

# CommInsure Car Insurance

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

18 February 2017

**Issued by:** Commonwealth Insurance Limited ABN 96 067 524 216  
AFSL 235030 (CIL) trading as CommInsure.



## 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 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 non-guaranteed 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 **CIL** offer. **CIL** takes full responsibility for the content of this PDS.

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 bold and italic print throughout this PDS have special meanings as set out in the glossary on pages 8 to 11.

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

The information in this PDS is subject to change. Where a change is materially adverse, **we** will notify existing policyholders in writing. **We** may also issue a new PDS or Supplementary PDS (SPDS) for new policyholders. Where a change of information is not materially adverse, **we** will not notify existing policyholders or issue a new PDS or SPDS for new

policyholders. However, **you** will be able to find the information about any change by contacting **us** or referring to Bankwest's website.

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 is available at no cost to **you**:

- > at **bankwest.com.au**; or
- > by contacting **us** for a copy

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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**). **Commlnsure** is a registered business name of **CIL**. All correspondence **you** receive in relation to this policy has been issued by **Commlnsure**. This document is to help **you** decide whether to buy Car Insurance with **us**.

When **you** purchase, change or renew **our** 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***.

The words and phrases appearing in bold and italic print throughout this PDS have special meanings as set out in the Glossary on page 8 to 11.

**We** offer 3 types of Car Insurance:

- › Comprehensive Cover;
- › Third Party Property Damage, Fire and Theft Cover; and
- › Third Party Property Damage Cover.

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

- › Insured Events as stated on pages 24 to 32;
- › Cover Benefits which are standard under the policy as stated on pages 33 to 46; and
- › Cover Options **you** can select under the policy as stated on pages 47 to 51.

**Our** Car Insurance does not provide cover for everything. An incident needs to fall under an Insured Event as stated on pages 24 to 32. There are also:

- › General Exclusions that apply to the policy as stated on pages 52 to 57;

- > exclusions that are specific to:
  - the type of cover **you** have selected;
  - an Insured Event as stated on pages 24 to 32
  - Cover Benefits as stated on pages 33 to 46 and
  - Cover Options as stated on pages 47 to 51;
- > limits on the amount **we** will cover for certain items and benefits (as stated on pages 14 to 17).

It is important to read this entire PDS carefully to make sure **you** have the cover **you** want.

## Glossary

The words and phrases appearing in bold and italic print throughout this PDS have special meanings as set out in the glossary below:

Term	Meaning
<b>Accessory/ accessories</b>	<p>Any additional non-standard item fitted to <b><i>your vehicle</i></b> that is not a modification. These may be either a manufacturer option or an aftermarket addition. For example:</p> <ul style="list-style-type: none"><li>&gt; tinted windows;</li><li>&gt; tow bar;</li><li>&gt; reversing camera.</li></ul>
<b>Agreed value</b>	<p>The amount <b><i>we</i></b> have agreed to insure <b><i>your vehicle</i></b> for.</p> <p>If <b><i>you</i></b> have selected the <b><i>agreed value</i></b> option (where available) the agreed amount will be stated on <b><i>your Certificate of Insurance</i></b> and will remain the same for the <b><i>Period of Insurance</i></b>.</p>
<b>Certificate of Insurance</b>	<p>The document issued to <b><i>you</i></b> after:</p> <ul style="list-style-type: none"><li>&gt; <b><i>you</i></b> purchase a policy;</li><li>&gt; before <b><i>you</i></b> renew <b><i>your</i></b> policy; and</li><li>&gt; whenever <b><i>you</i></b> amend <b><i>your</i></b> policy.</li></ul> <p>It includes:</p> <ul style="list-style-type: none"><li>&gt; the cover type;</li><li>&gt; the details of any <b><i>Declared driver/s</i></b>;</li><li>&gt; any Cover Options available and those <b><i>you</i></b> have selected;</li><li>&gt; the <b><i>Period of Insurance</i></b>; and</li><li>&gt; any special conditions that are agreed between <b><i>you</i></b> and <b><i>us</i></b>.</li></ul> <p>In this PDS when <b><i>we</i></b> refer to <b><i>your Certificate of Insurance</i></b>, <b><i>we</i></b> are referring to the most recent copy that <b><i>we</i></b> have issued to <b><i>you</i></b>.</p>
<b>Declared driver/s</b>	<p>The person/s <b><i>you</i></b> have nominated and advised <b><i>us</i></b> will drive <b><i>your vehicle</i></b>, as listed on <b><i>your Certificate of Insurance</i></b>.</p>



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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** agree to 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**.

For more information about **excesses**, please refer to the Premium, Excess and Discount Guide which is available at no cost to **you**:

- › at **bankwest.com.au**; or
- › by contacting **us** for a copy

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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**.

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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),
- › cost of registration and Compulsory Third Party (CTP) Insurance.

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(Continued overleaf)

**Market value  
(continued)**

**Market value** does not include:

- > warranty costs;
  - > amount of stamp duty that would be levied on purchase of a replacement vehicle;
  - > 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**:

to **your vehicle's**:

- > braking system;
  - > engine;
  - > exhaust system;
  - > fuel system;
  - > paintwork;
  - > steering system;
  - > structure;
  - > chassis;
  - > body work;
  - > suspension;
  - > transmission;
  - > wheels and tyres.
- 

**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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**Total loss**

The term used by **us** when **we** have determined after an Insured Event that **your vehicle**:

- > is uneconomical to repair;
  - > cannot be repaired in 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 Input Tax Credit (ITC); or
- > **Private use**
  - any type of use other than business.

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**We, our, us, CIL, Commlnsure** 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;
- › Third Party Property Damage, Fire and Theft Cover; and
- › Third Party Property Damage Cover.

### Comprehensive (COMP)

### Third Party Property Damage, Fire and Theft (TPPDFT)

### Third Party Property Damage (TPPD)

Insured Event (see pages 24 to 32)	COMP	TPPDFT	TPPD
Collision or impact damage	✓	✗	✗
Damage from an 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 pages 24 to 25.

