

CommInsure Car Insurance

Product Disclosure Statement (PDS)

Dated: 6 September 2007



CommInsure



This Product Disclosure Statement (PDS) is an important document. If you have difficulty reading or understanding English, please use an interpreter to explain it to you before entering into a policy with us.

Questa Dichiarazione di Rivelazione del Prodotto (Product Disclosure Statement -PDS) è un documento importante. Se avete delle difficoltà a leggere o capire l'inglese, siete pregati di rivolgervi a un interprete che possa spiegarvela prima di sottoscrivere una polizza con noi.

Esta Declaración de Divulgación del Producto [Product Disclosure Statement (PDS)] es un documento importante. Si tiene dificultad para leer o comprender el idioma inglés, utilice los servicios de un intérprete para que le explique la información antes de firmar una de nuestras pólizas.

本產品披露聲明(PDS)是一份重要文件。您閱讀或理解英文如有困難，請在與我們簽訂保單前使用傳譯員為您解釋。

本产品披露声明(PDS)是一份重要文件。您阅读或理解英文如有困难，请在与我们签订保单前使用传译员为您解答。

إن بيان كشف المنتج (PDS) هذا هو وثيقة هامة. إذا كنت تجد صعوبة في قراءة أو فهم اللغة الإنجليزية، برجاء الاستعانة بمترجم شفهي ليشرح هذه الوثيقة لك قبل أن تدخل في عقد تأمين معنا.

Αυτή η Δήλωση Κοινοποίησης Προϊόντων (PDS) είναι ένα σημαντικό έγγραφο. Εάν δυσκολεύεστε να διαβάσετε ή να γράψετε Αγγλικά, παρακαλώ χρησιμοποιήστε ένα διερμηνέα να σας το εξηγήσει προτού συνάψετε συμφωνία με μας.

Bản Kế Khai Sản Phẩm này là một văn kiện quan trọng. Nếu quý vị gặp khó khăn trong việc đọc hoặc hiểu tiếng Anh, xin sử dụng thông dịch viên để giải thích Bản Kế Khai Sản Phẩm này cho quý vị trước khi quý vị tham gia vào một chính sách với chúng tôi.

Important information

This information is provided by Commlnsure, a registered business name of Commonwealth Insurance Limited ABN 96 067 524 216 AFSL 235030 (CIL). CIL is a wholly owned subsidiary of Commonwealth Bank of Australia ABN 48 123 123 124 and is the insurer for this policy. Commonwealth Bank of Australia and its related entities are jointly referred to in this PDS as the Commonwealth Bank Group.

The Commonwealth Bank Group (other than CIL) does not guarantee the obligations or performance of CIL or the products CIL offers. In this PDS where we refer to 'Commlnsure', 'us', 'we' and 'our' we mean CIL.

The information provided in this PDS has been provided only in accordance with Australian laws and may not satisfy the laws of other countries. The products and services described in this PDS are not available in countries or to residents of countries where it is unlawful to provide the information included in this PDS or where it is unlawful to offer the products or services. All references to monetary amounts in the PDS are references to Australian dollars.

The information in this PDS will help you to:

- decide whether this policy will meet your needs, and
- compare this policy with other policies you may be considering.

The information in this PDS does not take into account your individual objectives, financial situation or needs. You should consider the appropriateness of this information to your circumstances before making any decision about this policy.

You can contact us by:

- calling our Customer Service Centre on 13 24 23
- visiting our web site at commlnsure.com.au
- writing to us at PO Box 315, Silverwater NSW 2128
- faxing our Customer Service Centre on 1300 901 218, or
- emailing us at contactus@commlnsure.com.au.

CommInsure Car Insurance

Supplementary Product Disclosure Statement (SPDS)

Preparation date: 1 November 2011

This Supplementary Product Disclosure Statement (SPDS) supplements the information contained in the CommInsure Car Insurance Product Disclosure Statement (PDS) dated 6 September 2007. This SPDS is effective for CommInsure Car Insurance policies sold or renewed from 1 November 2011.

Please read this SPDS together with the PDS and your Certificate of Insurance. These documents should be kept together as they make up your Car Insurance policy with us.

Additional copies of the PDS and SPDS are available at **comminsure.com.au** or by calling **13 24 23**.



Amendments to the PDS (including your Policy Document)

1. This SPDS replaces the previous SPDS dated 18 December 2009.
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2. *The following point is added to **Page 10** as a new heading to follow the existing paragraphs entitled “**General Insurance Code of Practice**”:*

Financial Claims Scheme

This policy is a protected policy under the Financial Claims Scheme (FCS). The FCS protects certain policyholders and claimants in the event of an insurer becoming insolvent. In the unlikely event of us becoming insolvent you may be entitled to access the FCS, provided you satisfy the eligibility criteria. More information about the FCS and eligibility criteria is available from APRA by visiting www.apra.gov.au or calling **1300 131 060**.

3. ***Page 13 – ‘Step 3:’ under “Complaints and dispute resolution processes” is replaced with:***

Step 3: If you are dissatisfied with the decision from our internal dispute resolution process, please let us know. Alternatively you can contact the Financial Ombudsman Service Limited (FOS) – you will need to make contact with them within two years of receiving our final decision. You can contact the FOS by calling **1300 780 808** for the cost of a local call or by writing to:

Financial Ombudsman Service Limited (FOS)
GPO Box 3
Melbourne VIC 3001

You can also fax the FOS on 03 9613 6399 or visit the website www.fos.org.au

4. ***Page 18 – under “Part 3: Meanings of words and phrases we use frequently” the meaning of **Market value** is replaced with:***

Market value means the amount it will cost to replace your vehicle taking into account the age, make, model and the condition of your vehicle immediately prior to the loss or damage.

Market value includes:

- Goods and Services Tax (GST)
- Cost of registration of the replacement vehicle
- Compulsory Third Party (CTP) insurance.

Market value does not include:

- allowance for dealer profit
 - warranty costs
 - amount of stamp duty that would be levied on purchase of a replacement vehicle
 - transfer fees.
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5. Page 22 – “Part 4: What the policy doesn’t cover – general exclusions”, point 20 is replaced with:

20. Loss, damage or liability arising as a result of faulty repairs to your vehicle, unless we have authorised the repairs.

6. Page 29 – “5.2.4 Towing and storage costs” is replaced with:

5.2.4 Towing and storage costs

This applies to Comprehensive Cover and Third Party Property Damage, Fire and Theft Cover.

What we cover

If your vehicle is damaged as a result of an insured event in the period of insurance causing your vehicle to be unroadworthy or unsafe to drive, and we have accepted a claim for damage to your vehicle, we will pay the reasonable cost of removing and towing your vehicle to and storing your vehicle at:

- our chosen repairer, or
 - any other place to which we agree.
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7. Page 30 – “5.2.7 Personal effects and clothing” is replaced with:

5.2.7 Personal effects and clothing

This applies to Comprehensive Cover.

What we cover

If we accept your claim under accidental collision or impact damage (see page 23, section 5.1.1) or theft or attempted

theft (see page 23, section 5.1.3) you are insured for loss of or damage to your and your family's personal effects and clothing which are:

- damaged in a collision involving your vehicle
- stolen from your locked vehicle with evidence of forced entry, or
- stolen at the same time as your vehicle.

We will choose between repairing or replacing the property, or paying you its value in cash after allowing for wear, tear and depreciation.

If we agree to pay a claim under this cover, the most we will pay in respect of any one event is \$500.

