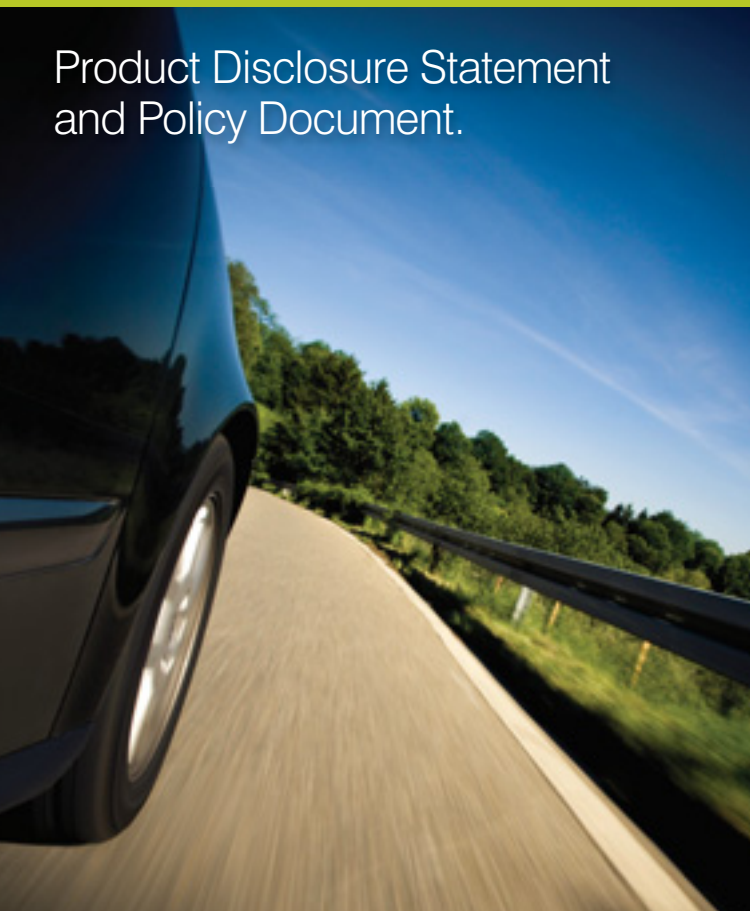




# Motor Vehicle Insurance

Product Disclosure Statement  
and Policy Document.



This Product Disclosure Statement (PDS) is issued by Allianz Australia Insurance Limited (Allianz) AFS Licence No. 234 708 ABN 15 000 122 850. Allianz is the Issuer and underwriter of the product and responsible for its content and any claim or benefit under this policy. In arranging this insurance, Esanda Finance Corporation Ltd ABN 64 004 346 043 Authorised Rep No. 269742 (Esanda) is acting as an authorised representative of Allianz.

# Our Product Disclosure Statement

This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act and contains information designed to help you decide whether to buy the policy.

## About the available covers

You can choose one of the following covers:

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

By way of summary only (refer to policy for full terms, conditions, exclusions and limits):

**Comprehensive cover** – provides cover for:

- Accidental loss or damage to your vehicle up to an agreed value (ie. a set amount we agree with you) or market value (ie. the cost to replace your vehicle with a vehicle of the same make, model, age and condition as your vehicle immediately prior to the loss or damage).
- Your legal liability up to \$20 million for each event (including certain legal defence costs), for:
  - damage to other people's property caused by a motor vehicle accident which is your fault; and
  - death or bodily injury caused by or arising out of the use of your vehicle in limited circumstances.
- A number of other additional benefits.
- Certain optional covers (where agreed) such as rental or loan car following an accident, removal of basic excess for windscreen claims, protected no claim bonus and restricted driver cover.

Note that the restricted driver option provides a discounted premium, but limits the drivers who are covered under the policy.

## **Third Party Property Damage Cover only –**

provides cover for:

- legal liability – same as for comprehensive cover, including the additional benefit of legal liability cover for loss or damage to someone else’s property while using a substitute vehicle.
- loss or damage to your vehicle arising from an accident caused by the driver of an uninsured vehicle, up to the maximum limit specified.

## Understanding your policy and its important terms and conditions

To properly understand this policy’s significant features, benefits and risks you need to carefully read:

- about each of the available types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see the “Introduction” section);
- “When we will not pay your claim” section (this restricts the cover and benefits);
- “Conditions of cover” and “Making a claim” sections (these set out certain obligations that you and we have. If you do not meet them we may be able to refuse to pay a claim); and
- “Other information” section (this contains important information on your duty of disclosure, our privacy policy and our dispute resolution process).

When you apply for the policy by completing our application we agree with you on things such as: the period of insurance; your premium; what property you want to cover; the limits you want for certain covers (if optional); excesses that will apply to you or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule we issue to you.

The base premium we charge varies according to your risk profile (e.g. where you live, the type of property being insured, amount of cover required, other persons insured and relevant claims history etc). In some cases discounts may apply if you meet certain criteria we set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges we tell you of. We tell you the total amount payable when you apply and if you effect cover, the amounts due will be confirmed in your schedule.

