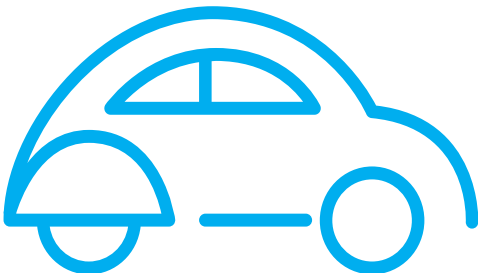


Comprehensive Car Insurance

Product Disclosure Statement



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

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

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

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

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

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

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

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

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

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

About QBE

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

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that *we* operate in. Through Premiums4Good, *we* invest a portion of customer premiums into investments that have additional social or environmental features. So, when *you* choose *us* as *your* insurer, *your* premium automatically does some good.

Preparation date: 31 July 2023

This PDS is issued and underwritten by QBE.

This PDS does not consider *your* objectives, financial situation or needs. *You* should take into account *your* personal circumstances when considering the information provided to decide if the product is right for *you*.

Table of contents

About your policy

7

Our agreement	7
Your policy documents	7
About this PDS	7
Sending you documents	8
References to legislation	8
When there is more than one insured	8
Who is covered	8
Cooling-off period	8
Tell us when these things change	9
Changes to your circumstances	10

What is comprehensive cover?

11

Damage to or theft of your car	11
Standard Features	12
Options you can add to your policy	17
Hire Car - Extra	17
'No Excess' Windscreen	18
Choice of Repairer	18
Legal liability	19

General Exclusions

20

Driver	20
Intentional, reckless or fraudulent acts	20
Use of your car	21
Reasonable actions and precautions	21
Operation of law, war, nuclear material or terrorism	22
Other loss or damage	22

Condition of your car	23
Cyber incident	23
Sanctions limitation and exclusion	23
Laws impacting cover	23

Claims **24**

What to do after an incident	24
What you must not do after an incident	25
Cooperating with us	25
How we settle claims	26
Repairing your car	26
How Choice of Repairer works	26
Our parts policy	27
Our repair guarantee	28
Paying the reasonable cost of repairs	29
Determining if your car is a total loss	29
Replacing your car with a new one	30
Claim payments and GST	31
Claims administration, going to court, recovery action and legal liability claims	31
Contribution and other insurance	32
Preventing our right of recovery	32
Other interests	33
Excesses	33
How we collect the excess	34

Paying, renewing and cancelling	35
Paying your premium	35
Renewing your policy	36
Cancelling your policy	37
Definitions	38
Privacy, complaints and other important information	41
Privacy	41
Complaints	42
General Insurance Code of Practice	43
Financial Claims Scheme	43

This page has been left blank intentionally.



About your policy

Our agreement

When *you* pay or agree to pay *your* premium, we agree to provide *you* with insurance cover under the terms and conditions set out in this *policy*.

Your policy documents

When *you* buy *your* *policy* it will be made up of:



this Product
Disclosure
Statement (PDS)



any applicable
Supplementary Product
Disclosure Statement (SPDS)



*your Certificate
of Insurance*

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the *policy*, then either an SPDS or a new PDS will be provided at renewal.

About this PDS

This PDS tells *you* about the QBE Comprehensive Car Insurance *policy* we offer including the conditions and exclusions of the cover. Before deciding to buy this *policy*, please read this PDS to decide if the cover is right for *you*.

Words in italics have special meanings that are explained in **Definitions** located at the back of this PDS.

The amounts stated in this *policy* include GST unless stated otherwise.

Sending you documents

Documents relating to *your* insurance *policy* will be sent by post or email. Where *you* have been given the choice, they will be sent by *your* chosen delivery method and *you* can change *your* preference at any time.

It is *your* responsibility to make sure *your* contact details are current (including telephone number, email and mailing address where relevant) and *you* must update these as soon as they change.

References to legislation

Legislation referenced in this *policy* includes subsequent legislation. Any term used in this *policy* and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

‘Subsequent legislation’ means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

When there is more than one insured

When there is more than one *insured* on *your policy*, we may treat what any one of them says or does in relation to *your policy* or any claim under it, as said or done by each of the *insureds*. We may rely on a request from one *insured* to change or cancel *your policy* or tell us where a claim payment should be paid. Where a payment is made to one *insured* under this *policy*, we have no further obligations to any other *insured* regarding that payment.

Who is covered

Your policy covers anyone who drives *your car* when they meet its terms and conditions. This includes a learner driver who drives *your car* when supervised by a properly licensed driver.

Cooling-off period

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

You can also cancel *your policy* outside the cooling-off period, see **Cancelling your policy.**

Tell us when these things change

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

- your car is replaced or sold
- the address where your car is usually kept changes
- there is a change to how your car is used
- you change the number of hours your car is used for *ridesharing*
- you want to add to the *policy* any other drivers who use your car
- your contact details like email, phone number or mailing address change
- you want to add or remove a cover option

For example, if you start using your car for *ridesharing* or for business purposes.

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

When you tell us about something that has changed or request a change to your *policy*, we will assess the change to the risk in accordance with our underwriting rules and processes. If you request any change to cover (for example, you choose to add a cover option) and we agree to the change, we will issue a new *Certificate of Insurance* and ask you for any additional premium.

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

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- you have paid the additional premium by the due date we give to you. If you don't pay the additional premium by the due date, then we will make reasonable efforts to contact you using the most recent contact details you provided to us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement *Certificate of Insurance*.

If you request any change to cover and we don't agree to the change, then we will let you know and the *policy* will continue unchanged.

Changes to your circumstances

If *you* tell *us* about a change in *your car* or *your car's* value then *we* will consider it under *our* underwriting rules and processes, and depending on the underwriting assessment:

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

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

- the amount of the additional premium payable for the change;
- the premium *you* have already paid on *your policy*; and
- the remaining *period of insurance*.

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

Contact **133 723** to discuss potential changes in circumstances when *you* know the details of the timing and nature of the changes before they happen, to find out in advance whether *we* will be able to continue to insure *you*.

Changes of these kinds sometimes alter the risk to *us* in such a significant way that it is no longer within *our* underwriting rules, and *we* would not have issued the *policy* if the request had been made before the start of the *policy*.

