



QBE Insurance (Australia) Limited

Motor Vehicle

**Insurance Product Disclosure
Statement and Policy Wording**

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

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

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

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

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

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

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

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

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

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About this booklet

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

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

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

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

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

For more information or to make a claim

Please take the time to read through this booklet. Call us on 1300 734 729 if you need more information, would like to confirm a transaction or to make a claim.

The claims section at the end of this booklet sets out the full details of what you need to do in the event of a claim.

About QBE

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

Important Information

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

The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, 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 bonus 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.
-

No Claim Bonus

You may qualify for a No claim bonus when you have a good claims history. The No claim bonus is a discount we apply to the premium we calculate before optional extras, government charges, adjustments if you choose any voluntary excess and loyalty discounts.

How is your No claim bonus determined when you buy a new Policy?

When you buy a new Comprehensive Policy we ask you the number of years you have held your license and your claims history. This is used to determine your No Claim Bonus.

The No claim bonus levels we have are:

No Claim bonus Levels	Discount
Rating 1	Up to 60%
Rating 2	Up to 50%
Rating 3	Up to 40%
Rating 4	Up to 30%
Rating 5	Up to 20%
0 years claim free	0%

What happens to your No claim bonus when you renew your Policy?

If you don't make any claims during the preceding period of insurance, your No claim bonus will be increased by up to 20% at renewal. This will continue until you reach our highest No claim bonus discount of up to 60%.

On renewal your No claim bonus may be reduced based on the number of claims, the types of claim(s) you have made, under this Policy and if your Policy Schedule shows you have opted into the following Optional benefits:

- No claim bonus protection
- Lifetime No claim bonus protection

The table below explains how your No claim bonus is affected by different claims each Policy period:

Type of claim	With No Optional benefits	With Optional benefit: 'No claim bonus protection'	With Optional benefit: 'Lifetime No claim bonus protection'
<p>No Claims for the policy period</p> <p>or</p> <p>Only Claims where your vehicle did not cause or contribute to the incident claimed and you are able to provide us with:</p> <ul style="list-style-type: none"> - the full name and address of each responsible person involved in the incident, and; - each vehicle's registration number, if they were using a vehicle. <p>Or</p> <p>Windscreen or window glass only claims</p>	<p>Your discount increases by one rating level, up to the highest level of Rating 1.</p>	<p>Your discount increases by one rating level, up to the highest level of Rating 1.</p>	<p>Your discount will not change from the highest level of Rating 1.</p>

Type of claim	With No Optional benefits	With Optional benefit: 'No claim bonus protection'	With Optional benefit: 'Lifetime No claim bonus protection'
Any other claims	Your discount decreases by one rating level for each claim.	If you have one claim, your discount will not change. For more than one claim, your discount decreases by one rating level for each claim..	Your discount will not change from the highest level of Rating 1.

Each year we re-calculate your premium. Your premium may still change due to underwriting and other factors.

Cooling-off period

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

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

To cancel your Policy within the cooling-off period, send an email to enquiries@qbe.com.

General Insurance Code of Practice

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

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

Privacy

We take the security of your personal information seriously.

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

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

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

Complaints

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

Step 1 - Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

Step 2 - Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

Step 3 - Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

Step 4 - Still not resolved?

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

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE Customer Care, AFCA or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> • complaints@qbe.com, to make a complaint. • privacy@qbe.com, to contact us about privacy or your personal information. • customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial claims scheme

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

How to contact APRA

Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Policy Wording

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

Our agreement

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

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

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

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

Excesses

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

How much we'll pay

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

Paying your premium

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

Annual premium

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

Instalment payments

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

At renewal

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

What happens if you miss an instalment

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

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

If your payment details change

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

Adjustment of premium on renewal

If we offer to renew your Policy, we will send you a renewal offer. If you make any changes to your Policy after we send you our renewal offer, and we agree to continue to insure you, we'll send you an updated renewal offer and you'll need to pay us any additional premium to ensure your cover is not affected. If you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

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

This condition doesn't affect any other rights we have at law or under this Policy.

Words with special meanings

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

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

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	A person or entity with a security interest.
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.

