QBE Insurance (Australia) Limited

Motor vehicle

Insurance Product Disclosure Statement
and Policy Wording

QBE

CONTENTS

Introduction & welcome	3
About this booklet	3
Updating our PDS	3
About QBE	4
IMPORTANT INFORMATION	4
Choose your type of cover	4
Duty of disclosure	5
Changes to the information you have given us	6
You need to disclose all drivers	7
Privacy Promise	7
Your premium	9
21 day cooling off period	10
Dispute resolution	10
The General Insurance Code of Practice	11
Financial Claims Scheme	11
POLICY WORDING	12
Insurer	12
Our agreement with you	12
Your Policy	12
Paying your premium	12
Preventing our right of recovery	13
Other party's interest	13
Changing your Policy	14
Policy comes to an end on total loss	14
Definitions (The meaning of some words)	14
Cover types	18
Comprehensive	18
Third Party, Fire and Theft Cover	19
Third Party Only Cover	19
Standard benefits - cover we automatically include	20
Agreed or market value (Comprehensive policies only)	29
Optional benefits - extra cover you can purchase	30
Legal liability - (Comprehensive, Third Party Fire and Theft & Third Party only)	35
When you are not insured	37
Making a claim	43

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How GST affects any payments we make 47
Repair information 48
Replacement of damaged parts 49
Excess. The amount you pay towards a claim 50
How your Policy may be cancelled 51

Introduction & welcome

We understand how important it is to be comfortable with your cover so we are glad you chose QBE to take care of your insurance. As the largest Australian owned general insurer and reinsurer, we have been taking care of the insurance needs of Australians since 1886. Safe, strong and secure, you can be confident you've made a great choice.

Inside, you will find the information you need to know about your Policy. We explain what your Policy covers, information about discounts and excesses and importantly, how to make a claim. Remember, whether you call us for a quote, or to report a claim, or to change your details, you can rely on our friendly team to help you.

Please take the time to read through this booklet and if you have any questions or need more information, call us on 1300 734 729 or the phone number at the top of your Policy Schedule.

Thank you for making QBE your first choice.

About this booklet

This booklet is a Product Disclosure Statement (PDS) and is also the Policy Wording. Other documents may comprise the PDS and we will tell you if this is the case in the relevant document.

This booklet has two (2) parts: Important Information to help you understand the insurance, and the Policy Wording, which sets out terms and condition of the cover provided. It is up to you to choose the cover you need. Any advice in this booklet is general in nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it is right for you.

Updating our PDS

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. 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 QBE

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide insurance solutions that are focused on the needs of policyholders.

QBE is a respected name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

IMPORTANT INFORMATION

The information provided in this section includes high level information about the options in cover you can choose from, as well as factors that affect the cost, our dispute resolution process, your duty of disclosure, cooling off rights, how to make a claim and other relevant information.

The Policy Wording section sets out the detailed terms, conditions and exclusions relating to the insurance.

If we issue you with a Policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Wording.

The Policy Wording and Policy Schedule form your legal contract with us so please keep them is a safe place for future reference. You should check the Policy or Renewal Schedule when you receive it to ensure it accurately states what you have insured.

If you require further assistance or information about this product, please contact the company you are buying this Policy through, contact QBE on 1300 734 729.

Choose your type of cover

Your QBE Policy insures you for an incident occurring in Australia.

You can choose the level of cover you need from the options available:

- Comprehensive – covers accidental damage to your vehicle as well as damage to third party property, or if your vehicle suffers damage from a fire or theft.
- Third party, fire & theft – only covers damage to your vehicle if it is a result of fire or theft, as well as damage to third party property caused by you.
- Third party only cover – no cover for damage to your vehicle, cover only for damage caused to the property of a third party.

Duty of disclosure

New business

What you must tell us

When answering our questions, you must be honest and you have a duty under the law to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under this insurance and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else who is an insured under this insurance.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel your insurance. If you answer our questions fraudulently, we may refuse to pay a claim and treat the insurance as never having worked.

Renewals, variations, extensions and reinstatements

Once your insurance is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your insurance, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under this insurance, and if so, on what terms.

You do not have to tell us about any matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or should know or, in the ordinary course of our business, we ought to know;
- as to which compliance with your duty is waived by us.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the insurance in respect of a claim or may cancel the insurance.

If your non-disclosure is fraudulent, we may also have the option of avoiding the insurance from its beginning.

You must disclose to us all previous claims

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

- renewal or insurance policy declined, cancelled or refused, or where any excess was imposed;
- claim refused by an insurer;
- claim made;
- 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 your building, contents or valuables;
- refuse a claim.

When renewing your Policy with us you must also advise us of any changes to your:

- claims;
- insurance; or
- criminal history.

We will notify you in writing of the effect a change may have on your renewal.

