MOTOR VEHICLE

INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY

SCTP Wording

MOTOR VEHICLE

Steadfast
THE STRENGTH YOU NEED

About Steadfast

Steadfast Group Limited (Steadfast) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast brokers. This policy is available exclusively to You through a Steadfast broker. Steadfast does not issue, guarantee or underwrite this policy.

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 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.

This PDS was up to date at the time it was prepared. From time to time we will need to update this PDS. If the update results in a material change from the PDS you hold, we will send you another PDS or a supplementary PDS. You may request a copy of the PDS free of change at any time by contacting us.

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

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About This Insurance

A brief overview

Motor Vehicle Insurance provides cover for your car anywhere in Australia. The insured car is referred to as 'your vehicle' in this booklet. The definition of "your vehicle" is included in the glossary section of this booklet. Under this insurance you can choose from two different levels of cover.

Levels of cover you can choose from

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

You can choose from:

- **Comprehensive, or**
- **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.

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

To find out about **optional cover that can be added to your policy**, see page 18 ►

Third Party Property Damage provides cover for:

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

To find out **what this policy covers**, see page 7 ►

Excesses that may apply when you make a claim

An excess is your contribution towards the cost of a claim. Your policy schedule shows the type of excess(es) that applies to your policy and the amount of the excess(es). We may apply more than one type of excess. We will tell you if you need to pay an excess, or more than one excess. 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.

There are four types of excesses that may apply:

- vehicle excess – this applies to most claims under the policy
- driver excess – this applies in addition to the vehicle excess when a person less than 25 years of age, or is 25 years of age or older and has not held a driver's licence for the last 2 consecutive years before the claim occurs, is listed as a driver on the policy schedule and is driving your vehicle
- undisclosed driver excess – this applies in addition to the vehicle excess when a person is not listed as a driver on the policy schedule and is driving your vehicle
- special excess – this applies in addition to the vehicle excess when we decide to apply a specific amount to an owner or listed driver.

Vehicle excess

If you make any type of claim you must contribute the vehicle excess that applies. The vehicle excess will be shown on your policy schedule. In some circumstances a vehicle excess does not apply – see the "When an excess does not apply" section for details.

We determine the vehicle excess that will apply at the time your policy is taken out based upon the type of insurance you have chosen, the make and model of your vehicle and the state or territory in which your vehicle is used.

You may be able to change your vehicle excess. If you choose a higher vehicle excess, your premium may be reduced. If you choose a lower vehicle excess, your premium may be increased.

Driver excess

This excess is paid in addition to any vehicle excess if the driver of the vehicle is a driver listed on the policy schedule and is less than 25 years of age or if the driver is 25 years of age or over and has not held a driver's licence for the 2 consecutive years before the claim occurs. The driver excess will be shown on your policy schedule. This excess will not apply if the vehicle is being driven by a parking attendant, being repaired, serviced or tested, or used to transport a person in the event of a medical emergency at the time of the incident.

You cannot pay an additional premium to remove a driver excess.

Undisclosed driver excess

This excess is paid in addition to any vehicle excess when the driver of your vehicle is:

- 25 years of age or older and is not listed as a driver on the policy schedule, **or**
- 25 years of age or over and has not held a driver's licence for the 2 consecutive years before the claim occurs and is not listed as a driver on your policy schedule, **or**
- less than 25 years of age and is not listed as a driver on your policy schedule.

The applicable undisclosed driver excess for each of the above will be shown on your policy schedule. We determine the type of undisclosed driver excess that will apply at the time of a claim based upon the age and the licence history of the driver. This excess will not apply if the vehicle is being driven by a parking attendant, being repaired, serviced or tested, or used to transport a person in the event of a medical emergency at the time of the incident.

You cannot pay an additional premium to remove an undisclosed driver excess.

Special excess

This excess is paid in addition to any vehicle excess when we decide to apply a specific amount to an individual owner or listed driver. If we impose a specific amount as your special excess we may do so after taking into account your claims history, listed drivers age, criminal convictions and licence cancellation or suspensions. This is not an exhaustive list of factors we may consider. The special excess will be shown on your policy schedule.

