

# **MOTOR INSURANCE**

COMPREHENSIVE THIRD PARTY PROPERTY DAMAGE

**Combined Financial Services Guide** and **Product Disclosure Statement** 

**Effective Date 1 November 2022** 



# **TABLE OF CONTENTS**

ntroduction	3
mportant information	4
Cooling-off period	5
/hen answering our questions	
bout your premium	9
How we determine your premium	9
How to pay your premium	10
bout the value of your vehicle	
laims	13
About making a claim	13
Excesses	14
Choice of repairer	17
Replacement parts, extras and accessories	17
Windscreen or window glass repairs	18
What happens after you make a claim	18
When we may refuse a claim	21
Hire car arrangements	21
Claims examples	22
eneral Insurance Code of Practice	
Notor Vehicle Insurance and Repair Industry Code of Conduct	
oods and Services Tax	
rivacy	
omplaints	
inancial claims schemes	
onfirmation of transactions	
enefits summary	
/hat you are covered for	32
Accidental loss or damage to your vehicle	33
Legal liability – third party property damage	34
dditional benefits	
ptional covers	
eneral terms and conditions	
eneral exclusions	51
efinitions	55

# PRODUCT DISCLOSURE STATEMENT (PDS)

# INTRODUCTION

## **About this Product Disclosure Statement**

This Product Disclosure Statement (PDS) is an important document. **You** should read it carefully before making a decision to purchase this product.

This PDS will help you to:

- decide whether this product will meet your needs; and
- compare this product with other products you may be considering.

The information contained in this PDS is general information only. It is important **you** read **your** policy to ensure **you** have the cover **you** need.

Any terms in this PDS that are in **bold** are words that have a particular defined meaning. **You** should refer to the 'Definitions' section of this document beginning on page 55 to obtain the full meaning of such terms.

Headings have been included for ease of reference, but do not form part of the policy.

This PDS is made up of two parts:

- important information (beginning on page 4); and
- policy wording (beginning with the section 'What you are covered for' on page 32) terms and conditions of the cover provided.

This Combined FSG and PDS was prepared on 13 September 2022.

# **Updating this PDS**

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting **your** intermediary or by contacting **us** using **our** contact details on the back page of this PDS.

Please note that **we** may also choose to provide **you** with a new or supplementary PDS in other circumstances.

## IMPORTANT INFORMATION

## **About Blue Zebra**

Blue Zebra Insurance Pty Ltd (**BZI**, **we**, **us** or **our**) ABN 12 622 465 838, Australian Financial Services (AFS) Licence Number 504130, is an insurance underwriting agency and holds an AFS Licence to issue and provide general advice on general insurance products. From 1 January 2022 **BZI** is also authorised to provide claims handling and settling services.

BZI arranges and administers the policy. BZI acts under a binding authority for the insurer and not you.

## **About Youi**

The insurer is Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.

Youi Pty Ltd is an Australian registered company and is a wholly owned subsidiary of Youi Holdings Pty Ltd, a subsidiary of OUTsurance International Holdings Pty Ltd part of the Rand Merchant Investment Holdings (RMIH) Group.

Youi is a registered general insurance company and is regulated by the Australian Prudential Regulation Authority (APRA) and Australian Securities and Investment Commission (ASIC), a member of the Insurance Council of Australia (ICA) and a signatory to the General Insurance Code of Practice.

Youi's contact details are:

Phone: 13 YOUI (9684)

+61 7 3719 4800

Email: info@youi.com.au

Mail: PO Box 849. Buddina OLD 4575

## **About Steadfast**

Steadfast Group Ltd (Steadfast) ABN 98 073 659 677 is a public company that operates a large network of insurance brokerages in Australia known as Steadfast Brokers. This policy is available exclusively to **you** through a Steadfast Broker.

Steadfast does not issue, guarantee or underwrite this policy. Steadfast does not act on behalf of **BZI** or the **insurer**.

## About this insurance

Our Motor Insurance policy offers two levels of cover. If chosen:

- Comprehensive cover which covers your vehicle for accidental loss or damage and your legal liability;
- Third Party Property Damage cover which covers your legal liability only.

Depending on the level of cover **you** choose, **we** also provide a range of 'additional benefits' (see the section beginning on page 36) and **you** may also be able to add some 'optional covers' (see the section beginning on page 47 for more details on these covers and when they can be chosen).

For a summary of benefits available under this policy, please see the 'Benefits summary' section beginning on page 30.

To find out what this policy covers please read this PDS to ensure **you** have the cover **you** need.

# How to apply for this policy

Throughout this document when **we** are referring to **your** insurance broker or adviser, **we** simply refer to them as **your** intermediary.

If **you** are interested in buying this product or have any inquiries about it, **you** should contact **your** intermediary who should be able to provide **you** with all the information and assistance **you** require.

If **you** are not satisfied with the information provided by **your** intermediary, **you** can contact **us** at the address or telephone number shown on the back cover of this document. However, **we** are only able to provide factual information or general advice about the product. **We** do not give advice on whether the product is appropriate for **your** personal objectives, needs or financial situation. Therefore, **you** should carefully read this document before deciding whether to purchase this product or not.

# Cooling-off period

After you apply for (or renew) a BZI product and you have received the PDS, you have 30 days to check that the policy meets your needs. Within this time you may cancel the policy and receive a full refund of any premiums paid (less any non-refundable government charges, taxes and levies that we have paid and are not recoverable), unless:

- you have made a claim or become entitled to make a claim under your policy; or
- you have exercised any right or power you have in respect of your policy or the policy has ended.

**Your** request will need to be forwarded to **us** via **your** intermediary.

**You** can cancel **your** policy at any time after the cooling-off period. Please refer to 'Cancellation' under the 'General terms and conditions' section beginning on page 49.

# Our contract with you

**You** must pay **us** or **your** intermediary the agreed **premium** by the date due, to ensure there is cover under this policy. If **we** accept a claim under this policy, **you** will always need to pay **us** the **premium** due. **Your** policy is a contract of insurance between **you** and the **insurer**.

Your policy is made up of:

- This PDS which incorporates the policy wording beginning with the 'What you are covered for' section on page 32. This is common to all customers who buy our BZI Motor Insurance product. It tells you what is covered, sets out the claims procedures, exclusions and other terms and conditions of cover:
- Your policy schedule provided by us for the relevant period of insurance. The policy schedule is
  a separate document unique to you, which shows the insurance details relevant to you. It
  includes any agreed changes, exclusions, terms and conditions made to suit your individual
  circumstances; and
- Any other written change otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

This document is also the PDS for any offer of renewal **we** may make, unless **we** tell **you** otherwise. Please keep **your** policy documents in a safe place.

Unless stated otherwise in the policy, if there is more than one insured on the policy, then anything which any of the insureds says, does or omits to advise to **us**, applies to and affects the rights of all of the insureds under this policy or any claim made under it. **We** only need a request from one insured to change or cancel **your** policy, or to tell **us** where an approved claim payment should be paid.

# Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sublimits that **you** should be aware of when deciding to purchase **our** product. These things may affect the amount of the payment that **we** will make under a claim on this policy.

**We** may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of **your** sum insured shown in **your policy schedule** or some other amount, factor or item specified in the relevant clause or this document.

**You** should be aware of the following matters in considering whether this product is suitable for **your** needs.

# **Exclusion for new business policies**

There is no cover under this policy for bushfire, grassfire, storm, hail, flood or tsunami in the first 72 hours from the start date shown on **your policy schedule**. Very limited exceptions apply. For full details see the 'General exclusions' section beginning on page 51.

# **Excesses can apply**

For each of the available covers an **excess** may apply. Please refer to the 'Excesses' section on page 14 for more details.

#### **Exclusions**

In some circumstances, this policy contains a number of exclusions, some of which are common in insurance policies. Before making a decision about whether to purchase this policy, **you** should read the full details of all relevant exclusions, which are contained in this PDS. Some may not be relevant to **you**, however **you** should make yourself aware of all the exclusions that apply in all sections of this PDS.

Please refer to the 'General exclusions' section beginning on page 51 for the specific details.

#### General terms and conditions

General terms and conditions applicable to all cover provided under this policy set out **your** obligations with which **you** need to comply. Please refer to the 'General terms and conditions' section beginning on page 49.

In addition, **you** should make yourself aware of all the terms and conditions that apply to the various covers detailed within this policy. If **you** or someone else (to the extent they would normally be covered under this policy) claim on this policy and do not meet them, **we** may be able to decline or reduce the claim payment or cancel **your** policy.

## Make sure you have the cover you need

**You** should discuss with **your** intermediary the appropriate cover for **you** and the amounts and risks for which **you** need to be insured. If **you** do not adequately insure for the relevant risks **you** may have to bear any uninsured losses yourself.

You should also advise your intermediary to notify us as soon as possible when your circumstances change which are relevant to your policy. For instance, if you have made any modifications to your vehicle or the location it is parked overnight has changed then we should be notified. If you do not tell your intermediary of these changes, in the event of you suffering a loss or damage, your sum insured may not be adequate to cover your loss, or you may not even have any cover under your policy.

# When answering our questions

Under Australian insurance law **you** have a duty to take reasonable care not to make a misrepresentation when answering **our** questions. This means that when getting a quote, buying or amending a policy, **you** need to answer **our** questions accurately and completely.

This duty applies in the same way to someone answering **our** questions on **your** behalf, as well as anyone else who answers **our** questions and is to be covered by this policy.

If **we** send **you** a renewal invitation **you** also need to check if all of the information on it is accurate and complete.

If **our** questions are not answered accurately and completely, **we** may reduce or not pay a claim, cancel **your** policy or treat it as if it never existed.

## Renewal

At least 14 days before the policy expires **we** will provide **you** a notice, offering **our** renewal terms, or explaining the reason for not renewing **your** policy. If **we** offer to renew **your** policy, **you** are not obliged to renew the policy with **us**. **We** encourage **you** to check the new amounts to make sure they continue to cover **your** needs.

**You** must check all the information recorded in **our** offer of renewal and tell **us** immediately if any of it is inaccurate or incomplete. This includes any changes that have occurred during the term of **your** policy; for example, changes to the insured property, the address where the insured property is kept, and the people covered by **your** policy.

Any changes to the information in **our** offer of renewal may cause **us** to change **our** decision to offer renewal of **your** policy or the terms on which **we** offer such renewal. If **you** do not tell **us**, **we** may reduce or not pay a claim, cancel **your** policy or treat it as if it never existed.

If your nominated method of paying your premium is by direct debit, and you decide to renew this policy, then we will continue to debit your nominated bank account or credit card for the remainder of the period of insurance. If you pay your premium annually, you must pay the full amount by the due date shown on your renewal invitation in order for cover to continue into the renewed period of insurance.

This PDS (together with any amendments, updates or endorsements that **we** give **you** in writing) also applies for any offer of renewal **we** make, unless **we** tell **you** otherwise or provide **you** with a new updated PDS.

**Your** cooling-off period applies on each renewal. See page 5 for details.

Each renewal is a separate contract and not an extension of the prior contract.

## **ABOUT YOUR PREMIUM**

# How we determine your premium

The amount of your premium is determined by taking a number of different matters into account.

It is important for **you** to know in particular that the **premium** varies depending on the information **we** received from **you** about the risk to be covered by **us**. The higher the risk is, the higher the **premium** will be. Based on **our** experience and expertise **we** decide what factors increase **our** risk and how they should impact on the **premium**. Each insurer can do this differently.