Changes to the information you have given us

It is important to advise us of any charge to the information you have given us, otherwise your QBE insurance may be affected. Changes would include:

- a change to the ownership of your vehicle;
- a change of address;
- a change to the vehicle you wish to be insured by this Policy;
- a new regular driver of your vehicle;
- a modification to your vehicle;
- the addition of a non-standard accessory.

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

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

You need to disclose all drivers

You are asked at the time you take out this insurance to give us full and correct details of all drivers who are likely to use your vehicle once a month or more, including:

- driving or riding related traffic offence, conviction or any loss of drivers licence;
- renewal or insurance policy declined, cancelled, refused, or where any excess was imposed;
- claim refused by an insurer;
- claim made;
- motor vehicle or motor cycle accident, theft or fire; and
- criminal conviction or found guilty of an offence.

Any of these situations may affect the premium and extent of insurance cover provided. Providing this information may result in:

- an additional premium
- a particular driver being declined insurance cover;
- a claim being refused.

When renewing your QBE Policy with us you must also advise us of any changes to the driving, claims, insurance or criminal history of all drivers. We will notify you in writing of the effect such changes may have on your renewal.

Privacy Promise

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. When you receive a Policy Schedule, Certificate of Insurance, Renewal or other document from us, you should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- any person authorised by you;
- a mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure

storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;
- a financier whose name appears on your Policy Schedule (for the purpose of confirming the currency of your Policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- our reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- to an investigator, assessor (for the purpose of investigating or assessing your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- give you the opportunity to find out what personal information we hold about you and when necessary, correct any errors in this information. Generally we will do this without restriction or charge; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy or to request access to or correct your personal information, please email: compliance.manager@qbe.com.
To make a complaint email: complaints@qbe.com.

Your premium

What is premium?

Premium means any amount we require you to pay under the Policy and includes government charges.

You pay the premium - We insure you

Provided we receive the premium, we will insure you as set out in this Policy and the Policy Schedule in respect of an incident occurring during the period of insurance. When you apply for this insurance, you will be advised of the premium. If you choose to effect cover, the amount will be set out in the Policy Schedule.

How your premium is calculated

We take various factors into consideration when calculating your premium including:

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

Ways to reduce your premium

You may be eligible for the following discounts we offer:

- No Claim Bonus

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

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

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

- Multi Policy Discount

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

- Security Discounts

  If you have fitted extra security devices to your vehicle then you may be eligible for a discount. This will depend upon the type of security devices you have fitted.

Other ways you can help reduce your premium:

- Choose a higher excess

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

21 day cooling off period

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this we must receive your request either in writing or via email: enquiries@qbe.com within twenty one (21) days of its commencement.

This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights. However, we may deduct certain amounts from any refund (see 'How your Policy may be cancelled – Refund of premium').

Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention. We have a complaints and dispute resolution procedure which undertakes to provide an answer to your complaint within fifteen (15) working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist. If you are not happy with our answer, or we have taken

more than fifteen (15) working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

The General Insurance Code of Practice

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

The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - www.apra.gov.au or 1300 55 88 49.

POLICY WORDING

Insurer

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney NSW 2000.

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 the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal 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.

Your Policy

Your Policy consists of the Policy Wording in this booklet and the Policy Schedule we give you. Please keep them in a safe place for future reference.

Please check the Policy Schedule details to ensure it accurately states what you have insured. Be sure to check that the sum insured for the various areas of cover are adequate.

If you need any further information about any part of your Policy, please ask us or your financial services provider.

Paying your premium

Annual premium

Paying your premium on time is important because it affects your insurance. If you are paying your premium annually in one payment, and you have not paid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

Instalment payments

If you are paying your premium by instalments, we will specify on your Policy Schedule when we will deduct the first instalment. Thereafter, instalment payments will be debited on the date or frequency you have nominated. If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if these details change no later than seven (7) days before your next instalment is due. We will not pay a claim under this Policy if, at the time the claim occurred, any premium instalment has remained unpaid for one (1) month or more.

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

At renewal

If you have been paying your premium by instalment, we will continue to deduct instalments for your Renewal Policy on the same day of the month at the new premium level unless you tell us otherwise.

If any instalment of premium has remained unpaid for one (1) month, we will cancel this Policy. We will send you a reminder setting out our intention to take two (2) instalments on the next payment date. If payment is not received after this reminder, we will send you a notice telling you of the date the Policy will cease unless payment is received. We send a notice to confirm the Policy has been cancelled.

Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under 'Your duty of disclosure'.

If your payment details change

If the direct debit arrangements you use to pay by instalment changes, such as you are issued a new credit card or change your bank arrangements, you must tell us. You should do this at least seven (7) days in advance of your next payment date.

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 interest

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.

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.

Policy comes to an end on total loss

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

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

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

Definitions (The meaning of some words)

Some words and expressions in this Policy have a specific meaning which is given below.