If relevant, please see *our* Financial Hardship policy available at qbe.com/au



What is comprehensive cover?

Your QBE Comprehensive Car Insurance *policy* covers:

- damage to or theft of *your car*
- standard features explained in this *policy*
- options *you've* chosen to add to *your policy*, and which are listed on *your Certificate of Insurance*
- legal liability arising from damage to someone else's property caused by the use of *your car*.

Damage to or theft of your car

What you're covered for



Your *policy* covers accidental loss of or damage to *your car* from *incidents* such as:

- collision or impact
- theft or attempted theft
- fire or explosion
- weather events (such as hail or flood) and
- malicious damage.

There are situations *you're* not covered for. See **General Exclusions**.




Standard Features



The following Standard Features apply when *your* claim for an *incident* covered by *your* policy is accepted and they are directly connected to that *incident*. There is no excess payable for these Standard Features as *you* will already be paying the applicable excess for the *incident*.

Standard Feature	✓ We will...	✗ But not...
 <p>Baby capsules and child seats</p>	<p>replace damaged or stolen baby capsules and child seats which are inside <i>your</i> car</p>	<p>if they are stolen from <i>your</i> car when the car itself isn't stolen</p>
 <p>Personal items</p>	<p>pay up to \$1,000 in total for personal items inside <i>your</i> car which are:</p> <ul style="list-style-type: none"> • damaged in an <i>incident</i>; or • stolen along with <i>your</i> car. <p>Personal items are items normally worn or carried such as clothes, eyewear and any disability or medical devices, excluding the items listed in the 'But not...' column.</p>	<p>any of the following items:</p> <ul style="list-style-type: none"> • cash, cheques, credit cards or negotiable documents; • mobile phones, computers or any other electronic devices; • tools of trade; or • baby capsules or child seats; <div data-bbox="700 1061 1002 1193" style="border: 2px solid blue; border-radius: 15px; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">↑</p> <p>Don't forget these are covered in the Standard Feature above.</p> </div> <p>any personal items that are stolen from <i>your</i> car when the car itself isn't stolen.</p>

Continued next page...



What is comprehensive cover?

Standard Feature	✓ We will...	✗ But not...
 <p>Travel expenses</p>	<p>reimburse up to \$100 in total:</p> <ul style="list-style-type: none"> to help the driver of <i>your car</i> and any passengers get to their destination; to get <i>you</i> to or from the authorised repairer; and to get <i>you</i> to or from the hire car provider, if <i>we</i> provide <i>you</i> with a hire car following the <i>incident</i> 	<p>if <i>your car</i> is safe to drive</p>
 <p>Emergency accommodation and transport costs</p>	<p>reimburse up to \$1,000 for the reasonable cost of essential accommodation and transport to get the driver of <i>your car</i> and any passengers home</p>	<p>if the <i>incident</i> occurs less than 100km from home; if <i>your car</i> is safe to drive; any other costs such as food or laundry</p>
 <p>Towing and storage costs</p>	<p>pay the reasonable cost of towing <i>your car</i> to the nearest repairer or safe location, that <i>we</i> agree to</p> <p>pay reasonable storage costs at the agreed location</p>	<p>if <i>your car</i> is safe to drive</p>



Standard Feature	✓ We will...	✗ But not...
 <p>Hire car after a not-at-fault car accident</p> <div data-bbox="98 411 311 584" style="border: 1px solid blue; border-radius: 10px; padding: 5px; margin-top: 10px;"> <p>↑ 'not-at-fault' has a special meaning. See Definitions.</p> </div>	<p>arrange and pay the reasonable daily cost of a <i>suitable hire car</i>, if <i>your car</i> is damaged in a <i>not-at-fault</i> car accident.</p> <p>It will be provided:</p> <ul style="list-style-type: none"> • until repairs authorised by <i>us</i> are completed; or • until we pay the reasonable costs to repair <i>your car</i>; or • until we pay <i>your</i> claim after <i>your car</i> has been assessed as a <i>total loss</i>. 	<p>when <i>your car</i> is not at the authorised repairer and it's safe to drive;</p> <p>if <i>you</i> arrange a hire car without <i>our</i> authorisation;</p> <p>for any other costs related to the hire car such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction;</p> <p>after we receive information confirming that the driver of <i>your car</i> caused or contributed to the accident</p>
 <p>Hire car after theft or attempted theft</p>	<p>arrange and pay the reasonable daily cost of a <i>suitable hire car</i>, if <i>your car</i> is stolen or damaged in an attempted theft.</p> <p>It will be provided for up to 14 days:</p> <ul style="list-style-type: none"> • until <i>your car</i> is found and doesn't need repairs; or • until repairs authorised by <i>us</i> are completed; or • until we pay the reasonable costs to repair <i>your car</i>; or • until we pay <i>your</i> claim after <i>your car</i> has been assessed as a <i>total loss</i>. 	<p>when <i>your car</i> is not at the authorised repairer and it's safe to drive;</p> <p>if <i>you</i> arrange a hire car without <i>our</i> authorisation;</p> <p>for any other costs related to the hire car such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction</p>


Continued next page...

What is comprehensive cover?

Standard Feature	✓ We will...	✗ But not...
 <p>Essential temporary repairs</p>	reimburse up to \$500 for essential temporary repairs needed to get <i>your car</i> back on the road	
 <p>Trailer cover</p>	pay up to \$1,000 towards the cost of repairing or replacing <i>your trailer</i> if it's stolen or damaged, when attached to <i>your car</i>	for anything stolen from or damaged on top of or inside the <i>trailer</i>

Unlike the Standard Features in the previous table, *you* can make a claim for the following Standard Features even if the claim is not connected to an *incident* for which a claim has been accepted.

