



# Comprehensive Motor Insurance

Product Disclosure and  
Policy Wording



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# Important Information

## About this Document

This is an important document that must be read carefully before making a decision in relation to this insurance (which is not compulsory). The **insurer** is responsible for the content of this document.

This document can help **you** to:

- decide whether this insurance will meet **your** needs; and
- compare it with other products **you** may be considering.

See the definition in “Words with Special meanings” section page for details regarding of **terms** that have special meaning. In some cases, a word with special meaning may be defined in a specific part of the **policy**.

This document is also a Product Disclosure Statement (PDS) under the Corporations Act 2001 (Cth) to the extent specified (See “Further PDS Information”).

## What You Need to Read and Understand

This document contains:

- this Part 1 – Important Information section which contains certain important notices, **terms** and other information;
- Part 2 – Policy Cover Sections which sets out the covers this insurance can provide (subject to eligibility) and the other standard **terms** and conditions which will apply to the covers (including any applicable limits and exclusions). It includes “Words with Special Meanings” which sets out the special meaning **we** give to certain words used in the **policy**. Other words may be specially defined in a **policy** section, **term** or condition.

If **we** issue **you** with a **policy**, **you** will be given a **policy schedule**. The **policy schedule** sets out certain additional **terms** applicable to the **policy** and other matters specific to **you** such as the cover **you** have been issued and the **policy** sums insured and limits of liability.

The **policy schedule** must be read together with this document and any other documents **we** agree with **you** will form part of the **policy** that **we** issue. Where **we** agree, documents other than this document and the **policy schedule** will form part of the **policy** (often called **endorsements**), any such documents will be dated and will include a statement identifying them as part of the **policy**.

Together they form **your policy**/contract with **us**. These are all important documents and should be carefully read together and kept in a safe place for future reference.

## A Quick Overview of this Insurance

By way of quick overview only (refer to the **policy** for **terms**), this Comprehensive Motor Vehicle Insurance is principally designed to provide cover for:

- **accidental** loss or damage (including theft) to **your vehicle** – see “Cover for Accidental Loss or Damage to Your Vehicle” on page 27; and
- liability cover as set out in the “Cover for Damage to Other People’s Property (Legal Liability)” – see page 28 and “Additional Cover for Supplementary Bodily Injury (Legal Liability)” – see page 29;
- other benefits as set out in “Other Benefits We will Pay” on page 31; and optional benefits (where applicable) as set out in “Optional Benefits” – see page 34.

## What Happens if You Don't Meet Your Obligations, Or an Exclusion or Other Limitation Applies

If **you** don't meet **your** obligations under the **policy terms** or an exclusion or other 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.

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".

The law is complex and the result can depend on the circumstances. See "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim" and "Cancellation" for further information.

## Some Key Things to Understand

The following are some key things to understand.

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### Product Disclosure Statement

This document is a Product Disclosure Statement (PDS) and an important document **you** must read carefully before making a decision to purchase this insurance. The **insurer** is responsible for the content of this PDS.

This PDS can help **you** to:

- decide whether this insurance will meet **your** needs; and
- compare it with other products **you** may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account **your** objectives, financial situation or needs. **You** need to decide if this insurance is right for **you**.

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### Who we insure (the insured/you)

**We** cover the person(s) or entity(ies) shown on the **policy schedule** as the insured. These are the persons **we** enter into the insurance contract with and are referred to as the **insured** or **you** and **your** in this document.

Some third parties who are not **you** may be entitled to access a benefit e.g. any person who is driving, using or in charge of **your vehicle** with **your** permission. See "Third Party Interests" on page 16 for more detail.

No insurance is provided in relation to the interest of any persons not specified as being entitled to benefit under the **policy**.

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### Who is insuring you

The **insurer** of this insurance is Sompo Japan Insurance Inc. ABN 31 000 837 801 AFSL 530900 Incorporated in Japan (**Sompo**).

**Sompo's** contact details are;  
Suite 602, Level 6, 50 Berry Street  
North Sydney, NSW 2060  
Telephone: 1300 0 SOMPO or 1300 076 676

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**Who acts for the insurer**

SURA Pty Ltd (SURA) ABN 36 115 672 350 AFSL 294 313 acts under an authority given by **Sompo** to arrange, enter into, vary and dispose of this insurance **policy** and handle and settle claims in relation to it, on **Sompo's** behalf.

This means that SURA will be acting as agent for **Sompo**, not for **you**.

**SURA's** contact details are:

Level 14, 141 Walker Street  
North Sydney NSW 2060  
PO Box 1813  
North Sydney NSW 2059  
Telephone: 02 9930 9500

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**There are words with special meaning**

See the "Words with Special Meaning" section on page 23 for what **we** mean by certain words.

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**What you need to do when making any disclosures and answering questions**

**You** have a duty to take reasonable care not to make a misrepresentation to **us** when applying for new business or to renew, extend, vary/change, replace or reinstate **your** insurance. If **you** don't comply with the above obligation, **we** may be able to refuse to pay or reduce a claim **you** make and/or cancel the **policy**, or treat it as if it never existed, subject to relevant law.

Refer to the "Your Duty to Take Reasonable Care Not to make a Misrepresentation to Us" notice on page 11 for details.

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**Some important things to understand about the cover**

The standard cover **we** provide is set out in this document (subject to eligibility and acceptance by **us**). **We** may apply additional **terms** that affect this cover if **we** agree this with **you** or where permitted by law.

The cover and what **we** pay can be affected by things such as:

- exclusions which restrict the cover;
- compliance with any **terms/conditions** **we** apply which impose obligations on **you** and others who may be covered;
- limits (including time limits) **we** apply to the cover;
- **excess(es)** **you** have to pay in relation to a claim; and
- any recovery **you** or **we** may make in relation to the relevant loss.

**You** need to consider these things to see if the cover is right for **you** personally as **we** don't do this. **You** should seek advice to help **you** when needed.

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**Waiting period**

Be aware a waiting period applies to exclude loss or damage caused by cyclone, **flood** or bush fires in the first 72 hours after the **policy** is first taken out (not on renewals) see page 40.



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**What important documents you need to read and how confirmation of cover is issued**

Where **we** agree to insure **you**, **we** confirm this by issuing a **policy schedule**. This contains details such as what or who **we** insure, what covers are provided and **your** contact details. Some special **terms** apply for renewals. See “Renewal Procedure” page 16.

This document, the **policy schedule** and any **endorsements we** agree with **you** will apply (which might change the standard **terms** of this document) form **your** agreement or contract with **us** (the “**policy**”).

**You** need to read them together and keep them in a safe place for future reference. These are the **terms** on which **we** have agreed to provide insurance to **you**. Check they set out what **you** believe was agreed and that the information in them is accurate and up to date. If not, contact **us** immediately as this may adversely affect **your** right to cover.

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**The need to review suitability of cover, including on an ongoing basis**

**You** should also review the appropriateness of the type of cover chosen and its **terms**, limits and applicable **excess(es)** on a regular basis to ensure they remain appropriate (including on any renewal) for **your** personal needs and if not, contact **us**. If they are not, **you** may be underinsured and have to bear part of any loss **you** are not covered for **yourself**.

Make sure **you** tell **us** about any changes – See “Changes to Your Insurance Details – What You Must Tell Us” on page 42.

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**Make sure you comply with your obligations under the policy once it is issued**

The **policy terms** impose obligations on **you** that **you** need to meet such as:

- notifying **us** if certain things affecting the risk **we** have insured change. For example if **you** sell **your vehicle** or in circumstances noted in “Changes to Your Insurance Details – What You Must Tell Us” page 42.
- taking certain action when an **event** that gives rise or may give rise to a claim occurs. For example, notifying **us** of this and taking reasonable precautions prevent injury, loss or damage – See in particular “Making a Claim What You Must Do” page 45 and “Prevention of Loss or Damage” page 45 and “Choice of Repairer” page 46.
- seeking **our** consent before taking certain action. For example, before **you** incur legal costs for liability claim see “Legal costs” page 31 or start repairs.

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**What happens if you don't meet your obligations or an exclusion applies**

If **you** don't meet **your** obligations under the **policy terms** (including if an exclusion applies), it may adversely affect **your** rights to cover under the **policy** and/or allow **us** to cancel the **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 “Cancellation” for further information.

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**Cooling off period and cancellation rights** **You** have cooling off rights that allow **you** to return the product for any reason within the cooling off period see page 12.

**You** also have cancellation rights see page 42. **We** can cancel where permitted by law see page 43. Make sure **you** understand the premium refund **terms** when the **policy** is returned or cancelled as set out in these provisions.

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**Making a claim** If **you** want to make a claim under the **policy** contact **us**:

SOMPO Motor Claims  
PO Box 1813  
North Sydney, NSW 2059

Phone 02 99309510  
[claims@sompo.com.au](mailto:claims@sompo.com.au)

If **you** are represented by someone (e.g. a broker) speak with them in the first instance to see what assistance they can provide.

