



Policy and Product Disclosure Statement

# COMPREHENSIVE MOTOR VEHICLE INSURANCE

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# INTRODUCTION

## Welcome to PowerTorque Insurance

PowerTorque Insurance offers you a reliable, cost-effective product to help protect your vehicle.

Our Comprehensive Motor Vehicle Insurance policy ensures that if your vehicle suffers accidental damage, gets stolen or if someone is claiming against you, your claim is handled quickly and efficiently.

To find out more about our insurance offerings, please call PowerTorque Insurance on **137 800** or visit **[powertorqueinsurance.com.au](http://powertorqueinsurance.com.au)**

## YOUR PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) is also your policy document. Together with your policy schedule, it makes up your insurance contract with us.

The PDS provides information about the product we offer, the PowerTorque Insurance Comprehensive Motor Vehicle policy, and it is designed to help you make an informed decision about this product. Please read this document carefully to make sure it provides you with the insurance cover you require. If you do not understand the protection this insurance provides, please contact us using the details provided at the end of this document.

The information in this PDS was current at the date of preparation. However, we may update some of the information in this PDS from time to time without notifying you. We will only do this where the updated information is not a materially adverse change. You can obtain a copy of any updated information by calling us on **137 800** or visiting **[powertorqueinsurance.com.au](http://powertorqueinsurance.com.au)**. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement PDS.

This PDS and policy wording is an important document and you should retain it in a safe and convenient place, along with your policy schedule which comprises the information you have given us and the individual details of your policy, together with any other notices we may give you from time to time.



# YOUR PRODUCT DISCLOSURE STATEMENT OVERVIEW

## Important information

For full details of the policy cover, benefits and conditions, you must read the entire policy.

Your privacy	We are committed to protecting the privacy of your personal information as detailed in our privacy policy. (Refer to the section <i>'Your policy information – Privacy'</i> to find out more.)
Duty to take reasonable care not to make a misrepresentation	You must provide honest and correct answers to the specific questions we ask to enable us to decide whether to insure you and on what terms. (Refer to the section <i>'Your policy information – Duty to take reasonable care not to make a misrepresentation'</i> to find out more.)
When we will not pay your claim	You need to be aware of the risks that you are not covered for under this policy. (Refer to the sections <i>'Comprehensive Insurance cover'</i> and <i>'When we will not pay your claim'</i> to find out more.)
Making a claim	Please contact us as soon as possible by calling 1300 906 350. (Refer to the section <i>'Making a claim'</i> to find out more.)
GST and Input Tax Credits (ITC)	The amounts covered for your vehicle and legal liability include GST, unless expressed otherwise. Any amounts we pay will include GST, but we may reduce the amount by any ITC that you are, will be or would have been entitled to receive. (Refer to the section <i>'How we settle your claim – GST and Input Tax Credits'</i> to find out more.)
How we calculate your premium	The amount of your premium will be set out on your policy schedule. It will include any government taxes and charges. You can find further information about how we calculate the costs of your insurance, as well as the excesses and discounts that may apply to your policy, in our <i>'Comprehensive Motor Vehicle Insurance Premium, Excess and Claims Guide'</i> . This Guide is available on our website at <b>powertorqueinsurance.com.au</b> or you can call us on 137 800 if you would like us to post you a free copy.
Renewing your policy	We will write to you before your policy expires and either invite you to renew your policy and pay the premium set out in the notice or inform you we cannot continue to provide cover. (Refer to the section <i>'Additional Terms and Conditions – Renewing your policy'</i> to find out more.)
Paying for your insurance	Your premium is the amount you pay for this insurance for the period of cover, and you can choose to pay your premium annually or by monthly instalments. (Refer to the section <i>'Additional Terms and Conditions – Paying for your insurance'</i> for details of how to pay your premium and what happens if you fail to pay.)

Special conditions	We may impose special conditions on your policy that may exclude, restrict or extend cover for a person or a particular situation. Any imposed conditions will be listed on your policy schedule.
21-day Cooling Off and cancellation at other times	You will receive a full refund if you cancel your policy within <b>21 days</b> of its purchase date, provided you have not lodged a claim. You may also cancel your policy at other times and we will refund any premium that applies to the unexpired period of your policy, less our processing charge. (Refer to the section ' <i>Additional Terms and Conditions – Cancelling your policy</i> ' to find out more.)
Our Service Commitment to you	We're committed to providing you with the highest standard of service. If you're ever dissatisfied with the outcome of any of your dealings with us, we invite you to use our internal dispute resolution service. If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA), an external independent dispute resolution scheme, of which we are a member. There is no charge to you for either service. (Refer to the section ' <i>Our Service Commitment to you</i> ' to find out more.)
Additional information about your policy	If you would like confirmation of any transaction made on your policy, please contact us on <b>1300 906 350</b> . You can also contact us on this number if you would like to automatically receive transaction confirmation statements on your policy.



# FEATURES OF THE POLICY

The table below summarises the Comprehensive Insurance Cover, Additional Benefits and Optional Benefits available under this policy.