What we don't cover

We will not cover:

- mobile phones
- computers (including laptops)
- cash, credit/debit cards or negotiable instruments
- tools of trade or items used for business purposes
- baby capsules and child seats (standard cover applies – see page 32, **5.2.11 Baby capsule/s and child seat/s**).

8. Page 35 – “5.3.4 Restricted drivers” is replaced with:

5.3.4 Restricted drivers

You will not be covered for any loss of or damage to your vehicle whilst it is being driven by a person who is under 30 years of age.

However, we will provide cover if your vehicle is being driven by, or in the control of, a person under 30 years of age:

- in the course of a mechanical service
- paid by you to repair or test your vehicle
- in the course of providing a valet parking service
- who is an attendant at a car park, or
- who is subsequently convicted of theft or illegal use of your vehicle.

This option is not available in the following circumstances:

- for certain vehicle types (for example, certain high-performance vehicles), or
- if you have any declared drivers under 30 years of age on your policy.

A reduced premium applies if this option is selected.

9. **Page 38** – Under “**6.4.1 Excesses that may apply when you make a claim**”, the text following the sub-heading ‘*Inexperienced driver excess*’ is replaced with:

Inexperienced driver excess

If you have not selected the Restricted Driver option or this option is not available (see **5.3.4 Restricted drivers**, item 8. in this SPDS):

- this excess applies when the incident you are claiming for occurred while your vehicle was being driven by a person who is 25 years old or older and who has not held an Australian driver’s licence for at least two consecutive years. This excess, stated on your Certificate of Insurance, is in addition to the basic excess and any voluntary additional basic excess or applicable imposed excess.

If you have selected the Restricted Driver option (see **5.3.4 Restricted drivers**, item 8. in this SPDS):

- this excess applies when the incident you are claiming for occurred while your vehicle was being driven by a person who is 30 years or older and who has not held an Australian driver’s licence for at least two consecutive years. This excess, stated on your Certificate of Insurance, is in addition to the basic excess and any voluntary additional basic excess or applicable imposed excess.
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10. *The following point is added to Page 38 – “6.4.1 Excesses that may apply when you make a claim” after the description of Inexperienced driver excess:*

Imposed excess

An imposed excess is imposed by us. The amount of any imposed excess will be stated on your Certificate of Insurance. Any imposed excess is in addition to the basic excess and any applicable age, inexperienced driver or voluntary additional basic excess.

There are two types of imposed excess:

Imposed driver excess

An imposed driver excess applies to a specific declared driver because of that driver’s insurance, incident or driving history. An imposed driver excess applies when the incident you are claiming for occurred while the vehicle was being driven by the driver to whom the imposed driver excess applies.

Imposed vehicle excess

An imposed vehicle excess applies because of the type of vehicle being insured. An imposed vehicle excess applies to all claims made under the policy in relation to this vehicle.

11. *Page 40 – “6.4.5 Authorised repairs” is replaced with:*

Authorised repairs

If you lodge a claim with us and we agree to repair your vehicle, we will choose the repairer.

We will nominate one of our recommended repairers to provide us with a quote for the repairs. You can however nominate your own repairer. If you nominate your own repairer, you will need to provide us with a quote from that repairer. We will then consider the quote for matters such as completeness, correct method of repair and competitiveness.

We may need to inspect your vehicle prior to authorising repairs, in which case we will advise you of where you need to take your vehicle for inspection.

You must not authorise the repair of your vehicle without our written authority. If you do, we may refuse to pay for those repairs or require you to contribute to the costs of repair of your vehicle. This does not apply to section **5.2.6 Emergency repairs** (see page 30).

We will decide whether to:

- authorise the repairs to your vehicle to be undertaken by our recommended repairer; or
- authorise the repairs to your vehicle to be undertaken by your nominated repairer.

We only accept responsibility for any repairs authorised by us – see item 12. in this SPDS, **6.4.5.1 Repair guarantee**.

Alternatively we may at our discretion pay you the reasonable costs, as determined by us, for you to repair your vehicle.

12. *The following point is added to **Page 40** following the section **“6.4.5 Authorised repairs”***

6.4.5.1 Repair guarantee

We guarantee the quality of workmanship and materials used in repairs authorised by us for as long as you own the vehicle.

The following heading is added to page 2

“Contents” – 40 6.4.5.1 Repair guarantee

13. *The following point is added at the end of **Page 42** – **“Part 6: Making a claim”***

6.5 Your contribution

If any repairs to your vehicle leave it in a better condition than it was before the incident, we may ask you to contribute to the repair cost to the extent of the betterment.

The following heading is added to page 2

“Contents” – 42 6.5 Your contribution

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About your Car Insurance policy

Our goal at Commlnsure is to provide you with the peace of mind and financial protection which is so important if you are unfortunate enough to suffer loss of or damage to your vehicle.

This document is a combined Policy Document and Product Disclosure Statement (PDS) which, depending on the circumstances, we will refer to as either the PDS or the policy. It is an important legal document. It provides details of the cover provided under this policy along with any costs, fees and charges that may apply.

If you decide to take out Commlnsure Car Insurance, the cover you choose and any policy options selected, together with any notices and special conditions we apply to the policy, will be detailed on your Certificate of Insurance. Together with this PDS (and any supplementary PDS issued) they set out the terms and conditions of your Car Insurance policy.

Cooling-off period

If you haven't made a claim, you can cancel your policy within the 14 day cooling-off period and we will refund your total amount payable less any non-refundable government charges.

The 14 day cooling-off period starts on whichever is the earlier of the following dates:

- when you receive your Certificate of Insurance, or
- the end of the fifth business day after the date the policy was issued.

If you decide to cancel your policy, other than during the 14 day cooling-off period, we may charge you an administration fee of \$20.

See page 15, section 2.2 'Cancellation of your policy – by you' for further information about cancelling your policy.

Costs, fees and charges

The total amount payable for your policy is made up of the insurance premium we charge and any mandatory government charges.

About your Car Insurance policy

The insurance premium we charge you will depend on the type of cover and the policy option/s you choose to take out. See page 4 'Insurance premium calculation' for further information.

The mandatory government charges include amounts for stamp duty and Goods and Services Tax (GST). The charges will also include a Fire Services Levy if applicable. These will be included in the 'Total Amount Payable' shown on your Certificate of Insurance.

We will tell you the total amount payable you owe at the time of taking out the policy and this will be confirmed in your Certificate of Insurance.

The total amount payable for your policy may change if you advise us of changes to your cover. For example, if you have modified your vehicle or you change the place where your vehicle is normally kept overnight. Please see page 17, section 2.6 'Changes to your insurance details' for further details.

Insurance premium calculation

We have listed below some of the factors that we take into consideration when determining your insurance premium:

- year of manufacture of your vehicle
- make, model, series of your vehicle
- value of your vehicle, including the value of non-standard modifications and accessories
- the sum insured you have selected ('Agreed value' or 'Market value')
- age and gender of the declared drivers
- place where your vehicle is normally kept overnight
- whether any financial arrangement affects your vehicle
- vehicle usage ('private' or 'business')
- policy options you have selected, and
- whether you have elected to pay a higher excess.

Please also refer to the 'Discounts' section adjacent.

Discounts

The following discounts may apply to the premium payable for your policy:

- **No Claim Discount**

This discount will continue to increase each year to a maximum of 70% (Rating A1) provided you do not have a claim which results in your entitlement being reduced. Refer to page 38, section 6.4.3 'How claims lodged will affect your No Claim Discount'. We may ask you for evidence of your current No Claim Discount.