Make sure **you** start by reading and complying with the claims conditions on page 45. If **you** don't, it may adversely affect **your** rights to cover under the **policy** and/or allow **us** to cancel the **policy**.

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**Complaints and Disputes** If **you** need to make a complaint see "Complaints and Dispute Resolution" on page 19.

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**Premium** This is what **you** need to pay in return for **us** issuing this insurance. **We** agree the premium with **you** and how and when it must be paid before **we** issue insurance. See "Your Premium" on page 13 for more details.

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**Impact of acts of other insureds** If there is more than one **insured** on the **policy**, then anything that any of the other insureds say, do or omit to advise applies to and affects the rights of all of the insureds, unless **we** expressly state this is not the case in a **term**.

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**This is not all you need to know** This only provides some important information to be aware of. **You** still need to read the **policy** for details of what **your** and **our** rights and obligations are under this insurance.

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## Consumer Insurance Contract Opt In Notice

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

### Your Duty To Take Reasonable Care Not To Make A Misrepresentation To Us

#### 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.

#### When does the duty apply until?

This duty applies until the time **we** agree to issue **you** with insurance for the first time. It also applies where **you** are applying to renew, extend, vary/change, replace or reinstate **your** insurance, up until the time **we** agree to this.

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.

#### What happens if you breach the duty?

If **you** do not meet the duty, to the extent permitted by 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.

Subject to applicable law or unless **we** state otherwise, a breach by one **insured** affects all insureds in these ways.

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

### 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.

Please note that **you** have obligations beyond this precontractual obligation once the contract is entered into which are set out in the contract **terms** and applicable law.

### Need more help?

If any question or guidance provided is not clear or **you** need additional assistance, **you** can contact **your** agent/broker in the first instance and/or contact **Us**.

## Cooling Off Period

**You** have a cooling off period of twenty-one (21) days from the date **we** first issue **your policy** and also on any renewal.

During this period, **you** can return the **policy** and receive a refund of **your** premium provided **you** have not exercised any right or power under the **policy** (e.g. made any claim) and these rights and powers have not ended.

**We** may deduct any reasonable administrative and transaction costs incurred by **us** that are reasonably related to the acquisition and termination of the **policy** and any amounts in relation to Government taxes or duties **we** cannot recover, from any refund amount.

In addition to **your** cooling off period, **you** can cancel **your policy** at any time (See Cancellation page 42).

## Your Premium

Where **we** have agreed to issue cover **we** do so in return for **your** paying or agreeing to pay **us** the premium by the time specified in the **policy schedule**. It is based what **we** consider to be the likelihood of a claim being made on **your policy**. **We** take into account a number of factors such as:

- the **vehicle** type insured and where it is kept;
- **your** age and age other people likely to drive the **vehicle**; and
- the use of **your vehicle**.

Minimum premiums can apply. Discounts/entitlements may also apply to the base premium calculated prior to any taxes being added if **you** meet certain criteria **we** set. These may be rounded up or down by **us** and only apply to the extent any minimum premium is not reached. If more than one can apply **we** apply each in a predetermined order to the premium (excluding taxes and government charges) as reduced by prior applied discounts/entitlements. **You** can ask **us** for further information if **you** need to.

## General Advice Warning

Any advice about this insurance that **we** or SURA 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 the **policy** before deciding whether this insurance is right for **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 the **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 **policy term** or condition or **we** can rely on an exclusion or other limitation (All referred to as “terms” when used in the **policy**) – See “Our rights regarding the operation of or breach of a term of the policy”.
- 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 the **policy terms**.

See “Our rights regarding the operation of or breach of a term of the policy” for more detail.

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

We will only rely on any rights we have regarding the operation of or breach of a term of the policy to the extent permitted by applicable law (including our right to refuse or reduce a claim if you do not comply with or meet a policy term or condition or where an exclusion or other limitation applies). 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) may affect matters depending on the circumstances. To the extent of any inconsistency the Insurance Contracts Act 1984 (Cth) will prevail.

Other laws can apply beyond the Insurance Contracts Act 1984 (Cth) 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.

### If you do not comply with or meet any policy term

We will only rely on any rights we have regarding the operation of or breach of a term of the policy to the extent permitted by law (including our right to refuse or reduce a claim noted above). We provide some key examples below. 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 the policy was entered into

Subject to our rights in relation to fraudulent claims explained below, by reason of section 54 of the Insurance Contracts Act 1984 (Cth), where the effect of the 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 the policy was entered into, we will exercise our rights under the policy as explained below (Refer to the Insurance Contracts Act 1984 (Cth) 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 the 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 the 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 the 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 the **policy**, **we** may refuse to pay the claim.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

## Terms allowing us to refuse to pay or reduce a claim because of pre-existing defects or imperfections existing before the policy was entered into

Only where section 46 of the Insurance Contracts Act 1984 (Cth) is applicable to the **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 the contract 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 the **policy** that has the effect of limiting or excluding **our** liability under the **policy** by reference to the condition, at a time before the **policy** was entered into, of the thing. This does not apply if the **policy** is in an excluded class of insurance to which section 46 does not apply.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

## Maximum liability

Under section 42 of the Insurance Contracts Act 1984 (Cth) **our** maximum liability under the **policy** is the highest amount of insurance cover that **we** would, at the time when the **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 the **policy**.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details.)

## Fraudulent claims

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

- the **policy**; or
- the Insurance Contracts Act 1984 (Cth) against **us** by a person who is not the **insured**,

**we** may refuse payment of the claim to the extent permitted by applicable law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) 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 Insurance Contracts Act 1984 (Cth) 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 the **policy**:

- section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to the **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 contract is entered into.

- section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to the **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 Insurance Contracts Act 1984 (Cth) for full details.)

## Terms Apply to Extent Enforceable

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

## Renewal Procedure

Before the end of **your period of insurance we** will send **you** a notice advising if **we** are prepared to renew this insurance and if so on what **terms**, including the cost. It is important to read this document as things can change.

If **you** don't want to take up the renewal offer or need to vary it or the information listed, contact **us** before the renewal.

Each renewal is a separate policy, not an extension of the prior policy and the cooling off period applies on each renewal.

Any optional benefits **you** have been provided with will be automatically included with any renewal offer **we** make unless **you** contact **us** and ask **us** to remove these optional benefits at renewal.

## Limits on Assigning Your Rights

**You** cannot assign any benefits, rights or obligations under **your policy**.

If **you** do, it may adversely affect **your** rights to cover under the **policy** and/or allow **us** to cancel the **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 "Cancellation" for further information.

**You** must not, without obtaining **our** prior written consent (such consent not to be unreasonably withheld):

- assign 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.

## Third Party Interests

The contracting insured (**you**) are the only party to the **policy**.

No insurance is provided in relation to the interest of any persons not specified as being entitled to benefit under the **policy**.

The benefit of the cover under the policy is extended automatically to **third party beneficiaries** (see definition in "Words with Special meanings"). 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). The following sets out how the **policy** operates in relation to such persons (subject always to the operation of applicable law).



Access to cover only applies from the time they become a **third party beneficiary** and ends when they are no longer a **third party beneficiary**.

Nothing in the **policy** is intended to give any such **third party beneficiaries** any right to enforce any **term** of this **policy** which that person would not have had but for the Insurance Contracts Act 1984 (Cth). Their rights and obligations are subject to the operation of the Insurance Contracts Act 1984 (Cth) as it applies to such persons and other applicable law.

They:

- have, 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 the **policy** was entered into). Any exclusions applying to the **you** also apply to a **third party beneficiary** claiming under the **policy**.

Such persons have no right to cancel or vary the **policy** or its cover – only **you** (as the contracting party) and **we** can do this. If **we** cancel or vary the **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 the **policy**. **We** only send notices to **you** who **we** have contractual obligations to under the **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 **third party beneficiary** needs to read this document and other documents forming the **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 the **policy**.

Any person who may be entitled to a benefit under the **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. a financier).

## Your Representatives

If **you** want to appoint a representative to act on **your** behalf **you** must provide **us** with reasonable details, including the authority **you** wish to provide to them but **we** need to consent (such consent not to unreasonably be withheld).

Remuneration may be paid by **us** and in some cases to **your** representatives who arrange insurance for **you**. **You** can ask **us** and them for details.

## Privacy Statement

In this Privacy Statement the use of “we”, “our” or “us” means Sompo Japan and SURA unless specified otherwise.

In this Privacy Statement the use of personal information includes sensitive information.

**We** are committed to protecting the privacy of the personal information that **you** provide to **us**.

The Privacy Act 1988 contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, store and disclose **your** personal and sensitive information for the specific purpose of:

- deciding whether to issue a **policy**,
- determining the **terms** and conditions of **your policy**,
- compiling data to help develop and identify other products and services that may interest clients, and handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

**You** have given **us your** consent to collect, use and disclose **your** personal information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

**We** will protect **your** information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that **we** use are firewalls and data encryption, physical access controls to **our** data centres, and information access authorisation controls.

