MOTOR VEHICLE

INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY

Intermediary

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MOTOR VEHICLE

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This Product Disclosure Statement (PDS) is issued by CGU Australia Pty Ltd ABN 62 004 478 960 AFSL 700014 trading as CGU Insurance and has been designed to help you get the most out of your policy.

Use the contents pages and topic index to help find what you are looking for. Important tasks such as taking out insurance or making a claim are explained in easy to follow steps. And we have included a glossary of words with a special meaning.

When you take out an insurance policy with us, the cover we agree to provide you is set out in your current schedule, and described in this PDS, as well as any Supplementary PDS we may issue. Together, they make up the terms and conditions of your insurance contract with us. Read them carefully and store them together in a safe place.

If you need more information about this PDS, please contact us or your insurance adviser.

Intermediary remuneration

CGU Australia Pty Ltd trading as CGU Insurance pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

About This Insurance

A brief overview

Motor Vehicle Insurance provides cover for your car anywhere in Australia. In this booklet, the words “your car” means ‘your vehicle’. The definition of “your vehicle” is included in the glossary section of this booklet.

Under this insurance you can choose from three different levels of cover, and three types of policies.

Levels of cover you can choose from

You can choose from three levels of cover, depending on your needs and your type of vehicle.

You can choose from:

- **Comprehensive**
- **Third Party Fire And Theft**
- **Third Party Property Damage**

Comprehensive provides cover for:

- loss or damage to your vehicle, **and**
- your legal liability for loss or damage to another person’s vehicle or property.

Third Party Fire and Theft provides cover for:

- loss or damage to your vehicle by fire or theft only, **and**
- your legal liability for loss or damage to another person’s vehicle or property.

Third Party Property Damage provides cover for:

- your legal liability for loss or damage to another person’s vehicle or property.

You can also broaden the scope of your cover by adding options to your cover.

To find out **what this policy covers**, see page 3 ►

Types of policies you can choose from

We provide three types of policies for you to choose from.

Motor Vehicle Insurance Policy – available under all levels of cover.

Nominated Driver Motor Vehicle Insurance Policy – available under all levels of cover.

If you choose this policy, we will calculate your premium on the basis that your car will be driven by no more than two nominated drivers who are 25 years of age or over.

The drivers you nominate will be listed on your schedule.

Under this policy we will not cover any loss, damage or liability if your vehicle is driven by someone who is under 25 years of age, unless it is being:

- parked by a parking attendant
- repaired, serviced or tested, **or**
- used to transport a person in the event of a medical emergency.

Nominated Driver Low Kilometre Motor Vehicle Insurance Policy – available under Comprehensive cover.

If you choose this policy, your premium will be calculated on the basis that your car:

- will be driven by no more than two nominated drivers who are 25 years of age or over, **and**
- will not be driven more than **10,000** kilometres during your period of insurance.

The drivers you nominate will be listed on your schedule.

If you exceed the 10,000 kilometre limit, you may also need to pay an additional premium.

Under this policy we will not cover any loss, damage or liability if your vehicle is driven by someone who is under 25 years of age, unless it is being:

- parked by a parking attendant
- repaired, serviced or tested, **or**
- used to transport a person in the event of a medical emergency.

No Claim Bonus

We give you a No Claim Bonus discount on your Comprehensive insurance premium to reward you for a good claims history.

Your current policy schedule will show any No Claim Bonus and any benefits that apply to your policy.

We calculate your No Claim Bonus level based on:

- the claims history of you and any other policyholders, **and**
- the number of years you and any other policyholders have been driving for.

No Claim Bonus is calculated on each policy, unless your claims history does not entitle you to a No Claim Bonus.

Each year at renewal, your policy’s No Claim Bonus is re-calculated.

For each claim free year, your No Claim Bonus will move up one level, until you achieve our maximum No Claim Bonus Rating.

Once you achieve our maximum No Claim Bonus Rating, you can pay to add a No Claim Bonus Protection option. These options include ‘One at-fault claim protection’ and ‘All at-fault claims protection’.

You may also be eligible for Earned No Claim Bonus protection. If you are eligible this is at no cost to you to protect your No Claim Bonus for one at-fault claim.

The No Claim Bonus levels for Comprehensive policies are:

Levels	Discount
Rating 1	60%
Rating 2	50%
Rating 3	40%
Rating 4	30%
Rating 5	20%
Rating 6	0%

We will discount your premium in this way until you reach the maximum No Claim Bonus. If you make an at-fault claim, your No Claim Bonus will be reduced by one level per claim when you renew your policy.

If your car is involved in an incident, we will not reduce your No Claim Bonus if:

- we are satisfied that the incident was not your fault, and you provide us with the name, current residential address and vehicle registration of the person who caused the incident, (See 'Determining fault in an incident' on page 2), **or**
- your claim is for damage caused by a storm or other naturally occurring event, such as flood or bushfire, **or**
- your claim is for windscreen or window glass damage of your vehicle when there is no other damage and you have elected the 'Windscreen extension' option.

If you make a claim and we are satisfied that you are at-fault or the responsible party is not able to be identified such as in the event the vehicle is stolen, vandalised or maliciously damaged, your No Claim Bonus will be reduced when you renew your policy.

If you make more than one at-fault claim during your period of insurance, your No Claim Bonus will be reduced by one level per claim at the next renewal of your policy.

Earned No Claim Bonus Protection allows you to claim for one at-fault claim during your period of insurance without it affecting your No Claim Bonus.

You will be eligible for Earned No Claim Bonus Protection if you have been on the maximum No Claim Bonus with us for a consecutive two-year period and not had any at-fault claims in the past two years.

If you have the Earned No Claim Bonus Protection, it will be listed on your current schedule.

The No Claim Bonus only applies to Comprehensive cover for your car.

The No Claim Bonus discount does not apply to the 'Windscreen extension' optional cover premium.

For optional **No Claim Bonus**, protection, see page 6 ►

Excesses that may apply when you make a claim

An 'excess' is your contribution towards the cost of a claim. We will tell you if you need to pay an excess when you make a claim.

There are four types of excesses that may apply:

- basic excess – the basic excess that applies to your policy, which varies depending on the make and model of your vehicle, and the State or Territory your vehicle is used
- age excess – applies when the driver of your vehicle is less than 25 years of age
- inexperienced driver's excess – applies when the driver of your vehicle is 25 years of age or over and has not held a driver's licence for the two consecutive years before the claim occurs
- additional excess – applies when we have agreed to cover your vehicle, or any person authorised to drive your vehicle, under special terms.

The type of excess that applies to your policy and the amount of that excess will be listed on your schedule.

If you make a claim, you may need to pay more than one type of excess. We will tell you:

- if an excess applies to your claim
- how much that excess is, **and**
- how we will collect this from you.

We can collect it from you by:

- deducting it from what we pay you, **or**
- asking the repairer or supplier to collect it from you.

