



# Car Insurance Policy

**Product Disclosure Statement  
and Policy Wording**



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## Welcome to Insurance Box

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Your Policy is designed to reward good drivers and to provide feedback on driving performance to enable you to drive better.

Insurance Box Pty Limited ABN 42 165 156 972, Australian Financial Services Licence number 450498 administers and issues policies, alterations and renewals as an agent of QBE. The Insurance Box Financial Services Guide (FSG) provides more detail about this relationship and can be found on our website [insurancebox.com.au](http://insurancebox.com.au).

Car insurance needn't be confusing so we hope this Product Disclosure Statement is easy to understand. There are some new aspects that you will not have seen or experienced from any other insurer in Australia before, so please take the time to read through this booklet and if you have any questions or need more information, email the Insurance Box team on [service@insurancebox.com.au](mailto:service@insurancebox.com.au) or call 1800 133 723.

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## About this booklet

This document is a Product Disclosure Statement (PDS) and is also our insurance Policy Wording. Other documents may comprise our PDS and we will specifically tell you if this is the case in the relevant document.

This document contains important information to help you understand this insurance. It is up to you to choose the cover you need. Any advice in this document is of a general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if this insurance is right for you.

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by contacting the customer service team. We will issue you with a new PDS or a supplementary PDS where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

Please take the time to read through this booklet and if you have any questions or need more information, email the Insurance Box team at [service@insurancebox.com.au](mailto:service@insurancebox.com.au) or call 1800 133 723. Thank you for making the Insurance Box Policy your first choice.

### About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

The company has been operating in Australia since 1886 and continues to provide insurance solutions that are focused on the needs of policyholders.

### About Insurance Box Pty Limited

Insurance Box Pty Ltd, ABN 42 165 156 972, AFSL 450498 is majority owned and operated by QBE. The company is an agent of QBE managing the distribution and the provision of the unique telematics feature of the product. It holds the Trade Mark for DriveScore, a new dynamic rating system for car insurance based on your driving behaviour. It is the first such product in Australia, and has received the CANSTAR Innovation Excellence and the Celent Asia Pacific Model Insurer awards.

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## Responsibilities to each other

We treat everybody with respect, no matter the age, background or sex, and in return we know you'll welcome dealing with a company that listens and strives to meet your needs. We need to have accurate records of your car and who drives it to make sure you are covered. In return we ask that you are truthful with us and disclose this information. This information is held securely and we protect its privacy by holding it separate from the driving data you share with us.

We have a duty of utmost good faith to each other under law, to act consistently with commercial standards of decency and fairness and we strive to have your claim resolved as quickly as possible. We take seriously our obligation to bring to your notice the consequences of any breach of a condition of this Policy by you.

## Your responsibilities

You must install the Insurance Box or register the App, within thirty (30) days from the start date of the Policy. This is a condition of the Policy, and if the Insurance Box is not installed or the App not registered within thirty (30) days from the start date of the policy, and you make a claim, a \$1,500 excess automatically applies regardless of the cause. This is shown as a Policy Excess on your Certificate of Insurance and will apply in addition to any other excesses applicable. In addition, the Policy may be cancelled if you don't install the Insurance Box or register the App. We'll make all reasonable attempts to contact you before the Policy is cancelled.

## Duty of disclosure

Before you enter into an eligible contract of insurance with us, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

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

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, 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.

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## Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which may increase the risk of loss, damage or injury. Examples of circumstances where the risk of loss, damage or injury may increase include (but are not limited to):

- Changing the ownership of your vehicle;
- Storing the vehicle at a different address;
- Other drivers regularly using your vehicle;
- How you use your vehicle; and
- Modifying your vehicle.

Any of these changes may result in:

- Change in premium
- A particular driver being excluded

If you do not tell us, it may result in a claim being refused or payment reduced.

## How and why to check your driving history

You can check your driving history by contacting the relevant Road Traffic Authority in your state or territory. You can obtain details of your driving history from your previous insurer. It is your responsibility to make sure all the information you give us is complete and correct, for all named drivers. If what you told us about named drivers is wrong or incomplete, your claim may be rejected, so if you are unsure, you should ask the other named drivers to confirm their driving history.

## What if the driving history was incorrect and the car was stolen? Would that affect a theft claim?

If the inclusion of the information would have meant that we would not have accepted the policy, we may reject the claim, even if the circumstances were irrelevant to the non-disclosure. When you lodge a claim, we will need to examine the car and we will ask you to provide proof of yours and the driver's history to confirm that the correct information had been given.

## If it's that important, why don't we insist on you giving proof of your history when you purchase?

Most people know their driving history and the details of the car they want to insure. It would be inconvenient and an unnecessary burden for them to have to produce written confirmation when the Policy is purchased.

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## Our responsibilities

### Renewal

#### At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop.

If the first instalment for a renewed Policy isn't received we'll try and retake the instalment after seven days. If it remains unpaid, your renewed Policy won't operate and there'll be no cover.

If an instalment is unpaid, we'll send you a reminder letting you know when we're going to retake the instalment. If we still don't receive your payment after this reminder, we'll write telling you the date your Policy will be cancelled unless your payment arrives. Then, if we don't receive a payment, we'll send you a notice to confirm your Policy has been cancelled.

#### Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

#### If your payment details change

If the payment details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

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## Cooling off period

If you want to cancel your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this we must receive your request to cancel within fourteen (14) days of the start date of the Policy. You will also a full refund on the Insurance Box if you return the Box to us in good working order and we receive your request to cancel within fourteen (14) days of the start date of the Policy.

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

## Cancellation of your policy by you

You may cancel your Policy at any time in writing or electronically to [service@insurancebox.com.au](mailto:service@insurancebox.com.au) or by calling the Insurance Box team on 1800 133 723. If you do not have any outstanding claims under the Policy, you'll be refunded a portion of the premium relating to the unexpired period of your Policy, as well as a pro-rata refund of any taxes and charges to which you are entitled by law, less any applicable administration charge. The amount of these fees can be found on our website [insurancebox.com.au/fees](http://insurancebox.com.au/fees).

If you cancel this Policy you will be required to return the Insurance Box to Insurance Box, Reply Paid 89878, Melbourne, VIC 3000. We will retain an additional administration charge if you do not return the Insurance Box in good working order.

## When your Policy ends

There are eight (8) ways your Policy can end:

- your car is a total loss, or is stolen and not recovered and we pay out your Policy;
- if any instalment of premium has remained unpaid for one (1) month;
- you decide to cancel during the fourteen (14) day cooling off period;
- you decide to cancel the Policy and we will refund you the remaining premium, less an administration fee;
- you have been fraudulent;
- you do not activate the Insurance Box by installing it in your car, or register the App within thirty (30) days of the Policy Start date;
- you have been fraudulent in your disclosures but we have subsequently found that out and cancelled your Policy with good reason;
- your renewal premium remains unpaid after the renewal date.

In all these circumstances, if you have an Insurance Box, it must be returned in good working order to us at Reply Paid 89878, Melbourne, VIC 3000.

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## What makes up this Policy

This Policy and the Certificate must be read together as they form your insurance contract.