**We** disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal information to other parties and service providers such as **our** claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** will limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

**We** may disclose **your** personal information to **our** insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities **we** provide to **you**. When **we** transfer **your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **we** will protect the information as described in this Privacy Policy.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your policy**.

**We** will notify **you** as soon as possible if **your** personal information is involved in a data breach that is likely to result in serious harm to **you**.

If **you** would like a copy of **our** Privacy Policies, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of **your** privacy or **you** have any query on how **your** personal information is collected, stored or used, or any other query relating to **our** handling of **your** personal information, please contact **us**.

## General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (“the Code”), which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

**We** have adopted and support the Code.

For further information on the Code, please visit [www.codeofpractice.com.au](http://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 Code Governance Committee (CGC) go to <https://insurancecode.org.au>.

## Complaints and Dispute Resolution

### Our complaints process

**We** view seriously any complaint made about **our** products or services and will deal with it promptly and fairly.

If you are dissatisfied with any aspect of your relationship with **us** including **our** products or services, and wish to make a complaint, **we** ask you first try to resolve it by contacting the relevant member of **our** team who are trained to handle complaints fairly and efficiently. Please provide **us** with **your** claim or **policy** number (if applicable) and as much information as you can about the reason for your complaint.

If the matter is still not resolved after 5 business days, your complaint will be automatically referred to **our** Complaints Team to review. The Complaints Team members are independent and are committed to reviewing complaints objectively, fairly and efficiently.

You can contact **our** Internal Disputes Resolution Officers on 1300 076 676, or by email at [IDR@Sompo.com.au](mailto:IDR@Sompo.com.au) or by writing to **us** at the address for **Sompo** given above. The issues raised in your complaint will be investigated and **we** will advise you if further information is required to complete the review. They will seek to resolve the matter with thirty (30) days, in accordance with the General Insurance Code of Practice and **our** Dispute Resolution procedures.

If **we** are unable to reach a decision within this time frame, **we** will provide you with the reasons for the delay prior to the expiry of this time frame. In this case or in cases where further information or investigation is required, **we** will work with you to agree reasonable alternative time frames.

If **we** cannot agree, or your complaint remains unresolved after thirty (30) calendar days, your complaint is now considered a dispute and you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Should you wish to request copies of any information that **we** have relied upon to come to **our** decision, **we** will provide it (to the extent allowable by law) within ten (10) business days of your request.

You can contact **us** if you want more information on **our** procedures.

## AFCA

If you are dissatisfied with your complaint or dispute determination, or your complaint or dispute has not been resolved to your satisfaction within thirty (30) calendar days, you may refer your complaint or dispute to AFCA.

The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where **we** have been unable to satisfy your concerns, subject to its Rules. For further details you can visit their website at [www.afca.org.au](http://www.afca.org.au) or contact them.

### Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

A complaint can be referred to AFCA at any time subject to its Rules.

AFCA only considers complaints (otherwise covered by its Rules) referred to it within 2 years of **our** final decision, unless AFCA considers special circumstances apply. If AFCA tells you that under its Rules it cannot assist you or consider your dispute, then you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

## Governing Law

**Your policy** is governed by the law of the state of Australian State or Territory where **your vehicle** is kept.

## Financial Claims Scheme

In the unlikely event Sompo Japan Insurance Inc. were to become insolvent and could not meet its obligations under the **policy**, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## Phoning for More Assistance

If **you** need to clarify any of the information contained in this PDS or **your policy** documents or **you** have any other queries regarding **your insurance policy**, please use the contact details on the back cover.

## 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 the **policy** to tell **us** about their vulnerability so that **we** can work with them to arrange support. Contact **us** using the contact details on the back cover.

## Confirmation of Transactions Facility

It is a **policy term** that any confirmation of transaction required by section 1017F of the Corporations Act 2001(Cth) in relation to the **policy** will be provided via **our** confirmation facility which is available by contacting **us** using the contact details on the back cover.

## Notices

**We** will send **your policy** documents and notices in relation to the **policy** electronically (by email), **we** will send them to the email address that **you** provide **us**, not **your** mailing address. Any documents sent by email will be considered to have been received by **you** 24 hours from the time **we** sent them to **your** email address. It is **your** responsibility to make sure that both the email and mailing address **you** have provided **us** are up to date. This means **you** need to let **us** know if **you** change **your** email or mailing address as soon as reasonably possible (refer to "Changes to your policy").

Any communications to **us**, including notices as provided for or required under the **policy**, must be sent to Sompo Japan Insurance.

**We** will send all **policy** documents and notices in relation to the **policy** to:

- a) the nominated insurance intermediary of the "Insured's" specified on the **policy schedule (insured)** until **we** receive written notice to the contrary from the **insured**; or
- b) if there is no nominated insurance intermediary, to **you** at **your** address noted on the **policy schedule**.

Any notice **we** give the **insured** will be in writing, and it will be effective:

- a) if it is delivered to the **insured** or their nominated insurance intermediary personally; or
- b) if it is delivered or emailed to the above relevant recipient's address last known to **us**.

It is important for the **insured** to tell **us** of any change of address as soon as possible.

## Further PDS Information

This insurance contains cover which may or may not be provided to a retail client as defined under the Corporations Act 2001 (Cth) depending on the circumstances. Only the parts of this document (and any other documents forming part of the **policy**) that apply to cover provided to a retail client, will form the Product Disclosure Statement (PDS) for the purposes of the Corporations Act 2001 (Cth).

**We** may need to update the PDS from time to time if certain changes occur when required and permitted by law. **We** will issue **you** with a new PDS or a supplementary PDS or other compliant document (for example **policy schedules**, and/or **endorsements**) 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 **you** with notice of this information in other forms or keep an internal record of such changes. An electronic copy made available without charge by contacting **us** using **our** contact details in this document.

This PDS (together with any amendments, updates or **endorsements** of Supplementary PDS that **we** give **you** in writing which may vary it when required or permitted by law) will also apply for any offer of renewal **we** make, unless **we** tell **you** otherwise or issue **you** with a new and updated PDS.

## Policy Interpretation

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

- 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, re-enactments and replacements;
- a word importing the singular includes the plural (and vice versa); and
- a word indicating a gender includes every other gender;
- the words “includes”, “including”, “for example”, “particularly” or “such as” or equivalent are not used as, nor are they to be interpreted as, in any form is not a word of limitations; 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;
- any examples provided are subject always to the **policy terms** and applicable law; and
- a reference to “\$” or “dollar” is to Australian currency.

# Words With Special Meaning

The following only apply to the extent relevant and 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”.

The following key words and **terms** used in the **policy** which appear in **bold** (other than in headings) have a special meaning that appear below. Other words may be specially defined to have a meaning when used in relation to a **policy** section, **term** or condition.

**Accidental/accident/accidentally** means a sudden, violent, external, unusual and identifiable specific **event** which happens unexpectedly and is unintended by the insured person.

**Agreed value** means the amount which **we** agree to insure **your vehicle** up to as shown in **your policy schedule**.

**At-fault** means where **you** or the driver of **your vehicle**:

- are responsible for the **accident**; or
- contributed to the cause of an **accident**.

**Collision** means **your vehicle** striking or being struck violently by another object.

**Communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and;
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

**Computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

**Cyber loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

**Cyber act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

**Cyber incident** means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

**Data processing media** means any property insured by this **policy** on which **data** can be stored but not the **data** itself.

**Declined driver** means a driver noted in the **policy schedule** as a “Declined Driver” who is not insured under **your policy**.

**Endorsement** means a change in the **terms** and conditions of this insurance agreed to by **you** and **us**.

**Excess** means the relevant excess amount(s) shown in the **policy schedule** which **you** must pay or bear as a contribution to **your** claim under **your policy**.

**Event** means a single event or series of related events.

**Family** means:

1. **your** spouse, **your** partner or **your** de facto who lives with **you**;
2. **your** parents or parents-in-law who live with **you**;
3. **your** children and children of **your** spouse, partner or de facto (not being **your** children) who live with **you**;
4. **your** brothers or sisters who live with **you**.

**Flood** means the covering of normally dry land by water that has escaped or been released from the natural normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

**Market value** means the cost to replace **your vehicle** with a vehicle of the same make, model, age and condition as **your vehicle** immediately prior to the loss or damage but excluding costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

**Nominated driver** means a driver, noted in the **policy schedule** as a nominated driver, **you** have advised **us** will drive **your vehicle**.



**Period of insurance** means the time during which the **policy** is in existence. It:

- starts from the beginning of the “Period of Insurance” specified in the **policy schedule**; and
- finishes 4.00pm on the last day of the end of that period of insurance, unless ending earlier in accordance with the **policy terms** or applicable law. Each renewal results in a new contract and new period of insurance.

