

# Territory Car Insurance



Product Disclosure Statement

Preparation Date: 01/11/2023.



On-Line  
[tiofi.com.au](http://tiofi.com.au)



Call  
131 846

# Welcome

Your car is more than something that gets you from A to B. It's your daily commute, your weekend escape, the kid's taxi, your pride and joy.

TIO has been a part of the Territory since 1979 and our insurance products aim to reflect the needs and conditions of the Territory. TIO is a division of the insurer Allianz Australia Insurance Limited, (AFS Licence No. 234708 ABN 15 000 122 850).

We're able to use our years of local expertise, combined with global experience, to offer an extended range of products and services to our customers.

This Product Disclosure Statement (PDS) is an important document that contains information designed to help you make an informed decision about whether to purchase this insurance.

You need to ensure you have all the protection you need, so please read through this PDS carefully, and store in a safe place for easy reference.

This policy covers both EVs (Electric Vehicles) and traditional vehicles.

## Car Insurance – a snapshot

This is a high level snapshot only. For information on what is covered and what is not covered and for any limits and excesses that apply, please read this PDS, your policy schedule and any other documents that make up your policy.

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<b>Who we cover</b>	<ul style="list-style-type: none"><li>• You; and</li><li>• anyone you give permission to drive the vehicle except someone noted as a declined driver on the policy.</li></ul>
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<b>Types of cover we can offer</b>	<ul style="list-style-type: none"><li>• Comprehensive insurance<ul style="list-style-type: none"><li>– Accidental loss of (including theft) or accidental damage to your vehicle as listed under the Comprehensive insurance section including Other benefits and Optional benefits (where applicable). See page 15.</li><li>– Liability cover as specified in the legal liability section. See page 22.</li></ul></li><li>• Third Party Property Damage insurance<ul style="list-style-type: none"><li>– Liability cover as specified in the legal liability section. See page 22.</li></ul></li><li>• Third Party Fire and Theft insurance<p><b>Please note that Third Party Fire and Theft cover is no longer available for new policies. It is only available to renewing customers who have Third Party Fire and Theft cover insured by Us and shown as covered on their policy schedule immediately before renewal.</b></p><ul style="list-style-type: none"><li>– Accidental loss of or accidental damage to your vehicle caused by fire or theft as listed under the Third Party Fire and Theft insurance section including Other benefits. See page 25.</li><li>– Liability cover as specified in the legal liability section. See page 22.</li></ul></li></ul>
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<b>What cover you get for your vehicle</b>	<p>Your vehicle:</p> <ul style="list-style-type: none"><li>• for its agreed value or market value whichever is shown on your policy schedule; and</li><li>• accessories as supplied by the manufacturer; and</li><li>• wall charger, charging cable and charging accessories including wall mount for your vehicle that is an EV; and</li><li>• fitted or non-standard extras, modifications and accessories which are included on your policy schedule (not applicable if you have Third Party Property damage cover).</li></ul>
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<b>What you pay for</b>	<p>If you make a claim and are responsible or at fault for the accident, you will be required to pay:</p> <ul style="list-style-type: none"><li>• Any amounts that might apply such as an excess unless otherwise stated in this policy.</li></ul>
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## Summary of policy features, benefits and exclusions

Our car insurance policy has been designed to provide you with different types of cover to choose from. You need to decide if this insurance is right for you and you should read this PDS your Schedule and any other documents we tell you that form part of the policy to ensure you have the cover you need. The cover you choose will be shown on your policy schedule.

Below we have included a summary of all the policy features and options that are available on each type of cover that you can choose.

The table is a guide only. For information on what is covered and what is not covered and for any limits and excesses that apply please read your policy schedule and this PDS including the “when we will not pay your claim” section.

Summary of features, options and exclusions	Comprehensive	Third Party Property Damage	Third Party Fire and Theft
<b>Features, benefits and exclusions</b>			only available to renewing customers with Third Party Fire and Theft cover
Accidental loss of or damage to your vehicle	✓	✗	✓
New for old replacement – less than 2 years old	✓	✗	✗
Accidental death benefit – \$25000 per period of insurance	✓	✗	✗
Child seat or baby capsule – \$500 any one incident	✓	✗	✗
Emergency repairs – \$500 any one incident	✓	✗	✗
Emergency accommodation and travelling expenses – \$1000 any one incident	✓	✗	✗
Lock Re-keying/Re-coding – \$1000 any one incident	✓	✗	✗
Personal items – \$1000 any one incident	✓	✗	✗
Rental car after theft – 30 days, \$100 per day maximum	✓	✗	✓

Summary of features, options and exclusions	Comprehensive	Third Party Property Damage	Third Party Fire and Theft
Temporary cover on replacement vehicle – 14 days	✓	✗	✗
Towing reasonable costs	✓	✗	✓
Trailer and caravan cover – \$1000 or market value whichever is the lesser any one claim	✓	✗	✗
Transportation costs – \$500 any one incident	✓	✗	✗
Legal liability – \$20000000 any one event or series of events	✓	✓	✓
Substitute vehicle (liability)	✓	✓	✓
Legal costs – all	✓	✓	✓
Employer's or principal's liability	✓	✓	✓
Supplementary bodily injury (liability) – \$20000000 any one event or series of events	✓	✓	✓
Uninsured motorists extension	✗	✓	✓
Your vehicle being driven by a unlicensed, declined or driver under the influence	✗	✗	✗
Your vehicle being used in an unsafe or unroadworthy condition	✗	✗	✗
Exceeding load or passenger limits	✗	✗	✗
Carrying passengers for hire, fare or reward	✗	✗	✗
Consequential loss	✗	✗	✗
Motor sport or Motor trade	✗	✗	✗