In this product the following are some of the factors that are taken into consideration when determining the appropriate **premium**:

- the value of your vehicle, including any non-standard modifications or accessories that have been added to it;
- where the vehicle is parked overnight;
- the details of the **named drivers** of **your vehicle**, including their age, sex, driving experience and claims history;
- whether the **vehicle** is used for private purposes, or also used in conjunction with a business;
- the level of cover you have chosen and whether you have chosen any optional covers;
- whether you choose to pay your premium annually or by instalments;
- the excess you have chosen. If you elect to take a higher excess in the event of a claim, this will
  reduce the cost of your premium. Your intermediary can supply you with quotes based on
  differing amounts of excesses.

**Your** intermediary can arrange for **you** to be provided with a quote for a **premium**. **You** will need to give relevant personal details to **your** intermediary at this time to enable **us** to calculate **your premium**.

Another important thing to know is that **your premium** also includes amounts that take into account **our** obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Insurance Duty, Goods and Services Tax (GST) and Emergency Services Levy) in relation to **your** policy. These amounts will be set out separately on **your policy schedule** as part of the total amount due for the policy.

Also, minimum **premiums** may apply. Any discounts or entitlements may be subject to rounding and only apply to the extent any minimum **premium** is not reached.

**BZI** may also add an agency fee to the **premium** that is charged, and this will be shown on **your policy schedule**. The agency fee will only be refunded when the policy is cancelled within the cooling-off period (see page 5) or where the cancellation is effective from the start of the **period of insurance**.

# How to pay your premium

There are three ways that you can pay your premium:

- an annual payment to your intermediary;
- if provided, an annual payment directly to BZI from your credit card or from your bank account which can be arranged by you or your intermediary; or
- if provided, in monthly instalments by automatic deduction from your credit card or from your bank account which can be arranged by you or your intermediary.

You must pay your premium in the manner set out on your policy schedule.

## How to pay your premium via your intermediary

If **you** are paying **your** annual **premium** via **your** intermediary, **you** must pay them by the due date shown on **your policy schedule**. If **your premium** is unpaid after the due date **we** may be entitled to reduce or refuse to pay a claim or cancel this policy.

# How to pay your annual premium directly to BZI

If you are paying your annual premium directly to BZI, we will deduct your annual premium from your nominated bank account or credit card within three business days after the day the details of the credit card or bank account have been provided to us.

If an attempt to deduct **your** annual **premium** is dishonoured for any reason, **we** will notify **you** and/or **your** intermediary and provide details on:

- any actions required by you; and
- when we will next attempt to deduct the annual premium.

After three unsuccessful attempts to deduct the annual **premium**, **we** may cancel this policy. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and when the cancellation will become effective.

## How to pay your instalment premium

We will deduct your instalment premium each month from your nominated bank account or credit card on the day of the month shown on your policy schedule as your payment date (or the next business day if your payment date falls on a weekend or public holiday in any given month).

When **you** renew **your** policy, **we** will continue to deduct **your** instalment **premiums** for **your** renewed policy on the same day of the month, unless **you** tell **us** otherwise.

Further details of your instalments are shown on your policy schedule.

If any instalment **premium** is dishonoured for any reason, **we** will notify **you** and/or **your** intermediary and provide details on:

- any actions required by you; and
- when we will next attempt to deduct that instalment premium.

After three unsuccessful attempts to deduct a given instalment **premium**, **we** may cancel this policy. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and the date of cancellation.

In the event that **you** fail to make any of **your** instalment **premium** payments when they are due, **you** may be responsible for any administration or dishonour fees which may be charged by **your** financial institution.

**We** are entitled to deduct any unpaid **premium** instalments from any amount **we** pay under a total loss claim

**We** may not pay a claim under this policy if, at the time the claim occurred, any instalment of **premium** has remained unpaid for 14 days or more.

**You** must tell **us** if **your** nominated bank account or credit card details change. To ensure **your** cover is not affected, **you** must do this no later than 7 days before **your** next instalment is due.

If **your** policy has been included as part of a 'package' of **BZI** policies then the instalment **premiums** for all policies on that package will be combined and one instalment will be collected on each instalment date. The details of the combined instalment schedule for the package will be shown on **your** package schedule which **your** intermediary should provide to **you**.

If an instalment for a package is dishonoured for any reason then the approach detailed above will apply to all policies in that package. In particular, after three unsuccessful attempts to deduct a given instalment **premium** for a package, **we** may cancel all policies in the package. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and the date of cancellation.

## ABOUT THE VALUE OF YOUR VEHICLE

Under this policy we may insure your vehicle for an agreed value or for its market value. Your policy schedule will show whether your vehicle is insured for an agreed value or market value. Unless otherwise stated the value of your vehicle in this policy will include GST. Please see the 'Goods and Services Tax' section on page 27 for more details on how we will treat GST in the event of a claim.

### Agreed value

When **your vehicle** is insured for **agreed value**, the **agreed value** will be shown on **your policy schedule** and is the amount **we** agree to insure **your vehicle** for. The **agreed value** should include the value of any non-standard accessories or modifications added to **your vehicle**. See the 'Non-standard modifications and accessories' section below for more details.

#### Market value

When **your vehicle** is insured for **market value**, if there is a claim on **your vehicle we** will assess its **market value** at that point in time by considering:

- the condition of **your vehicle** and its age at the time of the incident giving rise to the claim;
- any non-standard accessories or modifications added to your vehicle that have been specified on your policy schedule (see below for more details);
- local market prices for vehicles similar to your vehicle; and
- one or more motor vehicle valuation guides commonly used by the motor industry.

#### Non-standard modifications and accessories

All tools, accessories and modifications on **your vehicle** that are supplied or fitted as standard features or equipment by the manufacturer are automatically included in the **market value** or **agreed value**.

If **your vehicle** has non-standard accessories or modifications added to it (including those fitted by the manufacturer or dealer) then they must be notified to **us** and **we** must agree to insure them under this policy, in which case:

- they will be shown on your policy schedule, including the value that they have been insured for which is the most we will pay for that item in any one claim; and
- we may charge an additional premium or impose a policy condition.

All performance-enhancing modifications must be notified to **us** so **we** can decide whether **we** agree to insure, or continue to insure, the **vehicle** including those modifications under this policy.

## **CLAIMS**

# About making a claim

#### How to make a claim

If you need to make a claim under this policy, please contact your intermediary to assist you in lodging the claim with us.

Alternatively, if it is an emergency outside business hours or **you** would like to lodge the claim with **us** directly, please use one of the following methods to do so:

- phone us on 1300 253 692 or +61 2 9301 8018 (if dialling from overseas); or
- register your claim online at www.bzi.com.au/newclaim and our claims staff will contact you.

## What you must do

If there is an incident which may result in you needing to claim under this policy, you must:

- ensure everyone is safe and if necessary call for emergency services;
- take reasonable steps to prevent and limit any further loss or damage;
- promptly make a report to the police if:
  - your vehicle has been stolen or maliciously damaged; or
  - your vehicle has been involved in an accident that has resulted in someone being injured;
     and provide us with the details of the police officer and police station where it was reported or the police event number;
- if your vehicle is involved in an accident you must take reasonable steps to collect the full
  names, addresses and vehicle registration numbers of all other drivers involved. If practicable,
  you must also collect the names and contracts details for any witnesses or owners of damaged
  property, for example of a fence your vehicle damaged.
- contact us promptly (see the 'How to make a claim' section above) and:
  - provide us with any information required to understand the circumstances of the loss or damage so we can lodge the claim and determine the most appropriate next action;
- tell us about your entitlement to input tax credits (ITCs) for your insurance premium if you are
  registered for goods and services tax (GST) (see the 'Goods and Services Tax' section on page 27
  for more detail);
  - **We** will tell **you** of the next steps to ensure the claim can be resolved without undue delay.
- notify **us** promptly if **you** receive or become aware of any of the following:
  - demands from other parties involved;
  - notices of prosecution or impending prosecution;
  - details of an inquest or official enquiry; or
  - other similar communications from anyone involved in the incident.

Any delay in telling **us** about of any of these may result in no cover for legal or other costs resulting from that delay.

## What you must not do

If you believe that you are likely to make a claim under this policy, you must not:

- admit to anyone that you were responsible for the loss or damage, or that the accident was your fault;
- negotiate, offer or promise any payments associated with the claim;
- accept any payment from anyone (including payment of any excess amount) unless you have our prior consent;
- agree to settle any claim without our prior consent;
- authorise or carry out any repairs without our authority, except emergency repairs which are
  required to allow you to safely drive your vehicle from the location of where the loss or damage
  occurred (please see the 'Emergency repairs' additional benefit on page 41);
- dispose of any property that has been damaged, or stolen property that is recovered; or
- make any false statements in connection with your policy or any claim you make.

If **you** do not follow these steps, **we** can reduce any claim by an amount that fairly represents the extent to which **our** interests have been prejudiced.

Please also read General Exclusions on page 51, to understand the very limited circumstances in which **we** may cover certain claims in connection with which false statements have been made.

#### **Excesses**

For each of the available covers, an **excess** may apply. An **excess** is not an additional fee charged by **us** at the time of making a claim. Rather, it is the uninsured first portion of a loss for which **you** are otherwise covered for under the policy's terms.

Details of the **excess** amounts and circumstances in which they will be applied are set out in the definition of **excess** (see 'Definitions' section beginning on page 55) and the relevant section of this PDS that explains the cover **we** provide.

In this policy one or more of the following **excesses** may apply, depending on the circumstances of the claim:

- basic excess:
- undeclared young driver excess;
- undeclared inexperienced driver excess;
- undeclared driver history excess.

The amount of these **excesses** will be shown on **your policy schedule** or in this PDS. Please refer to the remainder of the following sections for more details on when these **excesses** may apply.

In some situations no excess will need to be paid (see 'When you do not have to pay an excess' below).

If an excess applies to **your** claim, **you** will need to pay it to **us** or to one of **our preferred repairers** when **we** request it, and no later than when **we** are finalising the processing of **your** claim.

#### **Basic excess**

The basic **excess** applies to all claims on the policy unless specifically stated in the 'When you do not have to pay an excess' section below.

The basic excess you have chosen will be shown on your policy schedule.

# **Undeclared young driver excess**

The undeclared young driver **excess** applies to any claim where the driver of **your vehicle** (or **substitute vehicle**) at the time of the incident that gave rise to the claim:

- is under the age of 25; and
- is not a named driver listed on your policy schedule.

The undeclared young driver **excess** is payable in addition to the basic **excess** on the policy.

**You** will not be required to pay the undeclared young driver **excess** when:

- the basic excess is not payable (see 'When you do not have to pay an excess' below); or
- the claim is for one of the following (and the basic excess is payable):
  - loss or damage only to the windscreen, window glass, mirror glass or sunscreen glass;
  - damage by another vehicle while your vehicle is parked and this was not caused or contributed to by any user of your vehicle;
  - theft, attempted theft, vandalism or malicious damage; or
  - hail, storm, flood or fire damage; or
- the driver was:
  - a learner driver accompanied by someone with a full unrestricted Australian driver's licence; or
  - performing their duties as a car park or valet attendant, or whilst your vehicle was being repaired or serviced; or
- you can prove that you did not consent to that person driving your vehicle (or substitute vehicle).