Word or term	Meaning
Agreed value	the amount shown on your Policy Schedule we have agreed to insure your vehicle for.
Driving licence	a licence or permit to drive that is in force and held by you or an insured person at the time of the incident and is current for the class of your vehicle.
Family	spouse or partner, a parent, grandparent, brother, sister, child or grandchild (including in each case half, step, or adopted relationships) of an insured person.
Financier	the person or entity with a security interest in your vehicle.
Incident	any event which results in a claim on this Policy.
Insured person	you and any other person who has your permission to drive your vehicle.
Market value	the cash purchase price of a vehicle of the same age, type and condition, in your local area, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs. To

Word or term	Meaning
	assist in determining the market value we may also use 'The Red Book' price guide, 'Glass's Dealer Guide' or other available information.
Modification	any alteration to your vehicle's standard body, interior, engine, suspension, wheels, tyres or paintwork which could affect its value, safety, performance or appearance. There is no insurance for any modification that is not shown on your Policy Schedule. Modifications not insured could include; mag or alloy wheels, wide or special tyres, a fairing, a spoiler, an air scoop, special paintwork, decals, murals, a pop-top, campervan fittings, a rally-pack, LP gas conversion, a turbo conversion, a sun-roof.
Non-standard accessory	any fitted items owned by you, which are not a standard accessory fitted to the model of your vehicle. Examples can include a: • blue tooth kit, sunroof, mag wheels, bull bar or permanently fixed global positioning system (GPS); • audio visual equipment; • rear parking sensors. There is no insurance for any fitted non-standard accessory unless it is shown on your Policy Schedule.
Personal items	essential daily items such as clothes, glasses and luggage. Personal items do not include: • mobile phones, portable Global Positioning Systems and electronic devices; • cash, cheques, credit cards and negotiable instruments; • tools of trade.
Premium	any amount we require you to pay under the Policy and includes government charges.
Removable safety equipment	any child's booster seat, baby capsule or fire extinguisher owned by you.
Schedule	• the Policy Schedule; or

Word or term	Meaning
	• the renewal notice you have paid; or • the alteration advice sent to you. Important note: You should check to ensure that all the information is correct in the Policy Schedule. If anything is wrong, contact us immediately.
Security interest	means a security interest as defined in section 12 of the *Personal Property Securities Act 2009 (Cth)*.
Standard accessories	any item included in the standard configuration of a particular vehicle make and model. They do not effect the performance of the vehicle, examples can include: • air conditioning; • headlight protectors; • floor mats. Standard accessories are automatically insured as part of the vehicle and therefore are not required to be specified.
Sum insured	either agreed value or market value as shown on the Policy Schedule.
Total loss	when we determine that repairs to your vehicle are uneconomical and includes where the repair costs and salvage value when added together are likely to exceed the sum insured of your vehicle.

Use	use of your vehicle for one (1) of the following:
	• private use, which means for:
	  ○ social, domestic, pleasure purposes and travel to and from work; plus
	  ○ a small amount of time being spent using your vehicle for business or work purposes;
	• business use, which means for:
	  ○ private use; plus
	  ○ the majority of normal working hours being spent using your vehicle for business or work purposes;

Word or term	Meaning

	• commercial use, which means for:
	  ○ private use; plus
	  ○ use in a business:
	  ■ where your vehicle is licensed for the carriage of goods; or
	  ■ as a primary producer.
	
	Important note: Insurance is limited for some types of business or commercial use. Please refer to 'When you are not insured - The use of your vehicle'.

We, our and us	QBE Insurance (Australia) Limited ABN 78 003 191 035.
You and your	the person(s) named in the Policy Schedule as the insured.
Your trailer	a registered trailer owned by you or in your or an insured person's possession, custody or control which can be legally towed by your vehicle, including a boat trailer, a camper trailer, a caravan trailer or any other trailer. Refer to standard benefits on page 23 for the insurance we provide on a single axle box trailer.
Your vehicle	the registered motor vehicle owned by you which is described in the Policy Schedule including: • standard accessories and removable safety equipment; plus • any fitted non-standard accessory or modification, as shown in the Policy Schedule. Also included is: • a replacement motor vehicle if insured by us under the change of vehicle benefit; • a substitute vehicle as described under 'Driving another vehicle' (page 36); • your trailer for the purpose of the insurance exclusions under 'When you are not insured' (page 37).