If we request you pay the excess, we will tell you who to pay and may require payment as part of the finalisation of your claim.

You may need to contribute more than one type of excess when you make a claim.

If you have a Nominated Driver Motor Vehicle Insurance Policy, or a Nominated Driver Low Kilometre Motor Vehicle Insurance Policy, and your vehicle is driven by someone other than a nominated driver, and that driver is 25 years of age or over, we will:

- double the basic excess, **and**
- double the inexperienced driver's excess (if applicable).

If your vehicle is being driven by a learner driver, the applicable excesses will be based on the supervising licensed driver:

- the licence held by the supervising driver must meet the class of licence required by the learner's permit, **and**
- for a Nominated Driver Motor Vehicle Insurance Policy and a Nominated Driver Low Kilometre Motor Vehicle Insurance Policy, the supervising licensed driver must be 25 years of age or over.

An excess will not apply if:

- the incident was not the fault of the driver of your vehicle, and we are provided with the contact details of the person who caused the incident, including their name, current residential address and vehicle registration, and who they are insured with
- you have selected the Windscreen Extension Option, it is listed on your schedule, and you are only making a claim for windscreen or window glass damage.

Determining fault in an incident

For some claims we will need to decide if you, your driver, a passenger in your vehicle or someone else was not at fault in certain incidents.

- this will enable us to decide when an excess does not apply, **and**
- if you are entitled to the additional cover 'Uninsured motorist damage'.

To assist us to do this you will need to provide us the name and residential address of a person(s) who you believe was at fault.

To determine that you or your driver was not at fault for the collision we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

What This Policy Covers

Incident cover

If you have a Comprehensive or Third Party Fire and Theft policy, we will cover your vehicle for loss or damage as a result of any incidents that we have agreed to cover.

There are a number of incidents we will only cover under specific conditions. These are listed on the following pages.

When you make a claim and you are at fault:

- your No Claim Bonus may be reduced by one level per claim, **and**
- an excess may apply
  - your excess is based on who is driving your vehicle and your vehicle type, and may be payable as part of the finalisation of your claim
  - more than one excess may apply.

For **exclusions to this cover**, see page 7 ►

Accidental damage

COMPREHENSIVE

We will cover your vehicle for accidental damage, including damage as a result of a collision.

We will not cover your vehicle for loss or damage caused by:

- bushfire or grassfire, **or**
- a named cyclone
- within 48 hours of the start date of your policy, **unless**
- you took out your insurance with us immediately after another insurance policy covering the same vehicle ended, without a break in cover, **or**
- you:
  - had entered into a contract of sale to purchase your vehicle, or a contract to lease your vehicle, **and**
  - took out your insurance with us for the vehicle prior to taking possession of the vehicle.

For a definition of **accidental damage**, see Glossary page 18 ►

Fire

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

We will cover your vehicle for loss or damage as a result of fire.

We will not cover your vehicle for loss or damage caused by bushfire or grassfire within 48 hours of the start date of your policy, **unless**:

- you took out your insurance with us immediately after another insurance policy covering the same vehicle ended, without a break in cover, **or**
- you:
  - had entered into a contract of sale to purchase your vehicle, or a contract to lease your vehicle, **and**
  - took out your insurance with us for the vehicle prior to taking possession of the vehicle.

Storm or flood

COMPREHENSIVE

We will cover your vehicle for loss or damage as a result of storm or flood.

We will not cover your vehicle for loss or damage caused by a named cyclone within 48 hours of the start date of your policy, **unless**:

- you took out your insurance with us immediately after another insurance policy covering the same vehicle ended, without a break in cover
- you:
  - had entered into a contract of sale to purchase your vehicle, or a contract to lease your vehicle, **and**
  - took out your insurance with us for the vehicle prior to taking possession of the vehicle.

For a definition of **flood**, see Glossary page 18 ►

Theft or attempted theft

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

We will cover your vehicle for loss or damage as a result of theft or attempted theft. We also cover theft of the keys to your vehicle.

The theft or attempted theft must be reported to the Police.

See **Re-coding of locks and barrels after theft of keys**, on page 4 ►

Vandalism or a malicious act

COMPREHENSIVE

We will cover your vehicle for loss or damage as a result of vandalism or a malicious act.

The vandalism or malicious act must be reported to the Police.

For a definition of a **malicious act**, see Glossary page 18 ►

Additional cover included in this insurance

Your insurance includes a range of covers we refer to as 'additional cover'. These covers are listed on the following pages. The additional cover provided depends on whether you have Comprehensive, Third Party Fire and Theft or Third Party Property Damage cover.

When you make a claim and you are at fault:

- your No Claim Bonus may be reduced by one level per claim, **and**
- an excess may apply:
  - your excess is based on who is driving your vehicle and your vehicle type, and may be payable as part of the finalisation of your claim
  - more than one excess may apply.

For **exclusions to this cover**, see page 7 ►

Baby capsules and child seats

COMPREHENSIVE

If baby capsules or child seats are damaged while in your vehicle, or stolen from your vehicle, we will cover their replacement cost.

Emergency or temporary repairs

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If your vehicle needs emergency or temporary repairs so that it can be driven or used, we will cover the cost of repairs, up to $800 (inclusive of GST) per incident.

The emergency or temporary repairs must be a result of an incident we have agreed to cover.

We will need receipts of the repairs.

Funeral expenses

COMPREHENSIVE

If the driver of your vehicle dies as a result of a collision, we will pay the driver's estate up to $5,000 (inclusive of GST) towards any funeral expenses.

We will only cover the funeral expenses if a funeral is held.

The death must result from a physical injury that occurred within 12 months of the vehicle collision that we have agreed to cover.

We will need a certified copy of the Death Certificate and any other evidence to support the claim. We will only request information or documents that are relevant to your claim and we will provide an explanation as to why they are needed.

We will not cover the cost of funeral expenses for any unauthorised drivers or other occupants of the vehicle.

Hire vehicle costs after theft or attempted theft

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If your vehicle is stolen, or if it is unsafe to drive, ride or tow as a result of theft or attempted theft, we will pay (inclusive of GST) the cost of a hire vehicle from the time the theft or attempted theft occurred.

We will only cover the cost of a hire vehicle up to $100 per day (inclusive of GST):

- until your vehicle is recovered and repaired, **or**
- until we settle your claim if your vehicle is a total loss,

up to a total of 21 days, whichever is the shortest period of time.

The hire vehicle must be similar to your own vehicle:

- we will help to arrange a hire vehicle similar to your vehicle.

We will not cover:

- loss or damage to the hire vehicle, or any costs to run the hire vehicle, including the cost of fuel,
- liability which results from using the hire vehicle (except any amount for any excess and security bond you pay under your hire vehicle agreement under this additional cover), **or**
- any other additional hire costs.