# **Undeclared inexperienced driver excess**

The undeclared inexperienced driver **excess** applies to any claim where the driver of **your vehicle** (or **substitute vehicle**) at the time of the incident that gave rise to the claim:

- is aged 25 years or over; and
- has had their driver's licence for less than 2 years (Australian licence or international equivalent, including 'P plate' period); and
- is not a named driver listed on your policy schedule.

The undeclared inexperienced driver **excess** is payable in addition to the basic **excess** on the policy.

**You** will not be required to pay the undeclared inexperienced driver **excess** when:

- the basic excess is not payable (see 'When you do not have to pay an excess' below); or
- the claim is for one of the following (and the basic excess is payable):
  - loss or damage only to the windscreen, window glass, mirror glass or sunscreen glass;

- damage by another vehicle while your vehicle is parked and this was not caused or contributed to by any user of your vehicle;
- theft, attempted theft, vandalism or malicious damage; or
- hail, storm, flood or fire damage; or
- the driver was a learner driver accompanied by someone with a full unrestricted Australian drivers licence; or
- you can prove that you did not consent to that person driving your vehicle (or substitute vehicle).

## **Undeclared driver history excess**

The undeclared driver history **excess** applies to any claim where the driver of **your vehicle** (or **substitute vehicle**) at the time of the incident that gave rise to the claim:

- has had their driver's licence cancelled, suspended, disqualified or restricted in the 3 years prior to the start of the period of insurance; and
- is not a named driver listed on your policy schedule.

The undeclared driver history **excess** is payable in addition to the basic **excess** on the policy.

**You** will not be required to pay the undeclared driver history **excess** when:

- the basic excess is not payable (see 'When you do not have to pay an excess' below); or
- the claim is for one of the following (and the basic excess is payable):
  - loss or damage only to the windscreen, window glass, mirror glass or sunscreen glass;
  - damage by another vehicle while your vehicle is parked and this was not caused or contributed to by any user of your vehicle;
  - theft, attempted theft, vandalism or malicious damage; or
  - hail, storm, flood or fire damage; or
- you can prove that:
  - you did not consent to that person driving your vehicle (or substitute vehicle); or
  - you had no reason to suspect their driver's licence had been cancelled, suspended, disqualified or restricted in the 3 years prior to the start of the period of insurance.

# When you do not have to pay an excess

You will not be required to pay any excess if:

- the accident was not your fault, meaning:
  - it was a multi-vehicle collision and the driver of your vehicle did not cause or contribute to the accident; or
  - your vehicle was damaged by another vehicle while parked and this was not caused or contributed to by any user of your vehicle.

**You** will need to provide **us** with the full name and address of each responsible party, and the registration numbers of their vehicles involved in the accident.

 the claim is covered under the 'Windscreen excess waiver' optional cover for Comprehensive cover if it has been selected and added to your policy's cover (see page 47).

# Choice of repairer

#### If 'Choice of repairer' option has not been included

If **your policy schedule** shows that **you** have not included the 'Choice of repairer' option (see page 47) and **your vehicle** requires repairs under a claim on this policy which **we** have accepted, **we** will arrange for one of **our preferred repairers** near **your** location that has the right equipment and expertise to carry out those repairs.

A list of **our preferred repairers** is available on **our** website at bzi.com.au/claims-repairer-network.

If none of **our preferred repairers** are suitable to perform the repairs to **your vehicle** (for example if there are none within a reasonable distance) then **we** will work with **you** to identify another licensed repairer to undertake the repairs.

## If 'Choice of repairer' option has been included

If **your policy schedule** shows that **you** have included the 'Choice of repairer' option (see page 47) and **your vehicle** requires repairs under a claim on this policy which **we** have accepted, **you** can arrange for the repairs to be done by a licensed repairer of **your** choice. **We** will need to be provided with the quote for the repairs from the repairer of **your** choice so **we** can assess it and the proposed repair method.

If you choose for the **vehicle** to be repaired by a repairer of **your** choice that is not one of **our preferred repairers** then **we** can choose to:

- get a second quotation from a repairer chosen by us to determine the reasonable repair costs
  for your vehicle. This may require us to move your vehicle to another location and you must
  provide us with reasonable cooperation and access;
- authorise and manage the repairs to be done at the repairer of your choice; or
- not authorise or manage the repairs carried out by your chosen repair and instead pay you an amount equal to the reasonable repair costs. Note that when we do not authorise and manage the repairs via your chosen repairer then we will not provide a lifetime guarantee on the repairs to your vehicle that they perform (see below for the 'Lifetime guarantee for repairs' on page 20).

Whether **you** have included the 'Choice of repairer' option or not, where **we** have authorised the repairs **we** will work closely with the repairer to ensure that the best outcome for **your vehicle** is achieved.

# Replacement parts, extras and accessories

If we authorise and manage the repairs to **your vehicle** through one of **our preferred repairers** or a repairer of **your** choice, we will authorise that repairer to:

- only use genuine manufacturer parts if the **vehicle** is under its standard new vehicle warranty period (but not under extended warranty and not in relation to windscreens or window glass – see 'Windscreen or window glass repairs' below);
- otherwise use:
  - new parts where reasonably available; or
  - recycled or re-conditioned parts;

in each case the parts used will meet Australian Design Rules requirements and will be consistent with the age and condition of **your vehicle**.

The most we will pay for a spare part, extra or accessory is:

- the maker's last list price in Australia; or
- if it is not available in Australia:
  - the cost of the part, extra or accessory and the cost of freight from the nearest reasonable source of supply; or
  - the cost of a similar comparable spare part, extra or accessory;

plus an amount equal to the reasonable cost for fitting it to your vehicle.

# Windscreen or window glass repairs

If **your vehicle** requires repairs to a windscreen, window glass, mirror glass or sunroof glass, **we** may replace the glass with glass that was not produced by the original manufacturer but which will meet Australian Design Rules.

# What happens after you make a claim

## Settling or defending your claim

We will be solely responsible for determining whether you or the driver or user of your vehicle contributed to the cause of the accident or not.

If we accept the claim under this policy, only we have the right to:

- make or accept any offer or payment, or in any other way admit that you are liable;
- settle, or attempt to settle, any claim; or
- defend any claim.

## Assisting us with your claim

**You** or the claimant under this policy must reasonably assist **us** with managing, settling or defending the claim, including:

- providing us with the information, co-operation and assistance that we reasonably require. This
  may include attending one or more interviews at our reasonable direction;
- send us copies of any notice, letter, claim, writ or summons promptly after you or the claimant receive it: and
- co-operate with us in defending or settling the claim, or in recovering any amount payable under this policy from another person (see below).

**You** or the claimant under this policy must assist **us** even after the claim has been paid, for example if legal proceedings arise as a result of the incident giving rise to the claim.

If **you** or the claimant under this policy fail to reasonably assist **us** with the claim, **we** may reduce or refuse to pay it.

# Our rights of recovery

After **we** have paid a claim under **your** policy, either in total or in part, **we** have the right to take over any legal right of recovery which **you** or the claimant have. If **we** do this, it will be for **our** benefit and at **our** 

expense (if **you** have been fully reimbursed) and **we** have full discretion in the conduct, settlement or defence of any claim **we** bring in **your** or their name.

**You** or the claimant must not limit or restrict **your** or their rights of recovery against any third party without **our** prior written consent. If **you** or they prevent **our** right to recover by agreeing not to seek compensation from a person who is liable to compensate **you** or them for any loss, damage or liability that is covered under this policy, **we** will not provide **you** or them with cover under this policy for that loss, damage or liability.

If we recover more than the amount we paid you or the claimant, we will pay you or them the balance after deducting any expenses incurred by us in undertaking the recovery.

#### **Authorising repairs**

**You** cannot authorise repairs to **your vehicle** without **our** authority, except emergency repairs which are required to allow **you** to safely drive **your vehicle** from the location of where the loss or damage occurred (please see the 'Emergency repairs' additional benefit on page 41).

Prior to **us** making a decision about **your** claim and any repairs that may be required **we** may need to get a motor vehicle assessor to inspect **your vehicle**. **We** will make the necessary arrangements with **you** to allow this to happen.

# When we will pay the reasonable cost of repairing your vehicle

In the following situations, we will pay the reasonable cost of repairing your vehicle:

- if we cannot agree with you about the assessment of the required repairs or their value;
- if the parts required for the repair of your vehicle are not easily available;
- if we identify a concern with the pre-claim condition of your vehicle;
- if we identify a concern with the way your vehicle is to be repaired or the timing of that repair;
- if your policy schedule shows that you have not included the 'Choice of repairer' option but you
  have taken your vehicle to a repairer that is not one of our preferred repairers without our prior
  agreement; or
- if your policy schedule shows that you have included the 'Choice of repairer' option and you have chosen the repairer of your vehicle but we cannot agree with you or them about the repair quote or the way your vehicle is to be repaired.

In the above situations, we will pay you the reasonable cost of repairs. This is a cost we determine taking into account the fair cost of repairing your vehicle in that location. We may require you to organise a quote from another licenced vehicle repairer or we may also require your vehicle to be moved elsewhere to be quoted. If we pay the reasonable cost of your vehicle's repairs, then you will need to organise the repairs to your vehicle yourself, and you will also need to pay the applicable excess to us.

## Lifetime guarantee for repairs

If we authorise the repairs to your vehicle through one of our preferred repairers or a repairer of your choice, and we manage those repairs to completion, then we will guarantee the repairs against any defect due to workmanship or faulty material for the life of your vehicle.

If we do not authorise the repairs to **your vehicle** through the repairer of **your** choice, or do not manage them to completion (for example, if we cannot agree on the method of repair with **you** or **your** chosen repairer) then we will not provide a lifetime quarantee for the repairs.

## **Sub-contracting repairs**

When **we** authorise a repairer to repair **your vehicle** that repairer may sub-contract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs itself because they require the services of a specialist repairer or supplier.

# Parts required to repair your vehicle

Please refer to the 'Replacement parts, extras and accessories' (page 17) and 'Windscreen or window glass repairs' (page 18) sections for more information on how **we** manage any parts, accessories or windscreen or window glass required to repair **your vehicle**.

# Salvage of your vehicle

If we pay a claim for the **total loss** of **your vehicle**, the wreckage of **your vehicle** (including any non-standard accessories or modifications noted on **your policy schedule**) will become **our** property. **We** will keep any proceeds from the sale of the wreckage.

## Premiums following a total loss

If we determine that your vehicle is a total loss and we have agreed to pay you the agreed value or market value of your vehicle:

- any unpaid premium for the period of insurance that the claim occurred in will be deducted from
  the claim payment (except if you are paying by instalments and we are replacing your vehicle –
  see below);
- we will not return the premium associated with the unexpired portion of the period of insurance; and
- if we allow you to retain your damaged vehicle, we will deduct the fair value of the wreckage from the claim payment.

If we replace your vehicle under the 'New-for-old replacement following total loss' additional benefit (Comprehensive cover only – see page 37) then we will continue to cover the replacement vehicle for no additional premium until the end of the period of insurance. However, if you are paying your premium by instalments you will need to continue to pay the instalments for the remainder of the period of insurance.

# When we may refuse a claim

To ensure **you** or any other claimant under this policy understand any situations in which a claim may be refused, it is important that the following two sections of the PDS are read and understood:

- the 'General terms and conditions' section beginning on page 49 which sets out the obligations under this policy with which any claimant needs to comply; and
- the 'General exclusions' section beginning on page 51 which lists situations where we may refuse to pay a claim.

