



**THIS CONTRACT IS ARRANGED BY:**

Automotive Global Insurance Pty Limited  
AFS Licence no. 239678, ABN 43 093 891 573  
Customer Service 02 9877 0300 or 1800 001 611  
www.automotiveglobal.com.au

**UNDERWRITTEN BY:**

QBE Insurance (Australia) Limited  
AFS Licence no. 239545, ABN 78 003 191 035 of  
82 Pitt Street, Sydney.

# AGI Guaranteed Auto Protection

POLICY DOCUMENT  
(PRODUCT DISCLOSURE STATEMENT)



QM2421





## About this booklet

### This booklet contains 2 separate sections:

Part A and Part B.

#### **Part A – Product Disclosure Statement (PDS)**

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

#### **Part B – Policy Terms and Conditions**

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance Policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

## About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and provides industry-leading insurance solutions focused on the needs of intermediaries and their clients.

## About Automotive Global Insurance Pty Ltd (AGI)

Automotive Global Insurance Pty Ltd (AGI) (ABN 43 093 891 573, AFSL 239678) is an underwriting agency that is specialised in providing insurance products to the general public. In arranging this insurance, AGI acts on behalf of QBE Insurance and not you.

AGI has a 'binding authority' to issue, vary and dispose of this insurance as if it were the insurer.

If you need more information about this insurance in the first instance, contact AGI on (02) 9877 0300 or 1800 001 611.

Index	Page
<b>About this booklet</b>	1
About QBE Australia	2
About Automotive Global Insurance Pty Ltd (AGI)	2
<b>Part A – Product Disclosure Statement (PDS) for Guaranteed Auto Protection</b>	4
Insurer	4
Important information about Guaranteed Auto Protection	4
What you should read	5
Applying for Guaranteed Auto Protection	5
Significant benefits and features	5
Summary of Benefits	6
Significant risks	6
What you are not covered for	7
Our contact details	7
The cost of this insurance Policy	7
Duty of Disclosure	8
Our Privacy Promise	8
The General Insurance Code of Practice	10
How to make a claim	10
Dispute Resolution	11
Taxation Implications	11
Cancelling your Policy	11
Cooling-off information	11
<b>Part B – Policy Terms and Conditions for Guaranteed Auto Protection Policy</b>	12
Insurer	12
Our agreement with you	12
Eligibility criteria	12
Your Policy	12
Paying your premium	13
Words with special meanings	13
Levels of Cover	15
What we will pay	15
When you are not covered	17
General Conditions	18
Claims	19

## **PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR GUARANTEED AUTO PROTECTION**

### **Insurer**

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney

This PDS is issued by QBE Insurance (Australia) Limited.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

It is very important that you read our Guaranteed Auto Protection Policy carefully and any other documents we give you to make sure that you are satisfied with this insurance.

### **Important information about Guaranteed Auto Protection**

Guaranteed Auto Protection is designed to meet the financial loss you incur as a result of your vehicle being stolen and not recovered or being declared a total loss by your comprehensive motor vehicle insurer.

Before you purchase a Guaranteed Auto Protection Policy, you should find out what is covered and what is not covered by reading this PDS and Policy Wording in full.

It is up to you to choose the cover you need. This document contains information which can help you decide. Any advice contained in this document is of a general nature only and has not considered your objectives, financial situation or needs. You should therefore consider the information provided having regard to your personal circumstances before deciding whether to apply for Guaranteed Auto Protection.

This insurance is not compulsory and a credit provider cannot insist upon you taking out a Guaranteed Auto Protection Policy as a condition of providing you with a finance contract. You should also be aware that you can choose to purchase this policy with an insurer of your choice.

### **What you should read**

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for you, it is important that you read and understand:

- the Policy Terms and Conditions;
- what makes up the insurance (i.e. your contract with us which we call a Policy);
- words with special meanings which set out the important definitions of certain words;
- the cover we can provide (see Part B);
- when you are not covered;
- what you and we need to do in relation to claims ;
- your and our cancellation rights;
- when your Policy ends;
- the Policy Schedule when it is issued to you; and any other documents we may give you which vary our standard terms of cover set out in this document.

These documents should be read carefully together. It is important that they are kept in a safe place.

