



# Motor Insurance Product disclosure statement and policy booklet





# Motor Insurance Supplementary Product Disclosure Statement

**This Supplementary Product Disclosure Statement (Supplementary PDS) updates, and should be read with, the Motor Insurance Product Disclosure Statement and Policy Booklet (PDS) Edition 1. These documents together with your current Certificate of Insurance make up the terms and conditions of your insurance policy with us.**

## **SUPPLEMENTARY PDS 1.1**

**This Supplementary Product Disclosure Statement (Supplementary PDS) Edition 1.1 will apply to policies with a commencement date on or after 23 May 2011 or with a renewal effective date on or after 20 June 2011.**

### **PERSONAL ITEMS (PAGE 11 OF THE PDS)**

We have made a change to the personal items cover outlined on page 11 of the PDS to improve cover in relation to motorcycles.

The words that appear under the heading “Personal Items” are deleted and replaced with the following:

If we agree to pay your claim and your personal items suffer loss or damage caused by an incident:

we will:

- pay up to \$500 if your vehicle is a motor vehicle to replace or repair those items,
- pay up to \$2000 if your vehicle is a motorcycle to replace or repair items that are worn by you and your passenger to provide protection from injury when you are riding your motorcycle such as protective helmets, jackets, boots, and trousers. The most we will pay for any one item is \$1000.

Continued over page

not covered:

- mobile phones
- cash
- baby capsules and child seats (for cover for these items see page 11 column 3 of the PDS)
- standard equipment, modifications, options or accessories except if they are protective items that you or your passenger were wearing when riding your motorcycle
- items lost or damaged as a result of theft or attempted theft.

### **FINANCIAL CLAIMS SCHEME**

If we become insolvent, this policy may be protected under the Federal Government's Financial Claims Scheme administered by APRA. This means that if you meet certain eligibility criteria you may receive payment under the scheme. For more information please see [www.apra.gov.au](http://www.apra.gov.au) or contact the APRA hotline on 1300 13 10 60.

# Thank you for choosing SGIC

By choosing SGIC, you're choosing to get on with the life you enjoy – and stop thinking about the 'what ifs'.

SGIC has been helping people for many years. We want to make things simple when it comes to insurance – from being clear about what you're covered for, to less complicated claims.

This booklet tells you what you need to know about your insurance policy. If there's anything you don't understand or need help with, just give us a call on 133 233 or visit an SGIC branch.

# Contents

If you cannot find what you are looking for here, please go to the index on page 46.

<b>Features &amp; Benefits</b>	<b>4</b>	<b>Additional cover</b>	<b>17</b>
<b>Our agreement with you</b>	<b>5</b>	- Towing	17
<b>What your Policy covers</b>	<b>6</b>	- Hire car after theft or attempted theft	17
<hr/>		- Storage costs	18
<b>Comprehensive Insurance</b>	<b>7</b>	- Emergency repairs	18
- Cover for loss or damage	7	<b>Third Party Property Damage Insurance</b>	<b>19</b>
- Windscreen, sunroof & window glass damage	7	- Uninsured motorist damage	19
- Keys, locks & barrels	8	<b>Additional cover</b>	<b>19</b>
<b>Additional cover</b>	<b>9</b>	- Towing	19
- Hire car after theft or attempted theft	9	<b>Cover for all types of Insurance</b>	<b>20</b>
- New replacement vehicle	10	- Liability cover for damage you cause to someone else's property	20
- Storage costs	10	- Legal representation	21
- Personal items	11	- Your uninsured loss	22
- Towing	11	- Helpline benefits	22
- Baby capsules & child seats	11	<b>Things that may affect cover</b>	<b>23</b>
- Trailer or caravan damage	12	- General exclusions	23
- Emergency repairs	12	- Driving under the influence of alcohol or drugs	24
<b>Optional cover</b>	<b>13</b>	- Unlicensed drivers	24
- Hire car option	13	- Improper vehicle use	24
- Windscreen option	14	- Your responsibilities when you are insured with us	25
<b>Third Party Fire &amp; Theft Insurance</b>	<b>15</b>		
- Cover for fire & theft loss or damage	15		
- Limited cover for accident damage to your vehicle	15		
- Uninsured motorist damage	15		
- Insured motorist damage	16		

<b>Claiming under your Policy</b>	<b>26</b>	<b>More about this Policy</b>	<b>34</b>
<b>Your responsibilities when making a claim under this Policy</b>	<b>27</b>	<b>How we work out your premium</b>	<b>35</b>
<b>Excesses</b>	<b>28</b>	Discounts you may be eligible for	35
- What is an excess?	28	<b>Paying your premium - what you should know</b>	<b>36</b>
- When an excess applies	28	- Unpaid annual premium	36
- When an excess does not apply	28	- Unpaid monthly instalments	36
<b>How we settle a claim</b>	<b>29</b>	<b>Making changes to your Policy</b>	<b>37</b>
<b>Repairing your vehicle</b>	<b>29</b>	- You want to make changes to your Policy	37
- Choosing a repairer	29	- You sell or give away your vehicle	37
- Parts used when repairing your vehicle	30	- You change vehicles	37
<b>Lifetime guarantee of repairs</b>	<b>30</b>	- You want to cancel your Policy	38
<b>The Motor Vehicle Insurance and Repair Industry Code of Conduct</b>	<b>30</b>	- We want to cancel your Policy	38
<b>If your vehicle is a total loss</b>	<b>31</b>	- We want to give you written notice	38
- Comprehensive Insurance	31	<b>How to resolve a complaint or dispute</b>	<b>39</b>
- Third Party Fire and Theft Insurance	31	<b>General Insurance Code of Practice</b>	<b>39</b>
- Uninsured motorist damage	32	<b>Privacy of your personal information</b>	<b>40</b>
- Insured motorist damage	32	<b>Privacy of your personal information for marketing purposes</b>	<b>41</b>
<b>Recovery against another party</b>	<b>32</b>	<b>Definitions (words with special meaning)</b>	<b>42</b>
<b>If you are a business registered or required to be registered for GST purposes and entitled to an input tax credit</b>	<b>32</b>	<b>Claim payment examples</b>	<b>44</b>
<b>Credit provider's rights</b>	<b>33</b>	<b>Index</b>	<b>46</b>

## Features & Benefits

Below is a summary of some of the features and benefits of this Policy depending on the type of cover you choose. This summary is intended as a guide only. For full details of cover including exclusions, please read the pages that follow.

Summary of covers	Comprehensive	Third Party Fire & Theft	Third Party Property Damage
Cover for accidental damage to your vehicle	✓	✗	✗
Cover for fire and theft	✓	✓	✗
Cover for flood, storm or a malicious act	✓	✗	✗
Automatic cover for modifications	✓	✓	✓
Cover for damaged personal items	✓	✗	✗
Hire car cover after theft or attempted theft	✓	✓	✗
Cover for emergency repairs	✓	✓	✗
Liability cover	✓	✓	✓
24 month replacement vehicle	✓	✗	✗
Maximum No Claim Discount for Life	✓	✗	✗
24/7 paperless claims service	✓	✓	✓
Choice of repairer	✓	✓	✓
24/7 emergency assistance when travelling (Helpline benefits)	✓	✓	✓
Lifetime guarantee on repairs we authorise	✓	✓	✓

# Our agreement with you

Your Motor Insurance Policy is a contract between you and us made up of:

- ▶ your current Certificate of Insurance, and
- ▶ this Product Disclosure Statement and Policy Booklet (PDS), and
- ▶ any applicable Supplementary PDS.

## **Paying your premium**

In return for the payment of your premium, we will provide the cover you have chosen.

You can elect to pay your premium on an annual basis, or by monthly instalments (see page 36 for details of how to pay your premium and what happens if you fail to pay).

## **21 day cooling-off period**

You have a cooling-off period that allows you to cancel your Policy within 21 days of it being issued if you tell us within this period. If you have not made any claims on your Policy, we will refund in full the premium you have paid.

## **Words with special meaning**

Some words in this PDS have special meaning. Please refer to the Definitions section on page 42 for more details.

## **GST**

All dollar values described in this PDS include GST.

## **Special conditions**

We may impose special conditions on your Policy that may exclude, restrict or extend cover for a person or a particular matter. For example, we may not offer cover for a storm or bushfire within the first 48 hours of the start of the Policy. Any imposed conditions will be listed on your current Certificate of Insurance.

## **Co-insureds**

If more than one person is named as the insured, we will treat a statement, act, omission or claim by any one of these people as a statement, act, omission or claim by all of those people.

# What your Policy covers

Your Policy covers your motor vehicle or motorcycle that is listed on your current Certificate of Insurance. This is referred to as 'your vehicle' in this PDS.

