

# Car Insurance



*Product disclosure  
statement*

**coles.com.au/insurance or call 1300 265 374**

Backed by



**Wesfarmers Insurance**

Insuring Australians for over 90 years

**coles**  
**Financial**  
Services

**Wesfarmers General Insurance Limited**

ABN 24 000 036 279 AFSL 241461 is the issuer of the policy

# WELCOME

Welcome to Coles Insurance. Coles Insurance is pleased to bring you real quality, great value insurance that costs less.

Plus, if you're a flybuys member, you can also earn 1 flybuys EXTRA POINT# per \$1 you spend at Coles\* for every Coles Comprehensive Car Insurance or Home Insurance policy you hold. Earn up to 1,000 flybuys EXTRA POINTS per policy per month.

You can also earn 1 point per \$1 premium paid on all Coles Insurance policies.

Coles Insurance is underwritten by Wesfarmers General Insurance Limited (WGIL). Only WGIL as insurer can issue, vary or cancel Coles Car Insurance policies. WGIL will also assess and pay claims.

WGIL and Coles Supermarkets Australia Pty Ltd are both wholly owned subsidiaries of Wesfarmers Limited. WGIL is one of Australia's largest General Insurers.

Coles Supermarkets Australia Pty Ltd will receive a commission for referring the Coles Car Insurance product to you.



## What this booklet contains

This booklet contains:

- a Product Disclosure Statement
- the Coles Car Insurance policy terms and conditions

# No EXTRA POINTS earned on any third party car insurance policies. EXTRA POINTS earned from the month your flybuys membership is linked to your Coles Insurance policy and for the term of your policy. No EXTRA POINTS will be earned for the month in which your policy terminates. flybuys EXTRA POINTS only apply to policies purchased or renewed after 19 April 2012. Standard flybuys terms and conditions apply.

\* After savings and discounts and excluding gift cards and smoking/tobacco product purchases. Coles means Coles Supermarkets, BiLo and Pick'n Pay and Coles Online only.

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## PRODUCT DISCLOSURE STATEMENT

WGIL is responsible for this Product Disclosure Statement (PDS). It was prepared on 31 October 2012.

### Purpose of this Product Disclosure Statement

This document comprises a combined Product Disclosure Statement and policy wording and is designed to help you make an informed choice before deciding to buy this insurance policy. If you buy this insurance, this document and the policy schedule forms the agreement between us.

### Who we are

WGIL (ABN 24 000 036 279, AFS Licence No. 241 461) of Level 9, 309 Kent Street, Sydney NSW 2001 is the insurer providing cover under your policy. WGIL is an insurance company supervised by the Australian Prudential Regulation Authority and is subject to the prudential requirements of the Insurance Act 1973 (Cth).

WGIL holds an Australian Financial Services Licence and is authorised to issue, vary and cancel general insurance products and provide financial product advice in relation to general insurance. In relation to your insurance WGIL only provides general product advice.

### What our words mean

This policy uses words that have special meanings. To make sure you are aware of these words and their meanings, please read the section "what our words mean" on pages 52 to 54.

### How to contact us

You can phone WGIL on 1300 265 374

or write to us at:  
PO BOX 16042  
Collins Street West, Victoria 8007

You can also contact us via email on  
[insurance.enquiries@coles.com.au](mailto:insurance.enquiries@coles.com.au)

or obtain more information from our website  
[www.coles.com.au/insurance](http://www.coles.com.au/insurance)

## IMPORTANT INFORMATION

### Code of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is a self regulatory code for general insurers in Australia. We embrace the objectives of the Code to raise standards of practice and service in the general insurance industry.

You can obtain a free copy of the General Insurance Code of Practice on request by contacting:

- WGIL on 1300 265 374
- The Insurance Council of Australia's website:  
[www.codeofpractice.com.au](http://www.codeofpractice.com.au)
- The Australian Securities & Investment Commission on 1300 300 630

### Complaints

To access our Complaints Handling Procedures, contact the Coles Insurance Contact Centre on 1300 265 374. If you have a complaint, we will do everything possible to resolve the matter on your initial contact with us.

If a complaint is not resolved, we will treat it as a dispute and will enter it into our Internal Dispute Resolution (IDR) process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of WGIL, with the appropriate experience, knowledge and authority to deal with it.

Details of our IDR procedures are set out in our IDR brochure and in our "Privacy" brochure. You can contact us or go to our website [www.coles.com.au/insurance](http://www.coles.com.au/insurance) to obtain a copy of these brochures.

If we are unable to resolve your complaint through our IDR processes you may take your complaint to the Financial Ombudsman Service Limited (FOS) which is an independent external dispute resolution service approved by the Australian Securities and Investments Commission free of charge to you. We are bound by the FOS' determinations provided they fall within the FOS' jurisdiction, but you are not so bound. You have two years from our final decision letter to apply to the FOS. You may access the FOS' services by contacting them at:

### Financial Ombudsman Service

Phone: 1300 78 0808  
Post: GPO Box 3, Melbourne, Victoria 3001  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## Privacy

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We are committed to meeting our privacy obligations to you under the Privacy Act 1988 (Cth).

The Privacy Act 1988 (Cth) provides for information to be used in accordance with the National Privacy Principles (NPP). We collect, use and disclose personal information in accordance with the NPP. We collect information which is necessary to provide our services for underwriting and administering your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest you.

We may disclose your personal information to companies in the WGL group, our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessor and adjusters, financial or investigative service providers, internal dispute resolution officers, dispute resolution providers such as the Financial Ombudsman Service.

We use and disclose your personal information for the purposes of providing insurance, policy administration, claims handling and dispute resolution. When you provide information about other individuals you must make them aware of the disclosure and the use to which the personal information will be put.

If your personal information is collected by or supplied to a foreign organisation we will ensure it will be held, used or disclosed only in accordance with the NPP.

If you would like to read more about our Privacy Policy, or to check or correct your personal information which we hold, you can phone us on 1300 265 374. You can also let us know if you choose not to receive material we send you.

WGL will share your personal information with Coles Supermarkets Australia Pty Ltd. Your information will be protected by the Coles Supermarkets Australia Pty Ltd Privacy Policy. Details of Coles' Privacy Policy can be found on the website [www.coles.com.au](http://www.coles.com.au)

## Cooling off

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Even after you decide to buy this insurance, you have 30 days from the date cover commences to change your mind and let us know that you want to cancel the policy. We will refund the premium you have paid, so long as you have not made a claim under the policy.

## Compensation Arrangements

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The Corporations Act 2001 (Cth) requires, licenses to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the Insurance Act 1973 (Cth).

## Our Repair Network

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We have established a WGL preferred repairer network system. Members of this repairer network must meet our stringent acceptance criteria demanding high standards of repair and service. When you use one of our preferred repairers you do not need to shop around for quotes and we will guarantee the quality and workmanship and material used in the repair. You may choose your own repairer, but if you do so we may require you to provide quotations for the repair of your vehicle.

# Motor Vehicle Insurance and Repair Industry Code of Conduct

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We adhere to the Motor Vehicle Insurance and Repair Industry Code of Conduct.

Our policy with regard to choice of repairers in relation to your car is that you may use choose to use our authorised repairer or your own licensed repairer. We may sublet part of the repairs to another repairer.

With regard to the use of new, non-genuine and recycled parts our policy is that parts suitable for your car's age and condition will be used in the repair, as follows:

- new Original Equipment Manufacture (OEM) approved parts will be used if your car is still covered under a standard new car warranty,
- new and/or reconditioned OEM parts will be used if your car is outside the manufacturer's standard new car warranty period,
- for windscreens, Australian manufactured parts, which are compliant with Australian Design Rules.

## HOW THIS INSURANCE WORKS

This policy provides cover for three different types of car insurance in Australia. These are explained on pages 17-21. This approach gives you flexibility as you can arrange your insurance to meet your particular needs.

Before you choose, you need to understand the significant benefits of each of the cover types, when benefits will be provided to you, and how. To do this, please read this document to understand:

- the difference between the three types of cover (pages 10-11),
- the benefits of each type of cover (pages 22-29),
- what is covered and what is not (pages 17 and 32 - 36),
- the optional benefits that you can choose from (pages 30-31), and
- what will happen in the event of a claim (page 45).