# Hire car arrangements

If we have provided a hire car under an additional benefit or optional cover under this policy, you:

- may be required to enter a hire car agreement directly with the provider;
- are responsible for all running costs and extras, including paying the deposit, security bond, fuel, any upgrade costs, and the cost of reducing the standard hire car excess;
- are responsible for any penalties or fines (such as parking fines or speeding infringements) incurred in the hire car;
- may be provided with insurance cover for the hire car please refer to the additional benefit 'Insurance cover for hire car' on page 40 for more details;
- must arrange for and pay for all hire car costs (including the cost of insurance) for any period outside the period covered under this policy;
- may be required to refund any costs we incur with respect to a hire car if you withdraw your claim or we refuse to accept your claim.

# Claims examples

Below are some examples of claim scenarios that are included here to show how a claim payment might typically be calculated. These examples are a guide only and do not cover all of the potential scenarios or all benefits that may be paid under this policy. They do not form part of the terms and conditions of **your** policy.

All dollar figures shown in these claim examples, except for **excesses**, include GST and are in Australian dollars. Each example also assumes the claimant has not claimed any input tax credits for the GST collected on their **premium**. That is, the claimant holds a 0% input tax credit entitlement under GST law.

**BZI** will determine actual claims payments on an individual basis taking into consideration the facts applicable to the claim and **our** assessment of any loss, damage or liability, as well as the coverage, exclusions and **excesses** set out in this policy and on **your policy schedule**.

## Example 1 - partial loss following an at-fault accident

**You** have **your vehicle** insured under a **BZI** Motor Insurance policy, with the following details:

Cover type: Comprehensive

• Vehicle value: \$26,000 (agreed value)

Basic excess: \$1,000

Optional covers: Hire car extension

**Your vehicle** is involved in an accident that is the fault of the driver of **your vehicle**, who is listed on **your policy schedule**. The car is safe to drive after the accident and does not require any emergency repairs.

We assess your vehicle and determine that it will cost \$4,000 to repair the vehicle.

**Our preferred repairer** estimates that the car will take 5 days to repair, during which time **you** will be entitled to a hire car (because **you** purchased the optional 'Hire car extension') and **you** tell **us** that **you** would like to use one of **our** providers for this.

How much we pay		Explanation
Repair costs	\$4,000	We will normally pay this directly to the repairer.
Less basic <b>excess</b>	-\$1,000	The basic <b>excess</b> is \$1,000 which is payable given the accident was the fault of the driver of <b>your vehicle</b> .
Two taxi fares to and from the repairer	2x\$40 \$80	<b>You</b> take a taxi from the repairer to the hire car provider and back again. <b>We</b> reimburse <b>you</b> for these two trips.
Hire car costs	\$300	<b>We</b> will pay the hire car provider directly for the 5-day period (at \$60 including GST a day daily hire fee) while <b>your vehicle</b> was being repaired.
Total of claim payments	\$3,380	

## Example 2 - total loss

You have your vehicle insured under a BZI Motor Insurance policy, with the following details:

Cover type: Comprehensive

Vehicle value: \$46,200 (agreed value) including GST

Basic **excess**: \$600

**Your vehicle** is stolen and subsequently recovered burnt out 3 days later. **We** assess **your vehicle**, are satisfied **your** claim is in order and determine that given the damage it has suffered it is a **total loss**.

In **your vehicle** at the time it was stolen was a child seat and backpack containing a laptop, neither of which have been recovered.

During the period from **us** accepting **your** claim to **us** finalising **your** claim **you** agree to a hire car from **our** provider under the 'Hire car following theft' additional benefit.

How much we pay		Explanation	
Total loss payment	\$46,200	The <b>agreed value</b> for the <b>vehicle</b> including GST.	
Child seat	\$400	<b>We</b> determine that it will cost \$400 to replace the chil seat.	
Personal items and clothing	\$1,000	The laptop costs \$1,200 to replace, however the maximum <b>we</b> will pay for any item under the 'Personal items, clothing and tools of trade' additional benefit for Comprehensive cover is \$1,000 (GST inclusive).	
Less <b>excess</b> payable	-\$600	Only the basic <b>excess</b> applies.	
Less outstanding premium	\$0	The annual <b>premium</b> for this <b>period of insurance</b> was \$1,400 and has been paid. The claim happens halfway through the <b>period of insurance</b> , however <b>we</b> do not return the unexpired portion of the <b>premium</b> . If the <b>premium</b> was being paid by instalments then any future instalments would be included here.	
Hire car costs	\$840	We will pay the hire car provider directly for the 14-day period (at \$60 including GST a day daily hire fee) from the day after your vehicle is stolen to the day we settle your claim.	
Total of claim payments	\$47,840	This amount would normally be paid directly to <b>you</b> in a <b>total loss</b> situation.	

# Example 3 – legal liability for damage to a third party's property

You have your vehicle insured under a BZI Motor Insurance policy, with the following details:

Cover type: Third Party Property Damage

Basic excess: \$500

A driver of **your vehicle** who is under 25 years of age and not listed on **your policy schedule** is involved in an accident in **your vehicle**, and the accident is their fault. The damage to the third party's vehicle will cost \$3,800 to repair and they will also be entitled to a hire car for 5 days at \$80 per day.

How much we pay		Explanation
Third party's repair costs	\$3,800	We will normally pay this to the third party claimant.
Third party's hire car costs	5x\$80 \$400	We will normally pay this to the third party claimant.
Less excess payable: Basic excess Undeclared young driver excess	-\$500 -\$1,250	Because the driver of <b>your vehicle</b> was under 25 years old and not listed on <b>your policy schedule</b> , in addition to the basic <b>excess</b> of \$500 <b>you</b> will also need to pay <b>us</b> the undeclared young driver <b>excess</b> of \$1,250.
Total of claim payments	\$2,450	<b>We</b> will pay this amount as well as the value of the excesses paid by <b>you</b> to the third party claimant (so, \$4,200 in total).

#### Example 4 - emergency repairs and accommodation after a not-at-fault claim

You have your vehicle insured under a BZI Motor Insurance policy, with the following details:

Cover type: Comprehensive
 Vehicle value: Market value
 Basic excess: \$1,000
 Optional covers: None

While on holiday in **your vehicle you** are involved in an accident where the driver of the other vehicle was at fault. At the scene of the accident **you** capture the name, address, registration plate and insurance details of the other driver and provide them to **us** as part of notifying **us** of the claim.

In order to drive **your vehicle** back home **you** need some emergency repairs in the nearest town (which is 300km from where **you** live) and these emergency repairs can only be done the following morning.

Once you return home we assess your vehicle and determine it can be repaired and that it is safe to do so. We arrange for one of our preferred repairer network to perform the repairs. You tell us that you will require a hire car while it is in being repaired and you will arrange that directly with a hire car provider that we agree to.

How much we pay		Explanation
Emergency repair costs	\$300	This is below the limit of \$500 for the 'Emergency repairs' additional benefit so <b>we</b> will pay this in full.
Emergency accommodation costs	\$180	Because the accident occurred more than 100km from where <b>you</b> live <b>we</b> will pay for the night's accommodation in the local town (up to \$500).
Repair costs	\$7,000	We will pay this directly to our preferred repairer.
Hire car costs	7 days @\$80 \$560	Although <b>you</b> didn't purchase the 'Hire car extension' optional cover, a hire car is provided under the 'Hire car following a not-at-fault accident' additional benefit. Because <b>you</b> used <b>your</b> provider <b>we</b> will pay up to \$100 per day for the 7 days <b>you</b> needed the hire car while <b>your vehicle</b> was being repaired.
Less <b>excess</b> payable:	\$0	No <b>excess</b> is payable because <b>you</b> were not at fault and able to provide <b>us</b> with the details required by this policy of the other driver.
Total of claim payments	\$8,040	

# GENERAL INSURANCE CODE OF PRACTICE

The **insurer** is a signatory to the General Insurance Code of Practice (**'Code'**) and **BZI** also proudly supports the **Code**.

The **Code**, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The **Code** covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship or vulnerability, to the process for those who wish to make a complaint. **We** encourage **you** to tell **us** if **you** are experiencing vulnerability, so that **we** can best assist **you**.

A copy of the General Insurance Code of Practice can be found at www.codeofpractice.com.au.

# MOTOR VEHICLE INSURANCE AND REPAIR INDUSTRY CODE OF CONDUCT

The **insurer** is a signatory to the Motor Vehicle Insurance and Repair Industry Code of Conduct (**'Code of Conduct**) and **BZI** also proudly supports the **Code of Conduct**.

The **Code of Conduct** is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication.

# GOODS AND SERVICES TAX

**You** must advise **us** of **your** correct input tax credit percentage (**your** entitlement to GST credits on the insurance premium), where **you** are GST registered as a business and have an Australian Business Number

We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium.

The sum insured values that **you** choose should include GST and all dollar amounts in this PDS are inclusive of GST unless stated otherwise.

In the event of a claim, if **you** are not registered for GST, **we** will reimburse **you** the GST component, in addition to the amount **we** pay **you**. If **you** are registered for GST the amount that **we** are liable to pay under this policy will be reduced by the amount of any input tax credit that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

If **you** are unsure about the taxation implications of this policy, **you** should seek advice from **your** accountant or tax professional.

# **PRIVACY**

# How BZI manages your personal information

BZI complies with Australian privacy law, including the Privacy Act 1988 (Cth).

#### How we collect your details

We usually collect personal or sensitive information, about you ('your details') directly from you or your intermediary. We may also collect it from other third parties such as our agents and service providers, other insurers and insurance reference bureaus, people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners, third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Before giving **us** personal information about another person, please make them aware of this privacy notice or refer that person to **our** Privacy Policy which is referred to below.

## Why we collect, use and disclose your details

We collect, disclose and handle information, and in some cases personal or sensitive information, about you ('your details') to assess applications, administer policies, contact you, enhance our products and services and manage claims ('purposes'). If you do not provide your information, we may not be able to provide you with our services or do those things listed above. By providing us, our representatives or your intermediary with your details, you consent to us using, disclosing to third parties and collecting from third parties your details for the purposes.

Laws authorising or requiring **us** to collect information include the Insurance Contracts Act 1984, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

## Who we may disclose your details to (including overseas disclosure)

We may disclose your details for the purposes noted above to relevant third parties including your intermediary, affiliates of BZI, Youi, other insurers and reinsurers, our service providers, our business partners, health practitioners, your employer, parties affected by claims, people investigating or assisting us in claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

**BZI**'s Privacy Policy, available at www.bzi.com.au, provides further information and lists service providers, business partners and countries in which recipients of **your** details are likely to be located. It also sets out how **we** handle complaints and how **you** can access or correct **your** details or make a complaint.

# How Youi manages your personal information

**Your** privacy and the security of **your** personal information is extremely important to Youi. Youi is committed to protecting the privacy of **your** personal information and handling it in a responsible manner in accordance with Australian privacy law, including the Privacy Act 1988 (Cth).

Youi collects personal information when **you** deal with them, their agents and other companies in their business group, as well as suppliers that act on Youi's behalf. Youi uses **your** personal information so

that it can do business with **you**. That includes issuing and administering Youi's products and services and claims

Youi may send **your** personal information overseas. The locations they send it to can vary but include New Zealand and South Africa. For more detail about how Youi handles **your** personal information, read Youi's Privacy Policy at youi.com.au or call Youi on 13 YOUI (9684) for a free copy.