*This table is a guide only. For a full explanation of the cover available please carefully read each section of this document.*

## COMPREHENSIVE INSURANCE COVER

Agreed value

Cover for accidental loss or damage to your vehicle  
*Accessories and non-performance modifications*

Cover for damage to other people's property

Driving instruction cover  
*Learner drivers*  
*Defensive driving courses*

Glass cover

## ADDITIONAL BENEFITS

Keys, locks and barrels

Replacement with new vehicle after a total loss

PowerTorque Finance payout gap benefit

Legal costs

Towing and storage

Re-delivery costs

Trailer, boat and caravan cover

Personal items

Baby capsules and child seats

Emergency repairs

Emergency trip continuation

Travel expenses

Insurance continuity for replacement vehicles following a total loss

Rental car following not-at-fault collision

Rental car following theft

Substitute vehicle

Tools of trade

## OPTIONAL BENEFITS

Rental car following any accidental damage

Excess-free glass cover



# YOUR POLICY INFORMATION

## Your policy

Your policy consists of:

- this PDS; and
- your policy schedule, comprising the notices we give you from time to time which show the particular details and current status of your policy.

We will send you an updated policy schedule whenever you inform us of a change in these details, which may also contain variations to the terms of your policy.

## Our agreement with you

We will insure you for accidental loss or damage (including theft) to your vehicle and legal liability for loss or damage to the property of others, subject to:

- the options you have selected as detailed on your policy schedule;
- the terms, conditions and limits as detailed in this document;
- the premium being paid up to date; and
- the insured event occurring in Australia during the period of cover.

## Privacy

As part of your dealings with PowerTorque Insurance we collect personal information (including sensitive information such as health information) about you (**'Your Information'**). Wherever possible we will collect Your Information directly from you. However, there may be occasions when we collect Your Information from someone else.

We may also request you to provide us with personal information about someone else, for example a driver. Before providing us with such information, you must tell that person that you will be providing personal information about them to us and that their information will be handled in accordance with our privacy policy (**'Privacy Policy'**). You must also provide them with a copy of the Privacy Policy (or refer them to [powertorqueinsurance.com.au](http://powertorqueinsurance.com.au) where they can obtain a copy of it). If you provide us with personal information of another person, you warrant that you have that person's consent to do so.

We value your privacy and will only use Your Information for the purposes for which it was collected, the purposes set out in our Privacy Policy, other related purposes for which you provide your consent, and as permitted or required by law. You may choose not to give us Your Information, but this may affect our ability to provide you with our products or services.

We may share Your Information for the purposes for which it was collected with our related entities and third parties who provide services to us or on our behalf, or with other entities. Some of these entities may be located outside of Australia, in countries such as Japan.

If you believe we may have compromised your privacy or breached the *Privacy Act 1988* (Cth) or its privacy principles, you can contact us using the details below. Once you notify us of your complaint, we will investigate and provide you with a determination in accordance with our Privacy Policy. If you disagree with our determination, you can contact us to discuss your concerns or you may choose to refer your complaint to the Office of the Australian Information Commissioner by visiting [oaic.gov.au](http://oaic.gov.au).

For more details on how we collect, store, use and disclose Your Information please read our Privacy Policy located at [powertorqueinsurance.com.au](http://powertorqueinsurance.com.au) or contact us at [info@powertorqueinsurance.com.au](mailto:info@powertorqueinsurance.com.au) or on 137 800 to ask us to send you a copy of it. We encourage you to obtain a copy of the Privacy Policy and read it carefully.



By applying for, using or renewing any of our products or services or providing us with Your Information, you agree to Your Information being collected, held, used and disclosed as set out in the Privacy Policy.

The Privacy Policy also contains information about how you can access and seek correction of Your Information, make a complaint about a breach of the privacy law and how we will deal with such a complaint.

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

This policy is a consumer insurance contract.

This means you have a duty under the *Insurance Contracts Act 1984 (Cth)* to take reasonable care not to make a misrepresentation to us ('your duty').

Your duty applies before you enter into the policy, and also before you renew, extend, vary or reinstate the policy.

Before you do any of these things, we may ask you questions and use the answers in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to our questions must be honest and correct.

If you fail to comply with your duty, we may be able to reduce or deny any claim that you make or cancel your policy, or both.

If your failure is fraudulent, we may be able to refuse to pay your claim and treat your policy as never having existed.



# COMMONLY USED WORDS OR EXPRESSIONS

Some of the words in this policy have specific meanings. These words and their meanings are listed below:

**Accessories and non-performance modifications** means any change, other than a performance modification, which is made to your vehicle or its features, including:

- standard equipment;
- any additional items which are permanently fixed to your vehicle;
- any other change which differs from the manufacturer's original specifications and equipment.

**Accident or accidental** means a mishap that was unintended or unexpected by you or the driver of your vehicle, which involved your vehicle and arose from a single event.

**Agreed value** means the amount which we agree to insure your vehicle for throughout the period of cover, as shown on your policy schedule. This is the maximum amount we will pay to cover your vehicle if it becomes a total loss, including the cost of any:

- accessories or non-performance modifications made to your vehicle; and
- any performance modifications you have told us about and we have agreed to cover.