If you pay your premium by instalments refer to the “Conditions of cover” section for important details on your and our rights and obligations. Note that an instalment premium outstanding for 14 days may result in our refusal to pay a claim.

This policy sets out the cover we are able to provide you with. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and have to bear part of any loss you are not covered for yourself. To avoid this, people seek to set the sum insured for the relevant property being insured at its estimated replacement value.

You should also read the GST Notice to understand how GST is applied to a claim.

If you have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover.

## Cooling off period and cancellation rights

Even if you have decided, you have a *cooling off period and cancellation rights* (see conditions of cover section for details).

Preparation Date: 16/04/2009.

## Updating the PDS

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided on the back cover of this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

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# Introduction

Thank you for choosing Esanda Motor Vehicle Insurance.

Esanda understands that protecting your vehicle is important. That's why Esanda have chosen Allianz, one of the largest general insurers in Australia to underwrite your policy. Allianz is a member of the Global Allianz Group, which operates in more than 70 countries, providing protection to more than 75 million customers worldwide.

With Allianz, Esanda offer a unique mix of standard features and options, which you can customise to suit your needs. This means you can find the right level of protection for your new vehicle.

## What the policy consists of

Your policy consists of:

- this printed Esanda Motor Vehicle Insurance Policy Document which sets out details of your cover and its limitations, and
- a schedule, approved by us, which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the current schedule in the policy document.

You should carefully read and retain your insurance policy document and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule, which you should carefully read and retain.

## Our agreement with you

We will insure you for accidental loss, damage or liability which happens within Australia arising out of the events set out in your policy during the period of insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you have selected when you applied for cover and which the current schedule indicates is in force,
- of the verbal and/or written information provided by you which you gave after having been advised of your duty of disclosure either verbally or in writing. If you failed to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of avoiding your policy from the effective date stated in the current schedule.

For your assistance we have provided a full explanation of your duty of disclosure and the consequences of non-disclosure, under the heading “Your Duty of Disclosure”, on page 52.

## Words with special meanings

Some of the words in your policy have special meanings wherever they appear. These words and their meanings are defined below.

“**agreed value**” means the amount which we agree to insure your vehicle for as shown in your current schedule.

“**declined driver**” means a driver, noted in the current schedule as a declined driver who is not insured under this policy.

“**excess**” means the amount shown in the current schedule which you must pay when you make a claim under your policy.

“**market value**” means the cost to replace your vehicle with a vehicle of the same make, model, age and condition as your vehicle immediately prior to the loss or damage.

“**nominated driver**” means a driver, noted in the current schedule as a nominated driver, you have advised us will drive your vehicle.

“**period of insurance**” means the period of time commencing on the effective date stated in the current schedule and ending on the expiry date stated in the current schedule.

“**personal effects**” means personal items owned by you which are designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments, or
- firearms, or
- tools or items used in connection with a business or occupation, or
- personal music devices or portable Global Positioning Systems (GPS).

“**recoverable**” means to recoup the expenses we incurred in providing cover for any accidental loss or damage to your vehicle or in covering any of your legal liability costs after a claimable event.

An event that would not be recoverable includes but is not restricted to an at-fault claim, a not at-fault claim where you are unable to provide us with the responsible party's name, address and vehicle registration number, any storm or naturally occurring event and a collision with an animal.

Your No Claim Bonus may be affected and an excess may be required for any claimable event that is not recoverable by us, unless otherwise stated in this Policy Document.

**“substitute vehicle”** means a vehicle similar to your vehicle which has been hired or borrowed because your vehicle is being repaired, serviced or is not drivable because of a mechanical breakdown.

**“vehicle usage”** means the use of your vehicle, which you have told us about. This is shown on your current schedule. Vehicle usage may be either:

- **“business”** which means any vehicle which:
  - is registered as a business vehicle, or
  - is used for income earning purposes.
- **“private”** which means any type of use other than business use.

**“we”, “our” or “us”** means Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

**“you” or “your”** means the person(s) named in the current schedule as the insured.

**“your vehicle”** means the registered vehicle shown on your current schedule including:

- its standard tools, modifications and accessories as supplied by the manufacturer,
- its fitted or non-standard extras, modifications and accessories which you have listed on your proposal or given us details of later and which we have accepted and included on the current schedule.

## If you have comprehensive cover

### Cover for accidental loss or damage to your vehicle

We will cover you for accidental loss (including theft) or damage to your vehicle.

At our option we will:

- a. repair your vehicle; or
- b. pay you the reasonable cost of repairing your vehicle; or
- c. pay you the market value of your vehicle when the current schedule shows that your vehicle is insured for market value; or
- d. pay you the agreed value of your vehicle when the current schedule shows that your vehicle is insured for an agreed value.

The current schedule will show if your vehicle is insured for market value or agreed value.

