

OneMotor

Combined Product Disclosure Statement (PDS) and
Financial Services Guide (FSG)

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1. Important Information

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General

This Product Disclosure Statement (PDS) is an important document that must be read carefully before making a decision in relation to this insurance.

The PDS can assist You in:

- deciding whether this insurance is suitable or not; and
- comparing this insurance with other products being considered.

The PDS includes any Supplementary PDS We may issue as well as the Premium Excess and Discount Guide (PEDG).

These documents need to be read together.

About Clover Insurance

Clover Insurance Pty Ltd ABN 19 653 550 371, AFSL 538528 ('Clover') is an underwriting agency that has developed this OneMotor insurance which is underwritten by the insurer RAC Insurance Pty Ltd ABN 56 094 685 882, AFSL 231222 ('RAC Insurance').

Clover has an authority from RAC Insurance to arrange, enter into, bind and administer this insurance (including handling and settling Claims).

About RAC Insurance

This insurance is underwritten by RAC Insurance an authorised general insurance company, regulated by the Australian Prudential Regulation Authority. RAC Insurance is responsible for the PDS content.

Who is covered by the insurance

Where issued, the insurance covers the insured (also referred to as 'You' and 'Your') as defined in the 'Definitions' section. The insured enters into the contract with Us the insurer. There may be more than one insured.

Certain persons or entities who are not contracting parties may be entitled to access cover by reason of the Insurance Contracts Act 1984 (Cth). See 'Third Party Beneficiaries' for more detail. No insurance is provided in relation to the interest of any persons not specified as the insured or as being entitled to benefit under Your Policy.

General Advice Warning

Any advice about this insurance that RAC Insurance or Clover give You is of a general nature. We do not consider Your individual objectives, financial situation or needs. It is up to You to choose the cover You need and You should carefully read this document and any other documents that form part of Your Policy before deciding whether this insurance is right for You.

Words with special meaning

There are words with special meanings when that word starts with a capital letter in this document. See the 'Definitions' section for words that have a specific meaning when used in a policy section. In some cases, a word with special meaning may be defined in a specific part of Your Policy.

Understanding OneMotor insurance

There are two types of coverage We offer (subject to eligibility):

- Comprehensive Cover (the highest level of protection We offer); or
- Third Party Property Damage (TPPD) Cover (the lowest level of protection We offer).

The table below specifies the main cover sections and whether they apply to Comprehensive Cover or Third Party Property Damage Cover.

Overview of main covers		
	Comprehensive	TPPD
Section 2. Accidental loss or damage to Your Vehicle This section provides cover for Accidental physical loss of or damage to Your insured vehicle in Australia.	✓	
Section 3. Legal Liability This section provides cover for Your legal liability for Accidental physical damage caused to another person's vehicle or property in Australia while using Your Vehicle, a Substitute Vehicle or a trailer or a caravan attached to it. Cover is extended to protect certain other third parties.	✓	✓

Certain other benefits may be provided with each type of cover. These are either:

- automatically provided with the relevant type of cover – We list these in the Automatic additional benefits table below; or
- optional benefits for Comprehensive Cover only (subject to eligibility) which must be applied for by You and agreed to by Us before cover is provided. We list these in the optional benefits table below.

Automatic additional benefits table		
Additional benefit	Comprehensive	TPPD
Rental car following theft or not At Fault Claim	✓	
Replacement of new vehicle after a Total Loss	✓	
Towing	✓	
Vehicle being transported by ship	✓	
Trailer and caravan cover	✓	
Emergency repairs	✓	
Personal Effects	✓	
Transportation and accommodation costs	✓	
Re-keying and re-coding	✓	
Child seat or baby capsule	✓	
Finance gap cover	✓	
Artwork and signwriting	✓	
Return of stolen Vehicle	✓	
Acquired companies	✓	
Chains, gates, ropes and tarpaulins	✓	
Lifetime repair guarantee	✓	
Family expenses	✓	
Tyre replacement	✓	
Fire brigade and emergency services cover	✓	
Liquified Petroleum Gas (LPG) conversion	✓	
Lifetime replacement benefit (Lifetime value only)	✓	
Temporary insurance cover on replacement or additional Vehicles	✓	✓
Uninsured motorists' extension		✓

Optional benefits table		
Optional benefits	Comprehensive	TPPD
Business extension – stock, tools and equipment	✓	
Choice of repairer	✓	
Glass Excess waiver	✓	
Hire, rental or loan car	✓	

Optional benefits only apply when they are listed in the 'Optional benefits' section of Your Policy Schedule for each vehicle with a 'Yes' or a sum insured amount against the benefit.

This insurance only provides cover for Insured Events that occur during the Period of Insurance and within Australia.

Vehicles are only covered when they are listed in the 'Summary of Cover' of Your Policy Schedule.

Please note the above benefit tables are not a full description of the covers or benefits. Each cover is subject to terms, conditions, exclusions, and limitations and applicable law which are not listed in this section. You need to read Your Policy and Policy Schedule to properly understand the cover and benefits provided.

A Target Market Determination (TMD) for this product can be obtained at cloverinsure.com.au/onemotor/

Your duty to take reasonable care not to make a misrepresentation

This insurance is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).

You have a legal duty under s20B of the Insurance Contracts Act to take reasonable care not to make a misrepresentation to Us before and up until the time We first enter into the insurance contract (i.e. the Policy) with You. It also applies before and up until the time of any subsequent variation, renewal, extension, replacement or reinstatement of the insurance contract. If You don't comply with this legal duty, We may be able to refuse to pay or reduce a Claim made and/or cancel Your Policy, or treat it as if it never existed, subject to applicable law. See 'Your duty to take reasonable care not to make a misrepresentation to Us' for details.

You also have obligations to notify Us of matters during the Period of Insurance. See 'Make sure You comply with Your obligations under Your Policy once it is issued' for more details.

Some important things to understand about the cover

The standard cover We may provide is set out in the relevant cover sections (subject to eligibility and acceptance by Us). We may apply additional terms that affect this cover if We agree this with You (where permitted by and subject to applicable law).

The cover and what We pay can be affected by various things, subject always to applicable law. This can include things such as (where applicable):

- exclusions which restrict the cover;
- compliance with any terms or conditions We apply which impose obligations on You and others who may be covered;
- limits (including monetary and time limits) We apply to the cover;
- Excess(es) that have to be paid or borne by You in relation to a Claim;
- unpaid Premium; and
- recoveries We may make in relation to the relevant loss.

The above are contained in this document and other documents forming Your Policy.

It is important to note that applicable law may restrict Our rights in certain circumstances. See 'When We can refuse to Pay or reduce the amount We pay under a Claim' and 'Cancelling Your Policy' for further information.

You need to consider these things to see if the cover is right for You personally. You should seek advice to help You when needed.

Our contract with You (Your Policy)

Where We agree to enter into a contract with You it is a contract of insurance between Us and You (Your Policy). We do so in return for You paying or agreeing to pay Us a Premium. See 'About Your Premium' for more detail regarding Your Premium.

If We issue You with a Policy, You will be given a Policy Schedule. Your Policy Schedule sets out certain additional terms applicable to Your Policy and other matters specific to Your Policy such as the cover issued and the limits of liability.

Your Policy Schedule must be read together with this document and any other documents We agree with You will form part of Your Policy that We issue. Any new or replacement Policy Schedule, We may send You detailing changes to Your Policy or the Period of Insurance, will become the current Policy Schedule, which You should carefully read and retain.

Where We agree with You in writing, documents other than this PDS and Your Policy Schedule will form part of Your Policy (often called endorsements). Any such documents will be dated and will include a statement identifying them as part of Your Policy. Together, they form Your Policy with Us (subject to applicable law). These are all important documents and should be carefully read together and kept in a safe place for future reference.

Special rules apply for renewal of Your Policy. See 'Renewing Your Policy' for more details.

See 'Notices' for details of how We communicate with You in relation to Your Policy.

Cooling off period and cancellation rights

You have cooling off rights that allow You to return or cancel Your Policy for any reason within the cooling off period. These are set out in 'Cooling off period'.

You and Us each also have cancellation rights which are set out in 'Cancelling Your Policy'.

Please make sure You are aware of the Premium refund terms which apply when Your Policy is returned during the 'Cooling off period' or cancelled.

When does Your Policy and coverage start and end?

Your Policy is in existence for the Period of Insurance.

All Insured Events for all applicable cover sections must occur within the Period of Insurance. However, coverage under Your Policy or coverage for certain persons, Insured Events or property may start and end at different times depending on the circumstances (subject to other applicable Policy terms and applicable law). The following are some examples:

Loss or damage occurring within the first 72 hours of the initial commencement of Your Policy (excluding renewals) caused by:

- bushfire or grassfire;
- storm or hail;
- earthquake;
- Flood;
- named cyclone; and/or
- tsunamis,

is not covered, subject to limited exceptions and applicable law. See 'Natural peril' exclusions for details.

Further (subject to other applicable Policy terms and applicable law):

- a cover section (including any optional benefit) is only applicable from (not before) the time it is listed as covered in Your Policy Schedule and from the time certain conditions are met;
- persons who are added as insureds or become Third Party Beneficiaries after the start of the Period of Insurance for an applicable cover section are only covered under that cover section and for Insured Events occurring, from and not before that time; and
- coverage under an applicable cover for a person, Insured Event and/or property/item may end earlier than the end of the Period of Insurance if You and We agree this, or they are no longer covered by Your Policy because of a change in circumstances (e.g. the insured property is no longer owned by You or no longer fits within the scope of a relevant definition).

Understanding limits generally

We do not provide cover beyond the Applicable Limits specified in Your Policy, less any applicable Excess(es) or other deductions permitted under the Policy terms (subject to the applicable law).

The following is a basic overview.

Cover	Limits
Section 2. Accidental loss or damage to Your Vehicle (Comprehensive Cover only)	This cover (subject to eligibility) can be provided either on an: <ul style="list-style-type: none"> • Agreed value basis; • Lifetime value basis; or • Market value basis. You can select the Applicable Limit to suit Your needs when You apply for insurance cover. If We agree to insure You for the Applicable Limit, it will be confirmed in Your Policy Schedule. Refer to Section 9. Definitions for what We mean by each term.
Section 3. Legal Liability (Comprehensive Cover and Third Party Property Damage Cover)	The most We will cover for each liability Claim (inclusive of any legal costs) is \$25,000,000 (GST inclusive).
Section 4. Additional Policy benefits (as applicable) and Section 5. Optional benefits (Comprehensive Cover Only)	See relevant benefit in section for details of Applicable Limits.

Where We say a limit applies for 'each Claim' or 'item' this is the maximum amount We will pay up to for that Claim or item.

Where We say a limit applies for all Claims or items 'combined' this is the maximum total amount that We will pay for all Claims or items of the specified kind under the relevant cover or benefit during the Period of Insurance when combined or aggregated together.

For example, under Additional benefit xvii. Family expenses (Comprehensive Only) the reasonable cost of transport and accommodation by a family member to get to the hospital are subject to a limit of \$3,000 for any one Claim and \$9,000 in for all Claims combined. If an individual Claim is made for \$4,000 We would only pay up to \$3,000 less any permitted deductions. If You make more than one Claim under this benefit in the Period of Insurance and the total paid by Us for all Claims combined under the benefit reaches \$9,000, We will not make any payments beyond this amount.

As explained in 'Some important things to understand about the cover' what We pay can be affected by a number of other matters such as outstanding Premium and the operation of applicable law. See 'When We can refuse to pay or reduce the amount We pay under a Claim' and 'Cancelling Your Policy' for further information.