This Policy sets out what you are insured for and those circumstances where you will not be insured.

Some words and expressions have been given a specific meaning in this Policy. You will find their meaning in 'Definitions' in this booklet.

Provided we receive the premium, we will insure you as set out in this Policy and Certificate in respect of an incident occurring during the period of insurance.

**Important note:** Sometimes the wording of your contract will need to change because of your requirements. We do this by adding what is called an amendment. You will find all amendments that apply to your Policy printed on your Certificate.

Your insurance contract documentation includes this PDS/Policy Wording together with the Certificate and any declarations you have made. Insurance Box Pty Limited also provides you with an Insurance Box that will be sent to you by Australia Post, along with easy to install instructions, or a link to register for the App to your email address. All policy documents will be sent to the email address you've provided, unless you tell us otherwise. If your email address changes please contact us so you can continue to receive your documentation. Each electronic communication will be deemed to be received by you 24 hours after it leaves our information system. The documents together with the installation of the Insurance Box make up your insurance contract with us. Alternatively if you are registered for the Insurance Box smartphone App, this PDS/Policy Wording, your Certificate and your Insurance Box App on your personal smartphone together make up your insurance contract with us.

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## Definitions

Some words and expressions in the Policy and Certificate have a specific meaning which is given below.

Word or term	Meaning
After market accessory	<p>any fitted item owned by you, which is not a manufacturer's accessory fitted to the model of your car. Examples can include:</p> <ul style="list-style-type: none"> <li>• a permanently fixed Global Positioning System (GPS);</li> <li>• an audio-system, television.</li> </ul> <p>There is no insurance cover for any fitted after market accessory unless it is shown on your Certificate.</p>
Agreed value	<p>the fixed amount for which your car is insured for each period of insurance regardless of any price change for your car during that period.</p> <p>The agreed value includes the value of insured accessories, modifications and equipment.</p>
App	<p>means the Insurance Box software application designed to run on your Android or Apple smartphone.</p>
Certificate	<p>the Certificate of insurance or any amendment we give you. This sets out the limits of cover and any excesses that apply.</p> <p>Important note: You should check to ensure that all the information is correct in the Certificate. If anything is wrong, contact the Insurance Box team on 1800 133 723 or email <a href="mailto:service@insurancebox.com.au">service@insurancebox.com.au</a> immediately.</p>
Driving licence	<p>a licence or permit issued by the relevant Australian, New Zealand, UK, Ireland or Channel Isles authority and that is in force and held by you or an insured person at the time of the incident and is current for the class of your car, which the state motor vehicle authority permits you or an insured person to drive.</p>

Word or term	Meaning
DriveScore	an assessment of the insured persons' driving behaviour based on certain driving skills and habits.
Family	spouse or de facto, a parent, grandparent, brother, sister, child or grandchild (including in each case half, step, or adopted relationships) of the policyholder.
Financier	the person or entity with a security interest in your car.
Incident	any event which results in a claim on this Policy.
Insurance Box	the telematics device from Insurance Box Pty Limited.
Insured person	you and any other person who has your permission and is licenced to drive your car, and is not otherwise excluded (see page 37).
Manufacturer's accessory	<p>any fitted item included in the standard configuration of a particular car make and model fitted to your car by the manufacturer or by the dealership as part of the original sale. They do not affect the performance of the car. Examples can include:</p> <ul style="list-style-type: none"> <li>● window tinting;</li> <li>● air conditioning;</li> <li>● headlight protectors;</li> <li>● floor mats.</li> </ul>
Market value	<p>the cash purchase price of a car of the same age, type and condition, in your local area, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs. To assist in determining the market value we may also use 'The Red Book' price guide, 'Glass's Dealer Guide' or other available information. The market value includes the market value of any keys and any options, accessories or modifications that are permanently fitted to your car. The estimated value includes GST. Market value can change frequently.</p>

Word or term	Meaning
Modification	<p>any alteration to your car's standard body, interior, engine, suspension, wheels, tyres or paintwork which could affect its value, safety, performance or appearance.</p> <p>There is no insurance for any modification that is not shown on your Certificate. Modifications not insured if not notified to us could include:</p> <ul style="list-style-type: none"> <li>• mag or alloy wheels,</li> <li>• wide or special tyres,</li> <li>• a spoiler or an air scoop,</li> <li>• special paintwork, decals or murals,</li> <li>• a pop-top, campervan fittings,</li> <li>• a rally-pack,</li> <li>• LP gas conversion,</li> <li>• a sun-roof.</li> </ul>
Personal effects	<p>essential daily items such as clothes, glasses and luggage. Personal items do not include:</p> <ul style="list-style-type: none"> <li>• mobile phones, portable Global Positioning Systems and electronic devices,</li> <li>• cash, cheques, lottery tickets, credit cards and negotiable instruments,</li> <li>• tools of trade</li> </ul>
Personalised plates	<p>means a non-standard registration plate issued by the licencing authority in your state or territory.</p>
Policy holder	<p>the person named as the owner of the policy.</p>
Premium	<p>the amount we charge you in order to provide you with insurance. The premium may be subject to taxes and government charges, which are part of the total amount payable by you.</p>
Security interest	<p>means a security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).</p>
Sum insured	<p>either agreed value or market value as shown on the Certificate.</p>

Word or term	Meaning
Total loss	<p>a car will be declared a 'total loss', if:</p> <ul style="list-style-type: none"> <li>• the cost to repair your car plus the value of any salvage (if applicable) exceeds the agreed value or market value, or</li> <li>• your car is stolen and not recovered within a reasonable period of time as determined by us.</li> </ul> <p>We will settle the claim on the basis of market value or agreed value depending on the cover shown on the Certificate.</p>
Total payment	<p>any amount we require you to pay under the Policy, including any government charges and taxes. This may also include an additional charge for your Insurance Box or App.</p>
Use	<p>use of your car for one (1) of the following:</p> <p>Personal use, which means for:</p> <ul style="list-style-type: none"> <li>• social, domestic, pleasure purposes; plus infrequent and occasional time spent using your car for work purposes.</li> </ul> <p>Commuting use, which means for:</p> <ul style="list-style-type: none"> <li>• personal use; plus</li> <li>• use of your car to travel to or from a place of employment, work, or education.</li> </ul> <p>Business use, which means for:</p> <ul style="list-style-type: none"> <li>• personal use, commuting use; plus</li> <li>• to perform a job or earn an income, whether in a full time, part time or casual, working capacity; or</li> <li>• use in a business where your car is licensed for the carriage of goods; or</li> <li>• as a primary producer.</li> </ul> <p><b>Important note:</b> Insurance is excluded for some types of business or commercial uses including if your vehicle is let on hire or is being used by you or someone authorised by you to carry passengers or goods for payment. See page 37 for more information.</p>
We, our and us	<p>QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.</p>

Word or term	Meaning
Window	means the car's door glass, side or rear window glass.
Windscreen	means the car's front windscreen.
You and your	the person(s) named in the Certificate as the policy holder.
Your car	the registered car owned by you which is described in the Certificate including roof glass, fitted accessories or modifications, as shown in the Certificate.
Your trailer	a registered trailer owned by you which can be legally towed by your car, including a boat trailer, a camper trailer or any other trailer.