It's up to **you** whether **you** provide **your** personal information to Youi, but if **you** don't Youi might not be able to do business with **you**, and that could include paying a claim.

# **COMPLAINTS**

If **you** have a complaint about this product or about a service **you** have received from **us**, please contact **your** intermediary to initiate the complaint with **us**. If **you** are unable to contact **your** intermediary, **you** can contact **us** directly on 1300 171 531 or via compliance.manager@bzi.com.au.

**We** will respond to **your** complaint within 15 working days. If **you** are not satisfied with **our** response, **you** may have the matter reviewed through **our** internal dispute resolution process, which is free of charge. **We** will provide **you** with the outcome of the dispute resolution process within 30 calendar days after receiving the complaint.

If you are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, you may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to you for matters falling within AFCA's Rules.

Their contact details are:

Website: www.afca.org.au Email: info@afca.org.au Free call: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001

# FINANCIAL CLAIMS SCHEMES

The **insurer** of this policy, Youi, is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, they are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (**APRA**).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme (FCS) which is administered by APRA.

The **FCS** may apply in the event that a general insurance company becomes insolvent. If the **FCS** applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the **FCS**. Access to the **FCS** is subject to eligibility criteria.

Further information about the **FCS** can be obtained at www.fcs.gov.au.

# CONFIRMATION OF TRANSACTIONS

If **you** need to clarify any of the information contained in this PDS, wish to confirm a transaction or **you** have any other queries regarding **your** policy or **your** claim, **your** first point of contact is **your** intermediary. However, if **you** would also like to contact **us** directly, please use the contact details on the back cover.

# **BENEFITS SUMMARY**

Below is a summary of the coverage and benefits available under this policy. Please refer to the whole of this PDS, **your policy schedule**, and any other documents that make up **your** policy for full details and applicable terms and conditions, limits and exclusions.

Cover		Third Party Property Damage	Comprehensive
Accidental loss or damage		×	<b>✓</b>
to your vehicle	Page 33		
Legal liability –		$\overline{\checkmark}$	$\overline{\checkmark}$
third party property damage  Additional benefits	Page 34		O-manulancias
Additional benefits		Third Party Property Damage	Comprehensive
New-for-old replacement		×	☑ 3 years, 70,000km
following total loss	Page 37		3 years, 70,000km
Finance gap cover	Page 37	×	50% of difference
Hire car following		×	Up to 21 days /
a not-at-fault accident	Page 38		\$80 per day
Hire car following theft	Page 39	×	Up to 21 days / \$80 per day
Insurance cover for hire car	Page 40	×	$\overline{\checkmark}$
Towing and storage	Page 41	×	$\checkmark$
Loan vehicle cover	Page 41	×	☑ Up to \$2,000
Emergency repairs	Page 41	×	☑ Up to \$500
Clean up costs	Page 41	×	☑ Up to \$1,000
Emergency accommodation		×	$\overline{\checkmark}$
& transportation costs	Page 42		
Vehicle transported by ship	Page 42		<u> </u>
Artwork and signwriting	Page 42	×	$\overline{\checkmark}$
Legal costs	Page 43	$\overline{\checkmark}$	$\overline{\checkmark}$
Substitute vehicle –		$\overline{\checkmark}$	$\overline{\checkmark}$
legal liability cover	Page 43		
Purchasing a replacement <b>vehicle</b>	Page 44	×	$\overline{\checkmark}$
Trailer and caravan cover	Page 44	×	<b>V</b>

Additional benefits (continued)		Third Party Property Damage	Comprehensive
Personal items, clothing and tools of trade	Page 44	<b>X</b>	☑ Up to \$1,000
Child seat or baby capsule	Page 45	×	☑ Up to \$1,000
Re-keying and re-coding	Page 45	×	$\overline{\checkmark}$
Funeral benefit	Page 46	×	$\overline{\mathbf{V}}$
Uninsured motorist's extension	Page 46	☑ Up to \$4,000	×
Optional covers			
Windscreen excess waiver	Page 47	×	Optional
Choice of repairer	Page 47	×	Optional
Hire car extension	Page 48	×	Optional

# WHAT YOU ARE COVERED FOR

This section details what's covered under this policy, which is dependent on the level of cover chosen as shown on **your policy schedule**. The cover that is provided under this policy should also be considered in conjunction with the 'General terms and conditions' section (page 49) and the 'General exclusions' section (beginning on page 51).

#### **Comprehensive cover**

If **your policy schedule** shows that **you** have selected Comprehensive cover then, subject to the terms, conditions, limits and exclusions of the policy, this policy covers the following:

- Accidental loss or damage to your vehicle (see page 33); and
- Legal liability third party property damage (see page 34).

## Third Party Property Damage cover

If **your policy schedule** shows that **you** have selected Third Party Property Damage cover then, subject to the terms, conditions, limits and exclusions of the policy, this policy covers the following:

Legal liability – third party property damage (see page 34).

Please note that no cover is provided under the 'Accidental loss or damage to your vehicle' section on page 33 if **you** have selected Third Party Property Damage cover.

# Accidental loss or damage to your vehicle

#### 

This section of the policy covers accidental loss or damage to **your vehicle**, that occurs during the **period of insurance**, including:

- collision:
- impact;
- fire:
- theft and attempted theft;
- malicious damage and vandalism; and
- storm, flood and hail.

The cover provided under this section of the policy is subject to the terms of this PDS, including the General Exclusions on page 51.

## If your vehicle is not a total loss

If your vehicle is not a total loss, then we will, at our option:

- repair your vehicle, or any part of it;
- replace any part of your vehicle; or
- pay you the reasonable costs of repairing or replacing your vehicle, or any part of it.

The most we will pay if your vehicle is not a total loss is the lesser of:

- the most competitive quote as reasonably adjusted by our assessor; and
- the value of your vehicle, being:
  - the market value of your vehicle if your policy schedule shows that your vehicle is insured for market value; or
  - the agreed value of your vehicle if your policy schedule shows that your vehicle is insured for agreed value.

## If your vehicle is a total loss

If **your vehicle** is a **total loss** (as defined on page 56) and there is a finance company with an interest in the **vehicle**, **we** will pay the total finance amount to the finance company and then pay **you** the balance (less any **excess** that applies). The equivalent process will apply if someone else has a financial interest in **your vehicle**.

The most we will pay if your vehicle is a total loss is:

- the market value of your vehicle if your policy schedule shows that your vehicle is insured for market value; or
- the agreed value of your vehicle if your policy schedule shows that your vehicle is insured for agreed value.

The 'New-for-old replacement following total loss' additional benefit may also be relevant if **we** pay **you** a **total loss** (see page 37).

# Legal liability - third party property damage

#### 

This section of the policy covers the users of **your vehicle** described below, when they meet this policy's terms and conditions, for their legal liability to pay compensation for loss or damage to other people's property as a result of an accident that occurs in Australia during the **period of insurance** that is caused by or arises from the use of:

- your vehicle (as shown in your policy schedule); or
- a caravan or trailer being legally towed by your vehicle.

This section of the policy extends to cover an accident that's caused by goods being carried by or falling from **your vehicle**, or the loading or unloading of **your vehicle**.

The cover for legal liability for loss or damage to other people's property under this section of the policy is provided where the person responsible is:

- you; or
- a person with a current driver's licence who is driving, using or in charge of your vehicle with your permission; or
- a passenger travelling in your vehicle or who is getting into or out of your vehicle; or
- your employer, principal or partner.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no legal liability cover under this section of the policy when:

- the loss or damage is to property which is owned by you, controlled by you, or in your possession, custody or control; or
- the person legally liable is someone else that would otherwise be covered under this section of the policy and the loss or damage is to property which is owned by that person, controlled by that person, or in their possession, custody or control; or
- you or the person responsible are entitled to be compensated for the same loss by any:
  - statutory or compulsory third party insurance policy;
  - statutory or compulsory insurance or compensation scheme or fund;
- you or the person responsible would have been entitled to be compensated for the same loss by any:
  - statutory or compulsory third party insurance policy;
  - statutory or compulsory insurance or compensation scheme or fund;

if **you** had insured or registered **your vehicle**, had lodged a claim under such a policy or scheme, or had complied with the requirements of such a policy or scheme or fund; or

• the claim for legal liability is brought in a court or judicial body outside Australia or in a court or other judicial body that applies other than Australian law.

See page 51 for more information about section 54 of the Insurance Contracts Act 1984 (Cth).

If **your vehicle** is a **total loss** as a result of a claim made under this policy, then the legal liability cover in this section ceases from the date that **we** make that declaration, unless **we** replace **your vehicle** under

the 'New-for-old replacement following total loss' additional benefit (see page 37) in which case this legal liability cover is provided for the replacement **vehicle** until the end of the **period of insurance** in which the incident leading to the claim was made.

If **we** agree to pay a claim for legal liability under this section the most **we** will pay for a single event or series of related events is \$30,000,000 inclusive of GST.

This amount includes:

- any compensation amount; and
- any legal fees or expenses that we agree to prior to them being incurred.

It does not include:

any penalties, fines or punitive, exemplary, multiple or aggravated damages.

# **ADDITIONAL BENEFITS**

The following additional benefits may also be provided under this policy, subject to the level of cover **you** have chosen which will be shown on **your policy schedule**. Please refer to the table at the top of each additional benefit to determine whether it is provided under the level of cover **you** have chosen. Unless stated otherwise in the sections below, these additional benefits will be paid in addition to any amount payable under the 'What you are covered for' section beginning on page 32.

# New-for-old replacement following total loss

#### 

If **your vehicle** becomes a **total loss** and all of the following conditions are met, then **we** will replace **your vehicle** with a new **vehicle** of the same make, model and series (or similar if it is no longer available):

- it was purchased new by you (or as an ex-demonstration model) from the manufacturer or a licenced motor dealer; and
- at the time it became a total loss.
  - less than 3 years had elapsed since the vehicle was originally registered; and
  - the vehicle had travelled less than 70.000kms; and
- there is written consent from any finance company with an interest in the vehicle.

If an **excess** is payable under **your** claim, **you** will need to pay it to the dealership before they provide **you** with the replacement **vehicle**.

We will also pay the following upfront on-road costs associated with the replacement vehicle:

- 12 months registration cost;
- 12 months compulsory third party insurance cost;
- any statutory charges associated with the above costs; and
- the dealer delivery charge.

Your new replacement vehicle will also continue to be covered under this policy until the end of the **period of insurance** in which the claimed incident occurred, for no additional **premium**, however if you are paying your **premium** by instalments you will need to continue to pay the instalments for the remainder of the **period of insurance**.

## Finance gap cover

#### 

If we settle a claim for the **total loss** of **your vehicle** under this policy, we will pay **50%** of the difference between:

- your vehicle's insured value; and
- the amount owed by **you** under a valid hire purchase, leasing or other agreement for **your vehicle**; when the insured value is less than the amount owed.

Your policy schedule will show whether the insured value is based on an agreed value or market value.

**We** will not pay for any payments or interest in arrears at the time of the loss. **We** will also not pay any late fees or penalty charges.

# Hire car following a not-at-fault accident

#### 

If **your vehicle** is unable to be safely driven or is in need of repair due to loss or damage from an accident, and:

- we agree that the accident was not your fault; and
- we have accepted your claim under this policy for that loss or damage;

then **you** are entitled to hire a vehicle of a similar type to **your vehicle** 1 from the date **your vehicle** is left at the repairer's premises:

- until the repairs to your vehicle have been completed; or
- until we have settled your claim as a total loss;

for a maximum period of **21 days** if **we** have arranged and paid for the hire car (see the scenarios in the table below).