Summary of features, options and exclusions	Comprehensive	Third Party Property Damage	Third Party Fire and Theft
Deliberate, intentional, malicious or criminal acts	✗	✗	✗
War, terrorism, radio activity or nuclear materials	✗	✗	✗
Asbestos	✗	✗	✗
Loss of use	✗	✗	✗
Tyre damage	✗	✗	✗
Lawful seizure	✗	✗	✗
Non safeguarding of your vehicle	✗	✗	✗
Renting a vehicle (excluding circumstances detailed in Rental car after theft; Rental car following an accident; or Transportation costs)	✗	✗	✗
Failure of computer or similar equipment	✗	✗	✗

### Optional benefits you can add

Rental car following an accident – 30 days, \$100 per day maximum	✓	✗	✗
Removal of basic excess for windscreen claims – 1 replacement claim and 2 repairs in any period of insurance (windscreen, sunroof or window glass)	✓	✗	✗
Tools of trade – \$3000 any one incident	✓	✗	✗

### Optional excesses you can select to decrease your premium for Comprehensive Car Insurance cover

Unnamed driver excess – \$2500 any one claim	✓	✗	✗
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# Our agreement with you

## Your insurance contract

When you buy the type of car insurance cover you need, we enter into a contract with you which is called the policy and is made up of:

- your policy schedule;
- this Product Disclosure Statement (PDS),
- any applicable Supplementary PDS (SPDS) we issue that varies it; and
- any other document we tell you forms part of the policy at or prior to commencement of your policy or when required or permitted by law which may vary or modify the above documents.

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

If there is more than one insured shown on the policy schedule, then anything that any of the insureds says, does or omits to advise us of, applies to and affects the rights of all of the insureds.

## Your waiting period for cyclone, flood and bush fires

To manage the risk of people taking out car insurance on their uninsured vehicles when events such as cyclones, floods or bush fires are predicted, we do not provide cover (where the type of cover you have provides it) for any loss of or damage to your vehicle caused by these events during the first 72 hours after the policy is first taken out by you (it does not apply to renewals). However, you will be covered from the time you take out the policy for covered loss of or damage to your vehicle not caused by these events.

## Your policy schedule

Your policy schedule shows the type of cover you have and any optional covers you have added under the policy. It also shows the period that the policy covers you for, called the period of insurance.

## Receiving your policy documents

You may choose to receive your policy documents:

- electronically (by email); or
- in hard copy (by post).

In the event that you choose to receive your documents electronically, we will send them to the email address that you provide us, not your mailing address.

If you do not tell us to send your documents to you electronically, then we will send them to you by post to the mailing address that you have provided us.

It is your responsibility to make sure that both the email and mailing address you have provided us are up to date even when you have chosen to receive your documents electronically. This means you need to let us know if you change your email or mailing address as soon as reasonably possible (refer to “Changes to your policy”).

## Your responsibilities

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether the policy is specifically appropriate for your objective, financial situation or needs, you should carefully read this document before deciding.

When entering into the policy or on renewal, variation, extension, replacement or reinstatement you must meet your Duty to take reasonable care not to make a misrepresentation obligations. See under the heading ‘Your Duty to take reasonable care not to make a misrepresentation’.

You must during the term of the policy follow and meet all of the policy’s terms and conditions. In particular:

- take all reasonable care to prevent loss of (including theft) or damage to your vehicle. This includes but is not limited to:
  - moving your vehicle from rising flood waters if it safe to do so;
  - ensuring that the ignition keys are not left in the vehicle when no one is in the vehicle;
  - locking all the doors and windows when the vehicle is parked or unattended; and
  - accompanying anyone test driving the vehicle when it is being test driven as part of you selling the vehicle.
- keeping your vehicle well maintained and in a roadworthy condition. This includes but is not limited to ensuring safety parts such as tyres, brakes and lights are in the condition necessary to allow the vehicle to be registered. We may reduce or refuse your claim to the extent that your vehicle’s maintenance or condition contributed to or caused the loss.
- ensure that any information you give us as part of a claim document or statement to us is honest and complete.

## Not meeting your responsibilities

If you do not meet your responsibilities then we may do either or both of the following:

- reduce or refuse your claim to the extent we are prejudiced by your failure; and/or
- cancel your policy.

Where fraud, for fraudulent misrepresentation in breach of duty to take reasonable care not to make a misrepresentation is involved, we can treat your policy as if it never existed.

## Special conditions

We may impose special conditions on your policy that exclude, restrict or extend cover for a certain person or condition. An example of this would be when we may not cover certain drivers. These conditions will be listed on your policy schedule and you should read the policy schedule carefully.

## The value we apply to your vehicle

Depending on the type of insurance cover you choose, we may insure your vehicle for either an agreed value or for market value. The value that applies to your vehicle will be shown on your policy schedule.

### Agreed value

The agreed value is the specified amount up to which we agree to insure your vehicle. Where your vehicle is insured for agreed value this amount will be listed in the policy schedule. Typically, people seek to ensure that the amount takes into account:

- what it would cost to replace the vehicle. This can include:
  - any modifications options or accessories that have been made or added to the vehicle;
  - wall charger, charging cable and charging accessories including wall mount used for your vehicle that is an EV;
  - GST;
  - registration and any CTP insurance; and
  - other on road costs such as stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

### Market value

The market value is the cost to replace your vehicle with a vehicle of the same make, model, age and condition as your vehicle immediately prior to the loss or damage but excluding costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

To determine the market value we look at things such as:

- local market prices;
- your vehicle's condition;
- any modifications, options or accessories that are attached to your vehicle and shown on the policy schedule; and
- the value of wall charger, charging cable and charging accessories including wall mount for your vehicle that is an EV.

