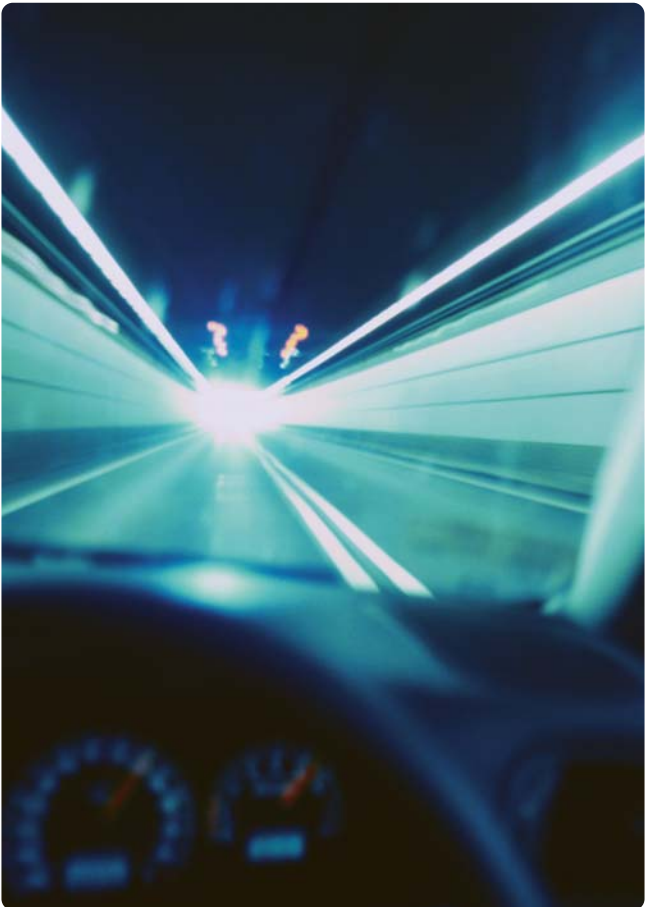




Steadfast Secure™ Motor Plus Insurance

Product Disclosure Statement and Policy Wording



Product Disclosure Statement

The purpose of this Product Disclosure Statement (PDS) is to help you understand the insurance policy and provide you with sufficient information to enable you to compare and make an informed decision about it.

You will still need to read the policy for a full description of the policy terms, conditions, limits and definitions.

Welcome to Vero

Vero can trace its origins back to 1833 in Australia. Since then we have successfully protected our customers' personal and business assets.

Vero aims to provide our customers with certainty and peace of mind, through innovative, specialised and expert insurance offerings.

Vero Consumer Products is a division of Vero. We offer a range of insurance products including home building, home contents, private motor and caravan insurance.

Who is the insurer?

Vero Insurance Limited ABN 48 005 297 807, AFS Licence No. 230859 is the insurer and issuer of the insurance policy and is the issuer of this PDS.

Who are Steadfast?

Steadfast is an unlisted public company comprising of over 260 shareholders. Each shareholder is an independent insurance brokerage. This policy is available exclusively to you through shareholders of Steadfast Group Limited. Steadfast Group Limited does not issue, guarantee or underwrite this policy.

Important information about Steadfast's advice

Any advice Steadfast gives about this policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Steadfast's advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this policy we recommend you should consider the PDS.

How you contact us

You may contact Vero by calling:

- ▼ the telephone number shown on your schedule;
- ▼ your insurance adviser; or
- ▼ 1300 794 133,

or alternatively by writing to us at:

Vero Insurance Limited
GPO Box 1619
Adelaide SA 5001

Significant benefits and features

This Motor Vehicle Insurance policy has two main types of cover. Third party property damage and bodily injury cover and Comprehensive cover.

If you purchase Comprehensive cover, you are automatically covered for Third party property damage and bodily injury cover.

Third party property damage and bodily injury cover

This cover protects you against legal liability for:

- ▼ loss or damage to other people's property, and
- ▼ death or bodily injury to other people which is not covered under a compulsory third party insurance policy, and
- ▼ legal costs and expenses,

up to \$20 million in total.

This section also provides up to \$5,000 for loss or damage to your vehicle where the other driver is at fault and not insured.

Optional cover for third party property damage and bodily injury cover

Where you choose cover for third party property damage and bodily injury, for an additional premium you can select cover up to the lesser of \$5,000 or the market value of the vehicle for loss or damage caused by:

- ▼ theft or attempted theft,
- ▼ fire, or
- ▼ lightning or explosion.

This optional cover also includes additional benefits that are set out on page 26 of the policy wording. For example, it includes automatic cover for accessories or optional extras unless shown on the schedule, up to 5% of the market value or \$2,000 whichever is less.

Where you have selected this optional cover, it will be shown on your schedule.

Comprehensive cover

This cover protects you for loss or damage to your vehicle if it is destroyed or damaged due to an accident, theft or any other event with a choice of agreed value or market value cover. Additional benefits in this section include:

- ▼ Hire of a vehicle following theft – up to \$150 a day, up to a maximum of \$2,000 in total.
- ▼ New vehicle replacement (with consent from you and any finance company) if a total loss occurs within 2 years from original registration date.
- ▼ Reasonable costs to collect or deliver your vehicle:
 - ▼ if the vehicle is stolen and recovered, or
 - ▼ the vehicle is repaired over 100 kms away from your home or place of work.
- ▼ Up to \$100 for a taxi fare to help “get you home” following an accident or loss under 100kms away from your home.
- ▼ Up to \$2,000 to replace vehicle keys and re-code the vehicle locks if the vehicle keys are stolen.
- ▼ Up to \$1,000 to help “get you home” or for emergency accommodation, following an accident over 100 kms away from your home, where the vehicle cannot be driven.
- ▼ Up to \$1,500 for loss or damage to a trailer which is attached to your vehicle at the time of the loss or damage.
- ▼ Lifetime protection for your maximum no claims bonus (NCB) of 65% or rating 1, if you qualify (see page 42 of the policy wording).
- ▼ Hire of a vehicle following a non-fault accident – up to \$100 a day, up to a maximum of \$1,500 in total.
- ▼ Protection for personal belongings in the vehicle up to \$750 with a maximum of \$500 for any one item – excluding cash and negotiable instruments.
- ▼ Reasonable costs for towing and storing your vehicle, if the vehicle cannot be driven following loss or damage.
- ▼ At the time of a total loss where the value of your vehicle is less than the finance owing on the vehicle, we will pay up to 50% of the difference.
- ▼ \$5,000 to your estate if you are 25 years of age or over at the time of accident and die as a result of an accident whilst driving your vehicle.

Accessories, optional extras and additional items

If you select comprehensive cover, the policy will automatically provide cover for accessories and optional extras up to 5% of the vehicle's market value or \$2,000, whichever is the lesser. If you require additional cover, you must specify your accessories or optional extras.

Additional cover for comprehensive cover

If you have chosen comprehensive cover and the following benefits are shown on your schedule, the additional cover provided is detailed below:

- ▼ **Windscreen excess waiver** – the basic excess is reduced to nil for the first windscreen or window glass replacement claim in any one period of insurance, and
- ▼ **Protected No Claims Bonus** – protects a maximum no claims bonus of 65% or rating 1, and
- ▼ **Restricted driver cover** – restricts the cover provided within the policy to drivers who are 30 years of age or over. If this option is selected, a discount to the premium will apply.

This summary of the benefits available under this policy is not exhaustive and limitations and conditions will apply. Please refer to the policy for further details of this insurance cover.

When and how benefits are provided

The benefits provided under the policy are payable:

- ▼ when an event occurs during the period of insurance causing you to suffer loss or damage or incur legal liability; and
- ▼ your claim is accepted by us.

After calculating the amount payable we will either:

- ▼ use it to pay for benefits covered under the policy, such as repair or replacement of your vehicle or towing costs;
- ▼ pay the person to whom you are legally liable; or
- ▼ pay you.

The amount you pay for this insurance

The amount we charge you for this insurance policy is the total amount of the premium that we calculate to cover the risk, plus GST and any relevant government charges (such as stamp duty). These amounts will be shown on the policy schedule.

If you change your policy you may be entitled to a partial refund of premium or be required to pay an additional amount.

How various factors affect your premium

The following table is a guide to which factors may impact your premium.

FACTOR	REDUCES PREMIUM	INCREASES PREMIUM
Comprehensive Sum insured	Lower value	Higher value
Market and Agreed value	Market value	Agreed value
Postcode where vehicle is parked overnight	Lower risk area	Higher risk area
Registered owner	Private individuals	Business
Type of use	Private	Business
Age of driver(s)	30-69 years	Below 30 and above 69 years
Whether vehicle is financed	No finance	Finance
No Claim Bonus	Higher	Lower
Basic excess amount	Higher	Lower
Windscreen Excess Waiver Option	Not selected	Selected
Protected No Claim Bonus	Not selected	Selected
Type of cover	Third party property damage	Comprehensive
Type of vehicle	Standard performance	High performance
Vehicle age	Newer vehicles	Older vehicles
Vehicle accessories and optional extras	None specified	Items specified
Restricted driver option	Selected	Not selected

The amount you pay towards a claim

An excess is an amount that you are required to pay in the event of a claim. A basic excess will apply to your policy unless we agree that you do not have to pay this amount.

