



# CommInsure Car Insurance

Product Disclosure Statement (PDS)  
and Financial Services Guide (FSG)

05 October 2021

# Important information

This document is a Product Disclosure Statement (PDS) and contains important information about the Car Insurance we offer to Bankwest customers. This PDS forms part of your policy with us. Please read it carefully and keep it in a safe place.

This PDS and policy are provided by Commonwealth Insurance Limited ABN 96 067 524 216, AFSL 235030 (CIL). CommInsure is a registered business name of CIL. CIL is a wholly owned non-guaranteed subsidiary of Commonwealth Bank of Australia ABN 48 123 123 124 (Commonwealth Bank) and is the insurer for this product. The Commonwealth Bank and its related entities are jointly referred to in this document as the Commonwealth Bank Group. Bankwest, a division of the Commonwealth Bank, is a distributor of CIL's insurance products.

The Commonwealth Bank Group (other than CIL) does not guarantee the obligations or performance of CIL or the products CIL offer.

The information provided in this PDS has been provided in accordance with Australian laws and may not satisfy the laws of other countries. The products and services described in this PDS are not available in countries or to residents of countries where it is unlawful to provide the information included in this PDS or where it is unlawful to offer the products and services.

All examples or illustrations in this PDS are only intended to demonstrate how certain benefits are calculated. All benefits are calculated in accordance with the relevant policy terms.

The words and phrases appearing in this PDS have special meanings as set out in the Glossary on pages 3 to 4.

All monetary amounts referred to in this PDS are in Australian dollars and include GST.

The information in this PDS is subject to change. Materially adverse changes will be communicated to existing policyholders via a PDS or SPDS. Where a change of information is not materially adverse we will not notify existing policyholders, however you will be able to obtain the information about any change by contacting us – a paper or electronic copy of the changes will be provided without charge. We will always issue a new PDS (and any supplementary PDS) when a new policy is purchased.

The information in this PDS will help you to:

- decide whether this product will meet your needs; and
- compare this product with other products you may be considering.

This PDS does not take into account your individual objectives, financial situation or needs. You should consider this information in relation to your own circumstances before making any decision about this product.

If you have difficulty understanding this document, it is important that you seek assistance before entering into a policy with us.

For more information about how we calculate premiums, excesses and discounts, please refer to our Premium, Excess and Discount Guide which can be found:



At [bankwest.com.au/personal/insurance/car-insurance](https://bankwest.com.au/personal/insurance/car-insurance); or



Call us on **13 24 23**.



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# Product Disclosure Statement

## Who is this policy for?

This policy is for customers purchasing Car Insurance through Bankwest.

## How this policy works

This insurance is provided by Commonwealth Insurance Limited (CIL). CommInsure is a registered business name of CIL. All correspondence you receive in relation to this policy will be issued by CommInsure. This PDS contains important information about the Car Insurance we offer and forms part of your policy with us.

When you purchase, change or renew your Car Insurance, we will send you a Certificate of Insurance which will include details on the Cover Type and Cover Options you have selected and your Period of Insurance.

Some words and phrases appearing throughout this PDS have special meanings as set out in the Glossary on pages 3 to 4.

We offer 3 types of Car Insurance:

- Comprehensive Cover (see pages 17 to 28);
- Third Party Property Damage, Fire and Theft Cover (see pages 29 to 33); and
- Third Party Property Damage Cover (see pages 34 to 37).

Depending on the cover you select, our Car Insurance provides cover for:

- Insured Events;
- Cover Benefits which are standard under the policy; and
- Cover Options you can select under the policy.

Our Car Insurance does not provide cover for everything. An incident needs to fall under an Insured Event as stated under the cover type you select. There are also:

- General Exclusions that apply to the policy as stated on pages 38 to 41;
- exclusions that are specific to:
  - the type of cover you have selected;
  - an Insured Event;
  - Cover Benefits; and
  - Cover Options;
- limits on the amount we will cover for certain items and benefits (as stated on pages 7 to 9).

It is important to read this entire PDS carefully to make sure you have the cover that suits your needs.



# Glossary

Some words and phrases appearing throughout this PDS have special meanings as set out below.

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## Accessory/accessories

Any additional non-standard item fitted to your vehicle that is not a modification. These may be either a manufacturer option or an aftermarket addition. For example:

- tinted windows;
- tow bar; or
- reversing camera.

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## Agreed value

The amount we have agreed to insure your vehicle for.

If you have selected the agreed value option (where available), the agreed amount will be stated on your Certificate of Insurance and will remain the same for the Period of Insurance.

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## Certificate of Insurance

The document issued to you:

- once you purchase a policy;
- before you renew your policy; and
- whenever you amend your policy.
- It includes:
  - the Cover Type;
  - the details of any Declared driver/s;
  - any Cover Options available and those you have selected;
  - the Period of Insurance; and
  - any special conditions that apply to your policy.

In this PDS when we refer to your Certificate of Insurance, we are referring to the most recent copy that we have issued to you.

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## Declared driver/s

The person/s you have nominated and advised us will drive your vehicle, as listed on your Certificate of Insurance.

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## Domestic pet/s

Domestic dog/s or cat/s owned by:

- you;
- a Family member; or
- a Declared driver.

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## Excess

An amount you need to contribute when we pay a claim.

Depending on the type of claim:

- some excess/es may not apply; or
- more than one type of excess may apply.

The types and amounts of each excess are stated on your Certificate of Insurance.

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## Family

The following people who usually live with you:

- your partner, spouse or de facto spouse;
- your (or your partner's, spouse's or de facto spouse's)
  - children;
  - siblings;
  - parents; and
  - grandparents.

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## Key/s

Any device functioning as a key to operate a lock or ignition on your vehicle, not including mobile phones or tablets that use applications to unlock your vehicle.

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### Market value

The amount it will cost to replace your vehicle taking into account the age, make, model and condition of your vehicle immediately prior to the loss or damage.

Market value includes:

- Good and Services Tax (GST), and
- the cost of registration and Compulsory Third Party (CTP) Insurance.

Market value does not include:

- warranty costs;
  - the amount of stamp duty that would be levied on the purchase of a replacement vehicle; and
  - transfer fees.
- 

### Modification/s

An alteration to the standard configuration of your vehicle which may affect your vehicle's value, safety, performance or appearance. These may be either a manufacturer option or any aftermarket alteration. For example, this means alterations to your vehicle's:

- braking system;
  - engine;
  - exhaust system;
  - fuel system;
  - paintwork;
  - steering system;
  - structure;
  - chassis;
  - body work;
  - suspension;
  - transmission;
  - wheels and tyres.
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### Period of Insurance

The period for which we have agreed to provide insurance as stated on your Certificate of Insurance.

If your policy is cancelled, by you or us, your Period of Insurance ends on the date the cancellation becomes effective.

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### Sum Insured

Depending on the type of insurance you've chosen, we may insure your vehicle for an agreed value or a market value. This is known as the Sum Insured.

The Sum Insured that applies to your vehicle is shown on your current Certificate of Insurance.

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### Total loss

The term used by us when we have determined that your vehicle:

- is uneconomical to repair;
  - cannot be repaired to a safe condition; or
  - has been stolen and is not recovered.
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### Vehicle

The vehicle, meeting the registration and roadworthy requirements of your relevant State or Territory, including any accessories and modifications that you have told us about and we have agreed to cover, as stated on your Certificate of Insurance.

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### Vehicle usage

The purpose for which you have told us your vehicle is used, as stated on your Certificate of Insurance, being either:

- Business use
    - means where you are claiming any percentage of the GST on the amount payable for your insurance as an Input Tax Credit (ITC); or
  - Private use
    - any type of use other than business.
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### We, our, us, CIL, Comminsure

Commonwealth Insurance Limited  
ABN 96 067 524 216.

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### You, your, yourself

All person/s named on your Certificate of Insurance as a policyholder/s.

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# Summary of cover

The following tables illustrate the Insured Events, Cover Benefits and the Cover Options that are available for:

- Comprehensive Cover (see pages 17 to 28);
- Third Party Property Damage, Fire and Theft Cover (see pages 29 to 33); and
- Third Party Property Damage Cover (see pages 34 to 37).



Insured Events			
Collision or impact damage	✓	✗	✗
Damage from an identified uninsured driver	✓*	✓	✓
Fire damage	✓	✓	✗
Legal liability	✓	✓	✓
Storm, hail or flood damage	✓	✗	✗
Theft of keys	✓	✗	✗
Theft or attempted theft	✓	✓	✗
Vandalism or malicious act	✓	✗	✗

\* Included under the Insured Event 'Collision or impact damage'. Please refer to page 17

Cover Benefits			
Accidental death	✓	✗	✗
Baby capsules and child seats	✓	✗	✗
Domestic pet costs	✓	✗	✗
Emergency accommodation costs	✓	✗	✗
Emergency repairs	✓	✗	✗
Hire car following theft	✓	✗	✗



**Cover Benefits**

<b>Personal items other than mobile phones, computers, business tools and cash</b>	✓	✗	✗
<b>Vandalism or malicious act</b>	✓	✗	✗
<b>Replacement of a new vehicle after a total loss</b>	✓	✗	✗
<b>Substitute vehicle</b>	✓	✓	✓
<b>Temporary cover for a replacement vehicle</b>	✓	✓	✓
<b>Towing and storage costs</b>	✓	✓	✗
<b>Trailers and caravans</b>	✓	✗	✗
<b>Transportation costs</b>	✓	✗	✗

**Cover Options**

<b>Driver age restriction – For a reduced premium where available</b>	✓	✗	✗
<b>Hire car following an incident – For an additional premium</b>	✓	✗	✗
<b>Protected No Claim Discount – For an additional premium</b>	✓	✗	✗
<b>Optional additional basic excess – For an additional premium</b>	✓	✗	✗
<b>Removal of excess for glass damage – For an additional premium</b>	✓	✗	✗

Some Insured Events, Cover Benefits and Cover Options may provide limited cover, have specific limits and General Exclusions that apply. It is important to note this is a summary only and the full terms and conditions are located within this PDS.





# Summary of maximum claim limits

## Comprehensive Cover

Your Certificate of Insurance shows the amount you are insured for under your policy as the sum insured.

We will pay no more than the sum insured shown on your Certificate of Insurance unless we have stated differently under any of the:

- Insured Events on pages 17 to 20;
- Cover Benefits on pages 20 to 25; and
- Cover Options on pages 26 to 28.