Further we will adjust your claims payment in accordance with the GST provision shown under the heading "Conditions of cover", "GST Notice" on page 40.

### **Replacement of new vehicle after a total loss**

If your vehicle was purchased new or as a demonstrator model by you, and your vehicle becomes a total loss within 3 years of the starting date of the original registration, we will replace your vehicle with a new vehicle of the same make, model and series if such a vehicle is available in Australia.

This benefit will only apply where your vehicle has a load carrying capacity of less than two tonne and has been insured by this policy since it was first registered as a new vehicle or demonstrator model.

If the make, model and series of your vehicle has been superseded with a new make, model and series and a replacement vehicle is not available, we will offer to replace your vehicle with the new make, model and series provided it is available in Australia, subject to the following exceptions:

- This benefit will not apply to any limited edition.
- This benefit will not apply to any model that has been discontinued.

If a replacement vehicle is not currently available, or we are unable to replace your vehicle, we will pay you either the market value or agreed value of your vehicle, whichever is shown in the current schedule. Where your vehicle is financed we will require written consent from your financier in order to provide a replacement vehicle.

If we replace your vehicle, this policy will continue to cover your new replacement vehicle until the end of the period of insurance. We will not require you to pay any additional premium for this cover.

We will also pay for the on-road costs (including 12 months registration and compulsory third party insurance) of the new vehicle if you pay us any refund amount obtained from your registration and compulsory third party insurance.

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

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

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

- a. your vehicle; and/or
- b. a caravan or trailer towed by your vehicle.

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

- c. any person who is driving, using or in charge of your vehicle with your permission;
- d. a passenger travelling in your vehicle or who is getting into or out of your vehicle;
- e. your employer, principal or partner arising from your use of your vehicle.

We will not cover legal liability:

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

### **No cover for legal liability after a total loss**

On the date we confirm that we will pay your claim for the total loss of your vehicle, all cover under the policy in respect of that vehicle will cease.

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

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

- driving or being in charge of your vehicle or a substitute vehicle,
- goods being carried by or falling from your vehicle or a substitute vehicle,
- loading or unloading your vehicle or a substitute vehicle.

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

We will not pay:

1. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - statutory or compulsory insurance policy or any statutory or compulsory insurance, or
  - compensation scheme or fund,
 even if the amount recoverable is nil.
2. any amount of a claim over that recoverable under any:
  - statutory or compulsory insurance policy or any statutory or compulsory insurance, or
  - compensation scheme or fund.
3. if the legal liability would have been covered or indemnified in any way if you had not failed to:
  - insure your vehicle,
  - register your vehicle, or
  - comply with the requirements of any statutory or compulsory insurance policy or any statutory or

compulsory insurance or compensation scheme or fund.

4. for legal liability to any:
  - person driving or in charge of your vehicle,
  - of your employees, or
  - member of your family.
5. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
6. unless you or the person claiming under this section have notified us of a claim under this section within 6 months of you or that person first becoming aware of an intention to make a claim against you or that person.
7. for legal liability caused by or arising from an intentional act by you or any other person.
8. any amount of exemplary, punitive or aggravated damages.

### **Maximum amount payable**

The maximum amount we will pay in total for all claims under this policy for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$20,000,000.

### **Other benefits we will pay**

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

## **1. Substitute vehicle**

We will cover you for legal liability, up to the maximum policy limit of \$20,000,000, for loss or damage to someone else's property while using a substitute vehicle. Only one substitute vehicle can be used at a time.

We will not cover:

- your legal liability when we have already accepted a claim for the total loss of your vehicle, or
- your legal liability when the substitute vehicle is unregistered, or
- accidental loss or damage to the substitute vehicle.

## **2. Legal costs**

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

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

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

If your vehicle is stolen we will arrange for you to be provided with a rental car:

- until your vehicle is recovered undamaged and you have been told of its location, or
- until your vehicle is recovered damaged and the damage is repaired, or
- until we settle your claim by paying the agreed value or market value, or
- for a maximum of 14 days, whichever happens first.

The maximum daily rental charge we will pay is \$75.

We will not pay for:

- a rental car unless its hire has been arranged by us or approved by us,
- the cost of fuel used during the rental period, or
- any accidental loss or damage to the rental car.

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

#### **4. Towing**

Following an accident or theft of your vehicle, we will pay the reasonable cost of protection, removal and towing of your vehicle to the nearest repairer, place of safety or any other place which we agree to.

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

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

#### **6. Trailer and caravan cover**

Where we have accepted your claim for theft or damage to your vehicle we will also pay for accidental loss of or damage to any trailer or caravan which was attached to your vehicle.

We will pay the lesser of \$1,000 or the market value of the trailer or caravan.

We will not pay for property being carried in or on the trailer or caravan.

#### **7. Emergency repairs**

We will reimburse you for the cost of emergency repairs which may be necessary to enable you to drive your vehicle home after it is involved in an

accident, suffers malicious damage, or is stolen and recovered in a damaged condition.