You may also be eligible to increase or decrease the basic excess amount.

The following tables set out the different excesses that apply in different States and Territories of Australia.

	NSW	VIC	QLD	WA
Basic	\$500	\$450	\$350	\$300
Age* 16-20	\$700	\$700	\$500	\$500
Age* 21-24	\$500	\$500	\$300	\$300
Inexperienced**	\$400	\$400	\$400	\$400
Undisclosed***	\$1,500	\$1,500	\$1,500	\$1,500
Total excess	Add all applicable excess amounts together			

	SA	NT	TAS	ACT
Basic	\$300	\$300	\$250	\$450
Age* 16-20	\$500	\$500	\$500	\$700
Age* 21-24	\$300	\$300	\$300	\$500
Inexperienced**	\$400	\$400	\$400	\$400
Undisclosed***	\$1,500	\$1,500	\$1,500	\$1,500
Total excess	Add all applicable excess amounts together			

*Drivers under 25 years.

**Drivers 25 years and over, licensed less than 2 years.

***Drivers under 25 years and not shown on the schedule.

Underwriting excess – an additional excess may also be imposed, usually in the range of \$500 to \$2000 because a driver has a poor driving history and/or overall claims history, in the last 5 years. If this excess applies it will be shown on your schedule.

Learner drivers – the age excess will not apply to a learner driver under 25 years of age if the accompanying driver is fully licensed and 30 years of age or over.

Important Note: It is important that all known drivers are disclosed to us. We may refuse a claim and/or

cancel this policy if you do not advise us straight away of any additional drivers.

This is only a summary of how excesses will be applied. For full details please refer to the policy wording and your schedule.

How to make a claim

As soon as possible after an accident or event that causes the loss or damage, you must follow the process on pages 7 and 8 of the policy wording.

How we deal with repairers

If your vehicle is damaged and repairable, and we agree to pay for partial loss, we will require you to obtain one quote (unless we advise otherwise), from a repairer of your choice. Contact us if you require assistance with locating repairers in your area.

Once our assessor has reviewed the quote(s), we will then authorise any repairs that are reasonably and necessarily required to repair your vehicle. Any repairer we authorise to repair your vehicle may sub contract some of the repairs to a person of their choice. This will usually occur when the repairer is unable to perform the repairs itself. You must not authorise the repair of your vehicle without our prior agreement.

Any parts used in the repair of your vehicle will be new or consistent with the age and condition of your vehicle.

When we approve repairs, we will provide you with a lifetime guarantee on repairs against any defect due to workmanship or faulty materials following a claim, while you own the vehicle.

How a claim payment is calculated

When we pay a claim we consider a number of aspects in calculating the amount payable.

These can include:

- ▼ amount of loss or damage or liability;
- ▼ excess;
- ▼ sum insured;
- ▼ policy limit; and
- ▼ terms and conditions of the policy.

The following example illustrates how we will calculate the amount payable for a claim.

Comprehensive cover is taken out for a vehicle with an agreed value of \$24,000.

The value of a jacket left in the vehicle is \$600. The vehicle is stolen and not recovered. Based on where the driver resides (WA), their age (33 years) and experience (licenced for 10 years), only a basic excess of \$300 applies to the claim.

The amount payable following the claim would be:

\$24,000 – agreed value of the vehicle, plus

\$500 – maximum limit payable for personal belongings in the vehicle, less

The excess of \$300.

Which results in a final calculation of \$24,200.

Important information

It is important that you:

- ▼ read all of the policy before you buy it to make sure that it gives you the protection you need, and
- ▼ are aware of the limits on the cover provided and the amounts we will pay you, (including the total excess that applies).

Duty of Disclosure

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance policy.

What you must tell us

You have a general duty to disclose to us everything that you know, or could reasonably be expected to know, is relevant to our decision whether to insure you, and, if we do, on what terms.

However, your duty does not require you to disclose anything:

- ▼ that reduces the risk to be undertaken by us,
- ▼ that is generally well known,
- ▼ that we know or, in the ordinary course of our business, ought to know, or
- ▼ in respect of which we have waived your duty.

Your general duty applies to renewals and changes

Your general duty applies in full when you renew an insurance policy or change an existing policy including when you extend or reinstate it.

Your general duty is limited for new policies

When you apply for a new policy your duty of disclosure applies, but you do not need to disclose something to us unless we specifically ask you about it. However, you must be honest in answering any questions we ask you. You have a legal duty to tell us anything you know, and which a reasonable person in your circumstances would include in answering the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are disclosing to us and answering our questions for yourself and anyone else you want to be covered by the policy.

If you do not tell us

If you do not answer our questions honestly or do not properly disclose to us, we may reduce or refuse to pay a claim or may cancel the policy. If you act fraudulently in answering our questions or not disclosing to us, we may refuse to pay a claim or treat the policy as never having existed.

How we resolve your complaints

Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help.

You can tell us by phone, in writing or in person. If you tell us in writing it will help if you send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

What we will do to resolve your complaint

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you

to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days. If you are not satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However, if you are not satisfied with our final decision you can take your complaint to the Insurance Ombudsman Service Limited (IOS). This is an independent body and its services are free to you. We agree to accept the IOS's decision. You can still take legal action if you disagree with the IOS's decision.

You must contact the IOS within 3 months of receiving our final decision.

You can phone the IOS from anywhere in Australia on 1300 780 808 or write to them at:

Insurance Ombudsman Service Limited
PO Box 561
Collins Street West
Melbourne VIC 8007
ios@insuranceombudsman.com.au

Cooling off

You have the right to cancel and return the insurance policy within 30 days of the date it was issued to you ("cooling off period"), unless you make a claim under the policy within the cooling off period. If you cancel it in this time, we will return the amount you have paid.

To cancel at other times, please see "Cancelling your Policy" on page 5 in your policy.

We respect your privacy

Privacy Statement

The Privacy Act 1988 (Cth) (as amended) requires us to inform you that:

Purpose of collection

We collect personal information (this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person) from or about you, for the purpose of:

- ▼ providing insurance services to you,
- ▼ evaluating your application for insurance,
- ▼ evaluating any request for amendment to any insurance provided,
- ▼ issuing, administering, and managing the insurance provided following acceptance of an application, and
- ▼ investigating and, if covered, managing claims made in relation to any insurance you have with us or other companies within the group.

The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose.

However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

Disclosure

When necessary and in connection with the purposes listed above, we may disclose your personal information to, and/or receive some personal information from:

- ▼ other companies within the group,
- ▼ your insurance intermediary or our agent,
- ▼ Government bodies, loss assessors, claim investigators, reinsurers,
- ▼ other insurance companies, mailing houses, claims reference providers, legal and other professional advisers, and
- ▼ other service providers, hospitals, medical and health professionals.

Consequences if information is not provided

If you do not provide us with the information we need, we will be unable to consider your application for insurance cover, administer your policy or manage any claim made under your policy.

Access

You can request access to the personal information we hold about you by contacting us at:

Vero, GPO Box 1619, Adelaide SA 5001.

In some circumstances we may not agree to allow you access to some or all of the personal information we hold such as when it is unlawful to give it to you. In such cases we will give you reasons for our decision.

Code of Practice

We have adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers and consumers.

The Code sets out what we must do when dealing with you. Please phone us if you want more information about the Code.

Your Motor Vehicle Insurance

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General Terms and Conditions

This policy has headings, which are not part of the policy itself. Their only purpose is to give the reader a general guide about the content of the text.

Words with special meanings

In your policy:

“you” or “your” means the people, company or business named as the insured on your **schedule**.

We will treat a statement or claim, or an act or omission, by *any one* of those persons as a statement or claim, or an act or omission, by *all* those persons.

Where we talk about paying you, “you” includes any person we pay to fix the loss or damage (for example, a car repairer).

“we” or “our” or “us” means Vero Insurance Limited ABN 48 005 297 807.

Some words used in the policy have special defined meanings, these words are in **bold** each time they are used. The definitions of these words can be found in the Definitions section on pages 56 to 58. We also explain the meaning of some words in the policy itself.

Our contract with you

The contract

In the contract between you and us:

- ▼ we will agree to provide you with the insurance you select and which is shown on your **schedule**, and
- ▼ in return, you agree to pay us:
 - ▼ your **premium**,
 - ▼ **GST**, and
 - ▼ *any other* relevant government charges.

These amounts add up to the amount payable, which is shown on your **schedule**.

You must pay this total amount:

- ▼ when you first take out your policy, and
- ▼ *each* year when you accept *any* offer we may make to renew your policy with us. This is because a renewal is a new contract with us.

Your insurance only starts when you pay this total amount, unless we agree you can pay by instalments. If you have not paid, you are not insured.

Terms and conditions of the contract

All the terms and conditions of the insurance contract are set out in:

- ▼ this policy, including *any* section you select from it, and
- ▼ the **schedule**.

These terms and conditions apply if you have to make a claim – so it is important that you:

- ▼ read this policy and your **schedule** carefully, and
- ▼ check that your details on your **schedule** are correct and up to date, and
- ▼ keep the policy and **schedule** together in a safe place.