Excess(es)

If You make a Claim under Your Policy, You will be required to pay or bear one or more Excesses (subject to Our right to waive any Excess). We will only pay the Claim if the Claim amount is more than the total amount of all applicable Excesses. If We settle Your Claim by making a cash payment to You, We will deduct any applicable Excesses from the amount We pay to You. In other circumstances, You may need to pay the applicable Excesses as a contribution to the repair or replacement. Any limits We pay up to are less any Excesses that apply. The descriptions of any Excesses and the circumstances in which any Excesses are applied are explained in this document, Your Policy Schedule and other documents forming Your Policy and the PEDG. The amount of any Excesses applicable to Your Policy will be provided to You before You agree to enter a Policy with Us. Please refer to Our PEDG for more information.

Making a Claim

If You want to make a Claim under Your Policy, You can do so through Our website Claims at Clover Insurance (cloverinsure.com.au) or contact Us via email on cloverclaims@insurx.com.au or telephone 02 8233 3187.

If You are represented by an Intermediary speak with them in the first instance to see what assistance they can provide.

Make sure You start by reading the 'Claims' section. You need to comply with the Claims conditions and other relevant terms of Your Policy. If You don't, it may adversely affect Your rights to cover under Your Policy and/or allow Us to cancel Your Policy. Applicable law may restrict Our rights in certain circumstances. See 'When We can refuse to pay or reduce the amount We pay under a Claim' and 'Cancelling Your Policy' for further information.

If You have a Complaint or dispute

If You need to make a complaint or have a dispute, see 'Resolving complaints and disputes' for details.

Review the suitability of cover, including on an ongoing basis

The appropriateness of the type of cover chosen and its terms, limits and applicable Excess(es) should be reviewed by You on a regular basis to ensure it remains appropriate (including on any variation or renewal). If You do not do this, the cover may not be sufficient, and You may have to bear any loss that is not covered. Contact Your intermediary if You would like to request a change.

Make sure You comply with Your obligations under Your Policy once it is issued

Your Policy terms impose obligations on You that You need to meet during the Period of Insurance. See in particular 'Telling us about changes during the Period of Insurance'.

You must not, without obtaining Our prior written consent:

- assign or transfer any benefits, rights or obligations under Your Policy; or
- enter into any agreement, make any admissions or take any action or step with another party:
 - where You are assuming a greater liability than would apply had You not done so; or
 - which prevents You (or Us) from taking a recovery action for damages, indemnity or contribution from that other party You would have been entitled to.

If You do, it may adversely affect Your rights under Your Policy and/or allow Us to cancel Your Policy. Applicable law may restrict Our rights in certain circumstances. See 'When We can refuse to pay or reduce the amount We pay under a Claim' and 'Cancelling Your Policy' for further information.

What happens if You don't meet Your obligations, or an exclusion or limitation applies

If You don't meet Your obligations under Your Policy terms or if an exclusion or limitation applies, We may refuse or reduce what We pay in relation to a Claim and/or cancel Your Policy, subject to applicable law which may restrict Our rights in certain circumstances. This can depend on the circumstances. See 'When We can refuse to pay or reduce the amount We pay under a Claim' and 'Cancelling Your Policy' for further information.

Impact of acts of other persons on You

Unless stated otherwise in Your Policy and subject to applicable law, if there is more than one insured on Your Policy, then anything which any of the insureds says, does, admits to, or advises to Us, applies to and affects the rights of all the insureds under Your Policy or any Claim made under it. We may, unless We tell You otherwise, action a request from one insured to change or cancel Your Policy or to direct where an approved Claim payment can be paid.

Further information and confirmation of transactions

If You require further information about this insurance or wish to confirm any transaction, please contact Your Intermediary in the first instance. You can contact Us using our contact details.

This Important Information section only provides some important information and terms to be aware of. You must read this PDS and the other documents forming Your Policy for details of what Your and Our rights and obligations are under this insurance.

Cover Sections general qualification

All cover described in each of the cover sections below or otherwise in Your Policy are provided subject to the other applicable Policy terms and conditions. This includes exclusions and limits which may be listed in the cover section itself, other sections (e.g. General Exclusions) or other documents forming the Policy (e.g. Policy Schedule). See PEDG for more detail on any applicable Excesses. Any rights We have under such cover are always subject to applicable law which may restrict Our rights in certain cases. Please refer to 'When We can refuse to pay or reduce the amount We pay under a Claim' for more detail.

1. Accidental loss or damage to Your Vehicle (Comprehensive Cover only)

We will cover You for Accidental physical loss of or damage to Your Vehicle.

The above also includes Accidental physical loss of or damage to Your Vehicle:

- caused by Malicious Damage or Vandalism, fire, theft or attempted theft.
- happening while persons other than You are driving, using or are in charge of Your Vehicle with Your consent.

Limits

We will cover You up to the Applicable Limit less any applicable Excess(es) and other deductions permitted by the Policy terms.

See in particular 'Section 6. Claims' and 'Basis on which We settle Your Claim' in Section 6. Claims, for more detail on how We manage and settle any Claim under this section.

Excess

When making a Claim, You will need to pay or contribute to one or more Excesses. Please refer to 'Excesses' in this PDS and Our PEDG for more information on the types of Excesses that can apply and the circumstances in which they apply. The type and amount of any applicable Excesses will be specified in Your Policy Schedule. We will only pay the Claim if the Claim amount is more than the total amount of all applicable Excesses.

A Basic Excess will apply to an At Fault Claim under this Section unless otherwise advised. A Basic Excess will not apply to a Claim that is not an At Fault Claim or You can rely on the Glass Excess Waiver Optional benefit where applicable. Other Excesses may apply in addition to Your Basic Excess. These will be listed on Your Policy Schedule. The types that can apply and when they apply are in the PEDG.

2. Legal Liability (Comprehensive and Third Party Property Damage Covers)

Legal Liability for Property damage to other persons

We will cover Your legal liability for Accidental physical damage caused by You to another person's vehicle or property in Australia while using Your Vehicle, a Substitute Vehicle or a trailer or a caravan attached to it.

We will also extend this cover to:

- anyone driving, using or in charge of Your Vehicle with Your consent; or
- a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle with Your or the Driver's consent.

We will not cover legal liability where:

- the property damaged is Your own or is in Your custody or belongs to or is in the custody of someone to whom cover is extended above or Your spouse, Your child or other person normally living with You;
- the loss or damage caused is insurable under any statutory or compulsory third party insurance Policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability;
- the damage to another person's property when Your Vehicle is being transported rather than being driven, including while Your Vehicle is being loaded or unloaded from the means of transport;
- Your Vehicle is being offered for sale on Your behalf by another party; or
- the legal liability arises from death or Bodily Injury.

Provided We agree in writing, We will also pay for all reasonable legal costs and expenses, You or a person to whom cover is extended, in defending any court proceedings which may arise from a Claim covered under Section 3. Legal Liability above. We will not pay for any legal costs and expenses relating to any criminal or traffic enforcement proceedings.

Limit of legal liability

The most We will cover for each liability Claim (inclusive of any legal costs) is \$25,000,000 (GST inclusive).

3. Additional Policy benefits

In this section, unless We expressly state otherwise:

- the additional Policy benefits only apply to Comprehensive Cover or Third Party Property Damage Cover as specified in the heading;
- any payment We may make will be paid in addition to any amount payable under '2. Accidental loss or damage to Your Vehicle' or '3. Legal Liability' where applicable;
- any reference to a 'Insured Event' is only to one covered under '2. Accidental loss or damage to Your Vehicle', subject to the Policy terms; and
- no Excesses apply for the additional benefit Claim however Excesses may still apply in relation to a Claim for an Insured Event to which the Additional benefit Claim relates.

These 'additional Policy benefits' are per Claim unless it is stated in that section that it is all Claims combined.

i. Rental car following theft or not At Fault Claim (Comprehensive Cover only)

Where there is an Insured Event and Your Claim for that Insured Event is a not At Fault Claim, We will:

- arrange for You to be provided with a rental car of similar make or type; or
- if a rental car is not available and We agree to a daily travel allowance, We will pay You a daily travel allowance of up to \$80, until one of the following first occurs:
 - for theft, Your Vehicle is recovered undamaged and You have been told of its location;
 - for theft or a Not At Fault Claim where Your Vehicle is damaged, until Your Vehicle is repaired;
 - We settle Your Claim by paying the Applicable Limit; or
 - a maximum of 14 days.

We will not pay for:

- a rental or hire car unless the hire has been arranged by Us or approved by Us;
- a rental or hire car if Your Vehicle is safe to drive;
- the cost of fuel used during the rental or hire period;
- any other rental or hire car costs other than the standard daily rental or hire fee;
- any legal liability from the rental or hire car; or
- any Accidental loss of or damage to the rental or hire car.

ii. Replacement of new Vehicle after a Total Loss Applies in the first two years after original registration (Comprehensive Cover only)

If Your Vehicle was purchased new by You or You purchased Your Vehicle as an ex-demonstration model from a licenced motor dealer who was the first registered owner of the Vehicle and there is a Insured Event resulting in which the Vehicle becomes a Total Loss within two years of the starting date of the original registration, We will replace Your Vehicle with a new vehicle of the same make, model and series if one is available to Us from Your nearest capital city within 90 days of Us deciding Your Vehicle is a Total Loss.

Where the above does not apply, We will replace Your Vehicle with a new vehicle that is in Our reasonable opinion of a similar (where possible) make, model, series and manufacturer factory fitted accessories to Your Vehicle if one is available to Us from Your nearest capital city within 90 days of Us deciding Your Vehicle is a Total Loss, subject to Your consent.

In both cases, We will also pay for the on-road costs (including 12 months registration, stamp duty and compulsory third party insurance) of the new vehicle, provided You pay Us any refund amount obtained from Your Vehicle's registration and compulsory third party insurance. We do not cover the cost of replacing or purchasing an extended warranty or any other insurance(s).

Where Your Vehicle is financed, You must take reasonable steps to obtain written consent from Your financier for Us to provide a replacement vehicle.

If We replace Your Vehicle, Your Policy will cover Your new replacement vehicle as Your Vehicle until the end of the Period of Insurance. We will not require You to pay any additional Premium for this cover. However, if You pay by instalments, You need to continue to pay Your Premium for the remainder of the Period of Insurance.

If the We do not provide a replacement vehicle above, the most We will pay You is the Applicable Limit.

This benefit does not apply if the 'Lifetime Replacement Benefit (applicable to Lifetime value Policy only)' applies.

iii. Towing (Comprehensive Cover only)

Where there is an Insured Event that results in You are unable to use Your Vehicle, We will pay for the reasonable costs of towing Your Vehicle and any caravan or trailer attached to it, from the scene of the Insured Event to the nearest repairer, place of safety or any other place that We agree to within Australia.

iv. Vehicle being transported by ship (Comprehensive Cover only)

If Your Vehicle is being transported by ship within Australian waters, We will pay Your contribution for any general average and salvage charges if such maritime conditions apply.

v. **Trailer and caravan cover**
(Comprehensive Cover only)

Where there is an Insured Event, We will also pay for Accidental loss of or damage to any trailer or caravan which was attached to Your Vehicle at the time of the Insured Event. We will pay the lesser of \$2,000 or the Market value of the trailer or caravan. We will not pay for property being carried in or on the trailer or caravan.

vi. **Emergency repairs**
(Comprehensive Cover only)

We will reimburse You for the cost of emergency repairs necessary to enable You to drive Your Vehicle home after an Insured Event. The maximum We will pay in respect of each Claim is \$500. These expenses do not require Our authorisation before being spent.

vii. **Personal Effects**
(Comprehensive Cover only)

If Personal Effects belonging to You or Your Family are:

- Accidentally physically damaged in a collision involving Your Vehicle;
- stolen from Your locked Vehicle; or
- stolen at the same time as Your Vehicle is stolen,

We will at Our option:

- pay the amount of the loss or damage to the owner (You or Your Family) of, or
- repair or replace,

the Personal Effects.