## General information

### The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

You may access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Your Journey Data is protected. For details of our Privacy and Journey Data Policies, please visit [www.insurancebox.com.au](http://www.insurancebox.com.au).

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## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

### Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

### Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

#### *Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

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## Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE Customer Care, FOS Australia or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Policy Wording

### Unique features of this Policy

An essential feature of the Insurance Box Policy is the Insurance Box itself. This is a small box that fits discreetly into your car below the dashboard in a connector plug (the OBD port) designed for such purposes. It is licensed to you for the purpose of recording the driving behaviours of those you allow to use your car. Alternatively, you may have been offered or have registered for the Insurance Box App, which samples your driving and provides a DriveScore to you, enabling you to understand your driving style. The data obtained about your driving behaviour from the Insurance Box or App is used to assist you in improving your driving skills which contribute in determining an appropriate premium. You are able to view details of your driving style through [insurancebox.com.au](http://insurancebox.com.au) using a secure customer portal.

It's your responsibility to ensure that any other party who has an interest in the ownership of your car (such as your partner) has agreed that the Insurance Box will be installed in your car, or that the Insurance Box App has been registered. The Insurance Box remains the property of Insurance Box Pty Limited and must be returned to us in good working order when you are requested to do so. Insurance Box Pty Ltd will charge an administration fee to your credit or debit card if the Insurance Box is not returned in good working order.

Insurance Box Pty Limited reserves the right to remove the Insurance Box at its option at any time or request you re-install the Insurance Box on our behalf during the term of this Policy. This will enable us to ensure the Insurance Box is updated if there are technological changes or improvements.

### Installing the Insurance Box

If you are to receive an Insurance Box, it will be sent by mail, and be delivered to your correspondence address. If it cannot be delivered you will be asked to attend an Australia Post outlet to collect it. You need to self-install the Insurance Box in your car.

See the three (3) step instruction sheet in this pack.

1. Open the packaging.
2. Look under your dashboard to identify the location of the OBD port.
3. Install the Insurance Box firmly in place.

If you need help call 1800 133 723 or watch the video at [insurancebox.com.au](http://insurancebox.com.au)

There are certain cars that do not have a readily accessible OBD plug, in which to self-install an Insurance Box. Prior to 2000, cars were not fitted with suitable OBD plugs and in such cases we are unable to offer

insurance cover. Most cars from 2000 will be fitted with an OBD plug and, since 2006, it has been law for all cars in Australia to have an OBD connector point.

**Important Note:** Tampering with the Insurance Box may invalidate the insurance cover provided, and your Policy may be cancelled. Damage or loss caused by any form of tampering is not permitted. When your car is serviced or repaired you should take the Insurance Box out of the car prior to delivering it to the workshop, and replace it once you are returned the car.

## Insurance Box must be installed or App registered for cover

It is a condition of this Policy that you install an Insurance Box or use the Insurance Box App for a period of time so we can record driving use. If the Insurance Box is not installed or the App not registered within thirty (30) days from the start date of the policy, and you make a claim, a \$1,500 excess automatically applies regardless of the cause. This is shown as a Policy Excess on Your Certificate and will apply in addition to any other excesses applicable. In addition, the policy may be cancelled if you don't install the Insurance Box or register the App. We'll make all reasonable attempts to contact you before the Policy is cancelled.

## Your car's DriveScore

We have done away with the no claims bonus and Rating 1 systems that are based on stereotyping you within a particular risk type. We believe these systems no longer work effectively as they rely on criteria that may have little bearing on how the driver of a car actually uses it.

We have replaced these systems with a DriveScore that provides an assessment of the driving behaviour experienced in your car. The best part is that you can achieve the highest possible DriveScore within a year based on the actual driving behaviour experience instead of waiting many years to reach a Rating 1.

You can also proudly share your DriveScore with others to prove your driving skills. If you wish to cancel your insurance we will provide you with a Certificate that details your DriveScore and your claim free driving years.

## How do I see my DriveScore?

You can log on to your dashboard at [insurancebox.com.au](https://insurancebox.com.au) and view the history of your DriveScore, which is made up of a range of performance measures including speed relative to statutory speed limits and the time of day the car is being used.

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## Will I always have to have an Insurance Box installed or App registered?

People are creatures of habit, and so, over a period of time, we sample how the car is driven and observe the driving skills of those drivers who use it. If we believe there is little additional value for you in having an Insurance Box fitted, we will ask you to remove the Insurance Box and return it to Insurance Box Pty Limited at our cost (Reply Paid 89878 Melbourne VIC 3000). We may ask you to upload our smartphone App as an alternative to the Insurance Box device.

## Premium

The premium is the amount we charge you for this insurance Policy and is shown on the Certificate. We consider a number of factors when calculating your premium.

Your premium and the date it's due are shown on your Policy Schedule.

Any applicable compulsory government charges are added to the premium. We may also charge an additional processing fee when you pay by instalments.

You may contact the Insurance Box team on 1800 133 723 to make any changes required to your Policy.

When you contact us to change your Policy details (for example a change of car or change of address), we will review your cover including your DriveScore and we may increase or reduce your premium to reflect all your changed circumstances. If a refund is payable, we will provide it to you as a one-off payment or, if paying by instalments, by reducing your remaining monthly premium payments. Any extra premium needs to be paid in full immediately or, if paying by instalments, can be added to your remaining monthly premium payments.

## Payment methods

You can choose whether to pay up front or, if it is more convenient to you, by a combination of upfront payment and monthly instalments. We accept initial payment, whether for annual or instalment premiums, by either VISA or Mastercard credit or debit cards. At renewal, we continue to collect your revised renewal premium if your chosen payment method is by instalment, unless you advise us otherwise.

The total amount we charge is higher when you pay in instalments than if you pay one (1) sum annually. Merchant fees are charged to payments using credit and debit cards and reflect the costs of managing the payment method. The administration fee charged is a proportion of the total payment being paid by instalments. Details of the applicable fees can be found at [insurancebox.com.au/fees](https://insurancebox.com.au/fees).

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## Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

## Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your payment details change you must tell us no later than seven days before your next instalment is due.

### *What happens if you miss an instalment*

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

### *If your payment details change*

If your payment details change, such as you changing credit cards, you must tell us at least seven days before your next payment date.

## Adjustment of premium on renewal

When you renew your Policy the premium will be different from what you last paid as we will incorporate your DriveScore and take account of any changed personal circumstances. We will allow for any inflationary increase in repair costs and assess whether any of the risk pricing factors applicable to you or your car have changed. Changes to government taxes can also affect the total amount you pay at renewal.

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

## When your car is a total loss

Where we have paid a claim on a total loss basis, your Policy with us is deemed to have been fulfilled and there is no refund of any premium or, if you have been paying your premium by instalments, we will deduct any unpaid instalment amount up to your Policy expiry date from the total sum insured.

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## How we calculate your premium

When you seek a quotation from us we will always ask you some important questions about you, your car and the claims and driving history of those who will drive it. We will also ask you questions such as whether you would like to increase your total excess and how you would like to pay for your Policy.