If we pay a claim under this cover, the following limits apply:

Comprehensive Cover	Maximum Limit
<b>Accidental death</b> – See page 20	\$10,000 in total per claim
<b>Baby capsules and child seats</b> – See page 21	Up to \$500 per claim
<b>Domestic pets</b> – See page 21	Up to \$1,000 per claim
<b>Emergency accommodation costs</b> – See page 21	Up to \$600 if the incident occurs more than 200kms from your home per claim
<b>Emergency repairs</b> – See page 21	Up to \$800 per claim
<b>Hire car following theft</b> – See page 22	Up to: <ul style="list-style-type: none"><li>• \$75 per 24 hour period; and</li><li>• a maximum of 14 days per claim</li></ul>
<b>Legal liability</b> – See pages 18 to 19	Up to \$20 million in total per claim
<b>Personal items other than mobile phones, computers, business tools and cash</b> – See page 22	Up to: <ul style="list-style-type: none"><li>• \$1,000 for mobility devices/disability aids; and</li><li>• \$500 for other personal items per claim</li></ul>
<b>Replacement of a new vehicle after a total loss (new for old)</b> – See page 23	Refer to page 23 where the method of replacement is described
<b>Substitute vehicle</b> – See pages 23 to 24	Legal liability up to \$20 million per claim
<b>Temporary cover for a replacement vehicle</b> – See page 24	Up to 14 days
<b>Theft of keys</b> – See page 19	Up to \$2,000 per claim
<b>Trailers and caravans</b> – See page 25	Up to \$1,000 per claim



<b>Comprehensive Cover</b>	<b>Maximum Limit</b>
<b>Transportation costs</b> – See page 25	Up to \$500 per claim
<b>Hire car following an incident</b> – Cover Option – See pages 26 to 27	Up to: <ul style="list-style-type: none"><li>• \$75 per 24 hour period; and</li><li>• a maximum of 14 days.</li></ul> Or a daily allowance of \$30 if a hire car is not available per claim.
<b>Protected No Claim Discount</b> – Cover Option – See page 28	1 claim per Period of Insurance
<b>Removal of excess for glass damage</b> – Cover Option – See page 28	1 claim per Period of Insurance

## Third Party Property Damage, Fire and Theft Cover

Your Certificate of Insurance shows the amount you are insured for under your policy as market value.

We will pay no more than the market value unless we have stated differently under any of the:

- Insured Events on pages 29 to 31; and
- Cover Benefits on pages 31 to 33.

If we pay a claim under this cover, the following limits also apply:

<b>Third Party Property Damage, Fire and Theft Cover</b>	<b>Maximum Limit</b>
<b>Damage from an identified uninsured driver</b> – See pages 29 to 30	Up to \$5,000 per claim
<b>Legal liability</b> – See pages 30 to 31	Up to \$20 million per claim
<b>Substitute vehicle</b> – See pages 31 to 32	Legal liability up to \$20 million per claim
<b>Temporary cover for a replacement vehicle</b> – See page 32	Up to 14 days



## Third Party Property Damage Cover

We will pay no more than the limits below, unless we have stated differently under any of the:

- Insured Events on pages 34 to 35; and
- Cover Benefits on pages 36 to 37.

If we pay a claim under this cover, the following limits also apply:

Third Party Property Damage Cover	Maximum Limit
<b>Damage from an identified uninsured driver</b> – See page 34	Up to \$5,000 per claim
<b>Legal liability</b> – See page 35	Up to \$20 million per claim
<b>Substitute vehicle</b> – See page 36	Legal liability up to \$20 million per claim
<b>Temporary cover for a replacement vehicle</b> – See page 37	Up to 14 days



# Your car insurance policy

Your policy commences if:

- we agree to insure you; and
- you agree to pay us the premium by the due date.

The commencement date of your policy will be the date shown on your Certificate of Insurance.

Your policy is your contract of insurance with us and consists of:

- this PDS and any SPDS we may issue while you are insured with us; and
- your Certificate of Insurance including any special conditions that apply to your policy.

## More than one policyholder

If more than one person is named as a policyholder on your Certificate of Insurance, then we are referring to all people named as policyholders jointly. This means that:

- an act, statement or omission by any one of the policyholders listed on your Certificate of Insurance will be taken to be an act, statement or omission by another policyholder listed if the policyholder was complicit in, had knowledge of or ought to have been reasonably aware of the act, statement or omission;
- we may correspond with any of the policyholders named on your Certificate of Insurance and the recipient is responsible for ensuring that all other policyholders are aware of the correspondence; and
- only policyholders listed on your Certificate of Insurance (it does not mean those person/s listed as declared driver/s only) can change or cancel this policy and it is the responsibility of that person to ensure that all other policyholders are aware of the changes or of the cancellation of the policy.

## Cooling off period

If you cancel your policy within 21 calendar days of the commencement date stated on your Certificate of Insurance, we will refund any premium paid provided you have not made a claim.

## Cancellation by you

You can cancel your policy at any time by contacting us.

If you cancel your policy outside the cooling off period, we will refund any unused portion of the premium to you less any non-refundable Government charges. However, if this amount is \$5 or less, we will not issue a refund.



## Cancellation by us

We may cancel your policy by giving you notice in accordance with the provisions of the Insurance Contracts Act 1984 (Cth). The circumstances under which we may cancel your policy include, but are not limited to, where you:

- have made a misrepresentation to us when this policy was entered into;
- have made a misrepresentation to us when this policy was entered into, varied, renewed or reinstated;
- make a fraudulent claim under any insurance policy (whether or not the policy is underwritten by us) during your Period of Insurance.

## You must tell us if there are changes

You must tell us if anything stated on your Certificate of Insurance changes during the Period of Insurance. This includes:

- your vehicle;
- the policyholder/s or declared driver/s of your vehicle;
- the insurance or criminal history of any policyholder/s or declared driver/s;
- the driving history including any accidents, incidents, suspension or loss of licence of any policyholder/s or declared driver/s;
- where your vehicle is normally kept overnight;
- accessories on your vehicle;
- modifications to your vehicle;
- the condition of your vehicle;
- the usage of your vehicle (business or private use);
- the finance on your vehicle; and
- any matters which would change the answer to questions printed on your Certificate of Insurance.

Some changes may not be covered by your policy, and/or we may cancel your policy if some changes occur.

If you tell us before you make any changes, we can tell you if we can continue to insure you:

- under the same terms; or
- subject to your acceptance of special conditions on your policy, which may change the amount of your premium or your excess/es.

If we cannot continue to insure you, or you do not agree to any special conditions or change in premium or excess/es which we may require to continue to insure you, we will cancel your policy.



If you do not tell us about changes, we may:

- reduce the amount we pay in the event of a claim to the extent we have been prejudiced by your failure to tell us, potentially to nil; or
- cancel your policy.

## Reasonable care

At all times, and at your expense, you must:

- take all reasonable precautions to prevent injury, loss or damage. For example, this includes securing your vehicle against unauthorised entry when it is unattended and moving it to an undercover safe place if adverse weather is expected, where practicable (please refer to the General Exclusions on pages 38 to 41).
- keep your vehicle in good condition. For your vehicle to meet the requirements of being in good condition it must be legally roadworthy and have:
  - no major unrepaired damage;
  - minimal rust;
  - no hail damage; and
  - minimal faded, crazed or damaged paintwork;
- comply with all statutory obligations, by-laws or regulations imposed by any Government or public authority relating to the safety of people or property; and
- take reasonable care to prevent injuries to other persons or damage to another person's property.

Wear and tear, poor workmanship and lack of maintenance are not covered under this policy (please refer to the General Exclusions on pages 38 to 41). It is important to always maintain your vehicle in good condition and protect it by using any security devices installed.



# The importance of answering our questions correctly

We will ask you questions before we agree to insure you. We may also ask you questions before we agree to renew, extend, vary or reinstate your policy.

It is important you answer these questions fully and accurately because they form the basis of our decision whether to provide insurance to you and on what terms. If you are not sure how to answer a question or need assistance with answering our questions, please contact us.

## What is your duty?

Under the Insurance Contracts Act 1984, you have a duty to take reasonable care not to make a misrepresentation to us when answering our questions and providing us with information.

## When does the duty apply?

This duty applies until we agree to insure you. It applies again before we agree to renew, extend or vary your policy and before any reinstatement.

It also applies if you use a broker to act on your behalf.

## What happens if you do not comply with the duty?

If you make a misrepresentation in breach of the duty, we may cancel your policy and reduce our liability in respect of a claim. If the misrepresentation is fraudulent, we may refuse payment of a claim, and treat your policy as if it never existed.



# Paying your premium

You can choose to pay your premium in:

- 1 annual payment; or
- 12 monthly instalments.

We do not charge any additional premium if you select to pay your total premium in 12 monthly instalments, however your financial institution may impose charges.

For more information on ways you can pay your premium, please refer to the Premium, Excess and Discount Guide which can be found:



At [bankwest.com.au/personal/insurance/car-insurance](https://bankwest.com.au/personal/insurance/car-insurance); or



Call us on 13 24 23.

## What happens if your premium is not paid on time

### If you pay by annual payment

If you choose to pay the total premium annually and you do not pay the amount by the due date, then there is no cover under this policy. This is because the policy does not commence if you have not paid the premium by the due date.

We will provide you with a renewal notice at least 14 days before your policy is due to expire setting out the amount you need to pay to renew your policy. If you do not pay the total premium required to renew your insurance by the due date, then your policy automatically comes to an end at the renewal due date without further notice to you.

### If you pay by instalment payments

If you choose to pay the total premium in 12 monthly instalments and:

- at least one instalment remains unpaid for a period of at least 14 days after its due date, then we may refuse to pay a claim;
- at least one instalment remains unpaid for a period of at least one month after its due date, then your policy may be cancelled. We will send you a notice in writing advising you of non-payment at least 14 days before any proposed cancellation to provide you with an opportunity to make the outstanding payment.

When you have chosen to pay by instalments, details of the due date for the instalments can be found on your Certificate of Insurance.





# How we calculate your basic premium

## Your premium

The premium is the amount we charge you for your policy, and is shown on your Certificate of Insurance. Your premium is made up of the following:

- the basic premium we have calculated for your policy based on our assessment of the risk;
- a Fire Services Levy, Fire and Emergency Services Levy or similar if applicable; and
- mandatory Government charges such as GST and Stamp Duty.

Your basic premium reflects our view of the likelihood and potential value of a claim being made under your policy. The greater the likelihood and/or potential value of a claim, the higher the basic premium charged.

We calculate this by assessing certain significant factors. The significance of each factor we use can change and how they are combined to derive a premium may differ from one policy to another.

For more information about your premium and how it is calculated, please refer to the Premium, Excess and Discount Guide which can be found:



At [bankwest.com.au/personal/insurance/home-and-contents-insurance](https://bankwest.com.au/personal/insurance/home-and-contents-insurance); or



Call us on **13 24 23**.



# The cover we offer

We will provide cover for the following Insured Events if they occur during the Period of Insurance.

They are subject to:

- the type of cover you select;
- General Exclusions (see pages 38 to 41); and
- any specific exclusion as described under the Insured Event.

The type of cover you have selected is stated on your Certificate of Insurance and determines which of the following Cover Benefits and Cover Options that apply.



# Comprehensive Cover

In this section, we outline what you're covered for under Comprehensive Cover.

## What is covered?

You are covered up to your sum insured for loss or damage to your vehicle, if any of the following Insured Events happen during your Period of Insurance:

- Collision or impact damage
- Fire
- Legal liability
- Storm, hail or flood
- Theft or attempted theft
- Vandalism or malicious acts.