If you buy this insurance, there are also a number of things which:

- you need to tell us (page 40),
- you need to do (page 41), and
- you should know (page 42).

It is important for you to know that we may refuse to pay, or may reduce the amount we pay, under a claim if you:

- do not comply with the terms and conditions of this policy,
- do not answer our questions truthfully and accurately, or
- make a fraudulent claim.

There are other things which we need to tell you. These are set out on pages 43-44.

A detailed table of contents is provided on page 3.

## Types of cover

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The three types of cover you can choose from are:

- Comprehensive cover,
- Third Party Property, Fire and Theft cover, or
- Third Party Property Damage cover.

A summary of these types of cover is set out in the next section. For details on the cover and benefits of each, please refer to pages 18-29.

Summary of cover

	Comprehensive cover	Third Party Property, Fire and Theft cover	Third Party Property Damage cover
<b>Insured Events</b>			
Legal Liability (third party property damage)	✓	✓	✓
Theft	✓	✓	✗
Malicious damage	✓	✗	✗
Fire and explosion	✓	✓	✗
Storm, hail, lightning, rain, flood or other water damage	✓	✗	✗
Own car damage: collision and accidental damage	✓	✗	✗
<b>Additional Benefits</b>			
Change of car (page 22)	✓	✓	✓
Lifetime Repair Guarantee (page 24) * On authorised repairs.	✓	✓ (insured events and damage caused by uninsured drivers)	✓ (damage caused by uninsured drivers)
Damage caused by uninsured drivers (page 28)	✓	✓ (up to \$3,000)	✓ (up to \$3,000)
Towing and storage costs (page 28)	✓	✓ (insured events and damage caused by uninsured drivers)	✗
Grocery replacement (page 24)	✓	✗	✗
New car replacement (page 26)	✓	✗	✗
Replacement of car keys (page 26)	✓	✗	✗
Personal property (page 24)	✓	✗	✗
Trailer cover (page 26)	✓	✗	✗
Emergency accommodation & costs to complete your journey (page 26)	✓	✗	✗
Child seats and baby capsules (page 28)	✓	✗	✗
<b>Optional Benefits (an extra premium is payable)</b>			
Hire Car (page 30)	✓	✗	✗
Maximum No Claim Discount protection (page 31)	✓	✗	✗
Windscreen damage – protect your excess and No Claim Discount (page 30)	✓	✗	✗
Roadside Assistance (page 31)	✓	✓	✓

## Cost of this insurance

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If you decide to buy this insurance, you will need to pay a premium. This can be paid in advance, for the period of insurance or monthly, in instalments (refer page 43). You may also need to pay an excess if you make a claim.

### How we calculate the premium

We rely upon you to give us complete and accurate information about you, your car and its drivers when we calculate the premium. In calculating your premium, we may consider:

- the make, model and series of your car,
- any modifications or additional accessories which may be included,
- where you live,
- where your car is kept overnight,
- how frequently you use your car, and the distance you travel,
- any security device or anti-theft devices fitted to your car,
- the age, gender and driving history of all drivers,
- your insurance and claims history,
- whether you will use your car for private or business purposes (refer page 37),
- any No Claim Discount you may be entitled to (refer page 38),
- any finance arrangement affecting your car, and
- any other relevant factors.

The choices that you make in selecting your options will also affect your premium. These include:

- the type of cover you have chosen (refer pages 18-21),
- your option to insure your car for an agreed value or market value (refer page 37),
- any Optional Benefits that you have chosen (refer pages 30-31),
- the level of excess you have chosen (refer pages 37-38),
- whether you have excluded cover for drivers under the age of 25 (refer page 35), and
- whether you have chosen to pay your premium in instalments (refer page 43).

We also calculate and include compulsory government charges such as GST, Stamp Duty, Fire Service Levy and Fire and Emergency Services Levy (NSW).

We show the sum of the premium and government charges as the premium on your schedule.

### Your excess

You may need to pay an excess. An excess is the amount you pay towards the cost of a claim. You may need to pay more than one excess when you make a claim. The excesses that apply to your policy will be shown on your schedule.

The excesses apply to: Comprehensive cover; Third Party Property, Fire and Theft cover; and Third Party Property Damage cover.

If you choose Comprehensive cover you can reduce the amount of your premium by selecting an additional, voluntary excess.

Excesses are explained in more detail on pages 37-38. The excess will appear on your schedule and if you are dissatisfied with it you may exercise your right to cancel the policy during the 30 day cooling off period commencing from the date of the policy is issued provided you have not made a claim.

### Restricted drivers

You can reduce your premium if you choose to restrict cover under your policy to drivers 25 years of age or older. If you choose to do so, this restriction will be shown on your schedule. Your policy will then be subject to the exclusion shown on page 35.

## BEFORE WE PROCEED

### You must decide

If you choose to buy this insurance cover and we agree to accept the risk, you need to make a decision about the insurance cover that you want. Please read this document in full, to understand the cover – especially the options that you have to choose from and the limitations and exclusions that apply. If there is anything you don't understand, please contact us.

It is important that you decide whether this insurance is right for you. Any advice which we might provide is general only and does not take into account your personal circumstances. You should read the details on policy cover, benefits and options contained in this PDS in full before proceeding further.

### Answering our questions

When answering our questions, you must answer for yourself and for any other person who will be insured under this policy. You must tell us about everyone who will drive your car on a regular basis. You must also give us complete and accurate information to allow us to decide whether to insure you and the terms on which we will insure you. We rely on the information you have provided to determine whether to insure you and if so on what terms and premium. If you do not provide us with accurate information, we may be entitled to reduce or deny any claim that you make, or even to cancel your policy.

### Claim Payment Examples

The following examples are designed to illustrate how a claim payment might typically be calculated. The examples do not cover all scenarios or all benefits and do not form a part of the policy terms and conditions. They are a guide only.

#### Example: Repairing Your Vehicle

A car that is insured for a sum insured of \$50,000 is damaged in an accident covered by the policy. The standard excess is \$550 and the Age excess is \$1,200. We assess the cost of repair to be \$4,000 inclusive of GST. You let us choose the repairer and you are not registered for GST.

**How much we will pay:** We pay the \$2,250 of the repair cost.

**Explanation:** The repair cost is \$4,000 and when the policy excesses totalling \$1,750 are applied \$2,250 is left comprising our liability.

You pay \$1,750. (The standard excess is \$550 and the age excess is \$1,200 totalling \$1,750. The excess is the amount of any claim which you must bear.) The total amount paid is \$4,000. This comprises our liability of \$2,250 and your liability of \$1,750.

#### Example: Your car and trailer are a total loss

Your car is insured for market value. Your car and a trailer you own which is attached to your car are damaged in a collision which is covered by the policy. The claim is subject to the standard excess of \$550 and the inexperienced driver excess of \$1,200. We determine the market value of your car is \$25,000 and the market value of your trailer is \$1,500. The salvage value of your car is \$4,000, its unexpired registration is worth \$500 and the trailer has no salvage value. You have paid us the full amount of the premium and you are not registered for GST.

**How much we will pay:** The amount payable by us for the car is \$23,250.

**Explanation:** The market value of the car is \$25,000 and the excesses total \$1,750 so the net amount payable is \$23,250.

We retain the salvage and the unexpired portion of the registration. (This comprises part of the value of the car and we have paid you for that market value.)

We will pay you \$750 for the trailer. (The policy has a limit of \$750 for trailers and so no payment can be made for the trailer beyond this sum. If only the trailer had been damaged nothing would have been payable due to the operation of the policy excesses.)

#### Example: Your liability to a third-party

Your car may be insured on the basis of Comprehensive Insurance Cover, or Third Party Property Fire and Theft Cover, or Third Party Property Damage Cover. The policy carries a \$550 standard excess and a voluntary excess of \$1,050. There is an accident for which you are at fault and damage to the other party's car amounting to \$10,000. The other party suffers bodily injury quantified at \$20,000.

**How much we will pay:** For damage to the third party's car we will pay \$8,400 and you will pay \$1,600.

**Explanation:** The damage to the car amounts to \$10,000. As your combined policy excesses amount to \$1,600 you must pay this amount. We are responsible for the balance of \$8,400.

For damage to the third party's car we will pay \$8,400 and you will pay \$1,600. (The damage to the car amounts to \$10,000. As your combined policy excesses amount to \$1,600 you must pay this amount. We are responsible for the balance of \$8,400.)