The maximum We will pay in respect of any one Claim is \$1,000. No Excess is payable if the Claim is only for the stolen Personal Effects.

viii. **Transportation and accommodation costs**
(Comprehensive Cover only)

If Your Vehicle cannot be safely driven home after an Insured Event, We will reimburse You for the cost of:

- travel necessary to return You and Your passengers to Your home in Australia;
- transportation to collect Your Vehicle when it has been repaired; and/or
- temporary accommodation for You and Your passengers if Your Vehicle is damaged in an Accident more than 100km from home within Australia. Temporary accommodation does not include any pre-booked accommodation.

The maximum We will pay in respect of each Claim is \$500.

ix. **Re-keying and re-coding**
(Comprehensive Cover only)

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 provided:

- the theft of Your keys has been reported to the police (where this is reasonably possible); and
- the keys have not been stolen by a Family Member, invitee or person who resides with You.

The maximum We will pay in respect of each Claim is \$2,000. No Excess is payable if the Claim is only for the stolen Personal Re-keying and re-coding the keys to Your Vehicle.

Cover under this benefit does not entitle You to a Claim for a rental or hire vehicle or any other additional benefit.

x. **Child seat or baby capsule**
(Comprehensive Cover only)

If as a result of an Insured Event a child seat or baby capsule is physically lost or damaged, We will pay the reasonable costs to replace it, up to a maximum amount of \$500 for each Claim.

xi. **Finance gap cover**
(Comprehensive Cover only)

Following a Total Loss of Your Vehicle, We will pay 50% of the difference between:

- Your Vehicle's Applicable Limit; and
- Your finance contract residual liability, excluding arrears,

if the Applicable Limit is less than the finance contract residual liability, excluding arrears.

xii. **Artwork and signwriting**
(Comprehensive Cover only)

Where specialised paint or signage is shown on Your Policy Schedule as a Modification, We will pay the cost of reinstating artwork or signwriting on Your Vehicle if it suffers Accidental physical loss or damage as a result of an Insured Event up to the artwork or signwriting sum insured on your Policy Schedule.

xiii. **Return of stolen Vehicle**
(Comprehensive Cover only)

If Your Vehicle is found after an Insured Event where it is has been stolen but before We have settled Your Claim for that Insured Event, We will pay the reasonable costs to return the Vehicle to the address noted on Your Policy Schedule as the 'Overnight Parking Address'.

We will not pay more than \$5,000 for each Claim for this additional benefit. This benefit forms part of and is not payable in addition to the Applicable Limit applying to a Claim made for an Insured Event. We will deduct the amount paid or payable for this benefit from the Applicable Limit applicable to the Insured Event.

xiv. **Acquired companies**
(Comprehensive Cover only)

If:

- You gain a controlling interest in the subsidiary company, firm or business purchased, formed or acquired by You during the Period of Insurance;
- You advise Us of Your interest in the subsidiary company, firm or business within 30 days of the purchase, formation or acquisition; and
- You pay the Premium We assess as applicable for the hold covered period below;

We will cover You for up to a total of 10 vehicles (including any existing Vehicles which are covered) in respect of those vehicles for a period of 30 days from the date of such purchase, formation or acquisition (hold covered period).

No cover is provided for these Acquired Company vehicles beyond the hold covered period unless the insurance of the Vehicle is accepted by Us.

xv. **Chains, gates, ropes and tarpaulins**
(Comprehensive Cover only)

We will pay for Claims for theft of any chains, gates, ropes or tarpaulins which are attached to or within Your Vehicle when they are listed as an Accessories or Modification on Your Policy Schedule.

The maximum We will pay is \$5,000 for any one Claim.

xvi. **Lifetime repair guarantee**
(Comprehensive Cover only)

You have access to Our extensive network of approved repairers across Australia. These approved repairers must meet Our high standards around quality of work and services. By using an approved repairer, We can manage the repair process on Your behalf, and We will provide a lifetime guarantee on the workmanship of the repairs We authorise for as long as You own or lease Your Vehicle.

xvii. **Family expenses**
(Comprehensive Cover only)

If a person driving Your Vehicle with Your consent sustains Bodily Injury as a result of an Accident involving Your Vehicle and is admitted to hospital for treatment with a minimum stay of one night as a result of the Insured Event and Your Vehicle was more than 100km from its Overnight Parking Address at the time of the Accident, We agree to pay for the reasonable cost of transport and accommodation (within Australia only) incurred by the injured driver's family member to get to the hospital. We will pay up to \$3,000 for any one Claim and \$9,000 for all Claims combined.

xviii. **Tyre replacement**
(Comprehensive Cover only)

We will pay for the cost to replace Your tyres which have been damaged as a direct result of an Insured Event with new tyres of similar make and specification, provided that the damaged tyres remaining tread conformed with legal requirements at the time of damage to Your Vehicle and are not recapped or re-treaded tyres.

xix. **Fire brigade and emergency services**
(Comprehensive Cover only)

If as a result of an Insured Event charges are imposed on You by the fire brigade, police or any government emergency services We will pay up to \$25,000 for Your liability for these, provided cover is not available under other insurance or membership benefit scheme held by You.

xx. **Liquified Petroleum Gas (LPG) conversion**
(Comprehensive Cover only)

We will provide cover for Your Vehicles which have been modified to operate on LPG provided:

- such modification has been carried out in accordance with the relevant statutory standard; and
- this modification is listed as a Modification on Your Policy Schedule.

xxi. **Lifetime replacement benefit**
(Comprehensive Cover – Lifetime value only)

If

- an Insured Event results in a Total Loss to Your Vehicle;
- Your Policy Schedule shows You have selected the Lifetime value Benefit;
- You are the first registered owner of Your Vehicle or You purchased Your Vehicle as an 'ex-demonstration' model from a licensed motor dealer who was the first registered owner of the Vehicle;
- Your Vehicle has been continuously insured under Our OneMotor insurance Policy, from a period starting within three months of Your Vehicle first being purchased until the time of the incident; and
- anyone who financed Your Vehicle provides Us with written consent to Us replacing Your Vehicle,

Where possible, We will provide You with a new vehicle that is the same or similar to the make, model, series and manufacturer factory fitted accessories of Your Vehicle that is available to Us from Your nearest capital city within 90 days of Us deciding Your Vehicle is a Total Loss.

Where Your Vehicle is financed, We will require written consent from Your financier or credit provider to provide a replacement vehicle.

If We replace Your Vehicle, Your Policy will cover Your new replacement vehicle as Your Vehicle until the end of the Period of Insurance. We will not require You to pay any additional Premium for this cover. However, if You pay by instalments, You need to continue to pay Your Premium for the remainder of the Period of Insurance.

If We cannot replace Your Vehicle above then We will pay You the reasonable replacement cost of a vehicle of our choice that is in Our reasonable opinion of a similar (where possible) make, model, series and manufacturer factory fitted accessories to Your Vehicle.

In all cases, We will also pay for the on-road costs (including 12 months registration and compulsory third party insurance) of the replacement vehicle, provided You pay Us any refund amount obtained from Your Vehicle's registration and compulsory third party insurance. We do not cover the cost of replacing or purchasing an extended warranty or any other insurance(s).

xxii. **Temporary insurance cover on replacement or additional Vehicles**
(Comprehensive and Third Party Property Damage Covers)

If:

- You purchase or lease a replacement or additional registered vehicle(s) during the Period of Insurance; and
- at that time You had three or more vehicles listed on Your Policy Schedule under summary of cover,

We will cover the above replacement or additional registered Vehicle(s) for up to 30 days on the same terms, however:

- We will only cover You for the amount shown on Your receipt, not taking into account any trade-in value or other credits or debits;
- this temporary insurance cover starts on the date You receive the replacement or additional vehicle.

We will cover You for up to a total of 10 vehicles (including any existing Vehicles which are covered) in respect of those vehicles for a period of 30 days from the date of the purchase or acquisition (hold covered period).

No cover is provided for such vehicles beyond the hold covered period unless the insurance of the Vehicle is accepted by Us.

xxiii. **Uninsured motorists' extension**
(Third Party Property Damage Cover only)

We will cover You for Accidental physical loss of or damage to Your Vehicle where:

- this is caused by the driver of another vehicle;
- that driver does not have insurance for damage caused to Your Vehicle;
- You (or the person driving, using or in control of Your Vehicle with Your consent) did not cause or contribute to the Accident; and
- the driver of the other vehicle and/or their vehicle can be identified (e.g name and address or vehicle registration number),

up to a maximum amount of \$4,000 for each Claim, including the cost of protection, removal and towing. No Excesses apply to this benefit.

4. Optional benefits (Comprehensive Cover only)

Your Policy Schedule will show which, if any, of the following optional benefits You have selected. They are only available when You have taken a OneMotor – Comprehensive Policy with Us and the relevant optional benefit is specified as applicable on Your Policy Schedule

In this section, unless We expressly state otherwise:

- any payment We may make will be paid in addition to any amount payable under '2. Accidental loss or damage to Your Vehicle';
- any reference to a 'Insured Event' is only to one covered under Section 2. Accidental loss or damage to Your Vehicle, subject to the Policy terms; and
- no Excesses apply for the Additional benefit Claim however Excesses may still apply in relation to a Claim for an Insured Event to which the optional benefit Claim relates.

Depending on the optional benefits selected, Your Premium may change.

Business extension – stock, tools and equipment

Description
<p>We will pay for Accidental physical loss of or damage to Your stock, tools and equipment of trade when caused by:</p> <ul style="list-style-type: none"> • fire, lightning, explosion or Malicious Damage or Vandalism whilst secured on or in Your Vehicle; • theft following forcible and violent entry to Your securely locked Vehicle and/or toolbox permanently attached to Your Vehicle; or • collision or overturning of Your Vehicle when conveying the stock, tools and equipment of trade. <p>We pay up to the limit specified as applicable to this optional benefit in the Policy Schedule for each Claim. For each item, We will pay the lesser of:</p> <ul style="list-style-type: none"> • the cost of repair or replacement of the lost or damaged item; or • \$1,000. <p>If only part of the item is damaged, We will only pay for that part plus the cost of any necessary dismantling and reassembling.</p>

Choice of repairer

Description
<p>After an Insured Event We will help You find a repairer or You can choose Your own.</p> <p>If You choose Your own repairer, We may require a second quotation from a repairer chosen by Us to make sure the quote You have received is reasonable.</p> <p>We will then choose (subject to any relevant Policy limits and acting reasonably) to:</p> <ul style="list-style-type: none"> • authorise the repairs at Your repairer of choice; • pay You the reasonable cost of repairing Your Vehicle; or • move Your Vehicle to a repairer We both agree will repair Your Vehicle. <p>In choosing Your own repairer, You must</p> <ul style="list-style-type: none"> • take reasonable steps to ensure they have all the necessary qualifications, licences and authorisations required by law to repair Your vehicle; and • obtain Our authorisation for the repairs before these repairs are commenced (not to be unreasonably withheld). <p>We will not cover any additional costs which You may incur through delays or difficulties You, or Your selected repairer or supplier has in obtaining parts or carrying out the repair.</p>

Glass Excess waiver

Description
<p>If Your Vehicles windscreen, window, sunroof or mirror glass suffers Accidental physical damage as a result of an Insured Event, We will waive the Basic Excess.</p> <p>This optional cover only applies:</p> <ul style="list-style-type: none"> • to two Claims in any single Period of Insurance; and • if the damage to the windscreen, window, sunroof or mirror glass is the only damage to Your Vehicle. <p>Damage to an electrical mechanism or housing for the windscreen, window, sunroof or mirror glass is not considered as damage to windscreen, window, sunroof or mirror glass.</p>

Hire, rental or loan car

Description
<p>If as a result of an Insured Event, Your Vehicle is no longer safe to drive, We will:</p> <ul style="list-style-type: none">• provide You with a hire, rental or loan car; or• if a hire, rental or loan car is not available, pay You a daily travel allowance of \$80. <p>If We provide You a hire, rental, loan car or daily travel allowance, this will be provided from:</p> <ul style="list-style-type: none">• the date repairs to Your Vehicle are authorised by Us; or• the date Your Vehicle is made available for repairs to be commenced, <p>whichever is the latter.</p> <p>We will provide the hire, rental or loan car or daily travel allowance:</p> <ul style="list-style-type: none">• for a maximum period of 14 days;• until the repairs have been completed; or• until We settle Your Claim by paying the Applicable Limit, <p>whichever happens first.</p> <p>We will not pay for:</p> <ul style="list-style-type: none">• a hire, rental or loan car unless its hire/rental/loan has been arranged by Us or approved by Us;• the bond, insurance excess or other additional costs associated with the hire, rental or loan car;• the cost of fuel used while driving the hire, rental or loan car; or• any loss of or damage to the hire, rental or loan car. <p>Special Exclusion We do not cover You when You have made a Claim under the additional benefit 'Rental car following theft or a not At Fault Accident (Comprehensive Only)' unless that benefit has been exhausted in which case, We will allow You to Claim up to the maximum period of 14 days.</p>

5. Claims

If any of the Claim's terms and conditions are not met by You or any other person covered by Your Policy, We may, acting reasonably and depending on the circumstances:

- refuse to pay a Claim or reduce the amount We pay, where the failure caused or contributed to the relevant loss, damage or liability (in whole or part) or has otherwise caused us prejudice; and/or
- cancel Your Policy,

except to the extent We state otherwise and subject to applicable law. For more detail on Our rights and restrictions regarding these rights refer to 'When We can refuse to pay or reduce the amount We pay under a Claim'.

