which may include attending court to give evidence. You must do this even if we have paid your claim because we may try to recover our payment to you from the responsible person or we may want to defend a claim made against you;
- send to us as soon as possible any letter or communication from other parties;
- tell us as soon as possible of any notice of impending prosecution or details of any inquest or official inquiry.

In an emergency outside normal business hours you may ring our emergency service on 1800 023 387 for assistance.

If in doubt at any time, ring us or your Steadfast broker.

### What you must not do after an accident

In the event of an incident that may give rise to a claim, you must not:

- admit liability if an accident occurs which is likely to result in someone claiming against you;
- make an offer, settlement, promise or payment;
- incur any costs or expenses without our written consent, in respect of any right or claim which may be the subject of a claim by you against us under this Policy;
- authorise repairs to your vehicle without our prior consent.

### Providing evidence and information

You must be able to demonstrate that you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this information if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep records that identify the following:

- the cost of purchase of your vehicle or any accessories;
- proof or evidence of ownership of the vehicle; and
- service and repairs conducted on the vehicle.

### How we settle your claim

If your claim is accepted, we will settle it in one of the following ways:

- repairing your vehicle; or
- paying the reasonable cost of repairing your vehicle; or
- if your vehicle is assessed as a total loss, we will pay the agreed value or market value, as shown on your Policy Schedule; or
- replacing your vehicle with a new one if the conditions for 'Replacement with a new vehicle' are met.

If your claim is for a replacement vehicle covered under the Additional Benefit – 'Change of vehicle', we'll follow the same process as explained above, except that a reference to market value will mean its fair market value just prior to the incident.

### Repairing your vehicle

If we repair your vehicle, we will repair it to a similar condition to that which it was in before the loss or damage occurred.

We'll arrange for your vehicle to be repaired by a QBE Accredited Smash Repairer. We will manage the repair process, including choosing the suitable repair method. If needed, our repairer will sub-contract some of the repairs.

If your vehicle is safe to drive, you will need to take it to our chosen repairer. If it's not safe to drive, we'll arrange for it to be taken there. If we repair your vehicle, we are entitled to keep any parts or materials salvaged from it.

Following payment of a claim, other than for a total loss claim, your agreed value will remain unchanged unless you request otherwise.

If it is necessary to repair it to a better condition than it was in before the loss or damage occurred, then we may ask you to contribute the additional amount to repair it to the better condition. If this may be necessary, we will talk to you beforehand about how you would like to proceed.

### Replacement of damaged parts

If your vehicle was first registered:

- less than three years ago, we will use genuine new parts when they are reasonably available;
- more than three years ago:
  - for mechanical parts we will only use genuine new or genuine reconditioned parts;
  - for other parts we will use genuine new parts unless they are not reasonably available. If they are not available, we will use genuine used parts.

Regardless of your vehicle's age, we may use quality non-genuine parts for windscreen, sunroof, window glass, radiator or air conditioning repairs or replacements. When we use non-genuine parts they will:

- be consistent with the age and condition of your vehicle;
- not affect the safety or structural integrity of your vehicle; and
- comply with applicable Australian Design Rules.

If a certain part isn't readily available, we'll pay you the last known price of that part.

### Our repair guarantee

Repairs are guaranteed for as long as you own your vehicle. This guarantee is not transferable.

We'll guarantee the quality of workmanship and materials used in repairs only if the repairs have been authorised and managed by us.

In the event of a claim on the guarantee, we would need to confirm that the fault resulted from the repairs that we authorised and not from another cause.

We will not pay for any additional repairs we don't authorise.

If you have concerns about the repair guarantee and repairs to your vehicle you must call us on 1800 023 387.

### Paying the reasonable cost of repairs

We'll pay reasonable costs to have your vehicle repaired. Reasonable costs are determined by a number of factors, which may include:

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

We'll pay your vehicle's owner the reasonable cost of repairing your vehicle in the following circumstances:

- if you disagree with our assessment of required repairs or their cost;
- if parts needed for repairs are not readily available;
- if we are concerned about the pre-incident condition of your vehicle; or
- if we are concerned about the timing or conduct of repairs.

To help determine the reasonable cost of repairs we may organise a quote and scope of repairs from an alternative licensed repairer we both agree on. Should a part not be readily available, we will pay you the last known price of that part from a reputable commercial retailer at the time we settle the claim. When we pay the reasonable cost of repairing your vehicle or reasonable cost of replacing parts for your car, you will need to pay the applicable excess and arrange the repairs to your car.