We will not pay anything for the personal injury sustained by the third party. (This policy provides no cover for death or personal injury. The claim for personal injury should be referred to your compulsory third party motor insurer.)



## OUR AGREEMENT WITH YOU

If you pay the premium as set out on the schedule, we will insure your car, in accordance with the terms and conditions in this document, for the period of insurance as set out in your schedule.

When you buy this insurance, we give you this combined Product Disclosure Statement and Insurance Policy booklet. This booklet, together with your schedule and the information you provided to us when you bought this insurance, form the contract of insurance between you and us.

You should keep this booklet and your schedule in a safe place because you may need to refer to them from time to time.

### Updating our Product Disclosure Statement

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We may need to update this PDS from time to time. We will issue you with a new PDS or a supplementary PDS to update the relevant information, except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may provide you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

## YOUR COVER

If you choose to buy this insurance cover, and we agree to accept the risk, this policy provides insurance cover for your car.

Any additional accessories or modifications to the vehicle will not be covered unless you have told us about them and we have agreed to cover them. If we do so agree, this will be shown on your schedule.

Your schedule will indicate whether you have chosen Comprehensive cover, Third Party Property, Fire and Theft cover or Third Party Property Damage cover. To understand the difference between the three types of cover, please refer to pages 18-21.

Depending on the type of cover you have chosen your schedule will also show:

- any Optional Benefits you have chosen (refer to pages 30-31),
- whether you have insured your car for agreed value or market value (refer to page 37),
- what the sum insured is, if you have chosen to insure your car for an agreed value,
- the class of use you have told us of (refer to page 37),
- the details of your car,
- your No Claim Discount level (refer to page 38),
- any Voluntary excess level you have chosen, and any other excess(es) which may apply (refer to pages 37-38),
- whether you have chosen to restrict cover to drivers 25 years of age or older, and
- any other additional terms and conditions which apply to your policy.

### Standard cover

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This section sets out what is, and what is not, covered under each type of insurance.

There are also General Exclusions which apply. These are described on pages 32-36.

Comprehensive cover

Insured events	
What is covered	What is not covered
<p>If your car is:</p> <ul style="list-style-type: none"><li>involved in a collision,</li><li>lost or damaged as a result of storm, flood or other water damage,</li><li>damaged as a result of lightning, rain or hail,</li><li>damaged as a result of fire or explosion,</li><li>maliciously damaged, or</li><li>stolen and found damaged,</li><li>accidentally damaged.</li></ul> <p>we will at our discretion:</p> <ul style="list-style-type: none"><li>repair your car, or</li><li>pay the cost of repairing your car, or</li><li>pay you the sum insured, or</li><li>replace your car with a new vehicle of similar make, model and series (subject to local availability).</li></ul> <p>If your car is stolen and not found, we will at our discretion:</p> <ul style="list-style-type: none"><li>pay you the sum insured, or</li><li>replace your car with a new vehicle of similar make, model and series (subject to local availability).</li></ul>	<p>The cost of any repairs to your car unless we have authorised them.</p> <p>Damage to the tyres of your car caused by the application of brakes or by punctures, cuts, or bursts.</p> <p>Damage or theft if you have not taken reasonable precautions to safeguard your car, or to have it towed to a safe place after an insured event or breakdown.</p>

In addition, you are entitled to the Third Party Property Damage cover listed on pages 20-21, and the Additional Benefits described on pages 22-29.

For payment of an additional premium, you will also be entitled to the Optional Benefits described on pages 30-31.

Third Party Property, Fire and Theft cover

Insured events	
What is covered	What is not covered
<p>If your car is:</p> <ul style="list-style-type: none"><li>damaged as a result of fire or explosion,</li><li>stolen and found damaged,</li></ul> <p>we will at our discretion:</p> <ul style="list-style-type: none"><li>repair your car, or</li><li>pay the cost of repairing your car, or</li><li>pay you the sum insured.</li></ul> <p>If your car is stolen and not found, and we have accepted your claim, we will pay you the sum insured.</p>	<p>The cost of any repairs to your car unless we have authorised them.</p> <p>Damage or theft if you have not taken reasonable precautions to safeguard your car, or to have it towed to a safe place after an insured event or breakdown.</p>

In addition, you are entitled to the Third Party Property Damage cover listed in the next section, and a number of Additional Benefits, described on pages 22-29.

Third Party Property Damage cover

Insured events	
What is covered	What is not covered
<p><b>Your legal liability</b></p> <p>We will pay for amounts you are legally liable to pay for damage to someone else's property as a result of a collision caused by or arising out of the use of:</p> <ul style="list-style-type: none"><li>• your car, or</li><li>• your trailer whilst being towed by your car.</li></ul> <p>We will pay if you were driving your car, or the person driving your car had your consent to do so.</p> <p>We will also pay if you were driving a substitute car while your car was undriveable.</p> <p>The liability of your employer, principal or partner is also covered, but only if their liability arises out of the use by you of your car.</p> <p>We will pay a maximum amount of \$20,000,000 in respect of any and all legal liability arising out of any one incident or series of incidents arising from any one collision. This amount includes all legal costs, incurred with our consent, if we have accepted a claim for your legal liability.</p>	<p>Damage to property belonging to, or in the physical or legal control of:</p> <ul style="list-style-type: none"><li>• you or any person using your car, or</li><li>• a person covered under this Third Party Property Damage insurance.</li></ul> <p>Legal liability claims:</p> <ul style="list-style-type: none"><li>• by you, your relative, spouse, or de facto or by any person ordinarily residing with you or with whom you ordinarily reside, or</li><li>• where there is insurance required by law that provides cover for the claim.</li></ul> <p>Damage caused to any substitute car you were driving.</p> <p>Legal liability for death or bodily injury.</p> <p>Claims arising from any agreement or contract you or a covered person entered into, unless you or they would have been liable despite the agreement or contract.</p> <p>Penalties, fines or any awards of aggravated, exemplary or punitive damages made.</p>
<p><b>Legal costs and expenses</b></p> <p>If your car is involved in a collision and causes damage to someone else's property, we will also pay all legal costs and expenses incurred with our prior written consent in defending any court proceedings if we have accepted a claim for your legal liability.</p>	<p>Legal costs and expenses that relate to a legal liability not covered by this policy.</p> <p>Legal costs and expenses we have not agreed in writing to pay.</p> <p>Legal costs to defend any type of criminal proceeding.</p> <p>Fines for breaches of any road traffic statutes, acts, by-laws or regulations.</p>

You are also entitled to a number of Additional Benefits, described in the next section.

Additional Benefits

We also provide you with a number of significant additional types of cover they apply to. You should note that they are

benefits at no extra cost. These benefits are listed below under subject to the General Exclusions detailed on pages 32-36.

<b>Benefits applicable to:</b> <ul style="list-style-type: none"><li>• <b>Comprehensive cover</b></li><li>• <b>Third Party Property, Fire and Theft cover</b></li><li>• <b>Third Party Property Damage cover</b></li></ul>	
What is covered	What is not covered
<p><b>Change of car</b></p> <p>If you sell your car and replace it with another similar car during the period of insurance, we will cover the replacement car on the terms set out in your policy from the date of purchase, provided you notify us within 14 days of the change and:</p> <ul style="list-style-type: none"><li>• you give us full details about the replacement car,</li><li>• we agree to insure it,</li><li>• you agree to any revised conditions including any change of excess,</li><li>• you pay us any extra premium that we ask for, and</li><li>• cover will be identical to that for the car replaced.</li></ul> <p>If you have chosen Comprehensive cover, we will cover the replacement car up to the lesser of:</p> <ul style="list-style-type: none"><li>• the sum insured shown on your schedule,</li><li>• the purchase price of the replacement car, or</li><li>• \$150,000.</li></ul> <p>If you have chosen Third Party Property, Fire and Theft cover, we will cover the replacement car up to the lesser of:</p> <ul style="list-style-type: none"><li>• the sum insured shown on your schedule, or</li><li>• the purchase price of the replacement car, or \$15,000.</li></ul>	<p>Unless we agree to do so and provide you with a new schedule, we will not cover the replacement car for longer than the lesser of:</p> <ul style="list-style-type: none"><li>• 14 days from the date of change, or</li><li>• the remainder of the period of insurance.</li></ul>
<p><b>Choice of licensed repairer</b></p> <p>If we assess that your car can be repaired, you can choose to:</p> <ul style="list-style-type: none"><li>• use our authorised repairer, or</li><li>• use and authorise your own licensed repairer, if the total repair costs do not exceed those quoted by our authorised repairer for comparable repairs.</li></ul> <p>You will only be entitled to the Lifetime Repair Guarantee described in the Additional Benefits section below if you choose to use our authorised repairer.</p>	<p>We reserve the right to:</p> <ul style="list-style-type: none"><li>• determine the method of repairs,</li><li>• make sure that the repairs are carried out satisfactorily, and make sure that the parts used for repairs are new or are consistent with the age and condition of your car.</li></ul>