- **Voluntary additional basic excess**

If you choose to pay an excess in addition to the basic excess, you will receive a discount off your premium. The higher your voluntary excess, the larger the discount.

- **Restricted driver**

If you select the restricted driver option to apply to your policy it will result in a reduction of your premium.

Discounts apply to the base premium before government charges are applied. Any discounts that apply will be included in the 'Total Amount Payable' shown on your Certificate of Insurance.

Payment method

You can choose to pay your total amount payable by one of the following methods:

- direct debit from a nominated financial institution account – monthly or annually
- credit card direct debit – monthly or annually
- cash or cheque – in person at any Commonwealth Bank branch, and
- BPAY* – by telephone or Internet banking.

We do not charge you a fee for paying your total amount payable by direct debit (however, your financial institution may impose charges).

* Registered to BPAY Pty Ltd ABN 69 079 137 518.

About your Car Insurance policy

Excess

An excess is the amount you must contribute when a claim is accepted under your policy. There are various types of excesses which may apply. The types and amounts of excess will be stated on your Certificate of Insurance. Where applicable we will deduct the excess from your claim reimbursement. Please refer to pages 37 to 42, section 6.4 'What happens after you make a claim' for details of when an excess may apply.

If you need to contact us

You can contact our Customer Service Centre on **13 24 23** between 8 am and 8 pm (Sydney time), 7 days a week.

Changes to the PDS

The information in this PDS is up to date as at the date stated on the cover but is subject to change from time to time. Where a change is materially adverse, we will notify existing policyholders in writing. We may also issue a new PDS or supplementary PDS for new policyholders. Where a change of information is not materially adverse information, we will not notify existing policyholders or issue a new PDS or supplementary PDS for new policyholders. However, you will be able to find the information about any change by calling **13 24 23** between 8 am and 8 pm (Sydney time), 7 days a week. You can also find the changes on our web site at **comminsure.com.au**. If you ask us to, we will send you (without charge) a paper copy of the information.



Cover available

For your convenience, there are three types of cover available to suit your various car insurance needs. They are:

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

You have a choice based on the level of cover you desire.

Cover highlights

We have summarised some of the insured events, benefits and features provided by the three types of cover available in the table below. The table has been prepared as a quick reference guide only. The insured events, benefits and features are subject to the terms and conditions of the policy, including various exclusions. For full details about the policy coverage and options available, see pages 22 to 35 of this PDS or call **13 24 23** from 8am to 8pm (Sydney time), 7 days a week.

What you are insured for – insured events and benefits

	Comprehensive	Third Party Property Damage, Fire and Theft	Third Party Property Damage	Page No.
Loss of or damage to your vehicle caused by:				
• Collision or impact	✓	✗	✗	23
• Fire	✓	✓	✗	23
• Theft or attempted theft	✓	✓	✗	23
• Storm, hail or flood	✓	✗	✗	23
• Vandalism or malicious act	✓	✗	✗	24
Theft of keys	✓	✗	✗	24
• Up to \$1,000				

Cover available

	Comprehensive	Third Party Property Damage, Fire and Theft	Third Party Property Damage	Page No.
Liability for damage to other people's property caused by your vehicle • Up to \$20 million	✓	✓	✓	24
Additional cover				
Replacement of a new vehicle after a total loss	✓	✗	✗	26
Liability for damage to other people's property caused by a substitute vehicle	✓	✓	✓	26
Hire car following theft • Up to \$75 per day and \$1,050 in total • Maximum of 14 days	✓	✗	✗	28
Towing and storage costs	✓	✓	✗	29
Loss of or damage to a trailer or caravan • Up to the lesser of \$1,000 or market value	✓	✗	✗	29
Emergency repairs • Up to \$500	✓	✗	✗	30

	Comprehensive	Third Party Property Damage, Fire and Theft	Third Party Property Damage	Page No.
Loss of or damage to personal effects and clothing • Up to \$500	✓	✗	✗	30
Transportation costs • Up to \$400	✓	✗	✗	31
Emergency accommodation costs • Up to \$400	✓	✗	✗	31
Accidental death • Up to \$5,000	✓	✗	✗	31
Loss of or damage to baby capsules and child seats • Up to \$400	✓	✗	✗	32
Uninsured motorist extension • Up to \$4,000	N/A	✓	✓	32
Temporary cover for replacement vehicle • Maximum of 14 days	✓	✓	✓	33

Insurance practice

General Insurance Code of Practice

CommInsure supports the General Insurance Code of Practice of 2005 (the Code) developed by the Insurance Council of Australia. The Code aims to promote better, more informed relations between insurers and their customers, and commit insurers and the professionals they rely upon to higher standards of customer service.

A focus of the Code is to establish minimum standards for the handling of claims. In most circumstances, these standards include:

1. within ten business days of receiving a claim, make a decision on the claim or whether further information is required:
 - advise the detailed information required to make a decision on the claim
 - appoint a loss adjuster if necessary, and
 - provide an initial estimate of the time required to make a decision on the claim
2. updates on progress of the claim to be provided at least every 20 business days
3. when all necessary information has been provided, a decision will be made whether to accept or deny the claim and the customer is to be notified of the decision within ten business days, and
4. if the time frames mentioned above are not practical then reasonable alternative times are to be agreed with the customer.

We have an obligation under the Code to monitor how we are meeting these standards. To find out more about the Code go to the CommInsure web site comminsure.com.au.

Privacy policy

We collect personal information (including the full names, addresses and contact details, of you and all other drivers included on your policy) so that we may administer our customer relationships and provide you with the products and services you request, as well as enabling members of the Commonwealth Bank Group to provide you with information on their products and services. If we have your email or mobile phone details, members of the Commonwealth Bank Group

may provide information to you on their products and services electronically. Please note that this may include contact by Short Messaging System (SMS). The law can also require the Commonwealth Bank Group to collect personal information.

Where it is necessary to do so, we also collect information on individuals such as company directors and officers (where the company is a policyholder) as well as policyholders' agents and persons dealing with us on a 'one-off' basis.

We may take steps to verify the information we collect, for example, a birth certificate provided as identification may be verified with records held by the Registry of Births, Deaths and Marriages to protect against impersonation.

If you provide us with incomplete or inaccurate information, we may not be able to provide you with the products or services you are seeking or we may reduce or refuse to pay a claim or cancel your policy (see page 15, section 2.3). Your personal information may be accessed by the Commonwealth Bank Group staff in other countries if that becomes necessary for transactional reasons or to enhance our relationship with you.

We are permitted by the Privacy Act to disclose personal information to other members of the Commonwealth Bank Group. This enables the Group to have an integrated view of its customers.

We may communicate personal information to:

- brokers and agents who refer your business to us
- any person acting on your behalf, including your financial adviser, solicitor or accountant, executor, administrator, trustee, guardian or attorney
- insurance reference agencies, other insurers, a lender if your insurance policy relates to credit provided by that lender, claims assessors, investigators, motor vehicle repairers and suppliers from whom we order goods on your behalf, and
- organisations, including overseas organisations, to whom we outsource certain functions.

Insurance practice

In all circumstances where our contractors, agents and outsourced service providers become aware of personal information, confidentiality arrangements apply. Personal information may only be used by our agents, contractors and outsourced service providers for our purposes.

We may be allowed or obliged to disclose information by law, for example, under court orders or statutory notices pursuant to taxation or social security laws.