Change of terms and conditions

In some circumstances the terms and conditions of this policy may be amended by endorsement. If your policy is endorsed you will receive notification of the endorsement.

Paying by instalments

If we agree that you can pay us the total amount in a number of payments instead of all at once, this is called paying by instalments.

If you are a month (or more) late in paying an instalment, we may cancel your policy (see page 5).

We will not pay a claim if at the date of the event you are claiming for, you are a month (or more) late in paying an instalment.

Your choice

You may take out this type of insurance with any insurer of your choice.

Information you need to tell us

We will not cover a change in the risk unless you inform us of it and we have agreed to cover it under the policy.

You must tell us as soon as possible:

- ▼ details of any conversion or modification to **your vehicle** made by someone other than the manufacturer,
- ▼ if there is any change to the list of people who are likely to drive **your vehicle**, and
- ▼ if there is any change in the use of **your vehicle**.

We may refuse a claim and/or cancel this policy if you do not advise us of the above information as soon as possible. In some circumstances, we may also refuse cover, adjust your premium or cancel your policy when you provide us with this information.

You must tell us no later than at renewal:

- ▼ if you or any person who is likely to drive **your vehicle** has been charged with or convicted of any motor offence or motor infringement (but not parking fines), or had their licence suspended, cancelled or reduced to a lesser grade,
- ▼ details of any motor accidents that you or any person likely to drive **your vehicle** has had whether or not involving **your vehicle**, and
- ▼ if you or any person who is likely to drive **your vehicle** has been charged with, convicted or has any charge pending for a criminal offence.

We may refuse a claim and/or cancel the renewed policy if we are not advised of the above information by the renewal date. We may also refuse to offer renewal when you provide this information.

Cancelling your policy

How you may cancel

You may cancel a policy at any time by telling us that you want to cancel it.

We subtract from any **premium** you have paid us, an amount to cover the period that we have already insured you for. We then return the rest of the **premium**, along with **GST** and any relevant government charges where this is allowed.

How we may cancel

We may only cancel a policy when the law says we can.

When we cancel your policy we will tell you so in writing. This notice of cancellation will be given to you in person or sent to your last known address.

We will subtract from any **premium** you have paid us, an amount to cover the period that we have already insured you for. We then return the rest of the **premium**, along with **GST** and any relevant government charges where this is allowed.

If you pay by instalments

We may cancel your policy, by telling you in writing:

- ▼ after 3 business days, if you do not pay an instalment on the agreed date, or

- ▼ straight away, if you are a month (or more) late in paying an instalment.

If we cancel your policy, we will require you to pay us the amount owing up to the date of cancellation. You do not have to pay us any further instalment due after the date of cancellation.

Goods and Services Tax (GST)

This section of the policy deals with:

- ▼ *how **GST** is part of what you have to pay us for the policy,*
- ▼ *your obligation to tell us about any **input tax credit** entitlement you may have for that **GST**, and*
- ▼ *how **GST** affects what we pay you for any claims you make and any limits on what we pay.*

As part of the total amount payable for this insurance policy, we will include an amount on account of **GST**.

Each time you make a claim under this policy, you must tell us if you are entitled to claim an **input tax credit** for the **GST** amount charged on your policy and, if you are, the proportion of the **GST** that you can claim as an **input tax credit**.

If you are entitled to claim an input tax credit for the GST included in the amount payable:

If you do not tell us that you are entitled to an **input tax credit**, or you give us incorrect information about the proportion of the **GST** you claim as an **input tax credit**, then you may have a **GST** liability for claim payments we make. Any such **GST** liability you have remaining when we make a cash settlement (whether it is made to you or to a third party to whom you are liable) will be your responsibility, even if you tell us your correct **input tax credit** entitlement after the payment has been made.

If you use **your vehicle** for **business use** and we settle your claim by making a cash payment to you, then we will reduce the amount we pay you by the amount of any **input tax credit** to which you would be entitled if you were to purchase replacement goods or services.

If the sum insured or the policy limit is not sufficient to cover your loss, we will pay the **GST** (less any relevant input credit tax) that relates to our proportion of your loss, less any **excess**. We will pay that **GST** in addition to your sum insured or policy limit.

If **your vehicle** is a **total loss** and you have chosen the **agreed value** option, we will not deduct any **input tax credit** entitlement from the amount of the **agreed value** shown on the **schedule**.

If you are NOT entitled to claim an input tax credit for the GST included in the amount payable:

If the sum insured or the policy limit is not sufficient to cover your loss, we will pay the **GST** that relates to our proportion of your loss, less any **excess**. We will pay that **GST** in addition to your sum insured or policy limit. Please remember, we will apply these terms and conditions in addition to any other terms and conditions in the policy.

Making a claim

Action to take in the event of loss or damage

We do understand that it can be a traumatic experience if you are involved in an accident or if **your vehicle** is damaged or stolen. To assist with practical help and to allow us to settle your claim quickly and fairly, please take the following steps:

1. Avoid discussing responsibility for the accident

In the event of a traffic accident, avoid any discussions with witnesses or any other party involved in the accident about who was responsible.

2. Obtain details of all drivers involved

Where another vehicle is involved, we will require the following details:

- ▼ name, current address and driving licence number of the other driver(s),
- ▼ the registration number of the other vehicle, a general description of it along with a description of the damage to their vehicle,
- ▼ details of any injuries, and
- ▼ the name(s) and address(s) of any witness(s).

Where other property is damaged, we will need you to supply the following details:

- ▼ name and postal address of the owner of the damaged property,
- ▼ the address of the damaged property, along with a description of the damage to their property, and
- ▼ the name(s), and address(s) of any witness(s).

3. Contact the police

The police will need to be contacted immediately and may attend the scene of an accident if:

- ▼ there are injuries as a result of the accident, or
- ▼ any driver involved is under the influence of alcohol or any drugs.

In any event, the police must be contacted for all losses including malicious damage, theft or attempted theft of **your vehicle**, within 24 hours of the incident. If in doubt, call the police. We may require a written statement from the police confirming that the event was reported to them.

4. Contact us

Contact us as soon as possible after the accident or loss (refer to your **schedule** for the phone number). We will help and advise you, along with explaining the next steps you should take. We can also arrange to start the process immediately by arranging to have **your vehicle** towed to the nearest repairer of your choice.

Settling or defending your claim

If we agree you have a claim, only we have the right to:

- ▼ make or accept any offer or payment, or in any other way admit you are liable,
- ▼ settle, or attempt to settle any claim, or
- ▼ defend any claim.

You must co-operate with us in defending or settling your claim. You must tell us about *and* send us a copy of any notice, letter, claim, writ or summons as soon as possible after you receive it.

Damaged or stolen property

You must keep any:

- ▼ damaged property, or
- ▼ stolen property that you recover, and

let us inspect it if we need to.

Please remember that we take over your legal right to recover the insured property.

If you prevent our right to recover from someone else

If you have agreed not to seek compensation from a person who is liable to compensate you for any loss, damage or liability (which is covered by this policy),

we will not provide you with cover under this policy for that loss, damage or liability.

When we may refuse a claim

We may refuse a claim for any of the following reasons. We have divided these reasons into separate parts.

The parts below show those exclusions that relate to:

- ▼ **Part 1** – your actions or your failure to act.
- ▼ **Part 2** – the actions of the driver or person using or in charge of the vehicle.
- ▼ **Part 3** – the vehicle at the time of the loss or damage.
- ▼ **Part 4** – the loss or damage.
- ▼ **Part 5** – legal liability only.

Part 1 – Your actions or your failure to act

We may refuse to pay a claim or limit the amount payable under this policy if:

- ▼ there has been a change in the risk, unless you inform us of it and we have agreed to cover it under this policy.
- ▼ you do not comply with your duty of disclosure – (refer to the Product Disclosure Statement on page x).
- ▼ when applying for this insurance or when making a claim you:
 - ▼ are not truthful,
 - ▼ have not given us full and complete details, or
 - ▼ have not told us something when you should have.
- ▼ you do not at all times:
 - ▼ protect **your vehicle** against any initial or further loss or damage,
 - ▼ keep **your vehicle** in good condition, and
 - ▼ obey any laws or regulations that safeguard people or their property.
- ▼ you do not give us the documents and information we may need to assist with our decision in relation to a claim.
- ▼ you do any of the following without us agreeing to it first:

- ▼ make or accept any offer or payment, or in any other way admit you are liable,
- ▼ settle, or attempt to settle any claim, or
- ▼ defend any claim.
- ▼ you do not as soon as possible make a report to the police about:
 - ▼ any accident involving **your vehicle** (if the law requires you to report the accident),
 - ▼ any malicious damage to **your vehicle**, or
 - ▼ any theft or attempted theft of **your vehicle**.

Part 2 – The actions of the driver or person using or in charge of the vehicle

We may refuse to pay a claim under this policy if:

- ▼ **your vehicle** is being driven or used by any person who:
 - ▼ is under the influence of alcohol or of any drug, or
 - ▼ has a blood alcohol level in excess of the legal limit prescribed by the law applying in the State or Territory where the accident or event occurs, or
 - ▼ refuses to allow police to conduct a breath or blood test for the purpose of determining the blood alcohol content, or
 - ▼ refuses to allow police to conduct a random drug test, or
 - ▼ refuses to accompany police and undergo a drug test, to determine whether a driver has recently consumed illicit drugs.