You cannot pay an additional premium to remove a special excess.

Learner Drivers

If your vehicle is being driven by a learner driver, the applicable excesses will be based on the supervising driver. The licence held by the supervising driver must meet the class of licence required by the learner's permit.

When an excess does not apply

You will not be required to contribute one or more excesses in the following circumstances:

If you have cover for	If you make a claim for	Then you will not need to pay
Comprehensive	theft or attempted theft vandalism or a malicious act loss or damage from storm, flood or fire, **or** damage to your vehicle while it is parked	driver excess or undisclosed driver excess
Comprehensive	an incident that we are satisfied was not in any way the fault of you, the driver of your vehicle or a passenger in your vehicle and you can provide the name and residential address of the person we are satisfied is at-fault	any excess
Comprehensive	windscreen, sunroof glass or window glass	any excess, only if you are entitled to under the relevant 'Windscreen extension' optional cover
Third Party Property Damage	an incident that we are satisfied was not in any way the fault of you, the driver of, or a passenger in, your vehicle and you can provide the name and residential address of the person(s) we are satisfied is at fault and the person we are satisfied is at fault is uninsured	driver excess or undisclosed driver excess

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' on page 16.

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.

In order for us to resolve whether you or someone else is responsible for an incident, 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 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 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; and
- more than one excess may apply.

For **exclusions to this cover**, see page 20 ►

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 72 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 48 ►

Fire

COMPREHENSIVE

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 72 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 72 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 49 ►

Theft or attempted theft

COMPREHENSIVE

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 13 ►

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 49 ►

Additional cover included in this insurance

Your insurance includes a range of covers we refer to as 'additional cover' for no additional premium. These covers are listed on the following pages. These additional covers are payable in addition to the sum insured for your vehicle or liability limit (as applicable) unless stated otherwise. The additional cover provided depends on whether you have comprehensive or third party property damage cover.

When you make a claim and you are at fault 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; and
- more than one excess may apply.

For how we **determine fault in an incident**, see page 6 ◄

For **exclusions to this cover**, see page 20 ►

Baby capsules and child seats

COMPREHENSIVE

We will pay for loss or damage to your baby capsules or child seats that are stolen from your vehicle or damaged in an accident while in your vehicle, up to $1,000 (inclusive of GST) for any one incident.

Choice of repairer

COMPREHENSIVE

If we accept a claim for loss or damage to your vehicle, you may choose any licensed repairer to repair your vehicle.

If you choose a repairer not in our network, you must:

- choose a repairer that has all necessary licenses 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, you must still cooperate with us to select another repairer, who has the necessary qualifications, skills and equipment to undertake the repairs that we both agree on.

We have an extensive network of partner repairers across Australia. 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. We'll also provide a lifetime guarantee on the workmanship of these repairs we authorise.

For **Repairer guarantee**, see page 30 ►

For **How we settle your claim**, see page 38 ►

For **Motor Vehicle Insurance and Repair Industry Code of Conduct**, see page 46 ►

Emergency or temporary repairs

COMPREHENSIVE

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 $500 (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.

Hire vehicle or alternative transport costs after theft or attempted theft

COMPREHENSIVE

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

We will only cover the cost of a hire vehicle or alternative transport 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 only cover either the costs to hire a replacement vehicle or the costs to use alternative transport – we will not pay both. Alternative transport costs include the use of taxis, rideshare services or public transport. We will require tax invoices and receipts for the alternative transport to be able to reimburse you.

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 enquiry

COMPREHENSIVE

THIRD PARTY PROPERTY DAMAGE

If you or an authorised driver require legal representation before a coroner, we will cover the legal costs, up to $10,000 (inclusive of GST).

We will only cover legal costs:

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

You must contact us before incurring these costs otherwise we may not cover you for these costs.

Personal items and Tools of Trade

COMPREHENSIVE

If personal items or tools of trade are damaged in an accident 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 or financial transaction cards.

For a definition of **personal items**, see Glossary page 49 ►

Removal of debris

COMPREHENSIVE

If your vehicle is damaged, we will cover the removal of vehicle debris from the site where it occurred, up to $1,000 (inclusive of GST).