You may (subject to permitted exceptions) access your personal information by contacting:

Customer Relations Department
Commonwealth Bank Group
GPO Box 41
Sydney NSW 2001
Telephone **1800 805 605**
Facsimile **1800 028 542**

We may charge you for providing access.

We may change our privacy and information handling practices from time to time. For further information on our privacy and information handling practices, please refer to the Commonwealth Bank Group Privacy Policy Statement, which is available through commbank.com.au or upon request from any Commonwealth Bank branch.



Complaints and dispute resolution processes

We are committed to providing you with the right service. That includes doing all we can to promptly resolve any problems you may have in doing business with us.

If we fail to satisfy you:

Step 1: Please call our Customer Service Centre on **13 24 23** from 8 am to 8 pm (Sydney time), 7 days a week about general policy matters or if you have a problem with a claim.

If we are unable to satisfy you, our internal procedures will ensure that your complaint is referred to an appropriate person and receives prompt attention.

Step 2: If you remain dissatisfied, Commlnsure has its own internal dispute resolution process. You can access it either by calling Customer Relations on **1800 805 605** or by writing to:

Customer Relations Department
Commonwealth Bank Group
GPO Box 41
Sydney NSW 2001
Telephone **1800 805 605**
Facsimile **1800 028 542**

Customer Relations has the authority to act independently in dealing with your problem and to respond to your request for a resolution. Investigations are normally completed within 15 business days. If, after investigation we are unable to resolve your problem, we will write to you and provide you with the reasons for our decision.

Step 3: If you are dissatisfied with the decision from our internal dispute resolution process, please let us know. Alternatively you can contact the Financial Ombudsman Service Limited (FOS) – you will need to make contact with them within three months of receiving our final decision.

You can contact the FOS by calling **1300 780 808** for the cost of a local call or by writing to:

Financial Ombudsman Service Limited (FOS)
GPO Box 3
Melbourne VIC 3001

You can also fax the FOS on 03 9613 6399 or visit the web site **www.fos.org.au**.

Your policy

Some of the words and phrases we use frequently in this PDS and the policy have special meanings. Their meanings are explained in 'Part 3: Meanings of words and phrases we use frequently' on pages 17 to 19.

Part 1: Your Car Insurance policy

Your Car Insurance policy is a legal contract between you and us, which starts at the beginning of the period of insurance shown on the Certificate of Insurance. You must pay the amount payable for your policy, or any part of it, when it is due.

The information you provide to us forms the basis on which the policy is made.

We agree to insure your vehicle on the terms and conditions of the policy during the period of insurance and for the sum insured shown on your Certificate of Insurance which applies at the time loss or damage occurs.

The policy is made up of:

- your Certificate of Insurance
- any special conditions we advise you of, and
- this PDS, including any supplementary PDS we issue.

Part 2: Important: Your duty of disclosure and general policy conditions

1.0 Your duty of disclosure

You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth) that requires you to provide us with certain information.

1.1 What you must tell us

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you and which a reasonable person in the circumstances would include in an answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy and on what terms.

1.2 Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else who you want to be covered by the policy.

1.3 If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having existed.

2.0 General policy conditions

2.1 Refer all claims to us

You must not admit liability for, settle, or abandon any claim without our prior consent or agreement. If you do, your insurance claim may not be paid under this policy.

The process for making a claim is set out in greater detail in 'Part 6: Making a claim' on page 36.

2.2 Cancellation of your policy – by you

You can cancel your policy at any other time by contacting us. The cancellation will take effect when we receive your notification.

If you cancel your policy after the cooling-off period, we will refund any unused portion of the premium to you, less any non-refundable government charges. We may apply an administration fee of \$20. You agree that if the amount to be refunded by us is \$5 or less, we will not issue a refund. We agree that if you owe CommInsure an amount of \$5 or less, you will not be required to pay this amount.

2.3 Cancellation of your policy – by us

We may cancel your policy at any time in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

Valid reasons for cancellation include where:

- you fail to comply with your duty of utmost good faith
- you fail to comply with your duty of disclosure or made a misrepresentation to us before the policy was entered into
- you fail to comply with a provision under the policy (including payment of premiums)
- you make a fraudulent claim under any insurance contract, including this policy, that provides cover during the period of insurance, or
- other circumstances exist, as permitted by law.

Your policy

If we decide to take this course of action, we will give you written notice, either delivered personally or mailed to the last address you provided to us.

Cancellation will take effect on a date that is the later of:

- the date specified in the notice, or
- the date that is five business days after you would be expected to receive the notice in the ordinary course of delivery.

Where the policy is cancelled by us (other than following a total loss claim, or because you have been fraudulent) and you have paid your premium in full, we will refund any unused portion of the premium to you.

2.4 Do you pay your annual premium by monthly instalments?

If any instalment remains unpaid for one calendar month or more:

- you will not be able to claim under the policy (if the loss or damage occurs one calendar month or more after non-payment), and
- we may cancel the policy, effective one calendar month after the date the last payment was due, once we have given you notice of your failure to pay the premium.

2.5 Reasonable care

At all times, and at your expense, you must:

- take all reasonable precautions to prevent injury, loss or damage, including securing your vehicle against unauthorised entry when it is unattended. It is a condition of this policy that your vehicle be kept in good repair. Vehicles that are in good repair will be legally roadworthy and have:
 - no major unrepaired damage
 - minimal rust
 - no hail damage, and
 - minimal faded or crazed paintwork
- comply with all statutory obligations, by-laws or regulations imposed by any government or public authority relating to the safety of people or property, and
- take all reasonable care to prevent injuries to other persons or damage to another person's property.

2.6 Changes to your insurance details

You must tell us as soon as possible if any of the following change during the period of insurance:

- the drivers of your vehicle
- the place where your vehicle is normally kept overnight
- your vehicle is altered or modified, or
- the usage or finance of your vehicle changes.

We may offer to continue your insurance subject to an amendment in premium, alter the terms and conditions of your policy or we may elect to cancel the policy altogether.

We will advise you in writing of our response in relation to the changes.

2.7 What if you don't advise us of changes to your insurance details?

We may be entitled to:

- reduce the amount we pay in the event of a claim
- refuse to pay a claim, or
- cancel the policy.

2.8 Evidence of ownership and value

In the event you need to make a claim under the policy, we may ask you for evidence that you owned the vehicle or property or for evidence as to the value of the vehicle or property being claimed.

Part 3: Meanings of words and phrases we use frequently

- **Accessory/accessories** means an additional non-standard item fitted to your vehicle that is not a modification. Accessories may be either a manufacturer option or an aftermarket addition.
- **Agreed value** means the amount we agree to insure your vehicle for. If you have selected the 'agreed value' option, the agreed amount will be stated on the Certificate of Insurance.
- **Declared driver** means the person or people you have nominated and advised us will drive your vehicle, as stated on the Certificate of Insurance.