**Personal effects** means personal items owned by **you** which are designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments, or
- firearms, or
- tools or items used in connection with a business or occupation, or
- personal music devices, or portable global positioning systems (GPS).

**Policy** means this document, the **policy schedule** and any **endorsements we** agree with **you** will apply (which might change the standard **terms** of this document).

**Policy schedule** means a document of that name which shows **your policy** number, details of **your** cover, **period of insurance**, any options **you** have and any **excess you** must pay. It is part of **your policy** and should be read in conjunction with the other documents that form **your policy**.

**Recoverable** means to recoup the expenses **we** incurred in providing cover for any **accidental** loss or damage to **your vehicle** or in covering any of **your** legal liability costs after a claimable **event**. A recoverable **event** does not include, but is not restricted to:

- an **at-fault** claim;
- a not-at-fault claim where **you** are unable to provide **us** with the responsible party’s name, address and **vehicle** registration number (or any other information that would reasonably allow **us** to identify the person so that **we** can exercise **our** rights of recovery);
- any storm or naturally occurring **event**;
- a **collision** with an animal.

**Your** no claim bonus may be affected and an **excess** may be required for any claimable **event** that is not recoverable by **us**, unless otherwise stated in **your policy**.

**Substitute vehicle** means a **vehicle** similar to **your vehicle** which has been hired or borrowed because **your vehicle** is being repaired, serviced or is not drivable because of a mechanical breakdown.

**Term(s)** means any term, condition, provision or exclusion or limitation (including limitation based on a period of time or monetary amount).

**Third Party Beneficiary/ies** means persons who are not contracting parties to the **policy** but to whom the benefit of cover is extended by reason of section 48 of the Insurance Contracts Act (1984) that:

- are expressly specified in the **policy** as a person or type of person to which the benefit of cover is extended; or
- are listed in the **policy schedule** as “Third Party Beneficiaries”,

unless otherwise excluded (e.g. **declined drivers** noted in the **policy schedule**) but only to the extent of their interest specified. See “Third Party Interests” clause for details on the rights and obligations of third party beneficiaries on page 16.

**Total loss** means when, in **our** opinion, the **vehicle** or trailer is so badly damaged that it would not be either safe or it is **uneconomical to repair**, or when it has not been found within 14 days of **you** reporting its theft to **us**.

**Uneconomical to repair** means when the cost of repairs to **us** plus the salvage value is greater than the:

- replacement cost – where a **total loss** gives **you** the right to a replacement **vehicle** under the **policy**; or
- **agreed value** – if **your vehicle** is insured for an **agreed value**; or
- **market value** – if **your vehicle** is insured for **market value**, unless otherwise notified to **you** by **us** in writing.

**Vehicle** means the registered vehicle shown on **your policy schedule** including:

- its standard tools, modifications and accessories as supplied by the manufacturer,
- its fitted or non-standard extras, modifications and accessories which are listed in **your policy schedule**;

Where **you** are using a **substitute vehicle** the reference to a vehicle in the other **terms** of the **policy** as they apply in relation to the “Legal Liability” covers includes the **substitute vehicle** (not the “Cover for Accidental Loss or Damage to Your Vehicle”).

**Vehicle usage** means the use of **your vehicle**, which **you** have told **us** about. This is shown on **your policy schedule**. Vehicle usage may be either:

- **business** which means any **vehicle** which:
  - i) is registered as a business **vehicle**, or
  - ii) is used for income earning purposes.
- **private** which means any type of use other than business use.

**We, our, Sompo, insurer** or **us** refers to the insurer Sompo Japan Insurance Inc. ABN 31 000 837 801 (incorporated in Japan) of Suite 602, Level 6, 50 Berry Street North Sydney NSW 2060, acting through its agent SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313 (SURA) under a binder.

**You** or **your** means the person(s) named in the **policy schedule** as the insured that **we** enter into the **policy** with.

# Cover For Accidental Loss Or Damage To Your Vehicle

The following only apply to the extent relevant and 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”.

**We** will cover **you** for **accidental** loss (including theft) or any other type of **accidental** damage which happens to **your vehicle** during the **period of insurance**.

Where new for old replacement of a new **vehicle** after a **total loss** does not apply, at **our** option (acting reasonably) **we** will:

- repair **your vehicle**; or
- pay **you** the reasonable cost of repairing **your vehicle**; or
- pay **you** the **market value** of **your vehicle** when the **policy schedule** shows that **your vehicle** is insured for **market value**; or
- pay **you** the **agreed value** of **your vehicle** when the **policy schedule** shows that **your vehicle** is insured for an **agreed value**.

The **policy schedule** will show if **your vehicle** is insured for **market value** or **agreed value**.

Further **we** will adjust **your** claims payment in accordance with the GST provision shown under “GST Notice”.

The above cover is provided subject to the other **terms** of this section and the **policy** (including those relating to limits and **excess(es)**).

## New for Old Replacement After a Total Loss

**We** will replace **your vehicle** with a new **vehicle** of the same make, model, engine size, features and paint type including any modifications, options and accessories, so long as it is available in Australia, provided:

- **your vehicle** is a **total loss**;
- **your vehicle** was purchased new or as a demonstrator model by **you** from the manufacturer or their dealer; and
- where **your vehicle** is financed, **your** financier has given **us** written consent; and
- **your vehicle** is less than two years old from when it was first registered at the time it is declared a **total loss**.

If the payment of an **excess** is applicable it is payable to **us** upfront before **we** replace **your vehicle**.

If a new replacement **vehicle** is not available, **we** will pay **you** either the **market value** or **agreed value** of **your vehicle**, whichever is shown in the **policy schedule**. Where **your vehicle** is financed, **we** will require written consent from **your** financier in order to provide a replacement **vehicle**.

**We** will also pay for the stamp duty, dealer charges and the registration for the period registered (but not exceeding 12 months) on the new replacement **vehicle**. **You** pay **us** any refund amount obtained from **your** registration.

Where **we** replace **your vehicle**, **your policy** will continue to cover **your** new replacement **vehicle** until the end of the **period of insurance**. **We** will not require **you** to pay any additional premium for this cover.

# Cover For Damage To Other People's Property (Legal Liability)

The following only apply to the extent relevant and 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".

**We** will cover **your** legal liability to pay compensation for loss of or damage to someone else's property caused by a motor **vehicle accident** for which **you** are **at fault** which occurs during the **period of insurance** and arises out of the use of:

- **your vehicle**;
- a **substitute vehicle** used by **you** while **your vehicle** is being serviced or repaired. (Note any reference to a "**vehicle**" for the purposes of any **term** of the **policy** applying to this "Legal Liability" cover and the "Additional Cover for Supplementary Bodily Injury" cover below, includes **substitute vehicle**); and/or
- a caravan or trailer towed by **your vehicle**.

The above cover is also extended to:

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

**We** will not cover legal liability:

- where the **vehicle** is unregistered; or
- when the loss or damage occurs to **your** own property, **your** spouse's or de facto's property or to property which is in **your** possession, custody or control; or
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability even if the amount **recoverable** is nil;
- when the loss or damage occurs to **your** own property, **your** spouse's or de facto's property, except to:
  - a residential building that **you** are renting or is on loan to **you**; or
  - employee's or visitor's vehicles and their contents while contained in a car park provided by **you**; or
- loss or damage to the **vehicle** itself.

## No cover for legal liability after a total loss

On the date **we** confirm that **we** will pay **your** claim for the **total loss** of **your vehicle**, all cover under the **policy** in respect of that **vehicle** will cease, except where a replacement **vehicle** is provided by **us**.

# Additional Cover For Supplementary Bodily Injury (Legal Liability)

The following only apply to the extent relevant and 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”.

**We** will also cover:

- **you**;
  - a currently licensed driver of **your vehicle** driving the **vehicle** with **your** consent; and
  - passenger travelling in or getting into or out of the **vehicle** with **your** permission,
- for legal liability for death or bodily injury caused by or arising out of the use of **your vehicle**, if **your vehicle** is registered for use on a public road when the liability is incurred, and arises from one or more of the following **events** which occurs during the **period of insurance**:

- driving or being in charge of **your vehicle**;
- goods being carried by or falling from **your vehicle**;
- loading or unloading **your vehicle**.

**We** will also cover the legal liability of a passenger travelling in or getting into or out of **your vehicle** with **your** permission, or the permission of a currently licensed driver driving or in charge of **your vehicle** with **your** consent.

**We** will not pay:

1. if the **event** or series of related **events** that gives rise to the legal liability or any part of it is covered or indemnified or insurable in any way by or under any statutory or compulsory insurance policy or any statutory or compulsory insurance, or compensation scheme or fund, covering such legal liability even if the amount **recoverable** is nil.
2. any amount of a claim over that **recoverable** under any:
  - statutory or compulsory insurance policy or any statutory or compulsory insurance, or
  - compensation scheme or fund.
3. if the legal liability would have been covered or indemnified in any way if **you** had not failed to:
  - insure **your vehicle**,
  - register **your vehicle**, or
  - comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
4. for legal liability to any:
  - person driving or in charge of **your vehicle**;
  - of **your** employees; or
  - member of **your family**.
5. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).