Word or term	Meaning
Market value	<p>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 assist in determining the market value we may also use 'The Red Book' price guide, 'Glass's Dealer Guide' or other available information.</p>
Modification	<p>any alteration to your vehicle's standard body, interior, engine, suspension, wheels, tyres or paintwork which could affect its value, safety, performance or appearance.</p> <p>There is no cover 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.</p>
MVIRI Code-approved assessor	<p>An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash and Repair Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.</p> <p>To assess whether your vehicle is a total loss, we will only appoint a MVIRI Code-approved assessor.</p>
Non-standard accessory	<p>any fitted items owned by you, which are not a standard accessory fitted to the model of your vehicle. Examples can include a:</p> <ul style="list-style-type: none"> • blue tooth kit, sunroof, mag wheels, bull bar or permanently fixed global positioning system (GPS); • audio visual equipment; • rear parking sensors.

Word or term	Meaning
	There is no cover for any fitted non-standard accessory unless it is shown on your Policy Schedule.
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Personal items	<p>essential daily items such as clothes, glasses and luggage. Personal items do not include:</p> <ul style="list-style-type: none"> • mobile phones, portable Global Positioning Systems and electronic devices; • cash, cheques, credit cards and negotiable instruments; • tools of trade.
Policy Schedule	<p>One of the following:</p> <ul style="list-style-type: none"> • Policy Schedule • Renewal Schedule • Alteration Schedule.
Premium	What you pay us to insure you. It's the cost of this Policy.
Removable safety equipment	any child's booster seat, baby capsule or fire extinguisher owned by you.
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
Standard accessories	<p>any item included in the standard configuration of a particular vehicle make and model. They do not affect the performance of the vehicle, examples can include:</p> <ul style="list-style-type: none"> • air conditioning; • headlight protectors; • floor mats. <p>Standard accessories are automatically insured as part of the vehicle and therefore are not required to be specified.</p>

Word or term	Meaning
Suitable hire car	<p>A hire car that takes into account:</p> <ul style="list-style-type: none"> • the type and size of the damaged vehicle • the ordinary daily uses of the damaged vehicle • whether any additional safety devices were part of the damaged vehicle, such as child seats or disability related modifications.
Sum insured	<p>either agreed value or market value as shown on the Policy Schedule.</p>
Total loss	<p>when an MVIRI-Code approved assessor assesses repairs to your vehicle as uneconomical and includes where the repair costs and salvage value when added together are likely to exceed the sum insured of your vehicle.</p>
Use	<p>use of your vehicle for one (1) of the following:</p> <ul style="list-style-type: none"> • private use, which means for: <ul style="list-style-type: none"> ◦ 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: <ul style="list-style-type: none"> ◦ private use; plus ◦ the majority of normal working hours being spent using your vehicle for business or work purposes; • commercial use, which means for: <ul style="list-style-type: none"> ◦ private use; plus ◦ use in a business: <ul style="list-style-type: none"> › where your vehicle is licensed for the carriage of goods; or › as a primary producer.

Word or term	Meaning
	<p>Important note: Insurance is limited for some types of business or commercial use. Please refer to 'General exclusions - The use of your vehicle'.</p>
We, our, us	<p>QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.</p>
You, your	<p>The person(s) named in your Policy Schedule as the insured.</p>
Your trailer	<p>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.</p> <p>Refer to standard benefits on page 32 for the insurance we provide on a single axle box trailer.</p>
Your vehicle	<p>the registered motor vehicle owned by you which is described in the Policy Schedule including:</p> <ul style="list-style-type: none"> • standard accessories and removable safety equipment; plus • any fitted non-standard accessory or modification, as shown in the Policy Schedule. <p>Also included is:</p> <ul style="list-style-type: none"> • a replacement motor vehicle if insured by us under the change of vehicle benefit; • a substitute vehicle as described under 'Driving another vehicle' (page 25); • your trailer for the purpose of the insurance exclusions under 'General exclusions' (page 44).

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 Policy 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 person's 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 cover 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 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.

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 18 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 17 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 27.

Excesses may apply. See payment of excesses on page 67.

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.

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 35.

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 35.