You are not covered if an exclusion applies. These are listed either as:

- a General Exclusion (please refer to pages 38 to 41); or
- under 'What is not covered' for each Insured Event.

Limits apply please see pages 7 to 8.

For information on how we settle your claim, please see pages 49 to 53.

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## Insured Events

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### Collision or impact damage

#### What is covered

You are covered for damage caused to your vehicle (including damage to your windscreen, window and sunroof glass) by an incident involving a collision or impact, unless it was committed with the intention of causing damage or with reckless disregard of the consequences by:

- you; or
- a person with your consent.

You are also covered for any amount you legally have to pay another person for loss or damage to someone else's property. Please refer to the Insured Event 'Legal liability' on pages 18 to 19.

#### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.



## Fire damage

### What is covered

You are covered for damage caused to your vehicle by fire, unless the fire was started with the intention of causing damage or with reckless disregard of the consequences by:

- you; or
- a person with your consent.

You are also covered for any amount you legally have to pay another person for damage to someone else's property. Please refer to the Insured Event 'Legal liability' on this page.

### What is not covered

We will not cover damage caused by fire within the first 24 hours of the commencement of your policy unless:

- your policy is a renewal or replacement of similar insurance and there has been no break in cover; or
- you have owned your vehicle for less than 24 hours prior to the commencement of this cover.

You are also not covered as described in the General Exclusions listed on pages 38 to 41.

## Legal liability

### What is covered

You are covered for up to \$20 million if you legally have to pay another person for loss of or damage to their property caused by:

- your vehicle as a result of an event which is partly or fully your fault; and/or
- a caravan or trailer towed by your vehicle as a result of an event which is partly or fully your fault.

The cover under this section extends to liabilities incurred by:

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

This cover includes reasonable legal costs and expenses for settling or defending the claim made against you or any other person seeking cover under this section if you or they have received prior written approval from us, which will not be unreasonably withheld.

The most we will pay for all claims, including legal costs and expenses, under Legal liability is up to \$20 million in total.

### What is not covered

We will not cover you or any other person:

- for loss of or damage to your own property, your family's property or property which is in your possession, custody or control;
- any property that is rented and occupied by you;



- for any legal costs and expenses relating to any criminal or traffic proceedings;
- for liability which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability;
- for any bodily injury or death to any person;
- if you or any driver of your vehicle agrees to accept liability, except if liability would have existed anyway;
- for any amount for exemplary, punitive or aggravated damages;
- if the event is not accidental, unexpected and unforeseen; or
- if a General Exclusion applies (see pages 38 to 41).

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## Storm, hail or flood damage

### What is covered

You are covered for damage to your vehicle caused by a storm, hail or flood.

### What is not covered

We will not cover damage caused by a storm, hail or flood within the first 24 hours of the commencement of your policy unless:

- your policy is a renewal or replacement of similar insurance and there has been no break in cover; or

- you have owned your vehicle for less than 24 hours prior to the commencement of this cover.

You are also not covered as described in the General Exclusions listed on pages 38 to 41.

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## Theft of keys

### What is covered

You are covered if the keys to your vehicle are stolen.

We will pay for the replacement of keys to your vehicle and the necessary re-coding of the locks if you report the theft of your keys to the police.

If we pay your claim under this Insured Event, the most we will pay in respect of any one event is the amount it costs to re-key and/or re-code your vehicle up to \$2,000 less your applicable excess/es.

### What is not covered

We will not cover you for keys that were stolen and not reported to the police.

You are also not covered as described in the General Exclusions listed on pages 38 to 41.



## Theft or attempted theft

### What is covered

You are covered for loss of or damage to your vehicle if your vehicle is:

- damaged in an attempt to steal it or the items from inside it;
- stolen and found damaged; or
- stolen and not found;

unless it was committed with the intention of causing damage or with reckless disregard of the consequences by:

- you; or
- a person with your consent.

You must report the theft or attempted theft to the police.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.

## Vandalism or malicious act

### What is covered

You are covered for loss of or damage to your vehicle caused by vandalism or a malicious act, unless it was committed with the intention of causing damage or with reckless disregard of the consequences by:

- you; or
- a person with your consent.

You must report the vandalism or malicious act to the police.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.

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## Cover Benefits

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You may also be entitled to the following Cover Benefits set out in this section.

You can make a claim for Cover Benefits when an Insured Event we cover happens during the policy period and we have agreed to pay your claim.

These benefits are paid on top of your sum insured.

### Accidental death

#### What is covered

If the driver of your vehicle dies as a direct result of an Insured Event, we will pay the estate of the deceased \$10,000 provided:

- we have accepted a claim for loss or damage to your vehicle;

- the death occurs within 12 months of the injury; and
- a death certificate from a qualified and registered member of the medical profession is provided to us to confirm the cause of death.

#### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.



## Baby capsules and child seats

### What is covered

If the baby capsule/s or child seat/s fitted to your vehicle are damaged or stolen as a result of an Insured Event, we will pay you up to \$500 per claim towards the replacement of the baby capsule/s or child seat/s, provided we have accepted a claim for loss or damage to your vehicle.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.

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## Domestic pets

### What is covered

If your domestic pet/s are injured as a result of an Insured Event, we will pay the reasonable veterinary expenses provided by a qualified and registered veterinarian up to \$1,000 provided:

- we have accepted a claim for loss or damage to your vehicle; and
- your domestic pet/s are secured or restrained in your vehicle at the time of the incident; and
- you provide us with the accounts, invoices or correspondence we request.

### What is not covered

You are not covered for any costs that are incurred after the death of your domestic pet/s.

You are not covered as described in the General Exclusions listed on pages 38 to 41.

## Emergency accommodation costs

### What is covered

We will pay you up to \$600 towards the cost of emergency accommodation provided:

- we have accepted a claim for loss or damage to your vehicle;
- the event occurs more than 200 kilometres from your home;
- your vehicle cannot be safely driven; and
- you have provided us with all the accounts and receipts for any emergency accommodation costs.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.

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## Emergency repairs

### What is covered

If emergency repairs to your vehicle are necessary to enable you to drive your vehicle home or to a repairer, we will pay you up to \$800 towards emergency repair costs provided:

- we have accepted a claim for loss or damage to your vehicle; and
- you provide us with all the accounts and receipts for any emergency repairs completed.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.



## Hire car following theft

### What is covered

If you lodge a claim as a result of 'Theft or attempted theft' (see page 20), we will arrange for you to be provided with a hire car:

- until your vehicle is returned to you undamaged;
- until we repair your vehicle and return it to you;
- until we settle your claim by paying the sum insured; or
- for a maximum of 14 days, whichever happens first.

### What is not covered

You are not covered for:

- the costs of the hire car unless it has been arranged by or approved by us (such approval will not be unreasonably withheld);
- running costs (including the cost of fuel used) or any additional hire costs such as bonds and deposits;
- any loss of or damage to the hire car;
- liability arising from the use of the hire car; and
- any insurance excess or other costs which you may be liable for under the hire car agreement.

You are also not covered as described in the General Exclusions listed on pages 38 to 41.

### Conditions

The most we will pay in respect to any one claim is up to:

- \$75 for each 24 hour period of car hire up to 14 days in total; or
- \$30 per day up to 14 days if a hire car is not available.

If you withdraw your claim or we deny your claim, you must reimburse us for any costs that we have already covered.

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## Personal items other than mobile phones, computers, business tools and cash

### What is covered

If your personal items are damaged or stolen as a result of an Insured Event, we will pay you up to \$1000 towards replacement costs for mobility device/s and disability aid/s; and \$500 for other personal items, provided we have accepted a claim for loss or damage to your vehicle, and:

- the items were damaged in your vehicle;
- stolen from your locked vehicle with evidence of forced entry; or
- stolen at the same time as your vehicle.

### What is not covered

You are not covered for loss of or damage to:

- mobile phones;
- computers including laptops and tablets;
- cash, credit/debit cards or negotiable instruments;
- tools of trade or items used for business purposes; and
- baby capsules and child seats under this Cover Benefit (please refer to page 21 for cover).

You are also not covered as described in the General Exclusions listed on pages 38 to 41.





## Replacement of a new vehicle after a total loss (new for old)

### What is covered

If you suffer a total loss, we will apply the practice described under the heading 'Conditions' below, provided:

- we have accepted a claim for loss or damage to your vehicle; and
- your vehicle is in its first 24 months of registration; and
- you are the first registered owner of the vehicle.

### What is not covered

You are not covered if your vehicle was a demonstrator model.

You are also not covered as described in the General Exclusions listed on pages 38 to 41.

### Conditions

If a replacement vehicle is available within Australia, we will:

- replace your vehicle with a vehicle of the same make, model;
- replace any modifications and/or accessories that were fitted to your vehicle and stated on your Certificate of Insurance; and
- pay the on-road costs including the first 12 months' Registration and Compulsory Third Party (CTP) insurance. Any refund you obtain from your original registration and CTP insurance must be paid to us.

If we replace your vehicle, your policy will continue to cover your new replacement vehicle until the end of the Period of Insurance.

If a replacement vehicle is not currently available within Australia, we will pay you the sum insured of your vehicle as shown on your current Certificate of Insurance. If we pay you the sum insured, your policy will come to an end and no refund of premium will be due to you. This is because we have treated your vehicle as a total loss and paid you to the extent allowed under your policy. There will be no refund of premium because the policy has been used in its entirety. (Our premiums are calculated on an annual basis and payable upon commencement of your policy, even though we provide the option for you to pay premiums in monthly instalments.)

Where your vehicle is under finance, we will require written consent from your financier before we can authorise replacement of your vehicle.

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## Substitute vehicle

### What is covered

If you legally have to pay another person for loss of or damage to their property caused by a substitute vehicle you have the legal use of, we will pay up to \$20 million, provided:

- your vehicle can't be driven as a result of an Insured Event (and we have accepted the claim), mechanical breakdown or servicing during the Period of Insurance;
- you have the legal use of the substitute vehicle; and
- the substitute vehicle does not belong to you.



## What is not covered

You are not covered for liability:

- if we have already accepted a claim for the total loss of your vehicle;
- if the substitute vehicle is one that we have organised for you under the Hire car following theft Cover Benefit or the Hire car following incident Cover Option;
- if the substitute vehicle is unregistered;
- for loss of or damage to the substitute vehicle;
- for loss of or damage to your own property, your family's property or property which is in your possession, custody or control;
- for any legal costs and expenses relating to any criminal or traffic proceedings;
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability;
- for any bodily injury or death to any person;
- if you agree to accept liability, except if liability would have existed anyway;
- for any amount for exemplary, punitive or aggravated damages;
- if the event is not accidental, unexpected and unforeseen by you; or
- if a General Exclusion applies (see pages 38 to 41) or would otherwise apply if you were driving your vehicle instead of the substitute vehicle.

## Temporary cover for replacement vehicle

### What is covered

If you replace your vehicle with another vehicle during your Period of Insurance, we will give you up to 14 consecutive days of temporary cover for your replacement vehicle, before you need to tell us about it.

