

# **360 Prestige Motor Vehicle Insurance Product Disclosure Statement**

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360PMVIPDSV123



360 Prestige Motor Pty Ltd **ABN** 45 666 683 978 is an Authorised Representative (**AR** 1302637) of  
360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270, **AFSL** 319181  
Suite 1, Level 18, 201 Kent Street, Sydney, NSW 2000



Prestige Motor

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

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

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

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

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

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

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

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह ववरण ददया गया है दक बीमा पॉलिसी में क् कवरण (बीमे द्वारा सुरक्षा) है और क् कवरण (बीमे द्वारा कवरण) नहीं है तथा इसमें आपके और हमारे दाययत्व के बारे में भी बताया गया है। यह जांच करने के लिए दक क् पवलिसी आपकी आवश्यकताओं क् पूरा करती है, आपक्व इसे समझने की आवश्यकता है। यदद आप अंगेजी पढ़ और समझ नहीं सकते/सकती हैं त् कृपया दकसी ऐसे व्पक्त्से सहायता ि ज् आपक्व इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता ह्।

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

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵੱਚ ਇਹ ਵੇਰਵਾ ਵਦਤਾ ਵਆ ਹੈ ਵਕ ਬੀਮਾ ਪਾਵਲਿਸੀ ਤਵਹਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਵਅਤ) ਹੈ ਅਤੇ ਵਕ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਵਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ੋਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਵਦਸਆ ਵਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਇੰ ਵਕ ਕੀ ਪਾਵਲਿਸੀ ਤੁਹਾਡੀਆਂ ਿੰ ਤੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਿੰ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਰਿਸੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਵਕਰਪਾ ਕਰਕੇ ਵਕਸੇ ਅਵਜਹੇ ਵਵਅਕਤੀ ਤੋਂ ਮਦਦ ਵਿ ਜੇ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵੱਚ ਮਦਦ ਦੇ ਸਕੇ

# 360 Prestige Motor Vehicle Insurance Product Disclosure Statement

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# 1. Important Information

## Introduction

### About Adica

360 Prestige Motor Vehicle Insurance is underwritten by Aioi Nissay Dowa Insurance Company Australia Pty Ltd (Adica) **ABN 11 132 524 282, AFSL 443540.**

### About 360 Prestige Motor

360 Prestige Motor Pty Ltd (360 Prestige Motor) **ABN 45 666 683 978** is an Authorised Representative (**AR 1302637**) of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270, AFSL 319181.**

In issuing this policy, 360 Underwriting and its Authorised Representative 360 Prestige Motor will be acting under an authority given to it by Adica. This means that when issuing this policy, 360 Underwriting and its Authorised Representative 360 Prestige Motor will be acting as an agent for Adica and not for **you**.

360 Prestige Motor contact details are:

Suite 1, Level 18,  
201 Kent Street  
Sydney, NSW 2000  
Telephone. 1800 411 580

**You** should contact 360 Prestige Motor in the first instance in relation to this insurance.

## About your Product Disclosure Statement

### The Product Disclosure Statement is an important document

This Product Disclosure Statement (PDS) is an important document which provides essential information about 360 Prestige Motor Vehicle Insurance. **You** should read it carefully before purchasing. The PDS will help **you** to determine whether this product meets **your** needs.

If **you** purchase 360 Prestige Motor Vehicle Insurance, this PDS along with **your policy schedule** forms **your** contract of insurance with **us**. The PDS and **policy schedule** are important documents. **You** should ensure **you** have ready access to them, as well as any other information **we** may provide **you** in the future.

### Updates to the Product Disclosure Statement

At the time this PDS was prepared, the information in it was up to date. However, **we** may update some of the information in this PDS that is not materially adverse information without notifying **you**. If necessary, **we** will issue a supplementary or amended PDS by **electronic communication**.

**You** can access an electronic copy of the current PDS and any updated information by visiting [www.360uw.com.au](http://www.360uw.com.au).

## Your Policy Information

### Your policy

Your policy is made up of:

- + this PDS;
- + **your current policy schedule**, which shows the specific information and details relevant to **your** policy; and
- + any Supplementary Product Disclosure Statement (SPDS) which may apply.

We will issue an updated **policy schedule** to **you** whenever **you** let **us** know about:

- + a change to any of the information or details shown on the **policy schedule**; or
- + something which means **we** need to amend **your** policy or any of the terms which apply to it.

### Our agreement with you

When **you** take out a 360 Prestige Motor Vehicle Insurance policy, **we** agree to provide insurance to **you** and any other **authorised driver** of the **insured vehicle** for **accidents** resulting in loss due to:

- + damage to the **insured vehicle**;
- + theft of the **insured vehicle**; and/or
- + legal liability for loss or damage to other people's property (if this cover is included under **your** selected cover type).

The insurance **we** provide is subject to:

- + the information **you** have provided and the selections **you** have made, as shown on **your policy schedule**;
- + the terms, conditions, limits and exclusions outlined in this PDS and **your** policy;
- + the premium **we** require for **your** policy being paid up to date; and
- + the **accident** resulting in loss happening in Australia during the **period of insurance**.

### The meaning of certain words within your policy

Certain words have a specific meaning when used in **your** policy. Wherever words or terms are found in bold in the policy, they mean what is set out under the '**Definitions**' section of this PDS.

### Electronic communication

**We** will provide all documentation relevant to **your** policy by **electronic communication**. This includes all related disclosures, notifications, communications, and policy documents (including renewal, endorsement and cancellation notices). By purchasing 360 Prestige Motor Vehicle Insurance, **you** agree to accept all associated documentation and information by **electronic communication**. Whenever **we** send **you** **electronic communication**, **we** will consider it received by **you** 24 hours after it was transmitted by **us**.

**You** should advise **us** as soon as possible of any change to **your** email address or mobile telephone number, to ensure **you** receive all documentation relevant to **your** policy. **You** can call **us** on 1800 411 580 or email **us** at [executive@360uw.com.au](mailto:executive@360uw.com.au) and **we** will update **your** information. If **you** do not receive any **electronic communication** from **us** because **you** failed to advise **us** of a change to **your** contact information prior to the time **we** sent **you** the **electronic communication**, **we** will not be liable in any way for any direct or indirect detriment **you** experience as a result.

## Summary of Product Features and Benefits

The following table sets out the Cover Types, Additional Benefits and Optional Benefits offered under 360 Prestige Motor Vehicle Insurance.

This table is only a summary of the cover available. **You** should read each section of this PDS and **your policy schedule** for a full description of the cover **your** policy provides.

#### Section 1: Accidental loss or damage to the insured vehicle

#### Section 2: Legal liability for loss or damage to other people's property

#### Section 3: Additional Benefits – Cover Types A & B

##### + accessories and alterations

##### + excess-free glass cover

##### + keys, locks and barrels

##### + new vehicle replacement

##### + re-delivery costs

##### + tools and spare parts

##### + towing and storage

#### Section 4: Additional Benefits – Cover Type A only

##### + baby capsules and child seats

##### + defensive driving courses

##### + emergency repairs

##### + emergency trip continuation

##### + insurance continuity for new vehicle replacements

##### + legal costs

##### + personal items

##### + rental vehicle following theft

##### + trailer, boat and caravan cover

##### + travel expenses

#### Section 5: Optional Benefits

##### + rental vehicle following accidental damage

##### + track cover

## Privacy

Both Adica and the **360 Group** are committed to the safe and careful use of **your** personal information in the manner required by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles and the terms of the policy.

### 360 Group

The **360 Group** will collect personal information when **you** deal with the **360 Group**, Adica or suppliers acting on behalf of the **360 Group**. The **360 Group** will use **your** personal information to enable it to do business with **you**, which includes issuing and administering products and services and processing Claims.

Sometimes the **360 Group** might send **your** personal information overseas.

The locations **360 Group** send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

For more information on how **your** personal information is collected, stored, use and disclosed please refer to **360 Group** Privacy Policy located on the 360 website at [www.360uw.com.au](http://www.360uw.com.au).

### Adica

As part of **your** dealings with **us**, **we** collect personal information (including sensitive information such as health information) about **you** (**your** Information). Wherever possible **we** will collect **your** Information directly from **you**. However, there may be occasions when **we** collect **your** Information from someone else.

**We** may also request **you** to provide **us** with personal information about someone else, such as an **authorised driver**. Before providing **us** with such information, **you** must tell that person that **you** will be providing personal information about them to **us** and that their information will be handled in accordance with **our** privacy policy ('Privacy Policy'). **You** must also provide them with a copy of the Privacy Policy (or refer them to where they can obtain a copy it). If **you** provide **us** with personal information of another person, **you** warrant that **you** have that person's consent to do so.

**We** value **your** privacy and will only use **your** Information for the purposes for which it was collected, the purposes set out in **our** Privacy Policy, other related purposes notified to **you**, and as permitted or required by law. **You** may choose not to give **us** **your** Information, but this may affect **our** ability to provide **you** with **our** products or services.

**We** may share **your** Information, for the purposes for which it was collected, with **our** related entities and third parties who provide services to **us** or on **our** behalf, or with other entities. Some of these entities may be located outside of Australia, in countries such as Japan.

If **you** believe **we** may have compromised **your** privacy or breached the *Privacy Act 1988* (Cth) or its Privacy Principles, **you** can contact **us** using the details below. Once **you** notify **us** of **your** complaint, **we** will investigate and provide **you** with a determination in accordance with **our** Privacy Policy. If **you** disagree with **our** determination, **you** can contact **us** to discuss **your** concerns or **you** may choose to refer **your** complaint to the Office of the Australian Information Commissioner by visiting [www.oaic.gov.au](http://www.oaic.gov.au).

For more details on how **we** collect, store, use and disclose **your** Information, please read the Privacy Policy located at [www.adica.com.au](http://www.adica.com.au), or contact **us** at [enquiries@adica.com.au](mailto:enquiries@adica.com.au) or on 1300 013 372 to ask **us** to send **you** a copy of the Privacy Policy. **We** encourage **you** to obtain a copy of the Privacy Policy and read it carefully.

By applying for, using or renewing any of **our** products or services or providing **us** with **your** Information, **you** agree to **your** Information being collected, held, used and disclosed as set out in the Privacy Policy.

The Privacy Policy also contains information about how **you** can access and seek correction of **your** Information, make a complaint about a breach of privacy laws, and how **we** will deal with such a complaint.