Legal liability

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 'General exclusions - Legal liability' on page 47.

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 (which will not be unreasonably withheld) 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.

Standard benefits

If you make a claim under this Policy and your claim is accepted, 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	<p>We guarantee the quality of the repairs (including sublet repairs) for any defect due to faulty workmanship or faulty material for the life of your vehicle</p> <p>The guarantee only extends to repairs that have been authorised and managed by us. In the event of a claim on the guarantee, we would need to confirm that the fault resulted from the repairs that we authorised and not from another cause.</p> <p>We are also unable to offer the guarantee where you have chosen the repairer and we have paid you the reasonable cost of repairs.</p>	✓	<p>✓</p> <p>limited to incidents caused by fire or theft.</p>	<p>✓</p> <p>uninsured motorist benefit only</p>

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Choice of repairer	<p>If you lodge a claim and your claim is accepted we can refer you to a QBE accredited repairer or you can nominate a repairer of your choice.</p> <p>You must not authorise the repair of your vehicle without our written authority.</p> <p>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 63).</p>	✓	✓ limited to incidents caused by fire or theft.	✓ uninsured motorist benefit only
Essential temporary repairs	<p>We will pay a maximum of \$500 for essential temporary repairs to allow your vehicle to be driven immediately after the incident.</p>	✓	✗	✗
Hire car following a theft	<p>If your vehicle is stolen and it is necessary for you to hire another vehicle, we will reimburse you the reasonable daily cost of a suitable hire car:</p> <ul style="list-style-type: none"> from a hirer we approve; 	✓	✓	✗

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	<ul style="list-style-type: none"> • 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; <p>which ever happens first.</p> <p>We need you to give us the hire car receipts or other evidence of expenditure for the hire car so that we can reimburse you. We will not pay for fuel or any other charges.</p>			
Travelling expenses	<p>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.</p>	✓	x	x
Towing costs	<p>If your vehicle is damaged, and your claim is accepted, we will pay the reasonable cost of removal to the nearest repairer or place of safety or to another place we have authorised.</p>	✓	x	x

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Personal items	We will cover up to \$500 for personal items, as defined on page 19, damaged in your vehicle as a result of an accident where your claim is accepted, excluding any claims for theft and or attempted theft.	✓	x	x
Replacement of keys and recoding of locks	<p>If the keys to your vehicle have been stolen, and your claim is accepted, 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.</p> <p>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.</p> <p>Cover under this benefit does not entitle you to a claim for a rental vehicle or any other additional benefit.</p>	✓	x	x

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
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	<p>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:</p> <ul style="list-style-type: none"> • 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. 	✓	✗	✗

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
Trailer cover	<p>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.</p> <p>Important notes:</p> <ul style="list-style-type: none"> 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. 	✓	x	x
Windscreen cover	<p>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.</p> <p>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.</p>	✓	x	x

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	<p>Should you wish to purchase additional windscreen protection please see the 'Excess-free windscreen and window glass protection' option on page 41.</p> <p>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.</p>			
Re-delivery costs	<p>If you live over 100km from the place where we authorise your repairs to be done, we will pay the cost of re-delivery of your vehicle to your home, to a limit of \$500.</p>	✓	✓	<p>✓</p> <p>uninsured motorist benefit only</p>

Benefit	Description	Comprehensive	Third party fire & theft	Third party 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	<p>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:</p> <ul style="list-style-type: none"> • 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	<p>If your vehicle is accidentally damaged in a collision with another vehicle where:</p> <ul style="list-style-type: none"> the other driver is totally at fault (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene); the owner of the vehicle or the other driver has no insurance covering damage to the property of a third party (or we cannot confirm this through our enquiries within a reasonable period of time); and you are able to provide us with the registration number of the other vehicle and the name and address of the driver of the other vehicle; <p>we will 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.</p>	✓	✓ \$5,000 limit applies	✓ \$5,000 limit applies

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	<p>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.</p> <p>Note: The \$5,000 limit does not apply to comprehensive policies.</p>			
Finance gap cover	<p>Where:</p> <ul style="list-style-type: none"> • your vehicle is assessed as 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. 	✓	x	x

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
	<p>We will pay:</p> <ul style="list-style-type: none"> 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. <p>Provided:</p> <ul style="list-style-type: none"> 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; 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 31 and page 41 for more information on replacement cover). 			