The temporary cover applying to your replacement vehicle will be:

- the same Cover Type noted on your Certificate of Insurance; and
- for up to 14 days or until the expiry date of your current Period of Insurance, whichever comes first.

We will cover your replacement vehicle after the temporary cover period of 14 days if within 14 days of taking ownership you:

- provide us with the full details of the replacement vehicle;
- receive our agreement to cover your replacement vehicle; and
- pay us any additional premium required.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.



## Towing and storage costs

### What is covered

If your vehicle is damaged as a result of an Insured Event, leaving it un-roadworthy or unsafe to drive, provided that we have accepted a claim for loss or damage to your vehicle, we will pay the reasonable cost on top of your sum insured for the removal, towing and storage of your vehicle at:

- the nearest repairer; or
- if your request is reasonable, any other place.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.

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## Trailers and caravans

### What is covered

If you suffer loss or damage to a trailer or caravan that is attached to your vehicle as a result of an Insured Event, we will pay you up to \$1,000 towards repair or replacement costs, provided:

- we have accepted a claim for loss or damage to your vehicle; and
- the trailer or caravan was attached to your vehicle at the time of the event.

We may ask for evidence that you owned the property or for evidence as to the value of the property being claimed as stated on page 50.

### What is not covered

You are not covered for loss or damage:

- to personal items being carried in or on the trailer or caravan; and
- to a caravan or trailer which was being used for business or carrying goods for trade purposes.

You are not covered as described in the General Exclusions listed on pages 38 to 41.

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## Transportation costs

### What is covered

If your vehicle is damaged leaving it un-roadworthy or unsafe to drive, we will pay up to \$500 for transportation to return you and your family home, and to collect your vehicle when it has been repaired provided:

- we have accepted a claim for loss or damage to your vehicle; and
- you have provided us with all the accounts and receipts for any transportation costs.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.



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## Cover Options

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You may be eligible to add one or more of the following Cover Options to your policy.

If you have selected any options and paid the additional premium where applicable, it will be stated on your Certificate of Insurance.

With the exception of the 'Driver age restriction' Cover Option, if you have added a Cover Option to your policy, you can claim under that Cover Option if we have agreed to pay your claim due to an incident covered by your policy.

### Driver age restriction

#### How this option works

If you select this option, you are entitled to pay a reduced premium to reduce your cover.

The reduction in cover means you will not be covered for any loss, damage or liability while your vehicle is being driven by a person who is under 30 years of age.

#### What is not covered

This Cover Option is not available:

- for certain vehicle types (for example, certain high-performance vehicles); or
- if you have any declared drivers under 30 years of age on your policy.

You are not covered as described in the General Exclusions listed on pages 38 to 41.

#### Conditions

We will provide cover if your vehicle is being driven by, or in the control of, a person under 30 years of age:

- in the course of a mechanical service;
- in the course of providing a valet parking service;
- paid by you to repair or test your vehicle where they are qualified to do so;

- who is an attendant at a car park or car wash service; or
  - who is subsequently convicted of theft or illegal use of your vehicle.
- 

### Hire car following incident

#### What is covered

If you select this option and suffer loss or damage to your vehicle from an incident, we will organise for you to be provided with a hire car. We will provide this benefit from the later of the date:

- the repairs to your vehicle are authorised by us; or
- your vehicle is made available for repairs to commence.

We will also provide this benefit:

- until your vehicle is repaired and returned to you;
- until we settle your claim by paying the sum insured; or
- for a maximum of 14 days, whichever happens first.



## What is not covered

You are not covered for:

- the costs of the hire car unless it has been arranged by us or approved by us (such approval will not be unreasonably withheld);
- running costs (including the cost of fuel used) or any additional hire costs such as bonds and deposits;
- any loss of or damage to the hire car;
- liability arising from the use of the hire car; and
- any insurance excess or other costs which you may be liable for under the hire car agreement.

You are not covered as described in the General Exclusions listed on pages 38 to 41.

## Conditions

The most we will pay in respect to any one Insured Event is up to:

- \$75 for each 24 hour period of vehicle hire up to 14 days in total; or
- \$30 per day if a hire car is not available.

If you withdraw your claim or we refuse your claim in relation to your vehicle, you must reimburse us for any costs that we have already covered under this section.

## Optional additional basic excess

If you have selected this option it will be shown on your Certificate of Insurance and a reduced premium applies.

You can select an additional excess in addition to any Basic excess payable on your policy. Should you select this Cover Option then in the event of a claim you will contribute a higher amount to the value of your claim. This means you are accepting a larger proportion of any loss for a reduced premium.

The Optional additional basic excess selected by you is paid in addition to your Basic excess (Basic excess + Optional additional basic excess).

For more information about the Optional additional basic excess options available, please refer to the Premium, Excess and Discount Guide which can be found:



At [bankwest.com.au/personal/insurance/car-insurance](https://bankwest.com.au/personal/insurance/car-insurance); or



Call us on **13 24 23**.

## What is not covered

You are not covered under this Cover Option for loss or damage as described in the General Exclusions listed on pages 38 to 41.



## Protected no claim discount

### What is covered

If you lodge a claim which would normally reduce your No Claim Discount (NCD) or Rating on your next renewal, your NCD or Rating will not be affected by that claim.

This Cover Option:

- can only be selected if your policy's NCD is 65% or Rating 1 and above; and
- applies to the first claim in a Period of Insurance.

For more information as to how your NCD or Rating is calculated and applied, refer to page 47.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.

## Removal of excess for glass damage

### What is covered

Where only your windscreen or window glass (including sunroof glass) is damaged as a result of an Insured Event during your Period of Insurance, you will not be required to pay an excess for that claim. This Cover Option applies to one claim in a Period of Insurance.

We will:

- repair your windscreen or window glass where it is reasonably practicable and economic to do so; or
- replace the windscreen or window glass in your vehicle where it is not reasonably practicable and economic to repair it.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.



# Third Party Property Damage, Fire and Theft Cover

In this section, we outline what you're covered for under Third Party Property Damage, Fire and Theft Cover.

## What is covered?

You are covered up to your sum insured for loss or damage to your vehicle if any of the following Insured Events we cover happen during your Period of Insurance:

- Damage from an identified uninsured driver
- Fire
- Legal liability
- Theft and attempted theft.

You are not covered if an exclusion applies. These are listed either as:

- a General Exclusion (please refer to pages 38 to 41); or
- under 'What is not covered' for each Insured Event.

Limits apply please see page 8.

For information on how we settle your claim, please see pages 49 to 53.

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## Insured Events

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### Damage from an identified uninsured driver

#### What is covered

You are covered for damage to your vehicle caused by a collision with another vehicle if the collision is not your fault and the:

- vehicle at fault is uninsured or the driver at fault has insurance but it does not cover the damage; and
- collision occurs within the Period of Insurance.

We will pay up to \$5,000 (inclusive of towing and storing your vehicle) for any one event if:

- we agree the damage was the fault of the uninsured driver;
- you provide us with the name, address and phone number of the uninsured driver;
- you provide us with the registration number of the vehicle the uninsured driver was driving; and
- you did not contribute to the cause of the collision.



## What is not covered

We will not cover you if the Insured Event is not accidental, unexpected and unforeseen by you.

You are not covered as described in the General Exclusions listed on pages 38 to 41.

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## Fire damage

### What is covered

You are covered for damage caused to your vehicle by fire.

You are also covered for any amount you legally have to pay another person for damage to someone else's property. Please refer to the Insured Event 'Legal liability' on this page.

### What is not covered

We will not cover damage caused by fire within the first 24 hours of the commencement of your policy unless:

- your policy is a renewal or replacement of similar insurance and there has been no break in cover; or
- you have owned your vehicle for less than 24 hours prior to the commencement of this cover.

You are not covered as described in the General Exclusions listed on pages 38 to 41.

## Legal liability

### What is covered

You are covered for up to \$20 million if you legally have to pay another person for loss of or damage to their property caused by:

- your vehicle as a result of an event which is partly or fully your fault; and/or
- a caravan or trailer towed by your vehicle as a result of an event which is partly or fully your fault.

The cover under this section extends to liabilities incurred by:

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

This cover includes reasonable legal costs and expenses for settling or defending the claim made against you or any other person seeking cover under this section if you or they have received prior written approval from us, which will not be unreasonably withheld.

The most we will pay for all claims, including legal costs and expenses, under Legal liability is up to \$20 million in total.

### What is not covered

We will not cover you or any other person:

- for loss of or damage to your own property, your family's property or property which is in your possession, custody or control;
- any property that is rented and occupied by you;





- for any legal costs and expenses relating to any criminal or traffic proceedings;
- for liability which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability;
- for any bodily injury or death to any person;
- if you or any driver of your vehicle agrees to accept liability, except if liability would have existed anyway;
- for any amount for exemplary, punitive or aggravated damages;
- if the event is not accidental, unexpected and unforeseen; or
- if a General Exclusion applies (see pages 38 to 41).

## Theft or attempted theft

### What is covered

You are covered for loss of or damage to your vehicle if your vehicle is:

- damaged in an attempt to steal it or the items from inside it;
- stolen and found damaged; or
- stolen and not found.

You must report the theft or attempted theft to the police.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.

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## Cover Benefits

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You may also be entitled to the following Cover Benefits set out in this section.

You can make a claim for cover benefits when an incident we cover happens during the policy period and we have agreed to pay your claim.

These benefits are paid on top of your sum insured.

### Substitute vehicle

#### What is covered

If you legally have to pay another person for loss of or damage to their property caused by a substitute vehicle you have the legal use of, we will pay up to \$20 million, provided:

- your vehicle can't be driven as a result of an Insured Event (and we have accepted the claim), mechanical breakdown or servicing during the Period of Insurance;
- you have the legal use of the substitute vehicle; and
- the substitute vehicle does not belong to you.



## What is not covered

You are not covered for liability:

- if we have already accepted a claim for the total loss of your vehicle;
- if the substitute vehicle is one that we have organised for you under the Hire car following theft Cover Benefit or the Hire car following incident Cover Option;
- if the substitute vehicle is unregistered;
- for loss of or damage to the substitute vehicle;
- for loss of or damage to your own property, your family's property or property which is in your possession, custody or control;
- for any legal costs and expenses relating to any criminal or traffic proceedings;
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability;
- for any bodily injury or death to any person;
- if you agree to accept liability, except if liability would have existed anyway;
- for any amount for exemplary, punitive or aggravated damages;
- if the event is not accidental, unexpected and unforeseen by you; or
- if a General Exclusion applies (see pages 38 to 41) or would otherwise apply if you were driving your vehicle instead of the substitute vehicle.

## Temporary cover for replacement vehicle

### What is covered

If you replace your vehicle with another vehicle during your Period of Insurance, we give you up to 14 consecutive days of temporary cover for your replacement vehicle, before you need to tell us about it.

The temporary cover applying to your replacement vehicle will be:

- the same Cover Type noted on your Certificate of Insurance; and
- for up to 14 days or until to the expiry date of your current Period of Insurance, whichever comes first.