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

## **8. Personal effects and clothing**

We will also pay for personal effects and clothing belonging to you, your spouse, your de facto or dependent children which are:

- damaged in a collision involving your vehicle,
- stolen from your locked vehicle, or
- stolen at the same time as your vehicle.

We may choose to pay the amount of the loss or damage, or repair or replace the personal effect or item of clothing.

The maximum we will pay in respect of any one accident or theft is \$500.

## **9. Transportation costs**

If your vehicle cannot be safely driven home after being:

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

we will reimburse you for the cost of:

- travel necessary to return you, your spouse, your de facto and/or dependent children to your home, and/or
- transportation to collect your vehicle when it has been repaired.

The maximum we will pay in respect of any one accident giving rise to a claim is \$400.

## **10. Emergency accommodation costs**

If your vehicle cannot be safely driven home after being:

- a. involved in an accident; or
- b. subject to malicious damage; or
- c. stolen,

and you are more than 200 kilometres from your home, we will reimburse the cost of emergency accommodation for you, your spouse, your de facto or dependent children.

The maximum we will pay in respect of any one accident giving rise to a claim is \$400.

## **11. Re-keying and re-coding**

If the keys to your vehicle are stolen we will pay for the replacement of your vehicle's keys and the necessary re-coding of your vehicle's locks.

The maximum amount we will pay is:

- the amount by which the cost to re-key and/or re-code your vehicle exceeds the basic excess payable for the claim, up to a maximum amount of \$1,000 for any one claim.

This benefit will only apply if:

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

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

## **12. Breakdown accommodation**

If your vehicle cannot be driven home after suffering a mechanical breakdown:

- a. and you are more than 200 kilometres from your home;
  - b. and your vehicle is less than 5 years old;
- we will reimburse the cost of emergency accommodation for you, your spouse, your de facto or dependent children.

The maximum we will pay in respect of a claim is the amount by which the cost of emergency accommodation exceeds the basic excess payable, up to a maximum amount of \$400 for any one claim.

### **13. Genuine parts guarantee**

If your vehicle is damaged in an accident we will replace any damaged part with a genuine manufacturers part for your make and model. We will only do this if the part is locally available at the time of repair.

## Policy options

Your current schedule will show which, if any, of the following policy options apply. Depending on the policy options selected, your premium may have been increased or reduced.

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

When the current schedule shows that the rental or loan car following an accident option applies and we accept a claim for accidental damage, we will:

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

The rental or loan car benefit will be provided from:

- the date repairs to your vehicle are authorised, or
- the date your vehicle is made available for repairs to be commenced,

whichever is the later.

The maximum daily rental charge we will pay is \$75.

We will provide the rental or loan car benefit:

- for a maximum period of 14 days, or
- until the repairs have been completed, or
- until we settle your claim by paying you the agreed value or market value,

whichever happens first.

We will not pay for:

- a rental car unless its hire has been arranged by us or approved by us,
- the cost of fuel used while driving the loan car, or
- any accidental loss or damage to the rental or loan car.

## **2. Removal of basic excess for windscreen claims**

When the current schedule shows that the removal of basic excess for windscreen claims option applies, if the windscreen or window glass in your vehicle is accidentally broken we will not apply an excess to your claim.

This option only applies:

- a. if the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- b. to one claim in any one period of insurance; and
- c. if the broken windscreen or window glass is the only damage to your vehicle.

Your no claim bonus entitlement is not affected if your claim relates to the cost of repairing or

replacing the windscreen or window glass in your vehicle if it is accidentally broken.

### **3. Protected no claim bonus**

When the current schedule shows that protected no claim bonus option applies, we will not reduce your current no claim bonus entitlement for the first claim in any one period of insurance which is your fault or where the responsible party cannot be identified.

### **4. Restricted drivers**

When the current schedule shows that the restricted driver option applies we will not cover any accidental loss, damage or liability, which results in a claim, when the driver of your vehicle was a person under 30 years of age.

We will not refuse to pay your claim if the driver of your vehicle:

- a. was found guilty of theft or illegal use of your vehicle;
- b. was a person paid by you to repair, service or test your vehicle; or
- c. was an attendant at a car park.

### **5. Tools of trade**

When we accept a claim for accidental damage (including theft) under this policy, we will also cover accidental loss or damage to tools of trade, trade stock and materials.

This option only applies:

- if the tools of trade, trade stock or materials are stolen via forcible and violent entry to your securely locked vehicle and/or tool box, permanently fixed to your vehicle; or
- if tools of trade, trade stock or materials are damaged as a result of a motor vehicle collision.

The maximum we will pay is the amount by which the cost to replace tools of trade, trade stock and materials exceeds the basic excess payable for the claim, up to a maximum amount of \$1,500 for any one claim.

Only one basic excess is applicable to any one claim event and only the basic excess is applicable to this Tools of Trade policy option.