Standard Feature	✓ We will...	✗ But not...
 <p>Theft of your car keys</p>	<p>cover the cost of replacing or recoding <i>your car</i> keys, locks or barrels if <i>your car</i> keys are stolen and <i>you</i> report the theft to police.</p> <p>An excess is payable for this Standard Feature.</p>	<p>if <i>your car</i> keys are stolen by someone <i>you</i> gave them to;</p> <p>if <i>your car</i> keys are just misplaced or lost</p>
 <p>Change of car</p> <div style="border: 2px solid blue; border-radius: 15px; padding: 10px; margin-top: 10px;"> <p>↑</p> <p>Tell <i>us</i> as soon as <i>you</i> replace <i>your car</i>. We'll tell <i>you</i> if we can insure it and if there are any changes to <i>your policy</i>.</p> </div>	<p>automatically transfer <i>your policy's</i> cover to a replacement car for up to 14 days from when <i>you</i> sell or dispose of <i>your car</i>.</p> <p>We will cover the replacement car up to its <i>market value</i> or purchase price, whichever is lower.</p>	

Standard Feature	✓ We will...	✗ But not...
 <p>'No excess' windscreen repair</p>	<p>not apply an excess if <i>your</i> claim is only for damage to <i>your car's</i>:</p> <ul style="list-style-type: none"> • windscreen or rear window; • sunroof (being a retractable piece of glass that makes up less than 50% of vehicle's roof, designed to allow light and air into the vehicle); or • window glass (but excluding non-retractable panoramic roofs) <p>and the damage can be repaired</p>	<p>if the windscreen, sunroof or window glass needs to be replaced</p> <div data-bbox="701 368 1002 584" style="border: 1px solid blue; border-radius: 10px; padding: 10px; margin-top: 20px;"> <p style="text-align: center;">↑</p> <p>See the Optional benefit 'No Excess Windscreen' for benefits available if <i>you</i> do have to replace <i>your</i> windscreen, sunroof or window glass.</p> </div>

Options you can add to your policy

If we agree, *you* can also choose to add any or all of the following optional benefits for an additional premium. Whether we agree to provide an optional benefit will depend on *our* underwriting rules and processes at the time. If an option has been added to *your* policy, it will be shown on *your Certificate of Insurance*.

If *you* choose to add an option during the *period of insurance*, it will only apply:

- once *you've* paid *us* the additional premium or, if *you're* paying in instalments by direct debit, the instalments have been adjusted to reflect the additional premium; and
- from the effective date shown on *your Certificate of Insurance*.

Hire Car - Extra

Your policy automatically provides *you* with a hire car benefit after theft, attempted theft or a *not-at-fault* car accident. See **Standard Features**.

If *you* would like cover for a hire car after other *incidents* for which a claim has been accepted under this *policy*, *you* can choose to add this Hire Car - Extra option.

If *you* choose this option, *we'll* arrange and pay the reasonable daily cost of a *suitable hire car* which in *our* opinion meets the drivers' mobility needs.

Under this option *we'll* provide the hire car for up to 14 days:

- until repairs authorised by *us* are completed; or
- until *we* pay the reasonable costs to repair *your car*; or
- until *we* pay *your* claim after *your car* has been assessed as a *total loss*.

We won't pay under this option:

- ✗ when *your car* is not at the authorised repairer and it's safe to drive;
- ✗ if *you* arrange a hire car without *our* authorisation; or
- ✗ for any other costs related to the hire car, such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction.

This option provides a hire car when *you've* caused a car accident or *your car* has been damaged by hail for example.

'No Excess' Windscreen

If *you* choose this option *you* won't need to pay an excess if *your* claim is only for damage to *your car's*:

- windscreen or rear window;
- sunroof (being a retractable piece of glass that makes up less than 50% of vehicle's roof, designed to allow light and air into the vehicle); or
- window glass (but excluding non-retractable panoramic roofs)

and the item needs to be **replaced** rather than **repaired**.

The good news is that if all *you're* claiming for is *your car's* windscreen, sunroof or window glass, and we can **repair** it without having to **replace** it, *you* won't need to pay an excess. See the Standard Feature '**No excess' windscreen repair**.

Choice of Repairer

When we repair *your car* under this *policy* we will normally use a QBE Accredited Smash Repairer or another licensed repairer we select.

If *you* add this Choice of Repairer option to *your policy*, *you* can choose which licensed repairer will repair *your car*. See **Repairing your car** to understand how this option works at claim time.

See qbe.com/au for a list of repairers with whom we have a supplier agreement.

What is comprehensive cover?

Legal liability

In this legal liability section any reference to '*you*' means the *insured*, any driver or any passenger of *your car*.

This section explains the cover provided if *you* crash into a parked car or someone else's house for example.

What you're covered for

This *policy* covers *your* legal liability to pay compensation which arises from damage to someone else's property, caused by the use of *your car*.

This legal liability cover also extends to:

- something falling from *your car* as well as the loading or unloading of *your car*; and
- *your* employer or business partner, if *you* were using *your car* in the course of *your* employment or business partnership.

We'll also cover clean-up costs at the scene of an accident, for which *you* are legally responsible.

In this section, *your car* includes an attached *trailer* as well as a substitute car *you're* using because *your car* is being repaired or serviced by a licensed tradesperson.

What you're not covered for

This *policy* does not cover *your* legal liability if:

- ✗ the claim arises from damage caused to property owned by *you* or in *your* possession or control;
- ✗ the use of the substitute car is already covered for legal liability by another motor vehicle insurance policy;
- ✗ the substitute car is owned by *you* or is a hire car;
- ✗ *you* didn't have permission from the owner of the substitute car to use it;
- ✗ the claim arises from death or bodily injury; or
- ✗ the claim is excluded by the **General Exclusions**.

The most we'll pay

The most *we'll* pay for all legal liability claims arising from any one *incident* is \$30,000,000. This includes GST and any associated legal costs *we've* agreed to pay.



General Exclusions

There is no cover under any section of *your policy* for any claim or damage, loss, cost or legal liability, that involves, arises from or is in connection with any of these General Exclusions.

Driver

There is no cover if the driver of *your car* at the time of the *incident* was:

- driving without a valid driver's licence or not complying with their licence conditions;
- under the influence of alcohol and/or a drug (including medication);
- driving when exceeding the legal limit for alcohol and/or a drug (including medication);
- not willing to take part in a test for alcohol and/or a drug (including medication);
- driving after getting medical advice that their ability to drive a car could be compromised by their medical condition or treatment;
- someone who stole *your car*; or
- excluded on *your Certificate of Insurance*.

The above driver exclusions do not apply if *you* had no reason to suspect that the driver of *your car* did or was any of the above. In that instance, *we'll* cover the damage to *your car* but not any legal liability arising from damage caused by that driver. If allowed by law, *we* may recover the cost of *your car's* damage from that driver.