### **Applying for Guaranteed Auto Protection**

You may apply for the insurance if you have a finance contract on your vehicle and comprehensive motor vehicle insurance covering the vehicle.

Assuming that you meet all eligibility criteria, you will be issued with a Policy Schedule confirming your cover including the following information:

- your name and address;
- which cover you have selected;
- the premium (including government charges) that you have paid; and
- the period of insurance.

### **Significant benefits and features**

You are only able to take this Policy out at the time that you commence your finance contract.

Guaranteed Auto Protection is designed to pay your financier any outstanding balance of your finance contract (up to the limit of the level of cover selected by you) where the total loss payment made to you by your comprehensive

motor vehicle insurer is insufficient to pay out your finance contract.

A table summarising the benefits follows.

## Summary of Benefits

Levels of Cover

Level	Loan Balance Up to	Additional Benefits
1	\$10,000	\$4,000
2	\$15,000	\$5,000
3	\$17,000	\$5,000
4	\$30,000	\$10,000

## What we will pay

### (1) Your loan balance difference

This Policy will pay to the financier of your vehicle, the difference between the finance contract outstanding balance and the total loss payment you receive, up to the level of cover selected by you as shown on your Policy Schedule.

### (2) Additional benefits

In addition to above, this Policy will also pay to you additional benefits for the costs associated with replacing your vehicle that are incurred by you (which are not included in the total loss payment from your comprehensive motor vehicle insurer and not recoverable from a third party) up to the level of cover selected by you as shown on your Policy Schedule.

For any additional benefits to be paid, we must have received any relevant receipts and/or invoices to verify these costs covered have been incurred.

## Significant risks

### This product may not meet your expectations

This product may not meet your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this booklet) and the Policy terms and Conditions (Part B of this booklet) carefully. Please ask us if you are unsure about any aspect of this product.

## The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to Part B which follows this PDS for full details of the Terms and Conditions of cover and Exclusions.

Please read the Guaranteed Auto Protection Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

## The amount of any claim may be reduced

The amount of any claim made against this Policy may be reduced if you do not comply with any Policy condition.

## What you are not covered for

There are times when this insurance may not provide cover. Please see the "Events we will not cover" table in Part B, for full details.

We may also refuse to pay or may reduce the amount that we pay under a claim, if:

- you do not comply with the Policy conditions. Please read Part B of this document for details of the conditions to make sure that you understand your obligations;
- you do not comply with your Duty of Disclosure; or
- you make a fraudulent claim.

## Our contact details

If you have any questions or you would like further information regarding this insurance before you decide to purchase this product, please contact AGI on (02) 9877 0300 or 1800 001 611.

## The cost of this insurance Policy

The total premium is the amount that we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take into account the level of cover that you have selected, the average cost of claims and the frequency for which claims occur.

This is a single premium Policy, that is, it provides cover for the period of insurance which will usually be the term of which the finance is arranged. You can pay us the premium up front or it can be included in your loan contract.

The Policy is not renewable.

## Duty of Disclosure

### What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a Policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the Policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

### New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

### Who needs to tell us

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

### If you do not tell us

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

## Our Privacy Promise

The Privacy Act 1988 (Cth) regulates the way private sector organisations, such as QBE, collect, use, protect and disclose personal information. We are committed to safeguarding your privacy and the confidentiality of your personal information.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance Policy, including any claims made by you.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim.

We, or our authorised agent, may disclose your personal information:

- to any person authorised by you;

- to any financier of your loan;
- to a mail house (for the purpose of printing and/or delivery of your mail or processing mail you have sent us);
- to an organisation who provides you with banking facilities (for the purpose of confirming the reasons for payment made by you to us);
- to an insurance agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- to another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- to another insurer (to assess insurance risks or to assist with an investigation) or to another insurer or reinsurer who may be located overseas (for the purpose of seeking recovery from them);
- to a records management company (for the purpose of recording or storing our records which may contain your personal information);
- to an external dispute resolution organisation (for the purpose of resolving a dispute between us or between ourselves and a third party);
- to a market research company (for the purposes of conducting marketing research on our behalf);
- on computer systems and support services that may be provided to us by related companies within the QBE Group that may be located overseas;
- to our related entities so that they can also offer you products and services.