There are three different types of insurance to choose for your vehicle:

- ▶ Comprehensive Insurance
- ▶ Third Party Fire & Theft Insurance
- ▶ Third Party Property Damage Insurance.

The type of insurance you have chosen will be listed on your current Certificate of Insurance. The scope of your cover depends upon the type of insurance you have chosen.

Your Policy provides cover for incidents that occur in the period of insurance set out on your current Certificate of Insurance.

If you make a claim, you may need to pay an excess. Also, your No Claim Discount and any future premium may be affected.

## Comprehensive Insurance

If you hold Comprehensive Insurance we will provide cover as described on pages 7 to 14.

Comprehensive Insurance also includes the following cover described in the section 'Cover for all types of insurance':

- ▶ Liability cover for damage you cause to someone else's property – see page 20
- ▶ Legal representation – see page 21
- ▶ Your uninsured loss – see page 22
- ▶ Helpline benefits – see page 22.

See 'Things that may affect cover' on pages 23 to 25 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on pages 7 to 14.

### Cover for loss or damage

We will cover loss or damage to your vehicle caused by any of the following incidents:

- ▶ an accident including a collision
- ▶ flood
- ▶ fire
- ▶ malicious act
- ▶ storm
- ▶ theft or attempted theft.

### we will decide whether to:

- ▶ repair your vehicle, or
- ▶ pay you the cost of repairing your vehicle, or
- ▶ pay you the agreed or market value, depending on the cover listed on your current Certificate of Insurance less any applicable deductions (see page 31 for details).

For examples of how we calculate a claim for loss or damage to your vehicle, please see examples 1 and 2 in the Claim payment examples on page 44.

### Windscreen, sunroof & window glass damage

If only your vehicle's windscreen, sunroof or window glass is damaged as a result of an incident described on this page under the heading 'Cover for loss or damage':

#### we will:

- ▶ repair or replace the windscreen, sunroof or window glass, or
- ▶ pay you the cost of repairing or replacing the windscreen, sunroof or window glass.

#### you need to:

- ▶ pay any basic excess, but not an age or special excess.

To be covered for windscreen, sunroof and window glass repairs or replacement without the need to pay a basic excess, see the Windscreen option on page 14.

## Keys, locks & barrels

If the keys of your vehicle are stolen:

### we will:

- ▶ pay up to \$1,000 over and above any basic excess that applies to your Policy to replace or re-code your vehicle's keys, locks and barrels.

### you need to:

- ▶ report the theft of the keys to the Police.

## Comprehensive Insurance – Additional cover

If you make a claim for an incident described on page 7 under the heading 'Cover for loss or damage', you may be entitled to one or more of the following additional covers.

See 'Things that may affect cover' on pages 23 to 25 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on pages 7 to 14.

### Hire car after theft or attempted theft

If we agree to pay your claim as a result of theft or attempted theft of your vehicle and it cannot be driven or is unsafe to drive, we will pay for the cost of a hire car up to a maximum of \$50 per day:

- ▶ up to a maximum of 21 days, or
  - ▶ until your vehicle is recovered and repaired, or
  - ▶ until we pay your claim if your vehicle is a total loss
- whichever is the shortest period of time.

#### you need to:

- ▶ pay for the hire car first, and
- ▶ provide us with the hire car agreement and receipt for payment of the hire car.

#### not covered:

- ▶ running costs of the hire car
- ▶ additional hire car costs
- ▶ loss or damage to the hire car
- ▶ liability arising from the use of the hire car (except as described under 'Hire car excess and bonds' cover – see this page).

We are not responsible for ensuring a hire car is available.

### Hire car excess and bonds

We will pay you up to \$2,000 in total for any excess you are required to pay, and the amount of security bond forfeited under a hire car agreement if:

- ▶ we have agreed to pay for the cost of the hire car under 'Hire car after theft or attempted theft' cover (see this page), and
- ▶ the excess or security bond is payable as a result of loss or damage to the hire car or loss or damage caused by the hire car during the hire period we cover.

#### you need to:

- ▶ provide us with a copy of the hire car agreement, and
- ▶ provide receipts for any amounts being claimed.

For hire car after an incident other than theft or attempted theft, please see 'Hire car option' on page 13.

## New replacement vehicle

If your vehicle is considered by us to be a total loss and we agree to pay your claim, you can choose to have your vehicle replaced, if:

- ▶ you have bought your vehicle new, or you purchased a demonstrator vehicle, and
- ▶ the vehicle is in the first 24 months of its registration at the time of the incident, and
- ▶ a replacement vehicle is available in Australia which is of the same make, model, engine size, equipment level and paint type, and
- ▶ we have agreement from any credit provider noted on your current Certificate of Insurance – if applicable, and
- ▶ the vehicle has a tare weight of less than 2.5 tonnes.

### we will:

- ▶ replace your vehicle with a vehicle of the same make, model, engine size, equipment level and paint type
- ▶ replace any modifications, options or accessories
- ▶ pay the first 12 months registration and Compulsory Third Party (CTP) Insurance, if applicable, on the replacement vehicle.

### you need to:

- ▶ pay us any
  - excess that applies,
  - outstanding premium, including the balance of all monthly instalments,
  - refund you receive from the registration and CTP Insurance over your vehicle.

### If your vehicle is replaced:

- ▶ your Policy comes to an end and no refund of premium is due, and
- ▶ your vehicle becomes our property.

You can arrange cover for your replacement vehicle by calling 133 233 or visit an SGIC branch.

For an example of how we calculate a claim for a new replacement vehicle, please see example 3 in the Claim payment examples on page 44.

## Storage costs

If we agree to pay your claim and as a result of an incident your vehicle is reasonably required to be held in storage:

### we will:

- ▶ pay the reasonable storage costs for your vehicle from the time the claim is lodged.

## Personal items

If we agree to pay your claim and personal items in your vehicle suffer loss or damage caused by an incident except theft or attempted theft:

### we will:

- ▶ pay up to \$500 to replace or repair the personal items if your vehicle is a motor vehicle,
- ▶ pay up to \$500 to replace your helmet if your vehicle is a motorcycle.

### not covered:

- ▶ personal items other than a helmet if your vehicle is a motorcycle
- ▶ mobile phones
- ▶ cash
- ▶ baby capsules and child seats (for cover for these items see this page)
- ▶ standard equipment, modifications, options or accessories.

## Towing

If we agree to pay your claim and your vehicle cannot be driven or is unsafe to drive and requires towing as a result of an incident:

### we will:

- ▶ pay the cost of one tow to get your vehicle from the scene of the incident to:
  - the nearest repairer recommended by us, or
  - a repair management centre, or
  - a repairer nominated by you, or
  - a place of safety.

If more than one tow is required, we will decide which one we will pay for.

## Baby capsules & child seats

If we agree to pay your claim and any baby capsule or child seat in your vehicle is stolen or damaged as a result of an incident:

### we will:

- ▶ pay up to \$500 per item, towards replacing each baby capsule or child seat.

### **Trailer or caravan damage**

If we agree to pay your claim and your trailer or caravan suffers loss or damage as a result of an incident while attached to or being towed by your vehicle:

**we will:**

- ▶ pay up to \$1,000 towards repairing or replacing your trailer or caravan.

**not covered:**

- ▶ damage to the contents of the trailer or caravan.

### **Emergency repairs**

If we agree to pay your claim and you have made emergency repairs to your vehicle as a result of an incident:

**we will:**

- ▶ cover any emergency repairs up to \$500 without any prior agreement between you and us.

**you need to:**

- ▶ keep the receipts for all repairs.

## Comprehensive Insurance – Optional cover

If you hold Comprehensive Insurance, you may add the following options to your Policy by paying any additional premium that applies.

Any options you have chosen will be listed on your current Certificate of Insurance.

See 'Things that may affect cover' on pages 23 to 25 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on pages 7 to 14.

### Hire car option

If you have chosen this option and your vehicle cannot be driven or it is unsafe to drive as a result of an incident described on pages 7 and 8 and we agree to pay your claim:

#### **we will:**

- ▶ pay for the cost of a hire car up to a maximum of \$50 per day:
  - up to a maximum of 14 days, or
  - until your vehicle is repaired, or
  - until we pay your claim if your vehicle is a total losswhichever is the shortest period of time.

#### **you need to:**

- ▶ pay for the hire car first, and
- ▶ provide us with the hire car agreement and receipt for payment of the hire car.

This option does not apply if the incident is theft or attempted theft.

For hire car after theft or attempted theft please see 'Hire car after theft or attempted theft' on page 9.

#### **not covered:**

- ▶ running costs of the hire car
- ▶ additional hire car costs
- ▶ loss or damage to the hire car
- ▶ liability arising from the use of the hire car (except as described under 'Hire car excess and bonds' cover – see this page).