Intentional, reckless or fraudulent acts

There is no cover for intentional, reckless or fraudulent acts by:

- *you*, any driver or passenger of *your car*, or anyone acting with *your* or their express or implied consent; or
- anyone who owns *your car* to any extent.

Examples of reckless acts include street racing, driving into floodwater, illegally using a mobile phone or driving at dangerously excessive speed.

This exclusion does not apply if *your car* was stolen. *We* reserve the right to report suspected fraudulent or other criminal acts to the police for their investigation.

Use of your car

There is no cover if *your car* was being used:

- to deliver food or other goods for reward;
- to carry passengers for hire, fare or reward, except when:
 - it is unpaid carpooling or unpaid volunteering; or
 - *you* have told *us* *your car* is used for *ridesharing* and the number of *ridesharing* hours does not exceed that shown on *your Certificate of Insurance*;
- as part of a car sharing service or platform for reward;
- for a *business use* other than that shown on *your Certificate of Insurance*;
- to carry or tow a load (including a *trailer*) that was heavier than permitted by law or allowed by design specifications for the car or *trailer*, or was not properly secured;
- on a race or speedway track or in an organised event, whether or not the road was closed to public traffic;
- in preparation for, or when participating in, a race, time-trial, hill-climb or any competitive motor sport or contest;
- in a professional driver education course that involved speeds greater than 110km/h; or
- for any illegal purpose.

Reasonable actions and precautions

There is no cover if:

- *you* or the driver of *your car* did not take reasonable precautions to prevent loss or damage, for example:
 - leaving *your car* keys inside *your car* and leaving it unattended, such as when going to pay for petrol;
 - failing to lock *your car's* windows and doors when *you* leave it unattended;
 - continuing to drive *your car* after it has been damaged or is overheating; or
 - not securing *your car* after it has broken down, been damaged or *you've* been notified it has been found after it was stolen;
- *you've* given someone permission to use *your car* and they then steal it; or
- *you* or anyone using *your car* admits fault or liability for an *incident*, unless *we* would have provided cover under *your policy* anyway.

Operation of law, war, nuclear material or terrorism

There is no cover for loss or damage arising from:

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

Other loss or damage

There is no cover for:

- tyre damage unless it's caused in an *incident* for which we've agreed to pay a claim;
- mechanical, structural, electronic or electrical failure, unless it's caused in an *incident* for which we've agreed to pay a claim;
- deterioration or wear and tear;
- depreciation;
- mould, rust or any type of corrosion;
- financial or non-financial consequential loss arising from loss of or damage to *your car*, such as:
 - lost profits or income because *you* can't use *your car*;
 - loss due to delay in repairs because a part isn't readily available;
 - any diminished value of *your car* after it's been properly repaired; or
- anything set out in the '**But not...**' column in **Standard Features**.

Condition of your car

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

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

Cyber incident

There is no cover under any section of *your policy* for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with a *cyber incident*.

However we will cover physical loss of or damage to *your car* resulting from:

- damage to, failure of or unavailability of its electrical systems
- loss of, corruption of, or loss of access to electronic data

caused by a *cyber incident*, if such loss is otherwise covered by this *policy*.

‘Cyber incident’ means:

- an unauthorised or malicious act
- malware, virus, hacking, denial of service or similar mechanism
- programming or operator error, by *you* or anyone else

affecting access to, use of or operation of any of *your car*’s electrical systems or causing loss of, corruption of, or loss of access to electronic data.

Sanctions limitation and exclusion

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

Laws impacting cover

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



Claims

This section explains *our* claims process. For additional information about excesses and for examples of how *we* pay claims under this *policy*, read *our* Comprehensive Car Insurance Additional Information Guide at qbe.com/au or call *us* on **133 723** for a copy.

In this claims section any reference to '*you*' means the *insured*, any driver or any passenger of *your car*.

We handle many car insurance claims every day. We know that some of *our* customers face difficult circumstances when making a claim on their car insurance policy. In some cases, *your* circumstances might prevent *you* from strictly complying with *policy* terms and conditions. For example, if *you* are badly injured in an *incident* that also results in a claim under this *policy*, then *you* may not be able to provide the assistance *we* normally need to process *your* claim.

If relevant, please see *our* Financial Hardship and/or Family and Domestic Violence Customer Support policies available at qbe.com/au

If this applies to *you*, then *you* or *your* family should speak to *us* about *your* situation. We will consider *your* situation and see how *we* can help *you*.

You can ask *us* if *your policy* covers a particular loss before *you* actually make a claim.

What to do after an incident

As soon as reasonably possible after an *incident* *you* must:

- take reasonable steps to:
 - prevent further damage to *your car* and keep it secure;
 - get the full name and address of each person involved;
 - get the registration numbers of any vehicles involved; and
- report the *incident* to police if *your car* is stolen or deliberately damaged and provide details of the report to *us*. We may need the police report number to process *your* claim or *our* recovery action if there is a third party who is liable for *your* loss.

As soon as *you* can after the *incident*, call *us* on **133 723** to make *your* claim, or lodge it online at qbe.com/au

If the situation requires urgent attention, please call *us*. We're available 24 hours, seven days a week. If, as a result of an *incident*, *you* are in urgent financial need of the benefits *you're* entitled to under *your policy*, please call *us* as soon as possible to see how *we* can assist *you*.

If *you* have an existing claim and need access to an interpreter, please contact *your* Claims Officer directly.

What you must not do after an incident

We reserve the right to reduce *your* claim payment if *your* actions after an *incident* increase the loss or liability. If *your* actions prevent *us* from recovering a claim payment from another person who would be liable to *you* for a loss or liability that *you* suffer, then we may refuse to pay *your* claim.

To avoid *your* claim being delayed, reduced or refused *you* must not:

- ✗ admit fault or liability, except in a court or to police;
- ✗ offer or negotiate to settle a claim;
- ✗ authorise repairs, other than as covered in the Standard Feature **Essential temporary repairs**. If *you* do, we may not cover them; or
- ✗ unnecessarily delay notifying *us* of the *incident*.

Cooperating with us

You must provide reasonable assistance to *us*, including:

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

At all times *you* must refrain from behaving in a way that's improper, hostile or threatening towards *us*, *our* representatives, repairers or third parties involved in an *incident*. Such behaviour may result in *our* not inviting *you* to renew *your policy* when it expires.