## Duty Not to Make a Misrepresentation

This policy is a consumer insurance contract.

This means **you** have a duty under the *Insurance Contracts Act 1984* (Cth) to take reasonable care not to make a misrepresentation to **us** ('duty').

**Your** duty applies before **you** enter into the policy, and also before **you** renew, extend, vary or reinstate the policy.

Before **you** do any of these things, **we** may ask **you** questions and use the answers in deciding whether to insure **you**, and anyone else to be insured under the policy, and on what terms. To ensure **you** meet **your** duty, **your** answers to **our** questions must be honest and correct.

If **you** fail to comply with **your** duty, **we** may be able to reduce or deny any claim that **you** make or cancel **your** policy, or both.

If **your** failure is fraudulent, **we** may be able to refuse to pay **your** claim and treat **your** policy as never having existed.



## General Insurance Code of Practice

**We** proudly subscribe to, support and comply with the General Insurance Code of Practice ('Code').

The Code has been developed to exceed the standards set out in regulation and to reflect changing community expectations and attitudes towards insurance. It has been designed to create:

- + an informed relationship between insurers and customers;
- + public confidence in the general insurance industry;
- + rapid resolution of complaints and disputes; and
- + even higher standards of customer service.

A copy of the Code can be obtained from the Insurance Council of Australia (ICA) or by visiting [www.codeofpractice.com.au](http://www.codeofpractice.com.au). The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

## Complaint Resolution Process

**We're** committed to providing **you** with the highest standard of service. However, if **you** have any concern about **your** policy, **our** products, services or representatives, the 360 Prestige Motor Team will work with **you** to resolve any issue **you** might have.

**You** can raise a concern or make a complaint about any aspect of **your** policy or **your** relationship with **us** by calling 1800 411 580 or by emailing [executive@360uw.com.au](mailto:executive@360uw.com.au). **We** will acknowledge **your** complaint and **we** will:

- + aim to resolve it efficiently, fairly and directly;
- + ensure that it is handled by a person with appropriate knowledge and experience; and
- + keep **you** notified about the progress of **your** complaint at least every 10 business days (if necessary).

If 360 Prestige Motor are unable to resolve **your** complaint within 30 calendar days of receiving it, or if **you** are unhappy with their decision, **you** may choose to refer **your** complaint to the Australian Financial Complaints Authority (AFCA). AFCA is an independent, external dispute resolution scheme and there is no charge for this service.

How to contact AFCA:

### AFCA can be contacted by:

Online. [afca.org.au/make-a-complaint](http://afca.org.au/make-a-complaint)  
Email. [info@afca.org.au](mailto:info@afca.org.au)  
Telephone. 1800 931 678 (free call)  
Post. Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

## Are complaint resolution decisions binding?

**We** will stand by any decision made as part of **our** or the 360 Prestige Motor complaints process in an attempt to satisfy **your** concern.

**You** do not have to accept any decision made by **us** or AFCA and alternatively may wish to seek **your** own advice elsewhere.

## Financial Claims Scheme

This policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS). The FCS is administered by the Australian Prudential Regulation Authority (APRA). **We** are licensed and authorised to provide general insurance by APRA.

In the unlikely event of an insurer authorised by APRA, such as **us** becoming insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies, as a policyholder **you** may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria.

Information about the scheme can be obtained from the FCS website at [www.fcs.gov.au](http://www.fcs.gov.au).

## 2. Definitions

Certain words have a specific meaning when used in this policy. These words are outlined below along with their specific meaning.

**360 Group** means:

360 Underwriting Solutions Pty Ltd **ABN 18 120 261 270**, its subsidiaries, related entities and Authorised Representatives.

**Accessories and Alterations** means:

any change, other than a **performance modification**, which is made to the **insured vehicle** or its features, including:

- + **standard equipment**; and
- + any additional items which are continuously fixed to the **insured vehicle**; and
- + any other change which differs from the manufacturer's original specifications and equipment.

**Accident or Accidental** means:

a mishap involving the **insured vehicle**, which arose from a single event and was not intended or expected by **you** or any **authorised driver** of the **insured vehicle**.

**Agreed Value** means:

the amount which **we** agree to insure the **insured vehicle** for throughout the **period of insurance**, as shown on **your policy schedule**. This is the maximum amount **we** will pay to cover the **insured vehicle**, including any **accessories and alterations**, if it becomes a **total loss**.

**Authorised Driver** means:

a licensed driver who:

- + is 25 years of age or older and whose name appears on the **policy schedule** as a nominated driver for the **insured vehicle**;
- + is providing a professional service directly in relation to the **insured vehicle** in the course of their employment (such as motor repairs or maintenance, car washing or valet parking); or
- + is temporarily driving the **insured vehicle** while it has been advertised for sale, for the purpose of testing or appraising it prior to purchase.

**We** will not provide cover for any **accident** which occurs while the **insured vehicle** is being driven or operated by someone who is not an **authorised driver**, unless the **insured vehicle** was being used without **your** knowledge or express or implied consent.

**Business Use** means:

the vehicle is either registered as a business vehicle or used for the purpose of earning income.

**Declared Overnight Parking Situation** means:

the overnight parking or storage conditions for the **insured vehicle**, which **you** have declared to **us** and which is noted on **your policy schedule**.

**Defensive Driving Course** means:

a paid professional driving education and training course that:

- + is solely teaching defensive driving skills and is advertised as such;
- + is conducted under full-time, direct professional instruction and supervision;

- + is offered for sale to members of the public on a continuing basis; and
- + does not involve any form of track day, racing school or timed events.

**Electronic Communication** means:

a communication of information in the form of data, text or images by means of guided and/or unguided electromagnetic energy (including via email, hyperlink, and SMS).

**Excess(es)** means:

the amount(s) **you** must pay or contribute towards the cost of any claim under **your** policy.

**Glass Cover Damage** means:

**accidental** damage to the **insured vehicle's** windscreen, sunroof or window glass, when that is the only damage sustained to the **insured vehicle** as a result of the **accident**. This does not include any claim which involves **accidental** damage sustained to any part of the **insured vehicle** other than its glass.

**Insured Vehicle(s)** means:

the vehicle(s) described on **your policy schedule** including:

- + **standard equipment**;
- + any **accessories and alterations** and **performance modifications** which **you** have declared to **us**, and **we** have agreed to cover and are noted on **your policy schedule**; and
- + any other **accessories and alterations** to the vehicle, as provided for under '**Section 3: Additional benefits – Cover Types A & B – Accessories and Alterations**'.

**Parking Security** means:

**our** classification of the security of overnight parking and storage conditions, which **we** determine to be in descending order as follows, with '1. Garage – Private lockable' being the most secure and '8. Open Air – Street' being the least secure:

1. Garage – Private lockable;
2. Garage – Communal lockable cage;
3. Garage – Communal secure;
4. Garage – Public undercover car park;
5. Open Air – Home carport or unlocked garage;
6. Open Air – Home driveway or yard;
7. Open Air – Car Park;
8. Open Air – Street.

**Performance Modification** means:

any change or addition other than **standard equipment** which enhances or impacts the performance of the **insured vehicle** for either off-road or on-road driving, by alteration to one or more of the vehicle's:

- + engine (including upgrade to the engine control unit, fuel injectors or any other change which may alter the power produced by the engine);
- + suspension (including but not limited to lift kits, GVM upgrades and airbag suspension kits);
- + exhaust system;
- + air filters;

- + standard wheels or tyres by an increase of more than 1 inch in diameter or width;
- + wheelbase or chassis; or
- + exterior body.

**Period of Insurance** means:

the current period for which **we** have agreed to provide **you** with cover as set out in **your policy schedule**.

**Permitted Motorsport Event** means:

an event which is sanctioned by an officially recognised governing body as a Level 2 Speed (L2S) or Level 2 Non-Speed (L2NS) motorsport event.

Any event which requires either a Level 1, Clubman / National or International level licence in order to participate, as determined by an officially recognised governing body, is not a permitted motorsport event.

**Policy Schedule** means:

the current policy schedule and/or renewal notice **we** have given **you** that shows the **period of insurance** and particular details of **your** policy, and includes **your** tax invoice and schedule(s) of insurance.

**Private Use** means:

the vehicle is used solely for private, domestic and pleasure purposes, including travel to and from work.

**Recoverable Claim** means:

a claim where:

- + the **accident** was caused by another person;
- + **you** or the **authorised driver** of the **insured vehicle** did not contribute to the cause of the **accident**; and
- + **you** can provide **us** with the full names, residential addresses, and vehicle registration numbers of all persons involved in the **accident**.

**Rental Vehicle** means:

a hired vehicle that has been arranged or pre-approved by **us**, which **you** are using temporarily following a claim **we** have accepted under this policy for **accidental** loss or damage to the **insured vehicle**.

**Rideshare Use** means:

the vehicle is used to provide passengers with trips or journeys for a fee via bookings through a rideshare app.

**Standard Equipment** means:

- + the standard tools, options and accessories supplied by the manufacturer of the **insured vehicle**, provided they are in the vehicle or attached to it; and
- + a tray, tub, canopy or other body component fitted to an **insured vehicle**, provided:
  - a. the vehicle was originally sold by the manufacturer as a 'cab chassis' body type; and
  - b. the tray, tub, canopy or other body component is consistent with the manufacturer's standard range or specifications for that vehicle.

**Substitute Vehicle** means:

a vehicle which is not insured elsewhere and which **you** are using temporarily because the **insured vehicle** is:

- + being repaired (and **we** have agreed to accept **your** claim for this repair under this policy); or
- + being serviced; or
- + not drivable because of a mechanical breakdown.

This does not include:

- + a **rental vehicle** or any other vehicle hired through a rental or vehicle sharing agency; or
- + any vehicle **you** are not legally permitted to use; or
- + any vehicle owned by **you** or registered in **your** name.

**Total Loss** means:

the **insured vehicle** has been stolen and not found within 14 days after the theft has been reported to **us**, or it would not be safe, economical or practical to repair the **insured vehicle** having regard to the following:

- + the **agreed value** of the **insured vehicle**;
- + the market value of the **insured vehicle**;
- + the salvage value of the **insured vehicle**;
- + the cost of repair; and
- + the 'Damage Assessment Criteria for the Classification of Statutory Write-Offs' developed by the National Motor Vehicle Theft Reduction Council.