We are not responsible for ensuring a hire car is available.

#### **Hire car excess and bonds**

We will also pay you up to \$2,000 in total for any excess you are required to pay, and the amount of security bond forfeited under a hire car agreement if:

- ▶ we have agreed to pay for the cost of the hire car under the 'Hire car option' (see this page), and
- ▶ the excess or security bond is payable as a result of loss or damage to the hire car or loss or damage caused by the hire car during the hire period we cover.

#### **you need to:**

- ▶ provide us with a copy of the hire car agreement, and
- ▶ provide receipts for any amounts being claimed.

## Windscreen option

If you have chosen this option, you will not need to pay any excess when only your vehicle's windscreen, sunroof or window glass is damaged as a result of an incident described on page 7 under the heading 'Cover for loss or damage':

### we will:

- ▶ repair or replace the windscreen, sunroof or window glass, or
- ▶ pay you the cost of repairing or replacing the windscreen, sunroof or window glass.

## Third Party Fire & Theft Insurance

If you hold Third Party Fire & Theft Insurance we will provide cover as described on pages 15 to 18.

Third Party Fire & Theft Insurance also includes the following cover described in the section 'Cover for all types of insurance'.

- ▶ Liability cover for damage you cause to someone else's property – see page 20
- ▶ Legal representation – see page 21
- ▶ Your uninsured loss – see page 22
- ▶ Helpline benefits – see page 22.

See 'Things that may affect cover' on pages 23 to 25 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on pages 15 to 18.

## Cover for fire & theft loss or damage

We will cover loss or damage to your motor vehicle up to \$10,000 caused by either of the following incidents:

- ▶ fire
- ▶ theft or attempted theft.

### we will decide whether to:

- ▶ repair your vehicle, or
- ▶ pay you the cost of repairing your vehicle, or
- ▶ pay you the market value less any applicable deductions (see page 31 for details).

The most we will pay is \$10,000.

For examples of how we calculate a claim for fire or theft, please see examples 1 and 4 in the Claim payment examples on pages 44 to 45.

## Limited cover for accident damage to your vehicle

If you are not at fault in a collision we provide limited cover for the damage to your vehicle based upon whether the person at fault was:

- ▶ uninsured for the damage to your vehicle, or
- ▶ insured for the damage to your vehicle.

### Uninsured motorist damage

- ▶ We will provide you limited cover up to \$5,000 for damage to your vehicle if:
  - your vehicle is damaged in a collision with another vehicle, and
  - we agree the collision was entirely the other driver's fault, and
  - you can provide us with the registration of the other vehicle, and the name and residential address of the other driver, and
  - the damage is more than the basic excess that applies to your Policy, and
  - the driver of the other vehicle is uninsured for your damage.

**we will decide whether to:**

- ▶ repair your vehicle, or
- ▶ pay you the cost of repairing your vehicle, or
- ▶ pay you the market value of your vehicle, less any applicable deductions (see page 32 for details).

**Insured motorist damage**

- ▶ We will provide you limited cover up to \$5,000 for damage to your vehicle if:
  - your vehicle is damaged in a collision with another vehicle, and
  - we agree the collision was entirely the other driver's fault, and
  - you can provide us with the registration of the other vehicle, and the name and residential address of the other driver, and
  - the damage is more than the basic excess that applies to your Policy, and
  - the driver of the other vehicle is insured and entitled to cover for your damage.

**you must:**

- ▶ pay us an administration charge of \$300.

**we will decide whether to:**

- ▶ repair your vehicle, or
- ▶ pay you the cost of repairing your vehicle, or
- ▶ pay you the market value of your vehicle, less any applicable deductions (see page 32 for details).

For examples of how we calculate a claim for Uninsured motorist damage or Insured motorist damage, please see examples 1, 5 and 6 in the Claim payment examples on pages 44 to 45.

## Third Party Fire & Theft Insurance

### – Additional cover

If we agree to pay your claim for an incident described on pages 15 and 16 under the heading 'Cover for fire & theft loss or damage' or 'Uninsured motorist damage' or 'Insured motorist damage', you may be entitled to one or more of the following additional covers.

See 'Things that may affect cover' on pages 23 to 25 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on pages 15 to 18.

### Towing

If we agree to pay your claim and your vehicle cannot be driven or is unsafe to drive and requires towing as a result of an incident:

#### we will:

- ▶ pay the cost of one tow to get your vehicle from the scene of the incident to:
  - the nearest repairer recommended by us, or
  - a repair management centre, or
  - a repairer nominated by you, or
  - a place of safety.

If more than one tow is required, we will decide which one we will pay for.

### Hire car after theft or attempted theft

If we agree to pay your claim as a result of theft or attempted theft of your vehicle and it cannot be driven or is unsafe to drive, we will pay for the cost of a hire car up to a maximum of \$50 per day:

- ▶ up to a maximum of 21 days, or
  - ▶ until your vehicle is recovered and repaired, or
  - ▶ until we pay your claim if your vehicle is a total loss,
- whichever is the shortest period of time.

#### you need to:

- ▶ pay for the hire car first, and
- ▶ provide us with the hire car agreement and receipt for payment of the hire car.

#### not covered:

- ▶ running costs of the hire car
- ▶ additional hire car costs
- ▶ loss or damage to the hire car
- ▶ liability arising from the use of the hire car (except as described under 'Hire car excess and bonds' cover – see page 18).

We are not responsible for ensuring a hire car is available.

### Hire car excess and bonds

We will also pay you up to \$2,000 in total for any excess you are required to pay, and the amount of security bond forfeited under a hire car agreement if:

- ▶ we have agreed to pay for the cost of the hire car under 'Hire car after theft or attempted theft' (see page 17), and
- ▶ the excess or security bond is payable as a result of loss or damage to the hire car or loss or damage caused by the hire car during the hire period we cover.

#### you need to:

- ▶ provide us with a copy of the hire car agreement, and
- ▶ provide receipts for any amounts being claimed.

### Storage costs

If we agree to pay your claim and as a result of an incident your vehicle is reasonably required to be held in storage:

#### we will:

- ▶ pay the reasonable storage costs for your vehicle from the time the claim is lodged.

### Emergency repairs

If we agree to pay your claim and you have made emergency repairs to your vehicle as a result of an incident:

#### we will:

- ▶ cover any emergency repairs up to \$500 without any prior agreement between you and us.

#### you need to:

- ▶ keep the receipts for all repairs.

## Third Party Property Damage Insurance

If you hold Third Party Property Damage Insurance we will provide cover as described on this page.

Third Party Property Damage Insurance also includes the following cover described in the section 'Cover for all types of insurance':

- ▶ Liability cover for damage you cause to someone else's property – see page 20
- ▶ Legal representation – see page 21
- ▶ Your uninsured loss – see page 22
- ▶ Helpline benefits – see page 22.

See 'Things that may affect cover' on pages 23 to 25 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on this page.

## Uninsured motorist damage

This provides limited cover for damage to your vehicle when you are not at fault in a collision (if you are at fault see 'Liability cover for damage you cause to someone else's property' on page 20).

- ▶ we will provide you with limited cover up to \$5,000 for loss or damage to your vehicle if:
  - your vehicle is damaged in a collision with another vehicle, and
  - the driver of the other vehicle is uninsured for the damage, and
  - we agree the collision was entirely the other driver's fault, and
  - you can provide us with the registration number of the other vehicle, and the name and residential address of the other driver, and
  - the damage is more than the basic excess that applies to your Policy.

### we will decide whether to:

- ▶ repair your vehicle, or
- ▶ pay you the cost of repairing your vehicle, or
- ▶ pay you the market value of your vehicle, less any applicable deductions (see page 32).

## Third Party Property Damage Insurance

### – Additional cover

### Towing

If we agree to pay your claim under 'Uninsured motorist damage' and your vehicle cannot be driven or is unsafe to drive and requires towing as a result of a collision,

### we will:

- ▶ pay the cost of one tow to get your vehicle from the scene of the incident to:
  - the nearest repairer recommended by us, or
  - a repair management centre, or
  - a repairer nominated by you, or
  - a place of safety.

If more than one tow is required, we will decide which one we will pay for.

For examples of how we calculate a claim for Uninsured motorist damage, please see examples 1 and 5 in the claim payment examples on pages 44 to 45.

## Cover for all types of Insurance

If you hold any type of insurance, we will provide cover as described in the following sections:

- ▶ Liability cover for damage you cause to someone else's property - see this page
- ▶ Legal representation - see page 21
- ▶ Your uninsured loss - see page 22
- ▶ Helpline benefits - see page 22

See 'Things that may affect cover' on pages 23 to 25 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on pages 20 to 22.