Cover types

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

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

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

Comprehensive

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

Driver option for comprehensive cover

30 plus nominated driver comprehensive cover

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

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

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

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

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

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

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

Third Party, Fire and Theft Cover

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

Third Party Only Cover

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

Standard benefits - cover we automatically include

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

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Lifetime repair guarantee	If we authorise repairs to your vehicle, including sub let repairs, the QBE lifetime repair guarantee means that we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.	✓	✓ limited to incidents caused by fire or theft.	✓ uninsured motorist benefit only
Choice of repairer	If you lodge a claim and we agree to repair your vehicle we can refer you to a QBE accredited repairer or you can nominate a repairer of your choice. You must not authorise the repair of your vehicle without our written authority. We may also require you to take your vehicle, or allow it to be towed to a location of our choice for assessment (For full details see Choice of repairer information on page 48).	✓	✓ limited to incidents caused by fire or theft.	✓ uninsured motorist benefit only

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Essential temporary repairs	We will pay a maximum of $500 for essential temporary repairs to allow your vehicle to be driven immediately after the incident.	✓	×	×
Hire car following a theft	If your vehicle is stolen and we agree that it is necessary for you to hire another vehicle, we will reimburse you the reasonable daily cost of hiring a vehicle similar to your vehicle: • from a hirer we approve; • until the time that your vehicle is found, but for no more than fourteen (14) days; • up to a maximum of $1,000; or • until your claim is paid; which ever happens first. You must produce the hire car receipts. We will not pay for fuel or any other charges.	✓	✓	×

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Travelling expenses	If your vehicle cannot be driven as a result of an incident, we will reimburse you up to $50 for expenses incurred by you and occupants of your vehicle to return directly to your home. You must have receipts to substantiate your claim.	✓	×	×
Towing costs	If your vehicle is damaged, and we have accepted the claim, we will pay the reasonable cost of removal to the nearest repairer or place of safety or to another place we have authorised.	✓	×	×
Personal items	We will cover up to $500 for personal items, as defined on page 15, damaged in your vehicle as a result of an accident where we have accepted your claim, excluding any claims for theft and or attempted theft.	✓	×	×
Replacement of keys and recoding of locks	If the keys to your vehicle have been stolen, and we accept your claim, we will pay for the replacement of your vehicle's keys and if necessary, the re-coding of your vehicle's locks up to a maximum of $1,000 after deduction of your basic Policy excess. To be entitled to this benefit the theft of the keys needs to have been reported to the Police, and the keys would need to have been stolen by someone other than you, a member of your family, another person who resides with you or someone invited to your place of residence.	✓	×	×

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	Cover under this benefit does not entitle you to a claim for a rental vehicle or any other additional benefit.			
Emergency accommodation and transport costs	If you are more than 100kms away from home and your vehicle can not be safely driven as a result of an incident covered by this Policy, we will reimburse you up to $500 for the cost of essential temporary accommodation (room rental only) and transport for you and the occupants of your vehicle. You must have receipts to substantiate your claim.	✓	×	×
Replacement vehicle	If your vehicle is a total loss, we will provide you with a replacement vehicle of the same make and model or nearest equivalent in the market at the time of loss if the model has been superseded, provided: • you are the original owner and have insured your vehicle with us from new; and • your vehicle is less than two (2) years old and has been driven less than 20,000kms; and • your vehicle was originally insured for the purchase price.	✓	×	×
Trailer cover	If your trailer is a single axle box trailer, we will pay for the cost of repairs or replacement up to a limit of $1,000 if it is stolen or damaged when attached to your vehicle.	✓	×	×

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	Important notes: • the insurance is limited to a single axle box trailer, not a multiple axle trailer; • contents of a trailer are not insured by this Policy.			
Windscreen cover	If you make a claim for accidental breakage or damage to your vehicle's windscreen or window glass you will be required to pay the standard excess shown on your Policy Schedule. Claims for accidental breakage or damage to your windscreen or window glass will not impact on your no claim bonus. QBE's windscreen cover ensures that no excess is payable where the existing windscreen or window glass is repaired. Should you wish to purchase additional windscreen protection please see the 'Excess-free windscreen and window glass protection' option on (page 32.) Note: For the purposes of this benefit 'Breakage' means a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture that extends through all layers of the windscreen.	✓	×	×

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Re-delivery costs	If you live over 100km from the place where we authorise your repairs to be done, we will pay the reasonable cost of re-delivery of your vehicle to your home, to a limit of $500.	✓	✓	✓ uninsured motorist benefit only
Vehicle tools	Following an incident involving your vehicle, we will also pay for the cost of stolen or damaged tools owned by you carried for use on your vehicle (additional to those supplied by the manufacturer) to a limit of $50, provided the tools are not used in connection with your trade or occupation.	✓	×	×
Fatality cover	If an insured or nominated driver sustains a fatal injury, within twelve (12) months of and as a result of an incident covered by this Policy we will pay $2,500 to the deceased's estate.	✓	×	×
Change of vehicle	If you sell or otherwise dispose of your vehicle, other than when it is a total loss claim that is accepted by us, we will insure your newly acquired vehicle under this Policy if: • you acquire your new vehicle within fourteen (14) days of the disposal of your vehicle; and • you give us details of the new vehicle within that time; and • we agree to insure it and you pay any extra premium we require.	✓	✓	✓