If you withdraw your claim, or we refuse to accept the claim, you may be required to refund to us any costs we incur for the hire vehicle.

We will also pay up to $2,000 in total for any excess and security bond you pay under your hire vehicle agreement because there is loss or damage to the hire vehicle or it causes loss or damage.

Legal costs for a coronial inquiry

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

THIRD PARTY PROPERTY DAMAGE

If you, a nominated driver or an authorised driver require legal representation before a coroner, we will cover the legal costs, up to $5,000 (inclusive of GST).

We will only cover legal costs:

- for you, the nominated driver or the authorised driver
- for a coronial inquiry that occurs as the result of an incident we have agreed to cover.

Personal items

COMPREHENSIVE

If personal items are damaged in an incident or stolen from your locked car, we will cover the cost to repair or replace them, up to $1,000 (inclusive of GST).

We will only cover loss or damage as a result of theft or attempted theft from a locked car.

The theft or attempted theft of personal items must be reported to the Police.

We will not cover:

- money, cheques, financial transaction cards, **or**
- property used for earning an income.

For a definition of **personal items**, see Glossary page 18 ►

Removal of debris

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If your vehicle is damaged, we will cover the reasonable costs to remove the vehicle debris from the site where it occurred.

The debris must occur as a result of an incident we have agreed to cover.

Re-coding of locks and barrels after theft of keys

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If the keys to your vehicle are stolen, we will cover the cost to repair and re-code your locks and barrels, up to $1,000 (inclusive of GST).

We will provide this cover:

- if the keys to your vehicle are stolen, **and**
- the locks and barrels to your vehicle are not damaged.

The theft must be reported to the Police.

Replacing your vehicle after a total loss

COMPREHENSIVE

If your vehicle is a total loss as a result of an incident, we may decide to replace your vehicle with a new vehicle.

We will only do this if:

- your vehicle is less than three years old and has not travelled more than 50,000 kilometres.

The replacement vehicle's make, model and series must be available in Australia.

The vehicle replacement must occur as a result of an incident we have agreed to cover.

For details of **how we settle total loss claims**, see page 13-14 ►

Storage costs for your vehicle

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If your vehicle is put into storage while we settle your claim, we will cover the reasonable storage costs.

We will only cover the storage costs from the time the claim is lodged until the claim is settled.

The storage must occur as a result of an incident we have agreed to cover.

Towing and transport of your vehicle

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If your vehicle is damaged in an incident and cannot be driven or used, we will tow it from the scene of the incident to:

- a place of safety
- the nearest repairer, **or**
- any other place we agree to.

We will cover the cost of one tow, however:

- if there is more than one tow, we will decide if it is covered.

In addition, if the incident occurs more than 100 kilometres from your home, we will also cover the cost of transporting your vehicle, up to $500 (inclusive of GST). If we do this, we will cover:

- transport from the place where your vehicle is repaired
  - if it is repaired more than 100 kilometres from your home, we will transport it to your home after the repairs have been completed, **or**
- transport to a repairer in your local area.

The tow or transport of your vehicle must occur as a result of an incident we have agreed to cover.

We will only provide this cover under Third Party Property Damage if you are making a claim for uninsured motorist damage.

Trailers attached to your vehicle

COMPREHENSIVE

If a trailer suffers loss or damage while attached to your vehicle we will pay up to $1,000 (inclusive of GST) to repair or replace your trailer.

The trailer must be attached to your vehicle at the time of the incident.

The loss or damage to your trailer must occur as a result of an incident we have agreed to cover.

We will not cover the contents of the trailer.

Transport or accommodation when you are away from home

COMPREHENSIVE

THIRD PARTY FIRE & THEFT

If your vehicle is damaged in an incident more than 100 kilometres from your home and cannot be driven or used, we will cover the cost of:

- transportation for you and your passengers to your home or destination, **or**
- temporary accommodation for you and your passengers for one night

up to $500 (inclusive of GST) in total.

The damage to your vehicle must occur as a result of an incident we have agreed to cover.

Uninsured motorist damage

THIRD PARTY FIRE & THEFT

THIRD PARTY PROPERTY

If your vehicle suffers loss or damage as a result of a collision with an uninsured vehicle and you are not at fault, we will cover the cost to repair your vehicle, including towing your vehicle up to $5,000 (inclusive of GST).

The vehicle that caused the damage to your vehicle must be uninsured.

You will need to provide us with:

- the name and current residential address of the driver responsible for the collision
- registration details of the other vehicle
- proof that the other vehicle was uninsured.

In order for us to be satisfied that the collision was the other driver's fault, we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the claim circumstances.

Liability cover

We will cover you, a nominated driver, an authorised driver, or passengers of your vehicle, for legal liability if your vehicle or a substitute vehicle is involved in an incident that causes loss or damage to someone else's property, or death or bodily injury to other people.

Liability

COMPREHENSIVE
THIRD PARTY FIRE & THEFT
THIRD PARTY PROPERTY

We will cover liability claims up to $30,000,000 (inclusive of GST) for any incident.

This amount includes any legal costs that must be paid to defend the claim and any costs awarded against the person who was at-fault.

We will cover you, a nominated driver or an authorised driver for any liability that arises from:

- loading or unloading goods
- the use of your vehicle or substitute vehicle, or any one trailer, caravan or broken down vehicle attached to your vehicle
- goods falling from your vehicle or substitute vehicle, **or**
- using your vehicle or substitute vehicle on behalf of you or their employer, principal, partner or the Australian, State or local government.

We will cover passengers of your vehicle for any liability that arises from getting in or onto, being in or on, or getting out of or off your vehicle or a substitute vehicle.

We will only cover liability for death or bodily injury when there is no insurance required by law that already provides this cover. If this insurance was available to you and you did not take it, we will not pay the claim.

For **exclusions to this cover**, see page 7 ►

Optional cover that can be added to your policy

You can broaden the scope of your cover by adding one of the following options. You will need to apply for this cover, and pay an additional premium. Any options that we agree to add to your policy will be listed on your current schedule.

Hire car costs after an incident

COMPREHENSIVE

Under your standard policy, we will pay your hire vehicle costs after theft or attempted theft for up to 21 days.

If you add this option, we will also pay the cost of a hire car following any other incidents for which we cover you under this policy.

We will only cover the cost of a hire car up to $100 per day (inclusive of GST):

- until your car is repaired, **or**
- until we settle your claim if your car is a total loss,

up to a total of 21 days, whichever is the shortest period of time.

The hire car must be similar to your own car:

- we will help to arrange a hire car similar to your car.

We will not cover:

- loss or damage to the hire car, or any costs to run the hire car, including the cost of fuel,
- liability which results from using the hire car (except any amount for any excess and security bond you pay under your hire car agreement under this optional cover), **or**
- any other additional hire costs.

If you withdraw your claim, or we refuse to accept the claim, you may be required to refund to us any costs we incur for the hire car.