### Liability cover for damage you cause to someone else's property

Under liability cover, we protect you if someone makes a claim against you for loss or damage to their property. For example, if you are at fault in an accident and damage someone's vehicle.

#### Who we will cover

We will cover:

- ▶ you, or
  - ▶ any driver, or
  - ▶ any passenger, or
  - ▶ your employer, including the government, your business partner or principal when:
    - you are using or are in charge of your vehicle as their employee, business partner or agent of the principal, or
    - you give permission for your vehicle to be used by another employee, business partner or agent of the principal.
- Your principal is a person with whom you have an express agreement to act as their agent.

#### What we will cover

We will cover the liability of a person we cover for any claim against them arising from loss or damage to somebody else's property, in an incident that is caused by the use of your vehicle.

#### We will also:

- ▶ act for, or arrange representation for the person we cover
  - ▶ attempt to resolve the claim if we consider that the person we cover is at fault for the loss or damage
  - ▶ defend the claim in a court or tribunal if we consider that the person we cover is not at fault for the loss or damage.
- It is our choice whether we defend or resolve the claim and, if we resolve the claim, how much we pay to resolve the claim.

The most we will pay in relation to any one incident is \$20 million. In addition, we will pay legal costs when our lawyers act in connection with the claim.

For examples of how we calculate a liability claim and legal costs, please see example 7 in the Claim payment examples on page 45.

## Substitute vehicle

In the same way we cover liability for the use of your vehicle, we also cover liability caused by the use of a substitute vehicle (for the meaning of substitute vehicle, see page 43).

## When we provide liability cover

To be entitled to liability cover:

- ▶ the incident must occur during the period of insurance set out on your current Certificate of Insurance
- ▶ the person we cover must be claimed against by the person whose property is lost or damaged in the incident and must lodge a claim for liability cover with us under your Policy
- ▶ if the person we cover is not you and that person was driving the vehicle they must, at the time of incident, have had your permission to drive the vehicle
- ▶ if the person we cover is not you and that person was a passenger they must, at the time of the incident, have had your permission to be in the vehicle or the permission of a person who has your permission to drive the vehicle.

## When you are not entitled to liability cover

- ▶ we do not cover any claim for or arising from injury or death from an incident
- ▶ we will not cover damage to property that you, or the person we cover, own or have in their custody, control or possession
- ▶ we will not cover the liability of any passenger who was under the influence of any alcohol or drug at the time of the incident
- ▶ we do not cover any exemplary or punitive damages, fines or penalties claimed, ordered or awarded against you or the person we cover.

## Legal representation

If your vehicle is involved in an incident which results in you or a driver of the vehicle who has permission to drive your vehicle needing legal representation as a result of that incident:

- ▶ we will pay the reasonable costs of legal representation if you or that driver needs to be represented before a coroner conducting an inquiry
- ▶ we may choose to pay the reasonable costs of legal representation if you or that driver needs to be represented before a magistrate.

The most we will pay for any legal representation is \$10,000.

### you must:

- ▶ contact us before incurring these costs otherwise we may not cover you for these costs.

## Your uninsured loss

If we pay your claim, and take steps to recover from a third party some or all of the amount we pay you, we may, if we choose to, also attempt to recover on your behalf, loss or damage which is not covered by your Policy but that you suffer in connection with the incident.

This means we may decide to recover your uninsured loss, as well as our claim payments, from a third party.

### you must:

- ▶ have told us about your uninsured loss and asked us to seek recovery of it,
- ▶ provide us with any documents you have that prove your uninsured loss, and
- ▶ have entered into an agreement about the terms on which we, or our recovery agents or lawyers, will recover your uninsured loss on your behalf. You may need to contribute your share of any legal or recovery agent's costs.

If we take steps to recover our claim payments you agree that we can retain any amount we recover.

### not covered:

We will not seek recovery of loss or damage covered under another insurance policy or any loss or damage for or arising from personal injury or death.

## Helpline benefits 132 900 – 24 hour assistance

Helpline is a telephone service that provides assistance and advice 24 hours a day, seven days a week. The level of assistance and the range of benefits available to you varies according to the type of cover you have chosen.

Helpline provides assistance:

- ▶ over the phone while travelling
- ▶ with accidents
- ▶ with illness or injuries
- ▶ with illness or injuries that need hospitalisation
- ▶ with illness or injuries that interrupt a driving trip
- ▶ if someone travelling with you dies
- ▶ if someone not travelling with you dies
- ▶ if your vehicle is stolen.

For details on the benefits of Helpline please refer to our SGIC Motor Insurance Helpline Benefits Guide, located at [www.sgic.com.au/motorhelpline](http://www.sgic.com.au/motorhelpline) or contact us on 132 900 or visit an SGIC branch.

## Things that may affect cover

In some situations, we may not cover you at all or we may limit the cover we give you under your Policy. These are known as exclusions. We outline the exclusions in the following sections.

### General exclusions

The exclusions shown on pages 23 to 24 apply to all cover under your Policy. These sections also apply to liability cover.

### Exclusions for liability cover

The exclusions for liability cover are shown under 'When you are not entitled to liability cover' on page 21.

### Other exclusions

Throughout this booklet, we outline other exclusions that apply to specific situations and the limits on your cover.

### Your responsibilities when you are insured with us and when you make a claim

When you are insured with us and when you need to make a claim, you must meet certain responsibilities. We outline your responsibilities on pages 25 and 27.

### General exclusions

The exclusions on this page and page 24 apply to all cover under your Policy.

#### not covered:

- ▶ loss or damage that occurs outside Australia
- ▶ loss or damage less than any applicable excesses
- ▶ claims arising from incidents that occur outside the period of insurance listed on your current Certificate of Insurance
- ▶ tyre damage caused by road cuts, punctures, bursts or braking
- ▶ mechanical, structural, electronic or electrical failures
- ▶ repairs to old damage
- ▶ deterioration, wear, tear, rust, erosion or other forms of corrosion
- ▶ loss that occurs because you cannot use your vehicle except to the extent your Policy provides you with hire car cover
- ▶ the cost of fixing faulty repairs
- ▶ loss or damage to your vehicle while it is on consignment
- ▶ depreciation
- ▶ loss of the value of your vehicle.

#### not covered:

- ▶ loss or damage caused intentionally by you, or a person acting with your express or implied consent
- ▶ loss or damage caused by or arising from:
  - the seizure, impoundment, sale or destruction of your vehicle by any law enforcement or government agency
  - any hostilities, rebellion, riot, civil commotion or war – whether war has been formally declared or not
  - the use, existence, or escape of any nuclear or radio-active material
  - any act of terrorism that involves biological, chemical or nuclear pollution or contamination
  - the discharge of any pollutant or contaminant from your vehicle or a substitute vehicle
  - a breach of contract or an obligation under a contract
  - a failure to secure your vehicle, or leaving your vehicle in an unsafe position after it:
    - broke down, or
    - suffered accidental damage, or
    - was stolen and then found.

### Driving under the influence of alcohol or drugs

If, at the time of an incident, the driver of your vehicle or a substitute vehicle:

- ▶ was under the influence of any alcohol or drug; or
  - ▶ had a blood alcohol level higher than the level permitted by law
- we will refuse any claim

#### unless:

you were not the driver and you can satisfy us you had no reason to suspect that the driver was affected by alcohol or any drug. Even if we agree to pay your claim for loss or damage to your vehicle, the driver will have no liability cover and we may seek recovery of an amount from this driver.

### Driving unlicensed

If, at the time of an incident, the driver of your vehicle or a substitute vehicle:

- ▶ did not hold a licence, or
- ▶ was a cancelled, suspended or disqualified driver, or
- ▶ was a learner driver not accompanied by a licensed driver who holds the class of licence required by the learner's permit, or
- ▶ did not hold the appropriate class of licence for the vehicle

we will refuse any claim

#### unless:

you were not the driver and you can satisfy us you had no reason to suspect that any of these matters applied to the driver. Even if we agree to pay your claim for loss or damage to your vehicle, the driver will have no liability cover and we may seek recovery of an amount from this driver.

### Improper vehicle use

If, at the time of an incident:

- ▶ you or the driver of your vehicle or a substitute vehicle were engaged in a wilful or reckless act while driving the vehicle, or
- ▶ your vehicle, a substitute vehicle or anything attached to your vehicle or a substitute vehicle was being used to carry or store explosives, flammable or combustible substances or liquids illegally, or
- ▶ your vehicle or a substitute vehicle or anything being towed, including a trailer or caravan, was:
  - in an unsafe condition, or
  - being towed illegally, or
- ▶ your vehicle or a substitute vehicle was being used in a race, trial, test or contest, or for unlawful purposes.

we will refuse any claim.