**Vehicle Collection** means:

a collection of two or more vehicles which are insured by **us**, and:

- + listed on **your policy schedule**; and/or
- + owned by **you** and/or registered in **your** name.

**We, Us and Our** means:

Aioi Nissay Dowa Insurance Company Australia Pty Ltd  
**ABN 11 132 524 282, AFSL Number 443540.**

**You or Your** means:

the person(s) named as the insured on the **policy schedule**.

## 3. What We Cover

360 Prestige Motor Vehicle Insurance offers two types of cover for **insured vehicles**, and various additional benefits which add further protection if an **accident** occurs. The cover type **you** have selected will be shown on **your policy schedule**. The following information outlines the cover types, including what is insured, the circumstances under which cover will operate, and any limits which apply.

**You** may include one or more **insured vehicles** under **your** policy. If **you** are covering more than one **insured vehicle**, **you** must advise **us** of the cover type, optional benefit selections and any nominated drivers for each separate **insured vehicle**. Each **insured vehicle** covered by **your** policy, and the specific information and coverage selections which apply to it, will be shown on **your policy schedule**. The cover and benefits of **your** policy (including any limits or sub-limits) will apply in full as shown on **your policy schedule** for each **insured vehicle**.

### Cover Type A: Comprehensive Cover

#### What is covered

If **you** select '*Cover Type A: Comprehensive Cover*' as the cover type for the **insured vehicle**, **you** will be covered under:

- + Section 1: **accidental** loss or damage to the **insured vehicle**;
- + Section 2: Legal liability for loss or damage to other people's property;
- + Section 3: Additional benefits applying to all cover types;
- + Section 4: Additional benefits applying to '*Cover Type A: Comprehensive Cover*' only; and
- + Section 5: Optional benefits (for any optional benefits **you** have selected and paid **us** an additional premium for).

#### When cover applies

Cover under '*Cover Type A: Comprehensive Cover*' will apply at all times (subject to the terms, conditions and exclusions of the policy).

### Cover Type B: Storage, Transit and Restoration Cover

#### What is covered

If **you** select '*Cover Type B: Storage, Transit and Restoration Cover*' as the cover type for the **insured vehicle**, **you** will be covered under:

- + Section 1: **accidental** loss or damage to the **insured vehicle**;
- + Section 2: Legal liability for loss or damage to other people's property;
- + Section 3: Additional benefits applying to all cover types; and
- + Section 5: Optional benefits (if **you** have selected 'Track cover' and paid **us** an additional premium).

#### When cover applies

Cover under '*Cover Type B: Storage, Transit and Restoration Cover*' will apply only while:

- + the **insured vehicle** is in storage at its usual location, which **you** have declared to **us** and which is noted on **your policy schedule**;
- + while it is being transported as cargo; or
- + while it is at a location where it is being restored or repaired.

No cover will apply under '*Cover Type B: Storage, Transit and Restoration Cover*' while the **insured vehicle** is being driven under its own power (other than when it is being moved within its usual storage location or loaded onto or off a trailer or other form of transportation).

## Section 1: Accidental Loss or Damage to The Insured Vehicle

**We** will cover loss or damage to the **insured vehicle** which results directly from an **accident**. This includes collisions, theft or attempted theft, malicious damage, fire, storms and natural events, and any other type of **accident**.

#### We will:

- a. arrange and pay for the repair of the **insured vehicle**;
- b. pay **you** the fair and reasonable cost of repairing the **insured vehicle**; or
- c. declare the **insured vehicle** a **total loss**, and either:
  - I. pay **you** the **agreed value**; or
  - II. replace the **insured vehicle** as described under '*Section 3: Additional benefits – Cover Types A & B – New vehicle replacement*'.

### The maximum amount we will pay

#### Agreed Value

360 Prestige Motor Vehicle Insurance provides **agreed value** cover, which is the specified amount which the **insured vehicle** is covered for during the **period of insurance**. The **agreed value** will be shown on **your policy schedule**, and this is the maximum amount **we** will pay for **accidental** loss or damage to the **insured vehicle** including any **accessories and alterations**.

## Section 2: Legal Liability For Loss or Damage to Other People's Property

We will cover **your** legal liability to pay compensation for loss or damage to someone else's property caused by an **accident** involving:

- + the **insured vehicle**;
- + a **substitute vehicle**; and/or
- + a boat, caravan or trailer when attached to, or **accidentally** detached from, the **insured vehicle** or a **substitute vehicle**.

According to the same terms noted above in relation to **your** legal liability to compensate loss or damage to someone else's property, **we** will also cover the legal liability of:

- + any **authorised driver** of the **insured vehicle** or a **substitute vehicle**, provided that person was not covered by another insurance contract at the time of the **accident**; and
- + passengers who are in, or getting into or out of the **insured vehicle** or a **substitute vehicle**, with **your** or an **authorised driver's** permission.

**We** will not cover legal liability:

- + if the loss or damage occurs to property **you** own or for which **you** are responsible (including any items being transported by the **insured vehicle** or **substitute vehicle**, or any trailer, boat or caravan being towed by the **insured vehicle** at the time of the **accident**);
- + if the **insured vehicle** or a **substitute vehicle** was being used without **your** permission at the time of the **accident**;
- + if the **accident** involves a **substitute vehicle** and occurs more than 14 days after the **insured vehicle** first became unavailable for use;
- + if an **accident** involving a **substitute vehicle** occurs while the **insured vehicle** is available for use;
- + if the liability is insurable under a statutory or compulsory insurance or compensation scheme or another policy covering such liability; or
- + if **you** agree to accept liability without **our** express written consent, and where such liability would not have existed without **your** agreement.

### The maximum amount we will pay

The maximum amount **we** will pay for legal liability arising out of any one **accident** or series of directly related **accidents** is \$30 million.

## Section 3: Additional Benefits – Cover Types A & B

The additional benefits described under this section will apply to **your** policy.

### Accessories and alterations

**We** will cover any **accessories and alterations** which **you** have not declared to **us** and which are not noted on **your policy schedule**, for loss or damage resulting directly from an **accident**, up to the lesser of:

- + a maximum amount of \$20,000 per claim for all **accessories and alterations**; or
- + the **agreed value**, inclusive of all **accessories and alterations** and any other loss or damage to the **insured vehicle**.

Cover for trays, tubs, canopies or other body components fitted to 'cab chassis' vehicles as **standard equipment** will not be subject to or included under the sub-limit of \$20,000.

### Excess-free glass cover

**We** will not apply any **excess** to the first **glass cover damage** which occurs during the **period of insurance**.

This benefit only applies:

- + if the **accident** does not result in damage to any part of the **insured vehicle** other than its windscreen, sunroof or window glass; and
- + for the first **glass cover damage** which occurs during the **period of insurance**.

### Keys, locks and barrels

If a key which unlocks the **insured vehicle** is stolen or copied without **your** permission, and **you** have reported this incident to the police, **we** will pay up to \$1,000 per claim for replacement and/or recoding of the **insured vehicle's** keys, locks and barrels.

### New vehicle replacement

If the **insured vehicle** is in an **accident** within 48 months of its original registration date, and:

- + **we** declare the **insured vehicle** a **total loss** as a result of that **accident**; and
- + **you** purchased **your** policy with **us** within 12 months of the **insured vehicle's** original registration date,

**You** will be eligible for a new vehicle of the same make, model and series (including all on-road costs), if such a vehicle is available in Australia.

If **we** provide **you** with a new vehicle replacement, **we** will:

- + keep any refunded amount for the unexpired period of registration and Compulsory Third Party insurance for the **insured vehicle**; and
- + obtain the consent of any financier with an interest in the **insured vehicle** before **we** replace it.



### Re-delivery costs

If **we** agree to pay a claim to repair the **insured vehicle** as a result of an **accident** which occurs more than 100 kilometres from **your** home, **we** will pay to transport the **insured vehicle**:

- a. to **your** home after it has been repaired; or
- b. to a repairer **we** nominate in **your** local area before it is repaired.

### Tools and spare parts

If **you** suffer loss of:

- + spare parts which belong to the **insured vehicle** or are intended to be attached to it; or
- + **your** automotive tools,

due to them being stolen from:

- + **your** normal place of residence;
- + the location where the **insured vehicle** is stored; or
- + inside the locked **insured vehicle**,

**We** will pay **you** the market value for those spare parts and/or automotive tools, up to the lesser of:

- + the combined market value of all spare parts and tools stolen in relation to any one claim; and
- + the maximum cover amount **you** have chosen for this benefit, as shown on **your policy schedule**.

An **excess** of \$150 will apply to each and every claim under this benefit, unless **you** are required to pay the Standard **excess** because **you** are also making a claim for **accidental** loss or damage to the **insured vehicle** in relation to the same **accident**.

**You** must provide **us** with documents **we** reasonably require to support a claim for the stolen items, such as receipts, evidence of damage or a police report relating to the items.

**We** will not provide cover under this benefit for:

- + any tools which are not designed to be used as automotive tools; or
- + any parts or tools which are used by **you** or any other person for any business or income earning purpose.

### Towing and storage

If the **insured vehicle** cannot be driven safely following an **accident**, **we** will pay for the towing of the **insured vehicle** to a nominated repairer or safe storage location, as well as any associated storage costs.

## Section 4: Additional Benefits – Cover Type A Only

If **you** have selected '*Cover Type A: Comprehensive Cover*', the following additional benefits will apply to **your** policy.

### Baby capsules and child seats

If **we** agree to pay a claim for loss or damage to the **insured vehicle** following an **accident**, and the **accident** results in baby capsules or child seats in the **insured vehicle** being damaged or stolen (and not recovered), **we** will pay for replacement baby capsules or child seats up to a maximum of \$750 per claim.

### Defensive driving courses

**We** will provide cover while **you** or an **authorised driver** is using the **insured vehicle** in a **defensive driving course**.

### Emergency repairs

If **you** arrange for the **insured vehicle** to undergo emergency repairs which:

- + arose as the result of an **accident**; and
- + are required so that the **insured vehicle** can be driven safely following that **accident**,

**We** will reimburse **you** up to \$1,000 per claim for the emergency repairs, provided **you** supply **us** with the relevant receipt(s) or invoice(s). The emergency repairs do not require **our** prior approval.