**Business use** means the vehicle is either registered as a business vehicle or used for income earning purposes, but is not a goods carrying use or courier use vehicle.

**Courier use** means a vehicle which has a carrying capacity of two tonnes or less and is used as a business vehicle for the collection or delivery of goods upon no fixed route.

**Defensive driving course** means a paid professional driver education and training course that is:

- solely teaching defensive driving skills and is advertised as such; and
- conducted under full-time, direct professional instruction and supervision; and
- offered for sale to members of the public on a continuing basis.

Any course that includes a track day, racing school or timed event is not a defensive driving course.

**Driver(s)** means any person other than you who is driving or in control of your vehicle with your express or implied consent.

**Electronic communication** means a communication of information in the form of data, text or images by means of guided and/or unguided electromagnetic energy (including via email, hyperlink, and SMS).

**Excess(es)** means the amount you must pay towards the cost of any claim under your policy.

**Genuine parts** means Original Equipment Manufacturer parts.

**Goods carrying use** means a vehicle which:

- has a carrying capacity of two tonnes or less and is used as a business vehicle for the collection or delivery of goods upon a fixed route; or
- has a carrying capacity of over two tonnes and is used as a business vehicle for the collection or delivery of goods upon any route, fixed or otherwise.

**Performance modification** means any change which enhances or impacts the performance of your vehicle, for either off-road or on-road driving, by modification to one or more of the vehicle's:

- engine (including upgrade to the engine control unit, fuel injectors or any other change which may alter the power produced by the engine);
- suspension (including but not limited to lift kits, GVM upgrades and airbag suspension kits);
- exhaust system;
- air filters;
- standard wheels or tyres by an increase of more than 1 inch in diameter and/or width;
- wheelbase or chassis; or
- exterior body.

Any performance modification made to your vehicle is excluded unless you have told us about it and we have agreed to provide cover. Where cover for a performance modification is included, it will be shown on your policy schedule.

**Period of cover** means the current period for which we have agreed to provide you with insurance as set out in your policy schedule.

**Policy schedule** means your current policy schedule and/or renewal notice we have given you that shows the particular details and period of cover of your policy.

**Private use** means the vehicle is used solely for private, domestic and pleasure purposes, including travel to and from work, but excluding business use, courier use and goods carrying use.

**Rental car** means a hired car that has been arranged or pre-approved by us which you are using temporarily following a claim we have accepted under this policy for accidental loss or damage to your vehicle.

**Recoverable claim** means a claim where:

- you provide us with the full names, current residential addresses, and vehicle registration numbers of all persons involved in the accident; and
- the information we receive from you and other parties about the accident shows that:
  - a. the accident was caused by another person; and
  - b. you or the driver of your vehicle did not contribute to the cause of the accident.

**Rideshare use** means the vehicle is used to provide passengers with trips or journeys for a fee, so long as it is legal to do so and the vehicle was registered as available on a rideshare app for a maximum of 35 hours in total during the 7 days prior to an accident.

Rideshare use is excluded unless you have told us, and we have agreed to provide this cover and you have paid any additional premium we require. Where cover for rideshare use is included, it will be shown on your policy schedule.

Rideshare use does not include the use of any:

- taxi;
- hire car, or
- vehicle used for the delivery of goods which has been arranged through a ridesharing platform or application.

**Standard equipment** means:

- any accessories, tools or options supplied by the vehicle manufacturer which are designed to be used in or on your vehicle, and are inside or permanently attached to your vehicle; or
- a tray, tub, canopy or other body component fitted to your vehicle provided:
  - a. your vehicle was originally sold by the manufacturer as a 'cab chassis' type vehicle; and
  - b. the tray, tub, canopy or other body component is consistent with the manufacturers standard range or specifications of your vehicle.

**Substitute vehicle** means a vehicle which is not insured elsewhere and which you are using temporarily because your vehicle is:

- being repaired (and we have agreed to accept your claim for this repair under this policy); or
- being serviced; or
- not drivable because of a mechanical breakdown.

This does not include a rental car.

**Supervised driving practice** means any driving practice undertaken in the insured vehicle by a learner driver before they obtain a probationary licence, provided that:

- the learner driver holds a valid and current learner permit in their state or territory of residence;
- the learner driver meets all criteria and complies with all restrictions applicable to learner drivers in the location where they are driving the insured vehicle;
- the learner driver is accompanied by a fully licensed driver who is at all times seated in the front passenger seat of the insured vehicle as the instructing driver; and
- the insured vehicle is not used by you, any other driver or a driving instructor for the purpose of driving instruction as a business use.

**Tools of trade** means any tools, equipment or material (other than computers, tablets, mobile phones or other electronic devices of a similar nature) that are used for the primary purpose of earning income in your current business, trade or profession.