## How you earn a no claim bonus

For each claim free period of insurance you will accumulate a discount off your motor vehicle insurance premium up to a maximum amount. This maximum amount will vary according to the State or Territory in which your vehicle is garaged/kept. Any no claim bonus entitlement you hold with another insurance company is transferable. You may be required to provide documentary evidence of your current no claim bonus entitlement.

Premiums are calculated prior to no claims bonus discount being applied. The premium for a policy may increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

# If you have third party property damage cover only

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

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

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

- a. your vehicle; and/or
- b. a caravan or trailer towed by your vehicle.

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

- c. any person who is driving, using or in charge of your vehicle with your permission;
- d. a passenger travelling in your vehicle or who is getting into or out of your vehicle;
- e. your employer, principal or partner arising out of your use of your vehicle.

We will not cover legal liability:

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

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

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

- driving or being in charge of your vehicle or a substitute vehicle,
- goods being carried by or falling from your vehicle or a substitute vehicle,
- loading or unloading your vehicle or a substitute vehicle.

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

We will not pay:

1. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - statutory or compulsory insurance policy or any statutory or compulsory insurance, or
  - compensation scheme or fund,even if the amount recoverable is nil.
2. any amount of a claim over that recoverable under any:
  - statutory or compulsory insurance policy or any statutory or compulsory insurance, or

- compensation scheme or fund.
3. if the legal liability would have been covered or indemnified in any way if you had not failed to:
    - insure your vehicle,
    - register your vehicle, or
    - comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
  4. for legal liability to any:
    - person driving or in charge of your vehicle,
    - of your employees, or
    - member of your family.
  5. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
  6. unless you or the person claiming under this section have notified us of a claim under this section within 6 months of you or that person first becoming aware of an intention to make a claim against you or that person.
  7. for legal liability caused by or arising from an intentional act by you or any other person.
  8. any amount of exemplary, punitive or aggravated damages.

### **Maximum amount payable**

The maximum amount we will pay in total for all claims under this policy for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$20,000,000.

## Other benefits we will pay

### 1. **Substitute vehicle**

We will cover you for legal liability, up to the maximum policy limit of \$20,000,000, for loss or damage to someone else's property while using a substitute vehicle. Only one substitute vehicle can be used at a time.

We will not cover:

- your legal liability when we have already accepted a claim for the total loss of your vehicle, or
- your legal liability when the substitute vehicle is unregistered, or
- accidental loss or damage to the substitute vehicle.

### 2. **Legal costs**

Provided we agree in writing, we will pay for all legal costs and expenses in defending any court proceedings arising from liability covered by your policy.

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

## Uninsured motorists extension

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

You may only claim under this extension if you:

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

# When we will not pay your claim

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

## 1. **Unlicensed driver**

being driven by any person, including you, who was not licensed to drive your vehicle.

We will not refuse your claim if you can prove that you did not know the driver was unlicensed.

## 2. **Declined driver**

being driven by a person nominated in the current schedule as a declined driver.

## 3. **Restricted driver**

being driven by a person under 30 years of age and you have selected the restricted driver option. We will not refuse your claim if the driver of your vehicle:

- a. was found guilty of theft or illegal use of your vehicle;
- b. was a person paid by you to repair, service or test your vehicle; or
- c. was an attendant at a car park.

## 4. **Driver under the influence**

being driven by you, or any other person:

- a. under the influence of any drug or intoxicating alcohol; or
- b. who, as a result of the accident, is convicted of driving under the influence of intoxicating liquor; or
- c. who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or

- d. who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

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

## **5. Overloaded vehicle**

being used to:

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

greater than that for which your vehicle was constructed.

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

## **6. Unsafe vehicle**

being used in an unsafe or unroadworthy condition.

We will not refuse your claim if you can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of your vehicle.

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

being used to carry passengers for hire, fare or reward except under a private pooling arrangement. If your full-time employer pays you a travelling allowance, we will not consider such an allowance as hire, fare or reward.

## **8. Motor sport**

being used for any motor sport or time trial or was being tested in preparation for any motor sport or time trial.

## **9. Motor trade**

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

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

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

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

- a. you, or any other person named in the current schedule; or
- b. any person who is acting with your express or implied consent.

## **11. War**

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

## **12. Nuclear**

ionising radiation or contamination by radioactivity from:

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

## **13. Terrorism Exclusion**

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

- a) any act of terrorism arising directly or indirectly

out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or

- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in (a) above.

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

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

#### **14. Absolute Asbestos Exclusion**

We will not cover your legal liability for claims arising directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos.

Nor will we pay for:

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

any loss of use of your vehicle.

#### **16. Depreciation**

depreciation, wear and tear to your vehicle.

#### **17. Breakdown**

mechanical or electrical breakdowns, failures or breakages to your vehicle.

#### **18. Tyres**

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

#### **19. Lawful seizure**

accidental loss or damage as a result of the lawful seizure of your vehicle.

## **20. Safeguarding your vehicle**

accidental loss or damage to your vehicle at any time, including after an accident, theft or breakdown unless you have taken reasonable steps to protect or safeguard it.