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Uninsured motorist benefit	If your vehicle is accidentally damaged in a collision with another vehicle where we agree that the other driver is 100% at fault, and we agree that the owner of the vehicle or the other driver has no insurance covering damage to the property of a third party, we will, at our option, either repair your vehicle to its condition immediately prior to the time of loss or pay you the cost of repairs to your vehicle resulting from accidental loss or damage to your vehicle, provided: • you can tell us 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 other vehicle was not owned or registered in your name or in the name of a person who is a relative of yours or any person with whom you ordinarily live. The maximum amount we will pay under this benefit for all claims from any one (1) accident or series of accidents arising out of the one cause or event is the lesser of $5,000 and the market value of your vehicle at the time of the loss or damage. If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become our property. Note: The $5,000 limit does not apply to comprehensive policies.	✓	✓ $5,000 limit applies	✓ $5,000 limit applies

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Finance gap cover	Where: • your vehicle is declared a total loss; and • your vehicle is subject to a finance agreement through a financial institution, directly relating to the purchase of the insured vehicle; and • the outstanding balance of your finance agreement less any arrears exceeds your vehicles sum insured. We will pay: • the difference between the total loss amount and the amount to payout the finance agreement up to a maximum of 25% of your vehicles sum insured. Provided: • the benefit value and total loss amount do not exceed the amount outstanding on your financial agreement; • that any payment over the agreed total loss amount does not include any amounts in arrears at the time of the loss;	✓	×	×

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	• that any additional payment over and above the agreed total loss amount will include any discounts applicable for full payment of the financial contract; • your vehicle was not subject to replacement cover under this Policy (see page 23 and page 32 for more information on replacement cover).			
After accident cleanup	We cover your legal liability to pay for the cleaning up of any debris of your vehicle following an accident. The maximum amount we will pay is $1,000 for any one (1) accident.	✓	×	×
Legal liability	We will cover your legal liability as a result of damage caused to another persons property by your vehicle up to the limit shown on your Policy Schedule. (For full details see legal liability information on page 35.)	✓	✓	✓
✓ = covered × = not covered				

Agreed or market value (Comprehensive policies only)

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

- Market value – at the time of an incident or total loss we will pay up to the market value for your vehicle (please refer to definitions on page 14 for the meaning of 'Market value').
- Agreed value – at the time of an incident or total loss we will pay up to the value we have agreed to insure your vehicle for during the period of insurance. This amount will be shown on your Policy Schedule. (please refer to definitions on page 14 for the meaning of 'Agreed value').

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

Specific limits may apply to other property you want to insure, or to benefits we may pay. Please refer to your Policy Schedule and the standard benefits listed on page 28.

Excesses may apply. See payment of excesses on page 50.

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

Optional benefits - extra cover you can purchase

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

Option	Description	Comprehensive	Third party fire & theft	Third party only
Hire car after accident	If you select this option and your vehicle is involved in an incident that is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur hiring a car while your vehicle is being repaired or if deemed a total loss. We will reimburse you an amount up to the maximum daily rate as shown on your Policy Schedule: • for a maximum of fourteen (14) days; or • until your vehicle is repaired; or • until we pay your claim; whichever happens first. The cover will commence on the date your vehicle is taken to the repairer. You will need to organise and pay for the hire car. We are not responsible for ensuring that a hire car is available. You must also give us a copy of the rental	✓	×	×

Option	Description	Comprehensive	Third party fire & theft	Third party only
	agreement and any receipts for the hire car before we will pay you. If the cost of the hire car is more than the maximum daily rate, you will have to pay the difference. We do not pay for: • additional hiring costs; • running costs, including the costs of fuel; • damage to the hire car; • any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement. We will not cover you under this optional benefit if: • the only damage to your vehicle is to its windscreens or window glass; or • your vehicle is stolen, because you may be able to claim under the 'Hire car costs following theft' standard benefit (see page 21). Note: This option is only available to be added to your Policy on inception or renewal only.			

Option	Description	Comprehensive	Third party fire & theft	Third party only
Excess-free windscreen and window glass protection	If you select this option you will not need to pay the standard excess when your claim is for accidental breakage or damage to your vehicle's windscreen or window glass during the period of insurance. Note: For the purposes of this benefit 'breakage' means a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture that extends through all layers of the windscreen.	✓	×	×
4 year new car replacement	If you select this option and your vehicle is a total loss, we will provide you with a replacement vehicle of the same make and model (if the model has been superseded then the nearest equivalent of the same make available in the market at the time of loss) provided: • you purchased it new from the manufacturer or their dealer or as a demonstrator vehicle; and • your vehicle is no more than four (4) years old from the date of purchase when new; and • has been driven less than 100,000kms at the time of the total loss; and • it was originally insured for the purchase price and the Policy Schedule shows it is insured for replacement.	✓	×	×

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

Option	Description	Comprehensive	Third party fire & theft	Third party only
Selectable excess	You can select from our range of excess options. You can reduce your premium by selecting from our voluntary excess options, the greater the voluntary excess you choose, the lower your premium. You can also choose to remove your standard excess for an additional premium, any other applicable excesses are payable.	✓	×	×

✓ = available × = Not available

Legal liability - (Comprehensive, Third Party Fire and Theft & Third Party only)

Legal liability for damage to another person's property

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

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

then we will pay:

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

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

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

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

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

where you:

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

then we will pay:

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

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

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

Important Note: There are limits to this insurance – Please refer to Legal liability under the heading 'When you are not insured – Legal liability' on page 39.