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

If the keys to your vehicle are stolen, we will cover the cost to repair and re-code your locks and barrels, up to $2,000 (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 70,000 kilometres, **and**
- you bought your vehicle as a new or demonstrator vehicle.

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 40–41 ►

Storage costs for your vehicle

COMPREHENSIVE

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

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

If an additional tow is required to repair your vehicle, we will cover these costs if we agree to pay the costs of any further towing before they are incurred.

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 your trailer suffers loss or damage while attached to your vehicle we will pay up to $2,000 (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

If your vehicle suffers loss or damage as a result of an incident we have agreed to cover under 'What This Policy Covers', we will reimburse you for the transport and accommodation costs you incur up to $2,000 (inclusive of GST) in total.

We will provide this cover:

- from the scene of the incident
- to and from a hire vehicle provider that is to provide a vehicle for your use during the repairs but only if we authorise the repairs
- to and from the repairer that is performing the repairs to your vehicle but only if we authorise the repairs, **and**
- 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 temporary accommodation for you and your passengers for one night.

Uninsured motorist damage

THIRD PARTY PROPERTY DAMAGE

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 $4,000 (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; **and**
- registration details of the other vehicle; **and**
- 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.

For more information for how we **determine fault in an incident**, see page 6 ◄

For **towing and transport of your vehicle**, see page 14 ◄

Liability cover

We will cover you, 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 PROPERTY DAMAGE

We will cover liability claims up to $20,000,000 (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 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
- 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 purchase it, we will not pay the claim.

For **exclusions to this cover**, see page 21 ►

Optional cover that can be added to your policy

You can broaden the scope of your cover by adding one or more 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 vehicle or alternative transport costs after an incident

COMPREHENSIVE

Under your policy, we will pay your hire vehicle, or alternative transport 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 vehicle, or alternative transport, following any other incidents for which we cover you under this policy.

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

- until your vehicle is 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 only cover either the costs to hire a replacement vehicle or the costs to use alternative transport – we will not pay both. Alternative transport costs include the use of taxis, rideshare services or public transport. We will require tax invoices and receipts for the alternative transport to be able to reimburse you.

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 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 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.

Windscreen extension

COMPREHENSIVE

If you add this option, and the windscreen, glass sunroof or window glass of your vehicle is accidentally broken or damaged, you will not be required to pay an excess.

The damage to the windscreen, glass sunroof or window glass must be the only damage to the vehicle.

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

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, 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, an authorised driver, or any passengers
- liability for any agreement or contract you or an authorised driver enter into, **unless**:
  - 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
  - an authorised driver, or any member of the authorised driver's family who normally lives with that authorised driver
  - any person you 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
  - an authorised driver, or any member of the authorised driver's family who normally lives with that authorised driver
  - any person you 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, or an authorised driver
- where you 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 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 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 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 an authorised driver are paid for doing so
  - any race, rally, trial, test, contest, driver training, track day or any kind of motor sport
- that arises from the lawful destruction or confiscation of your property
- 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 26 ►

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
- 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.

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.

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

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 online 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 26 ◄

2. Pay your premium

See **Your premium**, on page 35 ►

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 26 ◄

3. Pay your premium

See **Your premium**, on page 35 ►

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 30 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 30 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.

When you first take out a policy or add or remove an owner or listed driver to a policy, the number of at-fault claims that all owners and listed drivers have had in the last three years is taken into consideration in determining the premium.

When you renew your policy, the at-fault claims that occurred under your policy in the last three years are used to calculate the premium offered for the renewal of that policy. This is, in addition to any other claims in the last three years that were used to determine the premium.

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. 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.

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.

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.

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 27 ◄

To find out **how we settle a claim**, see page 38 ►

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.

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

Our network of repairers

We have an extensive network of partner repairers across Australia. 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. We'll also provide a lifetime guarantee on the workmanship of these repairs we authorise (see Repair guarantee).

If you choose a repairer not in our network, you must:

- choose a repairer that has all necessary licenses 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, you must still cooperate with us to select another repairer, who has the necessary qualifications, skills and equipment to undertake the repairs that we both agree on.