**Total loss** means your vehicle has been stolen and not found within **14 days** after the theft has been reported to us, or we determine it would not be safe, economical or practical to repair your vehicle having regard to the following:

- the agreed value of your vehicle;
- the market value of your vehicle;
- the salvage value of your vehicle;
- the cost of repair; and
- the 'Damage Assessment Criteria for the Classification of Statutory Write-Offs' developed by the National Motor Vehicle Theft Reduction Council.

**We, us, our, or PowerTorque Insurance** means Aioi Nissay Dowa Insurance Company Australia Pty Ltd  
ABN 11 132 524 282 AFSL Number 443540.

**You or your** means the person or persons named as the insured on your policy schedule.

**Your vehicle** means the registered vehicle described on your policy schedule including:

- accessories and non-performance modifications; and
- any performance modification that you have told us about and we have agreed to cover as described on your policy schedule.



# COMPREHENSIVE INSURANCE COVER

## The protection we provide

### Agreed value

The PowerTorque Insurance Comprehensive Motor Vehicle policy provides agreed value cover, so you will always have the certainty of knowing the amount for which your vehicle is covered during the period of cover. The agreed value amount will be shown on your policy schedule.

### Cover for accidental loss or damage to your vehicle

We will cover you for accidental loss or damage (including fire and theft) to your vehicle.

We will:

- a. arrange for the repair of your vehicle;
- b. pay you the fair and reasonable cost of repairing your vehicle; or
- c. declare your vehicle a total loss, and either replace your vehicle (refer to the section *Additional Benefits – Replacement with new vehicle after a total loss* to find out more) or pay you the agreed value shown on your policy schedule.

Refer to the section 'How we settle your claim' to find out more.

### Accessories and non-performance modifications

Cover for accidental loss or damage to your vehicle will also include all accessories and non-performance modifications made to your vehicle, subject to the agreed value. We will not pay more than the agreed value for the cost of your vehicle including any accessories and non-performance modifications. You must notify us if you wish to increase the agreed value to allow for the additional cost of any accessories or non-performance modifications added to your vehicle.



### Cover for damage to other people's property

We will cover your legal liability to pay compensation for loss or damage to someone else's property caused by an accident involving:

- your vehicle or a substitute vehicle; or
- a boat, caravan or trailer whilst attached to, or accidentally detached from, your vehicle or a substitute vehicle.

We will also cover the legal liability of:

- any driver of your vehicle or a substitute vehicle, provided that person was not covered by another insurance contract at the time of the accident;
- passengers who are in, or getting into or out of your vehicle or a substitute vehicle, with your permission; and
- your employer, principal or business partner arising out of your use of your vehicle or a substitute vehicle.

We will not cover legal liability:

- if the loss or damage occurs to property you own or for which you are responsible;
- if your vehicle or a substitute vehicle was being used without your permission at the time of the accident;
- if an accident involving a substitute vehicle occurs more than **14 days** after your vehicle first became unavailable for use;
- if the liability is insurable under a statutory or compulsory insurance or compensation scheme or another policy covering such liability; or
- if you agree to accept liability without our express written consent, and where such liability would not have existed without your agreement.

#### *Maximum amount payable*

The maximum amount we will pay for legal liability arising out of any one motor vehicle accident or series of directly related accidents is **\$20 million**.

### **Driving instruction cover**

#### *Learner drivers*

We will provide cover for accidental loss or damage to your vehicle if it is being driven by or in the charge of a learner driver for the purpose of supervised driving practice. We will not apply the undisclosed driver excess but any age or licence excess payable in the event of a claim will be applicable to the fully licensed driver providing the instruction.

This cover will be provided so long as the conditions of the supervised driving practice definition are met. Refer to the section '*Commonly Used Words or Expressions*' to find out more.

After a learner driver gains their probationary licence, they will need to be nominated as a driver and noted on your policy schedule otherwise any applicable age, licence and undisclosed driver excess will be payable in the event of a claim.

#### *Defensive driving courses*

We will cover damage to your vehicle as a result of an accident that happens while you are participating in a defensive driving course.

### **Glass cover**

When your vehicle's windscreen, sunroof glass or window glass is accidentally damaged, we will repair or replace the windscreen, sunroof glass or window glass with parts which meet applicable Australian Design Rules.

If you have chosen to purchase the optional '*Excess-free glass cover*' benefit you will not be required to pay any type of excess that applies to your policy for the first glass cover replacement claim and two glass cover repairs. Refer to the section '*Optional Benefits – Excess-free glass cover*' to find out more.



## ADDITIONAL BENEFITS

### Keys, locks and barrels

If any of the keys or devices giving access to your vehicle are stolen, or they have been illegally copied, we will pay up to **\$1,000** per claim for the replacement of your vehicle's keys or devices and/or recoding of your vehicle's locks and barrels. You must pay the basic excess that applies to your policy.

We will provide this cover if:

- the theft of the keys/devices has been reported to the police; and
- the keys/devices were not stolen by a relative, spouse or de facto, an invitee, any person ordinarily residing with you or with whom you ordinarily reside, or any other person insured under this policy.