Once you have told us the information we need, we will use various pricing factors to determine your Policy premium. Once you install the Insurance Box or App we will receive data about your car's actual use and we will use this information to illustrate how you may save premium by driving more safely to minimise risk of collision. Information about your driving habits and your DriveScore are available in your dashboard and contribute to your premium calculation.

The table below illustrates the main pricing factors and the likely effect they have on the cost of an Insurance Box Policy.

Main pricing factors	Likely effect on insurance premium
The age of the youngest or least experienced driver.	The younger the driver, the higher the premium is likely to be. The less experience a driver has, the higher the premium is likely to be.
The driving and claims history of all drivers who will use the car.	Past history is indicative of future behaviour so premium will vary accordingly. We honour any claim free years and use this to provide you with a lower premium. We can provide details of your claim free years should you decide to cancel your Policy.
The car make, model, age, value, modifications or accessories all affect repair costs and the likelihood of incident or theft.	The lower the repair costs for a particular car the lower the premium will be.  Agreed value may cost more than selecting market value.
Whether the car is under finance	The premium is likely to be lower if there is no finance or hire purchase.
Whether the premium is paid by credit or debit cards or by instalments.	If the premium is paid in full up front it will be lower than if it is paid monthly.  Merchant fees will also apply.  An administration fee will apply if you pay by instalments.

Main pricing factors	Likely effect on insurance premium
Whether you select the optional excess.	The premium may reduce if you choose a higher excess option.
What your DriveScore is.	An Insurance Box in your car, or the Insurance Box App, will sample your car's usage and recognise your driving style. From this data a DriveScore is calculated with a higher DriveScore contributing to a lower insurance premium, and a lower DriveScore contributing to a higher insurance premium.
Time of day or night your car is used.	There is a greater frequency of collisions at night so regularly driving between midnight and 5am will increase your premium.
Location where your car is kept overnight.	This will affect the likelihood of theft and collision.
Your acceleration and braking.	Smooth acceleration and braking indicates appropriate judging of distance between cars and anticipation of traffic movement. This will reduce premium over time.
Speed relative to fixed or variable speed limits.	Regularly driving within the road speed limits will contribute to premium savings, but driving significantly over the statutory speed limits will increase premium.



## How do you use your car?

You can choose the use that best suits your needs.

**Personal use** refers to situations where you and your family use the car for social purposes, domestic purposes, pleasure purposes and incidental business use.

Incidental business use means that you are covered when you occasionally use your car for activities associated with your work. Incidental business use allows for situations that you do not use your car as an integral part of earning an income or performing a job.

**Commuting use** refers to situations where you and any named drivers regularly use the car to travel to or from a place of employment, work, or education. It includes social, domestic and pleasure purposes.

**Business use** refers to situations where you and your family use the car for social, domestic, pleasure and commuting purposes, and to perform a job and earn an income, whether in a full-time, part-time or casual working capacity. We do not cover working tools of trade or stock kept in the car. No cover will be provided for Business Use unless stated on your Certificate.

**Important note:** Insurance is excluded for some types of business or commercial uses including if your vehicle is let on hire or is being used by you or someone authorised by you to carry passengers or goods for payment. See page 37 for more information.

## Your Policy choice

### General overview of cover

Your comprehensive insurance Policy provides you with up to twelve (12) months of cover for your car. Your cover starts from the date that you have chosen and payment secured.

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## Comprehensive

This insurance is designed to cover you for theft or accidental damage to your car which occurs during the period of insurance up to the amount of the sum insured or other specified maximum limit, depending on the type of cover you have selected.

We also cover your legal liability for damage to other people's property and damage consequent to that, resulting from the use of your car during the period of insurance. We will also cover the use of a trailer attached to your car in the same circumstances. Any person using your car with your permission and who complies with the terms and conditions of this Policy is covered. You and your employer or principal are covered if you are driving your car in the course of your employment or agency where we insure the car for business use and this is noted on the Policy Certificate.

We will not pay for loss or damage to property owned by you or any person ordinarily living with you.

## Market or agreed value

You can choose which type of sum insured you prefer, either market value or agreed value. The sum insured for your nominated car is shown on the Certificate:

- market value - at the time of an incident or total loss we will pay up to the market value for your car (please refer to page 11 for the meaning of market value).
- agreed value - at the time of an incident or total loss we will pay up to the value we have agreed to insure your car for during the period of insurance. (please refer to page 10 for the meaning of agreed value).
- all listed modifications and accessories are subject to depreciation.

The legal liability cover insures you up to a set limit of \$20 million liability for all claims arising from the one (1) incident or series of related incidents.

Specific limits may apply to other property you want to insure, or to benefits we may pay. Please refer to your Certificate and the standard benefits.

Excesses may apply. See page 45.

You need to make sure you are happy with both your sum insured and relevant limits that apply. This is important because, if you are underinsured, you may have to bear the uninsured proportion of any loss yourself.

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## Summary of risks covered under your comprehensive policy

The maximum payable under this section is limited to your market or agreed value.

Example	Comprehensive
Your car is stolen and not recovered.	We will pay you the car's market value or agreed value at the time of the loss.
Your car is stolen but then recovered.	We will have it cleaned and ready for you, including the replacement of any broken glass and the repair of any damage. Note your Insurance Box may assist us in locating and recovering your car so please notify us immediately you become aware your car is missing.
You have damaged your car in an incident with another car that was your fault.	We will pay for the repair of your car and meet the cost of the other party's damage if the incident was your fault.
You have damaged your car in an incident with another car that was not your fault.	We will pay for the repair of your car so you are back on road without delay and recover this cost from the other driver's insurance company. Until such time as fault is determined, we will require you to pay the applicable excess(es).
You have damaged your car in an incident with another car where fault is being disputed by both drivers.	We will pay for the repair of your car and deal with the other party to resolve any dispute. Until such time as fault is determined, we will require you to pay the applicable excess(es).
An uninsured driver hits your car.	We will pay for the repair of your car.
You have damaged your car and hit property, whether another car is involved or not.	We will pay for the repair of your car and cover any property and legal liability to a total of \$20 million. This includes legal defence costs that we agree to for all claims arising from the single event.