### Total loss

An MVIRI Code-approved assessor will assess your vehicle to be a total loss if it is:

- damaged and uneconomical to repair; or
- stolen and not found within 14 days of its theft being reported to police, and your claim is in order.

In any assessment of whether your vehicle is a total loss, we will also have regard to the applicable State or Territory laws or regulations as to when a vehicle is considered a write off.

When your vehicle has been assessed as a total loss:

- we are entitled to keep it;
- your Policy comes to an end; and
- there is no premium refund as you have received the benefits under the Policy and we have fulfilled our contract with you.

When the cover ends, we will still pay for the following standard features if they apply to your cover, they are directly connected to the total loss and they continue to be relevant:

- Travelling and accommodation expenses.

### Paying the agreed or market value

If your vehicle has been assessed as a total loss, and if the conditions in Replacement with a new vehicle are not met, or you choose not to accept a new vehicle, we will pay the agreed value or market value, as shown on your Policy Schedule.

We will deduct the following from our payment:

- any excesses that apply to your claim;
- any remaining premium instalments for the period of insurance in which the incident occurred; and
- the value of your damaged vehicle only if we agree with you that you can keep it.

When your vehicle is a total loss, and it is not security for any finance arrangement and the name of the financier is not noted on the Policy Schedule, we will pay its owner the settlement amount. If your vehicle is security for any finance arrangement and the name of the financier is noted on the Policy Schedule, we will pay them what they're entitled to receive and pay the owner any balance up to the value of the claim. We will not pay any financier's late fees, interest or other administration fees. The owner will need to remove any registered security interest in your vehicle after we settle your claim as a total loss.

### Replacement with a new vehicle (comprehensive only)

We will replace your vehicle with a new vehicle of the same make, model or series so long as it is available in Australia and:

- your vehicle has been assessed as a total loss;
- you purchased it new from the manufacturer or their dealer or as a demonstrator vehicle;
- your vehicle is less than three years old from when it was first registered and has travelled less than 70,000km; and
- where your vehicle is financed, your financier has given us written consent.

If a new replacement vehicle is not available, we'll replace your vehicle with a new vehicle that is of a similar make and model. The new vehicle will have the same or equivalent factory-fitted and legal aftermarket accessories and modifications that your vehicle had.

If we cannot agree on a replacement vehicle or you choose not to accept it, we'll pay the agreed value or market value, as shown on your Policy Schedule.

When we replace your vehicle, we'll also pay for its initial stamp duty and registration fees, but not compulsory third party insurance if this is sold separately where your vehicle was last registered. We won't pay to purchase or transfer any extended warranty for the new car.

When we replace your vehicle, you will need to pay us:

- any excesses that apply to your claim;
- any remaining premium instalments for the period of insurance in which the incident occurred; and
- the value of your vehicle in its damaged state only if we have agreed with you that you can keep it.

#### **Claim payments and GST**

We pay claims inclusive of GST unless the owner of the vehicle is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Unless we say otherwise, all amounts in your Policy are inclusive of GST.

#### **Contribution and other insurance**

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

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

#### **Policy comes to an end following total loss**

If your vehicle is a total loss and we pay you the market value or agreed value or replace your vehicle, then the Policy will come to an end and you will no longer have any cover for it. This means you will not be entitled to make any further claim for that vehicle under this Policy and:

- where the premium has been paid in full for the period of insurance there will be no refund of any premium; or
- where the premium is paid by instalments, we are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

The total premium is payable and non-refundable because you have received the benefits associated with a total loss claim under the Policy.

If you've other vehicles insured on the Policy, then your regular instalments will be reduced up until your Policy renewal date because there will be fewer vehicles to cover. This lasts until your Policy renewal date, which you can find on your Policy Schedule.

Where we replace your vehicle with a new vehicle, as set out in the 'Replacement with a new vehicle' section, and you choose to insure it with us and we accept the risk, a pro rata premium is payable.

#### **Preventing our right of recovery**

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible, then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

#### **Salvage**

We're entitled to obtain and retain any items or materials salvaged or recovered after we have paid a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

#### **How claims administration and legal proceedings are undertaken**

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance which may include giving us statements, documents or evidence in any legal proceedings. This may also include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.



## Excesses

In most cases, you'll need to contribute an amount towards the cost of any claims you make under this Policy.