We will also pay up to $2,000 in total for any excess and security bond you pay under your hire car agreement because there is loss or damage to the hire car or it causes loss or damage.

This cover is only available for cars.

Windscreen extension

COMPREHENSIVE

If you add this option, we will cover the costs to repair or replace the windscreen or window glass of your vehicle when there is no other damage, without:

- affecting your No Claim Bonus, **and**
- you paying an excess.

We will only cover this once during your period of insurance.

For **exclusions to this cover**, see page 7 ►

One at-fault claim protection

COMPREHENSIVE

If you add this option, we will protect your No Claim Bonus for one at-fault claim during your period of insurance.

To be eligible, you must be on the maximum No Claim Bonus.

If you make more than one at-fault claim during your period of insurance, your No Claim Bonus will be reduced at the next renewal of your policy.

You may automatically qualify for Earned No Claim Bonus Protection. This option only applies to Comprehensive cover for your car.

For **exclusions to this cover**, see page 7 ►
To find out about your **No Claim Bonus**, see page 1 ◄

All at-fault claims protection

COMPREHENSIVE

If you add this option, we will protect your No Claim Bonus for all at-fault claims during your period of insurance.

To be eligible, you must be on the maximum No Claim Bonus.

You may automatically qualify for Earned No Claim Bonus Protection. However, you will still need to choose this option if you want to be protected for all at-fault claims.

For **exclusions to this cover**, see page 7 ►
To find out about your **No Claim Bonus**, see page 1 ◄

Exclusions To Your Cover

Any cover we provide is subject to the following exclusions.

Incident, additional, and optional cover exclusions

We will not cover:

- any other costs you incur because your vehicle is damaged, stolen or burnt
- reduction in value of your vehicle due to its age and condition
- costs of any part, or parts, of your vehicle that wear out
- repairing or replacing parts that have failed or broken down
- rust or corrosion in, or on, your vehicle
- damage to the tyres on your vehicle that occurs by applying the brakes, or by punctures, cuts or bursting of the tyres.

Liability exclusions

We will not cover:

- penalties, fines or awards of aggravated, exemplary or punitive damages made against you, a nominated driver, an authorised driver, or a passenger
- incidents where there is insurance required by law that provides cover for your liability, or it was available to you, and you did not take it out
- any disease that is transmitted by you, any member of your family who normally lives with you, a nominated driver, an authorised driver, or any passengers.
- liability for any agreement or contract you, a nominated driver, or an authorised driver enter into, **unless**:
  - the nominated driver, or the authorised driver would have been liable without the agreement or contract
- damage to property that belongs to, or that is in the control of:
  - you, any member of your family who normally lives with you, or any other person who normally lives with you
  - a nominated driver, or any member of the nominated driver's family who normally lives with that nominated driver
  - an authorised driver, or any member of the authorised driver's family who normally lives with that authorised driver
  - any person you, a nominated driver, or an authorised driver employ,

  however:

  we will pay claims arising from damage to a residential building that is rented and occupied by any of the above people
- personal injury to:
  - you, any member of your family who normally lives with you, or any other person who normally lives with you
  - a nominated driver, or any member of the nominated driver's family who normally lives with that nominated driver
  - an authorised driver, or any member of the authorised driver's family who normally lives with that authorised driver
  - any person you, a nominated driver, or an authorised driver employ.
- any liability, cost or expense that arises or results from, or is in any way connected with, asbestos, whether directly or indirectly.

General exclusions

We will not cover any loss, damage or liability:

- that occurs outside Australia
- that does not occur within your period of insurance
- if there is a special condition listed on your current schedule that states that there is no cover when the vehicle is driven by a specified person, and that person was driving the vehicle at the time of the incident
- deliberately caused by you, a member of your family, a nominated driver, or an authorised driver
- where you, a nominated driver, or an authorised driver
  - had a blood alcohol level higher than the level allowed by law
  - were under the influence of alcohol or drugs
  - refused a test to determine alcohol or drug levels, including a failure to report to a Police station within the legal time frame following an incident that requires a drug or alcohol test, or
  - did not remain at the scene of the incident for the time required by law, or until the Police arrived without any reasonable excuse

  however, this exclusion will only apply to you if you knew, or should have known, that the nominated driver, or the authorised driver was under the influence of alcohol or drugs, or had a blood alcohol level higher than the level allowed by law:
  - the law that will apply is the law of the State or Territory where the loss, damage or liability occurred.
- if you have chosen a Nominated Driver Motor Vehicle Insurance Policy or a Nominated Driver Low Kilometre Motor Vehicle Insurance Policy and your vehicle is driven by someone who is under 25 years of age, unless it is being:
  - parked by a parking attendant
  - repaired, serviced or tested, or
  - used to transport a person in the event of a medical emergency

- if your vehicle or a substitute vehicle is being used for:
  - an unlawful purpose or any purpose other than that for which your vehicle was made if any of these things caused or contributed to the incident
  - hire
  - carrying passengers and you, a nominated driver or an authorised driver get paid for doing so (this does not include a private transport pooling arrangement or if your employer pays you a travel allowance)
  - carrying goods and you or a nominated driver or authorised driver are paid for doing so
  - any race, rally, trial, test, contest, driver training, track day or any kind of motor sport
- if you have not met your responsibilities to us. The course of action we take when you have not met your responsibilities will be considered in each circumstance based on the impact or effect your failure to meet your responsibilities caused or contributed to the claim.

Check **your responsibilities**, see page 9 ►

We will not cover any loss, damage or liability:

- if your vehicle or a substitute vehicle is:
  - in an unsafe condition, and you knew, or should have known that it was unsafe to use, but only to the extent that the unsafe condition caused or contributed to the loss, damage or liability
  - used, or driven by, an unlicensed driver, but this exclusion will not apply if you could not reasonably have known that the person using or driving your vehicle or a substitute vehicle was unlicensed
  - unregistered, **unless**

    you have told us about it, and we have agreed to cover the vehicle
  - damaged in an incident and you do not take reasonable steps to prevent further loss or damage, including if your vehicle is stolen and then found, and you have been told where it is.

We will not cover any loss, damage, liability, cost or expense:

- caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power
- that is caused by, or arises or results from, the lawful seizure, confiscation, nationalisation, requisition, or destruction of, or damage to, your vehicle by any law enforcement agency, government authority or someone with the legal authority to do this
- directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
  - an act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or
  - any action taken to control, prevent, suppress, retaliate against, or respond to an act of terrorism
- caused by or arising from any nuclear, radioactive, biological or chemical material, or the use, handling or transportation of such material.