This exclusion will not apply:

- ▼ to the extent that there are any relevant laws which make it unenforceable,
- ▼ if you prove that you did not consent to **your vehicle** being driven or used by the person, or
- ▼ if you prove that you had no reason to suspect that the person driving or using **your vehicle** with your consent was affected by alcohol or drugs.
- ▼ **your vehicle** is being driven or used by any person:
 - ▼ who is not the holder of a current driver's licence that allows the person to drive a vehicle for the purpose for which it is being used, or
 - ▼ who does not comply with all conditions imposed on their licence.

This exclusion will not apply if you prove that:

- ▼ you did not consent to **your vehicle** being driven or used by the person, or
- ▼ you had no reason to suspect that the person driving or using **your vehicle** with your consent was unlicensed or was not complying with any conditions imposed on their licence.
- ▼ the restricted driver option is shown on your **schedule** and **your vehicle** is being driven or used by any person under 30 years of age other than when **your vehicle** is being:
 - ▼ repaired, serviced, tested or parked by a parking attendant, or
 - ▼ used to transport a person in the event of a medical emergency. A medical emergency is a physical injury or condition, or an illness, that places a person's life at risk.

This exclusion will not apply if you prove that:

- ▼ you did not consent to **your vehicle** being driven by a person aged under 30 years old.
- ▼ **your vehicle** is being driven by a driver under the age of 25 at the time of the loss or damage, and **your vehicle** is:
 - ▼ turbo charged, excluding diesel,
 - ▼ over 6 cylinders, or
 - ▼ supercharged,
 other than when **your vehicle** is being:
 - ▼ repaired, serviced, tested or parked by a parking attendant, or
 - ▼ used to transport a person in the event of a medical emergency. A medical emergency is a physical injury or condition, or an illness, that places a person's life at risk.

This exclusion will not apply if you prove that:

- ▼ you did not consent to **your vehicle** being driven by a person aged under 25 years old.
- ▼ **your vehicle** is being driven or used in connection with a business or occupation and the use shown on the **schedule** (either **private use** or **business use**), does not allow **your vehicle** to be driven or used in that manner.
- ▼ **your vehicle** is being driven or used in racing, pacemaking, a reliability trial, a speed or hill-climbing test or while being tested in preparation for any of these.

- ▼ **your vehicle** is being used for an unlawful purpose by you or by someone with your permission.
- ▼ **your vehicle** is being used to carry flammable substances, chemicals (other than for normal domestic purposes) or explosives.
- ▼ **your vehicle** is being used for the carrying of passengers for hire, fare or reward.
- ▼ **your vehicle** is being used to conduct an illegal activity such as, but not limited to, a ram raid or carrying drugs or stolen goods.
This exclusion will not apply if you prove that:
 - ▼ you did not consent to **your vehicle** being driven or used by the person.

Part 3 – The vehicle at the time of the loss or damage

We may refuse to pay a claim under this policy if:

- ▼ **your vehicle** is carrying or towing a load which is heavier than the law allows or the manufacturer specifies.
- ▼ **your vehicle** is being driven or used while in an unroadworthy or unsafe condition.
This exclusion will not apply if you prove that:
 - ▼ you could not reasonably have detected the unsafe or unroadworthy condition, or
 - ▼ the loss, damage or **legal liability** was not caused or contributed to by the unsafe or unroadworthy condition.
- ▼ **your vehicle** has been converted or modified by someone other than the manufacturer and these conversion or modification details are not shown on your **schedule**.
- ▼ at the time of the accident or event which results in a claim **your vehicle** is unregistered.

Part 4 – Loss or damage

We do not insure you for:

- ▼ any loss, damage or **legal liability** incurred outside Australia,
- ▼ any loss, damage or **legal liability** intentionally caused by you or a person acting with your consent,
- ▼ any loss, damage, **legal liability**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act**

of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the **legal liability**, loss, damage, cost or expense, or

- ▼ any **legal liability**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

We also do not insure you under this policy for loss or damage caused by, or **legal liability** arising from:

- ▼ any person or organisation who lawfully destroys or takes possession of **your vehicle**.
- ▼ any war, whether it has been formally declared or not, any hostilities, rebellion or revolution.
- ▼ radio-activity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

Part 5 – Legal liability only

We may refuse to pay a claim under this policy for **legal liability** that arises because you:

- ▼ are only liable under a contract you have entered into, or
- ▼ have accepted liability without us agreeing to it first.

Total Excess payable in the event of a claim

An **excess** is an amount that is payable by you when you make a claim under your insurance policy. Your policy **schedule** will show you the actual amount(s) that apply to your policy for all drivers.

There are 5 types of **excess** that may apply to your claim:

1. Basic excess

We apply a basic **excess** to every claim unless:

- ▼ your **schedule** shows your basic **excess** as nil, or
- ▼ we agree you do not have to pay this **excess**.

Claims where only a basic excess applies

No age **excess**, undisclosed driver **excess** or inexperienced driver **excess** will apply if the claim is for:

- ▼ a broken windscreen or vehicle window (the basic excess will not apply if the windscreen or glass

can be economically repaired instead of being replaced), or

- ▼ loss or damage caused by theft, attempted theft, malicious damage, damaged whilst parked, or
- ▼ damage caused by hail, flood, storm, and other natural disasters.

2. Inexperienced driver excess (drivers over 25 years only)

In addition to the basic **excess**, an inexperienced driver **excess** may also apply. We apply this **excess** if the person driving the vehicle at the time of the loss or damage is 25 years of age or over and has been licensed to drive for less than 2 years.

3. Age excess (drivers under 25 years only)

Where the person driving at the time of the loss or damage is under the age of 25 years of age, an age **excess** will apply in addition to the basic **excess**. However, the age **excess** will not apply where the driver is under 25 years of age and holds a learners permit, and the accompanying driver is fully licensed and 30 years of age or over.

4. Undisclosed driver excess (drivers under 25 years only)

An undisclosed driver **excess** applies if the driver at the time of the event giving rise to the claim is under 25 and details of the driver are not shown on the **schedule**. The undisclosed driver **excess** will apply in addition to the age **excess** and basic **excess**.

Important Note: It is important that all known drivers are disclosed to us. We may refuse a claim and/or cancel this policy if you do not advise us straight away of any additional drivers.

5. Underwriting excess

An additional **excess** may be imposed based on a driver's history or the overall claims experience – this will be shown on the **schedule** and payable in addition to all other applicable excesses.

If an accident is not your fault

If we consider that an accident you are claiming for is not your fault, you will not have to pay any **excess** at all on your claim.

For more information, please read "If an accident is not your fault" on page 40.

Section 1 – Your Third Party Property Damage and bodily injury cover

This part of the policy is designed to help protect you against **legal liability** for:

- ▼ loss or damage to other people's property, and
- ▼ the death of or bodily injury to other people. (This applies only where the **legal liability** is not covered by the statutory compulsory insurance or motor vehicle accident compensation scheme in your State or Territory. This is often referred to as "gap cover".)

Definition of your vehicle in this section

What is your vehicle?

Your vehicle means a motor vehicle which:

- ▼ is in a roadworthy condition,
- ▼ is registered as a motor vehicle, and
- ▼ is shown on your **schedule**.

For **legal liability** cover **your vehicle** also means:

- ▼ a **trailer**, or
- ▼ a caravan, or
- ▼ another vehicle which has broken down

that is being towed by **your vehicle** or a **substitute vehicle**:

- ▼ legally, and
- ▼ not for reward, and
- ▼ only one is being towed at one time.

What is legal liability?

Legal liability means that an Australian court or other judicial body finds, or we accept that, as a result of an accident, a person is legally responsible to pay compensation for:

- ▼ loss or damage to property owned or controlled by someone else, or
- ▼ the death of or bodily injury to another person, *and* the person responsible is:

- ▼ you, or
- ▼ a person driving **your vehicle** with your permission, or
- ▼ a passenger in **your vehicle**, or
- ▼ your employer, principal or partner.

Types of legal liability you can claim for

✓ When we pay

We will only pay a claim for **legal liability** if the accident that gives rise to **legal liability** is one that:

- ✓ occurs during the **period of insurance**,
- ✓ occurs in Australia, and
- ✓ was not expected or intended to give rise to **legal liability**.

If you are legally liable

✓ When we pay

We will pay a claim for your **legal liability** if the accident that gives rise to the liability is one that is caused by:

- ✓ you driving, using or being in charge of **your vehicle**, or
- ✓ you driving, using or being in charge of any other vehicle being used as a **substitute vehicle**, or
- ✓ goods being carried by or falling from **your vehicle** or a **substitute vehicle**, or
- ✓ loading or unloading **your vehicle** or a **substitute vehicle** in a street or thoroughfare.

✗ When we will not pay

We will not pay a claim for **legal liability** if the accident that gives rise to **legal liability** is one that is excluded by:

- ✗ the “when we will not pay” section in these tables, or
- ✗ the “when we may refuse a claim” section (see pages 9 to 13).

✗ When we will not pay

We will not pay:

- ✗ for loss or damage to property which is owned or controlled by you, or
- ✗ under Section 1, for loss or damage to **your vehicle** or to a **substitute vehicle**.