Benefits applicable to: <ul style="list-style-type: none"> <li>Comprehensive cover</li> <li>Third Party Property, Fire and Theft cover</li> <li>Third Party Property Damage cover</li> </ul>	
What is covered	What is not covered
<p><b>Lifetime repair guarantee</b></p> <p>We will guarantee the workmanship and materials on all repairs authorised by us and completed by our authorised repairers, for the life of your car.</p> <p>We will arrange for any unsatisfactory repairs to be inspected and for the necessary rectification to be carried out. We will manage any dispute regarding the quality or timeliness of the work or conduct of the repairer as part of our complaints process.</p>	<p>We will not pay for rectification of any repairs not authorised by us.</p>

Benefits applicable to: <ul style="list-style-type: none"> <li>Comprehensive cover</li> </ul>	
What is covered	What is not covered
<p><b>Grocery replacement</b></p> <p>We will pay for the costs of replacing your groceries if they are:</p> <ul style="list-style-type: none"> <li>damaged by an insured event while contained in your car, or</li> <li>stolen from your securely locked car, and</li> </ul> <p>We have agreed to pay a claim for loss and damage to your car.</p> <p>We will pay up to \$200 in any one period of insurance under this Additional Benefit.</p>	<p>We will not pay for groceries:</p> <ul style="list-style-type: none"> <li>connected with any trade, business or occupation, or</li> <li>covered by other insurance.</li> </ul>
<p><b>Emergency repairs</b></p> <p>If your car is involved in a collision and emergency repairs are essential to drive your car from the accident scene, we will reimburse you for the cost of the repairs.</p> <p>We will pay up to \$500 in any one period of insurance under this Additional Benefit.</p>	
<p><b>Personal Property</b></p> <p>We will pay for personal items belonging to you or a member of your family which are:</p> <ul style="list-style-type: none"> <li>damaged by an insured event while contained in your car, or</li> <li>stolen from your securely locked car, and we have agreed to pay your claim.</li> </ul> <p>The most we will pay is \$500 in any one period of insurance under the Additional Benefit.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> <li>money, cheques, financial transaction cards or negotiable instruments,</li> <li>tools or items used in connection with a trade, business, or occupation, or</li> <li>mobile phones, portable global positioning systems (GPS) and electronic devices.</li> </ul>

Benefits applicable to: • Comprehensive cover	
What is covered	What is not covered
<p><b>New car replacement after a total loss</b></p> <p>If we assess your car as a total loss within the first 24 months of its original registration, we will:</p> <ul style="list-style-type: none"> <li>replace your car with a new car of the same make, model and series (subject to local availability),</li> <li>include similar additional accessories as shown on your schedule, and</li> <li>pay the stamp duties and delivery charges, where applicable.</li> </ul>	<p>We will not replace your car if:</p> <ul style="list-style-type: none"> <li>at the time of the insured event the start date of the original registration for your car was more than 24 months ago,</li> <li>you did not purchase your car brand new,</li> <li>you did not insure your car with us from the date of its original purchase,</li> <li>anyone who has provided finance for your car does not agree to the replacement of the car, or</li> <li>a replacement car is not locally available (we will pay you the sum insured if a replacement car is not available).</li> </ul>
<p><b>Replacement of keys</b></p> <p>If the keys to your car are stolen, we will pay to replace or recode the keys and locking mechanisms.</p> <p>We will pay up to \$1,000 in any one period of insurance under this Additional Benefit.</p>	<p>We will not pay if:</p> <ul style="list-style-type: none"> <li>you did not report the theft to the police, or</li> <li>the keys were stolen by a relative, spouse or de facto, invitee, any person ordinarily residing with you, or with whom you ordinarily reside or any other person insured under this policy.</li> </ul>
<p><b>Trailer cover</b></p> <p>If your trailer is involved in an insured event while it is attached to your car, we will pay the lesser of the cost of repairs or the market value of the trailer.</p> <p>We will pay up to \$750 in any one period of insurance under this Additional Benefit.</p>	<p>We will not pay for a trailer not owned by you.</p>
<p><b>Emergency accommodation and costs to complete your journey</b></p> <p>If your car is stolen or damaged as a result of an insured event and it cannot be driven safely, we will pay for reasonable accommodation and travel costs actually incurred to return you and your family travelling with you to your home.</p> <p>This benefit is only payable if we accept and pay a claim for loss or damage to your vehicle.</p> <p>We will pay up to the lesser of:</p> <ul style="list-style-type: none"> <li>\$100 per day, or</li> <li>\$500 in any one period of insurance</li> </ul> <p>under this Additional Benefit.</p>	<p>We will not pay if:</p> <ul style="list-style-type: none"> <li>at the time of the theft or damage you are less than 100 kilometres from where you normally keep your car, or</li> <li>you did not contact us as soon as practicable after the event.</li> </ul>

Benefits applicable to:	
<ul style="list-style-type: none"> <li>• <b>Comprehensive cover</b></li> </ul>	
What is covered	What is not covered
<p><b>Child seats and baby capsules</b></p> <p>We will pay for the costs of replacing your child seats and baby capsules if they are:</p> <ul style="list-style-type: none"> <li>• damaged by an insured event while contained in your car, or</li> <li>• stolen from your securely locked car, and</li> </ul> <p>we have agreed to pay your claim.</p> <p>We will pay up to \$500 in any one period of insurance under this Additional Benefit.</p>	

Benefits applicable to:	
<ul style="list-style-type: none"> <li>• <b>Comprehensive cover</b></li> <li>• <b>Third Party Property, Fire and Theft cover</b></li> </ul>	
What is covered	What is not covered
<p><b>Towing and storage costs</b></p> <p>If your car is involved in an insured event or recovered after a theft, we will pay the reasonable cost of protecting your car by towing your car to the nearest repairer, place of safety or other place approved by us and the reasonable cost of storing your car at any place approved by us for the purposes of safety, repair and/or inspection.</p>	
	<p>If the cost of repairing and/or storing and returning your car to you exceeds the sum insured we will treat your car as a total loss. If we do treat your car as a total loss, we will not return your car to you.</p> <p>We will not pay for any storage costs incurred before you lodged your claim.</p>

Benefits applicable to:	
<ul style="list-style-type: none"> <li>• <b>Third Party Property, Fire and Theft cover</b></li> <li>• <b>Third Party Property Damage cover</b></li> </ul>	
What is covered	What is not covered
<p><b>Damage caused by uninsured drivers</b></p> <p>If your car is involved in a collision and:</p> <ul style="list-style-type: none"> <li>• the collision was caused by the driver of another vehicle, and</li> <li>• the responsible driver does not have insurance for damage caused to third parties,</li> </ul> <p>we will at our discretion:</p> <ul style="list-style-type: none"> <li>• repair your car, or</li> <li>• pay the cost of repairing your car, or</li> <li>• pay you the sum insured,</li> </ul> <p>if you can provide us with:</p> <ul style="list-style-type: none"> <li>• the name and address of the driver who caused the collision, and</li> <li>• the registration number and description of the vehicle that caused the collision, and</li> <li>• confirmation that the other driver is not insured.</li> </ul> <p>We will pay up to \$3,000 for damage caused by uninsured drivers under this benefit. We will also pay under this benefit the reasonable cost of towing your car to where it will be repaired.</p>	
	<p>We will not pay if:</p> <ul style="list-style-type: none"> <li>• we do not agree that the other driver was at fault, or</li> <li>• the other car was being driven by your relative, spouse, de facto, any person ordinarily residing with you or with whom you ordinarily reside.</li> </ul> <p>You are not covered for:</p> <ul style="list-style-type: none"> <li>• The cost of any repairs to your car unless we have authorised them.</li> <li>• Damage to the tyres of your car caused by the application of brakes or by punctures, cuts, or bursts.</li> <li>• Damage or theft if you have not taken reasonable precautions to safeguard your car or to have it towed to a safe place after an insured event or breakdown.</li> </ul>

Optional Benefits

If you choose to pay more and we agree, you can add any of these Optional Benefits to your standard Comprehensive cover. If you have added any Optional Benefits, they will be shown on your schedule.