Driving another vehicle

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

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

Passengers

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

Other people driving your vehicle

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

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

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

Principals indemnity

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

Maritime liability

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

Legal costs

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

Limit of liability

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

When you are not insured

You are not insured for:

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

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

Legal liability	For example, but not limited to:
For accidental bodily injury or death to another person where you or in the case of a substitute motor vehicle, its owner, have or are required by law to have Compulsory Third Party insurance (CTP).	You would have no insurance under this Policy for any vehicle or trailer: • if your statutory CTP insurance applies; or • if it should apply but does not because you failed to renew your vehicle registration (which includes CTP insurance) or failed to have CTP insurance in a State or Territory where you have to buy a separate policy; or For example, but not limited to: • even though you were not required to have CTP

Legal liability	For example, but not limited to:
	insurance for the vehicle (because you use it only on private property or off road) but you were driving it at the time of the accident.
For accidental bodily injury or death to a family member.	Serious collision resulting in bodily injury or death.
For fines or penalties (including any interest and costs) incurred by an insured person.	Court imposed fines.
For any punitive, aggravated, exemplary, or multiple damages (including any interest and costs) against an insured person.	Court imposed settlement.
Arising out of an undertaking or guarantee given by an insured person without our written authority.	Where you signed a contract with another party in which you undertook to protect their interests.
For damage to property owned by an insured person or in their possession, custody or control.	You borrow another person's golf clubs and run over them with your vehicle, we will not pay for the clubs.
For which there is an entitlement to claim an amount or benefit under a statute or other policy in respect of the liability.	The injured person is entitled to claim workers' compensation benefits.

Alcohol, drugs, driving licence	For example, but not limited to:
If you or an insured person driving your vehicle at the time of the incident: (i) was affected by alcohol or drugs to an extent that impaired the control of your vehicle, or	(i) charged with driving under the influence of alcohol or drugs.
(ii) had a blood alcohol level exceeding the statutory limit for the State or Territory in which the incident occurred, or	

Alcohol, drugs, driving licence	For example, but not limited to:
(iii) did not hold a current driving licence which is valid to drive under Australian law or had not complied with all conditions of the driving licence.	(iii) you are driving a vehicle that is outside your licence class or condition.
If you or an insured person, following the incident, refused to take a Police alcohol or drug test. But you will have insurance if the person driving your vehicle was not you or a family member, and we agree that you had no reason to suspect that the person was affected by alcohol or drugs or did not have a driving licence. If we do pay a claim because you were unaware that the person driving your vehicle was affected by alcohol or drugs or did not have a driving licence, then we reserve the right to recover from that driver.	Refusing to take a Police breathaliser test.

The use of your vehicle	For example, but not limited to:
If at the time of the incident your vehicle was being driven by you or an insured person and was: (i) not registered, or	(i) your vehicle's registration had expired or your vehicle was not licensed.
(ii) being used for an unlawful purpose, or	(ii) your vehicle was being used by you in a robbery or was being used to transport illegal drugs or stolen goods.
(iii) being used: (a) on a race track, speedway track or course, (b) for driver training or driver instruction on a race track, speedway track or course unless	(iii) there is no insurance when you use your vehicle on a race track for any reason, unless you have told us beforehand and we agreed to insure you by issuing an endorsement, shown on your Policy Schedule.

The use of your vehicle	For example, but not limited to:
your Policy is endorsed for such use, (c) in preparation for a race, time-trial, hill-climb or any other competitive motor sport or contest, (d) in a rally or event where the road was closed to public traffic.	
Being used for carrying passengers for hire, fare or reward but this does not apply to car pooling.	Using your vehicle as a taxi.
Being let out on hire.	Allowing someone the temporary use of your vehicle in exchange for payment.

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

Intentional acts	
If the incident arises out of an intentionally harmful or damaging act by: • you, an insured person or a family member; • a person with the express or implied consent of you, an insured person or family member; • a passenger of your vehicle or a substitute vehicle.	

Operation of law, war or nuclear material.	
If the incident is caused by: • lawful seizure, repossession or other operation of law; • invasion, war, civil war or rebellion; • nuclear weapons, nuclear fuel, waste or material; • acts of terrorism where such act is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.	