Your policy

- **Declined driver** means a driver who is not insured under the policy, as stated on the Certificate of Insurance.
- **Event** means any single occurrence, or series of occurrences arising from the same cause, resulting in a claim under the policy.
- **Excess** means the amount you must contribute when a claim is accepted under the policy. The types of excess and the amount of each excess are stated on the Certificate of Insurance.
- **Family** means your spouse (legal or de facto), your children or your spouse's children and any members of your family who normally reside with you.
- **Market value** means the amount it will cost to replace your vehicle taking into account the age, make, model and the condition of your vehicle immediately prior to the loss or damage.
- **Modification/s** means an alteration to the standard configuration of your vehicle which may affect your vehicle's value, safety, performance or appearance. Modifications may be either a manufacturer option or any aftermarket alteration. Specifically this means alterations to your vehicle's:
 - structure/chassis/body work
 - transmission
 - engine
 - steering system
 - suspension
 - braking system
 - fuel system
 - exhaust system
 - paintwork
 - wheels/tyres.
- **Period of insurance** means the period of insurance as stated on the Certificate of Insurance.
- **Vehicle** means the registered vehicle, as stated on the Certificate of Insurance. Your vehicle includes the standard tools and accessories supplied by the manufacturer and any modification or non-standard accessory that you have told us about and we have agreed to cover, as stated on the Certificate of Insurance.

- **Vehicle usage** means the main purpose for which you have told us your vehicle is used, as stated on the Certificate of Insurance, being either:
 - **Business use** which means a vehicle where you are claiming any percentage of the GST on the amount payable for your policy as an Income Tax Credit (ITC), and
 - **Private use** which means any type of use other than business use.
- **We/our/us** means Commonwealth Insurance Limited.
- **You/your** means the person or persons named as the insured/s on the Certificate of Insurance.

Part 4: What the policy doesn't cover – general exclusions

We will not pay for:

1. Loss, damage or liability arising from your vehicle being driven by you, a member of your family or any other person with your permission, when the driver of your vehicle:
 - is under the influence of, or their judgement is affected by, any drug or alcohol
 - has more than the legal limit of alcohol in their breath or blood permitted by law in the state or territory where the incident occurs, or
 - refuses to submit to any test to determine the level of alcohol or drugs in their blood when reasonably requested by the police.

At our discretion, we may pay for loss, damage or liability if you can prove that you did not know and should not reasonably have known that the driver was likely:

- to be under the influence of, or their judgement was likely to be affected by, any drug or alcohol, or
 - to have more than the legal limit of alcohol in their breath or blood permitted by law.
2. Loss, damage or liability arising from your vehicle being driven by you, a member of your family or any other person with your permission when the driver of your vehicle is not licensed to drive your vehicle. This includes where their driver's licence is cancelled, suspended, or they are not complying with any special conditions imposed

Your policy



on their licence. At our discretion, we may pay for loss, damage or liability if you can prove that you did not know and could not reasonably have found out that the driver of your vehicle was not licensed to drive your vehicle.

3. Loss, damage or liability arising from your vehicle being driven by a declined driver.
4. Loss, damage or liability arising from your vehicle being driven by a person under 30 years of age if you have selected the restricted driver option, unless the driver of the vehicle was driving the vehicle in the course of a mechanical service or providing a valet parking service, was a person paid by you to repair or test your vehicle, was an attendant in a car park, or was subsequently convicted of theft or illegal use of your vehicle.
5. Loss, damage or liability arising directly or indirectly from any illegal or unlawful act committed by you or the driver of your vehicle whether or not they are insured under this policy.
6. Loss, damage or liability arising from a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused intentionally by or involving:
 - you
 - a declared driver, or
 - any person who is acting with your express or implied consent.

7. Loss, damage or liability which occurs outside of Australia.
8. Loss, damage or liability arising from structural, mechanical, electrical or electronic failure of your vehicle.
9. Loss, damage or liability arising from deterioration, wear, tear, rust, erosion or other forms of corrosion of your vehicle.
10. Loss, damage or liability arising from your vehicle being used whilst it is damaged, unsafe, or unroadworthy.
11. Loss, damage or liability arising from damage to your vehicle's tyres caused by road cuts, punctures, bursts or braking.
12. Loss, damage or liability if the loss, damage or liability arises when your vehicle is being used to carry passengers for hire, fare or reward. This exclusion does not apply if the vehicle is being used for car pool or child care arrangements or if your full-time employer pays you a travelling allowance.
13. Loss, damage or liability arising from your vehicle being used to carry more passengers, or carry or tow a load, greater than that for which your vehicle was designed.
14. Loss, damage or liability arising as a result of you or the driver of your vehicle not taking reasonable steps to secure your vehicle after it has:
 - broken down
 - been damaged in an incident, or
 - been found after it was stolen.
15. Loss, damage or liability arising from a lawful seizure of your vehicle.
16. Financial loss, including the loss of:
 - your vehicle's value after being repaired
 - wages or commission because you cannot use your vehicle
 - the use of your vehicle requiring you to hire a substitute vehicle (except where your policy specifically offers cover for a hire car or transportation costs), or
 - your vehicle as a result of it being legally taken or confiscated.
17. Loss, damage or liability arising from your vehicle participating in any motor sport or time trial or being tested in preparation for any motor sport or time trial.

Your policy

18. Loss, damage or liability arising from your vehicle being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.
19. Loss or damage that is not caused by an insured event during the period of insurance.
20. Loss, damage or liability arising as a result of faulty repairs to your vehicle, unless we authorised the repairs and they were carried out in relation to a claim.
21. Loss, damage or liability arising from the use of your vehicle while it is on consignment.
22. Replacement of that part or those parts of a set (for example, wheels) of your vehicle that are not lost or damaged when another part or parts of that set are lost or damaged.
23. Depreciation of your vehicle or insured property.
24. Loss, damage or liability arising directly or indirectly from or any action connected with or taken to control, prevent or suppress invasion, acts of foreign enemies, hostilities, war or warlike operations (whether war is declared or not), civil war, rebellion, revolution, riot, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or any looting, sacking or pillaging following any of these acts.
25. Loss, damage or liability arising directly or indirectly from the use, existence or escape of nuclear weapons, material or ionising radiation from, or contamination by radioactivity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

Part 5: What you are insured for

5.1 Insured events

We will provide cover for the following events if they occur during the period of insurance and are:

- accidental, unexpected and unforeseen by you, and
- not subject to a general exclusion (see 'Part 4: What the policy doesn't cover – general exclusions' on page 19) or a specific exclusion noted below.

If we agree to pay a claim under section 5.1.1, 5.1.2, 5.1.3, 5.1.4 or 5.1.5, at our discretion, we will:

- repair your vehicle

- replace your vehicle
- pay you the reasonable cost of repairing your vehicle, or
- pay you the sum insured as shown on your current Certificate of Insurance.

5.1.1 Collision or impact damage

This applies to Comprehensive Cover.

What we cover

You are insured for loss of or damage to your vehicle caused by an accidental collision or impact.

5.1.2 Fire damage

This applies to Comprehensive Cover and Third Party Property Damage, Fire and Theft Cover.

What we cover

You are insured for loss of or damage to your vehicle caused by fire.

What we don't cover

We will not cover loss or damage caused by fire within the first 24 hours of the commencement of your policy unless:

- your policy is a renewal or replacement of similar insurance and there has been no break in cover, or
- you have owned your vehicle for less than 24 hours prior to the commencement of this cover.

5.1.3 Theft or attempted theft

This applies to Comprehensive Cover and Third Party Property Damage, Fire and Theft Cover.

What we cover

You are insured for loss of or damage to your vehicle if your vehicle is:

- damaged in an attempt to steal it or the items from inside it
- stolen and found damaged, or
- stolen and not found.

5.1.4 Storm, hail or flood

This applies to Comprehensive Cover.

What we cover

You are insured for loss of or damage to your vehicle caused by a storm (including a hail storm) or flood.