Example	Comprehensive
Your car is damaged by a weather event or debris has landed on it.	We will pay for the repair of your car. We cover the cost of debris removal, up to a maximum of \$350.
Your car has a damaged windscreen or window	We will pay for the replacement of one front windscreen, door, side or rear window glass per period of insurance. A \$100 excess applies for the replacement of a windscreen or window glass. If a windscreen or window glass can be repaired, rather than replaced, no excess applies.
After any of the events above, you can't drive away (called non-drivable).	We will pay for the reasonable costs of towing your non-drivable car. We will also pay for the storage of your car by a towing service approved by us and for the towing costs and holding costs whilst we manage the repair, up to a maximum of \$250.
Your car is twenty four (24) months old or more and declared by us to be a write off or a total loss and therefore cannot be repaired and returned to you.	<p>We will pay you the agreed value or the current market value of the car, including listed accessories and modifications. If we pay the market value or agreed value, your car and its insured equipment becomes our property. If you choose to keep your car in its damaged condition then the salvage value will be deducted from your sum insured.</p> <p>We will receive any unexpired portion of your car's registration and Compulsory Third Party (CTP) insurance refund, in states where we are entitled to do so. You will provide us with a signed written authority to enable us to recover this refund.</p>
Your car is less than twenty four (24) months old and declared by us to be a write off or a total loss and therefore cannot be repaired and returned to you	<p>If your car is less than twenty four (24) months old from when it was first registered, we will replace your car with a new car of the same make, model or series so long as it is available in Australia and:</p> <ul style="list-style-type: none"> <li>• your car is a total loss, and</li> <li>• you purchased it new from the manufacturer or their dealer or as a demonstrator car, and</li> <li>• where your car is financed, your financier has given us written consent.</li> </ul>

Example	Comprehensive
	<p>If a new replacement car is not available, we will replace your car with the nearest equivalent car available, so long as it is available in Australia. If we cannot agree on a replacement car, we will pay you the amount it would cost to buy a new car the same as, or a near equivalent of, the car that needs replacing.</p> <p>If the excess is applicable it is payable to us before we replace your car.</p> <p>If we replace your car, your car and its insured equipment becomes our property. If you choose to keep your car in its damaged condition then the salvage value will be deducted from your sum insured.</p> <p>We also pay the registration, stamp duty and dealer charges for the period registered but not exceeding twelve (12) months on the new car but any unexpired portion of your car's registration fees, Compulsory Third Party (CTP) or stamp duty applicable, in states where we are entitled to do so, must be refunded to us. You will provide us with a signed written authority to enable us to recover this refund.</p>
Hire car costs following theft	<p>We will arrange and pay for the hiring of a vehicle similar to yours, with our preferred supplier, provided:</p> <ul style="list-style-type: none"> <li>• we accept your claim for theft</li> <li>• we agree that you need a hire car</li> <li>• a hire car comparable to yours is available from our preferred supplier.</li> </ul> <p>If our preferred supplier doesn't have a hire car available that's comparable to yours, we will pay you:</p> <ul style="list-style-type: none"> <li>• the actual amount we would have paid to hire a vehicle comparable to yours from our preferred supplier, or,</li> <li>• the amount you pay for alternative travel arrangements,</li> </ul> <p>whichever is less.</p> <p>We stop paying this benefit once:</p>

Example	Comprehensive
	<ul style="list-style-type: none"> <li>• we've paid for 14 days of hiring or the cost reaches \$750,</li> <li>• your vehicle is found,</li> <li>• we pay your claim for theft,</li> </ul> <p>Whichever happens first.</p> <p>The maximum we will pay on a daily rate is \$55, unless we agree otherwise.</p> <p>We do not pay for:</p> <ul style="list-style-type: none"> <li>• hire car costs that we haven't organised or accepted,</li> <li>• additional hiring costs (including booster seats, tolls, navigation systems, excess waiver insurance),</li> <li>• running costs, including the costs of fuel,</li> <li>• damage to the hire car, or</li> <li>• any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement.</li> </ul> <p>We will not pay for this benefit unless we've accepted your claim for an incident under the cover you chose.</p>
<p>Emergency transport and accommodation as a result of a theft, total loss or non-drivable loss when away from home.</p>	<p>We will pay for any reasonable transport and accommodation expenses resulting from a theft or non-drivable loss, which we accept under this Policy, as long as at the time of event, your car was more than 150 kilometres from the address where it is normally parked at night.</p> <p>We will not pay if you had intended to pay for overnight accommodation in any event.</p> <p>We will pay up to \$100 per day, up to a limit of \$750.</p>
<p>Collision location clean up.</p>	<p>We will pay up to \$350 to clean up and remove debris from the site of your collision.</p>
<p>Tyres.</p>	<p>If damaged as a result of a collision, we will pay a contribution depending on the existing wear and tear of the damaged tyre(s).</p>

Example	Comprehensive
Windscreen and window glass	We will pay for the replacement of one front windscreen, door, side or rear window glass per period of insurance. A \$100 excess applies for the replacement of a windscreen or window glass. Any further claims will attract the standard excess. If a windscreen or window glass can be repaired, rather than replaced, no excess applies.
Replace keys, remote when they are stolen.	We will pay for replacing, re-coding and re-keying locks up to a value of \$500.
Trailer.	<p>We will pay for theft of, or accidental loss or damage to any trailer (other than a caravan, camper van or camper trailer) which is owned by you while it is attached to your car.</p> <p>We do not pay for any property in or on the trailer.</p> <p>The maximum amount we will pay is the market value of the trailer, limited to \$500.</p>
Roof racks or bicycle racks (these need to be listed by you on the Policy).	<p>When these are listed by you and shown on your Certificate, we will pay to replace roof racks or bicycle racks that were on your car at the time of the incident.</p> <p>The maximum amount we will pay is the nominated value as shown on your Certificate, but no more than \$250.</p>
Personal effects.	In the event of a collision involving the car, we will pay up to \$250 in total for damage to personal effects which were in the car at the time of the collision.
Change over period for your car.	<p>The car originally listed on your Certificate is automatically covered for up to fourteen (14) days after you replace it with a new car listed on your Certificate.</p> <p>This cover will expire at 11:59:59 pm on the 14th day after cover is changed to your new vehicle, or whenever you dispose of the car, whichever is earlier.</p>

## Some examples of events we don't cover

Example	Not covered under this Policy
Any personal injury in any form.	This is covered by compulsory third party insurance.
Non-standard modifications and accessories to your car unless specified to us and listed on your Certificate.	We can only cover what you disclose about your car at the start date of the Policy or subsequently advised to us and is noted on your Certificate.
Damage to tyres from wear and tear caused by the application of brakes or by punctures, cuts or bursts.	These relate to maintenance of your car and are not covered by the Policy.
Sun roofs and other specialised glass	No windscreen cover is provided for damage to sunroofs, moon roofs, roof or turret glass, glass with built in 'heads up' display or cameras, the recalibration of inbuilt windscreen cameras. Any damage to these items are subject to all applicable excesses.
Replace keys, remote if you misplace them.	You would need to approach your car dealer or a locksmith to buy a new set of keys.
Structural failure, mechanical or battery repairs including damage as a result of the use of a type of fuel not intended for your car.	We are not responsible for the maintenance of your car or the mechanical or electrical repair of your car.
Damage to or loss of compliance plate.	If your car is fitted with a secure compliance (or car security) label that is damaged, we will try to source a replacement from the manufacturer. If we cannot source it, we will still repair your car without replacing such a label.
Damage to personalised plates.	If damaged or stolen we will pay the cost for the repair or replacement of registration plates applicable in each state or territory. We will not cover any additional value of the personalised plates.