Cover Benefits (see pages 33 to 46)	COMP	TPPDFT	TPPD
Accidental death	✓	✗	✗
Baby capsules and child seats	✓	✗	✗
Domestic pets	✓	✗	✗
Emergency accommodation costs	✓	✗	✗
Emergency repairs	✓	✗	✗

<b>Cover Benefits</b> (see pages 33 to 46)	<b>COMP</b>	<b>TPPDFT</b>	<b>TPPD</b>
Hire car following theft	✓	✗	✗
Personal items	✓	✗	✗
Replacement of a new vehicle after a total loss	✓	✗	✗
Substitute vehicle	✓	✓	✓
Temporary cover for a replacement vehicle	✓	✓	✓
Towing and storage costs	✓	✓	✗
Trailers and caravans	✓	✗	✗
Transportation costs	✓	✗	✗

<b>Cover Options</b> (see pages 47 to 51)	<b>COMP</b>	<b>TPPDFT</b>	<b>TPPD</b>
Driver age restriction - For a reduced premium where available	✓	✗	✗
Hire car following an incident - For an additional premium	✓	✗	✗
Optional additional basic excess – For a reduced premium	✓	✗	✗
Protected No Claim Discount - For an additional premium	✓	✗	✗
Removal of excess for glass damage - For an additional premium	✓	✗	✗

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 limits

### Comprehensive Cover

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

**We** will pay no more than the **agreed value** or **market value** shown on **your Certificate of Insurance** unless **we** have stated differently under any of the:

- › Insured Events on pages 24 to 32;
- › Cover Benefits on pages 33 to 46; and
- › Cover Options on pages 47 to 51.

If **we** agree to pay a claim under **your** Comprehensive Cover, the following limits also apply:

Comprehensive Cover	Maximum Limit
<b>Accidental death</b> See page 33	\$10,000 in total per claim
<b>Baby capsules and child seats</b> See page 34	Up to \$500 in total per claim
<b>Domestic pets</b> See page 34	Up to \$1,000 in total per claim
<b>Emergency accommodation costs</b> See page 35	Up to \$600 if the incident occurs more than 200kms from <b>your</b> home per claim
<b>Emergency repairs</b> See page 36	Up to \$800 in total per claim
<b>Hire car following theft</b> See page 37	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 page 27	Up to \$20 million in total per claim
<b>Personal items</b> See page 38	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</b> See page 40	Where <b><i>your vehicle</i></b> is a <b><i>total loss</i></b> within 24 months of the original registration
<b>Substitute vehicle</b> See page 41	Legal liability up to \$20 million in total per claim
<b>Temporary cover for a replacement vehicle</b> See page 43	Up to 14 days
<b>Theft of keys</b> See page 30	Up to \$2,000 in total per claim
<b>Trailers and caravans</b> See page 45	Up to \$1,000 in total per claim
<b>Transportation costs</b> See page 46	Up to \$500 in total per claim
<b>Hire car following an incident – Cover Option</b> See page 48	Up to: <ul style="list-style-type: none"> <li>&gt; \$75 per 24 hour period; and</li> <li>&gt; a maximum of 14 days per claim.</li> </ul> Or a daily allowance of \$30 if a hire car is not available.
<b>Protected No Claim Discount – Cover Option</b> See page 50	1 claim per <b><i>Period of Insurance</i></b>
<b>Removal of excess for glass damage – Cover Option</b> See page 51	1 claim per <b><i>Period of Insurance</i></b>

## Third Party Property Damage, Fire and Theft Cover

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

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

- > Insured Events on pages 24 to 32; and
- > Cover Benefits on pages 33 to 46.

If **we** agree to pay a claim under **your** Third Party Property Damage, Fire and Theft Cover, the following limits also apply:

Third Party Property Damage, Fire and Theft Cover	Maximum Limit
<b>Damage from an uninsured driver</b> See page 25	Up to \$5,000 in total per claim
<b>Legal liability</b> See page 27	Up to \$20 million in total per claim
<b>Substitute vehicle</b> See page 41	Legal liability up to \$20 million in total per claim
<b>Temporary cover for a replacement vehicle</b> See page 43	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 24 to 32; and
- › Cover Benefits on pages 33 to 46.

If **we** agree to pay a claim under **your** Third Party Property Damage Cover, the following limits also apply:

Third Party Property Damage Cover	Maximum Limit
<b>Damage from an uninsured driver</b> See page 25	Up to \$5,000 in total per claim
<b>Legal liability</b> See page 27	Up to \$20 million in total per claim
<b>Substitute vehicle</b> See page 41	Legal liability up to \$20 million in total per claim
<b>Temporary cover for a replacement vehicle</b> See page 43	Up to 14 days

## Your Car Insurance policy

**Your** policy commences when:

- › **we** agree to insure **you**; and
- › **you** agree to pay **us** the amount **we** confirm to be **your** 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 are agreed between **you** and **us**.

## More Than One Policyholder

Where 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** is taken to be an act, statement or omission by all of the policyholders listed;
- > **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 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 failed to comply with **your** Duty of Disclosure. Please refer to pages 21 to 22;
- > have made a misrepresentation to **us** when this policy was entered into;

- > failed to comply with a provision of this policy, including payment of premium; or
- > 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 but is not limited to:

- > **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** to **your vehicle**;
- > **modifications** to **your vehicle**;
- > the condition of **your vehicle**;
- > the **vehicle** usage (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** in advance, **we** will then decide whether to:

- > continue to insure **you** under the same terms and conditions and for the same total premium;
- > impose special conditions on **your** policy and/or change the amount of **your** premium and/or **your excess/es**; or
- > cancel **your** policy.

If **you** do not tell **us** in advance, **we** may:

- > reduce the amount **we** pay in the event of a claim; or
- > refuse to pay a claim; and/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, including securing **your vehicle** against unauthorised entry when it is unattended (please refer to the General Exclusions on pages 52 to 57).
- > 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 all 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 52 to 57). It is important to always maintain **your vehicle** in good condition and protect it by using any security devices installed. For further details, refer to the information provided by **your vehicle's** manufacturer.