## Your premium

In return for paying or agreeing to pay us your premium as shown on your policy schedule, we will provide the cover that you have chosen. Your premium will be based on:

- Our view of the likelihood of a claim being made on your policy during the term of the policy. When we work out the premium we look at a number of factors that are good indicators of the likelihood that a claim will be made. For example, we consider:
  - the type of vehicle you have insured and where you keep it;
  - your age, and the age of the other people likely to drive your vehicle; and
  - the way you use your vehicle – for example, private, ride share or business use.
  - Your claims history.
- The premium you paid last year. We may limit upwards and downwards movements in premium based on the premium you paid last year so that we get the desired level of representation in particular customer segments, vehicles or regions.
- We may increase or decrease your premium so that we get the desired level of representation in particular customer segments, vehicles or regions.

Minimum premiums may apply. In some cases, discounts/entitlements may apply if you meet certain criteria we set. Any discounts/entitlements may be subject to rounding and only apply to the extent any minimum premium is not reached. If you are eligible for more than one, we also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Discounts may not be applied to the premium for optional covers. We will tell you when this is the case. Any discounts/entitlements will be applied to the base premium calculated prior to any taxes being added.

For more information about how we work out your premiums, the excesses we apply to the policy and any discounts/entitlements you may be entitled for, see our Premium, Excess, Discount and Options Guide (PED).

To get a copy, visit [tiofi.com.au](http://tiofi.com.au) or call us on 131 846.

## Paying your premium

You must pay your premium on time. You can pay your premium as a:

- lump sum annually; or
- in monthly instalments by direct debit from a bank account or credit card you nominate unless we tell you otherwise.

Your policy schedule shows the amount you need to pay and the due date for your annual premium or monthly instalments.

## What happens if you don't pay your premium on time

You need to pay your annual premium or instalments by the due date. If you do not pay your premium by the due date, your policy may be cancelled and you may not be able to make a claim.

We may deduct any outstanding premium amount or incorrectly refunded premium, from any claim payment.

### Payment by instalments

If you pay your premiums by instalments, we will notify you if an instalment has not been paid and we will try to deduct the overdue amount along with your next regular payment. If the next attempt to deduct the outstanding amount fails, we will cancel your policy for non-payment. We will send you a notice advising you of cancellation, and cancellation will be effective 14 days from the date on this notice. A monthly instalment will be considered unpaid by us if it cannot be deducted from your nominated account or credit card.

## Confirmation of Transaction

If You require further information about this insurance or wish to confirm a transaction, including a claim, please contact Us. Alternatively, if you wish to automatically receive the confirmation of the transaction after it occurs eg at the conclusion or settlement of the claim, please contact us.

## 14 day cooling off period

A 14 day cooling off period applies to this insurance. So, if you decide you don't want this policy, you can cancel it up to 14-days from either:

- the date we issue a new policy to you, or
- the start date of a renewed policy.

We'll refund your premium in full, as long as you:

- haven't made a claim, or
- don't need to make a claim.

We may deduct government taxes or duties from your refund.

In addition to your cooling off period, you can cancel the policy at any time by calling us. Refer to the "Cancellation rights under your policy" section for further details.

## Renewing your policy

You will receive a renewal notice at least 14 days prior to the expiry date of the period of insurance advising whether we will offer renewal or not and if so on what terms.

If we offer renewal, the renewal notice will set out the renewal terms, including the new premium and excess(es).

If you are happy with the proposed renewal terms and you don't have to notify us of any matter required in the renewal notice you won't need to contact us. If we don't hear from you by the expiry date we will automatically renew the policy on the terms proposed.

Where you have provided us with a nominated account/credit card we will also deduct/charge the new renewal premium, unless you tell us not to.

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

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

## Assigning your rights

You are not allowed to assign any benefits, rights or, obligations under your policy unless you have our written permission to do so. We will not unreasonably withhold our permission.

## Appointing a representative

You need to tell us if you want to have someone represent you and we need to agree. We will not unreasonably withhold our agreement. This also applies if you want someone to manage your policy or claim.

## Governing law

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

## Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to us. This responsibility applies until we issue you with a policy for the first time or agree to renew, extend, vary/change, or reinstate your policy.

You must answer our questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs.

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether you are represented by a broker, your particular characteristics and circumstances we are aware of.

**If you do not meet the above Duty**, we may reject or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and we may treat your policy as if it never existed.

If our information or questions are unclear, you can contact us via the details on the back cover or visit [www.tiofi.com.au/misrepresentation](http://www.tiofi.com.au/misrepresentation)



# Comprehensive insurance

Comprehensive insurance is the top level of Car Insurance cover we provide. In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

## Accidental loss of or damage to your vehicle

We will cover you for accidental loss of (including theft) or any other type of accidental damage that happens to your vehicle during the period of insurance, subject to the other terms of the policy (including those relating to the limits and excess).

Where your vehicle is lost or damaged and new for old replacement of a new vehicle after a total loss does not apply, at our option we will (acting reasonably):

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

Further, we will adjust your claims payment in accordance with the GST provision shown under GST notice.

For EV's Thermal Runaway is covered under accidental loss or damage due to fire, provided there has been no deviation from manufacturer specification in relation to battery usage and charging.

## New for old replacement of a new vehicle after a total loss

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

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

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

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

If a new replacement vehicle is not available, we will pay you either the market value or agreed value of your vehicle, whichever is shown as applicable in the policy schedule.

## Temporary cover on replacement vehicle

If you sell or give away your vehicle and replace it with another one, we will provide temporary cover for the replacement vehicle for 14 days only from the time you sold or gave the vehicle away on the same terms set out in your policy, except that we will only insure the vehicle for the market value.

## Other benefits we will pay

Unless we have stated differently under one of the other benefits listed below, the benefit will only apply where we have accepted your claim for accidental loss of or accidental damage to your vehicle (called a covered accident) under the policy and any payment we may make under this section will be paid in addition to any amount payable for the loss of or damage to your vehicle.