We do not cover:

- mechanical, structural, electrical, hydraulic, or electronic breakdown or failure. However, this exclusion will not apply to any claim under the incident, additional and optional cover sections of this policy to the extent that the failure or breakdown results in damage to your vehicle by accident or fire.
- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
  - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
  - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

  provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event we cover you for under this policy except if caused by vandalism or a malicious act. For example, we will not cover you if your vehicle's GPS or security system cannot be used because of a cyber attack, but we will cover you for theft of your vehicle if it is stolen after your vehicle's security system is impacted by a cyber attack
- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data
- seepage, pollution or contamination, or any loss, damage, liability, injury, death, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination
- any loss, damage or liability directly caused by a communicable disease or the threat or perceived threat of any communicable disease
- consequential loss including any loss which results because you can't use your vehicle unless it is specifically covered under this policy. This means we will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation.

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

Your Responsibilities To Us

Your responsibilities when you are insured with us

When you take out a policy with us or make a claim, you have certain responsibilities that are set out in this section. These responsibilities also apply to any person that is covered by your policy.

If you don't meet your responsibilities, we may refuse to pay your claim or reduce what we pay for your claim. We may also decide to cancel your policy.

You must tell us if:

- any changes have been made to:
  - the address where your vehicle is usually kept
  - the way your vehicle is used
  - the regular drivers of your vehicle
- you have added any modifications, manufacturer's options or accessories to your vehicle
- any drivers of your vehicle have:
  - committed any driving or criminal offence, **or**
  - had their licence suspended, cancelled or restricted
- there are any changes in circumstances during the period of insurance.

If you tell us about any of these things, we may charge an additional premium, change the cover of your policy, impose special conditions, or cancel your policy.

It is important for you to know that we may make changes to this policy as a result of a change in your information. When there is a change, we will inform you.

In addition, you must also:

- be truthful and frank in any statement you make in connection with your policy
- pay your premium, including paying instalments regularly
- take reasonable precautions to avoid a claim being made
- take reasonable steps to ensure you or anyone acting on your behalf obeys all relevant laws
- not make a fraudulent claim under this insurance policy or any other policy
- follow the conditions of this policy.

The course of action we take when you fail to do any of these things will be considered in each circumstance based on what impact or effect your failure to do so caused or contributed to the claim.

We understand that in some circumstances you may not be able to meet your responsibilities for reasons that are beyond your control. For example, if you are seriously injured and you cannot provide us with information to help us process your claim. You may also experience personal circumstances which could impact a claim under this policy. For example, mental health conditions, or the conduct of others such as acts of violence or intimidation. If this happens, you or any other insured should speak to us about your situation so we can consider how best we can help.

Your responsibilities when you make a claim

When you make a claim you must meet a number of responsibilities.

You must:

- be truthful and frank in any statement you make in connection with a claim
- take safe and reasonable steps to prevent any further loss, damage or liability occurring
- inform the Police as soon as possible if your vehicle is lost, stolen, vandalised or maliciously damaged
- keep all damaged property so we can inspect it at a reasonable time and place we choose if required
- give us any information or assistance we require to investigate and process your claim:
  - this may include you, or any driver, or any other occupant of your vehicle providing statements or information to investigators or assessors, even after a claim has been settled. We will only make a request for information or assistance that is relevant to our investigation and assessment of your claim and we will provide an explanation as to why it is needed
- not pay or promise to pay for a claim, or admit responsibility for a claim
- not repair or replace any damaged property without our consent.

In addition, you also give us your rights to claim from anyone else:

- if you have a right to claim from anyone else for an incident covered by us, you give us your rights to make that claim, to conduct, defend or settle any legal action and to act in your name – *you must not do anything which prevents us from doing this and you must give us all the information and cooperation that we require*.

  When we make a request we will only ask for information or cooperation that is relevant to our entitlement to make a claim against anyone else or conduct, defend or settle any legal action, and we will tell you why it is needed.

If you do not meet your responsibilities

If you do not meet your responsibilities, we may refuse or reduce a claim, cancel your policy, or do both.

If we cancel your policy we will advise you in writing.

The course of action we take when you do not meet your responsibilities will be considered in each circumstance based on what impact or effect your failure to comply caused or contributed to the claim or our decision to issue your policy.

Extra Help

We understand that there are circumstances in which you may need additional or alternative support or assistance. The General Insurance Code of Practice provides some examples and includes your physical or mental health, family or financial situation, cultural background or disability. If you are comfortable, please call and tell us about your situation and we will work with you to arrange support. Further information about the support we provide, including our Family and Domestic Violence policy, can be found on our website: cgu.com.au.

Our Commitment To You

The General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit us to high standards of service
- to promote better, more-informed relations between us and you
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for resolving complaints you make about us, **and**
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code or the Code Governance Committee.

See **back cover** for contact details ►

Our guarantee

Our Guarantee assures you of quality insurance and service at all times.

Fair dealing guarantee

We will meet any claims covered by your policy fairly and promptly.

Money back guarantee

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 21 days with a full refund of your premium. However, your cooling-off period no longer applies if you make a claim within this time.

Repair guarantee

We offer a guarantee on the workmanship of repairs authorised by us.

If repairs we have authorised for your vehicle are faulty, and we have agreed they are faulty, we will arrange to have them fixed at no cost to you.

However, you must allow us to inspect your vehicle at a reasonable time and place we choose, before any faulty repairs are fixed.

This guarantee is for the life of the vehicle. This guarantee is in addition to any statutory rights and warranties that you may be entitled to.

Wear and tear is not covered by this guarantee.

Service guarantee

We will provide you with the highest standard of service.

How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at cgu.com.au/privacy. Alternatively, contact us at privacy@cgu.com.au or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

How To Take Out Insurance

How to apply for insurance

1. If you are taking out a policy with us for the first time, contact us or your insurance adviser, or apply on line at cgu.com.au. You can also send correspondence to GPO Box 9902, in your capital city

If we agree to insure you, we will send you a schedule setting out the details of your policy.

Check **your responsibilities**, on page 9 ◄

2. Pay your premium

See **Your premium**, on page 12 ►

How to renew your insurance

1. If you already have a policy with us, we may send you an offer to renew your insurance before your current policy expires

We will send you an updated schedule and quote a premium based on the information contained in your current policy.

If you have any questions, contact us or your insurance adviser

2. Review the proposed policy and premium we offer

If you paid your last premium by instalments, we will continue to deduct payments from your nominated account.

If you paid your last premium in one lump sum, we must receive your payment by the due date, otherwise your vehicle will not be insured.

Check **your responsibilities**, on page 9 ◄

3. Pay your premium

See **Your premium**, on page 12 ►

4. Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

How to change your policy

1. Contact us or your insurance adviser to change or vary your policy

You may want to make certain changes to your policy, or notify us of changes to the information you have given us.

You will be sent an endorsement schedule that includes any changes or variations you have requested and we have agreed to, and any conditions we may have applied to that agreement. An additional premium may apply to the requested change.