We will cover your replacement vehicle after the temporary cover period of 14 days, if within 14 days of taking ownership you:

- provide us with the full details of the replacement vehicle;
- receive our agreement to cover your replacement vehicle; and
- pay us any additional premium required.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.



## Towing and storage costs

### What is covered

If your vehicle is damaged as a result of an Insured Event, leaving it un-roadworthy or unsafe to drive, provided that we have accepted a claim for loss or damage to your vehicle, we will pay the reasonable cost on top of your sum insured for the removal, towing and storage of your vehicle at:

- the nearest repairer; or
- if your request is reasonable, any other place.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.



# Third Party Property Damage Cover

In this section, we outline what you're covered for under Third Party Property Damage Cover.

## What is covered?

You are covered for loss or damage to other people's property if the following Insured Events we cover happens during your Period of Insurance:

- Damage from an identified uninsured driver
- Legal liability.

You are not covered if an exclusion applies. These are listed either as:

- a General Exclusion (please refer to pages 38 to 41); or
- under 'What is not covered' for each Insured Event.

Limits apply please see page 9.

For information on how we settle your claim, please see pages 49 to 53.

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## Insured Events

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### Damage from an identified uninsured driver

#### What is covered

You are covered for damage to your vehicle caused by a collision with another vehicle if the collision is not your fault and the:

- vehicle at fault is uninsured or the driver at fault has insurance but it does not cover the damage; and
- collision occurs within the Period of Insurance.

We will pay up to \$5,000 (inclusive of towing and storing your vehicle) for any one event if:

- we agree the damage was the fault of the uninsured driver;

- you provide us with the name, address and phone number of the uninsured driver; and
- you provide us with the registration number of the vehicle the uninsured driver was driving; and
- you did not contribute to the cause of the collision.

#### What is not covered

We will not cover you if the Insured Event is not accidental, unexpected and unforeseen by you.

You are also not covered as described in the General Exclusions listed on pages 38 to 41.



## Legal liability

### What is covered

You are covered for up to \$20 million if you legally have to pay another person for loss of or damage to their property caused by:

- your vehicle as a result of an event which is partly or fully your fault; and/or
- a caravan or trailer towed by your vehicle as a result of an event which is partly or fully your fault.

The cover under this section extends to liabilities incurred by:

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

This cover includes reasonable legal costs and expenses for settling or defending the claim made against you or any other person seeking cover under this section if you or they have received prior written approval from us, which will not be unreasonably withheld.

The most we will pay for all claims, including legal costs and expenses, under Legal liability is up to \$20 million in total.

### What is not covered

We will not cover you or any other person:

- for loss of or damage to your own property, your family's property or property which is in your possession, custody or control;
- any property that is rented and occupied by you;
- for any legal costs and expenses relating to any criminal or traffic proceedings;
- for liability which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability;
- for any bodily injury or death to any person;
- if you or any driver of your vehicle agrees to accept liability, except if liability would have existed anyway;
- for any amount for exemplary, punitive or aggravated damages;
- if the event is not accidental, unexpected and unforeseen, or
- if a General Exclusion applies (see pages 38 to 41).



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## Cover Benefits

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You may also be entitled to the following Cover Benefits set out in this section.

You can make a claim for Cover Benefits when an incident we cover happens during the policy period and we have agreed to pay your claim.

These benefits are paid on top of your sum insured.

### Substitute vehicle

#### What is covered

If you legally have to pay another person for loss of or damage to their property caused by a substitute vehicle you have the legal use of, we will pay up to \$20 million, provided:

- your vehicle can't be driven as a result of an Insured Event (and we have accepted the claim), mechanical breakdown or servicing during the Period of Insurance;
- you have the legal use of the substitute vehicle; and
- the substitute vehicle does not belong to you.

#### What is not covered

You are not covered for liability:

- if we have already accepted a claim for the total loss of your vehicle;
- if the substitute vehicle is one that we have organised for you under the Hire car following theft Cover Benefit or the Hire car following incident Cover Option;
- if the substitute vehicle is unregistered;
- for loss of or damage to the substitute vehicle;

- for loss of or damage to your own property, your family's property or property which is in your possession, custody or control;
- for any legal costs and expenses relating to any criminal or traffic proceedings;
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability;
- for any bodily injury or death to any person;
- if you agree to accept liability, except if liability would have existed anyway;
- for any amount for exemplary, punitive or aggravated damages;
- if the event is not accidental, unexpected and unforeseen by you; or
- if a General Exclusion applies (see pages 38 to 41) or would otherwise apply if you were driving your vehicle instead of the substitute vehicle.



## Temporary cover for a replacement vehicle

### What is covered

If you replace your vehicle with another vehicle during your Period of Insurance, we give you up to 14 consecutive days of temporary cover for your replacement vehicle, before you need to tell us about it.

The temporary cover applying to your replacement vehicle will be:

- the same Cover Type noted on your Certificate of Insurance; and
- for up to 14 days or until to the expiry date of your current Period of Insurance, whichever comes first.

We will cover your replacement vehicle after the temporary cover period of 14 days, if within 14 days of taking ownership you:

- provide us with the full details of the replacement vehicle; and
- pay us any additional premium required.

### What is not covered

You are not covered as described in the General Exclusions listed on pages 38 to 41.



# General Exclusions

The following General Exclusions apply to all sections of this policy.

Under this policy there is no cover provided for any loss, damage or liability caused directly or indirectly by or in any way connected with:

1. your vehicle being driven by you, a member of your family or any person with your permission when the driver of your vehicle:
  - is under the influence of, or their judgement is affected by, any drug or alcohol;
  - has more than the legal limit of alcohol in their body permitted by law in the State or Territory where the incident occurs;
  - has an illegal drug in their body; or
  - refuses to submit to any test to determine the level of alcohol or drug in their blood when reasonably requested by the relevant authorities.

This exclusion does not apply if you prove that you did not know and should not have reasonably known that the driver was likely to:

- be under the influence of, or their judgement was likely to be affected by, any drug or alcohol;
- have more than the legal limit of alcohol in their body permitted by law; or
- have an illegal drug in their body.

We do not cover the legal liability of the driver and may seek to recover any or all costs for loss or damage from the driver directly;

2. your vehicle being driven by you, a member of your family or any person with your permission when the driver of your vehicle is not licensed to drive your vehicle. This includes where:
  - they do not hold a current licence to drive in Australia;
  - they do not comply with any licence restrictions;
  - their driver's licence is cancelled or suspended;
  - they are not complying with any special conditions imposed on their licence; or
  - a learner driver was not accompanied by a licensed driver as per the licencing requirements of your relevant State or Territory.

This exclusion does not apply if you prove that you did not know and could not reasonably have found out that the driver of your vehicle was not licensed to drive your vehicle. We do not cover the legal liability of the driver and may seek to recover any or all costs for loss or damage from the driver directly;

3. your vehicle being driven by you, a member of your family or any person with your permission when the driver of your vehicle has been advised they should not be driving a vehicle. This includes:
  - any medical condition, disability or medical procedure that may affect their ability to drive; and/or
  - where medication being consumed may affect their ability to drive.

This exclusion does not apply if you prove that you did not know and could not reasonably have found out that the driver of your vehicle was advised not to drive a vehicle. We do not cover the legal liability of the driver and may seek to recover any or all costs for loss or damage from the driver directly;





4. your vehicle being driven by a declined driver as listed on your Certificate of Insurance;
5. your vehicle being driven by a person under 30 years of age if you have selected the 'Driver age restriction' Cover Option (see page 26), unless the driver of your vehicle was:
  - driving the vehicle in the course of a mechanical service;
  - providing a valet parking service;
  - paid by you to repair or test your vehicle where they are qualified to do so;
  - an attendant in a car park or car wash service; or
  - subsequently convicted of theft or illegal use of your vehicle;
6. your vehicle being used for hire, fare or reward at the time of the incident giving rise to the claim (including where your vehicle is being used as a ride sharing service, delivery service or similar). This exclusion does not apply if at the time giving rise to the claim:
  - the vehicle is being used for car pool or child care arrangements; or
  - your full-time employer pays you a travelling allowance;
7. any act intended to cause damage, or an act committed with reckless disregard of the consequences by you or the driver of your vehicle whether or not they are insured under this policy;
8. any illegal or unlawful act committed by you or the driver of your vehicle whether or not they are insured under this policy;
9. a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused intentionally by or involving:
  - you;
  - a declared driver; or
  - any person who is acting with your express or implied consent;
10. incidents occurring outside Australia;
11. towing your vehicle illegally or allowing it to be towed illegally;
12. any:
  - deterioration;
  - wear;
  - tear;
  - failure to keep your vehicle in good working order and repair which means it had unrepaired damage or some other defect that made it unsafe to drive;
  - insufficient maintenance;
  - fading;
  - rust;
  - erosion; or
  - other forms of corrosion,of your vehicle, provided we will only apply this exclusion to the affected part and if the loss, damage or liability is directly caused by one or more of these factors;
13. mould, mildew or dampness;
14. your vehicle being used whilst it is unsafe or un-roadworthy which contributed to the incident/claim;
15. your vehicle not meeting the registration requirements of your relevant State or Territory;



16. your vehicle being used to carry:
  - more passengers than your vehicle is legally permitted to carry by law;
  - more passengers than the driver is permitted to carry by law;
  - any load which is not secured according to law;
  - any load over the legal limit; or
  - any load above the limit specified by your vehicle's manufacturer;
17. you or the driver of your vehicle not taking reasonable steps to secure your vehicle after it has:
  - broken down;
  - been damaged in an incident; or
  - been found after it was stolen;
18. you or the driver of your vehicle not taking all reasonable precautions to prevent loss or damage to your vehicle;
19. the lawful seizure, confiscation, impoundment or requisition of your vehicle;
20. any financial loss, including the loss of:
  - your vehicle's value after being repaired;
  - wages or commission because you cannot use your vehicle;
  - the use of your vehicle requiring you to hire a substitute vehicle (except where your policy specifically offers cover for a hire car or transportation costs);
  - medical expenses;
  - your time (cost of any inconvenience);
  - costs relating to stress or anxiety; and/or
  - your vehicle as a result of it being legally taken or confiscated;
21. your vehicle or substitute vehicle:
  - participating in any motor sport, time trial or any other form of street or motor racing;
  - being tested in preparation for any motor sport or time trial; or
  - being used in connection with the motor trade for experiments, tests, trials or demonstration purposes;
22. any incident that is not caused by an Insured Event during the Period of Insurance;
23. any claim made for an incident occurring before the policy commences or after it has expired, lapsed or cancelled;
24. faulty repairs to your vehicle, unless we have authorised the repairs;
25. the use of your vehicle while it is on consignment;
26. any action connected with or taken to control, prevent or suppress invasion, acts of foreign enemies, hostilities, war or warlike operations (whether war is declared or not), civil war, rebellion, revolution, riot, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or any looting, sacking or pillaging following any of these acts;
27. the use, existence or escape of nuclear weapons, material or ionising radiation from, or contamination by radioactivity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel. This includes nuclear pollution or contamination;
28. biological or chemical contamination from any source;



29. asbestos or derivatives of asbestos of any kind;
30. flammable substances, dangerous or hazardous goods where the quantities stored exceed statutory limits or other required limitations by a statutory authority;
31. any cleaning process including the use of any chemicals or bleach;
32. any incident which is insurable under any statutory or compulsory insurance contract or any statutory or compulsory insurance or compensation scheme or fund.
39. the replacement cost of any fuel in your vehicle;
40. loss or damage to any electronic/ computer components of your vehicle caused by:
  - user error or misuse; or
  - computer viruses including but not limited to malware, spamming, spyware, worms, trojan or any other exploits;
41. re-coding, re-installing or replacing non-standard electronically stored data or files.