Reasonable steps include ensuring that any security or tracking device in your vehicle is fully maintained and activated at the time of loss or damage.

## **21. Renting a vehicle**

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

except for those circumstances detailed in:

- “Other benefits we will pay”, “Rental car following theft” on page 19,
- “Other benefits we will pay”, “Transportation costs” on page 21, or
- “Policy options”, “Rental or loan car following an accident” on page 23.

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

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

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

# Conditions of cover

## 1. **Changes to your insurance details – what you must tell us**

You must tell us immediately if during the period of insurance:

- a. the drivers of your vehicle change; or
- b. the place where your vehicle is regularly garaged/kept changes; or
- c. your vehicle is modified in a manner that affects its value or performance in any way; or
- d. the usage of your vehicle changes from private to business; or
- e. any security or tracking devices on your vehicle are modified or no longer operational; or
- f. any finance on your vehicle changes.

When we receive this information, we may:

- alter the terms and conditions of your policy, or
- charge you additional premium, or
- decide not to offer to renew your policy.

If you do not provide the information immediately we may not pay a claim under the policy.

Before we agree to renew your policy you must tell us if, during the current period of insurance, you or any person who is a driver of your vehicle has:

- been convicted of or had any fines or penalties imposed for a serious criminal and/or driving offence and/or any crime involving drugs, dishonesty, arson, theft (including stealing a motor vehicle), illegal use of a motor vehicle, fraud or violence against any person or property, or
- been convicted of or had any fines or penalties imposed for any driving related alcohol and/or drug offence, or

- had a driver's licence cancelled or suspended or been disqualified from holding a driver's licence for any period, or
- been responsible for causing any motor vehicle accident, or
- had any motor vehicle damaged or stolen.

For your assistance we have provided a full explanation of your duty of disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure" on page 52.

## **2. If you replace your vehicle**

If you permanently replace your vehicle, we will provide temporary cover for the replacement vehicle from the date of purchase to a maximum of 14 days. If cover is to continue on the replacement vehicle:

- a. you must give us full details of the replacement vehicle during the 14 day temporary cover period;
- b. you must obtain our agreement to cover your replacement vehicle; and
- c. you must pay any extra premium we require.

Cover on the replaced vehicle ceases from the date of purchase of the replacement vehicle.

## **3. Cooling off and cancellation rights under the policy**

- a. You may cancel this policy at any time by telephoning us.
- b. We have the right to cancel this policy in certain circumstances.

These include:

- if you failed to comply with your duty of disclosure, or

- where you have made a misrepresentation to us during negotiations prior to the issue of this policy, or
- where you have failed to comply with a provision of your policy, including the term relating to payment of premium, or
- where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you, or
- where we agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable,

and we may do so by giving you three days notice in writing of the date from which the policy will be cancelled. The notification may be delivered personally or posted to you at the address last notified to us.

- c. If you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties we cannot recover.
- d. In the event that you have made a claim under this policy and we have agreed to pay the full sum insured for your property no return of premium will be made for any unused portion of the premium.

#### **4. Keeping evidence of the value of the insured property**

You should keep evidence of the value of all property covered under your insurance policy. You should also keep evidence of the amount of any accidental loss, damage or destruction.

#### **5. Premium payment by direct debit**

You may have chosen to pay the premium for this insurance by direct debit from a financial institution holding your account or your credit card account. If you choose this option, the financial institution may dishonour the direct debit payment due to lack of funds in your account. If this occurs, we may charge you for any direct and indirect costs which we incur arising from the payment being dishonoured.

#### **6. Prevention of loss or damage**

We may not pay your claim if you do not take all reasonable precautions to prevent injury, loss or damage, including securing your vehicle against unauthorised entry when it is unattended. This includes removing your keys and locking your vehicle and ensuring all security and tracking devices are active and maintained. It is a condition of this policy that your vehicle be kept in good repair.

#### **7. GST Notice**

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need. Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

## **Sums insured**

All monetary limits in this policy may be increased for GST in some circumstances (see below).

## **Claim settlements – Where we agree to pay**

When we calculate the amount we will pay you, we will have regard to the items below:

- 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 pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the policy or in this schedule.

If your sum insured/limit of liability is not sufficient to cover your loss, we will only pay the GST amount that relates to our settlement of your claim.

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.

- Where we make a payment under this policy as compensation instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.
- Where the policy insures business interruption, we will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

**Disclosure – Input tax credit entitlement**

If you register, or are registered, for GST you are required to tell us your entitlement to an input tax credit on your premium. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

# Making a claim

## What you must do

We may not pay your claim if you do not act as follows:

### 1. **Do not admit liability**

You must not:

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

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

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

### 2. **Prevent further damage**

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

### 3. **Contact the police**

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

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

You must contact the police immediately if your car is stolen or maliciously damaged.

#### **4. Contact us as soon as possible**

If there is any accidental loss, damage or liability which is likely to result in a claim, you must give us immediate notice with the full details of any accidental loss, damage or anticipated or alleged liability.