6. unless **you** or the person claiming under this section have notified **us** of a claim under this section as soon as reasonably possible after **you** or that person first becoming aware of an intention to make a claim against **you** or that person. **We** may reduce or refuse **your** claim to the extent **we** are prejudiced by any delay in notifying **us**.
7. for legal liability caused by or arising from an intentional act by **you** or any other person.
8. any amount of exemplary, punitive or aggravated damages.

#### Maximum amount payable

The maximum amount **we** will pay in total for all claims under this **policy** for liability for damage to other people's property and/or supplementary bodily injury cover arising from a single **event** or series of related **events** is \$20,000,000.

# Other Benefits We Will Pay

The following only apply to the extent relevant and 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”.

Unless **we** have stated differently under one of the additional benefits listed below, any payment **we** may make under this section will be paid in addition to any amount payable for the **accidental** loss of or damage to **your vehicle** or any amount payable under legal liability which is covered under the **policy**.

## 1. Legal costs

Provided **we** agree in writing, **we** will pay for all legal costs and expenses in defending any court proceedings which may arise from a claim under the legal liability cover for liability covered by **your policy**.

**We** will not pay for any legal costs and expenses relating to any criminal or traffic enforcement related proceedings.

## 2. Rental car following theft

If **your vehicle** is stolen and **we** have accepted a claim for this theft under **your policy**, **we** will:

- arrange for **you** to be provided with a rental car but the maximum daily rental charge **we** will pay is \$150 and any additional charges incurred, other than the daily rental rate, for any such rental are excluded; or
- if a rental car is not available, pay **you** a daily travel allowance of \$30, until recovery of the **vehicle** subject to the following.

The most **we** will pay under this benefit in relation to any one **vehicle** during the **period of insurance** for all **events** is a maximum of \$3,000, or 20 days whichever the lesser.

**We** will arrange a rental car for **you**. If **you** arrange **your** own rental car without **our** consent, **we** are not obliged to pay for the rental car **you** arranged.

**We** will not pay for:

- the cost of fuel used during the rental period, or
- any **accidental** loss or damage to the rental car.

If a rental or loan car is not available, **we** will pay **you** a daily travel allowance of \$30.

An optional benefit is available for rental car following an **accident** as well. See Optional Benefits below.

## 3. Towing

When **your vehicle** is damaged in an **accident** covered by **your policy** and it is not roadworthy or safe to drive or needs to be held in storage, **we** will pay the reasonable costs of:

- one tow to get **your vehicle** from the scene of the **accident** to:
  - the nearest repairer or such other repairer agreed to by **us** (such agreement not to be unreasonably withheld); or
  - another location nominated or agreed by **us** (such agreement not to be unreasonably withheld);

- storing **your vehicle** at a location nominated or agreed by **us** (such agreement not to be unreasonably withheld).

If **your vehicle** needs to be towed more than once, **we** will pay the first tow which occurred.

#### 4. Vehicle being transported by ship

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.

#### 5. Trailer and caravan cover

Where **we** have accepted **your** claim for **accidental** loss (including theft) or any other type of **accidental** damage to **your vehicle** under the **policy** **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 theft or damage.

**We** will pay the lesser of \$500 or the **market value** of the trailer or caravan.

**We** will not pay for property being carried in or on the trailer or caravan.

#### 6. Emergency repairs

**We** will reimburse **you** for the cost of emergency repairs which may be necessary to enable **you** to drive **your vehicle** home after it is involved in a covered **accident**.

The maximum **we** will pay in respect of any one **accident** is \$1,500.

#### 7. Personal effects and clothing

If **your vehicle** has suffered **accidental** loss (including theft) or any other type of **accidental** damage to covered by **your policy**, **we** will also pay for **personal effects** and clothing belonging to **you**, **your** spouse, **your** de facto or dependent children provided they were:

- damaged in the covered **collision** involving **your vehicle**;
- stolen from **your vehicle** which was locked; or
- stolen at the same time as **your vehicle**.

**We** may choose (acting reasonably) to pay the amount of the loss or damage, or repair or replace the personal effect or item of clothing.

The maximum **we** will pay in respect of any one **accident** or theft is \$500.

#### 8. Transportation costs

If **your vehicle** cannot be safely driven home after a covered **accident**, **we** will reimburse **you** for the cost of:

- travel necessary to return **you**, **your** spouse, **your** de facto and/or dependent children to **your** home, and/or
- transportation to collect **your vehicle** when it has been repaired.

The maximum **we** will pay in respect of any one **accident** giving rise to a claim is \$1,000.



## 9. Re-keying and re-coding of locks

If the keys to **your vehicle** are stolen by a person that is not a **family** member, invitee or person who resides with **you**, **we** will pay for the replacement of **your vehicle's** keys and the necessary recoding of **your vehicle's** locks.

The maximum amount **we** will pay is the amount by which the cost to re-key and/or re-code **your vehicle** exceeds the basic **excess** payable for the claim, up to a maximum amount of \$1,000 for any one claim.

This benefit will only apply if the theft of **your** keys has been reported to the police.

Cover under this benefit does not entitle **you** to a claim for a rental vehicle or any other additional benefit.

## 10. Baby capsules seats and/or child seats

If **your vehicle** has suffered **accidental** loss (including theft) or any other type of **accidental** damage to covered by **your policy**, **we** will cover the reasonable cost of replacing the baby capsules and/or child seats stolen or damaged in the **accident**.

The maximum **we** will pay in respect of any one **accident** giving rise to a claim is \$500.

# Optional Benefits

The following only apply to the extent relevant and 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”.

**Your policy schedule** will show which, if any, of the following optional benefits apply. Depending on the **policy** options selected, **your** premium may have been increased or reduced.

Any optional benefits **you** have been provided with will be automatically included with any renewal offer **we** make unless **you** contact **us** and ask **us** to remove these optional benefits at renewal.

## 1. Rental or loan car following an accident

When the **policy schedule** shows that the rental or loan car following an **accident** option applies and **we** accept a claim for **accidental** damage to **your vehicle**, **we** will:

- provide **you** with a rental or loan car; or
- if a rental or loan car is not available, pay **you** a daily travel allowance of \$30.

The rental or loan car benefit will be provided from:

- the date repairs to **your vehicle** are authorised; or
  - the date **your vehicle** is made available for repairs to be commenced,
- whichever is the later.

The maximum daily rental charge **we** will pay is \$75. **We** will provide the rental or loan car benefit:

- for a maximum period of 14 days; or
- until the repairs have been completed; or
- until **we** settle **your** claim by paying **you** the **agreed value** or **market value**,

whichever happens first.

**We** will extend **your** rental car or daily travel allowance period to the extent that **we** caused or contributed to the delay in repairing **your vehicle**.

**We** will arrange a rental car for **you**. If **you** arrange **your** own rental car without **our** consent, **we** are not obliged to pay for the rental car **you** arranged.

**We** will not pay for:

- the cost of fuel used while driving the rental or loan car, or
- any **accidental** loss or damage to the rental or loan car.

## 2. Removal of basic excess for windscreen claims

When the **policy schedule** shows that the removal of basic **excess** for windscreen claims option applies, if the windscreen, sunroof or window glass in **your vehicle** is **accidentally** broken or damaged, **we** will not apply an **excess** to **your** claim.

This option only applies:

- to one claim under this benefit in any one **period of insurance**; and
- if the broken windscreen, sunroof or window glass is the only damage to **your vehicle**.

**Your** no claim bonus entitlement is not affected if **your** claim is only for the cost of repairing or replacing the windscreen, sunroof or window glass in **your vehicle** if it is **accidentally** broken or damaged.

### 3. Protected no claim bonus

When the **policy schedule** shows that protected no claim bonus applies, **we** will not reduce **your** current no claim bonus entitlement for the first claim in any one **period of insurance**:

- which is an **at-fault** claim; or
- that is not an **at-fault** claim where:
  - **you** are unable to provide **us** with the responsible party's name, address and **vehicle** registration number or any other information that would reasonably allow **us** to identify the person so that **we** can exercise **our** rights of recovery; or
  - it is made due to any storm, naturally occurring **event** or a **collision** with an animal; or
- where **we** are unable to recoup the expenses **we** incurred in providing cover for any **accidental** loss or damage to **your vehicle** or in covering any of **your** legal liability costs after a claimable **event**.

### 4. Restricted drivers

When the **policy schedule** shows that the restricted driver option applies, **we** will not cover any **accidental** loss, damage or liability, which results in a claim, when the driver of **your vehicle** was a person under 25 years of age.