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.

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 period of insurance
- 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 period of insurance.

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 13 ◄

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 period of insurance, **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.

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	Vehicle 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 vehicle excess to the repairer as part of the finalisation of your claim. • We pay the repairer $4,200 ($5,000 less the $800 vehicle excess). • We pay the towing company $350. • We don't pay for your hire car as you did not select the optional cover 'Hire vehicle or alternative transport costs after an incident' – see page 18

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 vehicle or alternative transport costs after an incident
Excess(es) applicable to your policy	Vehicle excess $800 Driver 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 vehicle excess $800 – Less driver excess $400 – Less unpaid premium instalments $220 (4 x $55) – Less unused registration and 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 – 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	Vehicle 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 vehicle 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.

Claim Example 4 – Liability claim for damage to someone else's property	
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	Vehicle excess $800
Loss or damage	You lose control of your vehicle and crash into someone's front fence and garden. We accept your claim under the policy and arrange lawyers to act on your behalf in relation to the homeowner's claim against you. A court decides you are liable to pay $8,000 for the claim made against you by the homeowner.
How we settle your claim	We pay the homeowner $8,000. We also pay our lawyers $1,500 being their fees to act on your behalf in the court proceedings. You need to pay us the vehicle excess of $800 as part of the finalisation of your claim.

How to resolve a complaint or dispute

We will always do our best to provide you the highest level of service but if you are not happy or have a complaint or dispute, here is what you can do.

If you experience a problem or are not satisfied with our products, our services or a decision we have made, let us know so we can help.

Call us on 13 24 81 or go to our website for more information: www.cgu.com.au.

We will try to resolve complaints at first contact or shortly thereafter.

If we are not able to resolve your complaint when you contact us or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

Free Call: 1800 045 517
Email: Customer.Relations@iag.com.au

Customer Relations will contact you if they require additional information or have reached a decision. Customer Relations will advise you of the progress of your complaint and the timeframe for a decision in relation to your complaint.

We expect our procedures will deal fairly and promptly with your complaint. If you are unhappy with the decision made by Customer Relations you may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist you:

Free Call: 1800 931 678
Email: info@afca.org.au
Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001
Visit: www.afca.org.au

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

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

Motor Vehicle Insurance and Repair Industry Code Of Conduct

Choice of repairer

Under the motor vehicle cover in your policy, where we elect to repair your vehicle:

- You can suggest a repairer, or we can suggest one for you.

  If we do not accept your choice of repairer, you must still cooperate with us to select another repairer, who has the necessary qualifications, skills and equipment to undertake the repairs that we both agree on. This is our policy on choice of repairer.

Parts used to repair your vehicle

- When your vehicle is repaired, the repairer may use reusable parts or parts that are not manufactured by a supplier to the vehicle's original manufacturer which:
  - are consistent with the age and condition of the vehicle
  - do not affect the safety or the structural integrity of the vehicle
  - comply with the vehicle manufacturer's specifications and applicable Australian Design Rules
  - do not adversely affect the post repair appearance of the vehicle, **and**
  - do not void or affect the warranty provided by the vehicle manufacturer.
- In repairing your vehicle, we may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.
- We guarantee workmanship of the repairs authorised by us. This guarantee is for the life of the vehicle and is in addition to your statutory rights against the repairer and warranties that you have from the repairer directly. Wear and tear is not covered by this guarantee.

We will arrange for repairs authorised by us to be rectified at no cost to you if we agree that the repairs are defective.

Before we can arrange for any defective repairs to be rectified, you must give us the opportunity to inspect the vehicle.

Glossary

The following words have special meaning.

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 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.

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.

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

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 vehicle that you do not own that has been borrowed or hired because your vehicle is being repaired, serviced or has broken down but does not include a hire car rented from a commercial rental company. For liability claims only we treat your substitute vehicle as your vehicle.
See '*your vehicle*'.

Supplementary Product Disclosure Statement (SPDS)
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.
If your vehicle is a car or motorcycle, any modification, manufacturer's options or accessory must be listed on your current schedule.

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.

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