What You must do

You should contact Us as soon as reasonably possible if You need to make a Claim. At all times, when You deal with Us, You must act in accordance with Your duty of utmost good faith to Us under section 13 of the Insurance Contracts Act. This includes but is not limited to being honest and truthful. We also have this duty to You.

If You are aware of an event or circumstance which may give rise to a Claim You must:

1. take all reasonable steps to prevent any further loss, damage or liability from occurring.
2. take all reasonable steps to keep and safeguard any damaged insured property, so if required, We can inspect it.
3. as soon as reasonably possible, depending on the laws of the State or Territory in which the Insured Event or circumstance occurs, You must:
 - contact the police if any person was injured;
 - request the police to attend the scene; and/or
 - go to the local police station to complete a 'Self Reporting Collision Form' if the police inform You that it is not necessary for them to attend the scene of the Accident.
4. You must contact the police immediately if Your Vehicle is stolen or loss or damage is caused by Malicious Act or Vandalism.
5. as soon as reasonably possible, send to Us, any documents You receive which suggest there is, or may be, a Claim made against You under the Legal Liability cover of Your Policy. This may include letters, emails, notices, or court documents that refer to bringing action against You or seeking compensation for injury or damage.
6. if requested by Us, supply Us with all relevant information and assistance We may reasonably require in relation to the Claim. This includes relevant information and assistance that will allow Us to:
 - consider whether the Claim is covered under Your Policy (including in relation to any precontractual disclosures or representations or other insurance that may cover the Insured Event or circumstance);
 - settle the Claim. For example, We may need to inspect Your Vehicle to determine the loss or damage or cause of it. A motor vehicle assessor will usually be appointed by Us. We or Our assessor will make the necessary arrangements with You;
 - defend You in relation to any Claim; and
 - seek any recoveries in relation to the Claim.

What You must not do

You must not:

- drive Your Vehicle if it's unsafe or not drivable;
- authorise any repairs or arrange replacement of Your Vehicle without Our consent or where not otherwise permitted by Your Policy – See in particular Additional Policy benefits section under the heading 'Emergency repairs';
- admit liability for, or negotiate to settle, any Claim against You (or any other person covered under Your Policy) without Our consent; or
- enter into any agreement with anyone else which could limit the amount that could be recovered from them but for that agreement, unless this is necessary to protect the safety of a person or to preserve property or it is not reasonably possible for You not to do it.

We may need to take possession of Your Vehicle

When You make a Claim, We may need to take possession of Your Vehicle and deal with the damage in a reasonable manner.

If, for some reason We don't do this, You will need to take all reasonable steps to look after the damaged property until it is rebuilt, repaired, or replaced.

GST

We will adjust any Claim payment in accordance with the GST provision detailed under 'Goods and Services Tax (GST) and Input Tax Credit Entitlement (ITCE)'.

Excess(es)

If You make a Claim under Your Policy, You will be required to pay or bear one or more Excesses (subject to Our right to waive any Excess). We will only pay the Claim if the Claim amount is more than the amount of all applicable Excesses. If We settle Your Claim by making a cash payment to You, We will deduct all applicable Excesses from the amount We pay to You. In other circumstances, You may need to pay the applicable Excesses as a contribution to the repair or replacement. Any sums insured or limits We pay up to are less any Excesses that apply. The descriptions of any Excesses and the circumstances in which any Excesses are applied are explained in this PDS, Your Policy Schedule and other documents forming Your Policy and the PEDG. The amount of any Excesses applicable to Your Policy will be provided to You before You agree to enter a Policy with Us. Please refer to our PEDG for more information regarding excesses.

Deductions from what We pay

We may only ever refuse to pay or reduce the amount We pay under a Claim to the extent permitted by applicable law.

Where there is a valid Claim and You comply with the terms and conditions of Your Policy, the Applicable Limits that We pay up to can be affected and/or reduced by other things specified in Your Policy. These can include (where applicable):

- Excess(es) You must bear or contribute;
- any outstanding Premium;
- Your GST Input Tax Credit Entitlements;
- deductions from what We pay as specified in a cover section;
- amounts payable to other specified persons in relation to the Claim; and
- recoveries You or We might make relevant to a loss as set out in Your Policy terms (e.g. salvage).

We will tell You what deductions We believe will apply when We make a decision in relation to the Claim.

Defence of Claims against You

We are entitled to represent You, or any other person covered under Your Policy:

- in the negotiation, defence, settlement, or any legal proceedings relating to a Claim on Your Policy; and
- in any proceedings to recover any money We have paid under Your Policy.

How We run any negotiations, proceedings and Claim settlements is at Our discretion. We will act reasonably having regard to Your interests and will keep You informed.

Recovery

We can recover any Claim that We have paid from someone else We consider responsible for the incident, subject to applicable law. We have full discretion in the way We conduct, settle or defend any Claim made in Your name.

If We end up recovering more than We paid to You on Your behalf, We will pay You the balance as soon as reasonably practicable after We've recovered this amount.

We will act reasonably having regard to Your interests and will keep You informed if You ask Us to.

Basis on which We settle Your Claim

For a Claim made under 'Section 2. Accidental loss or damage to Your vehicle', at our option We will:

- repair any covered damage to Your Vehicle; or
- pay You the reasonable cost of repairing any covered damage to Your Vehicle; or
- pay You the Applicable Limit.

However, where the Additional benefit 'Replacement of new Vehicle after a Total Loss in the first two years after original registration (Comprehensive Only)' or 'Lifetime Replacement Benefit (Comprehensive Agreed value – Lifetime value only)' applies, We will settle Your Claim in accordance with the terms of the applicable benefit.

We will adjust Your Claim payment in accordance with the GST provision in the 'Other information' section of this Policy.

We will also settle Your Claim in accordance with the other provisions of this 'Claims' section where relevant.

Spare parts, extras and accessories

If We are unable to repair a part, We will use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used. For windscreen or window glass repairs, We might use glass that is different from the original, but the glass and repairs will meet ADR.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessories. In the event that any spare part, extra or accessories cannot be obtained immediately, We may choose to pay You the value of the spare part, extra or accessories (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessories.

Sublet repairs

If Your Vehicle requires Us to engage the services of a specific specialist repairer and/or supplier, We may sublet that component to such repairer or supplier.

Undamaged areas or parts

We do not repair undamaged areas of Your Vehicle to give it a uniform appearance. For example, We will not pay to respray undamaged areas on other parts of Your car. We also do not cover the costs to replace the parts of a whole set that were not damaged or stolen in an Accident. For example, if only one wheel and tyre are damaged in an incident, We will only pay to replace the damaged wheel and tyre, not the whole set.

Improvements, defects and pre-existing damage

When We repair Your Vehicle, We will not:

- repair or pay to repair Your Vehicle to a better standard, specification or quality existing before the loss or damage;
- fix or pay to fix a fault or defect in Your Vehicle or fix to pay to fix faulty repairs other than to the extent We are responsible for repairs We authorised;
- repair or pay for repairing pre-existing damage. See 'Contribution to repairs'

Contribution to repairs

There may be instances where We are unable to carry out accepted repairs due to pre-existing damage to Your Vehicle (e.g neglect, wear and tear, weathering, rust, mould, mildew or corrosion). In such instances, We will ask You to pay for the cost of repairing the pre-existing damage so that repairs covered by Your Policy can be carried out safely. If You do not want to pay these amounts, We will pay You the amount of the assessed quote from our preferred repairer for the repairs directly related to the accepted Claim.

Guarantee and warranty

Goods supplied in the repair or replacement of Your Vehicle come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Salvage of Your Vehicle when it is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Claim, for Your Vehicle, unless We tell You otherwise:

- the wreckage of Your Vehicle will become Our property; and
- We will keep the proceeds of any salvage sale.

If You or Your financier or credit provider or Your lessor ask Us to keep the wreck, We will act reasonably in deciding whether to agree to this. If We agree, We'll either:

- deduct its estimated salvage value before We pay out Your Claim; or
- ask You to pay it to Us before We replace Your Vehicle.

Payment of unpaid Premium when Your Vehicle is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Claim for Your Vehicle, the amount of any unpaid Premium for the Period of Insurance will be deducted from the amount payable to You.

No return of Premium after a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Claim for Your Vehicle, no return of Premium will be made for any unexpired portion of the Period of Insurance.

If We are replacing Your Vehicle under 'Replacement of new Vehicle after a Total Loss in the first two years after original registration' or 'Lifetime Replacement Benefit', this Policy will continue to cover Your new replacement vehicle until the end of the Period of Insurance, subject to Policy terms and conditions.

6. General exclusions

The following exclusions apply to all cover under Your Policy to the extent relevant, subject to applicable law which may restrict our rights in certain circumstances. For more detail on these restrictions see 'When We can refuse to pay or reduce the amount We pay under a Claim'.

Any reference to 'loss or damage' in the exclusions also includes costs or expenses.