### Replacement with new vehicle after a total loss

When we declare your vehicle a total loss because of accidental damage or theft you will be eligible for a new replacement vehicle based on the following conditions:

If your vehicle becomes a total loss and it is within the **first two years** of its original registration at the time of the accident, you will receive a new replacement vehicle provided you:

- purchased this insurance cover within 12 months of the vehicle's original registration; and
- have insured this vehicle with us continuously under a comprehensive motor vehicle insurance policy.

The new replacement vehicle will be:

- a. a new vehicle of the same make, model and series (including all on-road costs associated with the new replacement vehicle), provided such a vehicle is available in Australia; or if this vehicle is not available,
- b. another vehicle in the manufacturer's range up to the original purchase price (inclusive of all on-road costs).

Any on-road costs we pay in connection with the new replacement vehicle will be less any refund you receive from the registration and Compulsory Third Party insurance for your vehicle. We will require you to provide us with written proof of the refund amount you have received.

Where your vehicle is subject to a finance agreement, the terms and conditions of that agreement may require you to obtain the financier's consent before replacing your vehicle. To ensure any such requirement is met, we will obtain the financier's consent before replacing your vehicle.

For an example of how we calculate a claim for a new replacement vehicle see Example 1(a) under the *'Claim payment examples'* section of this PDS.

### PowerTorque Finance payout gap benefit

If your vehicle is under a finance contract with PowerTorque Finance and:

- we have declared your vehicle a total loss;
- your finance contract payout amount is more than the agreed value of your vehicle; and
- you have not received a replacement vehicle under the *'Replacement with new vehicle after a total loss'* additional benefit,

we will pay the agreed value of your vehicle and also pay an additional finance gap amount towards the outstanding balance of your finance contract up to a maximum of \$10,000.

The outstanding balance that we pay will exclude any arrears or deferred payments, or amounts that have become due or payable and have not been paid, or other associated penalty costs under the finance contract (where applicable). The payment we make under this benefit will also exclude amounts we have deducted from the agreed value we pay such as the applicable excess and any outstanding premium for the full period of cover.



**Example 1:** At the time of an accident the finance contract payout amount (excluding any arrears or deferred payments, or other payable amounts or penalty costs which remain unpaid) is \$37,000. The agreed value on your current policy schedule is \$31,500 and we have determined that your vehicle is a total loss. The agreed value payment we make is reduced to \$30,000 due to an applicable excess of \$850 and \$650 of remaining monthly premium instalments for the period of cover. After the \$30,000 agreed value is paid towards your outstanding finance contract, we would pay the remaining \$7,000 to the balance of your finance contract.



**Example 2:** At the time of an accident the finance contract payout amount (excluding any arrears or deferred payments or other payable amounts or penalty costs which remain unpaid) is \$45,000. The agreed value on your policy schedule is \$32,000 and we have determined that your vehicle is a total loss. There was no excess payable for your claim and your premium was paid in full for the period of cover. After the \$32,000 agreed value is paid towards your outstanding finance contract, we would pay \$10,000 towards the balance of your finance contract payout amount, which would leave a remaining balance of \$3,000 payable by you.

### Legal costs

We will pay for all legal costs and expenses which are incurred for any claim or action we have defended in your name in relation to this policy, provided we have given our prior approval for these costs.

### Towing and storage

Following accidental loss or damage to your vehicle covered by this policy, if your vehicle cannot be driven safely, we will pay the cost for the protection, removal and towing of your vehicle to the nearest repairer or place of safety authorised by us.

### Re-delivery costs

If the accident covered by this policy occurs more than 100 kilometres from your home, we will cover the cost of transporting your vehicle to your home once it has been repaired, or the cost of transporting your vehicle to a repairer of our choosing in your local area prior to its repair.

### Trailer, boat and caravan cover

We will pay for accidental loss or damage (including theft) to your registered trailer, boat or caravan, which at the time of the accident covered by this policy:

- was attached to your vehicle; or
- became accidentally detached from your vehicle as a result of the accident.

We will pay the lesser of:

- \$1,500;
- the market value of your trailer, caravan or boat (which we will calculate by reference to factors such as age, make, model and condition of the trailer, caravan or boat); or
- the fair and reasonable cost to repair your trailer, caravan or boat (the fair and reasonable cost is the amount to repair your trailer, caravan or boat, and we will calculate this by reference to relevant information including quotes from available repairers).



### Personal items

We will pay up to **\$750** per claim in total for all personal property belonging to you, your spouse or dependent children which is:

- stolen from inside your locked vehicle;
- stolen with your vehicle and not recovered; or
- damaged as a result of an accident involving your vehicle,

subject to a claim being accepted on the policy for loss or damage to your vehicle.

We will pay you the market value for the personal item(s) at the date of the accident.

Refer to the section '*How we settle your claim – Personal items and tools of trade*' to find out more.

We will not pay for personal property items recovered in an undamaged condition.

No cover is provided for cash, cheques, negotiable items, credit cards or jewellery.

We will require you to provide us with proof of ownership of any stolen items, such as receipts or invoices relating to the items.

We may also require that you provide us with a police report for the stolen items.