Benefit	Description	Comprehensive	Third party fire & theft	Third party only
After accident cleanup	We cover your legal liability to pay for the cleaning up of any debris of your vehicle following an accident.	✓	x	x
Legal liability	The maximum amount we will pay is \$1,000 for any one (1) accident. 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 24.)	✓	✓	✓
✓	= covered			
x	= not covered			

Optional benefits

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	<p>If you select this option and your vehicle is involved in an incident that is covered under this Policy, and your claim is accepted, we will reimburse you for the costs you incur of a suitable hire car while your vehicle is being repaired or if deemed a total loss.</p> <p>We will reimburse you an amount up to the maximum daily rate as shown on your Policy Schedule:</p> <ul style="list-style-type: none"> • for a maximum of fourteen (14) days; or • until your vehicle is repaired; or • until we pay your claim; <p>whichever happens first.</p>	✓	x	x

Option	Description	Comprehensive	Third party fire & theft	Third party only
	<p>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. We need you to give us a copy of the rental agreement or any receipts for the hire car so that we can reimburse you. If the cost of the hire car is more than the maximum daily rate, you will have to pay the difference.</p> <p>We do not pay for:</p> <ul style="list-style-type: none"> • 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. <p>We will not cover you under this optional benefit if your vehicle is stolen, because you may be able to claim under the 'Hire car costs following theft' standard benefit (see page 28).</p>			

Option	Description	Comprehensive	Third party fire & theft	Third party only
	<p>Note: This option is only available to be added to your Policy on inception or renewal only.</p>			
Excess-free windscreen and window glass protection	<p>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.</p> <p>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.</p>	✓	x	x
4 year new car replacement	<p>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:</p> <ul style="list-style-type: none"> you purchased it new from the manufacturer or their dealer or as a demonstrator vehicle; and 	✓	x	x

Option	Description	Comprehensive	Third party fire & theft	Third party only
	<ul style="list-style-type: none"> • 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. <p>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.</p> <p>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.</p>			

Option	Description	Comprehensive	Third party fire & theft	Third party only
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.	✓	x	x
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.	✓	x	x
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.	✓	x	x
<p>✓ = available</p> <p>x = Not available</p>				

General exclusions

These general exclusions apply to all sections of this Policy.

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 noted the details of that person's driving licence or other form of legal identification.	When your vehicle is stolen by a friend or prospective buyer after you have given them permission to use it.
<p>When the damage is:</p> <p>(i) the result of normal wear and tear, rust or corrosion to your vehicle.</p>	(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.

Theft or damage to your vehicle	For example, but not limited to:
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.
<p>When the theft or damage is:</p> <p>(i) to a non-standard accessory not shown on the Policy Schedule.</p>	(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.
<p>(ii) to a modification not shown on the Policy Schedule.</p>	(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.
<p>(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 19.</p>	(iii) theft of glasses, clothing, jewellery, camping gear, sporting equipment from your vehicle.

Theft or damage to your vehicle	For example, but not limited to:
For financial or consequential loss.	<p>Financial or non-financial consequential loss related to your claim, such as:</p> <ul style="list-style-type: none">• lost profits or income caused by your inability to use your vehicle or to use damaged personal property;• loss due to delay in repairs because a part isn't readily available;• any diminished value of your car after it's been properly repaired.