Your Policy excludes:

Actions of microbe
loss, damage or liability caused directly or indirectly from mildew, mould or fungi to Your Vehicle.
Accessories or modifications
loss of or damage to any Accessories or Modification, unless it is specified listed as covered in the Schedule as a covered Accessories or Modification
Acts of terror
loss, damage or liability relating to or in any way connected with any Act of Terrorism including an action or threat designed to influence or intimidate a government or the public (or any group of the public) with the intention of advancing a political, religious, ideological, or similar purpose.
Acts of war
loss, damage or liability relating to or in any way connected with: <ul style="list-style-type: none"> acts of war including war (declared or not), including invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, and civil commotion amounting to an uprising, military, or usurped power; actions taken to suppress, prevent, or control acts of war; or looting, sacking, or pillaging following an act of war.
Affected by drugs or alcohol
loss, damage or liability where the person driving, using or in control of the Vehicle at the time of the Insured Event was found to be affected by alcohol and/or any drug: <ul style="list-style-type: none"> for more than the legal limit applying in the state or territory that the Claim event occurred in; or refuses to submit to any test to determine the level of alcohol and/or drugs when reasonably requested by police. This exclusion does not apply to You if You can prove that You did not consent to that person driving, using or being in control of Your Vehicle.
Airside
loss, damage or liability where Your Vehicle is used airside at any airport.
Animal damage
loss, damage or liability caused directly or indirectly to Your Vehicle from gradual damage caused by animals, rodents, insects, termites, or other pests/vermin.
Asbestos or silica
loss, damage or liability relating to or in any way connected with: <ul style="list-style-type: none"> the removal or cleaning up of asbestos or silica; the presence of asbestos or silica; the inhalation of asbestos or silica; exposure to asbestos or silica; or the fear of the consequences of exposure to asbestos or silica or inhalation of asbestos or silica.
Claimable events and consequential loss
Consequential financial or non financial loss or loss, damage or liability You are not specifically covered for as an Insured Event under Your Policy. This can include (unless expressly specified otherwise as covered): <ul style="list-style-type: none"> loss of income or profit, loss of use, loss or contract or other economic loss arising from an Insured Event; costs to clean up following an Insured Event; or other similar types of consequential loss.
Cleaning, modifying, repairing, servicing or restoring
loss or damage caused as a result of cleaning, modifying, repairing, servicing or restoring Your Vehicle, except where this is caused by Us or on Our behalf.
Contractual liability
loss, damage or liability from an indemnity or undertaking given or contracted by You relating to Your Vehicle without Our written consent, provided that this exclusion will not apply if such liability: <ul style="list-style-type: none"> would have attached notwithstanding such undertaking or indemnity; or was assumed under a contract which was specifically designated in Your Policy Schedule.
Cranes and lifting devices
loss, damage or liability from the operation of any crane or lifting device (including winches) insured by Your Policy whilst being used in any raising, carrying or lowering operation in which a single load is shared by two or more cranes or lifting devices, except to the extent We expressly state otherwise in Your Policy Schedule.
Dangerous chemical or flammable substances
loss, damage or liability relating to or in any way connected with: <ul style="list-style-type: none"> the storage of dangerous chemicals or flammable substances where the quantities stored exceed statutory limits or other limitations set by a statutory authority or applicable law; or any process of cleaning which involves using chemicals other than domestic household chemicals.

Defects and faults
loss or damage to Your Vehicle relating to or in any way connected with any defect or fault in design, workmanship, material product, or structure including structural failure (defects). However, this exclusion will not apply: <ul style="list-style-type: none"> • if the defect existed before the start of the Period of Insurance and You were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect before that time. • to resultant Accidental damage otherwise covered by the Policy where You were not and could not have been reasonably aware of the defect before the occurrence of the Accidental damage. We will not pay for the cost of the rectification of the defect itself. Once You are aware of a defect You need to fix it as soon as reasonably possible.
Deliberate damage
loss, damage or liability caused directly or indirectly by any deliberate or reckless act, omission or inaction (including theft or misappropriation) by: <ul style="list-style-type: none"> • You or a person acting on Your behalf; or • a person acting with Your consent or the consent of a Declared Driver or person covered by the Policy. This includes any such act, omission or inaction that result in loss or damage being caused by a Natural peril. This exclusion will not apply where We have reviewed the Claim and are reasonably satisfied that a person covered by Your Policy, who has a financial interest in the Vehicle and at the time of the act: <ul style="list-style-type: none"> • was the victim of domestic violence, coercion or was a vulnerable person; and • did not contribute to, assist, facilitate or cause the loss or damage.
Diminished value
any diminished value of Your Vehicle after it has been lost or damaged and repaired and the repairs have been carried out correctly (which includes any loss or damage to vehicle identifiers, such as the original compliance, build or VIN information).
Electrical or mechanical breakdown
electrical or mechanical breakdown (including failure and defects) to Your Vehicle.
Failure of computer or similar equipment
loss or damage caused directly or indirectly to Your Vehicle from failures, defects or breakdowns which are mechanical, structural, electronic or electrical or which are connected with computers or computer related technology including computer chip or control logic.
Good repair and condition
loss, damage or liability directly or indirectly caused by Your failure to take reasonable steps to maintain Your Vehicle in good repair and condition.
Gradual damage, wear and tear
loss, damage or liability directly or indirectly caused by depreciation, wear and tear, rust or corrosion to Your Vehicle, including damage that has occurred over a period of time, such as stone chips and deterioration of the car's paint and interior.
Illegal activities
loss, damage or liability where the loss or damage directly relates to the participation in illegal activities by: <ul style="list-style-type: none"> • You or a person acting on Your behalf or • a person acting with Your consent or the consent of a Declared Driver.
Infectious or communicable disease
loss, damage or liability arising out of the actual or alleged transmission of an infectious or communicable disease.
Lawful action
loss, damage or liability directly or indirectly caused by lawful seizure, requisition, confiscation, damage, detention, nationalisation or destruction of Your Vehicle.
Medical advice
You are not covered for loss, damage or liability caused by or arising out of the use of Your Vehicle at the time of the Insured Event by any person who has received medical advice that their ability to drive a car is impaired by a medical condition or treatment.
Motor sport
loss, damage or liability if at the time of the Insured Event Your Vehicle is used for any motor sport or time trial or was being tested in preparation for any motor sport or time trial or on a track or club days.
Motor trade or demonstration
loss, damage or liability if at the time of the Insured Event Your Vehicle is being used in connection with the motor trade for experiments, tests, trials or demonstration purposes. This includes tests or experiments for speed, hill climbing or performance reliability, and all preparation for these tests.
Natural peril
loss or damage occurring within the first 72 hours of the initial commencement of Your Policy (excluding renewals) caused by: <ul style="list-style-type: none"> • bushfire or grassfire • storm or hail; • earthquake; • Flood; • named cyclone; and/or • tsunami. Exceptions to the above are when this Policy commenced: <ul style="list-style-type: none"> • immediately following the expiry of a Policy (other than from cancellation or avoidance) that provided a comparable kind of cover (e.g Comprehensive) for Your vehicle; or • on the same day You took possession of Your Vehicle.
Not roadworthy
loss, damage or liability if at the time of the Insured Event Your Vehicle is being used whilst in an unsafe or unroadworthy condition. For example, if Your Vehicle has unrepaired damage, rust, mechanical or other damage that makes it unsafe to drive, or it's not in a condition to meet the registration requirements in a State or Territory.
Nuclear, biological or chemical contamination
loss, damage or liability relating to or in any way connected with pollution and contamination from nuclear, biological or chemical sources.

Outside of Australia
loss, damage or liability which arises outside of Australia, except to the extent We expressly state otherwise in Your Policy.
Overloaded
loss, damage or liability if at the time of the Insured Event Your Vehicle is being used to: <ul style="list-style-type: none"> • carry passengers; or • carry or tow a load, which is greater than it is designed for or legally allowed to carry.
Paid driving tuition
loss, damage or liability if at the time of the Insured Event Your Vehicle is being used for paid driving tuition.
Pre-existing damage
damage to Your Vehicle or insured property that had occurred prior to the start of the Period of Insurance You were aware of, or which a reasonable person in the circumstances would have been aware of.
Renting or hiring
loss, damage or liability arising directly or indirectly from renting or hiring of a vehicle by You or to another person except to the extent cover is provided under a cover or benefit applicable under Your Policy.
Sanctions and embargoes
loss, damage or liability where provision of any cover, payment or benefit under Your Policy is prohibited by any law, sanction, prohibition, embargo or restriction under United Nations resolutions or any other applicable trade or economic sanctions, laws or regulations in Australia or elsewhere.
Security and protection
loss, damage or liability directly or indirectly caused by Your failure to take reasonable steps to secure and protect Your Vehicle. Reasonable steps include removing Your keys and locking Your Vehicle when unattended.
Sparks, ashes or carbon
loss, damage or liability caused directly or indirectly by sparks, ashes or carbon from Your Vehicle.
Tyre damage
tyre damage caused by braking, road punctures, cuts or bursts.
Unlicensed driver
loss, damage or liability if at the time of the Insured Event, the driver (including You) is not properly licenced to drive Your Vehicle. This exclusion does not apply if You can prove that: <ul style="list-style-type: none"> • You did not consent to that person driving Your Vehicle; or • You had no reason to suspect that they were not properly licenced or not complying with any licence restrictions or conditions.
Unregistered vehicles
loss, damage or liability if at the time of the Insured Event the vehicle is unregistered or did not meeting relevant government transport regulations or applicable law.
Use of Your Vehicle for Rideshare or reward
loss, damage or liability if Your Vehicle at the time of the Insured Event is used: <ul style="list-style-type: none"> • as a chauffeur, taxi, limousine or for charters; • to carry passengers for hire, fare or reward (including Rideshare) except under a private pooling arrangement; or • to deliver goods for a fee as a contractor or otherwise e.g. food delivery, parcel couriers. If Your full-time employer pays You a travelling allowance, We will not consider such an allowance as hire, fare or reward.

7. General terms and conditions

These general terms and conditions apply (where relevant) to all covers under Your Policy. Other terms and conditions may apply as set out in Your Policy.

If any Policy terms and conditions are not met by You or any other person covered by Your Policy, We may, acting reasonably and depending on the circumstances:

- refuse to pay a Claim or reduce the amount We pay, where the failure caused or contributed to the relevant loss, damage or liability (in whole or part) or has otherwise caused us prejudice; and/or
- cancel Your Policy,

except to the extent We state otherwise and subject to applicable law. For more detail on Our rights and restrictions regarding these rights refer to 'When We can refuse to pay or reduce the amount We pay under a Claim'.

Your general obligations

At all times:

- You must act in accordance with Your duty of utmost good faith to Us under section 13 of the Insurance Contracts Act. This includes but is not limited to being honest and truthful. We also have this duty to You.
- You must take reasonable steps to
 - avoid or minimise loss, damage the risk of theft or liability;
 - maintain the vehicles and other items insured under Your Policy in good repair and roadworthy condition; and
 - comply with all applicable laws, including in relation to those concerning the safety of persons or property.
- You must ensure Your Vehicle is only used for the Usage specified in Your Policy Schedule;
- You must not assign or transfer any interests in Your Policy without Our prior written consent.

Telling us about changes during the Period of Insurance

During the Period of Insurance, You must tell Us about any of the following things as soon as reasonably possible (subject to applicable law):

- if any of the information We have listed about You or the Vehicles on Your Policy Schedule changes as this information forms the basis on which We have agreed to insure You. This includes changes to:
 - the Vehicle, including any Accessories or Modification (eg You change the fuel type of Your Vehicle or a sunroof is added to Your Vehicle) or its replacement;
 - the drivers of Your Vehicle;
 - the Overnight Parking Address or type of Overnight Parking Address (e.g. a locked garage);
 - the annual kilometres driven that You have nominated in Your Policy Schedule;
 - Vehicle Usage e.g from Private Use to Business Use;
 - any security or tracking devices on Your Vehicle are modified or no longer operational;
 - the nature of Your business; or
 - the financier or credit provider or any finance or credit.

You don't need to tell Us about changes We are aware of.

Except to the extent Your Policy expressly provides otherwise and subject to applicable law and the type of change notified, We may (amongst other things):

- if the notified change would require a variation to the policy terms, agree (on terms acceptable to Us) or refuse to agree to any such variation;
- if We agree to a variation and the change affects the Premium payable, provide You with a Premium adjustment (up or down); or
- cancel the Policy; or
- choose not to renew the Policy.

Notices

We will send Policy documents and Policy related communications to Your nominated Intermediary representing You (unless otherwise advised) electronically, including by email. So, to make sure We can always stay in touch, You will need to keep Your Intermediary updated with Your current address, email address and Australian mobile phone number. If You advise Us, You no longer have an Intermediary, any reference to Us providing notices to Your Intermediary is to You.

Subject to applicable law, You will be deemed to have received each electronic communication 24 hours from the time We send it. Any questions? Just let Your Intermediary know. If You prefer, You can request to receive the Policy and related documents by post, simply inform Your Intermediary if this is the case.

A notice to You is treated as a notice to all insured parties. It is therefore important that You tell Us of any change of address as soon as possible.

Cooling off period

When You take out a new Policy or renew a current Policy with Us, We give You a cooling off period of 21 days. The cooling off period starts from:

- the date and time We issue a new Policy to You; or
- the commencement date and time of Your Policy,

whichever occurs earlier.