## **Your responsibilities when you are insured with us.**

If you do not tell us the following we may refuse or reduce a claim, or cancel your Policy:

- ▶ you change the address where your vehicle is normally kept
- ▶ you change the way you use your vehicle
- ▶ you use your vehicle for a driver education course
- ▶ you hire out your vehicle
- ▶ your vehicle is not in a condition that meets registration requirements in your State or Territory
- ▶ your vehicle is not in good order and repair, free from rust, mechanical, hail or unrepaired damage, or any other damage that would make it unsafe
- ▶ you use your vehicle for events relating to a motor vehicle club, bash or charity event.

When making a claim you also need to meet the responsibilities on page 27

# Claiming under your Policy

We are available to help you 24 hours a day, 7 days a week on 133 233.

## **If you make a claim, we will:**

- ▶ ask a series of questions, or ask for detailed written information
- ▶ give immediate assistance with the claim
- ▶ tell you if you need to pay any excess and how to pay it.

## Your responsibilities when making a claim under this Policy

Your responsibilities when you make a claim are described below. These responsibilities also apply to anyone seeking cover under your Policy. If these responsibilities are not met, we may not pay a claim in full, or at all.

### you must:

- ▶ do everything reasonable to prevent further loss or damage
- ▶ co-operate fully with us, even if we have already paid your claim. This may include:
  - providing us with all the information, documents and help we need to deal with your claim
  - immediately sending us any letters, notices or court documents that you receive about any incident which has resulted, or could result in a claim against you
  - being interviewed by us
  - attending court to give evidence

- ▶ where requested by us, provide proof of ownership for your vehicle, or any personal items, modifications, options or accessories. This may include providing receipts, valuations, model and serial numbers
- ▶ immediately report to the Police any theft or attempted theft, vandalism or malicious act, and keep any incident report number they give you
- ▶ where requested by us, allow us to inspect your vehicle. We may also require additional quotations from any repairers we nominate. If we need to move your vehicle, this will be at our expense
- ▶ provide us with your Australian Business Number (ABN) and the percentage of any input tax credit you have claimed or are entitled to claim on the premium you have paid if you are a business registered or required to be registered for GST purposes and entitled to an input tax credit.

### you must not:

- ▶ carry out or authorise repairs, except if you hold Comprehensive Insurance or Third Party Fire & Theft Insurance and are entitled to claim those repairs as emergency repairs (see pages 12 and 18 for details)
- ▶ attempt to settle a claim made against you without our permission
- ▶ make any admissions to anyone about any incident covered by your Policy
- ▶ abandon or surrender damaged property to us unless we are entitled to the salvage under your Policy or at law.

We will refuse a claim, cancel your Policy, or do both if you, or anyone seeking cover under your Policy is not truthful and frank in any statement made in relation to a claim, or in connection with a claim.

## Excesses

### What is an excess?

An excess is an amount you contribute towards the cost of a claim.

There are three types of excess:

- ▶ basic
- ▶ age
- ▶ special.

If you make a claim you must pay any excess that applies either to us or to the repairer or supplier. We will tell you who to pay your excess to. We may not finalise a claim until you have paid any excess that applies.

If you hold Comprehensive Motor Vehicle Insurance, you can choose a higher basic excess to reduce your premium (see our Choice of Excess Discount on page 35).

If available, you may remove the basic excess by paying an extra premium.

### When an excess applies

If you make any type of claim, you must pay any:

- ▶ basic excess that applies, and
- ▶ age excess where the driver of your vehicle was under 25 years of age, or 25 years of age or more with less than 2 years of driving experience after obtaining a provisional or probationary licence, and
- ▶ special excess in addition to any age excess or basic excess.

The type and amount of any Policy excess you must pay are listed on your current Certificate of Insurance.

For further details on excesses, together with details on how these excesses are calculated, please refer to our Motor Insurance Premium, Excess and Discounts Guide located at [www.sgic.com.au/motorped](http://www.sgic.com.au/motorped) or contact SGIC on 133 233 or visit an SGIC branch.

### When an excess does not apply

You will not have to pay an excess if:

- ▶ you make a claim for an incident that we agree was not in any way the fault of you, the driver of, or a passenger in your vehicle, or a substitute vehicle, and
- ▶ you can provide the name and residential address of a person(s) we agree is at fault, and the amount of the claim is more than any basic excess.

You will not have an excess if you are claiming for windscreen, sunroof or window glass damage only and you have chosen the Windscreen Option available under Comprehensive Insurance (see page 14).

## How we settle a claim

### Repairing your vehicle

If we agree to pay your claim for loss or damage to your vehicle and we agree your vehicle can be repaired, information on how we settle your claim is described on pages 29 and 30.

### If your vehicle is a total loss

If your vehicle is considered by us to be a total loss, how we settle your claim will depend upon the type of cover you have chosen:

- ▶ for Comprehensive Insurance, see page 31.
- ▶ for Third Party Fire & Theft Insurance, if the incident is fire, theft or attempted theft see page 31
- ▶ for Third Party Fire & Theft Insurance, if the incident is covered under 'Uninsured motorist damage' or 'Insured motorist damage' see page 32
- ▶ for Third Party Property Damage Insurance, if the incident is covered under 'Uninsured motorist damage' see page 32.

For examples of how we calculate claims if your vehicle can be repaired or is a total loss, please see the Claim payment examples on pages 44 to 45.

## Repairing your vehicle

### Choosing a repairer

If we agree to repair your vehicle, you can let us find you a repairer or you can nominate your own repairer.

### If you let us find you a repairer

#### we will:

- ▶ advise you of a repair management centre to attend or a preferred repairer to undertake repairs to your motor vehicle, and
- ▶ choose the most suitable repair method for the type of damage to your vehicle.

#### we may:

- ▶ need to inspect your vehicle before authorising repairs. If so, we will tell you where you need to take your vehicle or have your vehicle towed
- ▶ arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs
- ▶ require you to contribute to the costs if the repairs to your vehicle leave it in a better condition than before the incident.

#### we will not:

- ▶ cover any additional costs incurred through extensive delays and difficulties in obtaining parts.

### If you choose to nominate your own repairer

#### you must:

- ▶ choose a repairer that has all necessary licences and authorisations required by law
- ▶ obtain our authorisation for the repairs and quoted cost before those repairs are commenced.

#### we will:

- ▶ choose the most suitable repair method for the type of damage to your vehicle, and
  - decide whether to authorise and pay for the fair and reasonable costs of repairs, or
  - decide whether to pay you the fair and reasonable cost to repair your vehicle

In determining the fair and reasonable cost, we may consider a number of factors, including quotes from other repairers.

#### we may:

- ▶ need to inspect your vehicle before authorising repairs. If so, we will tell you where you need to take your vehicle or have your vehicle towed
- ▶ require you to contribute to the costs if the repairs to your vehicle leave it in a better condition than before the incident.

**we will not:**

- ▶ be responsible for ensuring the availability of the repairer
- ▶ cover any additional costs incurred through extensive delays and difficulties in obtaining parts.

**Parts used when repairing your vehicle**

If we agree to repair your vehicle we will repair your vehicle using new parts or quality non-mechanical reusable parts.

Our policy is to use non-mechanical reusable parts or non-genuine parts only when this:

- ▶ is consistent with the age and condition of the vehicle
- ▶ does not affect the safety or the structural integrity of the vehicle
- ▶ complies with the vehicle manufacturer's specifications and applicable Australian Design Rules
- ▶ does not adversely affect the post-repair appearance of the vehicle
- ▶ does not void or affect the warranty provided by the vehicle manufacturer.

Generally, we do not authorise the use of reusable parts for the repair of any motor vehicle that is less than three years old.

**Lifetime guarantee of repairs**

If we authorise repairs to your vehicle, we will guarantee the workmanship on the repairs authorised by us for the life of your vehicle.

**The Motor Vehicle Insurance and Repair Industry Code of Conduct**

This code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication.

We support the code and are committed to continually reviewing our operations to ensure compliance.

## **If your vehicle is a total loss – Comprehensive Insurance**

If you have Comprehensive Insurance and we consider your vehicle to be a total loss:

### **we will:**

- ▶ pay you the agreed value or market value depending on the cover listed on your current Certificate of Insurance after deducting:
  - any unpaid premium, and
  - any applicable excesses, and
  - the unused portions of the registration and Compulsory Third Party (CTP) Insurance that you are entitled to. What will be unused will depend on the time between registration and the incident and the refund rules in your State or Territory.

### **if we pay a total loss:**

- ▶ your Policy comes to an end and no refund of premium is due to you, and
- ▶ the vehicle becomes our property.