We will determine that the accident was not your fault if any of the following are true:

- it was a multi-vehicle collision and the driver of your vehicle did not contribute to the cause of the accident; or
- your vehicle was damaged by another vehicle while parked and this was not caused or contributed to by any user of your vehicle.

**You** will need to provide **us** with the full name and address of each responsible party, and the registration numbers of all other vehicles involved in the accident.

Scenario	The most we will pay
We arrange the hire car for you using one of our providers (if we have a provider with a suitable vehicle available within a reasonable distance of the location where your vehicle is usually parked overnight)	We will pay the provider of the hire car the daily hire rate, for up to 21 days.
<b>You</b> choose to arrange the hire car yourself using a provider of <b>your</b> choice, and <b>we</b> agree with that provider	<b>We</b> will pay the provider up to \$80 per day for a maximum period of 21 days.
There are no suitable hire cars available from any provider within a reasonable distance of the location where <b>your vehicle</b> is usually parked overnight	We will pay the actual costs you incur in making alternative travel arrangements (over and above what you would have ordinarily incurred), up to \$80 per day for a maximum period of 21 days.

**We** may also provide insurance cover for the hire car provided under this additional benefit – please see the additional benefit 'Insurance cover for hire car' on page 40 for more details on this.

We will not pay for the cost of fuel used while driving the hire car.

<sup>&</sup>lt;sup>1</sup>Based on **your vehicle's** category (e.g. mid-size sedan, SUV) and size/capacity for carrying passengers and luggage. Page 38

# Hire car following theft

Comprehensive 🗹	Third Party Property Damage
-----------------	-----------------------------

If **your vehicle** is stolen and **we** have accepted that claim under this policy then **you** are entitled to hire a vehicle of a similar type to **your vehicle**<sup>2</sup>:

- until **your vehicle** is recovered undamaged and **you** have been told where it is located; or
- until your vehicle is recovered damaged and the damage has been repaired; or
- until we have settled your claim as a total loss;

for a maximum period of **21 days** if **we** have arranged and paid for the hire car (see the scenarios in the table below).

Scenario	The most we will pay
We arrange the hire car for you using one of our providers (if we have a provider with a suitable vehicle available within a reasonable distance of the location where your vehicle was stolen)	We will pay the provider of the hire car the daily hire rate for up to 21 days.
You choose to arrange the hire car yourself using a provider of your choice, and we agree with that provider	We will pay the provider up to \$80 per day for a maximum period of 21 days.
There are no suitable hire cars available from any provider within a reasonable distance of where <b>your vehicle</b> was stolen	We will pay the actual costs you incur in making alternative travel arrangements (over and above what you would have ordinarily incurred), up to \$80 per day for a maximum period of 21 days.

**We** may also provide insurance cover for the hire car provided under this additional benefit – please see the additional benefit 'Insurance cover for hire car' on page 40 for more details on this.

We will not pay for the cost of fuel used while driving the hire car.

 $<sup>^2 \</sup>text{Based on } \textbf{your vehicle's} \text{ category (e.g. mid-size sedan, SUV) and size/capacity for carrying passengers and luggage.}$ 

# Insurance cover for hire car

#### 

If **you** are provided a hire car under one of the following additional benefits or optional covers then **we** may also provide insurance cover for the hire car for the period that it is hired under the claim:

- for Comprehensive cover:
  - 'Hire car following theft' (see page 39)
  - 'Hire car following a not-at-fault accident' (see page 38);
  - 'Hire car extension' (see page 48).

The insurance cover provided under this additional benefit will depend on how the hire car is arranged, as defined in the table below:

Scenario	Insurance cover for hire car
We arrange the hire car for you using one of our hire car providers	You arrange for insurance for the hire car directly through the hire car provider. We will then pay the additional daily cost of that insurance provided by the hire car provider (or their insurer).  In the event you have a claim for the hire car during the period it is provided under a claim under this policy:  you should lodge the claim with the hire car provider; and pay them any applicable excess.
We agree to your own choice of hire car provider	<ul> <li>We will then pay:         <ul> <li>the difference in the excess charged by the provider (or their insurer) and the excess you would have paid under this policy had the definition of vehicle been extended to include the hire car; and</li> <li>any other amount you are liable for as a result of a claim where:</li></ul></li></ul>

No insurance cover is provided under this additional benefit if **you** choose **your** own hire car provider but **we** do not agree to that provider.

# Towing and storage

#### 

If your vehicle is involved in an accident or is stolen, we will pay:

- the reasonable costs for your vehicle to be towed to a repairer, place of safety or any other place which we agree to; and
- if required, the reasonable costs for of storing **your vehicle** at the repairer's premises once the claim has been lodged.

#### Loan vehicle cover

#### 

If **you** are provided a loan vehicle by a repairer while **your vehicle** is being serviced or repaired by them, **we** will cover **you** for accidental loss or damage to that loan vehicle up to a maximum of \$2,000 in any one **period of insurance**.

All excesses that are applicable to this policy also apply to this benefit (see the 'Excesses' section on page 14 for more details).

# **Emergency repairs**



#### If your vehicle:

- is involved in an accident:
- suffers malicious damage; or
- is stolen and subsequently recovered in a damaged condition;

then we will pay the reasonable costs for necessary emergency repairs to allow you to drive your vehicle home or to the nearest place of safety.

The most **we** will pay for any one claim is \$500 unless **you** have **our** approval before the emergency repairs are completed.

# Clean up costs



If the driver of **your vehicle** is legally liable to pay for the cleaning up of any debris from the scene of an accident, **we** will cover the costs up to a maximum amount of \$1,000 per claim.

# **Emergency accommodation and transportation costs**

#### 

If **your vehicle** cannot be safely driven home after it:

- is involved in an accident:
- suffers malicious damage; or
- is stolen and subsequently recovered in a damaged condition;

then we will pay the reasonable costs:

- to get you and your passengers home after the incident has occurred; and/or
- to collect your vehicle when it has been repaired; and/or
- for emergency accommodation for **you** and **your** passengers if the incident occurred more than 100 kilometres from **your** home.

The most we will pay for any one incident is \$2,000.

If **you** have incurred the costs and **we** are reimbursing **you** for them then **we** will need proof of the amounts incurred (for example, a receipt for the taxi fare or motel stay).

# Vehicle transported by ship

#### 

If **your vehicle** is being transported by ship within Australian territorial waters, **we** will pay **your** contribution for:

- any general average charges (general average means that if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship, the owners of the remaining cargo must contribute towards the loss suffered by the other owners); or
- any salvage charges (the costs associated with recovering a marooned or disabled ship);

if such maritime conditions apply.

It is not necessary for your vehicle to be damaged for you to be liable for these costs.

# Artwork and signwriting

#### 

If your policy schedule shows that your vehicle is used for business use, then we will pay the cost of reinstating any artwork or signwriting on your vehicle if it is damaged in an accident.

We will not pay for any artwork or signwriting if **your vehicle** is not shown as being used for **business** use on **your policy schedule**.

# **Legal costs**

#### 

**We** will pay for all reasonable legal fees and expenses incurred in defending any court proceedings arising from accidental loss, damage or liability covered by this policy. **We** must agree to them in writing before they are incurred.

We will not pay any legal fees or expenses relating to any criminal or traffic proceedings.

# Substitute vehicle - legal liability cover

# Comprehensive ☑ Third Party Property Damage ☑

If you are using a substitute vehicle, then you are covered for legal liability arising from loss or damage to other people's property, subject to the terms of this benefit. The legal liability cover for accidents caused by or arising out of the use of the substitute vehicle has the equivalent terms and conditions, limits and exclusions as the cover provided for your vehicle under the section 'Legal liability – third party property damage' (see page 34).

If **we** agree to pay a claim for legal liability under this additional benefit the most **we** will pay for a single event or series of related events is \$30,000,000 inclusive of GST.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover for legal liability under this additional benefit when:

- we have already accepted a total loss claim for your vehicle; or
- the substitute vehicle is unregistered.

We will not pay for:

any loss or damage to the substitute vehicle.

Cover under this additional benefit is limited to:

- one substitute vehicle at any point in time; and
- the substitute vehicle being driven by you or any other driver that is otherwise covered under the terms of this policy.

# Purchasing a replacement vehicle

### Comprehensive

 $\mathbf{V}$ 

**Third Party Property Damage** 

×

If **you** sell **your vehicle** and purchase a replacement vehicle, **we** will insure **your** replacement vehicle under the terms and conditions of this policy for a period of **30 days** from the date of purchase. Cover for **your** replacement vehicle starts when **you** collect it and ends for **your** sold **vehicle** at the same time.

The most **we** will pay for a claim on the replacement vehicle during this **30 day** period is the purchase price of the replacement vehicle.

Cover for the replacement vehicle beyond the 30 day period will only be provided under this policy if:

- you give us the details about the replacement vehicle; and
- we agree that cover has been provided for the replacement vehicle; and
- you agree to any changes to the cover provided for the replacement vehicle that we require (for example a higher excess); and
- you pay any extra premium that is required.

#### Trailer and caravan cover

#### Comprehensive



**Third Party Property Damage** 



If **your vehicle** is stolen or damaged and **we** have accepted **your** claim for that loss or damage, then **we** will also help pay for loss or damage to a caravan or trailer that was attached to **your vehicle** at the time it was stolen or damaged.

### We will not pay:

- if the caravan or trailer was not attached to your vehicle at the time the loss or damage occurred;
- for any contents, fixtures or equipment that is attached to, or being carried in or on the caravan or trailer.

The most we will pay for any one claim is the lesser of:

- the market value of the caravan or trailer; and
- **\$2.000**.

# Personal items, clothing and tools of trade

### Comprehensive



**Third Party Property Damage** 



If **you** or a member of **your** family have personal items, clothing and tools of trade that are:

- damaged in an accident involving your vehicle;
- damaged in a fire involving your vehicle;
- stolen from your locked vehicle; or
- stolen when your vehicle is stolen;

then **we** will pay **you** for the loss or damage to those items. **We** may choose to pay **you** the reasonable replacement value of the lost or damaged items or repair the items. **Our** choice will have regard to the circumstances of **your** claim, including any preference **you** may have.

Personal items are items owned by **you** or a member of **your** family, which are designed to be worn or carried, but do not include:

- money, bullion or negotiable instruments (such as cash, smart cards, vouchers); or
- firearms; or
- items that are used in conjunction with your business or occupation.

The most we will pay is \$1,000 in total per incident.

# Child seat or baby capsule



If you have one or more child seats or baby capsules and:

- they are stolen from your vehicle; or
- they are damaged in an accident or fire whilst in your vehicle;

then **we** will pay to replace them up to a maximum amount of \$1,000 in total for any one claim.

# Re-keying and re-coding



If the keys to your vehicle are:

- lost or stolen; or
- damaged or destroyed;

then we will pay for the replacement of the keys and, if necessary, to re-code the locks on your vehicle.

The most **we** will pay under this additional benefit is \$2,000 for any one claim once the basic **excess** on the policy has been applied.

We will not pay under this additional benefit if:

- the keys have been stolen and you have not reported it to the police;
- the keys have been stolen by a family member, invitee or someone who lives with you.