We will also not cover:

33. structural, mechanical, electrical, electronic failure or breakdown of your vehicle;
34. loss or damage to your vehicle's tyres caused by road cuts, punctures, bursts or braking;
35. any loss or damage caused by birds, rats, mice, possums, rodents, insects and other vermin including but not limited to cockroaches, termites, flies, moths or lice;
36. any loss or damage caused by the use of incorrect fluids in your vehicle including but not limited to fuel, gas, oil, water, lubricants and/or coolants;
37. compensation for distress, inconvenience or other non-financial loss;
38. replacement of that part or those parts of a set (for example, wheels) of your vehicle that are not lost or damaged when another part or parts of that set are lost or damaged;



# Excesses

An excess is the amount you need to contribute when we pay a claim.

Applicable excesses are stated on your Certificate of Insurance. Depending on the incident, when you make a claim:

- some excess/es may not apply; or
- more than one type of excess may apply. Please refer to the appropriate cover section and your Certificate of Insurance.

Where an excess applies you may choose to:

- have the excess deducted from any settlement amount we pay directly to you (or your credit provider);
- have the excess deducted from any invoice we receive from a repairer or supplier (if applicable) which will mean that you will be responsible for paying the amount of excess directly to them; or
- pay the excess to us.

For more information about excesses, please refer to the Premium, Excess and Discount Guide which can be found:



At [bankwest.com.au/personal/insurance/car-insurance](https://bankwest.com.au/personal/insurance/car-insurance); or



Call us on **13 24 23**.



## Excess/es that may apply when you make a claim

All excess amounts that apply to your policy are stated on your Certificate of Insurance.

Excess type	How the excess is applied
<b>Basic excess</b>	<p>This excess applies to all claims, however it is not payable if:</p> <ul style="list-style-type: none"><li>• the driver of your vehicle or your vehicle did not contribute to the cause of the incident; or</li><li>• your vehicle was damaged whilst parked,</li></ul> <p>and you can provide us with the:</p> <ul style="list-style-type: none"><li>• driver/s name/s;</li><li>• driver/s address/es;</li><li>• driver/s telephone number/s; and</li><li>• registration number/s.</li></ul>
<b>Optional additional basic excess</b>	<p>This excess is selected by you (see page 27) and is paid in addition to the Basic excess (Basic excess + Optional additional basic excess).</p> <p>If you have selected this option, the Optional additional basic excess amount is listed on your Certificate of Insurance.</p>
<b>Age excess</b>	<p>This excess applies when the incident you are claiming for occurred while your vehicle was being driven by a person under 25 years of age and is stated as a declared driver on your Certificate of Insurance.</p> <p>The excess is not payable if your claim is for one of the following incidents:</p> <ul style="list-style-type: none"><li>• damage to your vehicle whilst parked;</li><li>• Fire damage (see page 18 for Comprehensive Cover and page 30 for Third Party Property Damage, Fire and Theft Cover);</li><li>• Storm, hail or flood damage (see page 19);</li><li>• Theft of keys (see page 19);</li><li>• Theft or attempted theft (see page 20 for Comprehensive Cover and page 31 for Third Party Property Damage, Fire and Theft Cover);</li><li>• Vandalism or malicious act (see page 20); or</li><li>• glass damage only.</li></ul> <p>This excess is also not payable if the driver of your vehicle or your vehicle did not contribute to the cause of the incident.</p> <p>This excess is in addition to the Basic excess, any Optional additional basic excess and any applicable Imposed excess.</p>



Excess type	How the excess is applied
<b>Undeclared young driver excess</b>	<p>This excess applies when the incident you are claiming for occurred while your vehicle was being driven by a person who is under 25 years of age, and not stated as a declared driver on your Certificate of Insurance.</p> <p>This excess is not payable if your vehicle was being driven by, or in control of, a person under 25 years of age:</p> <ul style="list-style-type: none"><li>• in the course of a mechanical service;</li><li>• in the course of providing a valet parking service;</li><li>• paid by you to repair or test your vehicle and is qualified to do so;</li><li>• who is an attendant at a car park or car wash service; or</li><li>• who is subsequently convicted of theft or illegal use of your vehicle.</li></ul> <p>The excess is also not payable if your claim is for the following:</p> <ul style="list-style-type: none"><li>• damage to your vehicle whilst parked;</li><li>• Fire damage (see page 18 for Comprehensive Cover and page 30 for Third Party Property Damage, Fire and Theft Cover);</li><li>• Storm, hail or flood damage (see page 19);</li><li>• Theft of keys (see page 19);</li><li>• Theft or attempted theft (see page 20 for Comprehensive Cover and page 31 for Third Party Property Damage, Fire and Theft Cover);</li><li>• Vandalism or malicious act (see page 20); or</li><li>• glass damage only.</li></ul> <p>This excess is also not payable if the driver of your vehicle or your vehicle did not contribute to the cause of the incident.</p> <p>This excess is in addition to the Basic excess, any Optional additional basic excess and any applicable Imposed excess.</p>



Excess type	How the excess is applied
<b>Inexperienced driver excess</b>	<p>If you have not selected the 'Driver age restriction' Cover Option or the option is not available (see page 26), this excess applies when the incident you are claiming for occurred while your vehicle was being driven by a person who is 25 years old or older and who has not held an Australian driver's licence (not including the time spent on a learners permit/licence) for at least 2 consecutive years.</p> <p>If you have selected the 'Driver age restriction' Cover Option (see page 26), this excess applies when the incident you are claiming for occurred while your vehicle was being driven by a person who is 30 years or older and who has not held an Australian driver's licence (not including the time spent on a learners permit/licence) for at least 2 consecutive years.</p> <p>The Inexperienced driver excess is stated on your Certificate of Insurance.</p> <p>This excess is not payable if your claim is for the following:</p> <ul style="list-style-type: none"><li>• damage to your vehicle whilst parked;</li><li>• Fire damage (see page 18 for Comprehensive Cover and page 30 for Third Party Property Damage, Fire and Theft Cover);</li><li>• Storm, hail or flood damage (see page 19);</li><li>• Theft of keys (see page 19);</li><li>• Theft or attempted theft (see page 20 for Comprehensive Cover and page 31 for Third Party Property Damage, Fire and Theft Cover);</li><li>• Vandalism or malicious act (see page 20); or</li><li>• glass damage only.</li></ul> <p>This excess is also not payable if the driver of your vehicle or your vehicle did not contribute to the cause of the incident.</p> <p>This excess is in addition to the Basic excess, any Optional additional basic excess and any applicable Imposed excess.</p>



Excess type	How the excess is applied
<b>Imposed excess</b>	<p>There are 2 types of imposed excesses which may be applied by us. The amount of any imposed excess is stated on your Certificate of Insurance.</p> <p><b>1. Imposed driver excess</b></p> <p>This excess applies to a specific declared driver because of that driver's insurance, incident or driving history. An Imposed driver excess applies when the incident you are claiming for occurred while your vehicle was being driven by the driver to whom the imposed driver excess applies.</p> <p><b>2. Imposed vehicle excess</b></p> <p>This excess applies because of the type of vehicle being insured, for example high - performance vehicles. An Imposed vehicle excess applies to all claims made under the policy in relation to this vehicle type.</p> <p>These excess/es are in addition to the Basic excess, any Optional additional basic excess, Age excess and Inexperienced age excess.</p>

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# No Claim Discount or Rating

The No Claim Discount or Rating is stated on your Certificate of Insurance. It is a reward system for good driving and claims history which applies to Comprehensive Cover only.

We calculate your NCD or Rating by looking at the number of years you have been driving and your claims and incident history in Australia, or a country we recognise.

## How claims lodged will affect your No Claim Discount or Rating

Each time we invite renewal of your policy, we will review your policy's NCD or Rating, based on any claims lodged during the expiring Period of Insurance.

Your NCD or Rating will either:

- increase by one level of entitlement;
- decrease by one level of entitlement for each claim; or
- remain the same.

The table shows how different claims can affect your NCD or Rating when you lodged a claim in the expiring Period of Insurance.

### Decrease your NCD or Rating

- At-fault incidents involving other parties.
- At-fault incidents where no other party was involved.
- Not at-fault incidents where the at-fault party cannot be identified.
- Damage whilst parked where the full identity of the responsible person is unknown.
- Theft of or theft from your vehicle where the identity of the responsible person is unknown.
- Theft of your keys (as per page 19 of the PDS).
- Malicious damage (including malicious fire damage) where the full identity of the responsible person is unknown.

### Increase (up to our maximum NCD or Rating)

- Not at-fault incidents where the at-fault party can be fully identified.
- Any other claim type where the responsible party can be fully identified.
- If no claims are lodged during the expiring Period of Insurance.

### No Change

- Fire (i.e. bushfire, house fire).
- Storm (including flood) or hail damage.
- Damage to your windscreen or window glass only if the damage is accidental.

If multiple claims are lodged (including different types of claims), each claim will be assessed for its effect on your policy's NCD or Rating, based on the criteria outlined above.

Where you have selected the Cover Option 'Protected No Claim Discount' (page 28 of the PDS), and you lodge a claim which would normally reduce your NCD or Rating on the next renewal, your NCD or Rating will not be affected by the first claim in a Period of Insurance.



# How to make a claim

## What you must do

You must:

- contact us as soon as practicable if you need to make a claim;
- take all reasonable steps to prevent any further loss or damage occurring;
- make all reasonable attempts to provide us with the full name/s, address/es and phone number/s of any drivers, passengers and witnesses involved;
- be truthful and frank with us at all times, otherwise we may refuse to pay your claim;
- cooperate and assist us with all of our enquiries which are reasonably necessary to assess your claim. This obligation applies until we have confirmed cover is available for the claim under your policy even if we have already paid some or all of the claim; and
- contact the police if the legal requirements of the State or Territory where the loss or damage occurs requires you to do so.

In addition, if your vehicle is stolen or maliciously damaged, you must also:

- contact the police within 72 hours of discovering the theft or malicious damage and keep a record of the incident number. We may require copies of the police report in order to process your claim; and
- tell us your entitlement to Input Tax Credits (ITC) for the amount payable for your policy if you are registered or should be registered for GST purposes. We will not cover you for any fines, penalties or tax charges if the information you provide to us is incorrect.