## **If your vehicle is a total loss – Third Party Fire & Theft Insurance**

If you have Third Party Fire & Theft Insurance and we consider your vehicle to be a total loss due to fire or theft or attempted theft:

### **we will:**

if the market value of your vehicle is \$10,000 or less:

- ▶ pay you the market value
- ▶ deduct from the amount we pay:
  - any unpaid premium
  - any applicable excess, and
  - the unused portions of the registration and Compulsory Third Party (CTP) Insurance that you are entitled to. What will be unused will depend on the time between registration and the incident and the refund rules in your State or Territory.

In this case the vehicle becomes our property.

### **we will:**

If the market value of your vehicle is more than \$10,000:

- ▶ pay you the market value, less the amount we estimate the salvage is worth, up to \$10,000.
- ▶ deduct from the amount we pay:
  - any unpaid premium, and
  - any applicable excess.

In this case the vehicle remains your property.

### **If we pay a total loss:**

- ▶ your Policy comes to an end and no refund of premium is due to you.

### **If your vehicle is a total loss - Uninsured motorist damage**

If you have chosen Third Party Fire & Theft Insurance or Third Party Property Damage Insurance and we consider your vehicle to be a total loss as result of a claim made under an 'Uninsured motorist damage' section of your Policy:

#### **we will:**

- ▶ pay you the market value up to \$5,000 for your vehicle after deducting:
  - any unpaid premium, and
  - the amount we estimate the salvage is worth.

#### **If we pay a total loss:**

- ▶ the vehicle remains your property, and
- ▶ your Policy comes to an end and no refund of your premium is due to you.

### **If your vehicle is a total loss – Insured motorist damage**

If you have chosen Third Party Fire & Theft Insurance and we consider your vehicle to be a total loss as a result of a claim made under the 'Insured motorist damage' section of your Policy:

#### **we will:**

- ▶ pay you the market value up to \$5,000 for your vehicle after deducting:
  - any unpaid premium, and
  - the amount we estimate the salvage is worth, and
  - any unpaid administration charge.

#### **If we pay a total loss:**

- ▶ the vehicle remains your property, and
- ▶ your Policy comes to an end and no refund of your premium is due to you.

### **Recovery against another party**

If we cover you for an incident and pay your claim, we may, if another party was responsible for the loss or damage, recover any amount we pay from that party. If we do this, then you agree we can use your name in any recovery action.

For recovery of your uninsured loss see page 22.

### **If you are a business registered or required to be registered for GST purposes and entitled to an input tax credit**

We will reduce any payment we make by an amount equal to your input tax credit entitlement. This applies to any amount we pay, including where we state that an amount will include GST.

Any payment we make to settle your claim will be considered to be made in full even if the amount we pay has been reduced as described above.

## Credit provider's rights

If you have borrowed money using your vehicle as security, you may be required to note the credit provider's interest in the vehicle.

This may also apply if you lease, or have a hire purchase agreement on your vehicle.

If this is the case, and the credit provider is listed on your current Certificate of Insurance, the cover you have chosen extends to them and the conditions and exclusions also apply to them.

### we will:

- ▶ consider your vehicle used as security to be under a finance arrangement
- ▶ if we decide to pay you the cost of repairs or the agreed or market value of your vehicle, pay the credit provider the lesser of:
  - where applicable, the agreed value, or the market value, depending on the cover listed on your current Certificate of Insurance (less any applicable deductions)
  - where applicable, the cost of repairing your vehicle (less any applicable deductions)
  - the balance then owing to the credit provider under a finance arrangement
- ▶ if the credit provider is entitled to the salvage of the vehicle in the event of a claim, deduct the estimated salvage value of the vehicle from any amount that we pay.

### however:

- ▶ our ability to pay the claim may be affected if the credit provider fails to provide us with the information we require
- ▶ we will treat any statement, act, omission or claim by you as a statement, act, omission or claim by the credit provider
- ▶ if we pay the credit provider, we no longer have an obligation to you under the claim for the amount paid to them. We may try to recover the amount of that payment if someone else was at fault. We will do this in either your name or the credit provider's name.

# More about this Policy

## How we work out your premium

Your insurance premium is based on the likelihood of a claim being made on your Policy in the future. There are a number of factors we take into account in determining your premium.

### Discounts you may be eligible for

If you take out insurance with us you may be eligible for one or more of the following discounts described on this page:

- ▶ No Claim Discount
- ▶ Multi-Policy Discount
- ▶ Years of Insurance Discount
- ▶ Choice of Excess Discount

We calculate the discounts that apply to your Policy before we tell you what your premium will be. Discounts we have applied will be listed on your current Certificate of Insurance. We may introduce new discounts from time to time.

For full details of how we work out your premium and the discounts you may be eligible for, please refer to our Motor Insurance Premium, Excess and Discounts Guide located at [www.sgic.com.au/motorped](http://www.sgic.com.au/motorped) or contact SGIC on 133 233 or visit an SGIC branch.

### No Claim Discount

Applies if you hold Comprehensive Insurance.

- ▶ No Claim Discount is a reward for good driving. We calculate your level of No Claim Discount based on the number of years you have been driving and your claims and incident history.

### Multi-Policy Discount

Multi-Policy Discount applies if you hold Motor Insurance and certain other products and services.

### Years of Insurance Discount

Applies if you hold Comprehensive Insurance.

- ▶ Years of Insurance Discount is based on the number of years you continuously hold your Insurance Policy with us.

### Choice of Excess Discount

Choice of Excess Discount applies if you hold Comprehensive Motor Vehicle Insurance.

- ▶ This discount allows you to reduce your premium by selecting a higher basic excess. The excess you choose is shown as your basic excess on your current Certificate of Insurance.

Any discounts applied will be listed on your current Certificate of Insurance. It is important you check your current Certificate of Insurance to ensure you are getting the discounts you are entitled to and that your personal information is accurate, complete and up to date.

## Paying your premium – what you should know

You can pay your premium:

- ▶ annually in one lump sum, or
- ▶ by monthly instalments by direct debit from an account or credit card you nominate, if we offer that option to you.

If you pay your premium annually the due date for the payment is set out on your current Certificate of Insurance.

If you pay your premium by monthly instalments the amount and due date for each instalment is set out on your current Certificate of Insurance.

### Unpaid annual premium

If you pay your premium annually and you do not pay by the due date, we will give you written notice of cancellation of your Policy.

## Unpaid monthly instalments

### The first instalment when you take out insurance:

If you pay your premium by monthly instalments and you do not pay the first instalment by the date it is due, we will give you written notice of cancellation of your Policy.

### For any other instalment:

- ▶ if an instalment remains unpaid for one month after its due date, your policy is automatically cancelled without notice to you at the end of that one month period
- ▶ if an instalment remains unpaid for 14 days or more after its due date, we will refuse a claim for incidents that occur 14 days or more after the due date.

An instalment is unpaid if it is dishonoured, rejected, not received or we are otherwise unable to deduct it from the nominated credit card or account.

## Making changes to your Policy

If you or we want to make certain changes to your Policy, the following sections describe what you will need to do or what we will do:

- ▶ You want to make changes to your Policy - see this page
- ▶ You sell or give away your vehicle - see this page
- ▶ You change vehicles - see this page
- ▶ You want to cancel your Policy - see page 38
- ▶ We want to cancel your Policy - see page 38
- ▶ We want to give you written notice - see page 38.

If any refund amount owing to you is less than \$5, you agree to us donating this amount to charity, unless you tell us to pay that amount to you.

## You want to make changes to your Policy

If you want to make changes to your Policy:

### you need to:

- ▶ contact us first, and
- ▶ pay us any additional premium otherwise we will not make the change.

### we will:

- ▶ make the change only if we agree
- ▶ issue you with a current Certificate of Insurance
- ▶ refund any amount owing to you.

## You sell or give away your vehicle

If you sell or give away your vehicle or part ownership of your vehicle, then your Policy comes to an end without any notice to you and you will not be covered.

### we will:

- ▶ deduct from the premium you paid an amount that covers
  - the period that you have been insured for, and
  - a cancellation fee of \$30 (excludes GST),then we will pay you what is left of the premium.

## You change vehicles

If you replace your vehicle with a similar one within 14 days of selling it or giving it away:

### we will:

- ▶ provide separate temporary cover for the replacement vehicle on the same terms and conditions as set out in your Policy, except that the cover will only be:
  - for a period of 14 days from the date of purchase, and
  - if you have agreed value cover, the agreed value will be the purchase price of the replacement vehicle
- ▶ cover the replacement vehicle under this Policy:
  - if within the 14 day temporary cover period you ask us to cover the replacement vehicle permanently and provide us full details of the replacement vehicle, and
  - we agree to cover the replacement vehicle, and
  - you agree to pay us any additional premium we require.

### You want to cancel your Policy

If you want to cancel your Policy you must contact us first.