### Baby capsules and child seats

We will pay up to **\$800** in total per claim to replace baby capsules or child seats fitted to your vehicle which are:

- stolen from inside your locked vehicle;
- stolen with your vehicle and not recovered; or
- damaged as a result of an accident involving your vehicle,

subject to a claim being accepted on the policy for loss or damage to your vehicle.

We will not pay for items recovered in an undamaged condition.

### Emergency repairs

If we agree to pay your claim for accidental damage, we will reimburse you for up to **\$500** in emergency repairs to your vehicle, which may be necessary to enable you to continue using your vehicle safely following the accident.

The emergency repairs to your vehicle can be conducted without any prior agreement between you and us. We will need you to provide us with the receipts and/or invoices for all emergency repairs to your vehicle.

### Emergency trip continuation

If your vehicle cannot be safely driven after being stolen and/or damaged in an accident more than 100 kilometres from home we will reimburse the cost of essential:

- transportation for you and your passengers to your home or destination; and
- transportation to collect your vehicle when it has been repaired; or
- temporary accommodation (room rental only) for you and your passengers, up to **\$200** per day.

We will pay a maximum of **\$750** per claim for emergency trip continuation.

This benefit is only payable if we agree to pay a claim under the policy for accidental loss or damage to your vehicle, and we will only cover emergency accommodation that is arranged after the vehicle has been stolen and/or damaged in an accident.

Emergency trip continuation costs can be incurred without our prior approval, but we will need you to provide us with receipts and/or invoices relating to these costs.

## Travel expenses

If, as a result of accidental loss or damage to your vehicle covered by this policy, you incur travel expenses:

- because your vehicle cannot be safely driven after being stolen and/or damaged in an accident less than 100 kilometres from your home and you need to arrange travel from the scene of the accident;
- for transportation to and from the repairer we authorise to repair your vehicle; and/or
- for transportation to and from a rental car supplier,

we will reimburse up to \$500 in total for the cost of all of the above travel expenses.

This benefit is only payable if we accept a claim under the policy for accidental loss or damage to your vehicle. Receipts for payment of the travel expenses must be produced in support of any claim.

## Insurance continuity for replacement vehicles following a total loss

If you make a recoverable claim following a total loss and we supply a replacement vehicle, instead of your policy coming to an end we will continue this policy for that replacement vehicle.

We will provide you with a new certificate of insurance for any replacement vehicle that we cover under this insurance continuity benefit.

You will not have to pay any premium that is additional to the premium set out in your policy schedule for this benefit. Refer to the section *'What you must pay in the event of a claim – Paying your premium following a total loss claim'* to find out more.

## Rental car following not-at-fault collision

If your vehicle is accidentally damaged and you make a recoverable claim we will arrange a rental car with one of our preferred suppliers for you to use for up to 30 days:

- while your vehicle is being repaired;
- while your vehicle is awaiting repairs if it cannot be driven safely; or
- if we have declared your vehicle a total loss.

If one of our preferred suppliers is not available we will authorise you to arrange a rental car for up to 30 days, and we will pay for the cost of that rental car up to a maximum of \$60 per day (inclusive of insurance).

In either case, we will provide this rental car cover until the earlier of the following:

- the date your vehicle has been repaired and is able to be driven;
- the date that we settle your claim if your vehicle is a total loss; or
- the maximum period of 30 days has ended.

Refer to the *'Additional Terms and Conditions – Our standard conditions for rental cars'* section of this PDS for our standard conditions (including insurance cover for the rental car) which apply to all rental car benefits in this policy.

## Rental car following theft

If your vehicle is stolen and the theft:

- has been reported to the police; and
- is covered by this policy,

we will arrange a rental car with one of our preferred suppliers for you to use for up to 30 days while you remain without the use of your vehicle.

If one of our preferred suppliers is not available, we will authorise you to arrange a rental car for up to 30 days, and we will pay for the cost of that rental car up to a maximum of \$60 per day (inclusive of insurance).

In either case, we will provide this rental car cover until the earlier of the following:

- the date your vehicle has been found undamaged;
- the date your vehicle has been found and any damage to it has been repaired;
- the date that we settle your claim; or
- the maximum period of 30 days has ended.

To find out what happens if your vehicle is found undamaged following theft within the 30-day period and the rental car cost is less than your excess, refer to the section *'What you must pay in the event of a claim – Excess'*.

Please refer to the *'Additional Terms and Conditions – Our standard conditions for rental cars'* section of this PDS for our standard conditions (including insurance cover for the rental car) which apply to all rental car benefits in this policy.

### Substitute vehicle

If you use a substitute vehicle while your vehicle cannot be driven, we will provide cover for damage to other people's property caused by your use of the substitute vehicle. Refer to the section *'The protection we provide – Cover for damage to other people's property'* to find out more.

This substitute vehicle benefit applies for a maximum of **14 days** from the day your vehicle was not driveable, or until it is driveable, whichever happens first.

Subject to applicable law, we do not cover:

- the use of any rental car under this benefit;
- any claim if you do not have legal use of the substitute vehicle;
- any claim if the substitute vehicle is registered in your name; or
- loss or damage to the substitute vehicle.