If *you* don't cooperate with *us* it may delay *your* claim, or *we* may reduce or refuse to pay *your* claim.

How we settle claims

If *your* claim is accepted, *we'll* settle it in one of the following ways:

- repairing *your car*;
- paying the reasonable cost of repairing *your car*;
- where *your car* is a *total loss*, paying the *agreed value* or *market value*, as shown on *your Certificate of Insurance*; or
- replacing *your car* with a new one if the conditions in **Replacing your car with a new one** are met.

If *your* claim is for a replacement car covered under the Standard Feature **Change of car**, *we'll* follow the same process as explained above, except that a reference to *market value* will mean its fair market value just prior to the *incident*.

Repairing your car

We'll arrange for *your car* to be repaired by a QBE Accredited Smash Repairer or another licensed repairer of *our* choice. *We'll* manage the repair process, including choosing the suitable repair method. If needed, *our* repairer will sub-contract some of the repairs.

If *your car* is safe to drive, *you'll* need to take it to *our* chosen repairer. If it's not safe to drive, *we'll* arrange for it to be taken there. If we repair *your car*, *we're* entitled to keep any parts or materials salvaged from it.

Following payment of a claim, other than for a *total loss* claim, *your agreed value* will remain unchanged unless *you* request otherwise.

How Choice of Repairer works

If *you've* added the Choice of Repairer option, and *you* choose to use it, *you'll* need to:

- get a quote from an appropriately licensed and equipped repairer of *your* choice;
- allow *us* to assess the quote and *your car* before *we* authorise repairs; and
- allow *us* to get a quote from another repairer if *we* need one.

You can still use a QBE Accredited Smash Repairer we recommend even if you've chosen this option.

We may invite, accept, adjust or negotiate estimates or arrange to move *your car* to another repairer acceptable to both of us.

Continued next page...

Claims

How Choice of Repairer works (continued)

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

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

When *you* choose *your* repairer and *we* authorise the repairs, **Our repair guarantee** will apply as long as *we* manage those repairs to completion.

If *your car* is safe to drive, *you'll* need to take it to *your* chosen repairer. If it's not safe to drive, *we'll* only pay what it would cost *us* to tow it to the repairer *we* would have otherwise arranged to repair *your car*.

Our parts policy

If *your car* was first registered:

- less than three years ago, *we'll* use genuine new parts when they are reasonably available.
- more than three years ago:
 - for mechanical parts *we'll* only use genuine new or genuine reconditioned parts;
 - for other parts *we'll* use genuine new parts, unless they are not reasonably available. If they're not available, *we'll* use genuine used parts.

Regardless of *your car's* age, *we* may use quality non-genuine parts for windscreen, sunroof, window glass, radiator or air conditioning repairs or replacements. When *we* use non-genuine parts they will:

- be consistent with the age and condition of *your car*;
- not affect the safety or structural integrity of *your car*; and
- comply with applicable Australian Design Rules.

If a certain part isn't readily available, *we'll* pay *you* the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time *we* settle the claim.

Our repair guarantee

We'll guarantee the quality of workmanship and materials used in repairs we authorise and manage, for as long as the owner of *your car* does not change.

This guarantee does not apply to damage due to lack of maintenance or wear and tear (such as faded or damaged paintwork caused by exposure to the elements).

If *you* have concerns about the repairs to *your car* you must:

- call *us* on **133 723**; and
- allow *us* to inspect *your car* and arrange any additional repairs that we agree with *you* are needed. We will not pay for any additional repairs we don't authorise.

If additional repairs are needed and it's not safe or economical to carry them out, *your car* will be assessed as a *total loss*. If this happens:

- while *your car* is still insured with *us*, we'll process *your* claim as set out in **Paying the agreed value or market value**; or
- after *your car* is no longer insured with *us*, we'll pay its *market value*, calculated at the time *your car* is assessed as a *total loss*.

Damaged car identification

We'll do *our* best to obtain replacements of damaged build, VIN or compliance plates or labels, from *your car's* manufacturer. If they're not available, we'll request a letter from the manufacturer confirming the identity of *your car* and the fact that the identifier was damaged.

We'll otherwise repair *your car* without replacing the damaged identification, unless the law says we must.

Claims

Paying the reasonable cost of repairs

In the following circumstances, *we'll* pay the reasonable cost of repairing *your car*:

- if *you* disagree with *our* assessment of required repairs or their cost;
- if parts needed for repairs are not readily available;
- if *we're* concerned about the pre-incident condition of *your car*;
- if *we're* concerned about the timing or conduct of repairs; or
- if *you've* added the Choice of Repairer option and *we* cannot agree with *you* or *your* chosen repairer, about the quote or the repair method for example.

To help determine the reasonable cost of repairs, *we* may organise a quote and scope of repairs from an alternative licensed repairer *we* both agree on. This may require *your car* to be moved. When *we* pay the reasonable cost of repairing *your car* or reasonable cost of replacing parts for *your car*, *you'll* need to pay the applicable excess and arrange the repairs to *your car*.

Determining if your car is a total loss

An *MVIRI Code-approved* assessor will assess *your car* as a *total loss* if it is:

- damaged and uneconomical to repair; or
- stolen and not found within 14 days of its theft being reported to police, and *your* claim is in order.

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

When *your car* has been assessed as a *total loss*:

- *we* are entitled to keep it;
- *your policy* comes to an end; and
- there is no premium refund as *you* have received the benefits under the *policy* and *we've* fulfilled *our* contract with *you*.

When the cover ends, *we'll* still pay for the following Standard Features if they apply to *your cover*, they are directly connected to the *total loss* and they continue to be relevant:

- Emergency accommodation and transport costs;
- Travel expenses.

Paying the agreed value or market value

If *your car* has been assessed as a *total loss*, and if the conditions in **Replacing your car with a new one** are not met, or *you* choose not to accept a new car, *we'll* pay the *agreed value* or *market value*, as shown on *your Certificate of Insurance*.

We'll deduct the following from *our* payment:

- any excesses that apply to *your* claim;
- any remaining premium instalments for the *period of insurance* in which the *incident* occurred; and
- the value of *your* damaged car only if *we* have agreed with *you* that *you* can keep it.