Hire Car

If your car is damaged in an insured event and you need to rent a replacement car, we will arrange and pay the cost of renting a similar car until your car has been repaired, or if your car is irreparable, when we declare your car a total loss, or 14 days after you first rent the replacement car.

If your car is stolen and you need to rent a replacement car, we will arrange and pay the cost of renting a similar car from the date of the theft up to the earliest of the following times: when your car is recovered damaged and any damage to it is repaired, or when we settle your claim, or 14 days after you first rent the replacement car.

We will pay rental costs at the lesser of the actual daily rental rate, or \$50 per day for a maximum of 14 days.

You will be responsible for all other costs of the hire car such as but not limited to paying the deposit, security bond, fuel, pick up and return to pick up location, any upgrade costs or limitations.

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

Windscreen

If your front windscreen is damaged by accident, and this is the only damage to your car, we will pay, at our option, to repair or replace it without applying any excess or affecting your No Claim Discount.

However, if we accept your claim for more than one windscreen in any one period of insurance, this benefit will not apply to the second and any subsequent claim(s).

We will not pay additional costs incurred through delay or difficulties in supplying replacement parts.

Maximum No Claim Discount Protection

If you choose to protect your Maximum No Claim Discount and you submit a claim during the two year Maximum No Claim Discount qualifying period (refer page 39), we will not reduce your No Claim Discount even though you might be at fault.

However, if we accept more than one claim in which you are at fault during any one period of insurance this benefit will not apply.

Roadside Assistance

This optional benefit can be added to Comprehensive cover, Third Party Property Fire and Theft cover, or Third Party Property Damage cover.

Coles Roadside Assistance provides 24 hour emergency roadside assistance. This includes assistance with flat tyres, battery replacement, emergency fuel, retrieval of keys and a number of other benefits.

Coles Roadside Assistance is a separate product to a Coles Insurance product. For full details, please refer to Coles Roadside Assistance terms and conditions on our website [www.coles.com.au/insurance](http://www.coles.com.au/insurance). A copy of these terms and conditions will also be mailed to you if you choose to purchase Coles Roadside Assistance.

In addition, if you purchase this optional product, and if your groceries are in your car and spoiled whilst waiting for the roadside assistance to arrive, we will pay up to \$500 to replace these items in any one period of insurance.



# General Exclusions

**We do not cover**

## Additional damage

We do not cover any additional loss or damage to your car as a result of it being driven after an accident or theft.

## Consequential loss

We do not cover any loss that you or anyone else may suffer because you cannot use your car for any reason, or any reduced value of your car after it has been damaged and repaired and the repairs have been properly performed.

We do not cover any loss because you cannot use your car, for example, loss of wages or commission.

## Consignment

We do not cover your car while on consignment to or in the possession of another party as part of that other party's stock in trade.

## Deliberate, malicious or criminal acts, or misuse

We do not cover any deliberate, intentional, malicious or criminal act (including theft, conversion, absconding or any other misappropriation) caused by or resulting from any actions by you, a person covered by this insurance, or any person who is acting with your permission or implied consent.

## Demonstrated for Sale

We do not cover your car whilst it is being demonstrated for sale. Unless you or a person named as a driver on your most recent insurance schedule or renewal invitation was a passenger.

## Depreciation, wear and tear

We do not cover depreciation, wear and tear, rust or corrosion of your car.

## Drivers

We do not cover drivers who, in the last three years, have:

- been refused car insurance or have had it withdrawn,
- had insurance cancelled or any renewal of insurance declined or refused, or

- had their driving licence cancelled, suspended, disqualified, downgraded, lapsed or any special conditions imposed,

unless we were made aware of these circumstances and agreed in writing to insure the driver.

## Driver Training

We do not cover your car whilst it is being used for driver training. Unless you or a person named as a driver on your most recent insurance schedule or renewal invitation was a passenger.

## Driving under the influence

We do not cover your car being driven by any person:

- whose faculties are impaired by any drug, alcohol or medication, or
- who is convicted of or charged with driving, at the time of the collision, under the influence of any drug, alcohol or medication, or,
- with a percentage of alcohol in his or her breath or blood in excess of the percentage permitted by law in the relevant State or Territory, as indicated by analysis of the person's breath or blood taken within two hours of the occurrence of the collision, or
- who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by any law of a State or Territory.

However, we will cover your car if it was stolen.

## Electronic data

We do not cover any loss or damage of whatever kind arising directly or indirectly out of:

- (i) the corruption, destruction or alternation of or damage to data, coding program or software; or
- (ii) the unavailability of data or reduction in functionality, availability or operation of hardware, software and embedded chips; or
- (iii) any business interruption resulting from (i) or (ii).

## Failure to disclose any input tax credit

We do not cover any GST, fine, penalty or charge for which you are liable arising out of your misrepresentation of, or failure to disclose, your actual input tax credit entitlement in the settlement of any claim or premium relating to your policy.

### **Hire, fare or reward**

We do not cover your car being used to carry goods or passengers for hire, fare or reward, other than under a private pooling arrangement – unless your full time employer pays you a travelling allowance.

### **Imminent event**

We do not cover bushfires, grass fires, flood, storm, rainwater or named cyclone occurring within 48 hours of the start date of your policy if this is a new policy with us, unless:

- you had entered into a contract of sale to purchase your car or a contract to lease your car and took possession of the car no more than 24 hours before the start date of your policy, or
- your policy replaced another policy covering the same car and there has been no break in cover, in which case our liability is limited to the lower sum insured under the 2 policies.

### **Limits on use**

We do not cover your car being used for purposes other than:

- as described in the schedule, and
- for the purpose it is registered or a permit to drive is granted, and
- whilst within Australia.

### **Mechanical, structural or electrical failures**

We do not cover mechanical, structural, electrical or electronic breakdown or failure of your car.

### **Operation of the law**

We do not cover loss suffered as a result of lawful seizure, confiscation, repossession or other operation of law.

### **Overloaded car**

We do not cover your car being used to carry a number of passengers or convey or tow a load which is over the legal limit or greater than that for which your car was constructed.

### **Personal items and tools of trade**

We do not cover personal effects damaged or stolen from your car or any tools of trade. This exclusion does not apply if we accept your claim under, Additional Benefit - Personal Property.

### **Pre-existing damage**

We do not cover any claim under this policy for pre-existing damage, faulty workmanship or incomplete repairs which were carried out prior to the insured event.

### **Restricted drivers**

We do not cover your car where the driver of your car was under the age of 25 at the time of the loss or damage and you have chosen to limit cover under your policy to drivers 25 years of age or older, unless:

- the driver is not at fault,
- the driver was found guilty of theft or illegal use of your car,
- your car was being driven by a car park attendant, or
- your car was being driven by a person paid by you to repair, service or test your car.

### **Sport and racing**

We do not cover your car being used by you, or someone with your permission:

- in, or being prepared for, experiments, tests, stunts, racing, pace making, reliability trials, speed or hill climbing tests, other motor sports, events or public demonstrations,
- when being driven on a race track or speedway track or course, or
- when being driven on, or participating in, any section of a rally or similar event, or on any driver training or driver instruction day on a racetrack or speedway track or course.

### **Terrorism**

This policy does not cover loss, liability, damage, costs or expenses of any nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other contributing cause or event. The policy also excludes any action taken in controlling, preventing, suppressing or in any way related to an act of terrorism.

### **Trade**

We do not cover your car being used in connection with the motor trade for experiments, tests or trials.

### **Undisclosed or illegal modifications**

We do not cover modified cars, if:

- you did not tell us and we would not have agreed to cover your car had you told us, or
- the modification is prohibited by any law in Australia.

### **Unlawful use of your car**

We do not cover your car being used by you or any person with your consent for an unlawful purpose.