Sanction limitation and exclusion clause

You are not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Making a claim

What you or an insured person must do	
✓	Prevent further loss or damage by taking all reasonable steps to reduce the loss or damage and prevent any further loss or damage.
✓	Inform the Police immediately following theft or malicious damage or where you are required by law to do so.
✓	At the scene of the accident take full details of all vehicles, drivers and witnesses. This information will be required to process your claim. Make a note of: The accident: • date and time, • road conditions (wet or dry), • location, • if appropriate, sketch map of what actually happened including the direction of travel of the vehicles involved, details of any obstacles and names of the streets.
✓	Other drivers and vehicles: • name of driver, • driver's address, • driver's phone number, • make of vehicle, • registration number, • name of owner, • owner's address, • owner's phone number, • owner's insurance company. Witnesses: • name, • address, • daytime phone number.
✓	Call us on 1300 734 729 as soon as possible when you discover that an incident likely to result in a claim has occurred. We'll explain the claims process so you understand what you need to do next.

What you or an insured person must do	
	The person calling to notify us of a claim must be listed as an insured person on the Policy. If the person calling is not a listed insured person, we must obtain written authority from the listed insured before lodging a claim.
✓	Complete a claim form, if we require it.
✓	Return the completed claim form promptly together with all letters, documents, valuations, receipts or proof of ownership that you have been asked to provide, otherwise we cannot process the claim.
✓	Assist us with your claim. Before we will pay anything under this Policy, you and any relevant insured person, must have complied with all the requirements of this section and continue to give us any information we request and provide reasonable assistance throughout the claim or any proceedings.
✓	At our request, we may need you to: • provide written statements under oath; • be interviewed about the circumstances of the claim; • allow us to inspect (and if we wish) take possession of your vehicle.
✓	Pay your excess – Refer to page 50 for more information on your excess and when you are required to pay an excess.
✓	Provide every notice or communication from another party. You or any relevant insured person must provide us as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the incident.

What you or an insured person must not do	
×	Admit guilt or fault (except in court or to the Police).
×	Offer or negotiate to pay a claim.
×	Admit liability.
×	Dispose of any damaged items without first seeking our approval.

What you or an insured person must not do	
×	Authorise repairs. Except for essential temporary repairs, see 'standard benefits' on page 28, you are not authorised to commence repairs without our approval.
×	Delay contacting us whenever possible to notify us of an incident which could lead to a claim on this Policy. You may have to contribute towards your claim if your late notification results in higher costs for us or harms our investigation opportunities.
×	Provide us with false or misleading information. We may deny part or all of your claim if you or an insured person are not truthful and frank in any statement made in connection with a claim or if a claim is fraudulent or false in any respect. We will report any suspected fraudulent act to the Police for further investigation.

Where more than one (1) person is insured

If more than one (1) person is insured under the Policy, we will treat a statement, act, omission or a claim by an insured person as having been made by all of them.

How a claim affects your sum insured

If we pay a claim:

- on a total loss basis, your Policy with us ends (see 'How your Policy may be cancelled' on page 51),
- for the cost of repairs to your vehicle, your sum insured remains the same as it was before the claim.

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

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

What happens when your vehicle is a total loss

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

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

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

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

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

    if a similar make and model is available.

Discharging a security interest

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

Premium after a total loss

If you have paid your Policy in full there is no refund of premium as we have fulfilled our contract to you.

If you pay your Policy in instalments we will deduct any unpaid instalment amount up until your policy renewal date from the total sum insured.

If you purchase another vehicle, a new insurance policy is required.

Vehicle salvage

If we have replaced your vehicle or paid your sum insured, your vehicle becomes our property. If you choose to keep your vehicle in its damaged condition then the salvage value will be deducted from your sum insured. If we are replacing your vehicle you will need to pay us the salvage value first.

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

How claims administration and legal proceedings are undertaken

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

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

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

Contribution

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

How GST affects any payments we make

The premium payable for this Policy is subject to GST. When we pay a claim, your GST status will determine the amount we pay.

When you are:

- not registered for GST, the amount we pay is the sum insured/limit of liability or the other limits of insurance cover including GST;
- registered for GST, we will pay the sum insured/limit of liability or the other limits of insurance and where you are 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 for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number and Taxable Percentage. Your Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

If you don't tell us your correct GST status, any GST liability is your responsibility.

Where the settlement of your claim is less than the sum insured/limit of liability or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

If, after we have assessed your claim, you are required to enter into a contract with a third party to replace or reinstate lost or damaged items that we have agreed to pay under this Policy, you will enter into that agreement with the third party as our agent unless advised otherwise.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation as amended from time to time.