2. Check the changes

3. Pay any additional premium if it has increased

We will tell you if your premium has increased. If you pay your premium by instalments, we will adjust your instalments and continue to deduct the new amount from your nominated account. If you pay your premium in one lump sum, we must receive your additional payment within one month.

If we make the change before you pay any additional premium, then you must pay the additional premium by the date we tell you it is due or we may remove the change from your policy. If we cannot remove the change and maintain cover, we may cancel your policy.

How to cancel your policy

1. If you want to cancel your policy contact us, or your insurance adviser

We may need your request in writing. If you cancel your policy before it ends, we will refund an amount for the unused premium.

If you replace your vehicle

1. If you replace your vehicle with another vehicle, your cover for the original vehicle will end

If you replace your vehicle within one month of disposing of it, we will provide the same cover for your replacement vehicle for 14 days from the date you take possession of it.

2. If you wish to continue cover for your replacement vehicle

You will need to contact us or your insurance adviser to take out a policy within 14 days, or your cover will end. If we do continue the cover, we will advise you of any change to the premium or terms of the insurance.

Your premium

1. How we calculate your premium

We may base your premium on the policy type, level of cover, options you have chosen, whether you have nominated a market or agreed value for your vehicle, any excesses or special conditions that apply, and on the value of your vehicle, the age, make and model of your vehicle, if there are any modifications, manufacturers options or accessories, where your vehicle is kept, what your vehicle is used for and whether you have finance on your vehicle and the type of finance.

Your premium is also affected by the age, gender, driving experience and claims history of the drivers.

This is not an exhaustive list of our pricing factors.

We collect information in relation to these factors from you and other sources and we use our data, models, and experience to assess how important each factor is for your policy. At any time we may change the relative importance of any of the pricing factors or how they combine to affect your premium, and we may add to or remove pricing factors from the calculation as we require.

Your premium, including any discounts You may be eligible for, are subject to minimum premiums. We consider the minimum amount We are prepared to sell the policy for and may adjust Your premium to ensure it does not fall below the minimum amount. Any discounts will be applied to Your Policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

Premiums are also subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty.

Your premium, including any taxes and charges, will be listed on your schedule.

2. How to pay your premium

When you take out insurance, you need to pay your annual premium or any instalments by the due date specified on your schedule. An instalment is unpaid if it cannot be deducted from your nominated account or credit card. If your premium is overdue, we will send you a notice outlining the overdue amount and when it needs to be paid.

If your premium remains unpaid after the time period specified in the notice we send, we will:

- cancel your policy for non-payment, **and**
- refuse to pay any claim for an incident occurring after the cancellation date.

If you pay by instalment, we will send you a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If you need to make a claim when your policy is overdue, and before your policy has been cancelled for non-payment, we will require you to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows, we can reduce the settlement payment by the overdue amount.

How To Make A Claim

1. Make sure you have all the information you need to support your claim

We will need:

- contact details of any people involved in the incident, including their name, current residential address and vehicle registration and who they are insured with
- any letters, notices or court documents about the incident as soon as reasonably possible after receiving them
- the incident report number for any claims in relation to theft or attempted theft, vandalism or a malicious act
  - the Police will provide you with this number when you report the incident to them.

2. Contact us or your insurance adviser to make a claim

You need to make your claim as soon as reasonably possible – any delays may reduce the amount that we pay, or prevent us from paying a claim.

We will give you immediate advice and assistance with your claim, 24 hours a day, 7 days a week.

We will ask you a range of questions to help us assess your claim. Remember that a claim made by one person is treated as a claim made by all of the people listed as the insured on your schedule.

We may:

- ask you to provide us with certain documents to help substantiate proof of ownership of your vehicle, or any personal items, baby capsules or child seats

The types of documents we ask for depend on the situation and can include:

- tax invoices for items bought or services used
- valuation, model and serial numbers
- credit card or bank statements
- photos
- registration documents
- hire car agreements, **and**
- finance agreements.

We may compare information you give us with a range of other sources – for example, auction or sale websites.

To find out about **your responsibilities when you make a claim**, see page 9 ◄

To find out **how we settle a claim**, see next page 13 ◄

How we settle your claim

1. We will decide how we will settle your claim

If your vehicle suffers loss or damage as a result of an incident that we have agreed to cover, we will decide whether to:

- repair your vehicle, **or**
- replace your vehicle, **or**
- pay you the cost to repair your vehicle, **or**
- depending on the cover you have chosen, pay you the agreed or market value as listed on your current schedule.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

When we settle a claim for any additional covers under your policy, we will decide whether to:

- repair them, **or**
- replace them.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

We will pay up to the maximum amount for that cover as listed in the additional covers section.

If your claim is a liability claim, we may choose to take over the defence of the claim.

When we settle your claim, the law that will apply is the law of the State or Territory where the loss, damage or liability occurred.

If you make a claim under Comprehensive cover for your car your No Claim Bonus may be affected.

To find out about your **No Claim Bonus**, see page 1 ◄

2. If you need to pay an excess

We will tell you if you need to contribute the excess. We will tell you whether to pay the excess to us, the repairer or the supplier as part of the finalisation of your claim.

To find out **what types of excess may apply**, see page 2 ◄

3. If we decide your vehicle should be repaired, we can help you find a repairer who is part of our partner network, or you can choose your own repairer

We will decide whether to authorise and pay for the fair and reasonable costs of repairs, **or** decide whether to pay you the fair and reasonable cost to repair your vehicle. If we choose to pay you we will deduct:

- any excess, **and**
- any input tax credit you are entitled to under *A New Tax System (Goods and Services Tax) Act 1999*.

In determining the fair and reasonable cost, we may consider a number of factors, including quotes from other repairers.

For all repairs:

- we may need to inspect your vehicle at a reasonable time and/or place we choose before authorising repairs. If so, we will tell you where you need to take your vehicle or have your vehicle towed
- we may require you to contribute to the costs if the repairs to your vehicle leave it in a better condition than before the incident. However, we will not proceed with these repairs until we have discussed this with you and sought your agreement, **and**
- we will not cover any additional costs incurred through the extensive delays and difficulties you, or any repairer or supplier appointed or engaged by you has in obtaining parts that may result from delay on your part or on the part of any repairer you have chosen or if we, or our repairer or supplier has problems getting parts for reasons beyond our, or our repairer or supplier's control.

For details of **Choice of repairer**, see page 15.

4. If your vehicle is a total loss and we decide to pay you

We will pay you the agreed or market value of your vehicle, as listed on your schedule, after deducting:

- any excess
- any unpaid premium due for the remainder of the policy period
- any input tax credit you would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999*, **and**
- the unused portions of registration and Compulsory Third Party (CTP) Insurance.

After we settle your claim for a total loss your policy comes to an end and no refund of your premium is due. Any salvage becomes our property.