## Unlicensed drivers

We do not cover your car if you or any person who drives your car with your consent is not licensed to drive your car under any relevant laws, by-laws or regulations.

## Unregistered car

We do not cover if you drive or any person with your consent drives your car and it is unregistered, unless you are permitted to do so by a relevant transport authority.

## Unsafe or unroadworthy car

We do not cover your car while being used in an unsafe or unroadworthy condition and that condition caused or contributed to the loss - unless you could not have reasonably detected the unsafe or unroadworthy condition.

## Unsecured load

We do not cover your car being used to tow or convey a load which is not secured according to law.

## Vehicles running on rails or not on terra firma

We do not cover any vehicle whilst running on rails other than as cargo or any vehicle not running solely on terra firma.

## War, riot, nuclear materials or asbestos

We do not provide cover for loss, damage, liability costs or expenses directly or indirectly occasioned by, happening through or in consequence of:

- war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, riot, revolution, insurrection, civil commotion, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
- radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material; or
- asbestos

## Whole set

We do not cover repair or replacement of a whole set of any items (such as tyres) where the loss or damage is only to part of the set.

## Other information about your cover

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### Vehicle Usage

You may choose to insure your car for either private purposes or business purposes. Your car will be insured for business purposes if we have asked you about its business use and we have agreed to cover your car for business purposes. The class of use you have chosen will be shown on your schedule.

### Agreed or Market value

If you have chosen Comprehensive cover, you can choose to insure your car for:

- an agreed value and we will pay up to the sum insured on your schedule, or
- the market value and we will pay up to an amount we assess your car to be worth immediately before it was damaged or stolen.

The basis of valuation you have chosen will be shown on your schedule.

### Excesses

The policy includes excesses. An excess is the amount we deduct from your claim settlement and is payable by you. The excesses apply to Comprehensive cover; Third Party Property, Fire & Theft and Third Party Property Damage cover.

A Standard excess applies to your policy. If you choose Comprehensive cover you may choose an additional Voluntary excess. This will reduce your premium.

In addition, we may apply an Age, Inexperienced driver or Special excess, depending on the circumstances. We show the excesses that apply to your policy and the amount of each excess on your schedule.

For details on when your excess is to be paid, please refer to page 51.

The excesses are:

### Standard excess

The Standard excess applies when we accept a claim from you – unless this is the first time you have claimed for a broken windscreen during the currency of this policy and you have paid an additional premium to protect your excess for the first breakage of a windscreen during the currency of the policy. (Refer to the Optional Benefits on page 30).

### ***Voluntary excess***

If you choose Comprehensive cover you may choose to pay an additional excess amount. This Voluntary excess will reduce your premium.

The Voluntary excess applies in addition to the Standard excess when we accept a claim from you – unless this is the first claim for a broken windscreen and you have paid an additional premium to protect your excess when you break your first windscreen. (Refer to the Optional Benefits on page 30).

### ***Age excess***

The Age excess applies when the driver of your car is:

- under 21 years of age, or
- 21 to 24 years of age or less

at the time of the collision.

The Age excess is in addition to the other excesses (except the Inexperienced driver excess) when we accept your claim.

### ***Inexperienced driver excess***

The Inexperienced driver excess applies when the driver of your car is 25 or older and has not held an Australian drivers licence for more than two years at the time of the collision.

This excess does not apply to claims involving theft, malicious damage, a broken windscreen or damage to your car while it is parked.

The Inexperienced driver excess is in addition to the other excesses (except the Age excess) when we accept your claim.

### ***Special excess***

We may apply a Special excess, based on the driving record and insurance history of the drivers of your car. We will tell you if we do by showing it on your schedule. The Special excess is in addition to the other excesses when we accept your claim.

### **No Claim Discount**

We offer a No Claim Discount to drivers with a good insurance record. We will apply a discount off your premium if you have a No Claim Discount rating shown on your schedule.

For each year you do not have an at-fault claim, your No Claim Discount increases by a percentage and keeps increasing until it reaches the Maximum discount level.

### ***Maximum No Claim Discount***

*(applicable to Comprehensive cover)*

If you have held a No Claim Discount at the Maximum level with us for two years and you do not make a claim in which you are at fault, you qualify for a Maximum No Claim Discount for life, with us, at no extra cost. You can also choose to protect your Maximum No Claim Discount during the 2 year qualifying period by paying the additional premium required for this Optional Benefit. (Refer page 31). This is called a Protected No Claim Discount.

If you are eligible for a Maximum No Claim Discount for life, it will be shown on your schedule.

### **On renewal**

If you have not submitted an at-fault claim during an expiring period of insurance, your No Claim Discount will increase by a percentage at each renewal date until it reaches the Maximum discount level.

If we have accepted your claim for loss or damage incurred during the expiring period of insurance, we will not reduce your No Claim Discount on renewal if:

- the collision involved another vehicle and we agree the driver of your car was not at fault, and you can give us the registration details of the other vehicle,
- this is your first claim for a broken windscreen, and you have paid an additional premium to protect your No Claim Discount when you first break your windscreen (refer page 30),
- your claim is for malicious damage,
- the loss or damage was no one's fault,
- you have qualified for a Maximum No Claim Discount for life, with us, or
- you have paid an additional premium to Protect your Maximum No Claim Discount. (Refer page 31).

### **If you claim**

For each at-fault claim that we accept from you, your No Claim Discount will reduce by a percentage when your policy is renewed, unless your No Claim Discount has been Protected.

When you submit a claim, we may ask you to prove your entitlement to your No Claim Discount at the time you first took out a policy with us.

## Things you need to tell us

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### Notify us of changes

You must notify us as soon as possible if:

- you change your car covered by this policy,
- you transfer your interest in your car covered by this policy,
- any driver has had their licence cancelled, suspended, disqualified or any special terms or conditions are imposed on them,
- any driver of your car is fined, charged or convicted of any alcohol or drug related driving offences,
- any collisions occur which involve you or any person who regularly drives your car,
- you or any person who regularly drives your car is charged or convicted of any criminal offence, or
- you add any additional accessories to your car or make any conversion, alteration or modification of your car from its maker's specifications.

If you change your insurance details and we agree to the changes, we will confirm our agreement by issuing you a new schedule. You must pay us any additional premium if required.

We may require you to provide this information in writing.

## Things you need to do

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### Pay your premium

You must ensure that your premium is paid when it is due. For details on your payment options, please refer to page 43.

It is important to let us know if your bank or credit card details change.

### Maintain and protect your car

You must take all reasonable steps to protect your car from loss and damage and comply with all legal requirements regarding the safety, maintenance and operation of your car.

### Keep records

You must keep records as evidence of ownership or proof of the value of: your car, child seats or baby capsules, groceries, emergency repairs, emergency accommodation and costs to complete your journey. This includes contracts of sale, receipts, credit card and bank statements or photographs. Without this evidence, we may reduce or refuse to pay your claim.

### Other drivers

When allowing anyone else to drive your car, it is your responsibility to ensure that:

- they are not affected by any drug, alcohol or medication,
- they are licensed to drive your car under all relevant laws, by-laws or regulations,
- they are 25 years of age or older if you have chosen to restrict cover under your policy to drivers 25 years of age or older, and
- they are made aware of the terms and conditions of your policy, especially the exclusions referred to on pages 32-36.

## Things you should know

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### Dangerous goods

If you carry any hazardous goods or substances in your car you must comply with all relevant laws, by-laws and statutory regulations. If you do not do these things and it prejudices our interests, we will reduce any benefit under this policy by the amount that represents the extent to which our interest has been prejudiced.

### Exclusions

There are a number of General Exclusions which apply to this insurance cover. These are set out on pages 32-36.

### Changing your policy

We will advise you immediately in writing of an agreed change to your policy at anytime during the period of insurance.

### Joint policyholders

If more than one person takes out this insurance, the names of each will be shown on your schedule. Each such person has authority to make changes to this policy, including removing the name of the other, or to cancel the policy.

### Interested parties

We only cover your interest in your car unless we specifically agree to cover the interest of another party, such as a financier or any other owners which you have told us about. If we agree to cover the interest of another party the details will be noted on your schedule and in the absence of such a note there will be no cover for that other party. If a financier is noted on your schedule as an interested party, and we agree to settle your claim on a cash basis, we have the option of paying the financier in full or part settlement and discharge of your claim.