**We** will not refuse to pay **your** claim if the driver of **your vehicle**:

- was found guilty of theft or illegal use of **your vehicle**;
- was a person paid by **you** to repair, service or test **your vehicle**; or
- was an attendant at a car park.

### 5. Nominated driver

When the **policy schedule** shows that the **nominated driver** option applies, **we** will apply an unnamed driver **excess**, if **you** make a claim for any **event** when **your vehicle** was being driven by any driver not listed in **your policy schedule** as a **nominated driver**.

**We** will not impose the unnamed driver **excess** if the driver of **your vehicle**:

- was found guilty of theft or illegal use of **your vehicle**; or
- was a person paid by **you** to repair, service or test **your vehicle**; or
- was an attendant at a car park; or
- was a learner driver accompanied by the holder of a full unrestricted Australian driver's licence.

This **excess**, if payable, will replace any other **excesses** which would otherwise have been applicable to the unnamed driver.

### 6. Tools of trade

When the **policy schedule** shows that the tools of trade option applies and **we** accept a claim for **accidental** loss of or damage (including theft) to **your vehicle** under **your policy**, **we** will also cover **accidental** loss of or damage to tools of trade, trade stock and materials arising from that covered **event**.

This option only applies:

- if the tools of trade, trade stock or materials are stolen via forcible and violent entry to **your** securely locked **vehicle** and/or toolbox which was permanently fixed to **your vehicle**; or
- if tools of trade, trade stock or materials are damaged as a result of a motor **vehicle collision**.

The maximum **we** will pay is the amount by which the cost to replace tools of trade, trade stock and materials exceeds the basic **excess** payable for the claim, up to a maximum amount of \$1,500 for any one claim.

Only one basic **excess** is applicable to any one claim **event** and only the basic **excess** is applicable to this tools of trade policy option.

## How You Earn a No Claim Bonus Rating

This no claim bonus rating rewards **you** for not having claims and with each additional consecutive year that **you** and the covered drivers on **your policy** have not had a claim helps keep **your** premium lower (up to a maximum and subject to minimum premiums).

When a claim is made, the no claim bonus rating may be reduced (including to nil).

**Your** no claim bonus rating is not affected if:

- the driver of **your vehicle** at the time of the **accident** did not contribute to the cause of the **accident**; or
- **your vehicle** was damaged while parked,

and in each case **you** can provide **us** with the name, contact details, or any other information that would reasonably allow **us** to identify the other person so that **we** can exercise **our** rights of recovery; and

- the amount **we** have paid out to cover **your** loss is **recoverable**.

Premiums are calculated prior to the no claim bonus rating being applied. The premium for a **policy** may increase if affected by a claim, regardless of whether the Safe Driver Star Rating is altered.

Contact **us** if **you** need more information.

# When We Will Not Pay Your Claim

The following only apply to the extent relevant and 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”.

**You** are not covered and **we** will not pay any claim under the **policy** for loss, damage or liability or costs or expenses that is caused by, arises from, or is in any way connected with:

## 1. Unlicensed driver

**your vehicle** being driven by or in charge of any person, including **you**, who was not unlicensed to drive **your vehicle** or not complying with any condition of their licence.

**We** will pay a claim for **you** but not the driver or person in charge of **your vehicle** if **you** can prove to **us** that:

- **you** were not the driver of the **vehicle** when the **event** leading to the claim occurred; and
- **you** did not or could not reasonably have been expected to know that the driver was unlicensed, or not complying with the condition of their licence.

## 2. Declined driver

**your vehicle** being driven by a person nominated in the **policy schedule** as a **declined driver**.

## 3. Driver under the influence

**your vehicle** being driven by **you**, or any other person:

- under the influence of any drug or intoxicating alcohol; or
- who, as a result of the **accident**, is convicted of driving under the influence of intoxicating alcohol; or
- who had a percentage of alcohol in their breath or blood in **excess** of the percentage permitted by law in the state or territory where the **accident** occurred; or
- who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

**We** will pay a claim for **you**, but not the driver or person in charge of **your vehicle**, if **you** can prove to **us** that:

- **you** were not the driver of the **vehicle** when the **event** leading to the claim occurred; and
- **you** had no reason to suspect that the driver was affected by alcohol or any drug.

## 4. Overloaded vehicle

**your vehicle** (or any trailer or caravan attached to the **vehicle**) being used to:

- carry a number of passengers; or
- carry or tow a load,

greater than that for which **your vehicle** was designed for or that the driver is permitted to carry by law.

**We** will not refuse **your** claim if **you** can prove that the **accidental** loss, damage or liability was not caused or contributed to by its greater load towed or carried, or number of passengers.

## 5. Unsafe vehicle

**your vehicle** (or any trailer or caravan attached to the **vehicle**) being used in an unsafe or unroadworthy condition.

## 6. Carrying passengers for hire, fare or reward

**your vehicle** (or any trailer or caravan attached to the **vehicle**) being used to carry passengers for hire, fare or reward (including rental) except under a private pooling arrangement or where **your vehicle** is noted as being used for ride share on the **policy schedule**. If **your** full time employer pays **you** a travelling allowance, **we** will not consider such an allowance as hire, fare or reward.

## 7. Motor sport

**your vehicle** (or any trailer or caravan attached to the **vehicle**) being used for any motor sport or time trial or was being tested in preparation for any motor sport or time trial.

## 8. Motor trade

**your vehicle** (or any trailer or caravan attached to the **vehicle**) being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.

## 9. Deliberate, intentional, malicious or criminal act

a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- **you**, or any other person named in the **policy schedule**; or
- any person who is acting with **your** express or implied consent.

## 10. War

any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

## 11. Nuclear

ionising radiation or contamination by radioactivity from:

- any nuclear fuel or from any nuclear waste;
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission); or
- nuclear weapons material.

## 12. Terrorism exclusion

- any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or
- any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in the above point.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- influence a government or any political division within it for any purpose, and/or
- influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

### 13. Absolute asbestos exclusion

the existence, at any time, of asbestos.

### 14. Loss of use

any loss of use of **your vehicle**.

### 15. Depreciation

any depreciation, wear and tear to **your vehicle**.

### 16. Breakdown

any structural, mechanical, electrical, failure, breakdown.

### 17. Tyres

damage to tyres caused by application of the brakes or by road punctures, cuts or bursts.

### 18. Lawful seizure

any loss or damage as a result of the lawful seizure of **your vehicle**.

### 19. Safeguarding your vehicle

any loss or damage to **your vehicle** at any time, including after an **accident**, theft or breakdown unless **you** have taken reasonable steps to protect or safeguard it.

Reasonable steps include ensuring that any security or tracking device in **your vehicle** is fully maintained and activated at the time of loss or damage.

### 20. Renting a vehicle

- any costs associated with the loan of a **vehicle**; or
- the cost of renting a **vehicle**;

except for those circumstances detailed in:

- rental car following theft,
- transportation costs; or
- rental or loan car following an **accident**.
- choice of repairer.

## 21. Failure of computer or similar equipment

loss or damage to any machinery, equipment, part, accessory or other property which:

- is a computer or which contains or comprises any computer technology (including computer chip or control logic); and
- fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
- arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or **accidental**.

## 22. Waiting period exclusion for cyclone, flood and bush fires

loss or damage caused by cyclone, **flood** or bush fires in the first 72 hours after the **policy** is first taken out (it does not apply to renewals). However, **you** will be covered from the time **you** take out the **policy** for covered loss of or damage to **your vehicle** not caused by these **events**.

## 23. Theft of your vehicle

any theft of **your vehicle** unless at the time of the theft:

- the ignition keys were not left in the **vehicle** whilst the **vehicle** is unattended;
- all the doors and windows were locked if the **vehicle** was parked or unattended; and
- **you** were accompanying anyone test driving the **vehicle** as part of **you** selling the **vehicle**.

## 24. Communicable disease

all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

For the purposes of this exclusion loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **communicable disease**.

## 25. Cyber

any:

- **cyber loss**, unless subject to the provisions of paragraph 25.1;
  - loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**, unless subject to the provisions of paragraph 25.2;
- regardless of any other cause or event contributing concurrently or in any other sequence.



- 25.1 This **policy** covers physical loss or physical damage to property insured under this **policy** caused by any ensuing fire or explosion which directly results from a **cyber incident**, unless that **cyber incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**.
- 25.2 Should **data processing media** owned or operated by **you** suffer physical loss or physical damage insured by this **policy**, then this **policy** will cover the cost to repair or replace the **data processing media** itself plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **data processing media**. However, this **policy** excludes any amount pertaining to the value of such **data**, to **you** or any other party, even if such **data** cannot be recreated, gathered or assembled.

# General Conditions

The following only apply to the extent relevant and 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”.