Depending on the age or experience of the driver, and whether you have told us about them and we have noted them on your Policy Schedule, you may have to contribute more than one excess. Each excess is shown on your Policy Schedule and is explained below.

Where more than one vehicle is covered under this Policy and those vehicles are involved in the same incident which gives rise to a claim, you will have to pay the applicable excesses in respect of each vehicle insured under the Policy.

For additional information about excesses and how they apply to your policy, read our Steadfast Private Motor Insurance Additional Information Guide. Please speak to your Steadfast broker to obtain a copy of the document.

### How we collect the excess

When an excess applies to your claim, we'll let you know when and how to pay the excess as this will depend on how your claim is settled. For example:

- if we repair your car, we'll normally ask you to pay the excess to the repairer before they start the work;
- in some instances, we'll ask you to pay your excess to us such as where a repairer or supplier is not able to accept an excess payment or your vehicle is a total loss and we replace it with a new one;
- if we pay you the reasonable cost to repair your vehicle, we will deduct the excess from the amount we pay you;
- if your vehicle is a total loss and we pay you the agreed or market value for your car, we will deduct the excess from the amount we pay you.

We will not pay for any costs that result from a delay in paying an excess.

### How we apply excesses for learner drivers

If, at the time of any incident giving rise to a claim, your vehicle is being driven by or in the charge of a licensed learner driver, the applicable excesses are those that would have applied to the fully licensed passenger who is instructing or supervising the licensed learner driver, had they been the driver of the vehicle at the time of the incident.

### Basic excess

In most cases you will need to contribute an amount towards the cost of any claims you make. This amount is shown on the Policy Schedule as the basic excess. The basic excess applies to all claims unless:

- your claim is for a not-at-fault vehicle accident; or
- the incident you are claiming for is malicious damage, theft or attempted theft and you are able to provide us with the full name and address of the person responsible for the incident; or
- your claim is only under the Optional cover – Windscreen Protection.

If you are unable to provide us with the full name and address of the personal responsible for the incident, we are unable to waive the excess. We need these details in order to be able to conduct a settlement or recovery.

### Age or inexperienced driver excess

In addition to the basic excess, you will have to contribute an age excess or inexperienced driver's excess if, at the time of any incident giving rise to a claim, your vehicle is driven by or in the charge of a person:

- under the age of 25; or
- aged 25 or more but has not held a driver's licence for two or more years.

The amount of the age or inexperienced driver's excess is shown on your Policy Schedule. You will not have to contribute this age or inexperienced driver's excess if the only damage to your vehicle is a broken windscreen, window glass, hail damage, or loss or damage which occur when the vehicle is parked or unattended.

An age or inexperienced driver excess does not apply to a licensed learner driver but may be applicable to a fully licensed passenger who is instructing or supervising the licensed learner driver.

### Undeclared driver's excess

Note: this excess is referred to as the 'Undisclosed driver excess' on your Policy Schedule.

In addition to any other excesses which apply, you will have to contribute an undeclared driver's excess if, at the time of any incident giving rise to a claim, your vehicle is being driven by or in the charge of a person whose name has not been shown as a driver on your Policy Schedule.

You will not have to pay this excess if:

- the driver of your vehicle is over 25 years of age and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the five years immediately before the accident or loss; or
- an emergency existed; or
- the use of your vehicle is shown as business on the Policy Schedule; or
- the only damage to your vehicle is a broken windscreen, window glass, hail damage, or loss or damage which occur when the vehicle is parked or unattended.

The amount of the undeclared driver's excess is shown on your Policy Schedule.

The undeclared driver's excess does not apply to a licensed learner driver but may be applicable to a fully licensed passenger who is instructing or supervising the licensed learner driver.

### Theft excess

If your vehicle is stolen you must contribute an excess for theft as shown on the Policy Schedule, which is in addition to any other excesses payable.

## Other terms

These other terms apply to how your Policy operates.

### **Cancelling your Policy**

You can cancel your Policy at any time by telling us. If there are other people named as an insured on your Policy, we may rely on a request from one insured to cancel your Policy.

We may cancel your Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

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

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

If you make a fraudulent claim on your Policy, we can cancel it.

### **Changing your Policy**

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

### **References to legislation**

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

### **Sending you documents**

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record, and let us know as soon as these change.

### **When there is more than one insured**

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid. Where a payment is made to one insured under this Policy, we have no further obligations to any other insured regarding that payment.