5. If your vehicle is a total loss and we have agreed to replace your vehicle

We will replace your vehicle with:

- a vehicle of the same make, model and series, provided it is available locally, **or**
- the nearest equivalent.

We will also cover:

- the dealer delivery fee, **and**
- the first 12 months of registration and Compulsory Third Party (CTP) insurance, if applicable on the replacement vehicle.

If your vehicle is under finance, we will need written consent from your financier before we can offer you a replacement vehicle.

You will need to:

- contribute any excesses that may apply, **and**
- pay any unpaid premium due for the remainder of the policy period.

We will tell you who to pay these to.

After we settle your claim for a total loss your policy comes to an end and no refund of your premium is due. Any salvage becomes our property.

For details of **when we will replace your vehicle**, see page 5 ◄

6. If your vehicle suffers loss or damage as a result of a collision and we have agreed to provide cover under Uninsured motorist damage

We will pay you the market value of your vehicle or the cost to repair your vehicle, including towing, up to $5,000 after deducting:

- any unpaid premium due for the remainder of the policy period, **and**
- any input tax credit you would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999*, or any input tax credits you would have been entitled to, if you had paid to repair or replace your vehicle.

Motor Vehicle Insurance and Repair Industry Code of Conduct

The Motor Vehicle Insurance Repair and Code of Conduct (Motor Vehicle Code) aims to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication. We support the Motor Vehicle Code and are committed to continually reviewing Our operations to make sure we comply with it.

Choice of repairer

Where we elect to repair your vehicle, you can choose a repairer, or we can choose one for you.

We have an extensive network of partner repairers across Australia who meet our high quality standards. If you choose a repairer that is part of our network of repairers to fix your vehicle, then we'll manage the whole repair process for you – with minimal fuss – so you don't have to worry. We'll also provide a lifetime guarantee on the workmanship of these repairs we authorise.

If you choose your own repairer, you must:

- choose a repairer that has all necessary licences and authorisations required by law, **and**
- obtain our authorisation for the repairs and quoted cost before these repairs are commenced.

We may require you to provide an alternative quote from a repairer of our choice for the repair of your vehicle.

If we do not accept your choice of repairer, we must co-operate with each other to select another repairer that we both agree on. This repairer must have the necessary qualifications, skills and equipment to undertake the repairs.

In repairing your vehicle, we may arrange for the repair to be carried out by a specialist service provider, for example windscreen repairs.

For details **about Repair guarantee**, see page 10.

Parts used to repair your vehicle

Generally, we use the following parts to repair your vehicle.

If your vehicle is:

- under 3 years, we use genuine new parts (when reasonably available)
- 3 years or older, we use:
  - genuine new parts, or
  - quality non-mechanical reusable parts.

Regardless of your vehicle's age, we may use non-genuine parts for windscreens, sunroofs, window glass, radiators and air conditioning components. Non-genuine parts are those parts not manufactured by a supplier to the original manufacturer of the Vehicle.

We only use quality non-mechanical reusable parts when it:

- is consistent with the age and condition of your vehicle
- does not affect the safety or the structural integrity of your vehicle
- complies with your vehicle manufacturer's specifications and applicable Australian Design Rules
- does not adversely affect the way your vehicle looks after it has been repaired, and
- does not void or affect the warranty provided by your vehicle's manufacturer.

Claim payment examples

These claim payment examples show you how a claim settlement may be calculated and what you may be required to pay based on some practical scenarios. These are examples only, do not cover all scenarios or benefits and do not form part of the policy terms and conditions. Any actual claim settlement amount will depend upon the facts of each case.

Claim Example 1 – Repairs to your vehicle	
Policy Type	Motor Vehicle Insurance Policy
Level of cover	Comprehensive
Agreed or market value	Market value
Optional cover	None
Excess(es) applicable to your policy	Basic excess $800
Loss or damage	You are driving your vehicle and have an accident with another vehicle, where you are the at fault driver. Your vehicle is undrivable and is towed from the accident scene to a repairer. We authorised the tow. The towing cost is $350. The cost of repairs is $5,000. You decide to hire a car for 6 days while your vehicle is being repaired. You pay $75 per day for the hire car.
How we settle your claim	We accept your claim under the policy and decide to repair your vehicle. • You pay the $800 basic excess to the repairer. • We pay the repairer $4,200 ($5,000 less the $800 basic excess). • We pay the towing company $350. • We don't pay for your hire car as you did not select the optional cover 'Hire car costs after an incident' – see page 6

Claim Example 2 – Total loss of your Vehicle	
Policy Type	Motor Vehicle Insurance Policy
Level of cover	Comprehensive
Agreed or market value	Agreed value $25,000
Optional cover	Hire car costs after an incident
Excess(es) applicable to your policy	Basic excess $800 Age excess $400
Unpaid monthly premium instalments	4 x $55 per month
Loss or damage	Your 22-year-old son is driving your vehicle and has an accident with another vehicle. Your son is the at fault driver. He is listed on your policy as a driver. Your vehicle is undriveable and is towed from the scene of the accident to a repairer. We authorised the tow. The towing cost is $350. You hire a car for 7 days, until we settle your claim, at a cost of $75 per day.
How we settle your claim	We accept your claim under the policy and assess your vehicle to be a total loss. Your vehicle has $250 of unused registration and compulsory third party insurance premium. • We pay the towing company $350 • We pay the hire car company $525 (7 days x $75 a day) • We pay you $23,330 calculated as follows: – Agreed value $25,000 – Less basic excess $800 – Less age excess $400 – Less unpaid premium instalments $220 (5 x $55) – Less unused registration and Compulsory Third Party (CTP) Insurance $250 – **Total $23,330** You arrange your unused registration and CTP insurance refund of $250 from your relevant motor registration authority and CTP Insurer. Your policy comes to an end. We retain your vehicle.

Claim Example 3 – Third Party Fire & Theft – Total Loss of Vehicle	
Policy type	Motor Vehicle Insurance
Level of cover	Third Party Fire & Theft
Agreed or market value	Market value
Excess(es) applicable to your policy	Basic excess $800
Unpaid monthly premium instalments	5 x $50 per month
Loss or damage	Your vehicle is damaged by fire.
How we settle your claim	We accept your claim under the policy and assess your vehicle to be a total loss. The market value of your vehicle is $10,000. Your vehicle has $70 of unused registration and compulsory third party insurance premium. • We pay you $8,880 calculated as follows: – Market value $10,000 – Less basic excess $800 – Less unpaid premium instalments $250 (5 x $50) – Less unused registration and Compulsory Third Party (CTP) Insurance $70 – **Total $8,880** You arrange your unused registration and CTP insurance refund of $70 from your relevant motor registration authority and CTP Insurer. Your policy comes to an end. We retain your vehicle.