In addition to the above, in the event of a claim we or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of replacing your insured items);
- to an assessor or investigator (for the purpose of assessing your claim);
- to a lawyer or a recovery agent (for the purpose of defending an action by a third party against you or for recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- to an insurance reference bureau (for the purpose of recording any claims you make on your Policy);
- to a witness to a claim (for the purpose of obtaining a witness statement);

- to another party in a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information may also be obtained about you from the above people or organisations.

In addition we will:

- give you an opportunity to obtain access to your personal information and when necessary, correct any errors to this information. Generally we will do this without restriction or charge;
- provide our dispute resolution procedures to you in respect of any complaint you may have regarding your personal information.

For further information about our Privacy Policy or to access or correct your personal information, please contact the Compliance Manager QBE Insurance (Australia) Limited, GPO Box 82, Sydney NSW 2001.

Telephone (02) 9375 4656, Fax (02) 8275 9022 or Email [compliance.manager@qbe.com](mailto:compliance.manager@qbe.com)

## The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

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

A copy of the Code is available on request by calling us on 1300 361 823.

## How to make a claim

Please contact AGI on (02) 9877 0300 or 1800 001 611 as soon as possible, to make a claim.

Full details of what you must do for your claim are provided in the 'Claims' section in Part B of this booklet.

## Dispute Resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS office upon request.

## Taxation Implications

With this insurance, or your loan, there may be taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

In the event of a claim, we will seek information from you in regard to any Input Tax Credit entitlement.

## Cancelling your Policy

The ways by which your Policy may be cancelled are set out in Part B under General Conditions.

## Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this AGI must receive your request in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights.

## PART B – POLICY TERMS AND CONDITIONS FOR GUARANTEED AUTO PROTECTION POLICY

### Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, of 82 Pitt Street, Sydney, AFS Licence No. 239545.

It is very important that you read our Guaranteed Auto Protection Policy carefully and make sure that you are satisfied with this insurance.

### Our agreement with you

This Policy is a legal contract between you and QBE. You pay the premium, and QBE will provide you with the cover as set out in the Policy, and shown on your Policy Schedule.

The exclusions in the section headed 'When you are not covered' and conditions in the section headed 'General Conditions' apply to this Policy.

### Eligibility criteria

If you wish to take a Guaranteed Auto Protection Policy, you must:

- apply for it at the commencement of your finance contract; and
- have your vehicle covered by a Comprehensive Motor Vehicle Insurance Policy;

and your vehicle must be either:

- a motor vehicle of no more than 2 tonnes carrying capacity; or
- a campervan.

### Your Policy

Your Guaranteed Auto Protection Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you. Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

You should keep your Policy booklet and Policy Schedule together in a safe and convenient place for future reference.

### Paying your premium

You may choose to pay the premium for this cover:

- up front by cash, cheque or credit card; or
- included in your financing arrangement for your loan.

If you include the premium in your financing arrangement, the premium will be included in the total cost payable by you plus interest for the full length of the finance term.

You must pay your premium by the due date, if it has not been included in your financing arrangements. If we do not receive your premium by the due date or your payment is dishonoured then this Policy will not operate and there will be no cover under this Policy.

### Words with special meanings

Some key words and terms used in this Policy have a special meaning.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Term	Meaning
Additional benefits	<ul style="list-style-type: none"><li>• any excess or deductible paid by you under your Comprehensive Motor Vehicle Insurance;</li><li>• registration costs (first 12 months);</li><li>• stamp duty payable;</li><li>• compulsory third party insurance premium and comprehensive motor vehicle insurance premium for your new vehicle for 12 months;</li><li>• dealer delivery costs;</li><li>• up to 10 days car hire up to a maximum of \$75 per day. This is only available on levels of cover 3 and 4 and must be approved by us.</li></ul>
Commencement date	the date that we accepted your insurance and on which the Policy commences, and which will be shown in the Policy Schedule.