## 1. Changes to Your Insurance Details – What You Must Tell Us

**You** must tell **us** as soon as reasonably possible, if during the **period of insurance**:

- the driver/s of **your vehicle** change; or
- the place where **your vehicle** is regularly garaged/kept changes; or
- **your vehicle** is modified in a manner that affects its value or performance in any way; or
- the **vehicle usage** changes; or
- any security or tracking devices on **your vehicle** are modified or no longer operational, or
- any finance on **your vehicle** changes; or
- any matter listed on **your policy schedule** changes or is inaccurate.

When **we** receive this information, **we** may:

- propose changes to the **terms** and conditions of **your policy**, or
- propose to charge **you** additional premium, or
- cancel **your policy** if there is a change and **we** can't reach an agreement with **you** on altered **terms** and conditions or premium, or **we** are no longer prepared to insure **you** because there has been a material change to the risk; or
- decide not to offer to renew **your policy**.

If **you** do not provide the information as soon as reasonably possible **we** may be entitled to reduce, or refuse to pay a claim under the **policy** to the extent permitted by applicable law. See “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” on page 13.

## 2. If You Replace Your Vehicle

If **you** permanently replace **your vehicle**, **we** will provide temporary cover for the replacement **vehicle** from the date of purchase to a maximum of 14 days. If cover is to continue on the replacement **vehicle**:

- **you** must give **us** full details of the replacement **vehicle** during the 14 day temporary cover period;
- **you** must obtain **our** agreement to cover **your** replacement **vehicle**; and
- **you** must pay any extra premium **we** require.

Cover on the replaced **vehicle** ceases 14 days from the date of purchase of the replacement **vehicle**.

## 3. Cancellation

### Cancellation by you

**You** may cancel **your policy** at any time by contacting **us** and giving **us** notice of cancellation.

Cancellation will take effect from 4:00pm on the day **we** receive **your** notice of cancellation or such other time otherwise agreed between **us** and **you**.

## Cancellation by us

Subject to applicable law, **we** may cancel the **policy** as set out in the Insurance Contracts Act 1984 (Cth) by giving **you** written notice to that effect. This includes where:

- **you** have:
  - failed to comply with the duty of utmost good faith;
  - failed to comply with the duty to take reasonable care not to make a misrepresentation to **us** before entering into, varying, extending or renewing the **policy**, where this duty applies to **you**;
  - failed to comply with a provision of the **policy**, including a provision with respect to payment of the premium;
  - made a fraudulent claim under the **policy** or any other policy of insurance (whether with **us** or some other insurer) that provided insurance cover during any part of the period during which the **policy** provides insurance cover; or
  - failed to notify **us** of any specific act or omission or failure that has occurred after the **policy** is entered into where notification is required under the **terms** of the **policy**.
- the effect of the **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 the **policy** was entered into, such an act or omission or failure has occurred.

When **we** cancel the **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 when another policy of insurance replacing the **policy** is entered into by **you** with **us** or another insurer; or
- 4:00pm on the third (3rd) business day after the day on which notice was given to **you** unless the **policy** is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4:00pm on the fourteenth (14th) business day after the day on which notice was given to **you**.

## Effect of cancellation

Subject to applicable law, the **policy** with **us** ends from the time of cancellation. However, cancellation by **us** or **you** does not affect any rights that **you** had under the **policy** when it was in force. For **your** rights to any premium refund in relation to a cancellation see “Premium refund” section.

## Premium refund

If **you** or **we** cancel the **policy** **we** may deduct:

- a pro rata proportion of the premium for any time for which **you** have been covered. For example, if **your period of insurance** is 12 months and **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium; and
- any government taxes or duties paid by **us** in relation to **your policy** **we** cannot recover.

However, in the event that **you** have made a **total loss** claim under this **policy** and **we** have agreed to the claim no return of premium will be made.

## 4. Keeping Evidence of the Value of the Insured Property

**You** should keep evidence of the value of all property covered under **your** insurance **policy**. **You** should also keep evidence of the amount of any **accidental** loss, damage or destruction.

## 5. Prevention of Loss or Damage

**We** may not pay **your** claim if **you** do not take all reasonable precautions to prevent injury, loss or damage, including securing **your vehicle** against unauthorised entry when it is unattended. This includes removing **your** keys and locking the **vehicle** and ensuring all security and tracking devices are active and maintained. It is a condition of this **policy** that **your vehicle** be kept in good repair.

## 6. GST Notice

This **policy** has a GST provision in relation to premium and **our** payment to **you** for claims. It may have an impact on how **you** determine the amount of insurance **you** need. Please read it carefully. Seek professional advice if **you** have any queries about GST and **your** insurance.

### Sums Insured

All monetary limits in this **policy** may be increased for GST in some circumstances (see below).

### Claim Settlements – Where We Agree to Pay

When **we** calculate the amount **we** will pay **you**, **we** will have regard to the items below:

- where **you** are liable to pay an amount for GST in respect of an acquisition relevant to **your** claim (such as services to repair a damaged item insured under the **policy**) **we** will pay for the GST amount.

**We** will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the **policy** or in this schedule.

If **your** sum insured/limit of liability is not sufficient to cover **your** loss, **we** will only pay the GST amount that relates to **our** settlement of **your** claim.

**We** will reduce the GST amount **we** pay for by the amount of any input tax credits to which **you** are or would be entitled.

- where **we** make a payment under this **policy** as compensation instead of payment for a relevant acquisition, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** would have been entitled to had the payment been applied to a relevant acquisition.
- where the **policy** insures business interruption, **we** will (where relevant) pay **you** on **your** claim by reference to the GST exclusive amount of any supply made by **your** business that is relevant to **your** claim.

### Disclosure – Input Tax Credit Entitlement

If **you** register, or are registered, for GST **you** are required to tell **us** **your** entitlement to an input tax credit on **your** premium. If **you** fail to disclose or understate **your** entitlement, **you** may be liable for GST on a claim **we** may pay. This **policy** does not cover **you** for this GST liability, or for any fine, penalty or charge for which **you** may be liable.

# Making a Claim

The following only apply to the extent relevant and 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”.

## What You Must Do

### 1. Do not admit liability

**You** must not:

- admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
  - offer or agree to settle any claim,
- without **our** written consent.

### 2. Prevent further loss, damage or liability

**You** must take all reasonable care to prevent and limit any further loss, damage or liability.

### 3. Contact the police

Subject to the laws of the state or territory in which the **accident** occurs, **you** must as soon as possible:

- contact the police if any person was injured as a result of the **accident**;
- request the police to attend the scene of the **accident**;
- 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**;
- contact the police if **your** car is stolen or maliciously damaged.

### 4. Contact us as soon as possible

If there is any **accidental** loss, damage or liability which is likely to result in a claim, **you** must give **us** notice as soon as possible.

In certain cases if **you** don’t get **our** prior consent to taking certain actions as required by the relevant **policy term**, this may allow **us** to refuse to pay or reduce a claim and/or cancel the **policy** to the extent permitted by applicable law.

**You** must assist **us** with **your** claim. This means **you** must give **us** all the relevant information and assistance with **your** claim which **we** may reasonably require.

This can include giving **us** relevant details of any **accidental** loss, damage or anticipated or alleged liability and such other information in relation to the claim as **we** may reasonably require.

**You** or **your** representative must give **us** relevant details in a manner **we** reasonably require. This will usually be either:

- in writing by completing **our** claim form which will be supplied to **you** when **you** contact **us**; or
- verbally.

## Your Vehicle

Any correspondence **you** receive regarding the **accident** or **event** must be sent to **us** as soon as possible. **You** must advise **us** as soon as possible of:

- any notice of impending prosecution;
- details of any inquest or official enquiry.

If the claim is for legal liability:

- **we** are entitled to take over and conduct the defence of any claim made against **you** for damages by a third party. **We** have full discretion (acting reasonably and taking **your** interest into account) in conducting any negotiations, proceedings and the settlement of claims.
- **you** may make a written request to **us** to agree that **you** are covered in respect of the claim.

## How we approach your claim

**We** consider relevant information related to the claim and decide:

- if **your** claim is covered under the **policy terms** and to what extent (e.g. what limit(s) might apply);
- what **excess(es)** apply (if any). See “Excesses” on page 48.
- whether there is outstanding premium that may need to be deducted; and
- if **we** have agreed to let **you** keep the wreck where there is a **total loss**, what **we** reasonably estimate the salvage value to be, which **we** will deduct. Normally **we** will keep the **vehicle** in the event of a **total loss**.

Within a reasonable period of time, **we** will advise **you** of **our** decision. If **you** have a complaint or wish to dispute **our** decision see “Complaints and Dispute Resolution” on page 19.

## 5. Repairing your vehicle

If **we** choose the option of repairing **your vehicle**, **we** will decide (acting reasonably) the best way of repairing any damage that exists. **You** must contact **us** for approval before **you** start any repairs on **your vehicle**.