## Duty of Disclosure

### Duty of Disclosure - When you take out this policy

#### Your duty of disclosure

Before **you** enter into an insurance contract, **you** have a duty of disclosure under the Insurance Contracts Act 1984.

If **we** ask **you** questions that are relevant to **our** decision to insure **you** and on what terms, **you** must tell **us** anything that **you** know and that a reasonable person in the circumstances would include in answering the questions. **You** have this duty until **we** agree to insure **you**.

#### If you do not tell us something

If **you** do not tell **us** anything **you** are required to tell **us**, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

### Duty of Disclosure - When you renew this policy

#### Your duty of disclosure

Before **you** renew this contract of insurance, **you** have a duty of disclosure under the Insurance Contracts Act 1984.

If **we** ask **you** questions that are relevant to **our** decision to insure **you** and on what terms, **you** must tell **us** anything that **you** know and that a reasonable person in the circumstances would include in answering the questions.

Also, **we** may give **you** a copy of anything **you** have previously told **us** and ask **you** to tell **us** if it has changed. If **we** do this, **you** must tell **us** about any change or tell **us** that there is no change.

If **you** do not tell **us** about a change to something **you** have previously told **us**, **you** will be taken to have told **us** that there is no change. **You** have this duty until **we** agree to renew the contract.

## **If you do not tell us something**

If **you** do not tell **us** anything **you** are required to tell **us**, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both. If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract 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 is available at no cost to **you**:

- > at **bankwest.com.au**;
- > by contacting **us** for a copy.

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

### **If you pay by annual payment**

When **you** first purchase this policy and elect 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.

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 is automatically cancelled without further notice to **you**.

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.

This is stated on **your Certificate of Insurance** and **your** premium is made up of the following:

- > the basic premium **we** have calculated for **your** policy based on **our** assessment of the risk; 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 the likelihood of **you** making a claim and the potential value of **your** claim 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 on how **your** premium is calculated, please refer to the Premium, Excess and Discount Guide which is available at no cost to **you**:

- > at **bankwest.com.au**; or
- > by contacting **us** for a copy.

# Insured Events

**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 52 to 57); and
- > any specific exclusion as described under the Insured Event.

The type of cover **you** have purchased is stated on **your Certificate of Insurance** and this will determine which of the following Insured Events apply.

## Collision or impact damage

This Insured Event applies to the following cover types:

- > Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### 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 27 to 28.

### What is not covered

**You** are not covered as described in the General Exclusions listed on pages 52 to 57.



## Excess

If **we** agree to pay a claim as a result of this Insured Event, the amount **we** pay will be reduced by the applicable **excess/es**, as described on pages 58 to 62 and stated on **your Certificate of Insurance**.

## Limits

Maximum limits apply. Please refer to pages 14 to 17.

## Damage from an uninsured driver

This Insured Event applies to the following cover types:

- › Third Party Property Damage, Fire and Theft Cover;
- › Third Party Property Damage Cover.

If **you** have Comprehensive cover, please refer to 'Collision or impact Damage' on pages 24 to 25.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

## 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; and
- › **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 52 to 57.

## Limits

The most **we** will pay in relation to this Insured Event is up to \$5,000. This amount is inclusive of towing and storing **your vehicle**.

Maximum limits apply. Please refer to pages 14 to 17.

## Fire damage

This Insured Event applies to the following cover types:

- > Comprehensive Cover;
- > Third Party Property Damage, Fire and Theft Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

## What is covered

**You** are covered for damage caused to **your vehicle** by fire (including bushfire) 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 pages 27 to 28.

## 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 52 to 57.

### **Excess**

If **we** agree to pay a claim as a result of this Insured Event, the amount **we** pay will be reduced by the applicable **excess/es**, as described on pages 58 to 62 and stated on **your Certificate of Insurance**.

### **Limits**

Maximum limits apply. Please refer to pages 14 to 17.

## Legal liability

This Insured Event applies to the following cover types:

- › Comprehensive Cover;
- › Third Party Property Damage, Fire and Theft Cover;
- › Third Party Property Damage Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### **What is covered**

**You** are covered for any amount **you** legally have to pay another person for loss of or damage to someone else's 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**. **You** or any other person seeking cover under this section must notify **us** of any potential claim within 6 months of the event.

The most **we** will pay for all claims under this Insured Event 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;
- > 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 52 to 57).

### **Excess**

If **we** agree to pay a claim as a result of this Insured Event, the amount **we** pay will be reduced by the applicable **excess**, as described on pages 58 to 62 and stated on **your Certificate of Insurance**.

### **Limits**

The most **we** will pay for all claims under this section and the Cover Benefit 'Substitute vehicle' on pages 41 to 42 in total is \$20 million.

**You** or any other person seeking cover under this section must notify **us** of any potential claim within 6 months of the event.

## Storm, hail or flood damage

This Insured Event applies to the following cover types:

- › Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### 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 52 to 57.

### Excess

If **we** agree to pay a claim as a result of this Insured Event, the amount **we** pay will be reduced by the applicable **excess/es**, as described on pages 58 to 62 and stated on **your Certificate of Insurance**.

### Limits

Maximum limits apply. Please refer to pages 14 to 17.

## Theft of keys

This Insured Event applies to the following cover types:

- › Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### 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** agree to 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 52 to 57.

### Excess

If **we** agree to pay a claim as a result of this Insured Event, the amount **we** pay will be reduced by the Basic **excess** and any Optional additional basic **excess** described on pages 58 to 62 and stated on **your Certificate of Insurance**.

For examples of how **we** may settle **your** claim, please refer to the Premium, Excess and Discount Guide which is available at no cost to **you**:

- › at **bankwest.com.au**; or
- › by contacting **us** for a copy.

### Limits

The most **we** will pay in relation to this Insured Event is up to \$2,000 less **your** Basic **excess** and any Optional additional basic **excess**.

Maximum limits apply. Please refer to pages 14 to 17.

## Theft or attempted theft

This Insured Event applies to the following cover types:

- > Comprehensive Cover;
- > Third Party Property Damage, Fire and Theft Cover.