You or your representative must give us full details in the manner we request which will be either:

- a. verbally; or
- b. in writing by completing our claim form which will be supplied to you when you contact us.

The process for authorising repairs to your vehicle is explained on page 48 under “Authorising repairs”.

Any correspondence you receive regarding the accident or event must be sent to us immediately.

You must advise us immediately of:

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

## What happens after you make a claim

### **1. Excess**

An excess is the amount shown in the current schedule which you must pay when you make a claim under your policy unless we state an excess does not apply. The payment of an excess helps to keep the cost of your premium down by reducing the number of small claims. There are different types of excess which may apply to you or the driver of your vehicle at the time of the claim. The excess types are shown on the current schedule under the heading “Excess applicable to claims”.

These are:

**a. Basic excess**

The basic excess is the first amount you must pay on each claim. The amount of the basic excess will be shown on the current schedule beside the heading “Basic excess”.

**b. Age excess**

If you make a claim for an accident when your vehicle was being driven by a driver under the age of 25, you must pay the age excess shown in the current schedule in addition to the basic excess.

**c. Undeclared young driver excess**

If you make a claim for an accident when your vehicle was being driven by a driver under the age of 25, who was not listed in your current schedule, the undeclared young driver excess shown on the schedule must be paid in addition to the basic excess and age excess.

You will not have to pay an undeclared young driver excess if the driver:

- was found guilty of the theft or illegal use of your vehicle,
- had been paid by you to repair, service or test your vehicle, or
- was an attendant at a car park, or
- was a learner driver accompanied by the holder of a full unrestricted Australian driver’s licence.

**d. Inexperienced driver excess**

You will need to pay the inexperienced driver excess shown on your current schedule in addition to the basic excess payable if you make

a claim for an accident when your vehicle was being driven by a driver over the age of 25 who has not held an Australian driver's licence for more than 2 years.

You will not have to pay an inexperienced driver excess if the driver:

- was a learner driver accompanied by the holder of a full unrestricted Australian driver's licence.

#### **e. Theft excess**

If you make a claim for loss or damage caused by or arising from theft or attempted theft of your vehicle, you must pay the theft of vehicle excess shown in your current schedule in addition to all other excesses shown in your current schedule.

#### **When you do not have to pay an excess**

You will not have to pay any excess if:

- a. the driver of your vehicle at the time of the accident did not contribute to the cause of the accident; or
- b. your vehicle was damaged while parked, and you provide us with:
  - the name, address and licence number of each responsible party, and
  - the registration number of the other vehicle(s) involved in the accident; or
- c. the claimable loss is recoverable by us.

Nor will you have to pay any young driver (age), undeclared young driver or inexperienced driver excess if you are claiming for any of the following:

- a. windscreen or window glass damage only;
- b. theft;

- c. hail, storm or flood damage;
- d. malicious damage; or
- e. damage to your vehicle while parked.

## **2. No claim bonus**

Your no claim bonus entitlement will not be affected if:

- a. the driver of your vehicle at the time of the accident did not contribute to the cause of the accident; or
- b. your vehicle was damaged while parked, and you supply us with the:
  - name, address and licence number of the responsible party, and
  - registration number of the other vehicle(s) involved in the accident; or
- c. the claimable loss is recoverable by us, or
- d. your claim relates to the cost of repairing or replacing the windscreen or window glass in your vehicle if it is accidentally broken.

Premiums are calculated prior to no claim bonus discount being applied. The premium for a policy may increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

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

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

## **4. Choice of repairer**

You have the right to choose any repairer from the Allianz Repairer Network to repair the damage to your vehicle. Before becoming a Network Repairer, applicants are assessed on their reputation to

perform quality repairs, expertise of staff, repair turnaround times, workshop equipment and facilities, and location.

Once part of the Network, performance is regularly reviewed to maintain standards of service. You can be assured that we strive to achieve the best repair outcome for you by working closely with our Network Repairers.

Of course you can elect to choose a non-Allianz Network Repairer. In this case we will work closely with your nominated repairer, however we may require a second quotation from a repairer chosen by us. We will then choose to either:

- Authorise the repairs at your repairer of choice, or
- Pay you a fair and reasonable amount to repair your vehicle; or
- Move your vehicle to a repairer we both agree will repair your vehicle. In the instance that we both agree to move your vehicle we will provide you with a rental car for up to 3 days in addition to any other benefit provided under this policy.

## **5. Authorising repairs**

- a. Where you have comprehensive cover you may only authorise emergency repairs as detailed on page 20 under "Emergency repairs". You cannot authorise further repairs to your vehicle without our prior consent.
- b. Before we make a decision regarding your claim and repairs to your vehicle, we may need to inspect your vehicle. A motor vehicle assessor will be appointed by us. We or our assessor will make the necessary arrangements with you.

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

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

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

## **7. Sublet repairs**

If your vehicle requires us to engage the services of a specific specialist repairer and/or supplier we may sublet that component to such repairer or supplier.