Your policy

What we don't cover

We will not cover loss or damage caused by a storm or flood within the first 24 hours of the commencement of your policy unless:

- your policy is a renewal or replacement of similar insurance and there has been no break in cover, or
- you have owned your vehicle for less than 24 hours prior to the commencement of this cover.

5.1.5 Vandalism or malicious act

This applies to Comprehensive Cover.

What we cover

You are insured for loss of or damage to your vehicle caused by vandalism or a malicious act.

5.1.6 Theft of keys – re-keying and re-coding

This applies to Comprehensive Cover.

What we cover

You are insured if the keys to your vehicle are stolen.

We will pay for the replacement of your vehicle's keys and the necessary re-coding of your vehicle's locks if you report the theft of your keys to the police.

If we agree to pay a claim under this cover, the most we will pay in respect of any one event is the amount it costs to re-key and/or re-code your vehicle up to \$1,000.

What we don't cover

We will not cover you for keys that were stolen by your family, an invitee or a person who resides with you.

5.1.7 Legal liability – cover for damage to other people's property

This applies to Comprehensive Cover, Third Party Property Damage, Fire and Theft Cover and Third Party Property Damage Cover.

What we cover

You are insured for any amount you legally have to pay another person for loss of or damage to someone else's property caused by:

- your vehicle as a result of an event, which is partly or fully your fault, and/or

- a caravan or trailer towed by your vehicle as a result of an event, which is partly or fully your fault.

The cover under this section extends to liabilities incurred by:

- any person who is driving, using or in charge of your vehicle with your permission
- a passenger travelling in your vehicle or who is getting into or out of your vehicle, and
- your employer, principal or partner arising from the use of your vehicle.

This cover includes reasonable legal costs and expenses for settling or defending the claim made against you or any other person seeking cover under this section if you or they have received prior written approval from us. You or any other person seeking cover under this section must notify us of any potential claim within six months of the event.

The most we will pay for all claims under this section and section 5.2.2 in total is \$20 million.

What we don't cover

We will not cover you or any other person for liability:

- for loss of or damage to your own property, your family's property or property which is in your possession, custody or control
- for any legal costs and expenses relating to any criminal or traffic proceedings
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability
- for any bodily injury or death to any person
- if you or any driver of your vehicle agrees to accept liability, except if liability would have existed anyway
- for any amount for exemplary, punitive or aggravated damages
- if the event is not accidental, unexpected and unforeseen by you, or
- if a general exclusion applies (see 'Part 4: What the policy doesn't cover – general exclusions' on pages 19 to 22).

5.2 Additional coverage

5.2.1 Replacement of new vehicle after a total loss

This applies to Comprehensive Cover.

What we cover

If you are the first registered owner of your vehicle and your vehicle is a total loss within the first 24 months of the original registration as a result of an insured event in the period of insurance and we have accepted a claim for the loss of your vehicle, then we will apply the following practice.

- If a replacement vehicle is available within Australia, we will:
 - replace your vehicle with a vehicle of the same make, model and series
 - replace any modifications, options, accessories or fittings that are fitted to your vehicle and are stated on your Certificate of Insurance, and
 - pay the on-road costs including the first twelve months' registration and Compulsory Third Party (CTP) insurance. Any refund you obtain from your original registration and CTP insurance must be paid to us.
- If we replace your vehicle under this benefit, your policy will continue to cover your new replacement vehicle until the end of the period of insurance. We will not require you to pay any additional premium.
- If a replacement vehicle is not currently available within Australia, we will pay you either the market value or agreed value of your vehicle, whichever is shown on your current Certificate of Insurance. If we pay you either the market value or agreed value, your policy will come to an end and no refund of premium will be due to you.

Where your vehicle is under finance, we will require written consent from your financier before we can authorise replacement of your vehicle.

5.2.2 Substitute vehicle

This applies to Comprehensive Cover, Third Party Property Damage, Fire and Theft Cover and Third Party Property Damage Cover.

What we cover

You are insured for any amount you legally have to pay another person for loss of or damage to someone else's

property caused by a substitute vehicle as a result of an event in the period of insurance, which is partly or fully your fault, if:

- your vehicle can't be driven as a result of an insured event (and we have accepted a claim for that insured event), mechanical breakdown or servicing during the period of insurance
- you have the legal use of the substitute vehicle, and
- the substitute vehicle does not belong to you.

You must notify us of any potential claim within six months of the event.

The most we will pay for claims under section 5.1.7 and this section in total is \$20 million.

What we don't cover

We will not cover you for liability:

- if we have already accepted a claim for the total loss of your vehicle
- if the substitute vehicle is unregistered
- for loss of or damage to the substitute vehicle
- for loss of or damage to your own property, your family's property or property which is in your possession, custody or control
- for any legal costs and expenses relating to any criminal or traffic proceedings
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability
- for any bodily injury or death to any person
- if you agree to accept liability, except if liability would have existed anyway
- for any amount for exemplary, punitive or aggravated damages
- if the event is not accidental, unexpected and unforeseen by you, or
- if a general exclusion applies (see 'Part 4: What the policy doesn't cover – general exclusions' on pages 19 to 22) or would otherwise apply if you were driving your vehicle instead of the substitute vehicle.



5.2.3 Hire car following theft

This applies to Comprehensive Cover.

What we cover

If we accept your claim under theft or attempted theft (see page 23, section 5.1.3) we will arrange for you to be provided with a hire car.

We will provide this benefit:

- until your vehicle is recovered undamaged and it is returned to you
- until your vehicle is recovered damaged and the damage is repaired
- until we settle your claim by paying the agreed value or market value, or
- for a maximum of 14 days,

whichever happens first.

If we agree to pay a claim under this cover, the most we will pay is \$75 for each 24 hour period of car hire up to a maximum of \$1,050.

We are not responsible for making sure a hire car is available.

What we don't cover

We will not cover:

- the costs of a hire car unless it has been arranged by us or approved by us
- running costs (including the cost of fuel used) or any additional hire costs
- any loss of or damage to the hire car
- liability arising from the use of the hire car, and
- any insurance excess or other costs which you may be liable for under the hire car agreement.

If you withdraw your claim or we deny your claim, you must reimburse us for any costs that we have already covered.

5.2.4 Towing and storage costs

This applies to Comprehensive Cover and Third Party Property Damage, Fire and Theft Cover.

What we cover

If your vehicle is damaged as a result of an insured event in the period of insurance causing your vehicle to be unroadworthy or unsafe to drive, and we have accepted a claim for damage to your vehicle, we will pay the reasonable cost of removing and towing your vehicle to and storing your vehicle at:

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

5.2.5 Trailer and caravan cover

This applies to Comprehensive Cover.

What we cover

If we accept your claim under accidental collision or impact damage (see page 23, section 5.1.1) or theft or attempted theft (see page 23, section 5.1.3), you are insured for loss of or damage to a trailer or caravan attached to your vehicle that is also caused by that insured event.

If we agree to pay a claim under this cover, the most we will pay is \$1,000 or the market value of the trailer or caravan, whichever is the lesser.

Your policy

What we don't cover

We will not cover you:

- for loss of or damage to personal items being carried in or on the trailer or caravan, or
- if your caravan or trailer was being used for business or carrying goods for trade purposes.

5.2.6 Emergency repairs

This applies to Comprehensive Cover.

What we cover

You are insured for the reasonable costs of emergency repairs which are necessary to enable you to drive your vehicle home or to a repairer after an insured event in the period of insurance if:

- you reported the event to the police, and
- you provide us with all receipts for any emergency repairs.