- ▶ if you are paying your premium annually, we will deduct from the premium you paid an amount that covers
  - the period that you have been insured for, and
  - a cancellation fee of \$30,
 then we will pay you what is left of the premium.
- ▶ if you are paying your premium by monthly instalments, you must pay us any monthly instalments due but unpaid together with a cancellation fee of \$30. You authorise us to deduct these amounts by way of direct debit from the account or credit card you have previously nominated for monthly instalment deductions.

You may cancel your Policy and receive a full refund within the 21 day cooling-off period (see page 5 for details).

### We want to cancel your Policy

If we want to cancel your Policy:

**we will:**

- ▶ provide you with written notice, if required
- ▶ refund your unused premium after deducting an amount that covers the period that you have been insured for.

**however:**

- ▶ if you are paying your premium by monthly instalments, you must pay us any monthly instalments due but unpaid. You authorise us to deduct these amounts by way of direct debit from the account or credit card you have previously nominated for monthly instalment deductions.

### We want to give you written notice

If we need to provide you with any written notice regarding your Policy:

**we will:**

- ▶ deliver it personally, or
- ▶ send it to your last known address, or
- ▶ deliver it by fax or electronically where it is permitted by law, or
- ▶ send you an electronic link by which you can access the notice where this is permitted by law.

**however:**

- ▶ it is important that you tell us of any change of postal address or electronic address (if applicable) as soon as possible.

## How to resolve a complaint or dispute

Follow these helpful steps to assist you in resolving any complaint you may have.

### 1 – Talk to us first

- ▶ If you have a complaint, the first thing to do is speak to one of our staff
- ▶ If your complaint relates specifically to a claim, speak with the claims officer managing your claim (see back cover for contact details)
- ▶ If the staff member or claims officer is unable to help resolve the matter for you, you may speak to a manager.

If you are not satisfied with our response, you can go to step 2.

### 2 – Seek a review

- ▶ If the matter is still not resolved, the manager will refer you to the relevant dispute handling department or area who will conduct a review of your complaint.

If you are not satisfied with our response to your dispute, you can go to step 3.

### 3 – Seek an external review

- ▶ You are entitled to seek an external review of our decision. We will provide you with information about option(s) available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service (FOS).

Further information about our complaint and dispute resolution procedures is available by contacting us (see back cover for contact details)

## General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice.

### The objectives of the Code are:

- ▶ to promote better, more informed relations between insurers and their customers
- ▶ to improve consumer confidence in the general insurance industry
- ▶ to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, and
- ▶ to commit insurers and the professionals they rely upon to higher standards of customer service.

A copy of the Code can be obtained from the Insurance Council of Australia by visiting [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au).

## Privacy of your personal information

We are committed to handling your personal information in accordance with the privacy laws and the terms of this PDS.

You can choose not to give us some or all of the personal information we require, but this will affect our ability to provide you with cover.

### Our Privacy Charter includes information on

- ▶ how to contact us regarding privacy
- ▶ how to change your marketing consent
- ▶ how to access your personal information.

To get a copy of our Privacy Charter visit our website to view a copy, or pick up a copy at any SGIC branch.

## When you provide your personal information

You acknowledge and consent to us, Insurance Australia Limited trading as SGIC, SGIO, and NRMA Insurance, our agents and our related entities (CGU\* and IMA\*\*) and their distributors collecting and using your information to:

- ▶ consider your insurance application and any subsequent application for insurance
- ▶ underwrite and price any policy
- ▶ calculate and offer discounts
- ▶ issue you with a policy
- ▶ administer the policy
- ▶ investigate, assess and pay any claim made by or against you or that could be made against you
- ▶ recover monies we have paid you or recover debts you have incurred.

For these purposes, you acknowledge and consent to us, our agents and our related entities and their distributors collecting your personal information from, and disclosing your information to:

- ▶ our agents
- ▶ our related entities and their distributors
- ▶ other insurers
- ▶ insurance reference bureaus
- ▶ law enforcement agencies

- ▶ our service providers (which includes investigators and recovery agents, lawyers, assessors, repairers, suppliers, advisers and any agent of these).

When you provide personal information to us, our agents and our related entities and their distributors about another person:

- ▶ you must be authorised to do so, and
- ▶ you must inform that person, unless informing them would pose a serious threat to the life or health of any individual
  - who we are
  - how we use and disclose their information and
  - that they can gain access to that information.

An example might be if you provide information to us about another person's driving history.

\* *CGU Insurance Limited  
ABN 27 004 478 371*

\*\* *Insurance Manufacturers of Australia Pty Limited  
ABN 93 004 208 084*

## Privacy of your personal information for marketing purposes

Your personal information helps us to provide you with a range of leading insurance products and services.

We may also use your personal information to offer you additional products and services.

How we handle your personal information is explained in our Privacy Charter.

To get a copy of our Privacy Charter visit our website to view a copy, or pick up a copy at any SGIC branch.

### When you provide your personal information to us

You acknowledge and consent to us, our agents and our related entities and their distributors collecting and using your personal information to:

- ▶ contact you for market research
- ▶ provide you with information and offers about products and services we offer
- ▶ provide you with information and offers about products and services offered by our related entities and by other organisations and to any agent of these that we promote, and we may do this via post, sms, email or telephone.

You acknowledge and consent to us disclosing your personal information for these marketing and market research purposes to

- ▶ our related entities and their distributors
- ▶ the agent of any of these.

The above acknowledgments and consents apply for up to three months after the end of this policy.

### However

You can 'opt out' from receiving marketing information at any time by contacting us. You must inform us if you do not want your personal information disclosed or used for these marketing or market research purposes.

# Definitions

The following words have been given special meaning.

## **accessory**

any extra item fitted to your vehicle, whether by the manufacturer or not.

## **agreed value**

the amount we agree to insure your vehicle for. The amount is listed on your current Certificate of Insurance. The agreed value includes:

- ▶ any modifications, options or accessories that are attached to the vehicle
- ▶ GST
- ▶ registration
- ▶ Compulsory Third Party (CTP) Insurance
- ▶ other on-road costs.

But it does not include:

- ▶ allowance for dealer profit
- ▶ warranty costs
- ▶ future stamp duty
- ▶ transfer fees.

## **driver**

the driver of a motor vehicle or the rider of a motorcycle.

## **incident**

a single occurrence or a series of occurrences, including an accident or series of accidents, arising out of the one event.

## **market value**

our assessment of your vehicle's value at the time of the incident you are claiming for, using local market prices and considering the age and condition of our vehicle. It includes:

- ▶ any modifications, options or accessories that are attached to the vehicle
- ▶ GST
- ▶ registration
- ▶ Compulsory Third Party (CTP) Insurance
- ▶ other on-road costs.

But it does not include:

- ▶ allowance for dealer profit
- ▶ warranty costs
- ▶ future stamp duty
- ▶ transfer fees.

## **modification**

an alteration to the standard body, engine, suspension, wheels or paintwork of your vehicle which may affect its value, safety, performance or appearance.

## **non-genuine parts**

parts which were not manufactured by a supplier to the original manufacturer of the vehicle.

## **option**

see accessory.

### **premium**

the total amount you pay for your insurance that includes applicable government taxes such as GST, and any duties or charges payable by you. It is shown on your current Certificate of Insurance. If you pay by monthly instalments, the premium is the total of the instalments you must pay for the full policy period.

### **standard equipment**

the equipment originally fitted to your vehicle at the time of manufacture. It does not include any modifications, options, or accessories.

### **substitute vehicle**

a motor vehicle or motorcycle you have borrowed because your motor vehicle or motorcycle is being repaired, serviced or has broken down. This does not include a hire car.

### **us, we and our**

the product issuer, Insurance Australia Limited trading as SGIC.

### **you**

the person or persons named as the insured on your current Certificate of Insurance. If more than one person is named as the insured, we will treat a statement, act, omission or claim by any one of these people as a statement, act, omission or claim by all those people.

### **your vehicle**

the motor vehicle or motorcycle shown on your current Certificate of Insurance including its standard equipment and any modifications, options or accessories that are attached to the vehicle.

## Claim payment examples

These Claim payment examples show you how a claim settlement is calculated based upon some practical scenarios. Any claim settlement amount will depend upon the facts of each case.

### 1 All types of insurance: Repairing your vehicle – pages 7, 15 and 16

We decide to repair your vehicle and you let us find you a repairer.

The vehicle was towed from the scene of the accident to our assessing centre. The towing company invoiced you for \$350. The cost of the repairs is \$3,350.

There is an excess of \$600. You are not registered for GST.

**you pay the \$600 excess to the repairer**

**we pay the repairer \$2,750  
(\$3,350 - \$600)**

**we will pay the towing company \$350**

### 2 Comprehensive Insurance – Total loss – page 7

We decide that your vehicle is a total loss.