The maximum amount we will pay for legal liability is **\$20 million** as described under the section *'The protection we provide – Cover for damage to other people's property'*.

### Tools of trade

If business use is shown on your policy schedule we will pay up to **\$3,000** per claim in total for all tools of trade:

- stolen from inside your locked vehicle or from inside a locked tool box which is permanently fixed to your vehicle;
- stolen with your vehicle and not recovered; or
- damaged as a result of an accident involving your vehicle,

subject to a claim being accepted on the policy for loss or damage to your vehicle.

We will pay you the market value for the tools of trade at the date of the accident.

Refer to the section *'How we settle your claim – Personal items and tools of trade'* to find out more. We will not pay for any tools of trade recovered in an undamaged condition.

We will require you to provide us with proof of ownership of any stolen tools of trade, such as receipts or invoices relating to the items. We may also require that you provide us with a police report for the stolen items.



## OPTIONAL BENEFITS

You can add the following optional benefits to your policy by paying an additional premium when you commence or renew your policy.

### Rental car following any accidental damage

If this optional benefit is shown on your policy schedule, and:

- your vehicle is accidentally damaged as a result of an accident which is covered by this policy; and
- your claim does not qualify for rental car cover under any other benefit of this policy,

we will arrange a rental car with one of our preferred suppliers for you to use for up to 30 days:

- while your vehicle is being repaired;
- while your vehicle is awaiting repairs if it cannot be driven safely; or
- if we have declared your vehicle a total loss.

If one of our preferred suppliers is not available, we will authorise you to arrange a rental car for up to 30 days, and we will pay for the cost of that rental car up to a maximum of **\$60** per day (inclusive of insurance).

In either case, we will provide cover until the earlier of the following:

- the date your vehicle has been repaired and is able to be driven;
- the date that we settle your claim if your vehicle is a total loss; or
- the maximum period of 30 days has ended.

Please refer to the section '*Additional Terms and Conditions – Our standard conditions for rental cars*' of this PDS for our standard conditions (including insurance cover for the rental car) which apply to all rental car benefits in this policy.

### Excess-free glass cover

If this optional benefit is shown on your policy schedule you will not be required to pay any type of excess that applies to your policy for either:

- the first glass replacement claim where your vehicle's windscreen, sunroof glass or window glass is fully replaced, and glass breakage is the only damage sustained to your vehicle; or
- the first two glass repair claims where your vehicle's windscreen, sunroof glass or window glass is repaired but not replaced, and glass breakage is the only damage sustained to your vehicle during the period of cover.

After your first glass replacement, or second glass repair during your period of cover, you will need to pay any type of excess that applies to your policy.

For exclusions that impact on cover, please refer to the section '*When we will not pay your claim*' of this PDS. These exclusions are in addition to any limitations described under the '*Comprehensive Insurance cover*' section of this PDS.

For examples of how we pay a claim for accidental loss or damage to your vehicle, please see Examples 1(a), 1(b) and 1(c) under the '*Claim payment examples*' section of this PDS.



# WHEN WE WILL NOT PAY YOUR CLAIM

## 1. General exclusions

To make a claim under this policy you must provide us with honest, correct and complete information in a timely manner. Your failure to do this may result in us reducing or denying any claim you make.

In addition, we will not pay any claim caused by or arising out of:

- a. any **war, act of terrorism**, hostilities or warlike activities, invasion, act of foreign enemy (whether war is declared or not), rebellion, civil war, revolution, insurrection, military or usurped power;
- b. environmental, biological, chemical, radioactive or nuclear pollution, **contamination or explosion**;
- c. **depreciation**, wear and tear, rust or corrosion;
- d. mechanical, structural, electrical, or electronic **breakdown** or malfunction, or damage resultant from any software virus or computer chip failure;
- e. **damage to tyres** caused by brake application, punctures, bursting, or cuts, except where damage is as a result of an accident;
- f. any **loss**, whether financial or otherwise, because you cannot use your vehicle, except for the cover provided under the sections 'Additional Benefits – Rental car following theft' or 'Optional Benefits – Rental car following any accidental damage';
- g. any **reduced value** of your vehicle after your vehicle has been damaged and repaired in accordance with this policy;
- h. your failure or the failure of anyone else in the possession of your vehicle with your permission to take all reasonable steps to **safeguard your vehicle** from loss at all times. This includes ensuring that:
  - your vehicle is locked when it is not in use;
  - your keys are not left inside your vehicle when it is not in use, unattended or not secure;
  - your vehicle is parked in a safe area;
  - you do not park in areas affected by rising water levels; and
  - you secure your vehicle in the event that it breaks down, is damaged or you've been notified it has been found, after being stolen.
- i. **lawful seizure** or taking possession of your vehicle by any person or organisation lawfully entitled to do so;
- j. the lack of **availability of parts or accessories** from within Australia necessitating special fabrication, air freight costs or importation not normally included in the current manufacturer's Australian price list. Where parts or accessories are not readily available our claims cost will be limited to the current Australian price list of the nearest equivalent part;
- k. costs incurred due to an **unreasonable delay** in you notifying us of a claim, or of a demand upon you that may lead to a claim, fines, penalties or liquidated damages;
- l. you or any other person driving your vehicle with your permission **admitting liability** or entering a contract, warranty or agreement, unless such liability would have existed if you had not entered into such contract, warranty or agreement;
- m. **intentional or reckless loss or damage** caused by you or a person acting with your express or implied permission, for example driving into water, street racing, performing stunts such as donuts, using a mobile phone while driving or driving at excessive speeds;
- n. any costs associated with repairing any **existing damage** your vehicle had prior to an accident which resulted in a claim;
- o. any costs associated with repairing **faulty workmanship** or incomplete repairs previously carried out on your vehicle prior to an accident which resulted in a claim, except in circumstances where you are claiming under terms described in our Lifetime Repair Guarantee;