Please refer to ***your Certificate of Insurance*** for the type of cover ***you*** have purchased.

### 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 52 to 57.

### Excess

If ***we*** agree to pay a claim as a result of this Insured Event, the amount ***we*** pay will be reduced by the applicable ***excess/es***, as described on pages 58 to 62 and stated on ***your Certificate of Insurance***.

### Limits

Maximum limits apply. Please refer to pages 14 to 17.

## Vandalism or malicious act

This Insured Event applies to the following cover types:

- › Comprehensive Cover.

Please refer to ***your Certificate of Insurance*** for the type of cover ***you*** have purchased.

### 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 52 to 57.

### Excess

If ***we*** agree to pay a claim as a result of this Insured Event, the amount ***we*** pay will be reduced by the applicable ***excess/es***, as described on pages 58 to 62 and stated on ***your Certificate of Insurance***.

### Limits

Maximum limits apply. Please refer to pages 14 to 17.



# Cover Benefits

**You** may also be entitled to the following Cover Benefits depending on the type of cover **you** select.

The type of cover **you** have purchased is stated on **your Certificate of Insurance** and this will determine which of the following Cover Benefit/s apply.

Any event in respect of which a claim is made under a Cover Benefit must occur after the policy commenced and before it expired or was cancelled.

## Accidental death

This Cover Benefit applies to the following cover types:

- > Comprehensive cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### What is covered

If **we** agree to pay **your** claim as a result of an Insured Event and the driver of **your vehicle** dies as a direct result of the incident, **we** will pay the estate of the deceased \$10,000 if:

- > **we** have accepted a claim for loss of or damage to **your vehicle**;
- > the death occurs within 12 months of the injury; and
- > a death certificate, given by a qualified and registered member of the medical profession, is shown to **us** as proof of the cause of death.

### What is not covered

**You** are not covered as described in the General Exclusions listed on pages 52 to 57.

### Limit

The most **we** will pay under this Cover Benefit is \$10,000 in total in respect to any one Insured Event.

## Baby capsules and child seats

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### What is covered

If **we** agree to pay **your** claim as a result of an Insured Event and the baby capsule/s or child seat/s fitted to **your vehicle** are damaged or stolen as a result of the Insured Event, **you** are insured for loss of or damage to the baby capsule/s or child seat/s up to \$500.

**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 pages 67 to 68.

### What is not covered

**You** are not covered as described in the General Exclusions listed on pages 52 to 57.

### Limit

The most **we** will pay is up to \$500 in total in respect to any one Insured Event.

## Domestic pets

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### What is covered

If **we** agree to pay **your** claim as a result of the Insured Event:

- › Collision or impact damage (see pages 24 to 25); or
- › Fire damage (see pages 26 to 27)

**we** will pay the reasonable veterinary expenses provided by a qualified and registered veterinarian up

to \$1,000 if **your domestic pet/s** are injured as a result of the same Insured Event.

## What is not covered

**You** are not covered:

- › if **your domestic pet/s** are not secured or restrained at the time of the incident;
- › if **you** are unable to provide **us** with the accounts, invoices or correspondence **we** request from a registered veterinarian;
- › for any costs that are incurred after the death of **your domestic pet/s**.

**You** are also not covered as described in the General Exclusions listed on pages 52 to 57.

## Limit

The most **we** will pay is up to \$1,000 in total respect to any one Insured Event.

## Emergency accommodation costs

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

## What is covered

If **we** agree to pay **your** claim as a result of the Insured Event:

- › Collision or impact damage (see pages 24 to 25);
- › Fire damage (see pages 26 to 27);
- › Storm, hail or flood damage (see page 29);
- › Theft or attempted theft (see page 31); or
- › Vandalism or malicious act (see page 32)

**we** will pay the reasonable costs up to \$600 for emergency accommodation for **you**, the **declared driver** and **your family** if:

- › the event occurs more than 200 kilometres from **your** home; and
- › **your vehicle** cannot be safely driven.

**You** must provide **us** with all the accounts and receipts for any emergency accommodation costs.

### **What is not covered**

**You** are not covered if **you** are unable to provide **us** with the accounts and/or receipts **we** request in relation to **your** emergency accommodation costs.

**You** are also not covered as described in the General Exclusions listed on pages 52 to 57.

### **Limits**

The most **we** will pay is up to \$600 in total in respect to any one Insured Event.

## **Emergency repairs**

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### **What is covered**

If **your vehicle** is damaged as a result of an Insured Event, **we** will pay the reasonable costs of emergency repairs up to \$800 which are necessary to enable **you** to drive **your vehicle** home or to a repairer.

**You** must provide **us** with all the accounts and receipts for any emergency repairs completed.

### **What is not covered**

**You** are not covered if **you** are unable to provide **us** with the accounts and receipts **we** request in relation to any emergency repairs completed.

**You** are also not covered as described in the General Exclusions listed on pages 52 to 57.

### **Limits**

The most **we** will pay is up to \$800 in total in respect to any one Insured Event.

## Hire car following theft

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### What is covered

If **we** agree to pay **your** claim as a result of the Insured Event 'Theft or attempted theft' (see page 31), **we** will arrange for **you** to be provided with a hire car:

- › until **your vehicle** is recovered undamaged and it is returned to **you**;
- › until **your vehicle** is recovered damaged and the damage is repaired;
- › until **we** settle **your** claim by paying the **agreed value** or **market value**; or
- › for a maximum of 14 days,

whichever happens first.

The most **we** will pay is \$75 for each 24 hour period of car hire up to a maximum of \$1,050.

**You** may be required to:

- › pay a holding bond or deposit; or
- › provide a credit card imprint;

directly to the hire car company before a vehicle is made available.

### What is not covered

**We** will not cover:

- › the costs of a hire car unless it has been arranged by **us** or approved by **us**;
- › running costs (including the cost of fuel used) or any additional hire costs;
- › 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.

**We** are not responsible for making sure a hire car is available or for any terms or conditions of the hire car agreement provided by the hire car company.