The agreed value of the vehicle listed on the Certificate of Insurance is \$14,200. The vehicle was towed from the scene of the accident to our assessing centre. The towing company invoiced you for \$350.

There is an excess of \$500 and you can get a registration and compulsory third party insurance refund of \$250. You are not registered for GST.

**we pay you \$13,450  
(\$14,200 - \$500 - \$250)**

**we will pay the towing company \$350**

### 3 Comprehensive Insurance – New replacement vehicle – page 10

We decide that your vehicle is a total loss.

Your vehicle was only 2 months old and less than 2.5 tonnes. The cost to us of a new replacement vehicle is \$30,000.

There is an excess of \$500 and you can get a registration and compulsory third party insurance refund of \$250. New registration and compulsory third party insurance will cost \$850. You are not registered for GST.

**we pay to replace the vehicle \$30,850  
(\$30,000 + \$850)**

**you will pay us \$750 (\$500 + \$250)**

#### 4 Third Party Fire & Theft – Total Loss – page 15

We decide your vehicle is a total loss as a result of a fire.

The market value of the vehicle was \$12,000. The damaged vehicle is worth \$3,000. There is an excess of \$500 and unpaid premium of \$50. You are not registered for GST.

**we pay you \$8,450 (\$12,000 - \$3,000 - \$500 - \$50)**

You will keep the damaged vehicle.

#### 5 Uninsured motorist damage – Total loss – pages 15 and 19

Your vehicle is damaged in a collision with another vehicle and the driver of the other vehicle is totally at fault for the accident and uninsured for the damage.

The market value of your vehicle in its undamaged state is \$4,200 and the value of the damaged vehicle is \$100. You are not registered for GST.

**we pay you \$4,100 (\$4,200 - \$100)**

You will keep the damaged vehicle.

#### 6 Insured motorist damage – Total loss – page 16

Your vehicle is damaged in a collision with another vehicle and the driver of the other vehicle is totally at fault for the accident and insured for the damage.

The market value of your vehicle in its undamaged state is \$4,200 and the value of the damaged vehicle is \$100. There is an administration fee of \$300. You are not registered for GST.

**we pay you \$3,800 (\$4,200 - \$100 - \$300)**

You will keep the damaged vehicle.

#### 7 Liability cover for damage you cause to someone else's property – page 20

We or a court decides that you are liable to pay \$5,000 for a claim made by another person against you.

We have paid \$1,500 to our lawyers to defend the claim on your behalf. There is an excess of \$500.

**we will pay the person who claimed  
against you \$5,000**

**we will pay our lawyers \$1,500**

**you must pay us \$500**

# Index

## a

accessories	
see definition of 'your vehicle'	43
accident damage	
comprehensive	7
third party fire & theft	15
third party property damage	19
additional covers	
baby capsules & child seats	11
emergency repairs	
comprehensive	12
third party fire & theft	18
hire car after theft or attempted theft	
comprehensive	9
third party fire & theft	17
new replacement vehicle	10
personal items	11
storage costs	
comprehensive	10
third party fire & theft	18
towing	
comprehensive	11
third party fire & theft	17
third party property damage	19
trailer or caravan damage	12
age excess	28
agreed value	42

alcohol and drivers	24
annual premium	
what happens if you don't pay	36
attempted theft	7, 15

## b

baby capsules	11
basic excess	28

## c

cancellation of policy	38
caravan damage	12
changing vehicles	37
changing policy details	37
child seats	11
choice of excess discount	35
choosing a repairer	29
claim payment examples	44
claiming under your policy	26
claims	26
against you	20
how to make a claim	26
repairing your vehicle	29
vehicle cannot be repaired	31
codes	
code of practice	39
motor vehicle insurance and repair	
industry code of conduct	30
co-insureds	5
complaints procedure	39
comprehensive insurance	7
cooling-off period	5

credit provider's rights	33
--------------------------	----

## d

damage to your vehicle	
comprehensive	7
third party fire & theft	15
third party property damage	19
definitions	42
discounts	35
drink driving	24
driver	42
drugs and drivers	24

## e

emergency assistance when travelling	22
emergency repairs	
comprehensive	12
third party fire & theft	18
excess	
age	28
basic	28
guide	28
special	28
when it does apply	28
when it does not apply	28
exclusions from cover	
general	23
liability	21
things that may affect cover	23

## f

features and benefits	4
-----------------------	---

fire		hire car option	13	motor vehicle insurance and repair	
comprehensive	7	how we settle a claim	29	industry code of conduct	30
third party fire & theft	15	how we work out your premium	35	motorcycle helmet	11
fire and theft				multi-policy discount	35
comprehensive	7	<b>i</b>			
third party fire & theft	15	incident	42	<b>n</b>	
flood	7	input tax credits	32	new replacement vehicle	10
<b>g</b>		insured motorist damage	16	nominate your own repairer	29
general exclusions from cover	23	<b>k</b>		no claim discount	35
general insurance code of practice	39	keys of vehicle	8	non-genuine parts	42
give away your vehicle	37	<b>l</b>		non payment of premium	
glass damage	7	legal representation	21	annual	36
gst	5	liability		monthly instalments	36
guarantee of repairs	30	cover	20	notices	38
<b>h</b>		exclusions	21	<b>o</b>	
helmet damage	11	lifetime guarantee on repairs	30	options fitted to vehicles	
helpline	22	locks of vehicle	8	see definition of 'your vehicle'	43
hire car		<b>m</b>		optional covers for comprehensive,	
after accident	13	making changes to your policy	37	hire car	13
after theft or attempted theft		malicious act	7	windscreen	14
comprehensive	9	market value	42	<b>p</b>	
third party fire & theft	17	mechanical, structural, electronic or		parts used when repairing your vehicle	30
bond		electrical failures	23	paying premiums	
comprehensive	9	mobile phones	11	what happens if you don't pay	36
comprehensive optional cover	13	modifications		annual	36
third party fire & theft	18	see definition of 'your vehicle'	43	monthly instalment	36
excess		monthly instalments	5, 36	personal information	40-41
comprehensive	9	what happens if you don't pay		personal items	11
comprehensive optional cover	13	an instalment	36	police reporting	27
third party fire & theft	18			policy coverage	6

preferred repairer 29  
 premiums 5, 36  
 privacy of your personal information 40-41

**r**

registration – vehicle 25  
 repairing your vehicle 29  
 repairs  
   emergency  
     comprehensive 12  
     third party fire & theft 18  
 lifetime guarantee 30  
 motor vehicle insurance and repair  
   industry code of conduct 30  
   preferred repairer 29  
 replacing with a new vehicle after  
 a total loss 10  
 resolution of complaints 39  
 responsibilities of you  
   when you are insured with us 25  
   when you make a claim 27  
 rights of credit providers 33  
 rust 25

**s**

selling your vehicle 37  
 settling claims 29  
 special conditions 5  
 special excess 28  
 special meaning words 5  
 stolen keys 8  
 stolen vehicles - hire car option

comprehensive 9  
 third party fire & theft 17  
 storage costs for vehicles  
   comprehensive 10  
   third party fire & theft 18  
 storm 7  
 substitute vehicle 43  
   liability cover 20  
   general exclusions 23  
 summary of covers 4  
 sunroof damage 7

**t**

theft or attempted theft  
   comprehensive 7  
   third party fire & theft 15  
   reporting to police 27  
 things that may affect cover 23  
 third party fire & theft insurance 15  
 third party property damage  
   insurance 19  
 trailer damage 12  
 total loss of vehicle  
   comprehensive 31  
   third party fire & theft 31  
   third party property damage 32  
 towing  
   comprehensive 11  
   third party fire & theft 17  
   third party property damage 19  
 types of excess 28  
 types of insurance 6

**u**

uninsured loss 22  
 uninsured motorist damage  
   third party fire & theft 16  
   third party property damage 19  
 unlicensed driver 24  
 unrepaired damage 25

**v**

vehicle - see definition of 'your vehicle' 43

**w**

window glass damage 7  
 windscreen damage 7  
 windscreen option 14  
 written notice 38  
 words with special meaning  
   see definitions 42

**y**

years of insurance 35  
 you - see definition 43  
 your responsibilities  
   when you are insured with us 25  
   when you make a claim 27  
 your uninsured loss 22  
 your vehicle 6  
   see definition 43

This information in this booklet is current at the date of preparation. More up-to-date information may be available by calling 133 233 or visiting [sgic.com.au](http://sgic.com.au). We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement Product Disclosure Statement.

This Product Disclosure Statement is dated 3 March 2009.

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## Contact

Enquiries and new business **133 233**

Claims **133 233**

Helpline **132 900**

Report insurance fraud **1800 237 283**

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