## 6. Choice of repairer

**We** can assist **you** in selecting a suitable repairer to repair the damage to **your vehicle**; **you** also have the right to choose **your** own repairer. In both instances **we** will work closely with the repairer to strive to achieve the best repair outcome for **you** however **we** may require a second quotation from a repairer chosen by **us**.

**We** will then choose (subject to any relevant **policy** limits and acting reasonably) to:

- 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**. In the instance that **we** both agree to move **your vehicle** **we** will provide **you** with a rental car for up to three days in addition to any other benefit provided under **your policy**. The maximum **we** will pay for the rental car is \$100 per day.

## 7. Authorising repairs

Where **you** have comprehensive cover **you** may only authorise emergency repairs as detailed under “Emergency Repairs” benefit on page 32. **You** must not authorise further repairs to **your vehicle** without **our** prior consent.

Before **we** make a decision regarding **your** claim and repairs to **your vehicle**, **we** may need to inspect **your vehicle**. A motor **vehicle** assessor will be appointed by **us**. **We** or **our** assessor will make the necessary arrangements with **you**.

- Where diagnosis (such as the stripping of engine) is required to determine if there has been an **accident** covered by this **policy**, if **you** or **we** (with **your** agreement) incur costs for such diagnosis and reassembly and the claim is subsequently accepted as valid by **us**, **we** will bear these costs subject to sum insured/limits of liability; and
- if the claim is not lodged or the claim is not subsequently accepted by **us**, **you** agree to pay for the diagnosis and reassembly costs.

### Part we use to repair

If **we** are unable to repair the part, **we** 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.

**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 accessory.

In the event that any spare part, extra or accessory cannot be obtained immediately, **we** may choose to pay **you** the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

## 8. 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.

## 9. Guarantee and warranty

**We** guarantee materials and workmanship on repairs **we** authorise for as long as **you** own or lease **your vehicle**. This guarantee is not transferable.

## 10. Our rights of recovery

- **We** have the right to recover from any person, in **your** name, the amount of any claim paid under this **policy** and **we** have full discretion in the conduct, settlement or defence of any claim in **your** name.
- **We** will act reasonably having regards to **your** interests, and will keep **you** informed if **you** ask **us** to. If **we** recover more than the amount **we** have paid to **you** or on **your** behalf, **we** will pay **you** the balance. The amount of any **excess you** have paid will only be refunded when **your** claim is **recoverable**.
- The amount of **excess you** have paid will only be refunded when **your** claim is **recoverable**.

## 11. Salvage of your vehicle when it is a total loss

If **your vehicle** is a **total loss** and **we** have agreed to pay the **market value** or **agreed value** for **your vehicle** or replace it:

- the wreckage of **your vehicle** will become **our** property; and
- **we** will keep the proceeds of any salvage sale;

at **our** discretion (and if safe to do so), **you** may reclaim the **vehicle** if **you** agree to pay **our** reasonable estimate of the salvage price.

## 12. Damaged property

If **we** settle the claim for a damaged item then it becomes **our** property. At **our** discretion (and if safe to do so), **you** may reclaim the damaged item if **you** agree to pay the reasonable estimate of the salvage price.

## 13. 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 **market value** or **agreed value** for **your vehicle**:

- the amount of any unpaid premium for the **period of insurance** will be deducted from the amount payable to **you**, and
- if **we** are replacing **your vehicle**, **you** must pay **us** the balance of any unpaid premium for the **period of insurance**.

## 14. No return of premium after a total loss

If **your vehicle** is a **total loss** and **we** have agreed to pay the **market value** or **agreed value** for **your vehicle**, no return of premium will be made for any unused portion of the premium.

## 15. GST

**We** will adjust **your** claims payment in accordance with the GST provision noted under GST Notice.

## Excesses

The following only apply to the extent relevant and 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”.

There are different kinds of **excesses** which might apply. These are shown on the **policy schedule** under the heading “Excess Applicable to Claims”. **You** may have to pay more than one **excess**.

If **we** settle **your** claim by cash settlement **we** will deduct the relevant **excess(es)** from the amount **we** pay **you**. In other cases, **you** may need to pay the **excess(es)** as a contribution to the repair or replacement.



Excess type	When payable
<b>Basic Excess</b>	<p>Payable for each claim.</p> <p>Amount shown on the <b>policy schedule</b> next to the heading “Basic Excess”.</p>
<b>Nominated Driver Excess</b>	<p>If <b>you</b> make a claim for an <b>accident</b> when <b>your vehicle</b> was being driven by the person listed under the <b>nominated driver excess</b> in the <b>policy schedule</b> you will need to pay the <b>nominated driver excess</b> shown on <b>your policy schedule</b>.</p> <p><b>You</b> will not pay the <b>basic excess</b>.</p>
<b>Age Excess</b>	<p>If <b>you</b> make a claim for an <b>accident</b> when <b>your vehicle</b> was being driven by a driver under the age of 25, <b>you</b> must pay the age <b>excess</b> shown in the <b>policy schedule</b> in addition to the basic <b>excess</b> and all other applicable <b>excesses</b> payable.</p>
<b>Undeclared Young Driver Excess</b>	<p>If <b>you</b> make a claim for an <b>accident</b> when <b>your vehicle</b> was being driven by a driver under the age of 25, who was not listed in <b>your policy schedule</b>, the undeclared young driver <b>excess</b> shown on the <b>policy schedule</b> must be paid in addition to the basic <b>excess</b> and age <b>excess</b>.</p>
<b>Inexperienced Driver Excess</b>	<p><b>You</b> will need to pay the inexperienced driver <b>excess</b> shown on <b>your policy schedule</b> in addition to the basic <b>excess</b> payable and all other applicable <b>excesses</b> payable, if <b>you</b> make a claim for an <b>accident</b> when <b>your vehicle</b> was being driven by a driver over the age of 25 who has not held a driver’s licence for more than 2 years.</p>

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## When You Do Not have to Pay an Excess

**You** will not have to pay any **excess** if:

- the claim relates to damage, and **you** or the driver are not **at-fault** for the **accident**; and
- **you** can provide **us** with the name and contact details of the other person or any other information that would reasonably allow **us** to identify the person so that **we** can exercise **our** rights of recovery; and
- the claimable loss is **recoverable** by **us**.

**You** will not have to pay any **nominated driver**, age (young driver), undeclared young driver or inexperienced driver or driver **excess** if **you** are claiming for any of the following:

- windscreen, sunroof or window glass damage only;
- theft;
- hail, storm, cyclone, bush fire or **flood** damage;
- malicious damage; or
- damage to **your vehicle** while parked.

**You** will not have to pay any **nominated driver**, age (young driver), undeclared young driver or inexperienced driver or driver **excess** if the driver:

- stole or was illegally using **your vehicle**;
- had been paid by **you** to repair, service or test **your vehicle**;
- was an attendant at a carpark; or
- was a learner driver accompanied by the holder of a full unrestricted Australian drivers licence.

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If **you** don't pay the **excess** to **us** or as **we** direct, **we** may deduct the **excess** from the amount **we** pay in relation any claim. Unless **we** expressly state otherwise, the relevant limit of liability **we** pay up to is less any applicable **excess**.

## Credit Provider's Rights

The following only apply to the extent relevant and 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".

**You** must tell **us** if **you** have used the **vehicle** as security for a loan. This may also apply if **you** have a lease or hire purchase agreement on **your vehicle**.

When **you** do this **we** note the credit provider on **your policy schedule**. When there is a credit provider noted:

- **we** treat the **vehicle** as being under a finance arrangement;
- **we** treat any statement, act, or omission or claim by **you** as a statement, act or admission by the credit provider; and
- **we** may recover any payment either in **your** name or the credit provider's name.

Payments to the credit provider If **we** pay **you** for a claim on **your vehicle** that is under a finance arrangement, **we** first pay the credit provider the lower of these amounts after deducting any **excess** and deductions that apply:

- the **agreed value** or **market value**;
- the cost of repairing **your vehicle**; and
- the balance owing to the credit provider under the finance arrangement. If the credit provider is entitled to the salvage of the **vehicle**, **we** will deduct the estimated salvage value of the **vehicle** from any amount **we** pay them.

However, **we** will only pay the credit provider if they:

- are noted on **your policy schedule**; and
- give **us** any help **we** reasonably ask for. If **we** make a payment to a credit provider, then that payment discharges **our** obligation to **you** under **your policy** for the amount paid.

If **we** decide to settle **your** claim as a **total loss**, before **we** settle **your** claim:

- **we** will check the Personal Property Securities Register to confirm whether any money is owing on **your vehicle**; and
- **you** must settle any finance arrangement over **your vehicle** and remove it from that register or agree for **us** to pay (and provide all information **we** reasonably require to pay) the settlement amount (up to the outstanding balance on the finance arrangement) directly to the credit provider.



**SOMPO**

Sompo Japan Insurance Inc.  
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Preparation date 01/09/2023  
Effective date 01/11/2023

SJCM V5 11-23