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

**You** are also not covered as described in the General Exclusions listed on pages 52 to 57.

## Limits

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

- › \$75 for each 24 hour period of car hire; and
- › 14 days

to a maximum of \$1,050 in total.

## Personal items

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

## What is covered

If **we** agree to pay **your** claim as a result of the Insured Event:

- › Collision or impact damage (see pages 24 to 25);
- › Fire damage (see pages 26 to 27);
- › Storm, hail or flood damage (see page 29);
- › Theft or attempted theft (see page 31); or
- › Vandalism or malicious act (see page 32)

**we** will pay for loss of or damage to **your** personal items which are:

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

The most **we** will pay is up to:

- > \$1,000 for any mobility device/s and disability aids (for example: wheelchairs or walking frames); and
- > \$500 for other personal items (for example: clothing or child's pram)

**We** will choose between repairing or replacing the property or paying **you** the value after allowing for wear, tear and depreciation.

**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 pages 67 to 68.

### **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 34 for cover

**You** are also not covered as described in the General Exclusions listed on pages 52 to 57.

### **Limits**

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

- > \$1,000 for mobility device/s and disability aid/s; and
- > \$500 for other personal items.

## Replacement of a new vehicle after a total loss

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### What is covered

If **we** agree to pay **your** claim as a result of an Insured Event and **you** are the first registered owner of **your vehicle** and **your vehicle** is a **total loss** within the first 24 months of the original registration, then **we** will apply the following practice:

- › if a replacement vehicle is available within Australia, **we** will:
  - replace **your vehicle** with a vehicle of the same make, model and series;
  - 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**; and
- › if a replacement vehicle is not currently available within Australia, **we** will pay **you** either the **agreed value** or **market value** of **your vehicle** as shown on **your** current **Certificate of Insurance**. If **we** pay **you** either the **agreed value** or **market value** **your** policy will come to an end and no refund of premium will be due to **you**.

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



## What is not covered

**You** are not covered if:

- › **your vehicle** was a demonstrator model;
- › **you** were not the first registered owner;
- › **your vehicle** is not a **total loss** within the first 24 months of the original registration;
- › **your** replacement vehicle is not available within Australia.

**You** are also not covered as described in the General Exclusions listed on pages 52 to 57.

## Substitute vehicle

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover;
- › Third Party Property Damage, Fire and Theft Cover;
- › Third Party Property Damage Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

## What is covered

**You** are insured for any amount **you** legally have to pay another person up to \$20 million for damage to someone else's property caused by a substitute vehicle as a result of an event in the **Period of Insurance**, which is partly or fully **your** fault, if:

- › **your vehicle** can't be driven as a result of an Insured Event (and **we** have accepted a claim for that Insured Event), 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**.

**You** must notify **us** of any potential claim within 6 months of the event.

## What is not covered

**We** will not cover **you** for liability:

- > if **we** have already accepted a claim for the **total loss** of **your vehicle**;
- > 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 52 to 57) or would otherwise apply if **you** were driving **your vehicle** instead of the substitute vehicle.

## Limits

The most **we** will pay in relation to this Cover Benefit and the Insured Event Legal liability (see pages 27 to 28) is up to \$20 million in total.

**You** must notify **us** of any potential claim within 6 months of the event.

## Temporary cover for a replacement vehicle

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover;
- › Third Party Property Damage, Fire and Theft Cover;
- › Third Party Property Damage Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### What is covered

**We** will provide temporary cover if **you** permanently replace **your vehicle** in the **Period of Insurance** from the date of purchase to a maximum of 14 days. The temporary cover applying to the replacement vehicle will be:

- › the same cover type noted on **your Certificate of Insurance**; and
- › up to the expiry date of **your** current **Period of Insurance**.

**We** will cover **your** replacement vehicle 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 any additional premium required.

### What is not covered

**You** are not covered as described in the General Exclusions listed on pages 52 to 57.

### Limits

Maximum limits apply. Please refer to pages 14 to 17.

## Towing and storage costs

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover;
- › Third Party Property Damage, Fire and Theft Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### What is covered

#### Comprehensive Cover

If **we** agree to pay **your** claim as a result of the Insured Event:

- › Collision or impact damage (see pages 24 to 25);
- › Fire damage (see pages 26 to 27);
- › Storm, hail or flood damage (see page 29);
- › Theft or attempted theft (see page 31); or
- › Vandalism or malicious act (see page 32)

and **your vehicle** is damaged leaving it un-roadworthy or unsafe to drive, **we** will pay the reasonable cost on top of **your Agreed Value** or **Market Value** for removing and towing **your vehicle** to and storing **your vehicle** at:

- › the nearest repairer, or
- › any other place which **we** agree.

#### Third Party Property Damage, Fire and Theft Cover

If **we** agree to pay **your** claim as a result of the Insured Event Fire damage (see pages 26 to 27) and **your vehicle** is damaged leaving it un-roadworthy or unsafe to drive, **we** will pay the reasonable cost on top of **your Market Value** for removing and towing **your vehicle** to and storing **your vehicle** at:

- › the nearest repairer, or
- › any other place which **we** agree.

#### What is not covered

**You** are not covered as described in the General Exclusions listed on pages 52 to 57.

## Limits

Maximum limits apply. Please refer to pages 14 to 17.

## Trailers and caravans

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

## What is covered

If **we** agree to pay **your** claim as a result of the Insured Event:

- › Collision or impact damage (see pages 24 to 25);
- › Fire damage (see pages 26 to 27);
- › Storm, hail or flood damage (see page 29);
- › Theft or attempted theft (see page 31); or
- › Vandalism or malicious act (see page 32)

**we** will pay reasonable costs for the loss of or damage to a trailer or caravan attached to **your vehicle** that is also caused by that Insured Event.

The most **we** will pay is up to:

- › \$1,000; or
- › the **market value** of the trailer or caravan

whichever is the lesser.

**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 pages 67 to 68.

## What is not covered

**We** will not cover loss or damage:

- › where the trailer or caravan was not attached to **your vehicle** at the time of the incident;
- › 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 also not covered as described in the General Exclusions listed on pages 52 to 57.