Word or Term	Meaning
Comprehensive motor vehicle insurance	the insurance Policy covering your vehicle against <ul style="list-style-type: none"> <li>• accidental loss or damage;</li> <li>• theft of your vehicle; and</li> <li>• legal liability.</li> </ul>
Excess	the amount that you have to contribute towards any claim under your comprehensive motor vehicle insurance.
Finance contract	the original finance agreement that you arranged with the financier to enable you to purchase or lease the vehicle shown in the Policy Schedule.
Financier	the company, shown on the Policy Schedule, with which you arranged your finance contract.
Outstanding balance	the amount outstanding in relation to the finance contract (excluding any arrears in repayments) at the date of the incident that led to the total loss of your vehicle.
Period of insurance	the period shown in the Policy Schedule.
Policy	your insurance contract which consists of this PDS and Policy wording and the Policy Schedule.
Policy Schedule	the schedule of insurance, which sets out details of the cover provided to you.
Total loss	your vehicle has been: <ul style="list-style-type: none"> <li>• damaged beyond what your comprehensive motor vehicle insurer considers to be economical to repair; or</li> <li>• has been stolen and not recovered.</li> </ul>
Total loss payment	the full amount agreed to be paid to you (after deduction of any Excess) being the value of your vehicle under your comprehensive motor vehicle insurance, following a total loss.

Word or Term	Meaning
Your vehicle	the motor vehicle, registered for use on public roads, which you have financed under the finance contract and which is described on the Policy Schedule including: <ul style="list-style-type: none"> <li>• standard tools, modifications or accessories that were part of the original supply at time of purchase; and</li> <li>• any non-standard accessories or modifications which have been listed on the comprehensive motor vehicle Policy as being part of the vehicle but not <ul style="list-style-type: none"> <li>– a courier vehicle</li> <li>– taxi;</li> <li>– any other vehicle used for the carriage of people or goods for reward; or</li> <li>– a vehicle used for driver education (other than for your immediate family).</li> </ul> </li> </ul>
You, Your	the person(s) named on the current Policy Schedule as the 'Insured'.
We, Our, Us	QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney NSW 2000.

## Summary of Benefits

### Levels of Cover

Level	Loan Balance Up to	Additional Benefits
1	\$10,000	\$4,000
2	\$15,000	\$5,000
3	\$17,000	\$5,000
4	\$30,000	\$10,000

### What we will pay

#### (1) Your loan balance difference

This Policy will pay to the financier of your vehicle, the difference between the finance contract outstanding balance and the total loss payment you receive, up to the level of cover selected by you as shown on your Policy Schedule.

Any loan balance difference paid to your financier will only be paid by us when:

- your vehicle was declared a total loss by your comprehensive motor vehicle insurer following a total loss event occurring and you have received a total loss payment from your insurer;
- this total loss event occurred during the period of insurance of this Policy; and
- the amount you received for your total loss payment from your comprehensive motor vehicle insurer is less than the outstanding balance of your finance contract.

This section of the Policy will not pay any claim when:

- the total loss payment paid to you by your comprehensive motor vehicle insurer is greater than the outstanding balance of your finance contract; or
- your vehicle is replaced by your comprehensive motor vehicle insurer with another vehicle.

Any payment under this section of the Policy will always be paid directly to your financier.

**(2) Additional benefits**

In addition to above, this Policy will also pay to you additional benefits for the costs associated with replacing your vehicle that are incurred by you (which are not included in the total loss payment from your comprehensive motor vehicle insurer and not recoverable from a third party) up to the level of cover selected by you as shown on your Policy Schedule.

The costs you can claim for under this section of your Policy are:

- any excess or deductible paid by you under your Comprehensive Motor Vehicle Insurance;
- registration costs (first 12 months);
- stamp duty payable;
- compulsory third party insurance premium and comprehensive motor vehicle insurance premium for your new vehicle for 12 months;
- dealer delivery costs;
- up to 10 days car hire up to a maximum of \$75 per day. This is only available on levels of cover 3 and 4 and must be approved by us.

If your vehicle has been replaced by your comprehensive motor vehicle insurer, this section will only cover those costs listed above that your insurer has not covered when replacing your vehicle.

If a situation occurs where your total loss payment is greater than your outstanding balance of your finance contract and there is no loan balance difference to be paid, we will still pay you up to the additional benefit limit payable of the level of cover you have selected to cover you for any additional costs listed above that are associated with replacing your vehicle.

For any additional benefits to be paid, we must have received any relevant receipts and/or invoices to verify these costs covered have been incurred.