Legal liability	For example, but not limited to:
<p>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).</p>	<p>You would have no insurance under this Policy for any vehicle or trailer:</p> <ul style="list-style-type: none"> • 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 <p>For example, but not limited to:</p> <ul style="list-style-type: none"> • even though you were not required to have CTP 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.
<p>For accidental bodily injury or death to a family member.</p>	<p>Serious collision resulting in bodily injury or death.</p>
<p>For fines or penalties (including any interest and costs) incurred by an insured person.</p>	<p>Court imposed fines.</p>
<p>For any punitive, aggravated, exemplary, or multiple damages (including any interest and costs) against an insured person.</p>	<p>Court imposed settlement.</p>

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

Alcohol, drugs, driving licence	For example, but not limited to:
<p>(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.</p>	<p>(iii) you are driving a vehicle that is outside your licence class or condition.</p>
<p>If you or an insured person, following the incident, refused to take a Police alcohol or drug test.</p> <p>But you will have insurance if the person driving your vehicle was not you or a family member, and you had no reason to suspect that the person was affected by alcohol or drugs or did not have a driving licence.</p> <p>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.</p>	<p>Refusing to take a Police breathalyser test.</p>

The use of your vehicle	For example, but not limited to:
<p>If at the time of the incident your vehicle was being driven by you or an insured person and was:</p> <p>(i) not registered.</p>	<p>(i) your vehicle's registration had expired or your vehicle was not licensed.</p>
<p>(ii) being used for an unlawful purpose.</p>	<p>(ii) your vehicle was being used by you in a robbery or was being used to transport illegal drugs or stolen goods.</p>
<p>(iii) being used:</p> <p>(a) on a race track, speedway track or course,</p> <p>(b) for driver training or driver instruction on a race track, speedway track or course unless your Policy is endorsed for such use,</p> <p>(c) in preparation for a race, time-trial, hill-climb or any other competitive motor sport or contest,</p> <p>(d) in a rally or event where the road was closed to public traffic.</p>	<p>(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.</p>
<p>Being used for carrying passengers for hire, fare or reward but this does not apply to car pooling.</p>	<p>Using your vehicle as a taxi.</p>
<p>Being let out on hire.</p>	<p>Allowing someone the temporary use of your vehicle in exchange for payment.</p>

Condition of your vehicle	For example, but not limited to:
<p>If at the time of the incident your vehicle was:</p> <ul style="list-style-type: none"> (i) in an unsafe, unroadworthy or illegal condition, but this does not apply if: <ul style="list-style-type: none"> (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. 	<p>(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.</p>
<ul style="list-style-type: none"> (ii) overloaded, but this does not apply if the overloading did not contribute to the cause of the incident. 	<p>(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.</p>

Intentional acts	
<p>If the incident arises out of an intentionally harmful or damaging act by:</p> <ul style="list-style-type: none"> • 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, arising from, or in connection with:

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

Sanctions limitation and exclusion clause

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

Laws impacting cover

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

General conditions

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

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

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

Assistance and co-operation

You must provide reasonable assistance to us, including:

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

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

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

Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor, for example:

- leaving your car keys inside your car and leaving it unattended, such as when going to pay for petrol
- failing to lock your car's windows and doors when you leave it unattended
- continuing to drive your car after it has been damaged or is overheating
- not securing your car after it has broken down, been damaged or you've been notified it has been found after it was stolen.

There is also no cover if:

- you've given someone else permission to use your car and then they steal it
- you or anyone using your car admits fault or liability for an incident, unless we would have provided cover under your Policy anyway

At all times you must:

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

There is no cover if, at the time of the incident, your car:

- did not meet registration requirements in your state or territory; or
- was unroadworthy or in an illegal condition, unless its conditions did not cause or contribute to the incident.

Changes to your circumstances

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

- there is any change to the names of the vehicle's owners, or
 - there is any change to the use of your vehicle(s), or
 - you have a change of address, including any changes to where your vehicle(s) are stored, or
-

- there is any change to the vehicle to be insured by this Policy, or
- there is a new regular driver of the vehicle, or
- your contact details like email, phone number or mailing address change, or
- you want to change the cover options selected, or
- you wish to modify your vehicle, or
- a non-standard accessory has been added, or
- there is any other change to the details listed in your Policy Schedule.

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

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

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

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

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium, or
 - you have paid the additional premium by the due date we give to you. If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the most recent contact details you provided to us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Certificate of Insurance. If you request any change to cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.
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If you tell us about a change in your car or car's value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

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

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

- the premium you have already paid on your Policy; and
- the remaining period of insurance.

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

Other interests

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

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

Claims

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

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 as soon as possible following theft or malicious damage or where you are required by law to do so, and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss.
- ✓ At the scene of the accident where reasonably possible, 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.
- ✓ Where necessary, obtain the following details of 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.