When *your car* is a *total loss*, and no one else has a financial interest in it, *we'll* pay its owner the settlement amount. If someone else has a financial interest in *your car*, *we'll* pay them what they're entitled to receive and pay the owner any balance up to the value of the claim. *We* will not pay any financier's late fees, interest or other administration fees. The owner will need to remove any registered security interest in *your car* after *we* settle *your* claim as a *total loss*.

Replacing your car with a new one

If *your car* has been assessed as a *total loss*, *we'll* replace it with a new car of the same make, model or series, when readily and locally available if *your car* meets these conditions:

- it was first registered less than three years before the *incident*;
- its owner acquired it new or as a demonstrator model;
- it has been driven less than 60,000km; and
- if it is financed, the financier agrees with *your car* being replaced.

If a new replacement car is not available, *we'll* replace *your car* with a new car that is of a similar make and model. The new car will have the same or equivalent factory-fitted and legal aftermarket accessories and modifications that *your car* had.

If *we* cannot agree on a replacement car or *you* choose not to accept it, *we'll* pay the *agreed value* or *market value*, as shown on *your Certificate of Insurance*.

When *we* replace *your car*, *we'll* also pay for its initial stamp duty and registration fees, but not compulsory third party insurance if this is sold separately where *your car* was last registered. *We* won't pay to purchase or transfer any extended warranty for the new car.

Claims

Replacing your car with a new one (continued)

Before we replace *your car*, you must pay us:

- any excesses that apply to *your* claim;
- any remaining premium instalments for the *period of insurance* in which the *incident* occurred; and
- the value of *your car* in its damaged state only if we have agreed with *you* that *you* can keep it.

Claim payments and GST

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

There may be other taxation implications affecting *you*, depending upon *your* own circumstances. *We* recommend *you* seek professional advice.

Unless *we* say otherwise, all amounts in *your policy* are inclusive of GST.

Claims administration, going to court, recovery action and legal liability claims

If *you* suffer loss or *damage* due to an *incident* for which someone else is responsible, *you* may have a legal right to recover some or all of the loss or *damage* from that person, including by taking legal action against them. When *we* pay a claim under *your policy*, *we* have the right to exercise *your* legal rights in *your* name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When *we* do any of these things in *your* name, it will be at *our* expense, however *you'll* need to give *us* reasonable assistance. This may include following *our* directions in relation to the conduct of any legal proceedings even after a claim has been paid. *You* must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without *our* permission.

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

You may also need to contribute to the associated costs if, to recover the loss for *you*, *we* need to take additional steps that *we* wouldn't otherwise need to take.

Claims administration, going to court, recovery action and legal liability claims (continued)

If we successfully recover more than we paid for *your* claim under *your policy*, we will first keep the amount we paid for *your* claim and the amounts we paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, we will pay *you* the remainder to compensate *you* for loss that was not insured. Finally, we will keep any remaining amounts.

If *you've* received a benefit under *your policy* that *you* were not entitled to, we reserve the right to recover from *you* the amount we have paid. If we decline a claim for fraud, we reserve the right to recover any amounts we pay to *you* under the *policy* as well as *our* reasonable administration, investigation and legal costs from anyone at fault in relation to the fraud.

When we cover *you* for a legal liability claim, we may:

- arrange for a lawyer to represent *you* or we may act on *your* behalf;
- attempt to settle the claim; and/or
- defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

Contribution and other insurance

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

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

Preventing our right of recovery

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

Claims

Other interests

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

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

Excesses

In most cases, you'll need to contribute an amount towards the cost of any claims that are accepted. Your contribution may be made up of one or more of the following excess types. The excess types and amounts that apply to your policy will be shown on your Certificate of Insurance.

'not-at-fault' has a special meaning. See **Definitions**.

For additional information about excesses and how they apply to your policy, read our Comprehensive Car Insurance Additional Information Guide at qbe.com/au or call us on **133 723** for a copy at no charge by us.

Basic excess

The basic excess applies to all claims unless:

- your claim is for a *not-at-fault* vehicle accident; or
- the *incident* you are claiming for is malicious damage, theft or attempted theft and you can provide us with the full name and address of the person responsible for the *incident*; or
- your claim is only under the Standard Feature **'No excess' windscreen repair** or the chosen option **'No Excess' Windscreen**.

If you are unable to provide us with the full name and address of the person responsible for the *incident*, we are unable to waive the excess. We need these details in order to be able to conduct a settlement or recovery.

Age excess	<p>An age excess applies when the driver of <i>your car</i> is under the age of 25 at the time of the <i>incident</i> and they cause or contribute to that <i>incident</i>. It applies in addition to the basic excess and any other applicable excess for the claim.</p> <p>An age excess does not apply to a learner driver.</p>
Additional policy excess	<p>An additional policy excess may apply to <i>your policy</i> as a result of the insurance history of <i>your car</i> or its driver. It applies in addition to the basic excess and any other applicable excess for the claim.</p> <p>An additional policy excess does not apply to a learner driver.</p>
Additional driver excess	<p>An additional driver excess may apply to <i>your policy</i> as a result of the driver's details, including their insurance history. It applies in addition to the basic excess and any other applicable excess for the claim when that driver causes or contributes to the <i>incident</i>.</p> <p>An additional driver excess does not apply to a learner driver.</p>

How we collect the excess

When an excess applies to *your claim*, we'll let *you* know when and how to pay the excess as this will depend on how *your claim* is settled. For example:

- if we repair *your car*, we'll normally ask *you* to pay the excess to the repairer before they start the work;
- in some instances, we'll ask *you* to pay *your excess* to *us* such as where a repairer or supplier is not able to accept an excess payment or *your car* is a *total loss* and we replace it with a new one;
- if we pay *you* the reasonable cost to repair *your car*, we will deduct the excess from the amount we pay *you*;
- if *your car* is a *total loss* and we pay *you* the *agreed or market value* for *your car*, we will deduct the excess from the amount we pay *you*.

We will not pay for any costs that result from a delay in paying an excess.



Paying, renewing and cancelling

Paying your premium

Your premium is the cost of *your policy*. It is the amount *we* set by taking into account things like the chance of *you* making a claim under *your policy*, the options *you've* chosen as well as other factors including *our* costs of doing business. *Your* premium also includes GST and other applicable government fees, duties and charges.