Example	Not covered under this Policy
Damage as a result of gross negligence.	Damage or theft as a result of you not taking reasonable precautions to safeguard your car or have it towed to a safe place after an incident or breakdown.
Post collision damage.	Any additional loss or damage as a result of your car being driven after a collision.
Fraudulent acts.	We will not pay your claim if the claim is the result of a fraud or a staged collision.
Loss of income.	We do not pay compensation for lost income or business due to you being unable to access your car following a claim event.
Cost of repairs authorised by you.	As we manage the repair of your car, unless we have authorised the repairs to your car, we will not cover inspection reports or repairs you have arranged without our written consent.

Example	Not covered under this Policy
Driving above the legal limit or driving whilst under the influence of a prohibited drug or whilst unlicensed.	If the driver refuses to provide a blood sample, or the police record an above the legal blood alcohol limit or the presence of prohibited drugs in the driver at the time of the collision, or if the driver is unlicensed, and you were aware of or should have been aware of any of these circumstances, we will not pay a resulting claim.
Legal liability claims for damage to property owned by you, your spouse, de facto, relative or housemate.	This includes property owned by you, your spouse, de facto or relative or any person ordinarily residing with you at the risk address or regularly parked address.
Damage caused by any hire car you may be driving as a result of the incident.	Separate insurance would need to cover the hire car.
Driving penalties incurred, fines for any road traffic statutes, acts, by-laws or regulations, punitive damages as a result of a claim, or the legal costs of representing you in relation to such events.	These are your responsibility, and are not covered by the Policy.
Legal costs to defend any criminal charges relating to your driving or the car.	We only cover legal costs relating to a collision that causes damage to someone else's property.
Personal effects.	No cover is provided for personal effects stolen from your car.
Car not registered.	Your car registration had expired when the incident occurred.
Your car is a write-off.	Any car which has been declared a statutory or economical write-off is excluded, whether registered or not with a State Road Traffic Authority. If you're unsure of your car's history we recommend you use the car's VIN and purchase an official Car History Report.

## Legal liability

### Legal liability for damage to another person's property

If you become legally liable for damage to another person's property directly caused during the period of insurance by:

- your car, a part of your car, or your trailer attached to it;
- goods falling from your car or your trailer attached to it, where you have taken reasonable measures to secure them;
- the loading or unloading of your car or your trailer attached to it,

then we will pay:

- the reasonable cost of the damage for which there is liability;
- or the amount awarded by a court in Australia,

up to \$20 million.

### Other people driving your car

We will also insure under this section an insured person driving your car or the driver of the substitute motor car who is in charge of that car with your permission.

We will not insure that driver if you knew or should reasonably have known that they:

- are unlicensed, or
- have been convicted, fined or penalised for 1 or more alcohol or drug related offences in the five (5) years prior to the driving incident, or
- have completed a licence cancellation, revocation or suspension in the last five (5) years, or
- Have made more than 2 excess paid car insurance claims in the last five (5) years; or
- have been refused:
  - car or motor bike insurance; or
  - the renewal of car or motor bike insurance

in the last five (5) years.

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## Substitute car

We cover your legal liability to pay for accidental damage to other people's property caused by a registered car used by you as a substitute while your car is being serviced, repaired or is not drivable. There is no cover for loss or damage to the substitute car.

We give you this benefit only:

- if the substitute car is not already covered under another insurance policy, and
- if the substitute car is not owned by you and you have the owner's permission to drive it,
- for 14 days from the day your car was not drivable, or until it is drivable, whichever is earlier.

## Your employer's or principal's liability

We will pay the amount that your employer, principal or partner may be held legally liable to pay, for accidental damage to property belonging to other people as a result of an incident covered by this Policy while you are using your car on business, as long as it is not a use that is excluded by this Policy as described under 'Additional exclusions applying to this Policy'.

We do not cover any claim that is covered by another insurer or insurance policy.

## Legal costs

We will pay all legal costs reasonably incurred with our written consent arising from a claim for which you are insured under this section.

## Limit of liability

We will not pay more than \$20 million for our total liability under this section in respect of all claims arising out of one (1) incident or series of related incidents, including all costs, charges, expenses and legal costs. Any excess payable by you is included in the liability limit.

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## Exclusions

### General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - involves violence against one (1) or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### Sanction limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## Additional exclusions applying to this Policy

Your Policy does not cover any loss or damage, if your car:

1. was not reasonably secured against further damage or theft, following an incident,
2. was being driven by someone:
  - who does not hold a legal driving licence to drive your car in Australia, or
  - who was under the influence of alcohol or drugs, or
  - whose blood alcohol reading exceeded the legal limit (unless there is a law that says otherwise), or
  - who has had a licence cancellation, revocation or suspension in the last five (5) years
  - who is not listed on the policy and has had more than 2 excess paid car insurance claims in the last five (5) years, or
  - Who, in the last five (5) years, has been refused:
    - car or motor bike insurance, or
    - the renewal of car or motor bike insurance, or
  - who following an incident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any State or Territory in which the incident occurred.

However, we do give cover if you have allowed another person to drive your car, but you did not know or could not be reasonably expected to know that any of the above conditions applied to the person.

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your car at the time of the loss or damage.

3. is stolen or is involved in an incident and you incur costs because you cannot use your car except as may be covered elsewhere in the Policy,
4. has been modified in a way that materially increases its designed top speed or performance and we were not told this and agreed to it in writing,
5. is being used to carry more passengers or carry or tow a heavier load than it was designed for, unless you can prove that this did not contribute to the loss or damage,
6. or an attached caravan or trailer was being used when you knew or should have known it was unroadworthy or unsafe, unless you can prove that this did not contribute to the loss or damage,
7. is being used in a test, trial, experiment or demonstration other than a demonstration for the purpose of selling the car,
8. is being used or tested in preparation for racing, rally, pace making, reliability trial, test or contest or a speed or hill climb,
9. is let on hire, used to carry passengers for payment, other than private pooling arrangements, or to carry other people's goods for payment, unless otherwise noted on your Certificate,
10. is used for purposes other than those shown in the Certificate,

11. is not registered for use on a public road,
  12. runs on rails or is designed to run in water such as in a lake or sea,
  13. has been legally seized or repossessed, or taken through any other lawful action,
  14. is outside Australia except when being transported between places in Australia,
  15. is being used when it is in an unsafe condition, and you knew or should have known that it was unsafe to use,
  16. was being used for any unlawful purpose,
  17. was being used on an airfield, racetrack or course in any capacity whatsoever without our written approval,
  18. was being driven as part of a driver education course that involves speeds in excess of 100km/h,
  19. was being used for learner driver tuition for reward,
  20. was left unattended and unlocked in a public place,
  21. suffers accidental loss or damage when your car is being used in a peer to peer (includes a car sharing arrangement involving occasional multi-party use) or community car sharing arrangement, including travelling to and from work, whether or not payment is being made by passengers,
  22. suffers any damage, loss or liability due to flood, storm or bushfire during the first seventy two (72) hours from the start date of your Policy or where you increased the existing insurance cover, unless:
    - you had continuous cover with us, or
    - you purchased the car on the same day your Policy started.
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There is no cover under this Policy for:

1. loss of use, depreciation, wear and tear, rust and corrosion;
2. any reduced value of your car after it has been damaged and repaired and the repairs have been properly performed;
3. damage caused by domestic animals or pets owned by you or for which you are legally responsible;
4. the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the car due to previous damage and/or repairs;
5. mechanical, structural, electrical or electronic breakdown or failure;
6. damage to tyres by application of brakes, road cuts, punctures or bursts;
7. losses due to your or an insured person's failure to take reasonable steps to protect your car;
8. losses due to your or an insured person's failure to protect your car following you or an insured person becoming aware of the loss or theft of your car's keys or any other keys or passes which may provide access to your car or your car's keys;
9. losses by theft by deception, but this will not apply if you have kept the driving licence or another form of legal identification of that person;
10. losses from an intentionally harmful or damaging act by you or a person acting with the express or implied consent of you or an insured person;
11. cars which have been modified from the manufacturers' original specification for the model and series, unless such modifications have been disclosed to and agreed to in writing by us.