### Emergency trip continuation

If, as a result of an **accident** which occurs more than 100 kilometres from **your** home, the **insured vehicle** cannot be driven because it is stolen or would not be safe to use due to **accidental** damage, **we** will reimburse:

- + expenses **you** and/or anyone travelling in the **insured vehicle** incur to either return home or continue travelling to the intended destination;
- + the cost of travelling to collect the **insured vehicle** after it has been recovered or repaired; and
- + up to \$200 per day for the cost of accommodation **you** and/or anyone else who was travelling in the **insured vehicle** requires as a result of the **accident**, provided it is first arranged after the **accident**.

The maximum amount **we** will reimburse for all emergency trip continuation expenses in relation to any one claim is \$1,000. **You** must provide **us** with receipts for any travel and accommodation expenses being claimed.

We will only pay a claim for emergency trip continuation if we approve a claim for loss or damage to the **insured vehicle** resulting from the same **accident**.

### Insurance continuity for new vehicle replacements

If the **insured vehicle** becomes a **total loss** as the result of a **recoverable claim**, and we provide you with a replacement Vehicle under '*Section 3: Additional benefits – Cover Types A & B – New Vehicle replacement*', we will maintain your policy in order to provide cover for the replacement Vehicle.

We will issue you with an updated **policy schedule** showing the replacement vehicle as the new **insured vehicle** which we will cover for the remainder of the **period of insurance**. Other than any premium you still needed to pay us for the **period of insurance** prior to the original **insured vehicle** becoming a **total loss**, you will not have to pay us anything further to maintain your policy until the end of the **period of insurance** unless something else changes which requires additional premium.

### Legal costs

If legal costs are incurred in relation to any claim we have agreed to defend on your behalf, we will pay for those costs provided we have approved them in advance.

### Personal items

If an **accident** results in personal items which were inside the **insured vehicle** being stolen or damaged, we will pay you the market value for those personal items up to \$1,000 per claim.

This benefit does not cover mobile phones, money, credit cards, cheques or jewellery.

You must provide us with documents we reasonably require to support a claim for personal items, such as receipts, evidence of damage or a police report relating to the items.

### Rental vehicle following theft

If the **insured vehicle** is stolen, we will organise for one of our preferred agencies to provide a **rental vehicle** for you to use for up to 21 days while you remain without the use of the **insured vehicle**. If we are unable to arrange a suitable **rental vehicle** with our preferred agencies, we will pay up to \$100 per day for a maximum of 21 days for you to arrange a **rental vehicle** while you remain without the use of the **insured vehicle**.

This benefit will only apply while you remain without the use of the **insured vehicle** and your claim remains open, up to a maximum of 21 days. We will cease paying for a **rental vehicle** if the **insured vehicle** is recovered and any damage covered by us is repaired, or if your claim is otherwise settled within 21 days.

### Trailer, boat and caravan cover

If an **accident** results in loss, theft or damage to your registered trailer, boat or caravan which was attached to the **insured vehicle** at the time of the **accident**, we will pay you the lesser of:

- + \$1,000;
- + the market value of your trailer, boat or caravan; or
- + the fair and reasonable cost to repair your trailer, boat or caravan.

### Travel expenses

If, as a result of an **accident** you incur travel expenses to travel:

- + from the scene of the **accident** (which occurred less than 100 kilometres from your home where the **insured vehicle** cannot be safely driven);
- + to and from the repairer we authorise to repair the **insured vehicle**; and/or
- + to and from a **rental vehicle** supplier,

We will reimburse up to \$500 in total per claim for the cost of all of the above travel expenses.

To be eligible for this benefit you must provide us with receipts for any travel expenses you have incurred.

## Section 5: Optional Benefits

The optional benefits described below can be included on your policy at the beginning of the **period of insurance** for an additional premium (you must have selected '*Cover Type A: Comprehensive Cover*' for the **insured vehicle** in order to include the '**rental vehicle** following **accidental damage**' optional benefit). Any optional benefits you have included under your policy will be shown on your **policy schedule**.

### Rental vehicle following accidental damage

If you include this optional benefit on your policy and we accept a claim for **accidental damage** to the **insured vehicle**, we will organise a **rental vehicle** from one of our preferred agencies for you to use for up to 21 days:

- + while the **insured vehicle** is being repaired;
- + while the **insured vehicle** is awaiting repairs if it cannot be driven safely; or
- + if we have declared the **insured vehicle** a **total loss**.

If we are unable to arrange a suitable **rental vehicle** with one of our preferred agencies, we will pay up to \$100 per day for a maximum of 21 days for a **rental vehicle** which you may hire with our prior approval.

This benefit will only cover use of a **rental vehicle** for a maximum of 21 days while your claim remains open and your vehicle is being repaired or cannot be driven safely. We will cease paying for a **rental vehicle** if the **insured vehicle** is repaired and available for you to drive or we otherwise settle your claim within 21 days.

## Track cover

If **you** include this optional benefit on **your** policy, **we** will extend this policy to include cover under:

- + '*Section 1: Accidental loss or damage to the insured vehicle*';
- + '*Section 3: Additional benefits – Cover Types A & B*'; and
- + '*Section 4: Additional benefits – Cover Type A only*',

for **accidental** loss or damage to the **insured vehicle** which arises directly as the result of a collision between the **insured vehicle** and another vehicle or object, which occurs while **you** or an **authorised driver** are participating in a **permitted motorsport event**.

The maximum amount **we** will pay under this benefit (including any cover provided under *Sections 3* and *4*) will be the lesser of:

- + the **agreed value** of the **insured vehicle**; or
- + \$15,000.

The **excess** applicable for any claim under this benefit will be the greater of:

- + the total **excess** amount which would normally apply to **you** or the **authorised driver** according to the terms of **your** policy; or
- + \$1,000.

Cover under this benefit will not apply for:

- + '*Section 2: Legal liability for loss or damage to other people's property*'; or
- + any **accidental** loss or damage which:
  - does not arise directly as a result of a collision which occurs during the **permitted motorsport event**;
  - occurs during any form of event, contest, experiment, test, trial, demonstration or motor sport which is not a **permitted motorsport event**;
  - occurs while **you** or an **authorised driver** are in breach of any rule, regulation or condition advised by an officially recognised governing body in relation to the **permitted motorsport event**; or
  - if the **insured vehicle** does not meet the safety requirements advised by the officially recognised governing body or any other event organiser in relation to the **permitted motorsport event**.



## 4. What We Don't Cover

### 1. General Exclusions

**You** are not covered and **we** will not be responsible for any claim under **your** policy that is caused by, arises from or is any way connected with:

1. any war, act of terrorism, hostilities or warlike activities, invasion, act of foreign enemy (whether war is declared or not), rebellion, civil war, revolution, insurrection, military or usurped power;
2. environmental, biological, chemical, radioactive or nuclear pollution, contamination or explosion;
3. depreciation, wear and tear, rust or corrosion;
4. mechanical, structural, electrical, or electronic breakdown or malfunction, or damage resultant from any software virus or computer chip failure;
5. damage to tyres caused by brake application, punctures, bursting, or cuts, except where damage is as a result of an **accident**;
6. any loss, whether financial or otherwise, because **you** cannot use the **insured vehicle**, except for the cover provided under '*Section 4: Additional benefits – Cover Type A only – Rental vehicle following theft*' and '*Section 5: Optional Benefits – Rental vehicle following accidental damage*';
7. any reduced value of the **insured vehicle** after the **insured vehicle** has been damaged and repaired in accordance with this policy;
8. **your** failure or the failure of anyone else in the possession of the **insured vehicle** with **your** permission to take all reasonable steps to safeguard the **insured vehicle** from loss at all times. This includes ensuring that:
  - the **insured vehicle** is locked when it is not in use;
  - **your** keys are not left inside the **insured vehicle** when it is not in use, unattended or not secure;
  - the **insured vehicle** is parked in a safe area;
  - **you** do not park in areas affected by rising water levels; and
  - **you** secure the **insured vehicle** in the event that it breaks down, is damaged or **you've** been notified it has been found, after being stolen;
9. lawful seizure or taking possession of the **insured vehicle** by any person or organisation lawfully entitled to do so;
10. the lack of availability of parts or accessories from within Australia necessitating special fabrication, air freighting costs exceeding \$5,000, or importation not normally included in the current manufacturer's Australian price list. Where parts or accessories are not readily available **our** claims cost will be limited to the current Australian price list of the nearest equivalent part;
11. costs incurred due to an unreasonable delay in **you** notifying **us** of a claim, or of a demand upon **you** that may lead to a claim, fines, penalties or liquidated damages;
12. **you** or any **authorised driver** admitting liability or entering a contract, warranty or agreement, unless such liability would have existed if **you** had not entered into such contract, warranty or agreement;
13. intentional or reckless loss or damage caused by **you** or a person acting with **your** express or implied permission, for example driving into water, street racing, performing stunts such as donuts, using a mobile phone while driving or driving at excessive speeds;
14. any costs associated with repairing any existing damage the **insured vehicle** had prior to an **accident** which resulted in a claim;
15. any costs associated with repairing faulty workmanship or incomplete repairs previously carried out on the **insured vehicle** prior to an **accident** which resulted in a claim, except in circumstances where **you** are claiming under terms described under '*Additional terms and conditions – Lifetime guarantee on repairs*';
16. contamination from natural, organic or corrosive substances (for example, damage from tree sap or bird excrement);
17. the use of any incorrect type of fuel;
18. the use of contaminated fuel (except where the fuel was purchased through a licensed and authorised fuel distributor and the contamination arose from a single event);
19. asbestos, asbestos products, or any materials containing any form or quantity of asbestos; or
20. **you** or any **authorised driver** continuing to drive the **insured vehicle** in a damaged state, for example where the **insured vehicle** is overheating or has radiator damage.