We will also not pay for your **legal liability**:

- ✗ for the death of or bodily injury to:
 - ▼ you, or
 - ▼ any person related to you, or
 - ▼ any person who usually lives with you, or
 - ▼ your employees if the accident that gives rise to the liability arises out of or in the course of their employment.
- ✗ if you are entitled to be compensated by any statutory compulsory insurance, or motor vehicle accident compensation scheme, or
- ✗ for any claim that you would have been compensated for if you had insured or registered **your vehicle** or lodged a claim as required by any statutory compulsory insurance or motor vehicle accident compensation scheme.

We will also not provide cover for:

- ✗ any penalties, fines or punitive, exemplary, multiple or aggravated damages, or
- ✗ actions brought in a court or other judicial body outside Australia or in a court or other judicial body that applies other than Australian law.

If someone else is legally liable

✓ When we pay

We will pay a claim for the **legal liability** of other people if the accident that gives rise to the liability is one that is caused by:

- ✓ another licensed person driving, using or being in charge of **your vehicle**, with your permission, or
- ✓ a passenger travelling in, getting in or getting out of **your vehicle**, with your permission, or
- ✓ you or any other licensed person using **your vehicle** on behalf of your employer, principal or partner, with your permission.

When another person makes a claim for **legal liability** that other person has the same obligation to observe the terms and conditions of this policy as you do.

✗ When we will not pay

We will not pay for the **legal liability** of any other person:

- ✗ if the other person has been refused motor insurance or has had renewal of motor insurance not offered because of their driving, claims or criminal record, or
- ✗ for damage to property that is owned or controlled by the person who is legally liable, or
- ✗ for the death of or bodily injury:
 - ▼ to the person who is legally liable, or
 - ▼ to a person who is related to the person who is legally liable, or
 - ▼ to any person who usually lives with the person who is legally liable, or
 - ▼ to the employees of the person who is legally liable if the accident that gives rise to the liability arises out of or in the course of their employment.
- ✗ for damage caused by the other person to **your vehicle** or to property owned by you,
- ✗ if that person is entitled to be compensated by any statutory compulsory insurance or motor vehicle accident compensation scheme,
- ✗ for any claim that the other person would have been compensated for if you had insured or registered **your vehicle** or lodged a claim as required by any statutory compulsory insurance or motor vehicle accident compensation scheme.

We will also not provide cover for:

- ✗ any penalties, fines or punitive, exemplary, multiple or aggravated damages, or
- ✗ actions brought in a court or other judicial body outside Australia or in a court or other judicial body that applies other than Australian law.

What we will pay

If we agree to pay a claim for **legal liability** the payment will include:

- ▼ compensation,
- ▼ legal fees and expenses if we agree to them in writing before they are incurred,
- ▼ **\$20 million** in total for all claims arising directly or indirectly from one cause.

The **\$20 million** includes all legal costs and expenses:

- ▼ that we agree to in writing before they are incurred, or
- ▼ for which you or another person covered under this part have a **legal liability** to someone else.

Note – We will subtract any **excess** that may apply.

Accident caused by an uninsured driver

We will also pay for loss or damage caused to **your vehicle** resulting from an accident where the other driver is not insured or their insurance company has refused to pay.

Types of loss or damage you can claim for:

You can only claim for loss or damage to **your vehicle** if:

- ▼ that loss or damage is covered in the table on page 22 under “what we cover”, *and*
- ▼ that loss or damage is not excluded by:
 - ▼ the “what we do not cover” in the table on page 23, or
 - ▼ the “when we may refuse a claim” section (see pages 9 to 13), and
- ▼ the accident occurs during the **period of insurance**.

Please check carefully that your claim satisfies all of these requirements.

Accident caused by an uninsured driver

✓ What we cover

We will cover:

- ✓ loss or damage to **your vehicle**, and
- ✓ the reasonable costs of towing and storage where **your vehicle** cannot be driven.

We will pay if:

- ✓ we agree that the accident was not your fault,
- ✓ you can prove that the other driver was completely responsible,
- ✓ you tell us the other driver's or owner's name, current address and the registration number of their vehicle,
- ✓ you provide a written statement from the owner of the other vehicle confirming that the vehicle was not insured, or written evidence that their insurance company has refused to pay their claim, and
- ✓ you have reported the accident to the police.

✓ What we will pay

We will pay for:

- ✓ towing and storage of the vehicle following loss or damage where the vehicle cannot be driven.

We will pay up to:

- ✓ **\$5,000** in total for the loss or damage to **your vehicle** including towing and storage costs.

✗ What we do not cover

We will not pay:

- ✗ for loss or damage to **your vehicle** if:
 - ▼ the driver or owner of the other vehicle was:
 - you, or
 - your spouse or defacto partner, or
 - any member of your immediate family, or
 - any person who usually lives with you, or
- ✗ the accident was your fault.

✗ What we will not pay

We will not pay for:

- ✗ more than the reasonable costs to:
 - ▼ tow **your vehicle** to the nearest repairer of your choice, or
 - ▼ store **your vehicle** at the repairers premises.

Optional: fire and theft cover

This option is available if you have selected Third Party Property damage cover. If you have selected to have the additional cover for Fire and Theft, an additional **premium** will apply and the cover will be shown on your **schedule**.

Types of loss or damage you can claim for:

You can only claim for loss or damage to **your vehicle** if:

- ▼ that loss or damage is caused by one or more of the events shown in the following table under “what we cover”, *and*
- ▼ that loss or damage is not excluded by:
 - ▼ the “what we do not cover” in the following table, or
 - ▼ the “when we may refuse a claim” section (see pages 9 to 13), and
- ▼ the accident occurs during the **period of insurance**, *and*
- ▼ we show on your **schedule** that this cover applies.

Please check carefully that your claim satisfies all of these requirements.

✓ What we cover

We will pay for loss damage caused by:

- ✓ attempted theft,
- ✓ theft,
- ✓ fire,
- ✓ lightning,
- ✓ explosion.

✗ What we do not cover

We will not pay for:

- ✗ loss or damage caused to **your vehicle** by an accident, storm (excluding **loss or damage** caused by lightning), hail, malicious damage or any other event not listed under ‘what we cover’.

✓ What we will pay

We will pay up to:

- ✓ the **market value** of **your vehicle**, or
- ✓ **\$5,000**

whichever is less.

We will also pay for:

- ✓ towing and storage of the vehicle following loss or damage where the vehicle cannot be driven.
- ✓ tools and spare parts for **your vehicle** that are stolen or damaged.
- ✓ up to **5%** of the vehicle's **market value** or **\$2,000**, whichever is the lesser, for accessories or optional extras.

✗ What we will not pay

We will not pay for:

- ✗ repairs that are completed without first getting our written approval,
- ✗ the cost of repairing damage not caused by the event you are claiming for,
- ✗ the cost of fixing faulty repairs that were done before this policy was first issued,
- ✗ wear and tear, corrosion, rusting or depreciation,
- ✗ mechanical, structural, electrical or electronic breakdown, failure or breakage,
- ✗ tyre damage caused by punctures, bursts, road cuts or applying brakes,
- ✗ loss or damage caused by you failing to protect **your vehicle** after
 - ▼ it breaks down,
 - ▼ it is damaged in an accident, or
 - ▼ you have been notified that your stolen vehicle has been found,
- ✗ loss or damage caused by a failure to lock the vehicle or remove the car keys or the remote keyless entry/alarm pad from the vehicle while it is unoccupied, or
- ✗ loss that occurs because you cannot use **your vehicle**,
- ✗ the cost of hiring a replacement vehicle,
- ✗ loss or damage caused if any person or organisation lawfully takes away **your vehicle**,
- ✗ more than **\$250** for tools and spare parts for **your vehicle** while in or on **your vehicle**, other than those supplied by the manufacturer of **your vehicle** as original equipment,
- ✗ more than **5%** of the vehicle's **market value** or **\$2,000**, whichever is the lesser, for accessories or optional extras unless the items are specified and shown on the **schedule**.

We will also not pay:

- ✗ more than reasonable costs to:
 - ▼ tow **your vehicle** to the nearest repairer of your choice, or
 - ▼ store **your vehicle** at the repairers premises, or
- ✗ towing and storage following any loss or damage caused to **your vehicle** by an accident, storm, hail, malicious damage or any other event not listed under 'what we cover'.

Section 2 – If you have selected Comprehensive cover

Definition of your vehicle in this section

In addition to the definition on page 15, **your vehicle** includes any of its:

- ▼ accessories and spare parts installed by its manufacturer as standard equipment, and
- ▼ up to **5%** of your vehicle's **market value** or **\$2,000**, whichever is the lesser amount for non-specified accessories or optional extras – these will include those fitted by the manufacturer or dealer, and
- ▼ **specified accessories and optional extras** that are either in or on it, or in your locked and secure private garage, and
- ▼ other tools and spare parts for **your vehicle** whilst in or on **your vehicle** up to **\$250** in total.

The motor vehicle must:

- ▼ be in a roadworthy condition,
- ▼ be registered as a motor vehicle, and
- ▼ be shown on your **schedule**.