Your Policy does not cover any loss damage or liability arising out of:

1. your failure to comply with a condition of this Policy,
  2. a deliberate act by you or anyone acting with your permission except when it is to avoid or reduce damage which would otherwise happen,
  3. any intentional criminal or dishonest act by you or any person acting with your consent,
  4. your admission of liability or fault for damage or injury without our consent, except where such liability would have been incurred even if you had not admitted fault or liability,
  5. the illegal carrying of quantities of inflammable liquids, gases or explosives.
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## Claims

### Making a claim

We stand by you when incidents happen and you need help. If you have a claim, it's important to call as soon as possible after the incident. We can even be of assistance when you're at the scene of the incident. Call the claims team who are available 24/7 on 1800 133 723 to get your claim started.

### What to do after a collision

Your safety, and that of your passengers and any other persons involved is always the priority. For life-threatening emergencies call 000. Ensure your car is safe and call 1800 133 723 to lodge your claim. It will be quicker and easier if you have the following information to hand:

- your policy number and registration plate details,
- details of the incident including time and location,
- Police report number (if applicable),
- any witnesses' names and contact details,
- the other drivers' names, addresses, vehicle registration plate and insurance details. It is useful to take a photo of the other drivers' registration plate and licence to assist you recall these details.
- details of any tow-truck company used (if applicable).

Within two (2) business days of you lodging your claim we will provide you a claims reference and contact you to advise next steps. On acceptance of your claim we repair, replace or pay you the market or agreed value of your car.

### Providing proof

So that your claim can be managed quickly you should keep the following:

- receipts or other confirmation of purchase of your car or any accessories, and
- all service and repair records.

We may ask you for these if you make a claim. You must be able to prove to us that you have a loss that is covered by this Policy before we will pay you for it.

### Choosing a repairer

To take the stress out of arranging your own repair, we choose the repairer for you and provide a lifetime guarantee on the repair. We have a network of preferred repairers to ensure your car is repaired professionally in a timely manner.

In areas not covered by repairers approved by us, we will arrange the repair of your car in consultation with you. You may be asked to obtain two (2) independent, competitive quotes from repairers we may

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nominate. Our assessor will review the quotes and what is necessary to properly repair your car. We will choose the repairer who has submitted the more competitive and complete quote and that will be the repairer who repairs your car. You must not authorise the repair of your car without our written authority.

If we decide the damage to your car can be repaired and we are satisfied your claim is in order, we will authorise the work to one of our network of preferred repairers to ensure proper care of your car. We reserve the right to determine the method of repair in consultation with the repairer.

## Replacing damaged parts

If the car is purchased new, any claim within the first twelve (12) months will use only OEM (Original Equipment Manufacturer) parts except for the replacement of windscreens, door, side or rear window glass for which Australian Design Rule compliant parts may be used. Outside of this twelve (12) month period, the parts used will be consistent with the car's age and condition. This may include new, OEM-equivalent, non-OEM or recycled parts. Where parts are required for the repair of your car and they are no longer available, we may pay you what it would have cost us to repair your car with those parts had they been available.

Any cost associated with the removal, repair or installation of an alcohol ignition interlock device is excluded.

If the repair of your car results in the car being in a better condition than before it was damaged, we may ask you to contribute to the repair cost. If we ask you to contribute we will always explain why, tell you how much it will be and how to pay it. All repairs are guaranteed for workmanship for the life of the car whilst you remain the owner.

We use our internal service QBE Claims and an external provider, Innovation Group Claim Service (IGCS) to manage the claim and repair process for us. IGCS operate twenty four (24) hours, seven (7) days a week all year. IGCS are one of Australia's largest and most experienced claims management businesses for car repairs and claims. IGCS use our preferred network of repairers to ensure your car is repaired by professionally qualified tradespeople and is overseen by qualified assessors.

## Motor Vehicle Insurance and Repair Industry Code of Conduct

We adhere to the Motor Vehicle Insurance and Repair Industry Code of Conduct, a set of guidelines that promotes cooperation and transparency between insurers and repairers. All our NSW repairers are signatories to the Motor Vehicle Insurance and Repair Industry Code of Conduct and all repairers elsewhere in Australia are encouraged to become signatories to the Code of Conduct.

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## Lifetime repair guarantee

If you insure your car with comprehensive cover and we authorise repairs, including sublet repairs, the lifetime repair guarantee means that we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your car whilst owned by you. For entitlement to any repairs under this guarantee you must first allow us to inspect the car and we must agree that repairs are necessary.

## When your car is a total loss

Where we have paid a claim on a total loss basis, your Policy with us is deemed to have been fulfilled and there is no refund of any premium or, if you have been paying your premium by instalments, we will deduct any unpaid instalment amount up to your Policy expiry date from the total amount paid.

## Calculating the value of your car if a total loss

Where we decide your car is a total loss, and we agree to pay your claim, your Policy comes to an end. How your claim is settled will depend on whether you have taken out an agreed value policy or a market value policy.

The total loss payment is calculated as follows:

- your sum insured if insured for agreed value, or our assessor's determination of the value of your car if insured for market value,
- less any applicable excess(es) you may not have paid yet,
- less any premiums remaining unpaid for the full period of insurance,
- less any unused registration costs, including CTP, in any state where we are entitled to do so,
- less any amount equivalent to any applicable Input Tax Credit that you are entitled to.

If a security interest is registered over your car, we will:

- pay the financier the sum insured, up to the amount required to discharge your loan or finance agreement; and
- if applicable, pay you the remaining balance up to the sum insured; or

If no security interest is registered over your car, we will:

- pay you up to the sum insured; or
- If your car is less than twenty four (24) months old from when it was first registered, we will replace your car with a new car of the same make, model or series so long as it is available in Australia and:
  - your car is a total loss, and

- you purchased it new from the manufacturer or their dealer or as a demonstrator car, and
- where your car is financed, your financier has given us written consent.

If a new replacement car is not available, we will replace your car with the nearest equivalent car available, so long as it is available in Australia. If we cannot agree on a replacement car, we will pay you the amount it would cost to buy a new car the same as, or a near equivalent of, the car that needs replacing.

## **Discharging a security interest**

You must take the necessary steps which we require to remove any security interest in your car after your loan or finance agreement has been discharged.