Where necessary, obtain and provide the following details of witnesses:

What you or an insured person must do

	<ul style="list-style-type: none"> • name, • address, • daytime phone number.
✓	<p>Call us on 1300 734 728 as soon as possible when you discover that an incident likely to result in a claim has occurred. We will explain the claims process so you understand what you need to do next.</p> <p>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.</p>
✓	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. You and any relevant insured person, must comply with all the requirements of this section and give us any relevant information we request and provide reasonable assistance throughout the claim or any proceedings.
✓	<p>At our request, we may need you to:</p> <ul style="list-style-type: none"> • 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 67 for more information on your excess and when you are required to pay an excess.
✓	Provide every relevant notice or communication from another party. You or any relevant insured person must provide us as soon as possible with every relevant 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

x	Admit guilt or fault (except in court or to the Police).
x	Offer or negotiate to pay a claim.
x	Admit liability.
x	Dispose of any damaged items without first seeking our approval.
x	Authorise repairs. Except for essential temporary repairs, see 'standard benefits' on page 28, you are not authorised to commence repairs without our approval.
x	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.
x	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.

Claim payments and GST

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

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice. Unless we say otherwise, all amounts in your Policy are inclusive of GST.

How claims administration and legal proceedings are undertaken

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

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

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

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

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

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

How a claim affects your sum insured

If we pay a claim:

- on a total loss basis, your Policy with us ends (see 'Cancelling your Policy'),
- 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.

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

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

Preventing our right of recovery

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

Providing evidence and information

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

- police reports
- medical reports
- proof or evidence of loss or damage
- proof or evidence of ownership
- receipts or tax invoices confirming purchase of your vehicle or any accessories, and
- all service and repair records.

We won't pay any claim when the only proof of ownership is:

- a photograph
- a photocopy of any documentation
- a copy of information downloaded from the internet

unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for.

Salvage

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

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.

Repair information

Choice of repairer

If your claim is accepted we can refer you to a QBE accredited repairer or you may nominate a repairer of your choice.

You have to ask us before getting your vehicle repaired.

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 to have your vehicle repaired, directly to the repairer we have authorised to carry out the repairs.

Reasonable costs are determined by 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 be able to provide our lifetime guarantee (see page 27) on repairs and where permitted by law, we will pay only 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 this might be necessary, we'll talk to you beforehand about how you would like to proceed.

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 (including installation) 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.

Total loss

What happens when your vehicle is a total loss

If your vehicle is assessed as a total loss by an MVIRI Code-approved assessor, and your claim is accepted, 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.

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

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 we require to remove any security interest in your vehicle after your loan or finance agreement has been discharged.

Policy comes to an end following total loss

If you purchase another vehicle or we provide a replacement vehicle, new insurance cover is required. This may be a new policy, or it may mean adding the new vehicle onto your existing Policy.

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

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

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

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

Excesses

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 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	<p>If the driver at the time of the incident is within the specified age group shown on your Policy Schedule.</p> <p>This excess does not apply when:</p> <ul style="list-style-type: none"> • 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	<p>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.</p> <p>It is your responsibility to notify us of drivers of your vehicle because your premium or excess could be affected.</p>
An imposed excess	<p>This is an excess we may require under your Policy. We would not have accepted you or your vehicle for insurance without this excess.</p> <p>If an imposed excess has been applied it will be shown on the Policy Schedule.</p>
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:

- the other driver involved in the collision was totally at fault (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene);
 - you are able to provide us with the name and address of the other driver and the registration number of the other vehicle, and
 - the amount of your claim exceeds the applicable excesses under the Policy.
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Other terms

These other terms apply to how your Policy operates.

Cancelling your Policy

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

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

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

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

When there is more than one insured

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid.

Notices

We'll consider an email to be received by you when it enters your mail server, but in any event no later than 24 hours from the time it's sent out of our data system. You can choose to receive your policy documents by post and you can change your preference at any time. It's your responsibility to make sure we have your current email and mailing address on record, so you must let us know as soon as these change.

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