Repair information

Choice of repairer

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

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

Where we recommend our accredited repairer

We will:

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

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

Where you nominate a repairer

You must:

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

We will:

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

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

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

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

Replacement of damaged parts

Within Manufacturers Standard New Car Warranty period

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

Outside Manufacturers Standard New Car Warranty

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

You may have to contribute towards the cost of repairs

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

If parts and accessories are not available

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

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

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

Excess. The amount you pay towards a claim

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

You may have to pay:	
A standard vehicle excess	This is the first amount you have to pay, all vehicles carry a standard excess.
An age excess	If the driver at the time of the incident is within the specified age group shown on your Policy Schedule. This excess does not apply when: • the only damage to your vehicle is to the windscreen or window glass; or • the incident is a result of fire, explosion, lightning, flood, theft or where your vehicle is damaged while parked.
An undeclared driver excess	This applies when the Policy Schedule has named drivers listed and your vehicle is being driven by a person who is not named on the Policy Schedule as a driver. It is your responsibility to notify us of drivers of your vehicle because your premium or excess could be affected.
An imposed excess	This is an excess we may require under your Policy. We would not have accepted you or your vehicle for insurance without this excess. If an imposed excess has been applied it will be shown on the Policy Schedule.
A voluntary excess	This is an excess that you have elected to have to reduce your premium. A voluntary excess is paid in addition to your standard excess and any other applicable excesses.

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

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

How your Policy may be cancelled

Cancellation by you

You may cancel this Policy at any time by giving us notice in writing.

Cancellation by us during the period of insurance

We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984 (Cth)* and we will always put this in writing to you.

When your vehicle is a total loss

Where we have paid a claim on a total loss basis your Policy with us is deemed to have been fulfilled and:

- there is no refund of any premium, or
- if you have been paying your premium by instalments we will deduct any unpaid instalment amount up to your Policy renewal date from the total sum insured.

Cancellation by us on expiry of this Policy

We may cancel this Policy at the end of the period of insurance. If this is about to happen we will tell you in writing within the terms set out in the *Insurance Contracts Act 1984 (Cth)*.

Refund of premium

On cancellation, a refund of the premium will be calculated equal to the unexpired period of this Policy less an administration fee and any non-refundable government charges.

Index

A

Accident 7, 22, 26, 28, 37, 39, 41, 43
Age excess 50
Agreed value 14, 16, 29, 45
Alcohol 39-40

C

Cancellation 10, 13, 51
Change of vehicle 17, 25
Claim 3-10, 12-14, 20-25, 30-33, 36, 39-40, 42-48, 50-51
Contribution 36, 47

D

Damage 4, 13, 18-19, 24, 26, 28, 31-32, 35-39, 43, 50
Damages 39
Death to another person 35, 38
Definitions 14, 29
Driving another vehicle .....
Driving licence 14, 18, 37, 40
Drugs 39-40

E

Emergency accommodation and transport 23
Excesses 3, 18, 29, 34, 50

F

False or misleading information 45
Family 6, 14, 22
Family member 39-40, 42, 51
Fatality cover 25
Financial loss 38
Fines 39
Fraudulent act 45-46

H

Hire car after accident 30
Hire car following a theft 21

I

Imposed excess 50
Incident 4, 9-10, 14, 18, 21-23, 25, 29-

30, 33, 35-37, 39-47, 50
Insured person 14, 18, 36-37, 39-42, 44-46
Intentional acts 42

L
Legal liability 18-19, 28-29, 35-36, 39

M
Maritime liability 36
Market value 14-16, 26, 29, 33, 45
Mechanical breakdown 37
Modification 6, 15, 17, 38

N
No Claim Bonus 8-10, 24, 33
No Claim Bonus protection 33
Non-standard accessory 6, 15, 17, 38

O
Other people driving your vehicle 36
Overloaded 41

P
Parts 3, 49
Personal items 15, 22, 38
Premium 6-7, 9-10, 12-15, 18, 25, 30, 34, 46-47, 50-51
Property 4, 8, 16, 18-19, 26, 28-29, 35-36, 38-39, 46

R
Re-delivery costs 25
Removable safety equipment 15, 17
Repairer 8, 20, 22, 30, 48-49
Repairs 16, 20-21, 23, 25-26, 45, 48-49
Rust damage 37

S
Salvage value 16, 46
Schedule 3-4, 7-10, 12-19, 24, 28-30, 32, 35-36, 38, 40, 45, 50
Standard vehicle excess 50

Structural failure 37
Substitute vehicle 17, 36, 42
Sum insured 12, 16, 18, 27, 29, 33, 45-46, 51

T

Terrorism 42
Theft 4, 7, 18-20, 22, 28, 31, 34-35, 37-38, 43, 50
Tools 15, 25
Total loss 8, 14, 16, 23, 25, 27-30, 32-33, 45-46, 51
Towing costs 22
Trailer 17, 23-24, 37-38
Travelling expenses 22
Tyres 15, 37, 41

U

Undeclared driver excess 18, 50
Uninsured motorist benefit 19-20, 25-26
Unlocked 37
Use 5, 7, 13, 15-17, 25, 37-41, 49

V

Voluntary excess 34, 50

W

War 42
Wear and tear 37

Y

Your trailer 17, 23, 35, 37, 41
Your vehicle 4, 6-7, 10, 14-23, 25-33, 35-42, 44-46, 48-51

For all enquiries please contact your financial institution

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