If You want to cancel Your Policy during the cooling off period, You must tell Your intermediary You want to do that. If You cancel Your Policy during the cooling off period, as long as You have not made a Claim during this period, We will refund Your Premium less any non-refundable government charges where applicable.

We will also refund any agent fee that has been added to the Premium.

Please note that Your intermediary may charge You an intermediary fee which does not form part of Your Premium with Us.

Cancelling Your Policy

You may cancel Your Policy at any time by giving notice to Your Intermediary (or Us if You do not have one). Cancellation will take effect from 4pm on the day You nominate the cancellation, or such other time otherwise agreed between Us and You.

Subject to applicable law, We may, acting reasonably cancel Your Policy as set out in the Insurance Contracts Act 1984 (Cth) by giving You written notice to that effect. This includes where:

- You failed to comply with the duty of the utmost good faith;
- You failed to comply with the duty to take reasonable care not to make a misrepresentation to Us before entering into, varying, extending or renewing Your Policy;
- You failed to comply with a provision of Your Policy, including a provision with respect to payment of the Premium;
- You have made a fraudulent Claim under Your Policy or under some other contract of insurance (whether with Us or with some other insurer) that provides insurance cover during any part of the period during which Your Policy provides insurance cover;
- You failed to notify Us of any specific act, omission or failure that has occurred after Your Policy is entered into where notification is required under the terms of Your Policy; or
- the effect of Your Policy is to authorise Us to refuse to pay a Claim, either in whole or in part, by reason of an act or omission or failure of You or of some other person and, after Your Policy was entered into, such an act or omission or failure has occurred, subject to applicable law. For more detail on our rights and restrictions regarding these rights refer to 'When We can refuse to pay or reduce the amount We pay under a Claim'.

When We cancel Your Policy, it will have effect from whichever of the following times is the earliest (unless We tell You otherwise in Our cancellation notice and subject to applicable law):

- the time another policy of insurance replacing Your Policy is entered into by You; or
- 4pm of the third (3rd) business day after the day on which notice was given to You, unless:
 - specified otherwise; or
 - a policy is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4pm on the fourteenth (14th) business day after the day on which notice was given to You.

Your Policy with Us will end from the time of cancellation (unless it ends sooner). You will not have cover for Insured Events occurring after that time unless Your Policy expressly states otherwise. Cancellation does not affect any rights You may have under Your Policy prior to its cancellation. For Your rights to any Premium refund in relation to a cancellation see 'Refund on Cancelled Policy'.

Refund on Cancelled Policy

If:

- Your Policy is cancelled;
- You have paid the Premium due to date on Your Policy and there are no arrears; and
- You have not made a Total Loss Claim.

We will refund You the proportion of the Premium which has been paid in advance (for example, if the Period of Insurance is 12 months and You have been covered for six (6) months We will refund half the annual Premium), less any government taxes or duties paid by Us in relation to Your Policy We cannot recover.

If You have made a Total Loss Claim under Your Policy and We have agreed to the Claim, We will not return any Premium.

Any agent fee that has been added to the Premium will only be refunded if Your Policy is cancelled within the cooling off period or where the cancellation is effective from the start of the Period of Insurance.

Renewing Your Policy

This PDS (together with any amendments, updates or endorsements to it that We agree with You in writing, or which apply where permitted by applicable law) will also apply for any offer of renewal We make, unless We tell You otherwise.

If We offer to renew Your Policy (renewal is not guaranteed), We will send You a renewal offer. If You make any changes to the renewal offer after We send it, and We agree to those changes, We will send You an updated Policy Schedule and advise You of any change in Premium that may apply.

Other Insurance

To the extent permitted by applicable law, this insurance does not cover any loss, liability, damage or expense which is insured or would but for the existence of or cover provided under this Policy, be insured by any other policy or policies (whether such insurance is primary, excess, contingent or on any other basis and regardless of the nature, kind, date of issue or limits of such other insurance). The intent is that this Policy shall not be drawn into contribution with such other insurance.

Where the above clause is not effective, if at the time of any Claim there is other insurance covering the same risk or any part thereof, We shall not be liable for more than Our rateable proportion thereof.

Goods and Services Tax (GST) and Input Tax Credit Entitlement (ITCE)

Your Policy, the amounts insured and the Premium that You pay are subject to GST. You may be able to claim an ITCE for the GST that You pay on the Premium for Your Policy. Please advise Us of Your ITCE when or before You make a Claim on Your Policy. If You are eligible to claim an ITCE, We will deduct this amount from any payment We make to You.

We recommend that You seek advice from a financial advisor if You are unsure about the tax implications of Your Policy.

Governing law and jurisdiction

Your Policy is governed by the laws of the State or Territory in Australia where Your Policy is issued and any disputes in connection with Your Policy are subject to the jurisdiction of the courts of Australia.

Policy Interpretation

Headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:

1. a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, successors, re-enactments and replacements thereof;
2. a word importing the singular includes the plural (and vice versa);
3. a word indicating a gender includes every other gender;
4. the words 'include', 'including', 'for example', 'particularly' or 'such as' or equivalent are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
5. any examples provided are subject always to Your Policy terms and applicable law; and
6. a reference to '\$' or 'dollar' is to Australian currency.

8. Definitions

Defined Term	Definition
Accessories or Modification	<p>means:</p> <ul style="list-style-type: none"> • items specifically manufactured to only be used while fitted to a Vehicle and which are not reasonably capable of being used separate from a vehicle; or • any alteration to a vehicle's standard engine, exhaust system, body, interior, suspension, wheels or paintwork that changes the functionality, performance, security or value of the vehicle from the manufacturer's original design. <p>It does not include vehicle manufacturer factory fitted accessories and tools which form part of Your Vehicle definition.</p>
Accident or Accidental	means a sudden, violent, external, unusual and identifiable specific event which is unexpected and unintended by the covered person.
Agreed value	means a set dollar amount which We agree to insure Your Vehicle up to. If applicable, this is shown as a dollar value under the heading 'Insured Amount' in Your Policy Schedule.
Applicable Limit	<p>means, as applicable:</p> <ul style="list-style-type: none"> • Agreed value; • Lifetime value; or • Market value.
At Fault Claim	<p>means any Claim where We cannot seek recovery from another party, either in part or in full.</p> <p>This could include, depending on the circumstances:</p> <ul style="list-style-type: none"> • an Accident where the driver of Your Vehicle is partially or entirely at fault; • an Accident arising from storm, wind or hail or bushfire or an animal; • an Accident where You cannot identify the person responsible for the Accident so We cannot determine fault and seek recovery. For example, this may arise in cases of theft, attempted theft or Malicious Damage or Vandalism.
Basic Excess	This is the amount set out next to 'Basic Excess' in Your Policy Schedule. It applies when You make an At Fault Claim, except to the extent the Policy expressly states otherwise. For more detail refer to the PEDG.
Bodily Injury	means physical bodily harm including resultant sickness or disease that requires care or loss of services and/or resultant death. It excludes shock, mental anguish, mental injury, libel, slander, or defamation of character.
Business Use	use which is not Private Use e.g. use of the Vehicle for Your business or occupation
Claim	means a Claim for a separate identifiable Insured Event for which Your Policy provides cover. Where multiple Insured Events are submitted or claimed for at the same time or on the same Claim form, they will be treated as separate Claims, including regarding the application of any Policy Excess or limit.
Excess	<p>means the applicable amount You must bear or contribute towards Your Claim on Your Policy. You may be required to pay or bear one or more Excess.</p> <p>The descriptions of the Excess types (including Additional Excesses) and the circumstances in which any Excess is applied are explained in this PDS, PEDG, Your Policy Schedule and other documents forming Your Policy.</p>
Flood	<p>means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> • any lake, or any river, creek or other natural watercourse (whether or not it has been altered or modified); or • a reservoir, canal or dam.
Insured Event(s)	means a relevant event specifically described as covered by Your Policy. An event includes a series of events attributable to the same, or substantially the same, original cause or source and includes continuous or repeated exposure to the same injurious or harmful condition. We regard all events arising from one (1) original source or cause as one (1) event.
Intermediary	means Your broker or other person acting on Your behalf to place Your insurance.
Lifetime value	<p>means the reasonable replacement cost of a vehicle of Our choice that is of a similar make, model, series and accessories to Your Vehicle. For a full explanation please see section 'xxi. Lifetime replacement benefit'.</p> <p>Where 'Lifetime value' is applicable it will be specified in Your Policy Schedule under 'Insured Amount'.</p>
Malicious Damage or Vandalism	means a wrongful act by a person with the intention of damaging Your Vehicle or insured property.
Market value	<p>means the cost to replace Your Vehicle (or other insured property where applicable) with a vehicle (or property) of the same make, model, age and condition as Your Vehicle immediately prior to the loss or damage.</p> <p>It does not include costs for registration, compulsory third party insurance, stamp duty, registration transfer fees, dealer charges and delivery, or dealer or extended warranty.</p> <p>Where 'Market value' is applicable it will be specified in Your Policy Schedule under 'Insured Amount'.</p>
Overnight Parking Address	means the address specified on Your Policy Schedule under the heading 'Overnight Parking Address'.

Period of Insurance	<p>means the time during which Your Policy is in existence. It:</p> <ul style="list-style-type: none"> • starts from the beginning of the 'period of insurance' specified in Your Policy Schedule; and • finishes on the time and date as set out in Your Policy Schedule, unless ending earlier in accordance with Your Policy terms or relevant law. <p>Each renewal results in a new contract/policy and new period of insurance.</p>
Personal Effects	<p>means personal items which are designed to be worn or carried, such as clothing and portable electronic items like mobile phones and laptops.</p> <p>They do not include:</p> <ul style="list-style-type: none"> • cheques, money, credit cards or negotiable instruments; • firearms; or • tools or items used in connection with a business or occupation unless 'Business use' has been selected and appears on Your Policy Schedule; or • baby capsules and child seats.
Policy	<p>means the contract between You and Us and includes (subject to applicable law) this document, Your Policy Schedule, the PEDG and any applicable supplementary PDS(s) or documents other than this document that We agree with You will form part of the contract (often called endorsements).</p>
Policy Schedule	<p>means the applicable document We issue to You when We first issue Your Policy, change it or renew it which We name 'Policy Schedule' 'Renewal Schedule', or 'Endorsement Schedule'.</p>
Premium	<p>means the amount shown in Your Policy Schedule that You must pay for Your insurance cover.</p>
Premium Excess and Discount Guide (PEDG)	<p>The document of that name located at cloverinsure.com.au/motor which is identified as applying to this PDS. This document provides additional information about how We calculate Our Premiums, the Excesses, and any discounts which may apply to this insurance. A copy of the PEDG may be obtained from Us on request, at no charge.</p>
Private Use	<p>Private Use is use for social, domestic and pleasure purposes as well as travelling between home and a regular place of work only.</p>
Rideshare	<p>means Your Vehicle being used as a rental for a fee, often for short periods of time such as through a rideshare company's booking service e.g Uber. This use is not covered by Your Policy.</p>
Substitute Vehicle	<p>means a vehicle similar to Your Vehicle which has been borrowed or hired or rented by You because Your Vehicle is being repaired, serviced or is not drivable due to mechanical breakdown.</p>
Third Party Beneficiaries	<p>means persons who are not You and:</p> <ul style="list-style-type: none"> • are expressly specified in Your Policy as a person or type of person the benefit of cover is extended to; or • are listed in the Schedule as 'Third Party Beneficiaries' or 'Interested Party', unless otherwise expressly excluded by Us. They are only covered to the extent of their interest and coverage specified. See "Third Party Interests" for details on the rights and obligations of Third Party Beneficiaries.
Total Loss	<p>means:</p> <ul style="list-style-type: none"> • Your Vehicle is so badly damaged that it is unrepairable; or • Your Vehicle is stolen and not found within 14 days of the theft being reported to Us. • It's not 'cost-effective' or safe to fix the damage to Your Vehicle where the repair costs plus the value of the Vehicle in its damaged state (the salvage or wreck) are likely to be more than the Applicable Limit.
Vehicle	<p>means the registered vehicle(s) shown on Your Policy Schedule as insured, including:</p> <ul style="list-style-type: none"> • vehicle manufacturer factory fitted accessories and tools; and • any Accessories or Modification which You have disclosed to Us and which We have agreed to insure and listed on Your Policy Schedule as covered. <p>This includes other vehicles Your Policy benefit extends cover to eg Substitute Vehicle or Additional benefit 'Temporary insurance cover on replacement or additional vehicles') but only to the extent specified in the relevant cover or benefit.</p>
We, Our, Us	<p>means RAC Insurance Pty Ltd ABN 59 094 685 882 AFSL 231222 ('RAC Insurance') acting through their agent Clover Insurance ABN 19 653 550 371, AFSL 538528 (except to the extent expressly specified otherwise). Always contact Your Intermediary or Clover Insurance in the first instance. RAC Insurance can be contacted on phone 13 17 03.</p>
You, Your	<p>means the relevant person(s) whose name(s) are set out on Your Policy Schedule as the insured. If different persons are listed as the insured for different vehicles, the term applies to each person as applicable to the covered vehicle. A reference to Your Intermediary is also to You.</p>
Your Family	<p>means any family member whose name(s) is/are:</p> <ul style="list-style-type: none"> • set out on Your Policy Schedule (other than as the insured); • are not set out on Your Policy Schedule but who permanently live with You (including Your spouse, partner or de facto, parents, parents-in-law, grandparents, children, grandchildren, brothers and sisters and their respective spouse, partner, de facto or children). <p>These people are covered as Third Party Beneficiaries where specified as entitled to the benefit of cover</p>