### 2. Vehicle Exclusions

**You** are not covered and **we** will not be responsible for any claim under **your** policy if, at the time of any **accidental** loss, damage or liability which results in a claim, the **insured vehicle** (including a **rental vehicle** or **substitute vehicle**) or trailer, boat or caravan attached to the **insured vehicle** was:

1. in an unsafe or unroadworthy condition, (other than an **insured vehicle** covered under '*Cover Type B: Storage, Transit and Restoration Cover*');;
2. a **business use** vehicle;
3. carrying passengers or a load (including towing) in **excess** of that recommended by the vehicle manufacturer, and this contributed to the loss or damage;

4. being hired out or used for fare or reward (including but not limited to **rideshare use**, the provision of courier or delivery services, fast food delivery, driving school instruction), other than where the **insured vehicle** is being used under a private pooling arrangement or where such reward is only a travelling allowance paid by **your** employer and the **insured vehicle** is not used for **business use**;
5. altered by any **performance modification**, unless **you** have declared that **performance modification to us** and **we** have agreed to cover it and noted it on **your policy schedule**.
6. being used or prepared for use in any form of motor sport or contest (other than as provided for under '*Section 5: Optional benefits – Track cover*' if **you** have selected this benefit), experiments, tests, trials or demonstration purposes;
7. being used airside on an airport or airfield;
8. in the custody of a motor dealer or prospective purchaser for the purpose of sale or consignment; or
9. being used for any unlawful purpose, including the carrying of hazardous or inflammable goods in **excess** of that permitted by government regulation. This exclusion does not include any loss or damage to the **insured vehicle**, where the **insured vehicle** was being used for any unlawful purpose by another person without **your** knowledge or express or implied consent;
10. covered under '*Cover Type B: Storage, Transit and Restoration Cover*', and was:
  - being driven under its own power; or
  - located anywhere other than its usual storage location, as advised to **us**,
 except as provided for under '*Cover Type B: Storage, Transit and Restoration Cover – When cover applies*'; or
11. left parked and unattended by **you** or any **authorised driver** between the hours of 11:00 p.m. and 5:00 a.m. in any location which is:
  - inconsistent with the **declared overnight parking situation**; and
  - of a lesser **parking security** than the **declared overnight parking situation**; and
  - within a 400-metre radius of the overnight garaging address for the **insured vehicle** which **you** declared to **us**, as noted on **your policy schedule**.

### 3. Driver Exclusions

**You** are not covered, and **we** will not be responsible for any claim under **your** policy if the **insured vehicle** (including a **rental vehicle** or **substitute vehicle**) or trailer, boat or caravan attached to the **insured vehicle** was:

1. being driven by anyone who was not an **authorised driver**, unless the **insured vehicle** was being used without **your** knowledge or express or implied consent;
  2. being driven by **you**, or any **authorised driver**, who was not licensed to drive the **insured vehicle**, unless the **insured vehicle** was being driven without **your** knowledge or express or implied consent;
  3. being driven by or was last under the control of **you**, or any other **authorised driver** with **your** permission, if **you** or the **authorised driver**:
    - was under the influence of alcohol or illicit drugs; or
    - had a presence of alcohol or drugs in **your** or their breath, blood, saliva or urine as shown by analysis to be contrary to legal requirements; or
    - refused to take a test to determine the level of alcohol or drugs in **your** or their system;
- or
4. being driven by **you**, or any **authorised driver** with **your** permission, after receiving advice from a medical practitioner not to drive, or whilst under the influence of prescribed medications that may impair the ability to drive.

# 5. Additional Terms and Conditions

This section of the PDS explains various terms and conditions which apply to **your** policy, and outlines some of **your** and **our** obligations. **You** will also find details of the **excess(es)** **you** may have to pay in the event of a claim, as well as information about **our** repair process.

## Premium

### Paying your premium

**Your** premium is the amount **we** require **you** to pay **us** for **your** policy. **You** can pay **your** premium as a single amount annually, or in monthly instalments by direct debit if **you** are eligible and choose to do so. **Your policy schedule** shows the payment frequency which applies to **your** policy, the total amount **you** must pay **us**, and the due date for **your** payment(s).

Changes to **your** policy information (such as moving to a new address, or adding or removing a nominated driver), can affect how **we** assess the risk **we** are covering, which could in turn mean **we** adjust the premium **you** need to pay **us**. If **your** premium reduces following a change to **your** policy, **we** will credit any refund to **you** for the amount owing to **you**. If any policy changes increase **your** premium, **you** must pay **us** the additional premium **we** require within 21 days of **us** advising **you** in writing of the premium increase.

If **you** do not pay **your** premium in full and on time, including any additional premium owing to **us**, **we** may shorten **your period of insurance** in line with the amount of premium **you** have paid.

### How we calculate the premium

**We** calculate **your** premium by taking into account various details, including the key pricing factors for the cover **you** select, payments **we** make to **our** intermediaries, **our** expenses, and any applicable government taxes and charges.

In particular, **your** premium will vary depending on the information **you** provide to **us** about the risk to be covered by **us**, and how this relates to the key pricing factors. Generally, the higher the risk of a claim under **your** policy, the higher **your** premium will be. Similarly, the higher the cost of **our** business expenses associated with a claim under **your** policy, the higher **your** premium is likely to be. **We** use **our** experience and expertise as an insurer to determine what factors increase the risk and likely associated costs, and how this should impact on the Premium.

The following table outlines the key pricing factors. Please note that the factors identified in the table are significant factors only and **we** may take other factors into account to provide an indication of the possibility of a claim being made and the cost of claims, which may affect the cost of **your** premium. The way in which different factors impact **your** premium may also change from time to time.

Key pricing factors	Descriptions
The type of cover selected	The likelihood of a claim resulting from an <b>accident</b> impacts the premium we require. Storage, Transit and Restoration Cover is limited to vehicles which will not require cover when driven under their own power, which means the likelihood of a claim from a collision and other types of <b>accidents</b> is less likely when compared to a vehicle insured for full Comprehensive Cover.
The vehicle being insured	The premium we charge will take into consideration the characteristics of the range of different vehicles we insure. For example, factors such as vehicle class and age have an effect on repair costs.
Where the vehicle being insured is kept	Different areas may have a higher or lower rate of theft or <b>accidents</b> , which impacts the premium payable by you.
The security of the location where the <b>insured vehicle</b> is normally parked	The security of a parking location contributes to the likelihood of the <b>insured vehicle</b> being stolen or damaged by environmental events, which impacts the premium we require.
The <b>agreed value</b> you choose for the <b>insured vehicle</b>	The amount we agree to cover the <b>insured vehicle</b> for has an impact on your premium.
The expected type and amount of driving estimated for the <b>insured vehicle</b>	<b>your</b> premium will be impacted by certain types of driving (such as commuting for work) and how many kilometres you expect your vehicle will be driven during the year, as these factors influences the likelihood of an <b>accident</b> .
Modifications to the <b>insured vehicle</b>	Some types of vehicle modifications can indicate an increased likelihood of an <b>accident</b> , and also higher repair costs, which impacts the premium.
Whether the <b>insured vehicle</b> was purchased under a finance arrangement	Whether the <b>insured vehicle</b> is financed or owned outright has an effect on your premium.
The number of vehicles insured under the policy	The number of vehicles insured under the policy impacts the total premium we require.
Whether you select a voluntary <b>excess</b>	If you choose to include a voluntary <b>excess</b> on your policy, your premium will be reduced.
The age, licence, driving and insurance history of all nominated drivers	These factors are all relevant to the likelihood of a claim and the risk we are accepting and may increase or reduce the cost of your premium.
The Optional Benefits you have selected	<b>We</b> charge premium for the Optional Benefits you may choose to include on your policy.

## Paying annually

**You** must pay **your** premium to **us** in full by the due date to be eligible for the cover available under **your** policy.

## Paying by monthly instalments

**We** collect monthly instalment premium by direct debit, and when **you** are eligible and choose to pay on a monthly basis **you** are granting **us** the authority to deduct monthly direct debits from **your** nominated bank account. **Your policy schedule** sets out the amount **you** must pay each month, and the due date for each instalment.

**You** must ensure that the amount required for each monthly instalment is available for **us** to collect from **your** nominated bank account at the due date. **You** must also advise **us** of any change to **your** payment details at least seven days prior to the due date of **your** next monthly instalment.

**We** will adhere to all applicable laws and regulations which govern the collection of **your** premium. When **your** policy is due to renew, **we** will automatically collect the monthly instalments required for **your** new **period of insurance** unless **you** provide **us** with a different instruction. The monthly instalment amount **we** collect for the new **period of insurance** may differ from the previous monthly instalment amount, and will be in accordance with the renewal notice **we** send to **you**.

## Unpaid monthly instalments

Monthly instalments must be paid by the due date. **We** will contact **you** in writing if **our** attempt to direct debit **your** monthly instalment is unsuccessful.

If **your** monthly instalment is more than 14 days overdue, **we** can decline to cover any **accident** that occurs after the date which **your** premium is paid up to.

If **your** premium payment is more than one month overdue, **we** can cancel **your** policy without notifying **you**. In this case, if there was a financier noted on **your policy schedule**, **we** may advise the financier that the vehicle is no longer insured by **us**.

## Cancellation

### 21-day cooling-off period

A cooling-off period of 21 days applies to this policy from the beginning of the **period of insurance**. If **you** advise **us** that **you** wish to cancel **your** policy within the cooling-off period, **we** will cancel **your** policy and provide **you** with a full refund provided **you** have not made a claim during the cooling-off period.

## Cancellation at other times

### Cancellation by you

**You** can advise **us** that **you** wish to cancel **your** policy at any time after the cooling-off period. **You** will be refunded any premium **you** have paid for the portion of the **period of insurance** which is cancelled.

However, **we** will not:

- + backdate the cancellation of **your** policy to a date prior to the time that **you** contact **us** to request the cancellation, unless **you** can provide evidence that an **insured vehicle** would not have been eligible for cover under the policy during the entire period **you** are seeking to cancel; or
- + refund **you** any premium if **we** have paid a **total loss** claim or replaced an **insured vehicle** during the same **period of insurance**.

### Cancellation by us

**We** will only cancel **your** policy if **we** are permitted by law to do so. **We** may cancel **your** policy if **we** determine that **you** or an **insured vehicle** does not meet the terms and conditions of the policy, if **you** make a fraudulent claim, or if **we** discover **you** made a misrepresentation when **you** applied for, updated or renewed **your** policy.

If **we** cancel **your** policy, **we** will notify **you** within 14 days after cancellation by **us** and **you** will be refunded any premium **you** have paid for the portion of the **period of insurance** which is cancelled.

However, **we** will not refund **you** any premium if **we** have paid a **total loss** claim or replaced an **insured vehicle** during the same **period of insurance**.