Important

If you purchase a **replacement vehicle**, we will consider the **replacement vehicle** to be **your vehicle**. You must provide us with details of the **replacement vehicle** within 14 days of its purchase and pay us any additional premium that is required.

Types of loss or damage you can claim for

You can only claim for loss or damage to **your vehicle** if:

- ▼ that loss or damage is caused by one or more of the events shown in the table on page 30 under “what we cover”, and
- ▼ that loss or damage is not excluded by:
 - ▼ the “what we do not cover” section in the table on page 31, or
 - ▼ the “when we may refuse a claim” section (see pages 9 to 13), and
- ▼ the accident or event occurs during the **period of insurance**, and
- ▼ we show on your **schedule** that this cover applies.

Please check carefully that your claim satisfies all of these requirements.

✓ What we cover

We will pay you for loss or damage to **your vehicle** caused by:

- ✓ accident,
- ✓ theft,
- ✓ any other event.

✗ What we do not cover

We will not pay for:

- ✗ repairs that are undertaken without first getting our approval *other than* **emergency repairs** (see page 44), or
- ✗ the cost of repairing damage not caused by the accident or event you are claiming for, or
- ✗ the cost of fixing faulty repairs that were undertaken before this policy was first issued, or
- ✗ wear and tear, corrosion, rusting or depreciation, or
- ✗ mechanical, structural, electrical or electronic breakdown, failure or breakage, or
- ✗ tyre damage caused by punctures, bursts, road cuts or applying brakes, or
- ✗ loss or damage caused by you failing to protect **your vehicle** after:
 - ▼ it breaks down, or
 - ▼ it is damaged in an accident, or
 - ▼ you have been notified that **your vehicle** has been found following its theft, or
- ✗ loss or damage caused by a failure to lock the vehicle or remove the car keys or the remote keyless entry/alarm pad from the vehicle while it is unoccupied, or
- ✗ loss that occurs because you cannot use **your vehicle**, or
- ✗ the cost of hiring a vehicle when additional benefits 4 or 5 (see pages 44 to 47) do not apply, or
- ✗ more than **\$250** for tools and spare parts for **your vehicle** not supplied by the manufacturer as original equipment, or
- ✗ more than **5%** of the vehicle's **market value** or **\$2,000**, whichever is the lesser, for accessories or optional extras unless the items are specified and shown on the **schedule**.

Partial loss or damage

✓ What we will pay

We will pay:

Where we pay a claim for **partial loss** or damage we may choose to:

- ✓ repair **your vehicle**, or any part of it, or
- ✓ replace any part of **your vehicle**, or
- ✓ pay you the costs of repairing or replacing **your vehicle**, or any part of it.

Parts not available in Australia

For parts or accessories that we agree to replace that are not readily available in Australia, we will only pay the last list price of these items in Australia, or the cost of similar comparable items, plus the reasonable cost of fitting.

We will subtract the total **excess** that may apply.

Before we pay you for partial loss or damage If your vehicle can still be driven

We will require you to obtain one quote for repairs to **your vehicle**, unless we advise otherwise. The quote can be a from repairer of your own choice. Contact us if you require assistance with locating repairers in your area.

If your vehicle cannot be driven

If **your vehicle** cannot be driven you can call us and:

- ▼ we will arrange for **your vehicle** to be towed from the place where the damage occurred, to a repairer of your choice, or
- ▼ allow us to tow **your vehicle** from the place it was taken to after the damage occurred so that we can obtain one quote for repairs from a repairer of your choice. We will pay for this.

How partial loss or legal liability affect your sum insured

If we pay any claim for **partial loss** or **legal liability**, your sum insured under this policy remains at the same amount as it was before you made your claim.

If cover is no longer required for any one or more of your **specified accessories and optional extras**, we must be notified in order for us to delete these items from the **schedule**.

✗ What we will not pay

We will not pay for more than:

- ✗ the most competitive quote as adjusted by our assessor and agreed by the repairer, or
- ✗ the value of **your vehicle**, whichever is less.

✓ What we will pay

- ✓ If **your vehicle** is a **total loss** we will pay the total finance amount that you owe on **your vehicle** to the financier, and then pay you the balance, less the total **excess** that applies. If **your vehicle** is not financed, we will deduct the **excess** (if any), prior to paying you.

Before we pay you for a total loss

Your vehicle will be a **total loss** if it is stolen and not recovered. However, if **your vehicle** is substantially damaged and cannot be driven we will need to assess if repairs can be carried out, or if the vehicle is a **total loss**. As with the **partial loss** section we will require you to:

- ▼ call us and we will arrange for **your vehicle** to be towed from the place where the damage occurred, to a repairer of your choice, or
- ▼ allow us to tow **your vehicle** from the place it was taken to after the damage occurred to a repairer of your choice so that we can assess the damage caused to **your vehicle**. We will pay for this.

If we decide that the vehicle is not a **total loss** and can be repaired, we will request a quotation from the repairer.

The end of the contract following a total loss

Once a claim has been paid for a **total loss**, your policy will no longer be operative as the contract has ended. You will not be entitled to any refund of **premium**.

Instalment policies – If you pay your **premium** by instalments, we will deduct any remaining instalments from the amount of the claim before we pay it to you. This is because it is an annual contract that is paid by instalments.

✗ What we will not pay

If the sum insured shown on your **schedule** is **market value**:

- ✗ we will not pay more than the **market value** of **your vehicle** (less the total **excess** payable), at the time of the loss or damage.

If the sum insured shown on your **schedule** is **agreed value**:

- ✗ we will not pay more than the amount that we agreed to insure **your vehicle** for shown on your **schedule** (subject to the total **excess** payable).

The salvage

When we pay for a **total loss, your vehicle** or its wreck, including any **specified accessories and optional extras**, becomes our property.

New vehicle replacement if your vehicle is a total loss

✓ What we will pay

We will pay to replace **your vehicle** if:

- ✓ the **total loss** occurs within 2 years from the date that **your vehicle** was originally registered, and
- ✓ you want us to, and
- ✓ any finance company with an interest in **your vehicle** gives its consent.

We will replace **your vehicle** with a new vehicle of the same make and model (or similar if it is no longer available), including similar accessories, tools and spare parts (all subject to local availability).

We will also pay the following costs on your new vehicle replacement:

- ✓ statutory charges, and
- ✓ dealer delivery charges.

We will pay any additional costs for:

- ✓ the first 12 months registration costs, and
- ✓ compulsory third party insurance.

Remember, we will require you to pay us any total **excess** that may apply.

Replacement of parts

Your vehicle will be repaired using either genuine new parts, or genuine parts that are consistent with the age and condition of **your vehicle**.

If we agree to replace parts, we will replace these so that they comply with any relevant statutory requirement.

Lifetime guarantee for repairs

If we repair **your vehicle**, we will guarantee the repairs we make against any defect due to workmanship or faulty material for the life of **your vehicle** while it is still owned by you.

✗ What we will not pay

- ✗ We will only pay for the used portion of the 12 months registration and compulsory third party insurance where you are entitled to a refund on these for the **total loss** vehicle.

Note: We will need proof of the refund amount that you are entitled to for the unused registration costs and compulsory third party insurance, this amount must then be paid to the dealer upon delivery of your new vehicle.

- ✗ Where **market value** is paid, we will not pay more than the fair and reasonable price of **your vehicle** as a new purchase.

Specified accessories and optional extras

When to specify accessories and optional extras

This policy provides automatic cover for accessories and optional extras, including those fitted by the manufacturer or dealer, up to **5%** of **your vehicle's market value** or **\$2,000** whichever is the lesser.

If you require cover for any additional accessories or optional extras you will need to tell us. You will not automatically be covered for more than **5%** of **your vehicle's market value** or **\$2,000** whichever is the lesser.

Where additional cover is provided, the item(s) will be shown on your **schedule**.

✓ What we will pay

- ✓ We will pay for the cost of repairing those items that can be repaired economically.

If the **specified accessories and optional extras** cannot be economically repaired, we may choose to either:

- ✓ supply you with a replacement item with a similar age and condition as the stolen or damaged item, or
- ✓ pay you the amount it would cost us to replace that item with one of a similar age and condition.

Please note – We will try to match materials or items used in repairing or replacing the original item. If this is not possible, we reserve the right to use nearest equivalent or similar materials or items.

We will subtract any total **excess** that may apply.

✗ What we will not pay

We will not pay for:

- ✗ more than **5%** of the vehicle's **market value** or **\$2,000**, whichever is the lesser, for accessories and optional extras if they are not listed on the **schedule**.

Tell us about your "new" accessories and optional extras

If we pay a claim to replace any **specified accessory and optional extras**, you must tell us if you want the replacement item/s to be insured. If you do not tell us, your cover will reduce to **5%** of the vehicle's **market value** or **\$2,000**, whichever is the lesser for those accessories and optional extras in addition to other items specified. If we agree to provide cover for the **specified accessories and optional extras**, the items will be added to your policy and will then be shown on your **schedule**.

No claim bonus (NCB)

A no claim bonus recognises your good driving and claims history record where you are insured for comprehensive cover.

If you are entitled to a no claims bonus, your **schedule** will reflect this in the **premium** you are charged.