### Limits

The most **we** will pay is up to \$1,000 in total in respect to any one Insured Event.

### Transportation costs

This Cover Benefit applies to the following cover types:

- › Comprehensive Cover.

Please refer to **your Certificate of Insurance** for the type of cover **you** have purchased.

### What is covered

If **we** agree to pay **your** claim as a result of the Insured Event:

- › Collision or impact damage (see pages 24 to 25);
- › Fire damage (see pages 26 to 27);
- › Storm, hail or flood damage (see page 29);
- › Theft or attempted theft (see page 31); or
- › Vandalism or malicious act (see page 32)

and **your vehicle** is damaged leaving it un-roadworthy or unsafe to drive, **we** will pay the reasonable costs for transportation up to \$500 to:

- › return **you** and **your family** home; and
- › collect **your vehicle** when it has been repaired.

**You** must provide **us** with all the accounts and receipts for any transportation costs.

### What is not covered

**You** are not covered if **you** are unable to provide **us** with the accounts and receipts **we** request in relation to **your** transportation costs.

**You** are also not covered as described in the General Exclusions listed on pages 52 to 57.

### Limits

The most **we** will pay is up to \$500 in total in respect of any one Insured Event.

## Cover Options

The following options are available under Comprehensive Cover only.

**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 advised, it will be stated on **your Certificate of Insurance**.

Any event in respect of which a claim is made under a Cover Option must occur after the policy commenced and before it expired or was cancelled.

### Driver age restriction

This Cover Option may be available with Comprehensive Cover.

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

### What is covered

If this Cover Option is noted as covered on **your Certificate of Insurance**, **you** are entitled to pay a reduced premium for reduced 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.

**We** will, however, 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**.

## 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 also not covered as described in the General Exclusions listed on pages 52 to 57.

## Limits

Maximum limits apply. Please refer to pages 14 to 17.

## Hire car following an incident

This Cover Option is available with Comprehensive Cover.

If **you** have selected this option and paid the additional premium, it will be stated as covered on **your Certificate of Insurance**.

## What is covered

If **we** agree to pay **your** claim under the Insured Event:

- > Collision or impact damage (see pages 24 to 25);
- > Fire damage (see pages 26 to 27);
- > Storm, hail or flood damage (see page 29); or
- > Vandalism or malicious act (see page 32)

**we** will

- > arrange for **you** to be provided with a hire car up to \$75 for each 24 hour period (to a maximum of \$1,050); or
- > pay **you** a daily allowance of \$30 if a hire car is not available.

**We** will provide the cover 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 either the **agreed value** or **market value**; or
- > for a maximum of 14 days

whichever happens first.

**You** may be required to pay a holding bond, deposit or provide a credit card imprint directly to the hire car company before a vehicle is made available.

**We** are not responsible for making sure a hire car is available or for any terms or conditions of the hire car agreement provided by the hire car company.

### **What is not covered**

**We** will not cover:

- > the costs of a hire car unless it has been arranged by **us** or approved by **us**;
- > running costs (including the cost of fuel used) or any additional hire costs;
- > 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.

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

**You** are also not covered as described in the General Exclusions listed on pages 52 to 57.

### **Limits**

The most **we** will pay in relation to this Cover Option is:

- > up to \$75 for each 24 hour period of car hire up to a maximum of \$1,050; or
- > a daily allowance of \$30 if a hire car is not available.

## Optional additional basic excess

This Cover Option is available with Comprehensive Cover.

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 is available at no cost to **you**:

- > at **bankwest.com.au**; or
- > by contacting **us** for a copy.

### 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 52 to 57.

## Protected No Claim Discount

This Cover Option is available with Comprehensive Cover.

If **you** have selected this option and paid the additional premium, it will be stated as covered on **your Certificate of Insurance**.

### 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 pages 63 to 65.

### 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 52 to 57.

### Limits

This Cover Option is limited to the first claim in a **Period of Insurance**.

## Removal of excess for glass damage

This Cover Option is available with Comprehensive Cover.

If **you** have selected this option and paid the additional premium, it will be stated as covered on **your Certificate of Insurance**.

### What is covered

If **we** agree to pay **your** claim under an Insured Event, **you** will not be required to pay an **excess** on that claim where only **your** windscreen or window glass (including sunroof) is damaged.

This Cover Option applies to one claim in a **Period of Insurance**.

**We** will decide whether to:

- > repair **your** windscreen or window glass; or
- > replace the windscreen or window glass in **your vehicle**.

### What is not covered

**You** are not covered as described in the General Exclusions listed on pages 52 to 57.

### Limits

This Cover Option is limited to one claim per **Period of Insurance**.

# 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 when reasonably requested by the relevant authorities.

At **our** discretion, **we** may pay for loss of or damage to **your vehicle** if **you** can 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 who was not accompanied by a licensed driver as per the licencing requirements of **your** relevant state or territory.

At our discretion, **we** may pay for loss or damage to **your vehicle** if **you** can prove that **you** did not know and could not reasonably have found out that the driver of **your vehicle** was not licenced 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.

At **our** discretion, **we** may pay for loss or damage to **your vehicle** if **you** can prove that **you** did not know and could not reasonably have found out that the driver of **your vehicle** was not licenced 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.

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 pages 47 to 48), 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 (including where **your vehicle** is being used as a ride sharing service or similar). This exclusion does not apply if:
  - 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** or allowing it to be towed illegally.
12. any:
  - deterioration;
  - wear;
  - tear;
  - lack of maintenance;
  - fading;
  - rust;
  - erosion; or
  - other forms of corrosionof **your vehicle**.
13. mould, mildew or dampness.
14. **your vehicle** being used whilst it is damaged, unsafe or un-roadworthy.