A claim under this additional benefit does not entitle **you** to claim the additional benefit 'Hire car following theft' (see page 39).

### **Funeral benefit**

#### Comprehensive

 $\overline{\mathbf{V}}$ 

**Third Party Property Damage** 

×

If the driver of **your vehicle** sustains a fatal injury as a result of an accident that damages **your vehicle** and is otherwise covered by this policy, **we** will pay for associated burial or cremation costs, as well as travel costs within Australia, for the deceased driver or any member of their immediate family.

The most **we** will pay in any one **period of insurance** is **\$5,000**. This benefit will not be reduced by any statutory accident compensation.

### Uninsured motorist's extension

#### Comprehensive



**Third Party Property Damage** 



If **your policy schedule** shows that **you** have selected Third Party Property Damage cover, **we** will cover loss or damage to **your vehicle** arising from an accident where all of the following conditions are met:

- we agree that the accident was substantially not the fault of the driver of your vehicle; and
- the other driver had no insurance cover for the damage caused by the vehicle they were driving, or we cannot establish this through enquiries we make within a reasonable timeframe; and
- you can provide us with the full name and address of the responsible driver, and the registration number of their vehicle; and
- you agree that we can recover any amount paid by us to you from the responsible driver on your behalf.

The most **we** will pay under this additional benefit is \$4,000, including any costs associated with towing and storage of **your vehicle** if it is unable to be driven following the accident.

We will not pay under this additional benefit if the driver of the other vehicle was:

- vou: or
- your spouse, de facto partner or any member of your immediate family; or
- any person who usually lives with you.

### **OPTIONAL COVERS**

You can ask us to add one or more of the following optional covers to your policy, depending on the level of cover that you have chosen and that is shown on your policy schedule. Please refer to the table at the top of each optional cover to determine whether it can be added under the level of cover you have chosen.

If you do ask us to add one or more of these optional covers and we agree then we will require an additional premium and the details of the optional cover added will be shown on your policy schedule. If these optional covers are not shown on your policy schedule then they have not been added to your policy and the coverage described in this section does not apply.

This section shows what is covered under each of these optional covers if they have been added to **your** policy, and what limitations or exclusions there are. In addition, the terms in the 'General exclusions' section beginning on page 51 should also be referred to when determining whether any additional cover will be paid or provided.

### Windscreen excess waiver

### Comprehensive



**Third Party Property Damage** 



If **your policy schedule** shows that **you** have included the 'Windscreen excess waiver' optional cover and there is an incident where the only loss or damage to **your vehicle** is for the following:

- windscreen: or
- window glass; or
- sunroof glass;

then we will waive the basic excess for one claim in any period of insurance.

Once **we** have waived the basic **excess** on one claim for these items, the basic **excess** will apply for any subsequent claim for any of these items during the same **period of insurance**.

## Choice of repairer

#### Comprehensive



**Third Party Property Damage** 



If **your policy schedule** shows that **you** have included the option for 'Choice of repairer' **you** may choose any licensed repairer to repair **your vehicle**.

If **your** claim is accepted and **your vehicle** can be repaired, **we** will arrange for a quote to be provided to **us** by **your** chosen repairer and **we** will assess the quote and repair method proposed by **your** chosen repairer.

#### We will either:

- authorise the repairs, or
- pay you the reasonable cost of repairing your vehicle;

as detailed in the 'Claims' section under 'Choice of repairer' on page 17.

We may not accept your repairer's estimate if we believe:

- they don't have the equipment or expertise to repair your vehicle;
- the scope of repairs may not be correct; or
- their estimate is not competitive.

#### Hire car extension

#### 

If **your policy schedule** shows that **you** have included the 'Hire car extension' optional cover and:

- your vehicle is unable to be driven or needs repairs due to loss or damage from an accident; and
- we have accepted your claim under this policy for that loss or damage;

then **you** are entitled to hire a vehicle of a similar type to **your vehicle**<sup>3</sup> from:

- the date of the accident if your vehicle is not driveable; or
- the date your vehicle is left at the repairer's premises if your vehicle is driveable;

#### until:

- the repairs to your vehicle have been completed; or
- we have settled your claim as a total loss;

for a maximum period of **21 days** if **we** have arranged and paid for the hire car (see the scenarios in the table below).

Scenario	The most we will pay
We arrange the hire car for you using one of our providers (if we have a provider with a suitable vehicle available within a reasonable distance of the location where your vehicle is usually parked overnight)	We will pay the provider of the hire car the daily hire rate for up to 21 days.
<b>You</b> choose to arrange the hire car yourself using a provider of <b>your</b> choice, and <b>we</b> agree with that provider	We will pay up to \$80 per day for a maximum period of 21 days.
There are no suitable hire cars available from any provider within a reasonable distance of the location where <b>your vehicle</b> is usually parked overnight	We will pay the actual costs you incur in making alternative travel arrangements (over and above what you would have ordinarily incurred), up to \$80 per day for a maximum period of 21 days.

This optional cover does not apply if cover is provided under the additional benefits 'Hire car following theft' (see page 39) or 'Hire car following a not-at-fault accident' (see page 38).

**We** may also provide insurance cover for the hire car provided under this optional cover – please see the additional benefit 'Insurance cover for hire car' on page 40 for more details on this.

We will not pay for the cost of fuel used while driving the hire car.

<sup>3</sup>Based on **your vehicle's** category (e.g. mid-size sedan, SUV) and size/capacity for carrying passengers and luggage. Page 48

# **GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to **your** policy:

Term/condition	
Precautions	<b>You</b> must take reasonable care to prevent or minimise loss, damage, injury, illness or liability.
Looking after your vehicle	You must keep your vehicle (or substitute vehicle) in good condition at all times. If your vehicle (or substitute vehicle) has suffered loss or damage you must take reasonable steps to protect or safeguard it, including, but not limited to, when you have been notified of its location after it has been recovered following its theft or removing your vehicle's keys and locking it when unattended.
Fraudulent claim	If <b>you</b> or any party covered by <b>your</b> policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.
	This above term does not apply where <b>we</b> have reviewed the claim and are reasonably satisfied that a particular person covered by this policy, who has a financial interest in the insured property, in respect of the claimed incident:
	<ul> <li>was a victim of domestic violence, coercion or a vulnerable person; and</li> <li>did not contribute to, assist, facilitate or cause it.</li> </ul>
	If so, and the incident otherwise meets the terms of this policy, <b>we</b> will settle the claim for that particular person, but only to the extent of their financial interest in the insured property or legal liability.
Cancellation	You may cancel your policy at any time. We will refund to you a proportion of the premium for the unexpired period of insurance (less any non-refundable government charges, taxes and levies that we have paid and are not recoverable), provided that the cancellation does not fall during the period of time referred to in the 'Cooling-off period' section.  Any agency fee that has been added to the premium will only be refunded if the policy is cancelled within the cooling-off period or where the cancellation is effective from the start of the period of insurance.  We may cancel this policy by notice in writing for any reason available to us at law. Unless we cancel your policy for the reason of fraud, we will refund to you a proportion of the premium for the unexpired period of insurance (less any non-refundable government charges, taxes and levies that we have paid and are not recoverable).

Term/condition	
Alteration of risk	<ul> <li>You must promptly tell us as when there is a change in the risk we insure under this policy, when one of the following happens:</li> <li>modifying your vehicle or adding additional non-standard accessories to it that are not listed on your policy schedule;</li> <li>when there is a change to the usage of the vehicle, such as it starts to be used for any business activity;</li> <li>if any detail on your policy schedule is no longer accurate, such as the address where the vehicle is normally parked overnight;</li> <li>if there is a change in who should be a named driver under this policy (see page 56 for what we mean by named driver); or</li> <li>if there are any changes to the finance on your vehicle.</li> <li>If you do not tell of about a change listed above, then we may reduce or refuse</li> </ul>
	a claim made under this policy. If <b>we</b> agree to the change <b>you</b> tell <b>us</b> about, <b>we</b> will provide an updated <b>policy schedule</b> . <b>You</b> will need to pay <b>us</b> any additional premium <b>we</b> ask for to make an agreed change to <b>your</b> policy. If <b>you</b> do not pay <b>us</b> this additional <b>premium</b> , <b>we</b> may not make the change. Otherwise, <b>we</b> may explain that <b>we</b> can no longer cover <b>you</b> or <b>your vehicle</b> and that <b>your</b> policy will be cancelled. <b>We</b> may also explain that <b>we</b> cannot offer renewal of <b>your</b> policy.
Other party's interests	<b>You</b> must tell <b>us</b> of all parties who have a financial interest in the <b>vehicle</b> insured under this insurance policy, such as financiers, lessors or other owners. This term is subject to sections 48 and 49 of the Insurance Contracts Act 1984 (Cth).
Other insurance and contribution	When <b>you</b> claim on <b>your</b> policy <b>you</b> must also supply <b>us</b> with written details of all other policies that may also pay or partially pay that claim. <b>We</b> reserve the right to seek contribution from another insurer if permitted by law, and if <b>we</b> do so, <b>you</b> agree to provide <b>us</b> with reasonable assistance.
Keeping proof of value	Please retain reasonable evidence of proof of purchase of <b>your vehicle</b> , its extras, accessories and modifications (if applicable) and any other property that is covered under this policy. Evidence includes a contract of vehicle purchase, receipts, valuations and photographs of insured items. <b>You</b> should keep these or other reasonable evidence so that <b>you</b> can prove ownership and the value of any loss if <b>you</b> have to claim.
Notifications	All notices and communications must be made or confirmed in writing by <b>you</b> or <b>your</b> intermediary. Other forms of communication will not be acted upon by <b>us</b> until confirmed in writing by <b>you</b> or <b>your</b> intermediary.
Jurisdiction	Any disputes arising from this policy will be determined by the Courts, and in accordance with the laws, of the state or territory where this policy is issued.

### GENERAL EXCLUSIONS

#### Section 54 of the Insurance Contracts Act 1984

**We** will take into account section 54 of the Insurance Contracts Act 1984 (Cth) when **we** assess any claim made under this **policy**.

Section 54 of the Insurance Contracts Act prevents **us** from refusing a claim because of something **you** or some other person has done, or not done, after the **policy** was entered into, unless that thing caused or contributed to the claimed loss. But **we** can reduce a claim by an amount that fairly represents **our** prejudice because of the thing that was done or not done.

Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under any section of this policy for a claim, where at the time of the damage, loss, cost or legal liability that resulted in the claim, any of the following apply:

#### The driver of the vehicle

Your vehicle (or substitute vehicle) was being driven by:

any person, including you, who was not properly licenced to drive your vehicle (or substitute vehicle).

This exclusion does not apply if **you** can prove that:

- you did not consent to that person driving your vehicle (or substitute vehicle); or
- you had no reason to suspect that they were not properly licenced or were not complying
  with any conditions imposed on their licence.
- someone listed on your policy schedule as a "declined driver".
- any person, including you, who:
  - was under the influence of alcohol and/or of any drug, or had a breath and/or blood alcohol level in excess of the legal limit prescribed by the law applying in the state or territory where the accident or event occurred;
  - refuses to submit to any test to determine the level of alcohol and/or drugs in the blood when reasonably requested by the police.

This exclusion does not apply if **you** can prove that:

- you did not consent to that person driving your vehicle (or substitute vehicle); or
- you had no reason to suspect that they were affected by alcohol and/or drugs.