**When you are not covered**

There are exclusions to the cover provided by this Policy. Events that we will not cover are listed in the following table are marked by an “x”.

Event or Circumstance	
War or warlike activities (not including peacetime manoeuvres).	X
Acts of terrorism which are directly or indirectly related to biological, chemical, or nuclear weapons, pollution or contamination.	X
Engaging in a criminal act.	X
Where your comprehensive motor vehicle insurer has not made a total loss payment in full.	X
Any arrears on the repayments of your finance contract, including deferred payments and penalty costs associated with late or deferred payments.	X
Additional costs which you incur as a result of <ul style="list-style-type: none"> <li>• there being amounts due under the finance contract which are not directly linked to the purchase or lease of your motor vehicle;</li> <li>• any variation to your original finance contract;</li> <li>• early discharge of your finance contract.</li> </ul>	X
Using your vehicle for <ul style="list-style-type: none"> <li>• hire;</li> <li>• carriage of passengers for fare or reward (but not including car pooling arrangements);</li> <li>• courier purposes; and</li> <li>• driver instruction (other than for your immediate family).</li> </ul>	X
Using your motor vehicle in motor sport of any kind including testing	X
Removal of your vehicle from Australia	X
More than one claim during the period of insurance	X

## General Conditions

### Cancelling your Policy

#### How you may cancel this Policy

You may cancel this Policy at any time by telling AGI in writing that you want to cancel it.

Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to do so is received from all persons named as the insured.

#### How we may cancel this Policy

We may cancel the Policy in any of the circumstances permitted by law, by informing you in writing.

We will give you this notice in person or send it to your address last known to us.

#### Refund of premium

On cancellation of your Policy, a refund of premium will be paid to you.

If you paid for this Policy by including it in the amount financed in your finance contract, the refund premium will be paid to the financier or whomever the financier directs us to pay.

The premium refund will be calculated after deducting a portion of the premium for time on risk, reasonable administrative costs and any government taxes or duties (where these are not refundable under the applicable State legislation).

### Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally; or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

#### Changes to information previously advised

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss.

#### Input tax credit entitlement

You are required to tell us of any entitlement to an input tax credit.

If you fail to do so, you may be liable to GST on any claim we pay.

The Policy does not provide cover for any GST liability, or for any fine or penalty for which you become liable.

## Claims

### What you must do

#### Notification of an incident

You must advise us as soon as possible of an incident which could lead to a claim on this Policy.

#### How to make a claim

To make a claim following a total loss event occurring with your vehicle you must:

- contact us by phone as soon as practicable and be ready to provide details of the incident;
- complete, sign and return the claim form to us;
- provide the following documentation:
  - a copy of the release from your comprehensive motor vehicle insurer that states your total loss payment made by them to you;
  - a copy of the finance contract from your financier and a statement of the outstanding balance of your finance contract; and/or
  - any relevant receipts or invoices relating to the additional benefits being claimed for;
- provide written statements under oath if we require it;
- be interviewed about the circumstances of the claim if we require this.

If you require assistance or have any questions regarding a claim, please contact AGI on (02) 9877 0300 or 1800 001 611.

#### You must assist us

Before we will pay anything under this Policy, you must have complied with all the requirements of this Section and provided us with all information and assistance that we have requested.

#### How claim administration and legal proceedings are undertaken

When a claim is admitted under this Policy, we have the right at our discretion, to exercise all the legal rights of you relating to the incident and to do so in your name.

We will take full control of the administration, conduct or settlement of the claim.

### **What we do**

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name.

We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### **What you must NOT do**

#### **False or misleading information**

We may deny part or all of your claim if you are not truthful and frank in any statement you make in connection with a claim, or if the claim is fraudulent or false in any respect.

#### **What can affect a claim**

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

### **When the Policy ends**

The Policy ends and we stop paying benefits on the earliest of any of the following:

- the premium is not received;
- the date we receive a written request from you to terminate the insurance;
- the time that your finance contract is paid out in full, refinanced, discharged or terminated;
- the date given when we provide you with written notice to terminate the insurance in accordance with relevant legislation;
- on the date your comprehensive motor vehicle insurance is avoided, lapses or is cancelled;
- the date upon which a claim is paid under the Policy; or
- the expiry date shown in the Policy Schedule.