### Notices

When we send you any written notice, it will take effect when it is delivered to your last postal address known to us in accordance with the Insurance Contracts Act 1984 (Cth).

### Towing

If your car is being towed for any reason, and you are not employing a specialist towing company, you must ensure that the towing vehicle meets the requirements of the State or Territory registration towing limits and specifications for the trailer and that your car is securely and safely attached to the trailer.

## Things we need to tell you

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### Your premium

#### How you can pay your premium

You can pay your premium:

- annually, in one amount using cheque, credit card, BPay or direct debit, or
- in monthly instalments by direct debit or credit card.

If you pay your premium in instalments, the total premium will be higher than if you pay one annual premium.

#### Direct debit payments

When you provide us with bank or credit card details to debit your instalment, you must ensure that you have the authority to use the nominated account. It is also your responsibility to ensure that sufficient funds are in the nominated account to meet each instalment.

If the instalment collection date falls on a non-business day, we will debit your bank account or credit card on the following business day. If there are insufficient funds, we will resubmit the debit within 15 days unless you request us to do so sooner or advise us of an alternate bank account or credit card to debit.

#### Unpaid premium

If you have chosen to pay your premium annually, your policy will not operate until you have paid your premium.

If you have chosen to pay your premium in instalments, and any instalment is not paid:

- we will not accept your claim if your instalment is more than 14 days overdue, and
- we may cancel the policy if your instalment is more than one month in arrears.

### Cancelling

#### If you cancel your policy

You may cancel your policy at anytime by writing to us. If you do, cancellation will take effect when we receive your request or from any later date that you tell us.

#### If we cancel your policy

We may only cancel your policy where we are entitled to do so by law and in particular under the Insurance Contracts Act 1984 (Cth), including if you:

- failed to answer our questions truthfully and accurately,
- made a misrepresentation to us before the policy was issued,
- made a fraudulent claim,
- failed to pay your premium, or

- failed to comply with the terms and conditions of this policy.

If you have chosen to pay your premiums by instalments we may cancel your policy if any instalment which is due and payable remains unpaid for more than one month.

### Return premium

If your policy is cancelled and you have paid an annual premium, we will return any premium you have paid for the period after the cancellation date, less any non-refundable government taxes and charges. A cancellation fee of \$30 may apply unless we advise differently.

If your policy is cancelled and you are paying your premium in monthly instalments, there will be no return of any part of an instalment you have paid. This will be retained as a cancellation fee. All instalments due after the date of cancellation will cease.

### During the cooling off period

If you cancel your insurance during the 30 day cooling off period, we will cancel your policy from the start date and refund your premium, unless you have made a claim.

### Renewing

We may automatically renew your cover by sending you a renewal notice at least 14 days before your policy expires. The renewal notice will show the terms and conditions, the period of insurance, any proposed alterations to your policy and the premium payable.

Unless we hear from you, following the renewal notice your payments will continue in accordance with the payment option you selected when you first took out this insurance.

We may require you to pay an additional premium if you notify us of a claim that happened in the period between the time we calculate the renewal premium and the expiring period of insurance. The additional premium we require will be based on your revised claims history and any change in your No Claim Discount. The additional premium will not exceed the amount we would have requested had you notified us of your claim earlier.

### GST

All the benefits listed in this policy include GST. Any claim settlements, up to the sum insured, will include GST. However, the amount we are liable to pay will be reduced by any input tax credit you are entitled to. (If you are entitled to an input tax credit, you must tell us the extent of your entitlement).

## CLAIMS

Having your car stolen or damaged is stressful. Our claims team is there to support you by guiding you through the claims process. If you do the following things they will be able to handle your claim as quickly as possible.

### What to do in the event of a claim

#### At an accident scene

What to do	What not to do
Stop if anyone is injured or any other vehicle or property is damaged.	You must not drive away or leave the scene of the accident.
Call the police if: <ul style="list-style-type: none"> <li>• there are injuries,</li> <li>• any property other than a vehicle has been damaged,</li> <li>• any drugs, medication or alcohol is involved, or</li> <li>• a vehicle needs to be towed from the accident scene.</li> </ul> Keep a record of the police incident or report number.	
Take down the following details: <ul style="list-style-type: none"> <li>• the registration numbers of all vehicles involved,</li> <li>• any other driver's licence number and insurance company, and</li> <li>• full name, address and telephone number of everyone involved in the accident, including any witnesses.</li> </ul>	Do not make a promise or offer to pay anyone for anything or admit that you are, or may have been, at fault.
Do everything you can to stop further loss or damage from happening. If your car cannot be driven, or it is unsafe to drive it, arrange for it to be towed to the nearest place of safety.	Do not arrange or authorise any repairs, except if necessary to minimise or prevent further loss or damage. The most we will reimburse you for emergency repairs is \$500 during any one period of insurance.
Take note of the time, weather and road conditions.	

### At the scene of a crime

If your car has been stolen, or an attempt has been made to steal your car, or if there is malicious damage to your car, call the police. Keep a record of the police incident or report number, as well as the name of the police officer attending, the police station the incident is reported to and date it is reported.

If your car is stolen and fitted with a remote tracking security device, report the theft to your tracking bureau immediately.

### How to claim

Let us know as soon as possible about any claim you might want to make, or if someone has indicated they hold you responsible for an accident or damage. We can help you and let you know what you should do.

What to do	What not to do
Telephone us on 1300 265 374 as soon as possible.	Do not delay in telephoning us because it could disadvantage you.
Tell us if someone is holding you responsible for the accident or if you have received any demands or correspondence or documents related to it and provide us with that correspondence or documents related to it.	Do not make a promise or offer to pay anyone for anything or admit that you are, or may have been, at fault.  Do not delay in sending us any documents you might receive.
Keep any damaged property in case we need to inspect it.	Do not arrange any replacements or authorise any repairs.  Do not dispose of any property until we tell you that you can.

### The claims process

#### What you must do to help us manage your claim

- Tell us if you think you have a claim as soon as possible. This is especially important:
  - so that you are not disadvantaged by not complying with your obligations, and
  - if you want to claim under your Comprehensive cover for the cost of emergency accommodation or costs to complete your journey.
- Tell us everything about the loss or damage so that we can assess your claim. Also tell us about the people involved and anyone you believe was at fault.
- Allow us to ask you questions and provide us with written statements under oath, if we require you to do so.
- Provide valuations, receipts or other proof of ownership, if we request you to.
- Pay your excess (if applicable) when we tell you to. (Refer to page 51 for details on when to pay your excess)
- Tell us if there is any other insurance on your car, trailer, property or any items covered by this policy.
- Advise us of any communication you receive in connection with the claim, and of any court proceedings.
- Tell us about any input tax credits or other amounts you are entitled to, if you are registered for GST.
- Allow us to inspect your damaged car, trailer, property or items, including giving us permission to tow your car to a place or repairer nominated by us.
- Allow us to take possession of your damaged car, trailer, property or items involved in the claim.
- Cooperate with us as we negotiate, defend or settle your claim and as we exercise your legal right of recovery against any other party. This might include giving evidence in court.
- Pay to any financier the difference between our claim settlement amount, if we treat your car as a total loss, and the outstanding amount of your instalment plan, sale or leasing agreement.



## What we will do

When you make a claim we will handle your claim in a fair, transparent and timely manner. If we have accepted your claim, this means that:

### If your car has been damaged:

- We can arrange the entire quote and repair process for you. We will obtain a minimum of two quotes, including any you have provided.
- If your car is at your choice of repairer and we want to obtain an alternative quote for repairs, we will arrange to move your car to another repairer at our expense.
- Our assessor will review the quotes and the work necessary to properly repair your car. We will choose the repairer who has submitted the most competitive, complete quote.
- We will arrange for your car to be repaired and advise once it is ready for collection. We will provide a Lifetime Repair Guarantee on repairs carried out by our authorised repairers. (Refer pages 24-25) Your car will be repaired to the condition it was in immediately before the insured event or, if that is not reasonably possible, to substantially the same condition. Parts suitable for your car's age and condition will be used in the repair, as follows:
  - o new Original Equipment Manufacture (OEM) approved parts will be used if your car is still covered under a standard new car warranty
  - o new and/or reconditioned OEM parts will be used if your car is outside the manufacturer's standard new car warranty period
  - o for windscreens, Australian manufactured parts, which are compliant with Australian Design Rules
- If spare parts to repair your car are not available 90 days after the date of damage, we may immediately settle your claim, and
  - o pay for what it would cost to repair your car, plus
  - o the reasonable cost of the unavailable spare parts, based on the lesser of: the manufacturer's most recent Australian price list; the list price of the closest equivalent part available in Australia; or the actual cost of having a new part made in Australia.
- If we are required to engage the services of a specific

specialist repairer and/or supplier we may decide to sublet that component to such repairer or supplier.