We'll let *you* know how much premium *you* need to pay *us*, how to pay it and when. *You* must pay *us your* premium on time to stay covered. For more information about how *we* set *your* premium, read *our* Comprehensive Car Insurance Additional Information Guide at qbe.com/au or call *us* for a copy at no charge by *us*.

We offer *you* several ways to pay *your* premium, including by direct debit which is explained below.

Paying by direct debit

You can choose to pay *your* premium annually or in instalments by direct debit.

If *you* choose to pay by direct debit, *you* authorise *us* to debit *your* nominated account for the agreed premium. If the scheduled debit date shown on *your Certificate of Insurance* is a NSW public holiday or bank holiday, *we'll* debit *your* account on the next business day. *We'll* give *you* at least 14 days' notice if *we* change the way the direct debit of *your policy* works.

You need to make sure *your* nominated account details are correct and up to date. This includes advising *us* of a change to the expiry date of a payment card or a change to the payment method.

Check with *your* financial institution whether *your* account allows direct debits.

If *your* nominated account details change *you* must tell *us* at least seven days before the next instalment is due to allow *us* to process the change in time.

You need to have enough funds in *your* nominated account to allow *our* scheduled debit. If *you* don't, *you'll* be responsible for any fee or interest charged by *your* financial institution. *You* can also choose to stop *your* direct debit by contacting *your* financial institution.

Important - what happens if your direct debit fails

If *you've* chosen to pay *your* premium **annually** by direct debit and we don't receive *your* payment on time, we may cancel *your policy* as permitted by law and refuse to pay a claim.

If *you've* chosen to pay *your* premium by direct debit **instalments** and an instalment remains unpaid for one month or more, we may cancel *your policy* and refuse to pay a claim.

Renewing your policy

If we invite *you* to renew *your policy*, we'll send *you* a renewal *Certificate of Insurance*.

If you pay your premium by direct debit

If *you* pay *your* premium by direct debit and we invite *you* to renew *your policy*, **we'll continue to debit *your* premium payments**, either annually or in instalments, whichever *you've* previously chosen.

If *you* don't want to renew, *you* must tell *us* at least seven days before *your policy's* end date so that we can arrange for the direct debit to stop in time.

Adjustment of premium on renewal

If *you* make any changes to *your policy* after we send *you* our renewal invitation, and we have agreed to continue to insure *you*, we'll send *you* an updated renewal invitation. *You'll* need to pay *us* any additional premium to ensure *your* cover is not affected.

A claim on your policy may affect your renewal premium

If we send *you* a renewal invitation and the premium doesn't take into account a claim on *your policy*, *you* agree to pay *us* any additional premium we would have charged if we had known about that claim.

If *you* tell *us* about the claim before *your* renewal takes effect and we agree to continue to insure *you*, we may apply specific conditions to *your policy* (including applying an additional policy excess) and/or recalculate *your* renewal premium and send *you* an updated renewal invitation.

If *you* have a claim, contact *us* as soon as *you* can after the *incident* - see **What to do after an incident**. To avoid *your* claim being delayed, reduced or refused *you* must not unnecessarily delay notifying *us* of the *incident* - see **What you must not do after an incident**. If *you* were in difficult circumstances that prevented *you* from telling *us* about the claim, let *us* know.

Continued next page...

Paying, renewing and cancelling

Adjustment of premium on renewal (continued)

If *your policy* has already renewed, we may ask *you* for an additional premium. If *you're* paying in instalments, any remaining instalments will be adjusted to reflect the additional premium. If *you've* already paid *your* renewal premium in full, *you'll* need to pay *us* any additional premium to ensure *your* cover is not affected. If *you* don't pay the additional premium by the due date then we may:

- deduct the outstanding premium amount from a claim payment; or
- cancel *your policy* (see **Cancelling your policy**).

If it was reasonable in the circumstances for *you* to be unaware that *you* had a claim until after we issued *your* renewal invitation, we will not ask *you* to pay the additional premium for that renewal period however the claim may affect *your* future renewal premiums and/or future *policy* conditions (including the application of an additional policy excess).

Please note we may have other rights under this *policy* or as permitted by law, depending on the circumstances.

Cancelling your policy

You can cancel *your policy* at any time by telling *us*.

We can cancel *your policy* as permitted by law, for example if *you* do not pay *us* *your* premium or if *you* told *us* something that *you* knew to be incorrect or untrue during *your* application for cover.

If *you've* paid *your* premium in advance and *your policy* is cancelled, *we'll* refund *you* the proportion of the premium for the remaining *period of insurance*, less any non-refundable government fees, duties or charges. But see **Cooling-off period** where *you* may be entitled to a full refund.

If *you* make a fraudulent claim on *your policy*, we can cancel it.

We can also cancel *your policy* if *your* circumstances change and no longer fall within *our* underwriting rules. See **Tell us when these things change**.



Definitions

Term	Definition
Agreed value	<p>The amount <i>you</i> and QBE agree to insure <i>your car</i> for during the <i>period of insurance</i> shown on <i>your Certificate of Insurance</i>.</p> <p><i>We will update this amount at each renewal in line with changes to the market value of your car. It's important you check this value at each renewal to ensure it's appropriate for your needs.</i></p>
Business use	<p>If shown on <i>your Certificate of Insurance</i>, it means <i>your car</i> is used for the stated occupation, profession or business. <i>Business use</i> also includes the use of <i>your car</i> for personal purposes. <i>Business use</i> does not mean using <i>your car</i> for paid <i>ridesharing</i>.</p>
Car sharing	<p>A formal or informal arrangement made through a Car Sharing booking platform or service by which two parties or more, share the use of a vehicle that is owned by either party or a third party, regardless of whether payment is exchanged or not.</p> <p>Car sharing does not mean car pooling.</p>
Certificate of Insurance	<p>The most recent <i>Certificate of Insurance</i> we have sent <i>you</i>. It shows the information that forms the basis on which <i>we've</i> agreed to insure <i>you</i>, including information about <i>you</i>, <i>your car</i> and its drivers. <i>You'll</i> receive a new <i>Certificate of Insurance</i> when <i>you</i> buy, renew or make a relevant change to <i>your policy</i>.</p>
Incident	<p>An event or series of related events which results in a claim on <i>your policy</i>.</p>
Insured	<p>See definition of <i>You, your, insured</i>.</p>
Market value	<p>The value of <i>your car</i> in <i>your</i> local area immediately before the <i>incident</i>. To determine this value <i>we</i> may use recognised industry guides and consider things like the make, model, age, kilometres travelled, both factory-fitted and legal after-market modifications and accessories, and the general condition of <i>your car</i>.</p>