## Accidental death benefit

If you suffer an injury (see page 48 for definition of injury) that solely results in your accidental death (see page 48 for a definition of accidental) within 12 months of the injury, we will pay your estate \$25,000. We will not pay more than \$25,000 in any one period of insurance no matter how many insureds there are.

## Child seat or baby capsules

Following a covered accident, we will replace any child seat or baby capsule in your vehicle. The maximum we will pay in respect of any one incident is \$500.

## Emergency repairs

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

The maximum we will pay in respect of any one incident is \$500.

## Emergency accommodation and travelling expenses

We will pay for any reasonable additional travel or accommodation expenses incurred by you as a result of a covered accident, provided that at the time of the covered accident your vehicle was more than 100 kilometres from the address where it is normally parked at night.

We will not pay accommodation expenses if you had intended to pay for that accommodation in any event. Travelling expenses extends to include the cost of collecting of your vehicle following repairs.

The maximum amount we will pay for accommodation and travelling expenses combined resulting from any one claim or incident is \$1,000.

## Lock re-keying/re-coding

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

The maximum amount we will pay is \$1,000 for any one incident.

This benefit will only apply if the theft of your keys has been reported to the police as soon as reasonably practicable after they are stolen.

Cover under this benefit does not entitle you to a claim for a rental vehicle.

## Personal items

We will also pay for the accidental damage to or theft of personal effects and clothing (see page 49 for a definition of personal effects) belonging to you, your spouse, or your de facto or dependent children where:

- we have accepted your claim for accidental damage to your vehicle; or
- they were stolen from your vehicle which was locked; or
- we have accepted your claim for theft of your vehicle and they were stolen at the same time.

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

The maximum we will pay in respect of any one incident is \$1000.

## Rental car after theft

If we have accepted your claim for theft of your vehicle we will arrange for you to be provided with a rental car:

- until your vehicle is recovered undamaged and you have been told of its location; or
- until your vehicle is recovered damaged and the damage is repaired; or
- until we settle your claim by paying the agreed value or market value; or
- for a maximum of 30 days, whichever happens first.

The maximum daily rental charge we will pay is \$100.

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

Additionally, as part of this Rental car after theft benefit, we will reimburse you up to \$2,000 in total for any excess or security bond you have to pay under your rental car agreement because there is accidental loss of or damage to the rental car or because it causes some loss or damage. We will arrange a rental car for you. If you arrange your own rental car without our consent, we are not obliged to pay for the rental car you arranged unless we agree otherwise.

We will not pay for:

- the cost of fuel / electricity used during the rental period; or
- any accidental loss of or damage to the rental car.

If a rental or loan car is not available, we will pay you a daily travel allowance of \$50:

- until your vehicle is recovered undamaged and you have been told of its location; or
- until your vehicle is recovered damaged and the damage is repaired; or
- until we settle your claim by paying the agreed value or market value; or
- for a maximum of 30 days, whichever happens first.

## Towing

We will pay the reasonable cost of protection, removal and towing of your vehicle after a covered accident to the nearest repairer, place of safety or any other place which we agree to acting reasonably.

## Trailer and caravan cover

We will pay for accidental loss of or accidental damage to any trailer or caravan which was attached to your vehicle at the time of a covered accident.

We will pay the lesser of \$1,000 or the market value of the trailer or caravan.

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

## Transportation costs

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

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

The maximum we will pay for any one incident is \$500.

# Optional benefits

Any optional benefits you have been provided with will be automatically included with any renewal offer we make unless you contact us and ask us to remove these optional benefits at renewal or we no longer offer these optional benefits.

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

## Rental car following an accident

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

- provide you with a rental car; or
- if a rental car is not available, pay you a daily travel allowance of \$50.

The rental car benefit or daily travel allowance will be provided from:

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

whichever is the later.

The maximum daily rental charge we will pay is \$100. We will provide the rental car or daily travel allowance benefit:

- for a maximum period of 30 days; or
- until the repairs have been completed; or
- until we settle your claim by paying you the agreed value or market value,

whichever happens first.

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

Additionally, as part of this Rental car following an accident option we will reimburse you up to \$2,000 in total for any excess or security bond you have to pay under your rental car agreement because there is accidental loss of or damage to the rental car or because it causes some loss or damage. We will arrange a rental car for you. If you arrange your own rental car without our consent, we are not obliged to pay for the rental car you arranged unless we agree otherwise.

We will not pay for:

- the cost of fuel / electricity used while driving the rental or loan car; or
- any accidental loss of or damage to the rental or loan car.

## Removal of basic excess for windscreen claims

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

This option applies:

- to one claim for a windscreen, sunroof or window glass replacement plus two windscreen, sunroof or window glass repairs in any period of insurance; and
- if the broken windscreen, sunroof or window glass is the only damage to your vehicle.

## Tools of trade

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

This option only applies:

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

The maximum we will pay is \$3,000 for any one incident.

# Legal Liability

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

## Cover for damage to other people's property (legal liability)

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

- your vehicle; and/or
- a caravan or trailer while being towed by your vehicle.

The above cover is extended to:

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

We will not cover legal liability:

- where the vehicle is unregistered; or
- when the loss or damage occurs to your own property, your spouse's or de facto's property; or
- that is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability even if the amount recoverable is nil.

## Additional cover for supplementary bodily injury (legal liability)

We will also cover you, a currently licensed driver driving the vehicle, or a passenger travelling in or getting into or out of the vehicle with your permission, for legal liability for death or bodily injury caused by or arising out of the use of your vehicle or a substitute vehicle, if the vehicle is registered for use on a public road when the liability is incurred and arises, from one or more of the following events:

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



We will not pay if the event or series of related events that gives rise to the legal liability or any part of it is insurable under:

- statutory or compulsory insurance policy or any statutory or compulsory insurance; or
- compensation scheme or fund, even if the amount recoverable is nil.