Claim Example 4 - Excess greater than claim amount	
Policy type	Motor Vehicle Insurance Policy
Level of cover	Comprehensive
Agreed or market value	Market value
Optional cover	None
Excess(es) applicable to your policy	Basic excess $800
Loss or damage	Your vehicle is damaged while parked by an unknown driver. We assess the damage. The cost of repairs is $650.
How we settle your claim	As your basic excess is $800, we will not be able to proceed further with your claim or pay anything under your policy because your excess is more than the repair costs for the damage to your vehicle.

How to resolve a complaint or dispute

1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

See **back cover** for contact details ►

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. If you are not satisfied with our response you can go to step 2.

2. Seek a review

If the matter is still not resolved the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute.

If you are still not satisfied with our response to your dispute you can go to step 3.

3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about option(s) available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

Further information about our complaint and dispute resolution procedures is available by contacting us.

See **back cover** for contact details ►

Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event that CGU Australia Pty Ltd trading as CGU Insurance becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from http://www.fcs.gov.au.

Glossary

Some key words used in this policy have a special meaning. Wherever the following words are used in the policy, they mean what is set out below:

accidental damage
an incident that results in loss or damage to your vehicle.

accessory
any alteration or addition to the vehicle that adds value to the vehicle but does not enhance the performance or alter the safety or handling of the vehicle.

act of terrorism
includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto 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) de jure or de facto, and which:
- involves violence against one or more persons
- involves damage to property
- endangers life other than that of the person committing the action
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

agreed value
the fixed amount we agree to insure your vehicle for as shown on your current schedule. This value includes modifications, manufacturer's options and accessories that we have agreed to insure.

at-fault claim
incidents caused by the driver, or incidents not caused by the driver when the driver is unable to identify and provide the name, current residential address details and vehicle registration of the person that caused the incident. It does not include an incident where loss or damage is caused by a storm or other naturally occurring event.

authorised driver
a person you allow to drive your vehicle.

communicable disease
means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, **and**
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

driver
a driver or rider of your vehicle.

endorsement schedule
a document that includes any information from the existing schedule that has not changed or varied, and confirms any alteration to the coverage, and terms and conditions of your policy.

excess
when you make a claim, the excess is what you are required to contribute to the claim.

family
your family members who normally live with you at your home, including your legal or de facto spouse and any member of their family who normally lives with you at your home.

flood
the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:
a) a lake (whether or not it has been altered or modified);
b) a river (whether or not it has been altered or modified);
c) a creek (whether or not it has been altered or modified);
d) another natural watercourse (whether or not it has been altered or modified);
e) a reservoir;
f) a canal;
g) a dam.

incident
a single occurrence or a series of occurrences, including an accident or series of accidents, – not including a breakdown – arising out of one event.

inexperienced driver
a driver of your vehicle 25 years of age or over who has not held a driver's licence for the two consecutive years, before the claim occurs.

malicious act
an act done with intent and without your consent.

manufacturer's option
see '*accessory*'.

market value
our assessment of your vehicle's value at the time of the incident you are claiming for, using local market prices and considering the age and condition of your vehicle. It includes:
- any modifications, options or accessories that are attached to the vehicle
- GST
- registration
- Compulsory Third Party Insurance (if applicable), **and**
- other on-road costs.

But it does not include:
- allowance for dealer profit
- warranty costs
- future stamp duty, **or**
- transfer fees

medical emergency
a physical condition, or illness, that places a person's life at risk.

modification
any alteration or addition to the vehicle which enhances the performance or alters the safety or handling of the vehicle.

No Claim Bonus
a discount that we apply to Comprehensive cover for your car premium for each year that you do not make an at-fault claim.

nominated driver
the person or persons listed on your schedule as the nominated drivers. They must be 25 years of age or older.

period of insurance
the length of time between the start date and end date of your policy as listed on your current schedule.

personal items
any items, tools or appliances – excluding money, cheques, financial transaction cards, or any property used for earning an income.

premium
the total amount you pay for your insurance that includes applicable government taxes such as GST, and any duties or charges payable by you. It is shown on your current schedule. You can pay your premium annually in one lump sum, or by instalments.

salvage
what is left of your vehicle following a total loss. We will take possession of any salvage after we have settled your claim.

schedule
your current schedule is a document outlining the details of your insurance cover. Your schedule may be called a policy, renewal or endorsement schedule.

special conditions
exclusions, restrictions or extensions to cover that are imposed on specific matters or people, before we will provide insurance.

standard equipment
the standard equipment fitted to your vehicle at the time of manufacture. It does not include any modifications, manufacturer's options, or accessories.

substitute vehicle
a similar vehicle type to your own that you do not own that has been borrowed or hired because your vehicle cannot be driven. For liability claims only we treat your substitute vehicle as your vehicle.
See '*your vehicle*'.

Supplementary Product Disclosure Statement (PDS)
a separate document that updates, corrects or adds to the information contained in this PDS.

total loss
when we decide that it is uneconomical to repair your vehicle.

unlicensed driver
an unlicensed driver includes a driver who:
- does not hold a licence
- is a cancelled, suspended, or disqualified driver
- is a learner driver not accompanied by a licensed driver (who holds the class of licence required by the learner's permit)
- does not hold the appropriate class of licence for the vehicle used or driven.

us, we and our
refers to:
CGU Australia Pty Ltd ABN 62 004 478 960 AFSL 700014
trading as CGU Insurance

you
the person or persons named as the insured on your current schedule. If more than one person is named as the insured, we will treat a statement, act, claim or a failure to act, including a failure to do, or say something by any one of these people as a statement, act, omission or claim by them all.

your home
your usual residential address in Australia.

your policy
the contract between you and us which provides you with insurance cover in exchange for a premium. Your policy is made up of two documents:
- this Product Disclosure Statement and Policy Booklet (PDS) and any supplementary PDS, plus
- your current schedule.

your vehicle
refers to:
your car, including any standard equipment in, or on it.
Your vehicle must be:
- the vehicle shown on your current schedule
- registered for use on a public road
- in a condition that complies with registration requirements in your State or Territory.

Your vehicle includes:
- any modifications, manufacturer's options or accessories in, or on it that you have told us about, and we have agreed to cover.
  - any modification, manufacturer's options or accessory must be listed on your current schedule.

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

CONTACT DETAILS

ENQUIRIES 13 24 81
CLAIMS 13 24 80

MAILING ADDRESS
GPO BOX 9902 IN YOUR CAPITAL CITY

CGU.COM.AU

SYDNEY
GPO Box 244
Sydney
NSW 2001

MELBOURNE
181 William St
Melbourne
VIC 3000

BRISBANE
189 Grey St
South Bank
QLD 4101

PERTH
46 Colin St
West Perth
WA 6005

ADELAIDE
80 Flinders St
Adelaide
SA 5000

Preparation date 01/10/2025

Insurer
CGU Australia Pty Ltd
ABN 62 004 478 960 AFSL 700014
trading as CGU Insurance

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CV908 REV1 10/25