If we agree to pay a claim under this cover, the most we will pay in respect of any one event is \$500.

5.2.7 Personal effects and clothing

This applies to Comprehensive Cover.

What we cover

If we accept your claim under accidental collision or impact damage (see page 23, section 5.1.1) or theft or attempted theft (see page 23, section 5.1.3) you are insured for loss of or damage to your and your family's personal effects and clothing which are:

- damaged in a collision involving your vehicle
- stolen from your locked vehicle with evidence of forced entry, or
- stolen at the same time as your vehicle.

We will choose between repairing or replacing the property, or paying you its value in cash after allowing for wear, tear and depreciation.

If we agree to pay a claim under this cover, the most we will pay in respect of any one event is \$500.

5.2.8 Transportation costs

This applies to Comprehensive Cover.

What we cover

If we accept your claim under accidental collision or impact damage (see page 23, section 5.1.1), theft or attempted theft (see page 23, section 5.1.3), or vandalism or malicious act (see page 24, section 5.1.5) we will pay the reasonable costs for transportation:

- to return you and your family home, and
- to collect your vehicle when it has been repaired.

If we agree to pay a claim under this cover, the most we will pay in respect of any one event is \$400.

5.2.9 Emergency accommodation costs

This applies to Comprehensive Cover.

What we cover

If we accept your claim under accidental collision or impact damage (see page 23, section 5.1.1), theft or attempted theft (see page 23, section 5.1.3), or vandalism or malicious act (see page 24, section 5.1.5), and the event occurs more than 200 kilometres from your home and your vehicle cannot be safely driven home, we will pay the reasonable costs of emergency accommodation for you and your family.

If we agree to pay a claim under this cover, the most we will pay in respect of any one event is \$400.

5.2.10 Accidental death

This applies to Comprehensive Cover.

What we cover

If the driver of your vehicle is injured in a vehicle collision and dies as a direct result of that injury, we will pay the estate of the deceased \$5,000 if:

- we have accepted a claim for loss of or damage to your vehicle as a result of that collision under accidental collision or impact damage (see page 23, section 5.1.1).
- the death occurs within twelve months of the injury, and
- a death certificate, given by a qualified and registered member of the medical profession, is shown to us as proof of the cause of death.



5.2.11 Baby capsule/s and child seat/s

This applies to Comprehensive Cover.

What we cover

If we accept your claim for an insured event (see 'Part 5: What you are insured for' on pages 22 to 35) and the baby capsule/s or child seat/s fitted to your vehicle are damaged or stolen as a result of the insured event, you are insured for loss of or damage to the baby capsules or child seats.

If we agree to pay a claim under this cover, the most we will pay in respect of any one event is \$400.

5.2.12 Uninsured motorist extension

This applies to Third Party Property Damage, Fire and Theft Cover and Third Party Property Damage Cover.

What we cover

You are insured for loss of or damage to your vehicle, including towing and storing your vehicle, caused by a collision with another vehicle in the period of insurance if the collision is not your fault and

- the vehicle at fault is uninsured, or
- the driver at fault has insurance but it does not cover the loss or damage.

We will pay if:

- we agree the event was the fault of the uninsured driver
- you provide us with the name, address and phone number of the uninsured driver and registration number of the vehicle they were driving, and
- you did not contribute to the cause of the collision.

If we agree to pay a claim under this cover, the most we will pay in respect of any one event is \$4,000.

What we don't cover

We will not cover you if:

- the event is not accidental, unexpected and unforeseen by you, or
- a general exclusion applies (see 'Part 4: What the policy doesn't cover – general exclusions' on pages 19 to 22).

5.2.13 If you replace your vehicle

We will provide temporary cover if you permanently replace your vehicle in the period of insurance from the date of purchase to a maximum of 14 days, if you:

- provide us with the full details of the replacement vehicle within the 14 days of taking ownership of the vehicle
- receive our agreement to cover your replacement vehicle, and
- pay any additional premium required.

The temporary cover applying to the replacement vehicle is the same as the cover applying to your vehicle.

5.3 Policy options

The following policy options apply to Comprehensive Cover only. If any of these options are selected they will be shown on your Certificate of Insurance.

5.3.1 Hire car following an incident

If we accept your claim under accidental collision or impact damage (see page 23, section 5.1.1), fire damage (see page 23, section 5.1.2) storm, hail or flood (see page 23, section 5.1.4) or vandalism or malicious act (see page 24, section 5.1.5) we will:

- arrange for you to be provided with a hire car, or
- pay you a daily allowance of \$30 if a hire car is not available.

Your policy

If you selected this option and it is stated on your Certificate of Insurance, we will provide the benefit from the later of:

- the date the repairs to your vehicle are authorised by us, or
- the date your vehicle is made available for repairs to commence.

The maximum rental charge we will pay is \$75 for each 24 hour period of car hire.

We will provide this benefit:

- until your vehicle is repaired and returned to you
- until we settle your claim by paying the agreed value or market value, or
- for a maximum of 14 days,

whichever happens first.

We are not responsible for making sure a hire car is available.

An additional premium applies if this option is selected.

What we don't cover

We will not cover:

- the costs of a hire car unless it has been arranged by us or approved by us
- running costs (including the cost of fuel used) or any additional hire costs
- any loss of or damage to the hire car
- liability arising from the use of the hire car, and
- any insurance excess or other costs which you may be liable for under the hire car agreement.

If you withdraw your claim or we deny your claim, you must reimburse us for any costs that we have already covered.

5.3.2 Removal of basic excess for windscreen and window glass claims

If you claim for damage to your windscreen or window glass only, you will not be required to pay an excess on that claim.

This option only applies:

- if the damage to your windscreen or window glass is the full extent of the damage to your vehicle
- if the fracture extends through all layers of the windscreen or through the entire thickness of the glass, and

- to one claim in a period of insurance.

Your No Claim Discount is not affected if the damage to your windscreen or to the window glass is accidental.

An additional premium applies if this option is selected.

5.3.3 Protected No Claim Discount

If you lodge a claim which would normally reduce your No Claim Discount on next renewal, your No Claim Discount will not be affected by that claim.

This option:

- can only be selected if your policy's No Claim Discount is 65% (Rating 1) and above, and
- only applies to the first claim in a period of insurance.

An additional premium applies if this option is selected.

5.3.4 Restricted drivers

You will not be covered for any loss of or damage to your vehicle whilst it is being driven by a person who is under 30 years of age.

However, we will provide cover if your vehicle is being driven by, or in the control of, a person under 30 years of age:

- in the course of a mechanical service
- paid by you to repair or test your vehicle
- in the course of providing a valet parking service
- who is an attendant at a car park, or
- who is subsequently convicted of theft or illegal use of your vehicle.

This option is not available if you have declared any drivers under 30 years of age on your policy.

A reduced premium applies if this option is selected.

5.3.5 Voluntary additional basic excess

You can select an excess in addition to any basic excess payable on your policy. Should you select this option then in the event of a claim you will contribute a higher amount to the value of your claim. This means you are accepting a larger proportion of any loss.

A reduced premium applies if this option is selected.

Part 6: Making a claim

6.1 What you must do

You must:

- Call us on **13 24 23** as soon as possible with the full details of any loss, damage or anticipated or alleged liability. We are available 24 hours a day, 7 days a week to help you.
- Contact the police.