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;
  - 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 (see pages 24 to 32) 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. depreciation of **your vehicle**, insured property or personal items.
  27. 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.
  28. 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.
  29. biological or chemical contamination from any source.
  30. asbestos or derivatives of asbestos of any kind.
  31. flammable substances, dangerous or hazardous goods where the quantities stored exceed statutory limits or other required limitations by a statutory authority.
  32. any cleaning process including the use of any chemicals or bleach.
  33. any incident which is insurable under any statutory or compulsory insurance contract or any statutory or compulsory insurance or compensation scheme or fund.



**We** will also not cover:

1. structural, mechanical, electrical, electronic failure or breakdown of **your vehicle**.
2. loss or damage to **your vehicle's** tyres caused by road cuts, punctures, bursts or braking.
3. 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.
4. 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.
5. compensation for distress, inconvenience or other non-financial loss.
6. 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.
7. the replacement cost of any fuel in **your vehicle**.
8. loss or damage to any electronic/computer components of **your vehicle** caused by:
  - user error or misuse; and
  - computer viruses including but not limited to malware, spamming, spyware, worms, trojan or any other exploits.
9. re-coding, re-installing or replacing non-standard electronically stored data or files.

# Excesses

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

Where an **excess/es** applies **we** will:

- > deduct the **excess/es** from any settlement amount **we** pay directly to **you** (or **your** credit provider);
- > deduct the **excess/es** from any invoice **we** receive from a repairer or supplier, which will mean that **you** will be responsible for paying the amount of the **excess/es** directly to them; or
- > require **you** to pay the **excess/es** to **us** prior to the settlement of **your** claim.

For more information about excesses, please refer to the Premium, Excess and Discount Guide which is available at no cost to **you**:

- > at **bankwest.com.au**; or
- > by contacting **us** for a copy

## **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

### Basic excess

A fixed amount stated on **your Certificate of Insurance**.

This **excess** applies to all claims, however it is not payable if:

- > **we** determine **you**, the driver of **your vehicle** or **your vehicle** did not contribute to the cause of the incident; or
- > **your vehicle** was damaged whilst parked

and **you** can provide **us** with the:

- > driver/s name/s;
- > driver/s address/es,
- > driver/s telephone number/s; and
- > registration number/s

of the other vehicle/s involved in the incident.

### Optional additional basic excess

This **excess** is selected by **you** (see page 50) and is paid in addition to the Basic **excess** (Basic **excess** + Optional additional basic **excess**).

If **you** have selected this option, the Optional additional basic **excess** amount is listed on **your Certificate of Insurance**.

### Age excess

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**.

The **excess** is not payable if **your** claim is for the following:

- > damage to **your vehicle** whilst parked;
- > Fire damage (see pages 26 to 27);
- > Storm, hail or flood damage (see page 29);
- > Theft of keys (see page 30);
- > Theft or attempted theft (see page 31);
- > Vandalism or malicious act (see page 32); or
- > glass damage only.

(Continued overleaf)

**Age excess  
(continued)**

This **excess** is in addition to the Basic **excess**, any Optional additional basic **excess** and any applicable Imposed **excess**.

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**Undeclared  
young  
driver  
excess**

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, who is not stated as a **declared driver** on **your Certificate of Insurance**.

This **excess** is not payable if **your vehicle** was being driven by, or in control of, a person under 25 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**.

The **excess** is also not payable if **your** claim is for the following:

- > damage to **your vehicle** whilst parked;
- > Fire damage (see pages 26 to 27);
- > Storm, hail or flood damage (see page 29);
- > Theft of keys (see page 30);
- > Theft or attempted theft (see page 31);
- > Vandalism or malicious act (see page 32); or
- > glass damage only.

This **excess** is in addition to the Basic **excess**, any Optional additional basic **excess** and any applicable Imposed **excess**.

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**Inexperienced driver excess**

If **you** have not selected the 'Driver age restriction' Cover Option or the option is not available (see pages 47 to 48), 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.

If **you** have selected the 'Driver age restriction' Cover Option (see pages 47 to 48), 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.

The Inexperienced driver **excess** is stated on **your Certificate of Insurance**.

This **excess** is not payable if **your** claim is for the following:

- > damage to **your vehicle** whilst parked;
- > Fire damage (see pages 26 to 27);
- > Storm, hail or flood damage (see page 29);
- > Theft of keys (see page 30);
- > Theft or attempted theft (see page 31);
- > Vandalism or a malicious act (see page 32); or
- > glass damage only.

This **excess** is in addition to the Basic **excess**, any Optional additional basic **excess** and any applicable Imposed **excess**.

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## Imposed excess

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**.

### 1. Imposed driver excess

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.

### 2. Imposed vehicle excess

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.

These **excess/es** are in addition to the Basic **excess**, any Optional additional basic **excess**, Age **excess** and Inexperienced driver **excess**.

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## No Claim Discount or Rating

The No Claim Discount (NCD) 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 accident history.

### 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 following shows how different claims can affect **your** NCD or Rating when **you** lodged a claim in the expiring **Period of Insurance**:

Decrease	Increase (Up to our maximum NCD or Rating)	No Change
At-fault incidents involving other parties	Not at-fault incidents where the at-fault party can be identified	Fire (i.e. bushfire, house fire, engine fire).
At-fault incidents and no other party involved	Any other claim type where the responsible party can be identified.	Storm (including flood) or hail damage.
Not at-fault incidents where the at-fault party cannot be identified	If no claims are lodged during the expiring <b>Period of Insurance</b>	Damage to <b>your</b> windscreen or window glass if the damage is accidental.
Incidents caused by road conditions		
Damage whilst parked where the identity of the responsible person is unknown		
Malicious damage (including malicious fire damage) where the identity of the responsible person is unknown		
Theft of or theft from <b>your vehicle</b> where the identity of the responsible person is unknown		
Theft of <b>your keys</b> (as per page 30 of the PDS)		

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 of 'Protected No Claim Discount' (pages 50 to 51 of the PDS), and **you** lodge a claim which would normally reduce **your** NCD or Rating on the next renewal, **your** No Claim Discount 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 possible if **you** need to make a claim;
- › take all reasonable steps to prevent any further loss or damage occurring;
- › obtain 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, even if **we** have already paid **your** claim or require **you** to pay back any amounts **we** have already paid to **you**;
- › 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 immediately and keep a record of the incident number. **We** may require copies of the police report in order to process **your** claim.
- › 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 36).