## **Premium after a total loss**

If you have paid your Policy in full there is no refund of premium as we have fulfilled our contract to you.

If you pay your Policy in instalments we will deduct any unpaid instalment amount up until your policy renewal date from the total sum insured.

If you purchase another car, a new insurance policy is required.

## **Car salvage**

If we pay the market value or agreed value, your car and its insured equipment becomes our property. If you choose to keep your car in its damaged condition then the salvage value will be deducted from your sum insured.

We will receive any unexpired portion of your car's registration and CTP insurance refund, in states where we are entitled to do so. You will provide us with a signed written authority to enable us to recover this refund.

## **Agreed value**

If we agree to pay your claim and your car is a total loss, we will pay the value of your car as shown on your certificate including any accessories and modifications that we have agreed to insure. We will reduce this payment by any excess(es) that may apply.

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## Market value

If we agree to pay your claim and your car is a total loss, we will calculate what the market would pay for your car, including the accessories or modifications we have agreed to insure. Market value takes into account the age, make, model, kilometres travelled and condition of your car immediately before the event. We will reduce this payment by any excess(es) that may apply.

## What you must do if your car is stolen

In the event of your car being stolen, please report the theft to Police and then to our claims team any time on 1800 133 723. Please let us know if the Insurance Box is still in your car. We will then contact the Police and provide them with any information we may have on the location of your car, to assist them in retrieving it.

We have often been able to locate a car within a few hours of being notified, but if not, we allow fourteen (14) days for possible recovery. If it is subsequently found and it has been damaged during the theft, we will arrange the repair.

If it's not found within fourteen (14) days and your claim is in order, we will declare your car a write-off and pay the market value or, if you have paid for an agreed value policy, the agreed value of your car, less any excess(es) and outstanding premium that may apply.

In the event of any other claim, please notify us of your loss by calling the claims team on 1800 133 723, available twenty four (24) hours, seven (7) days a week all year.

## Right of recovery

Should you be involved in a collision with another car, or a claim that requires us to recover your loss from another party, for example the 'at fault' party in a collision, we will seek recovery from the other party in your name as permitted under subrogation laws.

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## Excess

### Payment of excess

The excess is the amount of money you pay towards a claim, regardless of who is to blame for the incident. How much you pay depends on whether the standard excess only applies, whether you have selected an optional excess, or whether any other excess applies. The excesses that apply to your Policy are shown on your Certificate and updated on your Renewal Certificate. When you make a claim we usually ask you to pay us the required excess when you first make your claim. If we agree that the driver of your car was not at fault, and you can give us the name and address of the other driver and the registration number of the other car then you'll be entitled to a refund of any excess you've paid.

If we have asked you to pay us the excess but you haven't paid us, we won't provide any further benefits under this policy until you do pay. We also may not cover any additional costs that arise because of a delay in you paying us. In some circumstances we might ask you to pay the excess directly to someone else (e.g. the repairer). If we're settling your claim by a payment to you, and you haven't paid your excess yet, we'll usually just deduct the excess from our payment to you.

### Standard excess

The standard excess is dependent on the State or Territory in which you live. It represents the amount you will have to pay for any claim other than one claim per period of insurance for the replacement of a windscreen, door, side or rear window glass when a \$100 excess applies. If a windscreen, door, side or rear window glass can be repaired, rather than replaced, no excess applies.

### Age excess

The age excess applies where the driver or person in charge is aged under twenty five (25) years. This excess is paid in addition to the standard excess and any other applicable excess(es) listed on your Certificate.

The age excess does not apply to claims for:

- fire,
  - theft,
  - hail damage,
  - loss or damage which occurred when the the car was parked or unattended
  - damage to the windscreen, door, side or rear window glass.
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## Inexperienced driver excess

This excess applies to drivers over twenty five (25) who have held their full licence for less than twelve (12) months in the following circumstances:

- were driving between midnight and 5am; or
- were driving with more than one (1) passenger under the age of twenty five (25).

It is payable in addition to any other excesses that may apply but does not apply to claims for:

- fire,
- theft,
- hail damage,
- loss or damage which occurred when the the car was parked or unattended
- damage to the windscreen, door, side or rear window glass.

## Optional excess

To reduce your insurance premium you may choose to pay an amount of \$100, \$250, \$500 or \$1,000 in addition to the standard excess and any other excesses that apply to your Policy. This excess does not apply to claims for fire or theft or for damage to the windscreen, door, side or rear window glass only.

## Off road excess

The standard excess plus any other applicable excesses payable under the Policy are doubled if your car is damaged while it is being driven on any beach or off any public road (excluding driveways) on land not belonging to you.

## Non-nominated driver excess

You will have to contribute a non-nominated driver excess if, at the time of an incident which gives rise to a claim, your car was being driven by or in the charge of a person whose name has not been shown as a driver on your Certificate. This includes you.

You will not have to pay this excess if:

- the driver of your car is over thirty (30) years of age and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled or been refused insurance in the five (5) years immediately before the accident or loss, or
  - you satisfy us that an emergency existed, or
  - the use of your car is shown as business on the certificate, or
  - the only damage to your car is a broken windscreen, door, side or rear window glass, hail damage, or loss or damage which occur when the car is parked or unattended.
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The amount of the non-nominated driver excess is shown on your Certificate. Note the Age, Inexperienced Driver, Non-nominated Driver, or Business excesses do not apply if the driver of the car at the time of the collision was being paid for a service. This includes valets, car park attendants and mechanics.

### **Car excess**

This excess is additional to any other excess(es) and applies due to your type of car or its modification(s) or value or your age or a combination of these factors as shown on your Certificate.

### **Business excess**

This excess is additional to any other excess(es) and applies if we insure the car for business use, as noted on your Certificate.

### **Theft excess**

This excess is additional to any other excess(es), and applies in specific cases as noted on your Certificate.

### **Policy excess**

This excess is additional to any other excess(es), and applies in specific cases as noted on your Certificate.

### **Driver excess**

This excess is additional to any other excess(es), and applies in specific cases as noted on your Certificate.

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## Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.fcs.gov.au">www.fcs.gov.au</a>

Insurance Box Pty Limited receives commission from QBE Insurance (Australia) Limited for arranging this insurance on QBE's behalf. The commission covers acquisition and operating costs for the insurance services provided to you.

There are other charges relating to merchant fees and the cost of the Insurance Box. The Insurance Box costs are inclusive of GST and monthly data fees in the first year of insurance. No further charge will be made for the Insurance Box or the data if the policy is renewed.

## **Government taxes and administrative charges**

We split out all the costs on your Certificate, including premium, insurance box cost, GST and any state taxes such as stamp duty.

Full premium and any government charges are charged if Policy cancellation is a consequence of a total loss claim. If you wish to cancel your Policy you should contact us on 1800 133 723 and return the Insurance Box to us at Reply Paid 89878, Melbourne, VIC 3000.

In the event your Policy is cancelled and there are unpaid monies, we may withhold any relevant documents until full payment is made and we reserve the right to refer the matter to a debt recovery agency to collect any monies owed to us.

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SALES, SERVICE & CLAIMS:

**1800 133 723**

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



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