Earning a no claims bonus

If you are not entitled to a maximum no claims bonus when you insure with us, you will earn a bonus at the end of each annual **period of insurance** subject to there having been no loss or damage that falls within the definition of **penalty claim**.

The following bonus will apply if you qualify for a no claims bonus:

Year	Existing bonus	Existing rating code	Renewal bonus
1st year	0%	6	25%
2nd year	25%	5	45%
3rd year	45%	4	55%
4th year	55%	3	65%
Subsequent years	65%	2 or 1	65%

If you insure with us without a no claims bonus and remain insured for comprehensive cover for a continuous period of 4 years without a **penalty claim**, you will then be entitled to a maximum no claims bonus of 65%.

If you are over 25 years of age and remain claim free on a maximum no claims bonus for 3 consecutive years with Vero, you may be eligible for the automatic lifetime protection (see page 42).

Proof of your no claims bonus

If you are a new customer, you will be asked to confirm your current no claim bonus entitlement and provide details of your previous insurer in order for us to check your current entitlement.

How making a claim could affect your no claim bonus

If an accident is not your fault

We consider an accident that occurs not to be your fault if:

- ▼ we agree that it is not your fault, and
- ▼ you prove that another person was completely responsible, and
- ▼ you tell us that person's name, current address and the registration number of their vehicle.

When you renew your policy, if the accident you claim for is not your fault, then your no claims bonus will not be affected.

Windscreen claims

When you renew your policy, your no claims bonus will not be affected for any windscreen or window glass claim you make.

Note: The basic **excess** applies to all windscreen or window glass replacement claims unless the windscreen **excess** waiver benefit is shown on your **schedule**.

If the repairer can repair the damaged windscreen or glass instead of replacing, the basic excess will not apply to the claim.

Other claims

When you renew your comprehensive policy, we reduce your no claim bonus for each **penalty claim** you have made during the **period of insurance** unless you have the protected no claims bonus benefit selected on your **schedule** or we have provided you with the lifetime no claim bonus protection which will be shown on your **schedule** (see page 42 for details of these benefits).

The amount we reduce your no claim bonus to, is set out below:

Your current no claims bonus	Following 1 penalty claim	Following more than 1 penalty claim
65%	45%	Nil
55%	25%	Nil*
45%	Nil	Nil*
25%	Nil*	Nil*
Nil	Nil*	Nil*

*If your current no claims bonus is nil, or if you have one or more **penalty claim** or if your current no claims bonus is less than 65% and you have more than 1 **penalty claim**, we will add a surcharge to the **premium** payable from the next renewal.

Protected no claims bonus

If you have a maximum no claims bonus of 65% or rating 1, and the protected no claims bonus benefit is shown as selected on your **schedule**, your no claims bonus will not be affected by the first **penalty claim** in any **period of insurance**.

Your no claims bonus will be adjusted as if this protection did not apply if a **penalty claim** occurs and you have made a previous **penalty claim** for an event occurring within this **period of insurance**.

If you have been claim free on a protected no claims bonus for 3 consecutive years, the lifetime protection will automatically apply at the next renewal date of your policy. (see below for details of the lifetime no claims bonus protection).

Lifetime no claims bonus protection

If you are entitled to a maximum no claims bonus (NCB) on your comprehensive policy, you may be eligible for the lifetime no claims protection benefit.

If you are entitled to this benefit, your maximum no claims bonus is protected for the life of this policy and any subsequent renewals (even if you are at fault in the event of an accident).

To be eligible for this protection you will need to:

- ▼ be 25 years of age or over, and
- ▼ be insured with us for 3 consecutive years on a maximum NCB, and
- ▼ not have incurred any penalty claims for the previous 3 years.

We will automatically apply this protection to your policy once you become eligible for the benefit. This will be shown on your policy **schedule**.

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Additional benefits

If you have selected comprehensive cover we include a number of additional benefits. These are as follows:

✓ What we cover

- ✓ 1. Towing and storage
- ▼ We will pay reasonable costs to have **your vehicle** towed to a repairer following an accident or loss when **your vehicle** cannot be driven.
 - ▼ We will also pay reasonable costs of storing **your vehicle** at the repairer's premises once the claim has been lodged.

✓ 2. Emergency repairs

We will pay for **emergency repairs** that are required to allow you to drive **your vehicle** following an accident or loss.

✓ 3. Returning your vehicle to you after repair

We will return **your vehicle** to you once repaired following an accident or loss.

We may choose to either:

- ▼ pay you the reasonable cost of travel to collect **your vehicle**, or
- ▼ arrange to have **your vehicle** delivered to you after repairs have been completed.

✓ 4. Hire of a vehicle following a theft

If **your vehicle** is stolen we will reimburse you for the cost of hiring a vehicle of a similar type to **your vehicle**.

✗ What we do not cover

✗ We will not pay:

▼ more than the reasonable costs to:

- ▼ tow **your vehicle** to the nearest repairer of your choice, or
- ▼ store **your vehicle** at the repairer's premises.

✗ We will not pay:

▼ for any **emergency repairs** over \$500 unless they have been approved by us before being completed.

✗ We will not pay:

▼ if the repairer's premises are less than 100 kilometres away from your residence or place of work.

✗ We will not pay:

▼ to hire a vehicle for any longer than the day after:

- ▼ **your vehicle** is recovered undamaged, or
- ▼ the repairs to **your vehicle** have been completed, or
- ▼ we confirm **your vehicle** is a total loss, or whichever is earlier, or
- ▼ more than **\$150** a day up to a total of **\$2,000** for a hire vehicle, or
- ▼ running costs for a hire vehicle.

✓ What we cover

- ✓ 5. Hire of a vehicle following a non-fault accident
- ▼ If **your vehicle** cannot be driven or is in need of repair following loss or damage as a result of an accident, we will reimburse you for the cost of hiring a vehicle.

We will pay towards the cost of hiring a vehicle:

- ▼ of a similar type to **your vehicle**, and
- ▼ from the date **your vehicle** is left at the repairers.

- ✓ 6. Personal items in your vehicle

We will pay you for loss or damage to personal items or clothing that belong to you or your family, that were in **your vehicle** and were damaged or lost as a result of:

- ▼ an accident involving **your vehicle**,
- ▼ fire damage,
- ▼ theft of the items by forcible and violent entry to your locked vehicle, or
- ▼ theft of the vehicle.

An entry is forcible and violent when there is physical evidence that a person has used something other than a key or remote control device to get into **your vehicle**.

- ✓ 7. Emergency accommodation and helping you and your passengers get home

If **your vehicle** cannot be driven following an accident or loss, we will help you to get home.

You can choose for us to either:

- ▼ pay you the reasonable cost of emergency accommodation for you and your passengers for one night, or
- ▼ pay you the reasonable cost of helping you and your passengers get home after the loss or damage has occurred.

✗ What we do not cover

- ✗ We will not pay:
- ▼ if the loss or damage caused was your fault, or
 - ▼ if the loss or damage was caused by a **penalty claim**, or
 - ▼ to hire a vehicle for any longer than the day after:
 - ▼ the repairs to **your vehicle** have been completed, or
 - ▼ we confirm **your vehicle** is a **total loss**, or whichever is earlier, or
 - ▼ more than **\$100** a day up to a total of **\$1,500** for a hire vehicle, or
 - ▼ running costs for a hire vehicle, or
 - ▼ if **your vehicle** is stolen.

- ✗ We will not pay:

- ▼ more than **\$500** for any item up to a maximum of **\$750** in total for loss or damage to personal items,
- ▼ for loss of cash or **negotiable instruments**, or
- ▼ if you are a business or company.

- ✗ We will not pay:

- ▼ if the loss or damage occurs less than 100 kilometres from your home, or
- ▼ for more than a maximum amount of **\$1,000**, or
- ▼ for any amount not actually incurred.

✓ What we cover

✓ 8. Unexpired registration

We will pay you for the unexpired portion of the registration paid on **your vehicle**, following a **total loss**.

✓ 9. Your liability under maritime law

If **your vehicle** is being transported by sea between places within Australia and you are liable under maritime law we will cover you for your liability for the following:

- ▼ *general average*. General average means that if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship, the owners of the remaining cargo must contribute towards the loss suffered by the other owners.
- ▼ *salvage charges*. Salvage charges means costs incurred in recovering a marooned or disabled ship.

You may be liable for these costs even if **your vehicle** is not damaged.

✓ 10. Purchasing a replacement vehicle

- ▼ If you sell **your vehicle** and purchase a **replacement vehicle**, we will insure your **replacement vehicle** under this policy for 14 days from the date of purchase.

We will only continue to insure your **replacement vehicle** after 14 days if:

- ▼ you give us the details about the vehicle, and
- ▼ we agree that cover has been provided, and
- ▼ you pay any extra **premium** that is required.

Important notes: Only one vehicle can be covered under this policy at any time. Your **replacement vehicle** may have a different **excess** to the vehicle it replaces, when we agree that cover has been provided for it.

✗ What we do not cover

✗ We will not pay:

- ▼ if the unexpired registration can be recovered from the appropriate authorities.

✗ We will not pay:

- ▼ more than the **market value** or **agreed value of your vehicle** (whichever is shown on your **schedule**).