9. Other important information

Your duty to take reasonable care not to make a misrepresentation

This insurance is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).

What is the duty?

You have a legal duty under s20B of the Insurance Contracts Act to take reasonable care not to make a misrepresentation to Us before and up until the time We first enter into the insurance with You. It also applies before and up until the time of any subsequent variation, renewal, extension, replacement or reinstatement of the insurance.

If You have made a statement and this changes before the end of the above relevant time You must tell Us about this change before the time ends.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. e.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

We will not treat something as a misrepresentation merely because You failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering our Questions

Answers to Our questions help Us decide whether to provide You with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering Our questions:

- take reasonable care to make sure Your answers are true, honest, up to date and complete in all respects. You may breach the duty if You answer without any care as to its truth or if You only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for You, We will treat their answers as Yours. In such a case You should check the questions have been answered correctly on Your behalf by them.

What happens if You breach the duty?

If You do not meet the duty, subject to applicable law:

- We may reject or not fully pay Your Claim.
- We may also, or as an alternative, cancel Your insurance or if the misrepresentation was fraudulent, treat it as if it never existed (i.e. avoid it).

However, We will not do this if We would have entered into the contract, for the same premium and on the same terms and conditions, even if the failure had not occurred.

A misrepresentation made knowingly by You without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

Subject to applicable law, a breach of the duty by one insured affects all insureds in these ways.

Please note that if We avoid Your Policy (by this We mean treat Your Policy as though it never existed), under section 31 of the Insurance Contracts Act 1984 (Cth), in any proceedings by the insured in respect of the avoided Policy, the court may, if it would be harsh and unfair not to do so (subject to other requirements in the section), disregard the avoidance and, if it does so, shall allow the insured to recover the whole, or such part as the court thinks just and equitable in the circumstances, of the amount that would have been payable if Your Policy had not been avoided. The power may be exercised only where the court is of the opinion that, in respect of the loss that is the subject of the proceedings before the court, We have not been prejudiced by the relevant failure or, if We have been so prejudiced, the prejudice is minimal or insignificant. See section 31 for full details.

How We determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether You have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by Us;
- how clear, and how specific, any questions asked by Us were;
- how clearly We communicated to You the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for You; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

We must also take account of any particular characteristics or circumstances about You which We were aware of, or ought reasonably to have been aware of.

If We believe the duty is breached, We will at least explain why, consider any response to the contrary and provide information on Our dispute resolution procedures if We can't agree.

Need more help?

If any question or guidance provided is not clear or You need additional assistance, You can contact Your Intermediary in the first instance and/or contact Us.

About Your Premium

How the Premium is calculated

Where We have agreed to issue cover, We do so in return for You paying or agreeing to pay Us a Premium.

This is the amount that We determine covers Our risk, associated costs and any government charges like Stamp Duty and GST. When We issue a OneMotor Policy the total Premium, associated costs and any relevant government charges will be displayed on Your Policy Schedule. Where changes are made to Your Policy, You may need to pay an additional amount or You may be entitled to a refund of part of the Premium. We will advise if this is the case before the change is effected.

To calculate the Premium, We take a number of factors into consideration which may include (amongst other things):

- the characteristics of Your Vehicle – the higher the assessed risk of the Vehicle, the higher the Premium will be;
- the type of cover You apply for – Comprehensive Cover costs more than Third Party Property Damage Cover;
- the Excess level chosen - the lower the Excess the higher the Premium will be; and
- any other optional coverages You choose – optional coverages attract an additional Premium.

These factors may vary depending on the cover selected and Our underwriting criteria. You can ask Us for more information at any time.

The Premium is subject to a minimum Premium which varies depending on state and coverage.

The Premium will be shown on Your quotation before You enter a Policy with Us and on Your Policy Schedule if You proceed to purchase Your OneMotor Policy.

Please refer to our Premium Excess and Discount Guide (PEDG) for more information.

Paying the Premium

We will tell You how much Premium You must pay and how much time You have for payment.

You must pay the Premium by the due date. Failure to pay the Premium owing by the due date may allow Us to cancel Your Policy as specified in the section 'Cancelling Your Policy', subject to applicable law.

For renewal policies, if You do not pay the Premium by the due date, then the renewal Policy will not come into effect and cover will end at the expiry of the previous Period of Insurance (except in the direct debit instalment circumstances set out below) subject to applicable law.

We may deduct any outstanding Premium amount or incorrectly refunded Premium, from any Claim payment, subject to applicable law.

Paying the Premium by direct debit

You can choose to pay the Premium annually or by monthly instalments direct debited from Your nominated bank account. You can also choose to pay by credit card when this payment method is available, ask Your Intermediary (or Us if You do not have one) for more details on paying by credit card.

If You choose to pay by direct debit, You authorise Us to arrange for funds to be debited from Your account (or credit card when available) for the agreed Premium in accordance with the Direct Debit Services Agreement, which will be made available to You, along with Your Policy Schedule, at the time You purchase a Policy and select the monthly instalments option for payment.

If the scheduled debit date shown on Your Policy Schedule is a public holiday, We will debit the account (or credit card when available) on the next available business day.

We will give You at least 14 days' notice if We change the way the direct debit works.

You need to make sure the nominated account (or credit card when available) details are correct and have sufficient and clear funds available in Your account to allow Our scheduled debit. If not, You will be responsible for any fees or charges applied by Your financial institution. If the nominated account details change, You must tell Your Intermediary (or Us if You do not have one) at least seven days before the next instalment is due.

If You pay the Premium by direct debit (or credit card where applicable) and We offer to renew Your Policy, We will automatically renew Your Policy from the renewal date shown on the renewal notice unless We advise otherwise, Your Policy has otherwise ended, or You ask Us not to renew Your Policy. You can opt out of the automatic renewal process at any time by contacting Your Intermediary (or Us if You do not have one).

What happens if a direct debit instalment payment fails?

If an instalment of Premium is overdue, We will send Your Intermediary a notice outlining the overdue amount and when it needs to be paid.

If Your Premium instalment remains unpaid after the time period specified in the notice We send, We will, subject to applicable law cancel Your Policy for non-payment without further prior notice (unless We tell You otherwise) and will send a notice to Your Intermediary within 14 days after cancellation confirming the effective date of cancellation.

We may also refuse to pay any Claim for an Insured Event occurring after the cancellation date, subject to applicable law.

Privacy

Clover Insurance (referred to 'We', 'Us' and 'Our' in this Privacy statement) and RAC Insurance collect, store and use personal information in accordance with the Privacy Act 1988 (Cth) and as set out below.

If You provide Us with personal information about another person, You must only do so with their consent and agree to make them aware of this privacy notice.

We use and require personal information to consider Your insurance application and any subsequent application for insurance, issue and administer Your Policy and investigate and assess any insurance Claim. For the purposes of doing so, personal information may be passed to, or received from, a joint policyholder, assessors, investigators, repairers, suppliers, contractors, other insurance companies, insurance reference bureaus, law enforcement agencies, Our related companies, legal and professional advisers, IT providers, and their agents, some of whom may be overseas.

We and RAC Insurance may also use Your personal information to tell You about other Clover or RAC Insurance products and services. These entities may be associated with Us or RAC Insurance, operate under Our or RAC Insurance's brand, or be agents, contractors or allied organisations of Us or RAC Insurance.

You may tell Us or RAC Insurance not to use Your personal information for these promotional purposes at any time by contacting:

- Us at GPO Box 3226 Sydney NSW 2001.
- RAC Insurance by phoning 13 07 03.

If the interest of a financier or credit provider is noted on Your Policy, You consent to Us providing details of Your Policy and its currency to them.

If You would like to review or correct the personal information, We or RAC Insurance have about You, or if You wish to make a privacy complaint, please call RAC Insurance on 13 17 03 or call Us on 02 9000 6180.

For further information, see the:

- RAC Insurance Privacy Policy at www.rac.com.au; and
- Clover Privacy Policy at cloverinsure.com.au/privacy/

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ('the Code'), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

RAC Insurance is a signatory to the Code.

For further information on the Code, please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers compliance with the Code. For more information on the CGC, go to <https://insurancecode.org.au>.

Financial Claims Scheme

The purpose of the Financial Claims Scheme (FCS) is to protect certain policyholders and claimants in the event an insurer becomes insolvent and cannot pay its obligations under the Policy. A person entitled to Claim may be entitled to payment under the FCS, subject to meeting eligibility criteria. Information about the FCS can be obtained from <http://www.fcs.gov.au>.

Resolving complaints and disputes

We take great pride in Our products and services. If You aren't satisfied with Our products or the services provided to You, please contact Your Intermediary in the first instance.

If Your concern is still not resolved to Your satisfaction, please contact Us by:

Phone: 02 9000 6180; or

Email: feedback@Cloverinsure.com.au

We will handle any issues in accordance with Our complaint and dispute resolution process.

We will acknowledge receipt of Your complaint, and if We require additional information, We will contact You. We will seek to resolve Your complaint promptly and will keep You informed of the progress at least every ten business days.

A final decision will be provided to You within 30 calendar days of the date on which You first made the complaint unless certain exceptions apply. You may refer Your complaint to the Australian Financial Complaints Authority (AFCA), if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint. You can contact Us if You want more information on Our procedures.

Australian Financial Complaints Authority (AFCA)

The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints, subject to its rules.

You can contact AFCA by:

Phone: 1800 931 678

Email: info@afca.org.au

Website: www.afca.org.au

Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne, VIC 3001

You may refer a complaint to the AFCA at any time within two years of Our final decision, unless AFCA considers special circumstances apply. Whether Your complaint is eligible for consideration by AFCA or not, You can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You.

When We can refuse to pay or reduce the amount We pay under a Claim

We may only ever refuse to pay or reduce the amount We pay under a Claim to the extent permitted by applicable law.

Some situations in which We may refuse to pay or reduce the amount We pay under a Claim under Your Policy (to the extent permitted by applicable law) include (but are not limited to):

- when You apply for cover (this includes new business, variations, extensions, reinstatements, and renewals) and do not comply with Your 'Duty to take reasonable care not to make a misrepresentation'.
- if You do not comply with or meet a term or condition or an exclusion or limitation applies (All referred to as 'terms' when used in Your Policy) – See 'Our rights regarding the operation of or breach of a term of Your Policy' for more detail.
- if You make a fraudulent Claim – See 'Fraudulent Claims' for more detail.
- where You have not or are not acting in accordance with Your duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – See 'Duty of Utmost Good Faith' for more detail.