## What you must not do

You must not:

- admit guilt or liability to anyone involved in the incident;
- take any action which would prejudice or limit our rights of recovery;
- settle or attempt to settle any claim without our written consent that:
  - you may have against someone else that relates to an incident covered by this policy;
  - someone else may have against you in respect of which this policy requires us to indemnify you; or
- authorise any repairs or arrange for the replacement of any item except in the case of 'Emergency repairs' (see page 21).

If you do any of the above, we may refuse to pay your claim.



# The claim process

We may choose to outsource the management of all or part of the claims process to a dedicated Service Provider. That provider will always be chosen for their ability to deliver a quality claims service on our behalf and will be bound and measured by a Service Level Agreement.

## Examples of how we may settle a claim

For examples of how we may settle a claim, please refer to the Premium, Excess and Discount Guide which can be found:



At [bankwest.com.au/personal/insurance/car-insurance](https://bankwest.com.au/personal/insurance/car-insurance); or



Call us on 13 24 23.

## How we settle a claim

If we pay your claim we will in consultation with you:

- repair your vehicle where it is practicable and economical to do so;
- replace your vehicle where it is not practical and economic to repair it;
- pay you the reasonable cost you would incur to repair your vehicle if the repair cannot be undertaken by our repairers; or
- pay you either the agreed value or market value as shown on your current Certificate of Insurance if it is not practicable or economic to repair your vehicle and a replacement is not commercially available in Australia.

The process above does not apply to 'Replacement of a new vehicle after a total loss (new for old)' benefit because there are specific conditions under that benefit which apply instead (see page 23).

The amount we pay will be reduced by any applicable excess/es and/or outstanding premium.

Depending on the cover you select, we will also pay the cost of the following Cover Benefits and Cover Options in addition to your sum insured:

- Accidental death (see page 20);
- Baby capsules and child seats (see page 21);
- Domestic pets (see page 21);
- Emergency accommodation costs (see page 21);
- Emergency repairs (see page 21);
- Hire car following theft (see page 22);
- Personal items other than mobile phones, computers, business tools and cash (see page 22);
- Towing and storage costs (see page 25);



- Trailers and caravans (see page 25);
- Transportation costs (see page 25); and
- Hire car following an incident (when this Cover Option is selected) (see pages 26 to 27).

## Proof of loss and ownership

You must provide us with all documents and information that we request and are reasonably necessary in order to establish:

- that you have suffered a loss or damage; and
- the details and value of that loss or damage.

If you are unable to provide us with proof of loss and ownership to establish the above, you should contact us to discuss alternative options to demonstrate proof of loss and ownership.

The type of documents and information that we may request as evidence include but are not limited to:

- police reports and/or incident numbers;
- death certificates;
- medical/health statements including doctor, surgeon or veterinarian reports;
- witness statements including witness name/s, address/es and phone number/s;
- details of other drivers and vehicles involved in an incident (including name/s, phone number/s, address/es and registration number/s);
- damaged items;
- receipts;
- valuation certificates;
- registration papers;
- instruction manuals;
- warranty documentation;
- spare parts;
- original packaging;
- receipts or invoices for previous repairs/servicing;
- telephone and internet records; and/or
- photographs.

If you do not provide us with sufficient proof, we may refuse to pay all or part of your claim.



## Choice of repairer

If you lodge a claim with us and we repair your vehicle, we will choose the repairer in consultation with you.

We will nominate one of our recommended repairers to provide us with a quote for the repairs. You can however, nominate your own repairer. If you nominate your own repairer, you will need to provide us with a quote from that repairer. We will then consider the quote for matters such as completeness, correct method of repair and competitiveness.

We may need to inspect your vehicle prior to authorising repairs, in which case we will advise you of where you need to take your vehicle for inspection.

You must not authorise the repair of your vehicle without our written authority. If you do, we may refuse to pay for those repairs or require you to contribute to the costs of repair of your vehicle. This does not apply to 'Emergency repairs' (see page 21).

We will decide whether to authorise the repairs to your vehicle to be undertaken by:

- our recommended repairer; or
- your nominated repairer.

If you do not agree to our choice of repairer, we will only pay you the cost we would have paid our nominated repairer to undertake the repairs to your vehicle. We only accept responsibility for any repairs authorised by us.

## Repair guarantee

We guarantee the quality of workmanship and materials used in repairs authorised by us for as long as you own your vehicle.

## Spare parts

If your vehicle is under 3 years old, we will only authorise the use of manufacturer's approved parts.

Where your vehicle is more than 3 years old, we will authorise the use of parts that are consistent with the age and condition of your vehicle at the time of the event, including the use of non-genuine and recycled parts. Mechanical new or reconditioned components will only be used.

Regardless of your vehicle's age, we may use non-genuine parts for windscreens, sunroofs, window glass, radiators and air conditioning components.

The maximum we will pay for any part will be the manufacturer's Australian list price. If the part is not available, we may decide to pay you the cash equivalent.



## Your contribution

If any repairs to your vehicle leave it in a better condition than it was before the incident, we may ask you to contribute to the repair cost to the extent of the betterment.

## Assist us with your claim

In order for us to process your claim effectively, you must assist us by giving us all the information we may reasonably require about the event, allow us to inspect your vehicle and interview you in respect of your claim where it is reasonably necessary to assess your claim. If you do not assist us, we may not be able to pay the claim or provide cover.

If we or you have the right to recover any amounts from another person, you must assist us and give us all of the reasonably necessary information and cooperation that we require to investigate, conduct or commence any recovery action.

## Our Rights of Recovery – insured only loss

This section applies where, the loss suffered by you is wholly covered by the policy.

If a recovery of an amount paid by us under this policy can be made from any responsible party, we will take steps to seek recovery in your name. We will have the sole authority to commence, conduct and settle any recovery actions and you agree to assist us with any reasonable request we make in any action for recovery.

## Our Rights of Recovery – insured and uninsured losses

This section applies where there are both losses covered by this policy and losses you suffer which are not covered by this policy (uninsured losses).

By making a claim under this policy, you agree to assign all of your rights to us to take steps to seek recovery in your name against any responsible party. We will choose to seek a recovery or not seek a recovery at our sole discretion. This means that we may choose to commence, take over, conduct or continue a recovery action for both insured and any uninsured losses, without your consent. This includes the right to opt you in or out of any representative or group proceeding and to settle a matter on your behalf.

Any recoveries obtained by us from a responsible party will be distributed in accordance with the relevant provisions set out in the Insurance Contracts Act 1984.

If we choose not to seek recovery, you may commence your own action in accordance with the section Recovery action by you. Nothing in this policy detracts from any rights we may otherwise have to require you to commence recovery action on your own.



By making a claim under this policy, you also agree to assign your rights to us to defend in your name any proceedings commenced against you in respect of an incident covered in whole or in part by this policy, if we choose to do so.

## Recovery action by you

If you intend to seek recovery from a responsible party as a result of an incident covered in whole or in part by this policy, you must not commence your action until you receive our written consent to commence any recovery action and you acknowledge that we may impose certain conditions in relation to that consent. Our consent will not be unreasonably withheld.

If we consent to the recovery action being brought by you, you must seek to recover the loss we have paid to you under the policy and distribute any recoveries in accordance with the relevant provisions set out in the Insurance Contracts Act 1984.

If you do not receive our prior written consent, you agree that in accordance with our rights set out in section Our Rights of Recovery – insured and uninsured losses (see pages 52 to 53). We can at any time choose to take over the conduct of any recovery action commenced by you or require you to cease the recovery action you have commenced.

Nothing in this policy detracts from the rights which we would otherwise have in relation to any recovery to which you are entitled and for which we have paid you under this policy.

## Good and Services Tax (GST)

If you are entitled to claim an Input Tax Credit (ITC) in respect of a cost for which a claim is made, or would be entitled to an ITC if you were to incur the relevant cost (i.e. replacing a lost or stolen item), the amount we would otherwise pay will be reduced by the amount of that input tax credit.



# What happens after a total loss

## Salvage of your vehicle when it is a total loss

If we decide to pay you the sum insured for your vehicle, any parts which can be salvaged from your vehicle become our property. This includes the proceeds of any sale of that salvage where your vehicle is returned to you.

We are entitled to any refund of unexpired vehicle registration and Compulsory Third Party Insurance where permitted by law.

## Payment of unpaid premium when your vehicle is a total loss

If we have accepted a claim where your vehicle is a total loss, we consider the policy to be fully exhausted because we have paid the maximum amount that can be paid under the policy. As premiums are calculated on annual basis even though we provide the option to pay premiums monthly, we will consider the annual premium fully earned even if the Period of Insurance has not expired at the time we pay the total sum insured. If we decide to pay you the sum insured for your vehicle, any outstanding or unpaid premium will be deducted from the amount we pay. If we decide to replace your vehicle, you must pay any outstanding or unpaid premium to us.

## No return of premium or further cover after a total loss

If we decide to pay you the sum insured for your vehicle, your policy will come to an end, effective from the date of your claim.

You will not be entitled to any refund of premium for any unexpired period of your policy.

You will not be covered for any event that occurs after the cancellation or expiry of your policy.

## Where your vehicle is under finance and a total loss

Payment will first be made directly to the finance company/credit provider noted on your Certificate of Insurance. The payment will be based on the amount they advise is outstanding.

We will pay up to the sum insured less any applicable excess/es. Any remaining balance of your total loss claim that is left is then payable to you.

After your claim has been paid, if there is any outstanding debt to your credit provider exceeding the sum insured (less any applicable excess/es), you will be responsible to the credit provider for the remaining balance.





# Do you have a complaint?

Often, problems can be resolved quickly and simply by talking to us. Please contact us to discuss your concerns by any of the ways listed on page 61.

If we are unable to resolve your complaint, we will ensure that your complaint is referred to an appropriate person and receives prompt attention.

If you still remain dissatisfied, our Customer Relations Team can review your complaint.



Write to:

**Customer Relations**

Commonwealth Bank Group, Reply Paid 41, Sydney NSW 2001  
(no postage stamp required)



Call Customer Relations **1800 805 605**

Customer Relations has the authority to act independently in dealing with your problem and to respond to your request for resolution.

When you make a complaint we will:

- acknowledge your complaint and make sure we understand the issues;
- do everything we can to fix the problem;
- keep you informed of our progress;
- keep a record of your complaint;
- give you the name and contact details of a person who works for us, together with a reference number, so that you can follow us up if you want to; and
- provide you with a final response within 30 days.

If we are unable to provide a final response to your complaint within 30 days, we will:

- inform you of the reasons for the delay; and
- advise of your right to complain to the Australian Financial Complaints Authority (AFCA) and provide you with their contact details.

## External dispute resolution

If you are not happy with the response our Customer Relations Department provides, you can refer your complaint to AFCA. AFCA offers a free, independent dispute resolution service for the Australian banking, insurance and investment industries.