We will not pay for legal liability to any:

- person driving or in charge of your vehicle;
- of your employees; or
- member of your family.

We will not pay for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).

We will not pay unless you or the person claiming under this section has notified us of a claim under this section as soon as reasonably possible after you or that person first becoming aware of an intention to make a claim against you or that person. We may reduce or refuse your claim to the extent we are prejudiced by any delay in notifying us.

We will not pay for legal liability caused by or arising from an intentional act by you or any other person.

We will not pay any amount of exemplary, punitive or aggravated damages.

## Maximum amount payable

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

## Other benefits we will pay

### Legal costs

Provided we agree in writing (acting reasonably), we will pay for all legal costs and expenses in defending any court proceedings arising from a claim for liability covered by the policy.

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

### Uninsured motorists extension

(This benefit is applicable to Third Party Insurance and Third Party Fire & Theft Insurance only)

We will cover your vehicle for loss or damage arising from an accident caused by the driver of an uninsured vehicle up to a maximum amount of \$5,000 for any one incident including the cost of protection, removal and towing.

You may only claim under this extension if you:

- did not contribute to the cause of the accident; and
- can provide us with:
  - the name and address of the person responsible for the accident;
  - the registration number of the other vehicle; or
  - any other information that would reasonably allow us to identify the person so that we can exercise our rights of recovery.

# Third Party Fire and Theft

Please note that Third Party Fire and Theft cover is no longer available for new policies. It is only available to renewing customers who have Third Party Fire and Theft cover insured by Us and shown as covered on their policy schedule immediately before renewal.

## Loss of or damage to your vehicle caused by fire or theft

We will cover your vehicle for accidental loss of or damage caused by fire or theft that happens during the period of insurance, subject to the other terms of this section and the policy (including those relating to limits and excesses).

At our option (acting reasonably) we will:

- repair your vehicle; or
- pay you the reasonable cost of repairing your vehicle; or
- pay you the market value of your vehicle.

The maximum we will pay is \$5000 any one incident.

Further we will adjust your claims payment in accordance with the GST provision noted under GST notice.

## Other benefits we will pay

Unless we have stated differently under one of the other benefits listed below, the benefit will only apply where we have accepted your claim for accidental loss of or accidental damage to your vehicle (called a covered accident) under the policy and any payment we may make under this section will be paid in addition to any amount payable for the loss of or damage to your vehicle.

## Rental car after theft

If we accept a claim above for theft of your vehicle we will arrange for you to be provided with a rental car:

- until your vehicle is recovered undamaged and you have been told of its location; or
- until your vehicle is recovered damaged and the damage is repaired; or
- until we settle your claim by paying the agreed value or market value; or
- for a maximum of 30 days,

whichever happens first.

The maximum daily rental charge we will pay is \$100.

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

Additionally, as part of this Rental car after theft benefit, we will reimburse you up to \$2,000 in total for any excess or security bond you have to pay under your rental car agreement because there is accidental loss of or damage to the rental car or because it causes some loss or damage. We will arrange a rental car for you. If you arrange your own rental car without our consent, we are not obliged to pay for the rental car you arranged unless we agree otherwise.

We will not pay for:

- the cost of fuel / electricity used during the rental period; or
- any accidental loss or damage to the rental car.

If a rental or loan car is not available, we will pay you a daily travel allowance of \$50:

- until your vehicle is recovered undamaged and you have been told of its location; or
- until your vehicle is recovered damaged and the damage is repaired; or
- until we settle your claim by paying the agreed value or market value; or
- for a maximum of 30 days,

whichever happens first.

## Towing

Following fire or theft of your vehicle, we will pay the reasonable cost of protection, removal and towing of your vehicle to the nearest repairer, place of safety or any other place which we agree to.

# Making a claim

## Assisting us with your claim

You must assist us with your claim. This means give us all the information and assistance with your claim which we may reasonably require. If you do not we may not pay your claim or provide cover to the extent we are prejudiced by that failure.

If we have the right to recover any amount payable under this policy from any other person, you must take reasonable steps to co-operate with us in any action we may take.

## When you are at fault

You are at fault if you:

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

## What we pay for

If we agree to settle your claim, we will (acting reasonably):

- decide whether to repair your vehicle, pay the reasonable cost of repairing your vehicle or pay the agreed or the market value (as applicable);
- pay any other benefits that apply;
- pay for any optional covers you have chosen and paid for;
- deduct any amounts that apply to the policy such as excess or unpaid premium.

## The most we will pay

This will depend on what level of insurance cover you have chosen.

- if you have Comprehensive insurance we will pay either the agreed or market value (as applicable);
- if you have Third Party Fire & Theft insurance the most we will pay is the vehicles market value up to \$5000.
- if you have chosen either Third Party Property Damage or Third Party Fire & Theft insurance and claim under the uninsured motorist's extension, then the most we will pay is \$5000.

## How we will settle your claim

We may choose to settle your claim in any of these ways (acting reasonably).

### Repair your vehicle

We can arrange for one of our selected repairers to repair your vehicle or you can arrange for your own repairer. To see what happens when a decision is being made on a repairer see the section "Choosing a repairer".

### Pay you the reasonable cost of repairing your vehicle

Rather than repair your vehicle we can choose (acting reasonably) to pay you the reasonable cost of repairing it having regard to the quote from your nominated repairer and other repairers as well as reports from our trained assessors.

We may choose (acting reasonably) the approach of paying you the reasonable cost to us of repairing your vehicle where we are not satisfied with the repairer you choose.