#### The vehicle

Your vehicle (or substitute vehicle) was:

- being used to:
  - carry a number of passengers; or
  - carry or tow a load:

which is greater than relevant transport law allows or the **vehicle's** manufacturer has specified. This exclusion does not apply if **you** can prove that the fact that the **vehicle** was overloaded did not cause or contribute to the loss, damage or liability.

being used while in an unsafe or unroadworthy condition.

This exclusion does not apply if **you** can prove that:

- you or the relevant named driver could not reasonably have detected the unsafe or unroadworthy condition; or
- the fact that the **vehicle** was in an unsafe or unroadworthy condition did not cause or contribute to the loss, damage or liability.

#### The usage of the vehicle

Your vehicle (or substitute vehicle) was being used:

- to carry passengers for hire, fare or reward (including ridesharing), except:
  - under a private pooling arrangement; or
  - where we have agreed in writing.

If **your** full-time employer pays **you** a travelling allowance, **we** will not consider such an allowance as hire, fare or reward.

- as a fleet or pool vehicle where the vehicle is ordinarily used by more than one employee.
- airside at any airport.
- in any:
  - motor sport event, time trial or pacemaking;
  - trials, tests or experiments for reliability, speed or hill-climbing performance;
  - motor trade demonstration; or
  - being tested in preparation for any of the above;

except where **your vehicle** (or **substitute vehicle**) was being used in a registered charity rally and **we** have agreed to cover it.

- wilfully and recklessly by you or by someone with your permission to drive it. For example, but not limited to, street racing or burnouts.
- to carry flammable substances, chemicals or explosives, unless they are substances and quantities you are legally allowed to carry.

#### Other exclusions

The loss, damage or liability was:

- from a bushfire, grassfire, storm, hail, flood or tsunami in the first 72 hours of cover, unless this policy began on the same day:
  - you purchased your vehicle; or
  - that another policy which provided comparable insurance cover for the **vehicle** expired (but not when **you** cancelled the policy prior to its expiry date). Cover will only be provided up to the sums insured covered under the expired policy (any increase in sums insured will not be covered for these events for the first 72 hours specified).
- incurred anywhere outside of Australia.
- due to a deliberate, intentional, malicious or criminal act by you or a person acting with your express or implied consent. This exclusion will not apply where we have reviewed the claim and are reasonably satisfied that a particular person covered by this policy, who has a financial interest in the insured property, in respect of the claimed incident:
  - was a victim of domestic violence, coercion or a vulnerable person; and
  - did not contribute to, assist, facilitate or cause it.

If so, and the incident otherwise meets the terms of this policy, **we** will settle the claim for that particular person, but only to the extent of their financial interest in the insured property or legal liability.

- a result of or connected with any act of terrorism (regardless of whether any other cause or event was contributing concurrently or in any other sequence);
- a result of or connected with any action taken in controlling, preventing or suppressing any
   act of terrorism
- caused by 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 uprising.
- due to radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.
- due to the lawful seizure by any person or organisation of your vehicle (or substitute vehicle).
- in any way related to the existence at any time of asbestos.

#### This policy does not cover:

- depreciation or wear and tear to your vehicle (or substitute vehicle).
- damage to tyres caused by the application of brakes or by road punctures, cuts or bursts.
- mechanical, electrical or electronic (including computer software) breakdown, failure (including obsolescence) or breakage to your vehicle (or substitute vehicle).
- any non-financial loss including (but not limited to) any losses arising from physical inconvenience, time taken to resolve a claim or settlement, interference with expectations of enjoyment or peace of mind, injury to feelings or humiliation or pain and suffering.
- any consequential loss, including (but not limited to), any loss arising from:
  - loss of profits, revenue or production;
  - loss of denial or opportunity;
  - loss of access to markets;
  - loss of goodwill;
  - loss of business reputation, future reputation or publicity, damage to credit rating; or
  - loss of use or indirect, remote, abnormal or unforeseeable loss.

# **DEFINITIONS**

Term	Definition
Act of terrorism	An act of terrorism is any act, or preparation in respect of action, or threat of action designed to influence the government of the day or de facto government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) of the day or de facto government, and which:  involves violence or threat of violence against one or more persons; or involves damage to property; or  endangers life other than that of the person committing the action; or creates a risk to health or safety of the public or a section of the public; or is designed to interfere with or disrupt an electronic system.
Agreed value	Agreed value means the amount which we agree to insure your vehicle for, as shown on your policy schedule.
Business use	Business use means that:
BZI	Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFS Licence Number 504130. <b>BZI</b> acts as an agent of the <b>insurer</b> under a binder agreement.
Excess	<b>Excess</b> means the first amount of each claim that <b>you</b> or the person making the claim must pay. In this policy there a number of different <b>excesses</b> which may apply for any given claim. The amount of these <b>excesses</b> will be shown on <b>your policy schedule</b> or in this PDS. See page 6 for more information about <b>excesses</b> and when which applies.
Insurer	Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.
Market value	Market value means the amount it would cost to replace your vehicle with a vehicle of the same make, model, age and condition immediately before the loss or damage. Market value includes registration and compulsory third party insurance, but does not include stamp duty transfer, dealer warranty costs or transfer fees. We may refer to one or more accepted motor vehicle valuation guide used by the motor industry to determine the market value of your vehicle.

Term	Definition
Named driver	A named driver is a driver who is listed on your policy schedule as someone who will drive your vehicle.  You must tell us about a driver who drives your vehicle more than 10% of the time, and if we agree, we will list them on your policy schedule as a named driver.
Period of insurance	<b>Period of insurance</b> means the dates and times over which <b>your</b> insurance cover is valid, ending on the expiry date as shown in <b>your policy schedule</b> unless the policy is terminated earlier in accordance with the policy terms and conditions.
Policy schedule	<b>Policy schedule</b> means the relevant <b>policy schedule</b> issued by <b>us</b> . This is a separate document unique to <b>you</b> , which shows the insurance details personal to <b>you</b> . It includes any changes, conditions and exclusions made to suit <b>your</b> individual circumstances and that may amend the cover provided.
Preferred repairer	<b>Preferred repairer</b> means a repairer that has been appointed by <b>us</b> as a <b>preferred repairer</b> based on <b>our</b> assessment of their high levels of quality, workmanship, cost effectiveness, efficiency and timeliness.
Premium	<b>Premium</b> means the amount(s) shown in <b>your policy schedule</b> that <b>you</b> have to pay for the cover <b>we</b> provide which is inclusive of Insurance Duty, Goods and Services Tax (GST), Emergency Services Levy (where applicable) and any additional government charges.
Reasonable repair costs	Reasonable repair costs mean the fair and reasonable amount required to repair your vehicle that takes into account:  a quote from a repairer of your choice after having been adjusted or reduced by an experienced motor vehicle assessor appointed by us; and  a quote from a preferred repairer (or another repairer chosen by us) that we may choose to obtain; and  the location of your vehicle.
Substitute vehicle	<b>Substitute vehicle</b> means a vehicle that does not belong to you that has been hired or borrowed by <b>you</b> while <b>your vehicle</b> is not in use because it is being repaired, serviced or is not able to be driven as a result of a mechanical breakdown.
Total loss	<ul> <li>Total loss means when, in our opinion, your vehicle is either:         <ul> <li>so badly damaged that it would not be safe or economical for it to be repaired; or</li> <li>stolen and not recovered within 14 days of you notifying the police of the theft and we are satisfied that your claim is in order.</li> </ul> </li> </ul>

Term	Definition
Vehicle (or Your Vehicle)	Vehicle means a roadworthy and registered motor vehicle that is shown on your policy schedule, including:     its standard tools, modifications and accessories, as supplied by the
	<ul> <li>manufacturer; and</li> <li>any fitted or non-standard extras, modifications or accessories, which are either in or on the vehicle, or in your locked and secure private garage (see page 12 for more details).</li> <li>You must tell us about any non-standard accessories fitted to your vehicle or modifications that enhance its performance and if we agree to insure them as part of your vehicle, they will be listed on your policy schedule.</li> </ul>
We, us, our	Blue Zebra Insurance Pty Ltd ( <b>BZI</b> ) ABN 12 622 465 838, AFS Licence Number 504130 to the extent it is acting as an agent of the <b>insurer</b> under a binder agreement, or otherwise the <b>insurer</b> .
You/your	In this policy you/your means all the people named as the insured on your policy schedule.

# BLUE ZEBRA INSURANCE FINANCIAL SERVICES GUIDE (FSG)

This Financial Services Guide (FSG) is an important document designed to help **you** decide whether to use the financial services offered.

It contains information about how Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFSL 504130 (**BZI**) administers the policy and arranges the policy.

# What financial services are provided?

**BZI** holds an Australian Financial Services Licence (AFSL) that allows **BZI** to provide **you** with general financial product advice about this Motor Insurance product and to arrange this product. From 1 January 2022 **BZI** is also authorised to provide claims handling and settling services. **BZI** is responsible for the provision of these services under its own AFSL.

**BZI** acts under a binder authority from Youi Pty Ltd (the **insurer**), who is the issuer of this product. This means that **BZI** can bind the **insurer** with this policy and can handle or settle claims on behalf of the **insurer**. **BZI** acts for the **insurer** when providing these services and not on **your** behalf. **You** can find full details of **BZI** and the **insurer** on page 4 of the PDS.

Any advice given to **you** by **BZI** about Motor Insurance will be of a general nature only and will not take into account **your** personal objectives, financial situation or needs. **You** need to determine whether this product meets **your** needs.

### How are we paid?

**BZI** is paid a commission by the **insurer** when **you** buy this Motor insurance policy. This commission is included in the **premium** that **you** pay and may be up to 7% of the **premium** paid excluding any government taxes and levies. **BZI** receives this commission from the **insurer** after **you** have paid the **premium**.

**BZI** may add an agency fee to the **premium** that is charged. Any agency fee will be noted on **your policy schedule**.

**BZI** may also receive a share of the profit earned by the **insurer** if the **insurer** makes an underwriting profit in accordance with the underwriting targets it has set. This amount is calculated and paid retrospectively only when the **insurer** exceeds its underwriting targets in a given year.

**BZI** employees are paid an annual salary and may be paid a bonus based on business performance.

### **Further information**

For more information about remuneration or other benefits received for the financial services provided, please ask **your** intermediary or contact **us** using the details noted in this document within a reasonable time of receiving this FSG and before **you** choose to buy this product.

# **Complaints**

If **you** have a complaint about the financial services provided by **BZI** in relation to this product please refer to the PDS for details of the complaint resolution process.

# What professional indemnity insurance arrangements do we have in place?

**BZI** holds professional indemnity insurance covering errors and mistakes relating to the provision of financial services provided by **BZI** and **our** employees (even after they cease to be employed). **BZI**'s policy meets the requirements of the Corporations Act 2001 (Cth).

## Who is responsible for this document?

The **insurer** is responsible for the PDS. **BZI** has authorised the distribution of this FSG.

This combined FSG and PDS was prepared on 13 September 2022.

# **CONTACT DETAILS**

Blue Zebra Insurance Pty Ltd ABN 12 622 465 838 AFS Licence 504130

PO Box R804

Royal Exchange NSW 1225

Phone: 1300 171 535 Email: info@bzi.com.au www.bzi.com.au

# FOR CLAIMS

Phone: 1300 253 692

+61 2 9301 8018 (from overseas)

Online: www.bzi.com.au/newclaim