To contact AFCA:



Call **1800 931 678**



Write to:

**Australian Financial Complaints Authority**  
GPO Box 3, Melbourne, VIC 3001



Visit the website [www.afca.org.au](http://www.afca.org.au)



# Privacy of your personal information

## Your privacy is important to us

We know that how we collect, use, exchange and protect your information is important to you, and we value your trust. That's why protecting your information and being clear about what we do with it is a vital part of our relationship with you.

As a member of the Commonwealth Bank Group (the 'Group'), Commonwealth Insurance Limited ABN 96 067 524 216 AFSL 235030 ('CommInsure') adheres to the Group's Privacy Policy which can be found at [commbank.com.au/privacy](https://commbank.com.au/privacy) or requested at any Commonwealth Bank branch. We are bound by the Privacy Act and the Australian Privacy Principles, upon which the Group's Privacy Policy is based.

Bankwest, a distributor of the insurance, is a division within the Group and has a separate but consistent Privacy Policy. For information about how Bankwest collects, uses, exchanges and protects information please visit [bankwest.com.au/privacy](https://bankwest.com.au/privacy) or request a copy of the Bankwest Privacy Policy at any Bankwest branch.

## What information we collect

The information we collect will vary according to the product or service you request or use. It includes personal information such as name, age, gender, contact details as well as your financial information. For example, as you are purchasing an insurance policy the type of information we may collect includes your full name, date of birth, mailing address, information about the risk you wish to insure and relevant risk or insurance history. We may also collect from you similar information about others who may be covered under the insurance policy.

When you are making a claim, information we will collect includes information about the circumstances of your claim and this may include sensitive information if relevant to your claim. We may also collect sensitive information at application or renewal. When we need to obtain this sensitive information, we will ask for your consent, except where otherwise permitted by law.

You must provide us with accurate and complete information. If you do not, you may not meet your responsibilities and we may not be able to provide you with our products and services.

## How we collect information

We collect information about you and your interactions with us, for example, when you request or use our products or services, phone us or visit us online.

We collect information about you from others, such as service providers, agents, advisers, brokers, employers or family members. We may collect information about you that is publicly available, for example, from public registers or social media, or made available by third parties.



We collect and verify customer information in different ways and we will advise you of the most acceptable ways to do this.

When we interact with you, we are obliged to identify you. We do this by collecting and verifying information about you. The collection and verification of information helps to protect against identity theft, money-laundering and other illegal activities.

We may also collect and verify information about persons who act on your behalf, such as a co-insured or another person you authorise to deal with us in relation to your policy or insurance claim.

## How we use your personal information

We collect, use and exchange your personal information so that we can:

- establish your identity and assess applications for products and services;
- price and design our products and services;
- administer our products and services;
- manage our relationship with you;
- contact you, for example if we need to tell you something important;
- conduct and improve our businesses and improve the customer experience;
- verify information you have given us is accurate;
- manage our risks, for example to identify and investigate illegal activity, such as identity theft or fraud;
- comply with our legal obligations and assist government and law enforcement agencies and regulators; and
- identify and tell you about other products and services that may be of interest to you.

We may also collect, use and exchange your information in other ways where we are permitted by law.

If you have provided your email or mobile phone details we may contact you by email or SMS.

## Direct marketing

If you don't want to receive direct marketing from us, you can:



Call us on **13 24 23**; or



Email [generalinsuranceprivacy@cba.com.au](mailto:generalinsuranceprivacy@cba.com.au)



## Gathering and combining data to get insights

Improvements in technology enable organisations, like us, to collect and use information to get a more integrated view of customers and provide better products and services.

The Group may combine customer information it has with information available from a wide variety of external sources (for example, census or Australian Bureau of Statistics data). Group members are able to analyse the data in order to gain useful insights which can be used for any of the purposes described in 'How we use your personal information'.

In addition, Group members may provide data insights or related reports to others, for example to help them understand their customers better. These are based on aggregated information and do not contain any information that identifies you.

## Who do we exchange your information with?

We exchange your personal information with other members of the Group so that the Group may adopt an integrated approach to its customers. We and other Group members may use this information for any of the purposes mentioned under 'How we use your personal information'.

We may exchange information with third parties where this is permitted by law or for any of the purposes mentioned under 'How we use your personal information'. These third parties may include:

- service providers, for example builders or repairers, restorers, suppliers of goods or services related to an insurance claim such as assessors, investigators or insurance reference agencies;
- providers of certain outsourced functions, for example direct marketing, document production facilities, debt recovery and information technology support service providers;
- brokers or agents who refer your business to us;
- anyone named on your policy such as other policyholders or third parties entitled to cover or benefits under your policy, including mortgagees or financiers;
- any person acting on your behalf, including your financial advisor, solicitor, accountant, executor, administrator, trustee, guardian, attorney or any person you nominate as authorised to act on your behalf with respect to your insurance arrangements;
- medical practitioners (where health information is relevant to an interaction with us, for example an insurance claim relating to personal injury);
- auditors;
- reinsurers and reinsurance brokers;
- government or law enforcement agencies or regulators; and
- entities established to help identify illegal activities and prevent fraud.

In all circumstances where our service providers receive or become aware of personal information, confidentiality arrangements apply.



## Sending information overseas

From time to time we may send personal information to Group members and service providers or other third parties such as reinsurers who operate or hold data outside of Australia.

Where we send information overseas, we make sure that appropriate data handling and security arrangements are in place. Australian law may not apply to some of these entities.

We may also send information overseas to complete a particular transaction or where this is required by the laws and regulations of Australia or another country.

For more information about which countries outside of Australia we may send personal information to, please refer to [commbank.com.au/privacy](https://commbank.com.au/privacy)

## To access or view your personal information

You can (subject to permitted exceptions) request access to your personal information by contacting us by using the contacts listed below.



Call us on **13 24 23**



Email [myprivacyrequest@cba.com.au](mailto:myprivacyrequest@cba.com.au)

For more information about our privacy and information handling practices, please refer to the Commonwealth Bank Group's Privacy Policy. For Bankwest access requests please refer to the Bankwest Privacy Policy.

## Making a privacy complaint

We accept that sometimes we can get things wrong. If you have a concern about your privacy you have the right to make a complaint and we will do everything we can to put matters right.

We'll review your situation and try to resolve it straight away. If you have raised the matter already and it hasn't been resolved to your satisfaction, please contact:



Customer Relations, Commonwealth Bank Group, Reply paid 41 Sydney NSW 2001



Call **1800 805 605**



Visit [commbank.com.au/feedback](https://commbank.com.au/feedback)

For further information on how to make a privacy complaint and how we deal with your complaint please refer to the Commonwealth Bank Group's Privacy Policy. For Bankwest privacy complaints please refer to the Bankwest Privacy Policy.



# Financial Claims Scheme & General Insurance Code of Practice

## Financial Claims Scheme

This product is a protected product under the Financial Claims Scheme (FCS). The FCS protects certain individuals in the event of an insurer becoming insolvent. In the unlikely event of Commonwealth Insurance Limited becoming insolvent you may be entitled to access the FCS, provided you satisfy the eligibility criteria. More information about the FCS and eligibility criteria is available by visiting [www.fcs.gov.au](http://www.fcs.gov.au)

## General Insurance Code of Practice

The General Insurance Code of Practice has been designed to raise the customer service standards in the Australian insurance industry and protects the rights of policyholders. Developed in concert with consumers, business and the insurance industry, the Code is the general insurance industry's promise to be transparent, fair, efficient, honest and timely in the way it deals with all its customers.

Whether you are buying insurance, making a claim or have a complaint, the Code of Practice lets you know the standards of customer service you can expect from the insurance industry.

CommInsure is proud to be a signatory to the Code.

To read the General Insurance Code of Practice or obtain additional information, visit [codeofpractice.com.au](http://codeofpractice.com.au)



# How to contact us

If you have any questions or would like further information, you can:



Call our Customer Service Centre and/or Claims Department on **13 24 23**



Email us at [contactus@comminsure.com.au](mailto:contactus@comminsure.com.au); or



Write to: PO Box 315, Silverwater, NSW, 2128



You can also visit [bankwest.com.au](http://bankwest.com.au)

## National Relay Service

The National Relay Service may assist anyone who is deaf or has hearing or speech impairment:

TTY/Voice: **133 677**

SSR: **1300 555 727**



# Financial Services Guide

This Financial Services Guide (FSG) provides important information for Bankwest customers that we are required to provide under the requirements of our Australian Financial Services License (AFSL). It is intended to provide you with information that will assist you in making informed decisions on whether you want to use our products and services.

## Who are we?

Car Insurance is issued by Commonwealth Insurance Limited ABN 96 067 524 216/AFSL 235030 (CIL). CommInsure is a registered business name of CIL. CIL is a wholly owned nonguaranteed subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124/AFSL 234945 (the Bank) and is the insurer for the CommInsure Car Insurance policy. The Bank and its related entities are jointly referred to as the Group. Bankwest, a division of the Bank, is a distributor of CIL's insurance products. The Group (other than CIL) does not guarantee the obligations or performance of CIL or the products they offer. CIL takes full responsibility for the content of this PDS.

CIL is regulated as a general insurer by the Australian Prudential Regulation Authority (APRA) and as the holder of an AFSL by the Australian Securities and Investment Commission (ASIC).

This FSG relates to Car Insurance which has been issued by CIL and has been arranged by Bankwest.

## Our products and services

Our AFSL authorises us to deal in and provide general advice relating to Car Insurance.

When assisting you with our products or providing our services to you, our staff may provide you with factual information and in some circumstances may provide you with general product advice. We do not provide personal product advice – this means that we do not take your personal objectives, financial situation, needs or circumstances into account when providing our services to you. If you require personal advice, we will refer you to the Insurance Council of Australia (ICA) or the National Insurance Brokers Association of Australia (NIBA) for information about alternative insurance options, or another Insurer.

## How are we paid for providing our services?

When you choose to purchase Car Insurance, you pay us your premiums and any associated taxes or government charges. The basis of how premiums are determined is explained in our PDS and Premiums, Excess and Discounts Guide, which can be found at [bankwest.com.au](https://www.bankwest.com.au)





## How our staff are paid for providing our services?

Staff are remunerated by salary that includes superannuation benefits. The amount of salary varies according to the staff members' position. Staff may also be eligible for an annual bonus payment that is based on a number of factors. These include:

- performance
- meeting customer service standards.

## What commissions does CommInsure pay?

Where a licensee in the Group sells our Car Insurance product, commission may be paid by us to a company within the Group. Commission payments may continue while you hold the product. The range of commissions that we may pay for Car Insurance is 0% to 20% of the premium paid.







**[bankwest.com.au](http://bankwest.com.au)**

For existing CommInsure Car Insurance  
policyholders telephone: **13 24 23**

Bankwest, a division of Commonwealth Bank of Australia  
ABN 48 123 123 124 AFSL/Australian credit licence  
234945 ('Bankwest'). The role of Bankwest in relation to  
this insurance is as a distributor only. Bankwest does not  
assume any responsibility for the content of this document.

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