### Pay your claim as a total loss

We may pay out your claim as a total loss when we consider your vehicle to be a total loss. If we pay out your claim as a total loss, your policy comes to an end and there is no refund of premium to you for any unexpired period of the policy.

For Comprehensive insurance we pay the market or agreed value (as applicable) less:

- the excess; and
- any unpaid premium including any unpaid instalments for the whole period of insurance.

We will keep the vehicle. At our discretion (and if safe to do so), you may reclaim the vehicle if you agree to pay the salvage price.

For Third party fire and theft insurance if the market value is less than \$5,000 we will pay you the market value less:

- the excess; and
- any unpaid premium.

If the market value is over \$5,000 we will pay you the market value less any salvage value up to \$5,000 less:

- the excess; and
- any unpaid premium.

You would then keep the vehicle.

If we have paid a claim following theft and the vehicle is then recovered after we have paid the claim, the recovered vehicle will become our property. At our discretion (and if safe to do so) you may reclaim the recovered vehicle if you agree to pay the salvage price.

For Third Party Fire and Theft insurance and Third Party Property Damage insurance, if we settle your claim under the “uninsured motorist extension” we will pay you the market value up to \$5000 less:

- our estimated salvage value; and
- any unpaid premium.

You would then keep the vehicle.

## Paying for other benefits

If we agree to pay you other benefits under the policy, we will pay the reasonable cost. We will repair, replace or pay the relevant loss or damage (as applicable) up to the maximum amount that applies under the benefit.

## What happens to your property

### Recovered vehicles

If we settle your claim under Comprehensive insurance and it is a total loss and the vehicle is later recovered we will usually keep the recovered vehicle. At our discretion (and if safe to do so), you may reclaim the recovered vehicle if you agree to pay the salvage price.

### Damaged property

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

## Credit provider’s rights

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

When you do this we note the credit provider on your policy schedule.

When there is a credit provider noted:

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

## Payments to the credit provider

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

- the agreed value or market value;
- the cost of repairing your vehicle; and
- the balance owing to the credit provider under the finance arrangement.

If the credit provider is entitled to the salvage of the vehicle, we will deduct the estimated salvage value of the vehicle from any amount we pay them.

However we will only pay the credit provider if they:

- are noted on your policy schedule; and
- give us any help we reasonably ask for.

If we make a payment to a credit provider, then that payment discharges our obligation to you under your policy for the amount paid.

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

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

## GST notice

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

## Sums insured

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



## Claim settlements – Where we agree to pay

When we calculate the amount we will pay you, we will consider the following:

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

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

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

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

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

## Disclosure – Input tax credit entitlement

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

## Business registered for GST

If you are a business registered for GST. Before we make any payment on your policy, we will deduct an amount equal to your input tax credit entitlement. This applies to any amount we pay, including where we state that an amount will include GST.

We will consider any payment we make to settle your claim to be made in full even if we have reduced the amount we pay as described above.

## Recovery against another party

We have the right to recover from any person, in your name, the amount of any claim paid under this policy and we have full discretion in the conduct, settlement or defence of any claim in your name. We will act reasonably having regard to your interests, and will keep you informed if you ask us to. If we recover more than the amount we have paid to you or on your behalf, we will pay you the balance.

The amount of any excess you have paid will only be refunded when your claim is recoverable.

## Repairing your vehicle

If we choose the option of repairing your vehicle, we will decide (acting reasonably) the best way of repairing any damage that exists.

In order to be sure that you are covered under this policy you should always contact us for approval before you start any repairs on your vehicle. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

## Choosing a repairer

TIO can assist you in selecting a suitable repairer to repair the damage to your vehicle. You also have the right to choose your own repairer. In both instances we will work closely with the repairer to strive to achieve the best repair outcome for you however we may require a second quotation from a repairer chosen by us. We will then choose (subject to any relevant policy limits and acting reasonably) to:

- authorise the repairs at your repairer of choice; or
- pay you the reasonable cost of repairing your vehicle; or
- move your vehicle to a repairer we both agree will repair your vehicle. In the instance that we both agree to move your vehicle we will provide you with a rental car for up to three days in addition to any other benefit provided under your policy. The maximum we will pay for the rental car is \$100 per day.

## Authorising repairs

Where you have comprehensive cover you may only authorise emergency repairs as detailed under the “Emergency repairs” benefit (refer page 17 for details). You should not authorise further repairs to your vehicle without our prior consent.

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

Where diagnosis (such as the stripping of engine) is required to determine if there has been accidental damage covered by this policy, if you or we incur costs for such diagnosis and reassembly and the claim is accepted as valid by us, we will bear these costs subject to the applicable sum insured/limits of liability.

## Parts used to repair your vehicle

If we are unable to repair the part, we use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker’s last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory.

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

## Guarantee on repairs

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

## Unrepaired damage

If your vehicle had any unrepaired damage before an incident, then you may need to contribute to the repair costs.

You need to do this when the damage caused by the incident results in us having to repair more areas of your vehicle than were affected by the unrepaired damage. Before we ask you to contribute we will explain why, tell you how much it will be and how to pay it prior to the authorisation of any repairs.

## Undamaged areas

We will not repair undamaged areas of your vehicle that have not been affected by damage caused by the incident to ensure a uniform appearance. We will make best efforts to use the nearest available equivalent to the original materials or item.

# Our excesses

There are different types of excess which may apply to you or the driver of your vehicle at the time of the claim.

The excess types are shown on the policy schedule under the heading "Excess applicable to claims".

You may have to pay more than one excess.

## Your Basic excess

Your Basic excess is the amount you must pay as a contribution to each claim. The amount of the Your Basic excess will be shown on the policy schedule, next to the heading "Your Basic excess". If we settle your claim by cash settlement we will deduct the excess from the amount we pay you. In other circumstances, you may need to pay the excess as a contribution to the repair or replacement.