## **8. Guarantee and warranty**

We guarantee materials and workmanship on repairs we authorise for as long as you own or lease your vehicle. This guarantee is not transferable.

## **9. Assist us with your claim**

You must assist us with your claim. This means give us all the information and assistance with your claim which we may reasonably require. If you do not we may not pay your claim or provide cover.

If we have the right to recover any amount payable under this policy from any other person, you must co-operate with us in any action we may take.

## **10. Our rights of recovery**

- a. We have the right to recover from any person, in your name, the amount of any claim paid under this policy and we have full discretion in the conduct, settlement or defence of any claim in your name. If we recover more than the amount we have paid to you or on your behalf, we will pay you the balance.
- b. The amount of excess you have paid will only be refunded when we have recovered the total amount we have paid under your claim, unless we have agreed otherwise.

## **11. Salvage of your vehicle when it is a total loss**

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle:

- the wreckage of your vehicle will become our property, and
- we will keep the proceeds of any salvage sale.

## **12. Payment of unpaid premium when your vehicle is a total loss**

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle:

- the amount of any unpaid premium for the period of insurance will be deducted from the amount payable to you, and
- if we are replacing your vehicle, you must pay us the balance of any unpaid premium or instalments for the period of insurance.

### **13. No return of premium after a total loss**

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle, no return of premium will be made for any unused portion of the premium.

### **14. GST**

We will adjust your claims payment in accordance with the GST provision noted under “Conditions of cover”, “GST Notice” on page 40.

# Other information

## Renewal procedure

Before this policy expires we will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that you check the information shown before renewing each year to satisfy yourself that the details are correct.

## Your Duty of Disclosure

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your application for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the Policy with us to that which applies when you renew, vary, extend, reinstate or replace your Policy. We set these two duties out below.

### **Your Duty of Disclosure when you enter into this Policy with us for the first time**

You will be asked various questions when you first apply for this Policy. When you answer these questions, you must:

- give us honest and complete answers;
- tell us everything that you know; and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

### **Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your Policy**

When you renew, vary, extend, reinstate or replace the Policy, your duty is to tell us before the renewal, variation,

extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your Policy.

### **What you do not need to tell us for either duty**

You do not need to tell us about any matter:

- that diminishes our risk;
- that is of common knowledge;
- that we know or should know as an insurer; or
- that we tell you we do not need to know.

### **Who do the two duties above apply to?**

Everyone who is insured under the Policy must comply with the relevant duty.

### **What happens if you or they do not comply with either duty?**

If you or they do not comply with the relevant duty, we may cancel the Policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the Policy as if it never existed and pay nothing.

## **Privacy Act 1988 – Information**

We collect your personal information directly from you where reasonably practicable or if not, from other sources. We collect it to provide our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of our related companies and alliance partners that may interest you (but you can

opt out of this by calling the Allianz Direct Marketing Privacy Service Line on 13 2664 EST 8am-6pm, Monday to Friday or indicate your decision in the appropriate area of the Privacy section of our website at [www.allianz.com.au](http://www.allianz.com.au)). If you do not provide the information we require we may not be able to provide you with this service.

We disclose information to third parties who assist us in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, your agents and other persons where required by law). We also provide this information to financiers and motor vehicle manufacturers if we have a relationship or insurance scheme in place with them under which you purchased your policy. We prohibit them from using it for purposes other than those we supplied it for. Where you provide us with information about another person for the above purposes, you must tell us if you haven't got their consent to this. If you wish to gain access to your personal information (including to correct or update it), have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other query relating to Privacy, contact us on 13 2664 EST 8am-6pm, Monday to Friday.

From time to time we may advise or offer you information on other Esanda products or services that may be relevant and of interest to you. If you do not wish to receive these offers or information please call the Allianz Direct Marketing Privacy Service Line on 13 26 64 EST 8am-6pm, Monday-Friday or indicate your decision in the appropriate area of the Privacy section of our website at [www.allianz.com.au](http://www.allianz.com.au).

## General Insurance Code of Practice – providing you with even better service

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this policy.

## Dispute resolution process – helping you solve any problems

We have a free internal complaints resolution process that can be accessed by contacting us using the details on the back cover. If this process doesn't resolve the complaint we will give you information about how to access available external dispute resolution schemes.

## If this insurance has been issued through an insurance intermediary

If your policy has been issued through our agent, or a broker who is acting under a binder arrangement with us, then they are acting as our agent and not as your agent.

If your policy has been issued by a broker, other than a broker acting under a binder arrangement with us, then the broker is acting as your agent.

Where this policy has been arranged through an intermediary a commission is payable by us to them for arranging the insurance.

## Phoning for assistance

If you need to clarify any of the information contained in this policy wording or you have any other queries regarding your insurance policy, please use the contact details on the back cover.



For all general enquiries please call Esanda Insurance  
on 1300 783 575

For all claims enquiries please call Allianz  
on 1300 362 108

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