## Variations to Your Policy

### Changes to your circumstances

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

- + the registered owner of an **insured vehicle** changes;
- + there is a change in the address where an **insured vehicle** is usually garaged or stored;
- + there is a change in the regular driver(s) of an **insured vehicle**;
- + there is a change related to how or if an **insured vehicle** is financed;
- + **your** contact details change;
- + **you** replace an **insured vehicle** with a different vehicle **you** wish to cover under **your** policy;
- + an **insured vehicle** is fitted with any **performance modification**;
- + any changes to an **insured vehicle**'s condition including any damage;

- + **your** use of an **insured vehicle** changes from what is in **your** policy information (for example, the approximate number of kilometres an **insured vehicle** is driven each year changes, or **you** start using an **insured vehicle** for **business use**);
- + **your** drivers licence or permit, or that of any **authorised driver**, is or has been suspended, cancelled, restricted or endorsed;
- + **you** or any **authorised driver** is convicted of a criminal act related to fraud, theft, burglary, arson, criminal damage, malicious damage or wilful damage; or
- + any other information on **your policy schedule** is no longer accurate.

### What we may do if your circumstances change

When **we** become aware that **your** circumstances have changed, **we** will update **your** policy information as required to ensure it is accurate. **We** may also alter the terms and conditions of **your** policy, and/or adjust **your** premium (which could result in either an additional premium payable by **you**, or a reduction in **your** premium).

In some cases, a change in **your** circumstances may mean **we** can no longer insure **you** and **we** will cancel **your** policy. If **you** do not advise **us** of certain changes in **your** circumstances as soon as it would be reasonable to do so, and the change would have had a bearing on whether **we** continued to insure **you** or on what terms, **we** may be permitted to decline or reduce to the amount payable for a claim under **your** policy, or **we** may be entitled to cancel **your** policy.

### Change of vehicle cover

If **you** sell, give away or otherwise dispose of an **insured vehicle** and no longer require cover for it under **your** policy, **we** will cover any replacement vehicle **you** wish to insure under this policy for up to 14 days from the date **you** sold, gave away or otherwise disposed of the original **insured vehicle**.

**We** will cover the replacement vehicle according to the existing terms of **your** policy (other than the **agreed value**), provided:

- + **you** advise **us** of the vehicle change within 14 days of selling, giving away or disposing of the **insured vehicle**; and
- + **we** agree to cover the replacement vehicle; and
- + **you** pay **us** any additional premium **we** require to cover the replacement vehicle.

The **agreed value** for the replacement vehicle will be the lesser of its purchase price or \$300,000.

## Renewing Your Policy

**We** will contact **you** by **electronic communication** at least 14 days before the end of the **period of insurance**, to either provide **you** with a renewal offer for **your** policy, or confirm that **we** are unable to offer **you** insurance after the expiry of the **period of insurance**.

If **we** provide **you** with a renewal offer, it will detail the terms of **our** offer to renew **your** policy, including the premium which **you** must pay **us** for the next **period of insurance**.

It is important **you** review the information in the renewal offer, and advise **us** immediately if anything is incorrect or there are any changes required to **your** information or the details of **your** policy. If **you** give **us** information which is not honest or complete, **we** may reduce or deny any claim that **you** make or cancel **your** policy, or both.

### Additional premium may be required to renew your policy

When **we** provide **you** with a renewal offer, which sets out the terms of **our** offer and the premium **we** advise **you** must pay **us** to renew **your** policy, these details are based on the information **we** know about at the time **we** prepare **our** renewal offer.

If there is a claim recorded on **your** policy during the **period of insurance**, but after the time that **we** calculate the premium for **our** renewal offer, **we** may revise **our** premium calculation and **you** may need to pay **us** additional premium to renew **your** policy. **We** may also increase the premium **we** require for the renewal of **your** policy if **you** advise **us** of any changes to **your** information or the details of **your** policy after **we** have calculated the premium for **our** renewal offer.

If **you** do not pay **us** the additional premium **we** require, **we** may shorten the **period of insurance** for **your** policy renewal in line with the amount of premium **you** have paid.

## When Your Policy Ends

**Your** policy will expire when any of the following occurs:

- + the **period of insurance** (as shown on **your policy schedule**) ends; or
- + **your** policy is cancelled by either **you** or **us**; or
- + **you** no longer have an insurable interest under the policy because:
  - a. the **insured vehicle(s)** becomes a **total loss** (and **we** do not continue to provide cover for any other **insured vehicle** or replacement vehicle); or
  - b. **you** no longer own the **insured vehicle(s)** described on **your policy schedule** and do not advise **us** of any replacement vehicle to be covered by **your** policy.



## What You Must Pay in The Event of a Claim

### Premium payable following a total loss

If we declare the **insured vehicle** a **total loss**, you must pay us the full premium in relation to that **insured vehicle** for the **period of insurance**. This means:

1. We will not refund any premium to you in relation to that **insured vehicle** if you paid your premium as a single annual amount, and your policy ends prior to the completion of the **period of insurance** because we settle your claim as a **total loss** claim;
2. If you are paying for your policy by monthly instalments, you must pay us all outstanding monthly instalments for the **insured vehicle** for the full **period of insurance** before we will settle your claim for a **total loss**. Alternatively, we can reduce your claim payment by the amount of monthly premium instalments owing for the full **period of insurance**.
3. If we replace your vehicle following a **Total loss** and your policy is maintained under '*Section 4: Additional benefits – Cover Type A only – Insurance continuity for new vehicle replacements*', you must pay us the full premium for the **period of insurance** as shown on your **policy schedule**. You must pay us all outstanding premium instalments for the **period of insurance** if you are paying by monthly instalments. We will not refund any premium if you paid your premium as a single annual amount.

### Excesses

An **excess** is what you may be required to contribute towards the cost of a claim. Your policy includes different types of **excesses**, and more than one **excess** may be payable by you depending on the circumstances of a claim. These **excesses**, and the amount which applies for each **excess**, are shown on your **policy schedule**. Each type of **excess** is also described below.

#### Claims for less than the amount of the excess you must pay

We will only accept a claim under your policy if the total excess is less than the amount you are claiming.

### Types of excess

The various types of **excess** applicable to your policy, and the circumstances under which they are payable, are described below. The total **excess** amount payable for each claim under your policy will be the sum of all **excess** types which apply to that particular claim.

#### Standard excess

The standard **excess** is applicable to each and every claim on your policy, and will be payable unless the claim is a **recoverable claim** or is waived in accordance with any other terms or conditions of your policy.

For **insured vehicles** with an **agreed value** up to \$150,000, the default standard **excess** amount will be within a range of \$500 to \$1,000 depending on the vehicle class and **agreed value**. For **insured vehicles** with an **agreed value** of over \$150,000, the default standard **excess** will be 1% of the **agreed value** (rounded to the nearest fifty dollars).

We may also increase the standard **excess** above the default amount if we determine that there is a significantly higher risk associated with an **insured vehicle**, an **authorised driver**, or other factors relevant to the cover we agree to provide.

The specific standard **excess** amount for each **insured vehicle** will be shown on your **policy schedule**.

#### Voluntary excess

The voluntary **excess** is an additional amount which you may choose to include on your policy in order to reduce the amount of Premium you must pay us. The amount of any voluntary **excess** you have chosen will be shown on your **policy schedule**.

The voluntary **excess** must be paid in addition to all other applicable **excess** amounts, unless the claim is a **recoverable claim** or is waived in accordance with any other terms or conditions of your policy.

#### Age excess

The age **excess** of \$500 is applicable to all claims involving an **authorised driver** who was over 75 years of age and driving or in control of the **insured vehicle** or **substitute vehicle** at the time of an **accident**.

#### Licence excess

The licence **excess** of \$500 is applicable to claims involving an **authorised driver** who, at the time of an **accident**:

- + was driving or in control of the **insured vehicle** or **substitute vehicle**; and
- + had held an Australian driver's licence for less than two years, or was driving under an overseas, probationary or provisional licence.

#### Tools and spare parts excess

The tools and spare parts **excess** of \$150 is applicable to claims under '*Section 3: Additional benefits – Cover Type A & B – Tools and spare parts*', unless you are required to pay a standard **excess** in relation to the same claim.

#### Track cover excess

The track cover **excess** is applicable to all claims under '*Section 5: Optional benefits – Track cover*' and will be calculated as the difference between \$1,000 and any lesser amount you or the **authorised driver** is required to pay for the other types **excess** in relation to the same claim.

If the total of the other types of **excess** payable in relation to the same claim is equal to or greater than \$1,000 then no **excess** will be applied for track cover.

## Circumstances when an excess is not payable

### Recoverable Claims

We will not require **you** to pay any **excess** for a **recoverable claim** because **you** or the **authorised driver** of the **insured vehicle** did not contribute to the **accident**, and **we** have an opportunity to recover what **we** pay for the **accident** from the person who is at fault and/or their insurer.

### Claims which are not subject to the age or licence excesses

We will not require **you** to pay any age **excess** or licence **excess** for any claims which arise due to the following types of **accidents**:

- + theft or attempted theft;
- + loss or damage caused by an animal;
- + loss or damage caused by a weather event such as flood, hail or storm;
- + loss or damage caused by fire;
- + malicious damage;
- + loss or damage occurring while the **insured vehicle** was parked; or
- + **accidents** which result in damage only to the glass of the windscreen, sunroof or window(s), and do not impact any other part of the **insured vehicle**).

### Excess-free glass cover

Under the 'excess-free glass cover' benefit **we** will not require **you** to pay any **excess** for the first claim **you** make for **glass cover damage** to the **insured vehicle** during the **period of insurance**.

## How we apply the excess to your claim

If **you** are required to pay an **excess**, **we** may:

- + instruct **you** to pay the applicable amount directly to the repairer when **you** collect the repaired **insured vehicle**;
- + instruct **you** to pay the applicable amount to **us** at the time **we** request it; or
- + reduce the amount **we** pay **you** for **your** claim by the total applicable **excess**.

## Reimbursement of an excess

If **you** have paid an **excess** and **we** subsequently become aware that an **excess** should not have been payable due to the circumstances of the claim, **we** will reimburse the **excess** **you** paid.

## Repairs

### Inspection and authorised repairs

Before **we** can authorise any repairs to the **insured vehicle**, **we** will need to inspect it. **We** will not pay for any repairs which **we** have not first authorised following an inspection, other than emergency repairs up to a maximum of \$1,000 in accordance with the '*Section 4: Additional benefits – Cover Type A only – Emergency repairs*' benefit.