The amount of Your Basic excess will comprise of a Basic excess and in some cases an Imposed excess we may apply to a policy to reflect our risk and underwriting criteria.

If an Imposed excess has been applied it will appear separately on your policy schedule.

You will have the choice of changing Your Basic excess within a range that we will determine, but you cannot vary or remove any Imposed excess.

## Age excess

If you make a claim for an incident that occurred when your vehicle was being driven by a driver under the age of 25, you will need to pay the Age excess shown in the policy schedule in addition to the Basic excess (and all other applicable excesses payable in the policy schedule).

If the Under 25 driver is not listed on your policy schedule, you will need to pay a higher Age excess than if the driver is listed:

The Age excesses are shown below:

	Under 25 Driver
Driver Listed on your policy schedule	\$600
Driver not listed on your policy schedule	\$1800

## Theft excess

Applicable only where specified on the policy schedule.

If you make a claim for loss or damage caused by or arising from theft or attempted theft of your vehicle, you must pay the theft excess shown in your policy schedule in addition to all other applicable excesses shown in your policy schedule.

## Driver excess

When your policy schedule shows there is a Driver excess on the policy, you must pay the Driver excess if you make a claim for an incident which occurred when the vehicle was being driven by the person listed.

This Driver excess is in addition to all other excesses applicable to your policy.

## Unnamed driver excess

When the policy schedule shows that the named driver option applies, we will apply an Unnamed driver excess (as shown on the policy schedule) if you make a claim for an incident that occurred when your vehicle was being driven by any driver that is not listed in the policy schedule as a named driver.

This Unnamed driver excess of \$2500, if payable, replaces all other excesses applicable to your policy.

## When you do not have to pay an excess

You will not have to pay any excess if:

- the claim relates to damage, that was the fault of a person other than the driver of your car, at the time of the incident; and
- you can provide us with the name and contact details of the other person or any other information that would reasonably allow us to identify the person so that we can exercise our rights of recovery; and
- the claimable loss is recoverable by us.

You will not have to pay any Age excess (Under 25 driver), Unnamed driver excess or Driver excess if you are claiming for any of the following:

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

You will not have to pay any Age excess (Under 25 Driver) or Unnamed driver excess if the driver:

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

## Other deductions

If we finalise your claim as a total loss there are other amounts we deduct before we pay out your claim:

- any unpaid premiums or monthly instalment payments that cover the rest of your period of insurance for the policy; and
- salvage value, if applicable. Normally we will keep the vehicle in the event of a total loss but if we agree to let you keep the wreck then we will deduct its estimated salvage value.

# When we will not pay your claim

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

## An unlicensed driver

Your vehicle being driven by or in charge of someone unlicensed, or not complying with the conditions of their licence. We will pay a claim for you but not the driver or person in charge of your vehicle if you can prove to us that:

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

## A declined driver

Your vehicle being driven by a person shown in the policy schedule as a declined driver.

## A driver under the influence

Your vehicle being driven by you, or any other person:

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

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

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

## Exceeding load or passenger limits

Your vehicle carrying more people or a larger load than it is designed for, or that the driver is permitted to carry by law.

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

## Unsafe vehicle

Your vehicle being used in an unsafe or unroadworthy condition. We will not refuse your claim if you can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of your vehicle.

## Carrying passengers for hire, fare or reward

Your vehicle being used to carry passengers for hire, fare or reward except where your vehicle:

- is noted as being used for ride share on the policy schedule; or
- is being used under a private pooling arrangement. (Where your full-time employer pays you a travelling allowance).

## Consequential loss

Any consequential financial or non-financial loss occurring after an event covered by your policy. This means we don't cover you for anything not expressly described in the cover sections. Some examples of what we won't pay for:

- loss of income;
- reduction in the working life of your vehicle;
- depreciation or lessening of your vehicle's value;
- legal, medical or other professional costs;
- loss of use of your vehicle.

## Motor sport

Your vehicle being used for:

- any motor sport or time trial or tested in preparation for any motor sport or time trial; or
- a driver education course which involves driving the vehicle insured at a speed greater than 100 km/h.



## Motor trade

Your vehicle being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.

## Deliberate, intentional, malicious or criminal acts

Your vehicle being subjected to a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

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

## War

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

## Radioactivity or nuclear materials

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

## Terrorism exclusion

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

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

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

## Absolute asbestos exclusion

The existence, at any time, of asbestos.

## Loss of use

Any loss of use of your vehicle.

## Tyres

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

## Lawful seizure

Any accidental loss or damage as a result of the lawful seizure of your vehicle.

## Safeguarding your vehicle

Any loss of or damage to your vehicle at any time, after an accident, theft or breakdown unless you have taken reasonable steps to safeguard it. See what your responsibilities are under this policy on page 9.

## Renting a vehicle

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

except for those circumstances detailed in:

- Rental car after theft;
- Transportation costs; or
- Rental car following an accident.

## We will also not pay for

We will also not pay for:

### Failure of computer or similar equipment

Loss or damage to any machinery, equipment, part, accessory or other property resulting in a breakdown or failure of your vehicle or vehicle parts which:

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

Accidental loss or damage caused in addition to or due to the breakdown or failure will be covered. For a definition of Accidental please see the section 'Words with special meanings'

### Waiting period for cyclone, flood and bush fires

Loss or damage caused by cyclone, flood or bush fires in the first 72 hours after the policy is first taken out.

### Economic Sanctions

Notwithstanding anything contained in this Policy to the contrary, we shall not be liable to provide any cover or benefit or pay any claim where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, United Kingdom, or New Zealand, or any other applicable national trade or economic sanctions, laws or regulations. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

# Changes to your policy

## What you must tell us

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

- the regular driver/s of your vehicle change;
- the place where your vehicle is regularly garaged/kept changes;
- your vehicle is modified in a manner that affects its value or performance in any way;
- the vehicle usage changes from private to business or rideshare or vice versa; or
- any finance on your vehicle changes;
- any matter listed on your policy schedule changes or is inaccurate.