We may also have cancellation rights in the above circumstances to the extent permitted by applicable law.

Subject to applicable law, the amount of any Claim entitlement can also be affected and/or reduced by other things, including any limits (e.g. monetary or time limits) or Excess(es), any outstanding Premium and recoveries You or We might make relevant to a loss as set out in Your Policy terms.

See 'Our rights regarding the operation of or breach of a term of Your Policy' for more detail.

Our rights regarding the operation of or breach of a term of Your Policy

We will only rely on any rights We have regarding the operation of or breach of a term of Your Policy to the extent permitted by applicable law (including Our right to refuse or reduce a Claim noted above). The law can be complex, and We provide a high-level summary below of some key examples on how the Insurance Contracts Act 1984 (Cth) (the IC Act) may affect matters. To the extent of any inconsistency the IC Act will prevail.

Other laws can apply beyond the IC Act such as the Corporations Act 2001 (Cth) and the Australian Securities and Investment Commissions Act 2001 (Cth) and You need to seek Your own advice regarding all relevant legal rights You may have.

Terms allowing Us to refuse to pay or reduce a Claim (in whole or part) by reason of an act by You or some other person that occurred after Your Policy was entered into.

Subject to Our rights in relation to fraudulent Claims explained below, by reason of section 54 of the IC Act, where the effect of Your Policy (this includes all terms or conditions, including any exclusion or other limitation) is to allow Us to refuse to pay or reduce a Claim (in whole or part) by reason of an act by You or some other person that occurred after Your Policy was entered into, We will exercise Our rights under Your Policy as explained below (Refer to the IC Act for full details).

Under section 54, an 'act' by You or some other person includes an omission and inaction and an act or omission that has the effect of altering the state or condition of the subject-matter of Your Policy or of allowing the state or condition of that subject-matter to alter.

How We exercise Our rights where section 54 applies (unless there is a fraudulent Claim)

- Where:
 - the act was necessary to protect the safety of a person or to preserve property; or
 - it was not reasonably possible for You or the other person not to do the act; or
 - You prove no part of the loss that gave rise to the Claim was caused by the act,We will not refuse to pay or reduce the Claim by reason only of that act.
- Where the act:
 - could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by Your Policy; or
 - could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by Your Policy but You prove that some part of the loss that gave rise to the Claim was not caused by the act, so far as the Claim concerns that part of the loss,

We may not refuse to pay or reduce the Claim by reason only of that act, but We can reduce Our liability in respect of the Claim by an amount that fairly represents the extent to which Our interests were prejudiced as a result of that act.

- Otherwise, where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is provided by Your Policy, We may refuse to pay the Claim.

(Refer to the IC Act for full details).

Terms allowing us to refuse or reduce a Claim because of pre-existing defects or imperfections existing before Your Policy was entered into

Only where section 46 of the IC Act is applicable to Your Policy:

- where a Claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection in a thing; and
- at the time when Your Policy was entered into You were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

We may not rely on any provision included in Your Policy that has the effect of limiting or excluding Our liability under Your Policy by reference to the condition, at a time before Your Policy was entered into, of the thing. This does not apply if Your Policy is in an excluded class to which section 46 does not apply.

(Refer to the IC Act for full details).

Maximum liability

Under section 42 of the IC Act our maximum liability under Your Policy is the highest amount of insurance cover that We would, at the time when Your Policy was entered into, have been prepared to provide under a policy that was, apart from the maximum liability under that policy, in the same terms and in respect of the same subject-matter and risk as those of Your Policy. (Refer to the IC Act for full details).

Fraudulent Claims

In all cases, where a Claim is made fraudulently under:

- Your Policy; or
- the IC Act against Us by a person who is not You,

We may refuse payment of the Claim to the extent permitted by applicable law. Under section 56(2) of the IC Act a court may, if only a minimal or insignificant part of the Claim is made fraudulently and non-payment of the remainder of the Claim would be harsh and unfair, order Us to pay, in relation to the Claim, such amount (if any) as is just and equitable in the circumstances. (Refer to the IC Act for full details).

Duty of Utmost Good Faith

The following can also (where applicable) affect Our and Your rights and obligations regarding the operation of, reliance on, or breach of a term of Your Policy:

- Section 13 of the IC Act requires each party to a policy to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith. The obligation also extends to Third Party Beneficiaries as defined in the Act but only applies to them after the policy is entered into.
- Section 14 of the IC Act provides that if reliance by a party to a policy on a provision of the Policy would be to fail to act with the utmost good faith, the party may not rely on the provision.

(Refer to the IC Act for full details).

Terms apply to extent enforceable

A term (or part of a term) of Your Policy will be applied to the extent it is not unenforceable under applicable law.

Third Party Interests

You (the insured) and We are the only parties to Your Policy. No insurance is provided in relation to the interest of any persons not specified as being entitled to access a benefit under Your Policy.

The benefit of the cover under Your Policy is extended automatically to Third Party Beneficiaries. They are not contracting parties and only access the benefit of cover by reason of the operation of section 48 of the Insurance Contracts Act 1984 (Cth).

Nothing in Your Policy is intended to give any such Third Party Beneficiaries any right to enforce any term of Your Policy which that person would not have had but for the Insurance Contracts Act 1984 (Cth).

Any person entitled to any benefit under Your Policy that is not You:

- has, in relation to their Claim, the same obligations to Us as they would have if they were You; and
- may discharge Your obligations in relation to the loss, damage or liability.

We also have the same defences to an action by such persons as We would have in an action by You including, but not limited to, defences relating to Your conduct (whether the conduct occurred before or after Your Policy was entered into). Any exclusions applying to You also apply to a Third Party Beneficiary claiming under Your Policy.

Such persons have no right to cancel or vary Your Policy or its cover – only You (as the contracting party) and We can do this. If We cancel or vary Your Policy or its cover, We do not need to obtain such persons' consent to do so.

We also do not provide any notices in relation to this insurance to such persons as they are not a contracting party to Your Policy. We only send notices to You who we have contractual obligations to under Your Policy.

Neither We nor You hold anything on trust for, or for the benefit or on behalf of any such persons under this insurance arrangement.

You:

- do not act on Our behalf in relation to the insurance;
- are not authorised by Us to provide any financial product advice, recommendations or opinions about the insurance.

Any such person needs to read this document and other documents forming Your Policy carefully to properly understand the benefits they have access to as non-contracting parties. The insurance cover is subject to the terms, conditions, limitations and exclusions of Your Policy.

Any person who may be entitled to a benefit under Your Policy should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us or Our representatives that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

In some cases, You may specify loss payees We will make payments to (e.g., Your financier or credit provider).

Updating the PDS and Confirmation facility

We may need to update this PDS from time to time if certain changes occur, where We are required or permitted by applicable law to do so. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue notice of this updated information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling us).

If You do not have the confirmation of transaction details required by section 1017F of the Corporations Act 2001 (Cth) in relation to Your Policy, it is a Policy term that such information will be provided via Our confirmation facility which is available by contacting Us using Our contact details.

Vulnerable Customers

We are committed to taking extra care with customers who experience vulnerability. A person's vulnerability may be due to a range of factors such as: age; disability; mental health conditions; physical health conditions; family violence; language barriers; literacy barriers; cultural background; Aboriginal or Torres Strait Islander status; remote location; or financial distress. We encourage any persons covered by Your Policy to tell Us about their vulnerability so that We can work with them to arrange support. Contact Us using the contact details in this PDS.

10. Financial Services Guide

This Financial Services Guide (**FSG**) is an important document designed to help You make an informed decision about the financial services offered by Clover Insurance Pty Ltd ABN 19 653 550 371, AFSL 538528 (**Clover Insurance**). All references to 'We', 'Us', 'Our' in this FSG are references to Clover Insurance.

It contains information about the financial services We offer You, who We act for in providing these services, how We and others are compensated for these services, and how to reach Us if You have any questions or complaints.

Who We are and Our authorised financial services

Clover Insurance holds an Australian Financial Services (**AFS**) licence that allows Us to provide general financial product advice about general insurance products, and deal in general insurance and provide Claims handling and settling services in relation to general insurance. Clover Insurance is responsible for the provision of these services under its own AFS licence. You can contact Us by phoning 02 9000 6180 or emailing feedback@Cloverinsure.com.au.

As an underwriting agency, Clover acts under a binder authority from RAC Insurance Pty Ltd ABN 59 094 685 882, AFSL 231222 (**RAC Insurance**), who is the insurer. This means that Clover Insurance can bind RAC and can handle and settle Claims on behalf of RAC subject to the authority terms provided by RAC Insurance.

Clover acts for RAC Insurance when providing these services. Any advice given to You by Clover about any insurance products will be of a general nature only and will not consider Your personal objectives, financial situation or needs. Before taking any action to acquire an insurance product through Clover, You need to determine whether the product is suitable for You.

Other documents You may receive

In addition to this FSG, We may provide You with additional information depending on the type of product or service You choose, including the relevant Product Disclosure Statement (**PDS**).

The PDS explains the significant benefits and features of the insurance product and the rights, terms and conditions attached to it. The aim of the PDS is to assist You to compare insurance products so that You can make an informed decision about whether or not to acquire the product.

How We are paid

When a Clover Insurance product is issued to You, You are charged a Premium for that product as explained in the PDS by the insurer RAC Insurance.

If You buy this insurance, a commission of up to 10% of the base Premium (i.e., the Premium excluding amounts charged in relation to stamp duty, fire services levy, GST or any amounts payable in relation to applicable government charges, taxes, fees or levies) may be payable to Clover Insurance by RAC Insurance. The commission will also be paid on any variations to Your Policy and on renewal. The commissions paid to Clover are included as part of Your Premium.

Clover Insurance may also charge an agent fee. This agent fee will be noted on Your Policy Schedule.

Clover Insurance staff (including directors) are paid an annual salary, and may also receive bonuses, or other incentives based on their performance as measured across various attributes.

Further information

For more information about remuneration or other benefits received for the financial products and services provided, please ask Your Intermediary, or contact Us using the details noted above within a reasonable time of receiving this FSG and before You choose to buy a Clover Insurance product.

Compensation arrangements

The *Corporations Act 2001* (Cth) requires AFS licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies.

Clover Insurance has professional indemnity insurance arrangements in place that comply with the requirements of the section 912B of the *Corporations Act 2001* (Cth). This insurance covers Us and Our employees (including after they have left Our employment) for Claims made against us by clients as a result of the conduct of Us and Our employees in the provision of financial services. You do not have a direct right to Claim under this insurance.

Privacy

We value Your privacy. Please refer to 'Privacy' for information on how We collect, store, and use personal information in accordance with the *Privacy Act 1988* (Cth).

Our complaints process

We take great pride in Our products and services. If You aren't satisfied with Our products or the services provided to You, please contact Your Intermediary in the first instance.

If Your concern is still not resolved to Your satisfaction, You can refer to Our complaint process in 'Resolving complaints and disputes' and 'Privacy' of the PDS.

The Australian Financial Complaints Authority (AFCA) is a free independent external disputes resolution service provided to customers to review and resolve complaints, subject to its rules. For more information on AFCA please refer to 'AFCA' in PDS.

Clover Insurance

Our details

Clover Insurance Pty Ltd ABN 19 653 550 371
AFS Licence no. 538528

GPO Box 3226
Sydney, NSW 2001

P: 02 9000 6180
E: underwriting@cloverinsure.com.au
W: cloverinsure.com.au

Claims

P: 02 8233 3187
E: cloverclaims@insurex.com

Lodge a claim:
<https://au.claims.wilbur.app/>
Sydney, NSW 2001