Depending on the legal requirements of the state or territory where the loss or damage occurs, you must:

- contact the police at the time of the event if any person was injured as a result of the event
- request the police to be present at the scene of the event, or
- complete a 'self reported collision form' at the local police station. You should only do this if, at the time of contacting the police, they inform you that it is not necessary for them to be present at the scene of the event.

If your vehicle is stolen or maliciously damaged, you must:

- contact the police immediately
- do everything reasonable to limit and prevent further loss or damage
- obtain the full names, residential addresses and phone numbers of all drivers, passengers and witnesses involved
- tell us your entitlement to Input Tax Credits (ITC) for the amount payable for your policy if you are registered or should be registered for GST purposes. We will not cover you for any fines, penalties or tax charges if the information you provide to us is incorrect.

6.2 What you must not do

You must not:

- admit guilt or liability to anyone involved in the event
- offer or agree to settle the claim without our written consent, or
- negotiate or promise anyone payment or authorise any repairs, except emergency repairs (refer to page 30, section 5.2.6).

6.3 The claims process

We may choose to outsource the management of all or part of the claims process to a dedicated Service Provider. That provider will always be chosen for their ability to deliver a quality claims service on our behalf and will be bound and measured by a Service Level Agreement.

6.4 What happens after you make a claim

6.4.1 Excesses that may apply when you make a claim

An excess is the amount per event that you are required to pay when we accept or pay a claim under your policy. There are various excesses with different amounts as stated on your Certificate of Insurance. Depending on the incident, when you claim, more than one type of excess may apply.

You can decide how you wish to pay us the excess. Either:

- you can pay us directly
- you can pay the repairer when you pick up your vehicle, or
- we can deduct the excess from your claim reimbursement.

The types of excesses are as follows:

Basic excess

The basic excess applies to all claims and is stated on your Certificate of Insurance.

Age excess

This excess applies when the incident you are claiming for occurred while your vehicle was being driven by a driver under 25 years of age. This excess, stated on your Certificate of Insurance, is in addition to the basic excess.

Undeclared young driver excess

This excess applies when the incident you are claiming for occurred while your vehicle was being driven by a person under 25 years of age, who is not stated on the Certificate of Insurance. This excess, stated on your Certificate of Insurance, is in addition to the basic and age excess.

This excess is not payable if your vehicle was being driven by, or in the control of, a person under 25 years of age:

- in the course of a mechanical service
- paid by you to repair or test your vehicle
- in the course of providing a valet parking service

Your policy

- who is an attendant at a car park, or
- who is subsequently convicted of theft or illegal use of your vehicle.

Inexperienced driver excess

This excess applies when the incident you are claiming for occurred while your vehicle was being driven by a person who is 25 years old or older and who has not held an Australian driver's licence for at least two consecutive years. This excess, stated on your Certificate of Insurance, is in addition to the basic excess.

6.4.2 When an excess does not apply

An excess is not payable if:

- we determine that you or the driver of your vehicle did not contribute to the cause of the incident, or
- your vehicle was damaged whilst parked

and you can provide us with:

- the name/s, address/es, telephone number/s and registration number/s of the other vehicle/s involved in the incident.

An age excess, undeclared young driver excess or inexperienced driver excess is not payable if your claim is in relation to the following:

- windscreen or window glass damage only
- theft
- hail, storm or flood damage
- fire damage
- malicious damage, or
- damage to your vehicle whilst parked.

6.4.3 How claims lodged will affect your No Claim Discount

Each time we invite renewal of your policy, we will review your policy's No Claim Discount, based on any claims lodged during the expiring period of insurance. Your policy's No Claim Discount will either:

- increase by one level of entitlement (up to our maximum No Claim Discount)
- decrease by one level of entitlement for each claim, or
- remain the same.

Different types of claim affect your policy's No Claim Discount in different ways.

Your policy's No Claim Discount will decrease if, during the expiring period of insurance, any of the following claims are lodged:

- at-fault incidents involving other parties
- at-fault incidents and no other party involved
- not at-fault incidents where the at-fault party cannot be identified
- incidents caused by road conditions
- damage whilst parked where the identity of the responsible person is unknown
- theft of or theft from a vehicle where the identity of the responsible person is unknown
- malicious damage (including malicious fire damage) where the identity of the responsible person is unknown.



Your policy

Your policy's No Claim Discount will increase (up to our maximum No Claim Discount) if during the expiring period of insurance, any of the following claims are lodged:

- not at-fault incidents where the at-fault party can be identified, or
- any other claim type where the responsible party can be identified.

Your policy's No Claim Discount will also increase (up to our maximum No Claim Discount) if no claims are lodged during the expiring period of insurance.

Your policy's No Claim Discount will remain the same if, during the expiring period of insurance, any of the following claims are lodged:

- fire (i.e. bushfire, house fire, engine fire)
- storm (including flood) or hail damage, or
- damage to your windscreen or window glass if the damage is accidental.

If multiple claims are lodged (including different types of claims), each claim will be assessed for its effect on your policy's No Claim Discount, based on the criteria outlined above.

6.4.4 Deciding who is at fault

We will decide who is at fault in an incident involving any other party.

6.4.5 Authorised repairs

You must receive our consent prior to authorising repairs to your vehicle. This does not apply to section 5.2.6 'Emergency repairs' (see page 30).

At our discretion, we may inspect your vehicle. We may also adjust or reduce any repair quotation before authorising repairs.

Where you use a repairer from our network of repairers, or where we authorise repairs to a repairer you choose, we accept responsibility for the quality of workmanship and materials used.

6.4.6 Spare parts

Where your vehicle is within its new car warranty period we will only authorise the use of manufacturer's approved parts. Where your vehicle is outside its new car warranty period we will authorise the use of parts that are consistent with the age and condition of your vehicle at the time of the event, including the use of non-genuine and recycled parts. The maximum we will pay for any part will be the manufacturer's Australian list price. If the part is not available, we may decide to pay you the cash equivalent.

6.4.7 Assist us with your claim

In order for us to process your claim effectively, you must assist us by giving us all the required information about the event. If you do not assist us, we may not be able to pay the claim or provide cover.

If you have the right to recover amounts payable by another person, you must assist us.

6.4.8 Our rights of recovery

If a recovery can be made from any responsible party, we will conduct those recovery actions in your name. We will have sole authority to conduct any recovery actions.

6.4.9 Salvage of your vehicle when it is a total loss

If we decide to pay you the sum insured for your vehicle, any parts which can be salvaged from your vehicle become our property. This includes the proceeds of any sale of that salvage.

We will also be entitled to any refund of unexpired vehicle registration or compulsory third party insurance where permitted by law.

6.4.10 Payment of unpaid premium when your vehicle is a total loss

If we decide to pay you the sum insured for your vehicle, any outstanding or unpaid premium will be deducted from the amount we pay you. If we decide to replace your vehicle, you must pay any outstanding or unpaid premium to us.

6.4.11 No return of premium or further cover after a total loss

If we decide to pay you the sum insured for your vehicle, your policy will come to an end, effective from the date of your claim.

You will not be entitled to any refund of premium for any unexpired period of your policy.

You will not be covered for any event that occurs after the effective date of the cancellation of your policy.

6.4.12 Goods and Services Tax (GST)

If you are entitled to claim an input tax credit in respect of a cost for which a claim is made, or would be entitled to an input tax credit if you were to incur the relevant cost (i.e. replacing a lost or stolen item), the amount we would otherwise pay will be reduced by the amount of that input tax credit.

13 24 23

8 am–8 pm (Sydney time)

7 days a week

comminsure.com.au