[Continued next page...](#)

Definitions

Term	Definition
MVIRI Code-approved assessor	<p>An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.</p> <p>To assess whether <i>your car</i> is a <i>total loss</i>, we will only appoint a <i>MVIRI Code-approved assessor</i>.</p>
Not-at-fault	<p>When the driver of <i>your car</i> did not cause or contribute to the <i>incident</i> claimed and <i>you</i> are able to provide <i>us</i>, where reasonably possible, with the full name and address of each responsible person, and if they were using a vehicle, each vehicle's registration number.</p>
Period of insurance	<p>The time between the start date and end date shown on <i>your Certificate of Insurance</i> during which we have agreed to provide cover. If <i>your policy</i> is cancelled, or <i>your car</i> is a <i>total loss</i> and we make a <i>total loss</i> payment or replace <i>your car</i> under <i>your policy</i>, the <i>period of insurance</i> ends.</p>
Policy	<p><i>Your</i> QBE Comprehensive Car Insurance <i>policy</i>, once <i>you</i> have paid or agreed to pay <i>us</i> <i>your</i> premium. It is made up of this PDS, any SPDS we send <i>you</i> and <i>your Certificate of Insurance</i>.</p>
Private use	<p>If shown on <i>your Certificate of Insurance</i>, it means <i>your car</i> is used for personal purposes, including driving to and from work. <i>Private use</i> does not include <i>business use</i> or <i>ridesharing</i>.</p>
Ridesharing	<p>If shown on <i>your Certificate of Insurance</i>, it means <i>your car</i> is used solely or partially to transport people for a fee, such as through a rideshare company's booking app. <i>Ridesharing</i> also includes the use of <i>your car</i> for personal purposes. <i>Ridesharing</i> does not mean using <i>your car</i> as a taxi or for car-pooling without payment.</p>
Suitable hire car	<p>A hire car that takes into account:</p> <ul style="list-style-type: none">• the type and size of the damaged car;• the ordinary daily uses of the damaged car;• whether any additional safety devices were part of the damaged car, such as child seats or disability-related modifications.

Term	Definition
Terrorism	<p>Any act, or preparation in respect of action, or threat of action designed to influence any government of any nation or any political division of it, 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 whether acting alone or on behalf of or in connection with any organisation or government, and which:</p> <ul style="list-style-type: none"> • involves violence against one or more persons; or • involves damage to property; or • endangers life other than that of the person committing the action; or • creates a risk to health or safety of the public or a section of the public; or • is designed to interfere with or to disrupt an electronic system.
Total loss	See Determining if your car is a total loss for what this means.
Trailer	A <i>trailer</i> owned by <i>you</i> or in the control of a driver of <i>your car</i> , for example a boat <i>trailer</i> .
We, our, us, QBE	QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545, BECS authority no. 481326.
You, your, insured	The persons or entities named as <i>Insured(s)</i> on <i>your Certificate of Insurance</i> , except in the sections of <i>your policy</i> where we say otherwise.
Your car	The car shown on <i>your Certificate of Insurance</i> . It includes both factory-fitted and legal after-market modifications and accessories.



Privacy, complaints and other important information

Privacy

We take the security of *your* personal information seriously.

We will collect personal information directly from *you* when *you* deal with *us*, or sometimes through *our* agents, other companies in the QBE group or suppliers acting on *our* behalf. We will only ever collect the personal information we need in order to provide *our* services to *you*, such as issuing and administering *our* products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose *your* personal information overseas. When we do this, we ensure *your* information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. *You* can find it at **qbe.com/au/about/governance/privacy-policy**

If *you* would like to access or correct *your* personal information please contact *us* at **customer@qbe.com** or on **1300 650 503**.

Complaints

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

Step 1 – Talk to us

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

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

For additional assistance in lodging a complaint, please refer to **qbe.com/au**

Step 2 – Customer Relations

If *your* complaint isn't resolved by the team looking after *your policy* or claim, *you* can ask them to refer *your* complaint on to *our* Customer Relations team. A Dispute Resolution Specialist will review *your* complaint independently and provide *you* with *our* final decision.

You can also contact the Customer Relations team directly:

Phone: 1300 650 503
Fax: (02) 8227 8594
Email: complaints@qbe.com
Post: GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

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

Phone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3, Melbourne VIC 3001

AFCA will inform *you* if *your* complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit **afca.org.au**

Privacy, complaints and other important information

More information

You can find more information about how we deal with complaints on *our* website at **qbe.com/au** or *you* can call *us* on **133 723** to speak with *us* or request a copy of *our* complaints brochure at no charge by *us*.

Complaints about your direct debits

If *you* pay for *your policy* by direct debit and have a concern about *your* deductions, please talk to the team looking after *your policy*, or contact *your* financial institution in the first instance. If your concern isn't resolved, *you* can follow *our* complaints process.

Complaints just about privacy

If *you're* not happy with how *we've* handled *your* personal information, call *us* on **1300 650 503** or email *us* at **customercare@qbe.com**. If *you're* not satisfied with *our* response, *you* can contact the Office of the Australian Information Commissioner (OAIC):

Phone: 1300 363 992

Email: enquiries@oaic.gov.au

Post: GPO Box 5218, Sydney NSW 2001

General Insurance Code of Practice

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

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit **insurancecode.org.au**

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

Financial Claims Scheme

This *policy* is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. *You* may be entitled to access the FCS if *you* meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority on **1300 558 849** or go to **apra.gov.au/financial-claims-scheme-general-insurers**

This page has been left blank intentionally.

This page has been left blank intentionally.

This page has been left blank intentionally.

Need help or need to make a claim?



133 723



enquiries@qbe.com



qbe.com/au



PO Box 454, Parramatta NSW 2124