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 is available at no cost to **you**:

- › at **bankwest.com.au**; or
- › by contacting **us** for a copy

### How we settle a claim

If **we** agree to pay **your** claim under the following Insured Events:

- › Collision or impact damage (see pages 24 to 25);
- › Damage from an uninsured driver (see pages 25 to 26);
- › Fire damage (see pages 26 to 27);
- › Storm, hail or flood damage (see page 29);
- › Theft or attempted theft (see page 31);
- › Vandalism or malicious act (see page 32)

**we** will decide whether to:

- › repair **your vehicle**;

- > replace **your vehicle**;
- > pay **you** the reasonable cost of repairing **your vehicle**; or
- > pay **you** either the **agreed value** or **market value** as shown on **your** current **Certificate of Insurance**.

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 (See pages 33 to 51) in addition to **your agreed value** or **market value**:

- > Accidental death;
- > Baby capsules and child seats;
- > Domestic pets;
- > Emergency accommodation costs;
- > Emergency repairs;
- > Hire car following theft;
- > Personal items;
- > Towing and storage costs;
- > Trailers and caravans;
- > Transportation costs; and
- > Hire car following an incident (when this Cover Option is selected).

### **Proof of loss and ownership**

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

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

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/es, 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.

### **Deciding who is at fault**

**We** will decide who is at fault in an incident involving any other party.

### **Choice of repairer**

If **you** lodge a claim with **us** and **we** agree to repair **your vehicle**, **we** will choose the repairer.

**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 section 'Emergency repairs' (see page 36).

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

- > **our** recommended repairer; or
- > **your** nominated repairer.

**We** only accept responsibility for any repairs authorised by **us**.

Alternatively **we** may at **our** discretion pay **you** the reasonable costs, as determined by **us**, for **you** to repair **your vehicle**.

### **Repair guarantee**

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

### **Spare parts**

Where **your vehicle** is within its new car warranty period **we** will only authorise the use of manufacturer's approved parts. Where **your vehicle** is outside its new car warranty period **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. 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 required information about the event, allow **us** to inspect **your vehicle** and interview **you** in respect of **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 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, in respect of an incident covered by this policy, 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 in respect of an incident 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 (see page 71). 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.

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 page 70), **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** will also be entitled to any refund of unexpired **vehicle** registration or Compulsory Third Party Insurance where permitted by law.

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

If **we** decide to pay **you** the **agreed value** or **market value** 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**. **You** will not be entitled to any refund of premium for any unexpired period of **your** policy.

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

If **we** decide to pay **you** the **agreed value** or **market value** 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 also not be covered for any event that occurs after the effective date of the cancellation of **your** policy.

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

In the event of a **total loss** and **we** agree to pay a claim for **your vehicle**, 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 **agreed value** or **market value** 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 **agreed value** or **market value** (less any applicable **excess/es**), **you** will be responsible to the credit provider for the shortfall.



## 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 81.

If **we** are unable to satisfy **your** complaint, **our** internal procedures will ensure that **your** complaint is referred to an appropriate person and receives prompt attention.

If **you** still remain dissatisfied, **we** have **our** own internal dispute resolution process. **You** can access it either by calling the Customer Relations number on **1800 805 605**, or by writing to:

**Customer Relations  
Commonwealth Bank Group  
GPO Box 41  
Sydney NSW 2001**

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 45 days.

If **we** are unable to provide a final response to **your** complaint within 45 days, **we** will:

- › inform **you** of the reasons for the delay; and
- › advise of **your** right to complain to the Financial Ombudsman Service (FOS Australia); and
- › provide **you** with their contact details.

### **External dispute resolution**

If **you** are not happy with the response **we** provide after **you** have dealt with **our** Customer Relations

Department, **you** may refer **your** complaint to the FOS Australia. **You** will need to make contact within 2 years of receiving **our** final decision. The FOS Australia offers a free, independent dispute resolution service for the Australian banking, insurance and investment industries.

**You** can contact the FOS Australia by calling **1300 780 808** or free call **1800 367 287 (1800 FOS AUS)**. Calls from a mobile phone may still incur charges.

**You** can also:

- > write to:  
**Financial Ombudsman Service (FOS Australia)**  
**GPO Box 3, Melbourne, VIC 3001; or**
- > visit the website **fos.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 (**Commlnsure**) adheres to the Group's Privacy Policy which can be found at **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** or request a copy of the Bankwest Privacy Policy at any Bankwest store.

### 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 publically 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;
- › 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 tell **us** by calling **us** on **13 24 23** or by emailing **us** at **generalinsuranceprivacy@cba.com.au**. For requests about Bankwest direct marketing please refer to the Bankwest Privacy Policy.

### **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;
- > 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**.

### **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. **We** may charge **you** for providing access.

**Telephone: 13 24 23**

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

For more information about **our** privacy and information handling practices, please refer to the 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**

**Telephone: 1800 805 605**

**Facsimile: 1800 028 542**

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

## 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 <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 open fair and honest in the way it deals with all its customers.

Whether **you** are taking out 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.

The General Insurance Code of Practice specifically addresses the following areas:

- > buying Insurance;
- > service and claims standards;
- > financial hardship;
- > responding to catastrophes;
- > complaints handling;
- > access to information.

**Commlnsure** 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 contact **Commlnsure** by:

- > Visiting any Bankwest Store;
- > Calling **our** Customer Service Centre and/or Claims Department on **13 24 23**;
- > Emailing **us** at **contactus@commlnsure.com.au**; or
- > Writing to **us** at:  
**PO Box 315,**  
**Silverwater, NSW, 2128.**

**You** can also visit **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**).

**Commlnsure** 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 **Commlnsure** 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**.

### 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.

In addition, staff may be eligible for prizes such as gift vouchers. **You** may request further details of these prizes by contacting **us** within a reasonable time after receiving this FSG and before any financial service is provided to **you**.

### 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.

visit any store  
13 17 19  
[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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