### Choice of repairer

If **we** approve **your** claim and determine that the **insured vehicle** can be repaired, **we** can recommend a repairer to carry out the repairs to the **insured vehicle**, or **you** can nominate **your** own repairer.

If **we** consider **your** repairer's quote to not be competitive and/or complete, or **we** do not believe that the repairs to the **insured vehicle** would be completed to a satisfactory standard, **we** will give **you** the option of:

- + having the repair carried out by a repairer nominated by **us**; or
- + being paid the fair and reasonable cost of repairing the **insured vehicle**.

The fair and reasonable cost is the amount **you** would incur to repair the **insured vehicle** to a satisfactory standard. **We** will calculate this by reference to relevant information including quotes from other repairers that are available to **you**.

### Lifetime guarantee on repairs

**We** provide **you** with a guarantee on the quality of all repairs **we** authorise for the life of the **insured vehicle**. **Our** lifetime guarantee only applies to repairs which **we** have authorised.

If **you** are not satisfied with the quality of any repairs **we** have authorised for the **insured vehicle**, **you** should let **us** know as soon as possible. **We** will organise for an inspection of the repair work, and if **we** agree that the standard of repairs is not satisfactory **we** will arrange for the necessary improvements. **You** must not proceed with any rectification of unsatisfactory repair work without **our** approval. If **you** do so, **we** will not pay for the rectification work, and it will not be covered by **our** lifetime guarantee on repairs.

### The parts we use for repairs

For authorised repairs **we** will use parts which are consistent with the age or condition of the **insured vehicle**. If **we** replace a windscreen, sunroof or window glass, **we** will use parts which comply with Australian Design Rules.

If the parts necessary to repair the **insured vehicle** are not accessible within Australia and **we** are unable to source them by reasonable and economical means from another location, **we** will pay **you** the amount it would have cost to repair the **insured vehicle** if the necessary parts were available. **We** will determine this amount by using relevant information such as quotes from available repairers.

### Areas of the insured vehicle which are not damaged

**We** will only authorise repairs to areas and parts of the **insured vehicle** that are damaged in the same **accident** which resulted in the claim **we** have approved.

**We** will not pay for any work required to alter the presentation of undamaged parts of the **insured vehicle** in order to create or restore a uniform appearance. For example, if **we** approve a claim for **accidental** damage to a rear panel of the **insured vehicle**, **we** will only pay to repair and restore the appearance of the damaged rear panel, and any other areas of the **insured vehicle** damaged in the same **accident**. **We** will make all reasonable effort to restore the appearance of the damaged areas in a manner consistent with the rest of the **insured vehicle**. However, **we** will not pay to respray or update the appearance of the rest of the **insured vehicle**, and **we** will not be liable for any wear and tear or natural deterioration which has resulted in a change to the appearance of any undamaged parts of the **insured vehicle**.

**We** also will not pay for undamaged parts of a set. For example, if only one wheel of the **insured vehicle** is damaged in an **accident**, and **we** are unable to replace that wheel with an identical wheel, **we** will not pay to replace the whole set of wheels.

### Your contribution to repairs

If any pre-existing damage to the **insured vehicle** (including damage from a previous **accident**, wear and tear, rust or corrosion), prevents or compromises **our** ability to undertake repairs for a claim **we** have approved, **we** will ask **you** to pay for the cost of repairing the pre-existing damage so that **we** can complete all authorised repairs covered by the policy.

If **you** choose not to pay the cost of repairing the pre-existing damage, **we** will not authorise any repair work. **We** will instead pay **you** the fair and reasonable cost to repair the **accidental** damage that is covered under **your** approved claim.

## Rental Vehicles

### Our standard conditions for rental vehicles

The following conditions apply to all **rental vehicle** benefits in this policy.

1. **We** must organise the **rental vehicle** or provide **our** approval for **you** to arrange it in accordance with the terms of the applicable benefit. **We** will only provide **you** with a **rental vehicle** or confirm **our** approval for **you** to arrange one after **you** have submitted **your** claim to **us** and **you** have paid all **excesses** which apply.
2. If **we** provide **our** approval for **you** to arrange a **rental vehicle**, **you** will also need to provide **us** with receipts for the costs **you** incur for the **rental vehicle** in order to receive reimbursement under the terms of the applicable benefit.
3. If **we** directly organise a **rental vehicle** for **you**, it is covered by **your** policy throughout the rental period which **we** have authorised. If **accidental** loss or damage to the **rental vehicle** occurs during the authorised rental period, **you** must submit a new claim under **your** policy and **you** must pay all applicable **excesses** for that claim.
4. **Your** policy does not provide cover for any **rental vehicle** which **you** arrange, even if **we** have provided **our** approval for **you** to hire it. It is **your** responsibility to determine if **you** require insurance for any **rental vehicle** which **you** arrange, and purchase such insurance when **you** enter into the rental agreement.
5. **We** are not responsible for any additional costs associated with the **rental vehicle**, such as the purchase of fuel, tollway usage costs, or any other charges **you** incur in relation to the **rental vehicle**. It is **your** responsibility to pay for any such additional costs.
6. **You** must also meet and ensure **you** continue to comply with all conditions of the rental agreement, including but not limited to driver restrictions, kilometre allowances, and vehicle return times and locations.
7. **You** must return the **rental vehicle** to an authorised location under the terms of the rental agreement no more than one business day after the earliest of the date on which:
  - **we** inform **you** that the **insured vehicle** has either been found undamaged or has been repaired, and can be driven; or
  - the maximum period of 21 days of **rental vehicle** cover ends; or
  - **we** settle **your** claim.
8. If **you** do not return the **rental vehicle** by the required date as specified under condition 6 above, **you** will have to pay any additional rental costs for the **rental vehicle** which are incurred after that date.
9. **We** will not pay for any **rental vehicle** costs which are incurred due to a delay **you** cause in having the **insured vehicle** repaired.
10. **We** will not pay for any **rental vehicle** costs if **we** decline **your** claim or if **you** withdraw it.



## Personal Items, Tools and Spare Parts

### How we pay claims for personal items

Once **we** accept **your** claim under '*Section 4: Additional benefits – Cover Type A only – Personal items*' or '*Section 3: Additional benefits – Cover Type A & B – Tools and spare parts*', **we** will pay **you** the market value (at the date of the **accident**) for the stolen or damaged item(s).

**We** will calculate the market value by reference to factors such as age, make, model and condition of the item.

The most **we** will pay under '*Section 4: Additional benefits – Cover Type A only – Personal items*' in total all personal items stolen or damaged as a result of any one **accident** is \$700.

The most **we** will pay under '*Section 3: Additional benefits – Cover Type A & B – Tools and spare parts*' in total for all items stolen as a result of any one **accident** is the amount **you** have chosen as the maximum limit for this benefit, as shown on **your policy schedule**.

## Claim Recovery

### Our right to take recovery action

If **we** approve a claim under this policy, **we** may also undertake proceedings to recover any money **we** have paid from a third party who caused or contributed to the loss, damage or liability. If **we** undertake such proceedings, **we** may need to do so on **your** behalf or in **your** name, and **you** must assist **us** by providing **us** with any information **we** may reasonably require in relation to such recovery action.

## 6. Making a Claim

### What To Do in The Event of a Claim

**You** should advise **us** as soon as **you** reasonably can if:

- + an **accident** occurs which is likely to result in a claim; or
- + the **insured vehicle** is involved in an incident which results in loss or damage to someone else's property, and another person or entity believes **you** or the **authorised driver** of the **insured vehicle** is responsible for that loss or damage.

There are certain things **you** may be able to do when an **accident** occurs which could help to minimise any loss or inconvenience **you** suffer, and will also assist **us** to handle any related claim more efficiently. The steps **you** should follow if **you** possibly can when an **accident** occurs are described below.

#### Steps to follow immediately after an accident

##### Step 1

Do whatever **you** reasonably can to safely secure the **insured vehicle** and any other items of **your** property which were involved in the **accident**.

##### Step 2

Notify the police or other relevant authorities if necessary. **You** should advise the police immediately when required by law or if the **insured vehicle** has been stolen or maliciously damaged.

**You** must keep a record of any police report **you** make as **we** will require a copy of the report to process **your** claim.

##### Step 3

Collect the details of all people and vehicles involved in the **accident**, including any witnesses.

The following details are important when lodging **your** claim:

- + full names and residential addresses of all persons involved;
- + registration numbers of all vehicles involved;
- + photos of all damaged vehicles and property (whether belonging to **you** or someone else).

The following information will also help **us** to handle **your** claim if **you** are able to provide it:

- + insurance company details of all drivers involved;
- + phone numbers of all drivers involved; and
- + full names, residential addresses and phone numbers of any witnesses.

##### Step 4

Contact **us** on 1800 411 580 **we** will assist **you** with advice about anything else **you** should do at the **accident** scene, record any helpful information **you** are able to share, and explain **our** claims process to **you**.

### Your responsibilities when you claim on your policy

The following conditions apply to **you**, and any other person claiming under or covered by **your** policy.

#### 1. Unless **we** advise **you** to do so, **you** must never:

- arrange any vehicle repairs (except for emergency repairs as covered by the '*Section 4: Additional benefits – Cover Type A only – Emergency repairs*' benefit) unless **we** have given **our** prior approval in writing;
- admit fault or liability or for an **accident** or damage caused to someone else's person or property;
- offer or agree to pay for loss or damages, either in full or in part, or take any action to defend a matter in relation to a claim; or
- extend or assign **your** rights under this policy to any other person or entity.

If **you** do not fulfil any or all of **your** responsibilities, **we** may reduce or refuse **your** claim and/or cancel **your** policy as permitted by law.

#### 2. **You** must assist **us** in handling **your** claim by:

- giving **us** accurate and complete information;
- providing **us** with relevant documents which **we** request, such as proof of purchase, registration papers, invoices, quotes, bank statements or phone records;
- letting **us** know immediately if **you** receive any communication or correspondence from any other person or entity about the **insured vehicle** or claim; and
- not behaving in a way that is improper, hostile, threatening, abusive or dangerous towards **us**.

**We** may also require **you** to:

- participate in interviews conducted by **us** or **our** representatives;
- provide evidence in court;
- advise **us** of any other insurance policy which could cover or be relevant to **your** claim;
- allow **us** to inspect the **insured vehicle**; and/or
- take the **insured vehicle** to any place **we** nominate (such as a repairer), or allow **us** to take the **insured vehicle** to such a place.