✗ We will not pay:

- ▼ more than the purchase price of the **replacement vehicle** in the event of a claim.

✓ What we cover

✓ 11. Trailer cover

We will pay for loss or damage caused to your **trailer**.

✓ 12. Finance payout

- ▼ **market value** – we will pay part of the difference between the amount owed by you under a valid hire purchase, leasing or other finance agreement, and the **market value** of **your vehicle**, if at the time of a **total loss** the **market value** of **your vehicle** is less than the amount owed on finance.
- ▼ **agreed value** – we will pay part of the difference between the amount owed by you under a valid hire purchase, leasing or other finance agreement, and the **agreed value** of **your vehicle**, if at the time of a **total loss**, the **agreed value** of **your vehicle** is less than the amount owed on finance.

✓ 13. Artwork and signwriting (applicable where **business use** is shown on **your schedule**)

We will pay the cost of reinstating artwork or signwriting on **your vehicle**.

✓ 14. Returning your vehicle if it is stolen

We will pay for the reasonable costs of returning **your vehicle** to the place where it is normally parked, if it is found after having been stolen.

✗ What we do not cover

✗ We will not pay:

- ▼ if the **trailer** was not attached to **your vehicle** at the time of the loss or damage, or
- ▼ more than **\$1,500** or the **market value** of the **trailer**, whichever is less, or
- ▼ for loss or damage to any contents of the **trailer**, or
- ▼ for any fixtures or equipment attached to the **trailer** or being carried by the **trailer**.

✗ We will not pay:

- ▼ an amount exceeding 50% of the difference between **your vehicle's market value** or **agreed value** (whichever is shown on your **schedule**) and the amount owed by you under a valid hire purchase, leasing or other agreement, less
- ▼ any payments and interest in arrears at the time of the loss, and
- ▼ discounts in respect of finance charges, and/or
- ▼ interest for the unexpired term of the finance.

✗ We will not pay:

- ▼ more than **\$1,000** for any one claim.

✗ We will not pay:

- ▼ to return and repair **your vehicle**, if the cost of returning **your vehicle** together with cost of repairs exceeds the **agreed value** or **market value** (whichever is applicable) at the time of the loss. In this situation we will reserve the right to treat **your vehicle** as a **total loss**.

✓ What we cover

✓ 15. Baby seat or capsule

We will pay for loss or damage to a baby seat or capsule that is stolen from **your vehicle** or damaged in an accident or fire whilst in **your vehicle**.

✓ 16. Accidental death benefit

We will pay a death benefit to your estate if you die as a result of bodily injury that occurred as a direct result of an accident whilst driving **your vehicle** and we have agreed to pay the claim.

A certified copy of the Death Certificate will be required as part of the claim.

✓ 17. Taxi fare

We will pay towards the cost of a taxi to get you home if **your vehicle** is:

- ▼ damaged in an accident and cannot be driven, or
- ▼ has been stolen.

✓ 18. Replacement keys and recoding locks

If **your vehicle's** keys are stolen, we will pay to replace the keys and re-code the vehicle locks.

✗ What we do not cover

✗ We will not pay:

- ▼ more than the reasonable costs to replace the baby seat or capsule.

✗ We will not pay:

- ▼ more than **\$5,000**,
- ▼ if you die after 12 months from the date of the accident, or
- ▼ if you are under 25 years of age at the time of the accident that causes the death, or
- ▼ if you commit suicide or your death is directly or indirectly caused by or arises from an attempted suicide.

✗ We will not pay:

- ▼ more than **\$100**,
- ▼ if the accident or loss occurs more than 100 kilometres away from your home,
- ▼ if a receipt for the taxi fare cannot be provided.

✗ We will not pay:

- ▼ more than **\$2,000** for any one claim once the basic excess has been applied,
- ▼ if the theft of the keys has not been reported to the police,
- ▼ if the keys have been stolen by a family member, invitee or person that resides with you,
- ▼ if you are entitled to claim under another insurance policy.

Optional: Restricted driver cover

If comprehensive cover is shown on your **schedule** together with the Restricted driver option, cover is restricted to those drivers who are 30 years old or over only.

✓ What we cover

- ✓ We will pay for loss, damage or liability where the person driving **your vehicle** at the time of the loss, damage or liability is 30 years old or over.

✗ What we do not cover

- ✗ We will not pay for any loss, damage or liability if **your vehicle** is being driven or used by any person under 30 years of age other than when **your vehicle** is being:
 - ▼ repaired, serviced, tested or parked by a parking attendant, or
 - ▼ used to transport a person in the event of a medical emergency. A medical emergency is a physical injury or condition, or an illness, that places a person's life at risk.This exclusion will not apply if you prove that you did not consent to **your vehicle** being driven by a person aged under 30 years old.

Windscreen excess waiver

If comprehensive cover is shown on your **schedule**, together with this benefit showing as selected, you will not have to pay the basic **excess** for the first windscreen or window glass replacement claim in any **period of insurance**.

If you have any additional windscreen or window glass claims during the same **period of insurance**, the basic **excess** will apply (unless the glass can be repaired instead of being replaced).

Definitions

The following will define those words that are in **bold** throughout this document or shown on your **schedule**:

“act of terrorism” means an act, including but not limited to the use of force or violence and/or the threat of these, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“agreed value” means the amount we agree to insure **your vehicle** for. This amount is shown on your **schedule**.

“business use” means that the vehicle is registered to a business name and is being used for **private use** and/or in connection with a business or occupation. Business use does not mean use in connection with your business or occupation when your business or occupation:

- ▼ is a courier,
- ▼ is a collector or deliverer of goods or articles,
- ▼ is a driving instructor,
- ▼ is a taxi or carrying passengers for hire or reward,
- ▼ is a tour operator,
- ▼ involves testing, trialing or demonstration in connection with the motor trade, or
- ▼ involves towing for reward.

“emergency repairs” means minor repairs which are essential for you to be able to drive **your vehicle** safely from the accident or event causing the damage.

“excess” means the amount you must pay towards a claim.

“GST” has the meaning given in the ‘A New Tax System’ (Goods and Services Tax) Act 1999.

“input tax credit” has the meaning given in the ‘A New Tax System’ (Goods and Services Tax) Act 1999.

“legal liability” has the meaning as set out on page 15.

“market value” means the amount you would have to pay to buy a vehicle similar to **your vehicle** immediately before the loss or damage, taking into account its make, model, age, kilometres travelled and condition. To determine the **market value**, we may refer to an accepted motor vehicle valuation guide used by the motor industry.

“negotiable instrument” means a legal document that represents money and that can be legally transferred in title from one person to another.

“occasional driver” means a driver who uses the vehicle less than twelve times a year. The driver will be shown as an **occasional driver** on the **schedule**.

“partial loss” means that we decide, at our option, to repair **your vehicle**, replace any part of it or reimburse you for the loss or damage to it. In this case we will not treat **your vehicle** as a **total loss**.

“penalty claim” means an accident or claim where you are at fault, or a claim where we are unable to recover the cost of repairing or replacing **your vehicle**.

“period of insurance” means the period that we insure you for under your policy. You will find the start date and the end date shown on the **schedule**.

“premium” means the amount you must pay us for the insurance you select.

“private use” means that **your vehicle** is registered privately and **your vehicle** can be used:

- ▼ for social, domestic and leisure purposes,
- ▼ in connection with repair or servicing,
- ▼ for unpaid learner-driver instruction,
- ▼ for test driving or demonstration for sale,
- ▼ for a private car-pool arrangement, or
- ▼ by you and your spouse to drive to and from work and during working hours in connection with your business or occupation unless your business or occupation:
 - ▼ is a courier,
 - ▼ is a collector or deliverer of goods or articles,
 - ▼ is a driving instructor,
 - ▼ is a taxi or carrying passengers for hire or reward,

- ▼ is a tour operator,
- ▼ involves testing, trialing or demonstration in connection with the motor trade, or
- ▼ involves towing for reward.

“regular driver” means a driver who uses the vehicle more than twelve times a year. The driver will be shown as a **regular driver** on the **schedule**.

“schedule” means your most recent policy **schedule**. We will give you a **schedule** when you:

- ▼ first buy an insurance policy from us,
- ▼ change any part of any policy or any personal details relevant to it, or
- ▼ renew any policy with us.

“specified accessories and optional extras” means those accessories and optional extras that you tell us about, which are not supplied and fitted by the manufacturer as original equipment. These will be listed on your **schedule**.

“substitute vehicle” means a vehicle that does not belong to you and which you, your spouse, defacto partner or an employee is using while **your vehicle** is not in use because **your vehicle** is unroadworthy or undergoing repair.

“total loss” means **your vehicle** is stolen and not recovered, or is damaged so badly it would cost more to repair than the value of **your vehicle**, less the salvage value of the wreck.

“trailer” means a vehicle designed to be towed by a motor vehicle and used for transporting goods.

Trailer does not mean:

- ▼ a caravan, or
- ▼ a semitrailer, or
- ▼ a horsefloat.

“your vehicle” means a motor vehicle which:

- ▼ is in a roadworthy condition,
- ▼ is registered as a motor vehicle, and
- ▼ is shown on your **schedule**.

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Customer Service Hotline

For assistance or enquiries simply call the number shown in your **schedule**.

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