- If the repair of your car leaves it in a better position than it was before the insured event, you might have to contribute to the cost of repairing or replacing items such as tyres, engines, additional accessories, paintwork, bodywork, batteries or interiors affected by wear and tear or rust and corrosion. How much you pay depends upon our assessment of how worn these items were when the damage occurred.
- If we decide that the cost of repairs to your car is more than the sum insured less any amount we can obtain from the salvage of your car, we will declare it a total loss.
- We are a signatory to the Motor Vehicle Insurance and Repair Industry Code of Conduct. The voluntary Code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurers based on mutual respect and communication. For further information about the Code visit the website [www.abrcode.com.au](http://www.abrcode.com.au)

### If your car has been stolen:

- If your car has been found within 14 days, and it is damaged, we will follow the procedure for damaged vehicles, as set out above.
- If your car has not been found after 14 days, we will declare it a total loss if we have accepted your claim.

### If your car is a total loss:

We will:

- o replace it with a new car, if you qualify for this benefit (refer page 26), or
  - o pay you the sum insured less any excesses that may apply, or
  - o if your car is subject to an instalment plan, or a sale or leasing agreement, we will pay the sum insured, less any excesses which may apply, to the financier. (If the claim payment does not settle the amount owing to the financier, you must pay the difference or, if the claim payment exceeds the amount owing to the financier, we will pay the difference to you).
- We will retain your damaged car and keep the proceeds of any salvage sale. We will also retain the unexpired portion

of the registration and Compulsory Third Party insurance. If you prefer to keep your damaged car, we will determine the salvage value including the unexpired portion of the registration and Compulsory Third Party insurance and deduct this amount from our payment to you.

- Your insurance cover will cease as soon as we accept liability. Because we will have met our obligation to you in full:
  - o if you have paid an annual premium, we will not return any premium you have paid for the period after the date of insured event, or
  - o if you are paying your premium in monthly instalments, there will be no return of any part of an instalment you have paid and we will deduct any remaining instalments from the amount we pay.

You will need to take out new insurance cover for your replacement car.

#### **For all claims:**

- When we settle your claim, we will reduce the amount we pay by the amount of the excesses shown on your schedule. The different excesses that may apply to your insurance are explained on pages 37-38. However, we will not deduct any excess if you can satisfy us that the collision was the fault of someone else and you have given us the name and address of that person.
- We will decide whether or not the driver of your car is at fault by contributing to the cause of the insured event.
- For each at-fault claim that we accept from you in which you were at fault, we will reduce your No Claim Discount by a percentage when your policy is renewed, unless your No Claim Discount has been protected.
- The amount that we pay will be based on GST inclusive costs. However, if you are, or would be, entitled to claim any input tax credits for the repair or replacement of your car, we will reduce any claim under the insurance by the amount of the input tax credits.
- The maximum amount that we will pay is the sum insured.
- We may exercise our legal rights to act on your behalf to conduct, defend or settle any recovery action from other people. If we recover more than the claim settlement amount plus any costs we have incurred in the recovery action, we will pay you the balance.
- If you are held at fault, and we agree, we will conduct, defend or settle any action brought by other people.

- We will pay the legal costs associated with defending any claim against you, if we have told you so in writing and we have appointed the solicitors who will defend the claim.
- If you withdraw your claim, or we refuse to accept it, you may have to refund to us any of our costs incurred in processing your claim, or payments we have already made to you, including any payments made for rental car costs.

#### **Your excess**

##### **Will you have to pay an excess?**

You do not need to pay an excess if:

- we agree that a collision was not your fault and you can give us the name and address of the person who was at fault and the registration number of their vehicle,
- any damage to your car was not caused by another vehicle and we agree that you are not at fault and you can give us the name and address of the person who is, or
- your claim is for a first broken windscreen, and you have paid the additional premium for the Optional Benefit referred to on page 30.

You will need to pay an excess in all other situations as we will not be able to recover the costs of the loss or damage to your car.

##### **When to pay your excess:**

If you do need to pay an excess, we may at our discretion:

- require you to pay it to the repairer when you collect your car,
- deduct it from any amount we pay to you, or
- request you to pay it at any other time.

## WHAT OUR WORDS MEAN

**Act of terrorism** means an act including but not limited to the use or threat of force or violence by any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

**Additional accessories** means the accessories described in your schedule. They are installed items or equipment fitted to the car as optional extras. They increase the value of the car but not its performance or handling. Additional accessories include but are not limited to sunroofs, sound systems and instruments.

**Agreed value** means the actual amount we have agreed your car to be worth. It is shown on your schedule. This value is set at the start of the period of insurance. As most cars depreciate with age and use, the agreed value will almost always reduce when your policy is renewed. The agreed value includes GST.

**Business purposes** means your car is insured when it is used for your full time, part time or casual work that you have told us about and we have agreed to cover you for. It includes the use of your car for social, domestic and pleasure purposes.

**Car** means the motor vehicle described in your schedule and includes:

- up to \$750 for a trailer when it is attached to your car,
- the manufacturer's standard tools and standard, accessories fitted to your car,
- additional accessories,
- modifications if we have covered them by listing them on your schedule, and
- modifications that we would have covered if you had told us about them. We may ask you to pay an additional premium to cover these modifications.

**Driver** means you, or a person who you have given permission to drive your car.

**Excess** or **Excesses** means the amount you must contribute towards a claim under your policy. Excesses are payable for each occurrence covered by your policy. An occurrence includes a series of occurrences arising out of one cause.

**Immobiliser** means an electronic engine immobiliser that is self-activating, self-arming or passive-arming. It must be black wired and, if remote operated, the remote must be code-hopping.

**Insured Event** means any event for which we accept your claim under this policy.

**Market value** means the amount we assess your car to be worth in your local area immediately before it was damaged or stolen. Market value includes any GST or reasonable dealer profit. Market value excludes costs for registration, compulsory third party insurance, warranties, future stamp duty, transfer fees, and restoration. We consider your car's make, model, age, condition and kilometres travelled in assessing its market value.

**Modification** or **modifications** means any non-standard additions or alterations to your car which affects its performance, handling or safety. Modifications include but are not limited to additions or alterations to the body, exhaust, transmission or suspension of your car.

**Modified** means that modifications have been made to your car.

**Period of insurance** means the time in which your policy is in force and is shown by a start date, and end date and time, on your schedule.

**Policy** means this document, our record of your verbal responses and your schedule. It forms the contract of insurance between you and us.

**Premium** means the amount you have to pay us for your insurance. It includes all Government charges, levies, taxes and duties.

**Private purposes** means your car is insured when it is used for social, domestic and pleasure purposes including:

- driving to and from work,
- in connection with repairing, service and testing,
- non-professional tuition,
- demonstration for sale purposes if you are the driver or passenger during the demonstration, or
- private pooling arrangements.

**Schedule** means the most current document that describes the individual details of your policy. This document changes when your policy is renewed or when we have agreed to any changes you have advised us of.

**Security device** means an immobiliser, car tracking system or other anti-theft system fitted to your car which we may require.

**Standard accessories** mean installed items or equipment originally supplied with your car by the manufacturer. They increase the value of your car but not its performance or handling. Standard accessories include but are not limited to

metallic paint, sunroofs, sound systems, interior improvements and instruments.

**Sum insured** means the actual agreed value of your car as shown on your schedule or the market value of your car. It is the maximum amount we will pay if your car is damaged or stolen.

**Total loss** means where we decide to pay you the sum insured for your car. This is usually when your car has been stolen or the cost of repairs to your car is more than the sum insured less any amount we can obtain from the salvage of your car.

**Us, we** or **our** refers to Wesfarmers General Insurance Limited (WGIL).

**You, your** refers to the person or people named as the insured on the schedule.



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