If **you** do not fulfil any or all of **your** responsibilities, **we** may reduce or refuse **your** claim and/or cancel **your** policy as permitted by law.

### Confirmation of transactions

If **you** would like confirmation of any transaction made on **your** claim, please contact **us** on 1800 411 580. If **you** would like to automatically receive transaction confirmation statements on **your** claim, please call **us** on the number listed above to tell **us** of **your** request.

## How We Settle Your Claim

### If the insured vehicle has been stolen

If the **insured vehicle** is stolen and recovered within 14 days of the date **you** reported the theft to **us**, **we** will repair the **insured vehicle** if possible. **We** will undertake repairs in accordance with the process described under '*How we settle your claim – If the insured vehicle has been damaged*'.

If the **insured vehicle** is stolen and not recovered within 14 days of the date **you** reported the theft to **us**, or if it is recovered within 14 days but cannot be repaired, **we** will consider the **insured vehicle** to be a **total loss** if **we** approve **your** claim. In this case **we** will follow the process described under '*How we settle your claim – If the insured vehicle is a total loss*'.

### If the insured vehicle has been damaged

If **we** approve **your** claim and determine that the **insured vehicle** can be repaired, **you** can choose **your** own repairer or **we** can recommend a repair to carry out the repairs, in accordance with '*Additional terms and conditions – Repairs – Choice of repairer*'.

To establish if **we** can repair the **insured vehicle**, **we** will consider relevant factors such as:

- + any pre-existing damage to the **insured vehicle** which will prevent or compromise the repair work;
- + damage to **accessories and alterations** exceeding the maximum amount covered by this policy;
- + any damage to **performance modifications** or other aspects of the **insured vehicle** which are not covered by this policy;
- + whether a suitably qualified repairer is available;
- + whether **we** can obtain the parts required to repair the **insured vehicle**.

If **we** have approved **your** claim but determine **we** cannot repair the **insured vehicle** after considering the relevant factors, **we** will instead pay **you** the fair and reasonable cost to repair **accidental** damage that is covered under **your** approved claim. The fair and reasonable cost is the amount **you** would incur to repair the **insured vehicle**, which **we** will determine by using relevant information such as quotes from available repairers.

### If the insured vehicle is a total loss

If **we** approve **your** claim and determine the **insured vehicle** is a **total loss**, **we** will give **you** the option to have **us** provide **you** with a new replacement vehicle if **you** qualify under the '*Section 3: Additional benefits – Cover Types A & B – New vehicle replacement*' benefit. If **you** do not qualify for a new replacement vehicle, or **you** do not wish to take up that option, **we** will pay **you** the **agreed value** shown on **your** policy schedule.

If the **insured vehicle** is under a finance contract, **we** will pay the financier the lesser of the **agreed value** or the remaining amount owed to the financier under the finance contract. If any portion of the **agreed value** remains available after **we** have paid the financier, **we** will pay that remaining amount to **you**.

If **we** pay a claim for a **total loss**, **we** will keep the damaged **insured vehicle** including any **accessories and alterations**, and the proceeds of any salvage value will be Ours, except where the vehicle is 25 years old or older **you** will keep the unrepaired vehicle. Salvage rights will not apply if the **insured vehicle** is stolen and **we** settle **your** claim as a **total loss**.

**We** will also keep any refunded amount for the **insured vehicle's** unused registration and Compulsory Third Party (CTP) insurance.

### Third party property damage claims

If **you** have selected '*Cover Type A: Comprehensive Cover*' and the **insured vehicle** or **substitute vehicle** (and/or a trailer, boat or caravan attached to the **insured vehicle** or **substitute vehicle**) is involved in an **accident** which causes damage to property which belongs to someone else, **we** will cover the legal liability of **you** or the **authorised driver** to pay compensation for that damage.

### GST and Input Tax Credits

If **you** are registered for GST, **you** are required to tell **us** **your** entitlement to any Input Tax Credits (ITC) on the premium **you** pay to **us**. If **you** do not tell **us** **your** entitlement, or if the information **you** give **us** is incorrect, **we** will not be liable for any resulting fines, penalties or charges **you** incur. When **we** calculate the amount of any payment **we** make for a claim, **we** may reduce the amount by any ITC that **you** are, will be or would have been entitled to receive.

For example: Where **you** are entitled to ITC on **your** premium and have a **total loss accident**, **we** agree to pay **you** the **agreed value** of the **insured vehicle** calculated at \$21,920. **We** will reduce this amount by the ITC, which is equal to 1/11th of \$21,920 (or \$1,993). **Your** payment is then equal to \$21,920 – \$1,993 (or \$19,927).

## Claim Payment Examples

The examples below use some imagined scenarios to demonstrate how **we** could calculate a claim payment under this policy. These are intended as a guide only and do not form part of the terms or conditions of **your** policy. Any actual claim settlement will be calculated according to the specific circumstances of that situation. The values and **excess** amounts used in the below examples are not based on **your** policy or individual circumstances, and **you** should refer to **your policy schedule** for the **agreed value** and **excesses** applicable to **your** policy.

### Example 1

#### Accidental damage to the insured vehicle which can be repaired

The **insured vehicle** is covered by 360 Prestige Motor Vehicle Insurance under '*Cover Type A: Comprehensive Cover*'. **Your** policy does not include the optional benefit for '*Rental Vehicle Following Accidental Damage*'. The standard **excess** shown on **your policy schedule** is \$500.

The **insured vehicle** is damaged in an **accident** with another vehicle and cannot be safely driven after the **accident**. **We** arrange for the **insured vehicle** to be towed to **your** nominated repairer. **We** determine that **we** can repair the **insured vehicle**.

The **accident** was caused by the person driving the other vehicle, and **you** give **us** their name, residential address and vehicle registration number. This is a **recoverable claim** so **you** do not have to pay any **excess**.

**You** do not qualify for a **rental vehicle** under the policy because **you** did not take out the optional benefit for '*Rental Vehicle Following Accidental Damage*'.

#### **We will pay** **Amount**

Cost to repair the <b>insured vehicle</b> (we will pay this to the repairer):	\$6,700
Towing costs (we will pay this to the towing company):	\$480

#### **You must pay** **Amount**

<b>Your standard excess</b> (as shown on <b>your policy schedule</b> ):	\$500
<b>Your total excess payable:</b>	\$0

### Example 2

#### Accidental damage resulting in total loss and legal liability for damage to someone else's property

**You** hold a 360 Prestige Motor Vehicle Insurance policy for the **insured vehicle** under '*Cover Type A: Comprehensive Cover*'. **You** have an **agreed value** of \$25,000. The standard **excess** shown on **your policy schedule** is \$500.

The **insured vehicle** is involved in an **accident** while being driven by **your** father who is 77 years of age and holds a full Australian driver's licence. **Your** father is listed as an **authorised driver** on **your policy schedule**. It is determined that **your** father caused the **accident** because he failed to stop and collided with a stationary vehicle in front of him.

The **insured vehicle** was 5 years old at the time of the **accident**. **Your** caravan was attached to the **insured vehicle** at the time of the **accident** and was also damaged.

**We** determine that it would not be economical to repair the **insured vehicle** and declare it a **total loss**. **You** do not qualify for a new vehicle replacement for the **insured vehicle** as the **accident** did not occur within 48 months of the original date of registration.

The market value of **your** caravan is \$8,500 and it has sustained damage which would cost \$2,000 to repair. This cost exceeds the maximum sum insured of \$1,000 under '*Section 4: Additional benefits – Cover Type A only – Trailer, boat and caravan cover*' for damage to a caravan attached to the **insured vehicle** at the time of an **accident**.

The driver of the other vehicle lodges a claim with their insurer and they undertake proceedings to recover the costs to repair the damage caused to their vehicle. The repair costs for their vehicle are \$10,600.

The claim does not meet the conditions for a **recoverable claim** so **you** must pay **us** the standard **excess**.

#### **We will pay** **Amount**

<b>Agreed value</b> for the <b>insured vehicle</b> (we will pay this to <b>you</b> ):	\$25,000
Maximum sum insured for damage to <b>your</b> caravan (we will pay this to <b>you</b> ):	\$1,000
Repair costs for the other vehicle (we will pay this to the owner of the vehicle):	\$10,600

#### **You must pay** **Amount**

<b>Your standard excess</b> (as shown on <b>your policy schedule</b> ):	\$500
<b>Age excess</b> (as shown on <b>your policy schedule</b> ):	\$500
<b>Your total excess payable:</b>	\$1,000

### Example 3

#### A total loss claim following theft (including claims for personal items and rental vehicle following theft)

The **insured vehicle** is covered by the 360 Prestige Motor Vehicle Insurance policy under '*Cover Type A: Comprehensive Cover*'. You have an **agreed value** of \$18,500. The standard **excess** shown on your **policy schedule** is \$500.

The **insured vehicle** is stolen. You report the theft to us and the **insured vehicle** has still not been recovered after 14 days. There was sports equipment worth \$500 locked inside the **insured vehicle** when it was stolen.

Because the **insured vehicle** has not been found within 14 days of you reporting the theft to us, we declare the **insured vehicle** a **total loss**. We arranged a **rental vehicle** for you when you reported the theft of the **insured vehicle**, and you continue to use this for 14 days until we declare the **total loss**. We also agree to pay you \$500 as the market value of the stolen sports equipment.

The claim does not meet the conditions for a **recoverable claim** so you must pay us the standard **excess**.

<b>We will pay</b>	<b>Amount</b>
<b>Agreed value of the insured vehicle</b> (we will pay this to you):	\$18,500
<b>Rental vehicle</b> costs of \$100 per day for 14 days (we pay this to the <b>rental vehicle</b> company):	\$1,400
Personal items – sports equipment (we will pay this to you):	\$500
<b>You must pay</b>	<b>Amount</b>
<b>Your standard excess</b> (as shown on your <b>policy schedule</b> ):	\$500
<b>Your total excess</b> payable:	\$500

## Contact Details

For information regarding your policy:

Telephone. 1800 411 580  
Email. [executive@360uw.com.au](mailto:executive@360uw.com.au)  
Web. [www.360uw.com.au](http://www.360uw.com.au)

360 Prestige Motor Vehicle Insurance is underwritten by Aioi Nissay Dowa Insurance Company Australia Pty Ltd  
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# 360

Prestige Motor

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