When we receive this information, we may:

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

If you do not provide the information as soon as reasonably possible we may be entitled to reduce, or refuse to pay a claim under the policy to the extent we are prejudiced by the delay or failure to provide this information.

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

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

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

## Cancellation rights under your policy

You may cancel this policy at any time by telephoning us.

We have the right to cancel this policy in certain circumstances.

These include:

- if you failed to comply with your Duty to take reasonable care not to make a misrepresentation;
- where you have failed to comply with a provision of your policy, including a term relating to payment of premium;
- where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that the policy covers you; or
- where we are otherwise permitted to do so by law.

If we cancel the policy we may do so by giving you at least three business days' notice in writing of the date from which the policy will be cancelled. We will give you written notice via one of the following ways:

- give it to you or your agent in person;
- deliver it electronically where we are allowed by law; or
- post it to the address last notified to us.

If you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk, plus all or part of any government taxes, levies or duties.

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

## Complaints – Internal and external complaints procedure

If you are dissatisfied with our service in any way, please contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures.

To request a copy of our procedures, use our contact details on the back cover.

If You are not happy with our response, You can refer your complaint to the Australian Financial Complaints Authority (AFCA) subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

If We do not make a decision within the period that We tell You We will respond, You can also refer Your complaint to AFCA. We will tell You about this in writing and also the reasons for our delay.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Phone: 1800 931 678

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

Mail: GPO Box 3 Melbourne VIC 3001

## Privacy notice

At TIO, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

### How We Collect Your Personal Information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### Why We Collect Your Personal Information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; make offers of products and services provided by us, our related companies, brokers, intermediaries, business partners and others that we have an association with that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by contacting us on 131 846 ACST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.tiofi.com.au](http://www.tiofi.com.au).

If you do not provide your personal information we require, we may not be able to provide you with our services, including settlement of claims.

### Who We Disclose Your Personal Information To

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, industry databases or as required by law.

## Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## Access To Your Personal Information and Complaints

You may ask for access to the personal information we hold about you and seek correction by calling 131 846, EST 8am to 6pm Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.tiofi.com.au](http://www.tiofi.com.au).

## Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

## Your Consent

By providing us with personal information you and any other person you provide personal information for, consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this policy.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>



## Financial Claims Scheme

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

## Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by contacting us using our details on the back cover of the PDS).

Other documents may form part of the PDS and the policy, for example, schedules, Supplementary PDSs and/or endorsements. If they do, we will tell you before you enter into the policy and in the relevant document. We may also issue other documents forming part of the PDS and the policy where required or permitted by law.

## Phoning for assistance and confirmation of transactions

If You require further information about this insurance or wish to confirm a transaction, including a claim, please contact Us. Alternatively, if You wish to automatically receive the confirmation of the transaction after it occurs (eg. at the conclusion or settlement of the claim), please contact Us.

# Words with special meanings

In this policy, some words have special meanings wherever they are used in this PDS or in other documents making up the policy. These words and their meanings are outlined below:

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

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

**declined driver** means a driver, noted in the policy schedule as a declined driver who is not insured under your policy.

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

**family** means:

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

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

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

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

**injury** means a bodily injury caused solely by an accident while you are driving, riding in, getting into or out of or loading or unloading your vehicle or a substitute vehicle which occurs independently of any other cause or condition and where both the accident and the bodily injury occur during the period of insurance.

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

**period of insurance** means the period of time commencing on the effective date stated in the policy schedule and ending on the expiry date stated in the policy schedule unless ending earlier in accordance with the policy or law. Each renewal gives rise to a new contract and new period of insurance which is separate to any prior period of insurance.

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

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

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

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

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

(An excess may be required for any claimable event that is not recoverable by us, unless otherwise stated in your policy).

**substitute vehicle** means a vehicle similar to your vehicle which has been borrowed because your vehicle is being repaired, serviced or is not drivable because of a mechanical breakdown. This does not include any hire or rental vehicles.

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

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

- replacement cost – where a total loss gives you the right to a replacement vehicle under the policy; or
- agreed value – if your vehicle is insured for an agreed value; or
- market value – if your vehicle is insured for market value,

unless otherwise notified to you by us in writing.

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

- business which means any vehicle which is used for income earning purposes; or
- rideshare which means any vehicle used to offer a car service via an app or web based platform (such as Uber X or Lyft) for a fee; or
- private which means any type of use other than business use or rideshare.

**we, our or us** means Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 trading as Territory Insurance Office (TIO) of 24 Mitchell Street, Darwin NT 0800.

**you or your** means the person(s) named in the policy schedule as the insured.

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

- its standard tools, modifications and accessories as supplied by the manufacturer;
- its fitted or non-standard extras, modifications and accessories which are shown on your policy schedule; and
- wall charger and charging cables for EV's as owned by you.

# Additional information

## Conduct of Others

Where a claim is made for a loss that is excluded as the result of the act of any person who is insured under the policy, we may consider certain factors that may have triggered the exclusion and we may make a discretionary decision to assist you in a way which is fair and reasonable in the circumstances. If we do this we may make a payment to you or repair, reinstate or replace an item. This will apply even though we are not legally required to pay the claim. Factors we will consider include:

1. Mental illness;
2. An act of violence or intimidation; and/or
3. When cover has been varied or terminated with malicious intent.

This clause does not apply to the liability section of the policy or form part of the terms and conditions of the policy and does not confer any contractual or other right. Any payment we may make is at our sole discretion only.

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For enquiries  
call 131 846  
visit [tiofi.com.au](http://tiofi.com.au)