- p. contamination from natural, **organic or corrosive** substances (for example, damage from tree sap or bird excrement);
- q. the use of **contaminated fuel** (except where the fuel was purchased through a licensed and authorised fuel distributor and the contamination arose from a single event);
- r. asbestos, asbestos products, or any materials containing any form or quantity of asbestos; or
- s. you or any other person in possession of your vehicle with your permission continuing to drive your vehicle in a **damaged state**, for example where your vehicle is overheating or has radiator damage.

## 2. Vehicle exclusions

*We will not pay your claim if, at the time of any accidental loss, damage or liability which results in a claim, your vehicle or trailer, caravan or boat attached to your vehicle (including a rental car or a substitute vehicle) was:*

- a. in an **unsafe or unroadworthy** condition, or was carrying passengers or a load (including towing) in excess of that recommended by the vehicle manufacturer, and this contributed to the loss or damage;
- b. being hired out or **used for fare or reward** (including fast food delivery or driving school instruction), other than where your vehicle is:
  - i. being used for **rideshare** use which you have declared to us and we have agreed to cover, as shown on your policy schedule;
  - ii. being used under a **private pooling arrangement** or where such reward is only a travelling allowance paid by your employer and your vehicle is not used for business use; or
  - iii. being used for supervised driving practice in accordance with **'The protection we provide – Driving instruction cover: Learner drivers'**.
- c. registered as available on a rideshare app for more than 35 hours in total in the 7 days prior to the accident;
- d. altered by **performance modifications** from the original manufacturer's specifications, unless you have told us of those modifications, and we have agreed in writing to cover them;
- e. being used or prepared for use in any form of **motor sport or contest**, experiments, tests, trials or demonstration purposes;
- f. being used airside on an airport or airfield;
- g. in the custody of a motor dealer or prospective purchaser for the **purpose of sale or consignment**; or
- h. being used for any **unlawful purpose**, including the carrying of hazardous or inflammable goods in excess of that permitted by government regulation. This exclusion does not include any loss or damage to your vehicle, where the vehicle was being used for any unlawful purpose by another person without your knowledge or consent (implied or express).

## 3. Driver exclusions

*We will not pay your claim if your vehicle (including a rental car or substitute vehicle) or trailer, caravan or boat attached to your vehicle was:*

- a. being driven by you, or any driver, who was **not licensed** to drive your vehicle, unless your vehicle was being driven without your knowledge or consent;
- b. being driven by you, or any driver (with your permission), after receiving advice from a medical practitioner not to drive, or whilst under the influence of **prescribed medications** that impair the ability to drive; or
- c. being driven by or was last under the control of you, or any other driver with your permission, if you or the permitted driver:
  - i. was under the influence of **alcohol or illicit drugs**; or
  - ii. had a presence of **alcohol or drugs in your or their breath, blood, saliva or urine** as shown by analysis to be contrary to legal requirements; or
  - iii. refused to take a test to determine the level of **alcohol or drugs**;







# MAKING A CLAIM

## What to do in the event of a claim

We understand that being involved in an accident or having your vehicle stolen can be a very stressful time. Our team of claims consultants is here to give you a helping hand when you need it most. To assist in making the claims process as easy as possible for you, the following checklist will help to ensure that you have done everything you need to do, so that your claim can be assessed quickly and efficiently.

Let us know as soon as possible when you discover that an accident likely to result in a claim has occurred, or if someone is holding you responsible for an accident or damage. We can help you and let you know what you should do.

### At the accident scene:

#### Step 1



Try to prevent further loss or damage – do everything you reasonably can to secure or recover your property and to minimise any risk of further loss, damage or liability.

#### Step 2



Report the accident or loss to the authorities – call the police immediately when required to do so by law or when your vehicle is stolen or maliciously damaged.

Keep a record of the accident or report number, as well as the name of the police officer and station and date reported. We will need a copy of the police report to process your claim.

#### Step 3



Collect the details of all drivers, passengers, vehicles and witnesses – make sure you obtain the following information to assist us with lodging your claim:

- registration numbers of all vehicles involved;
- full names and current residential addresses of all persons involved; and
- photos of the damage sustained to all vehicles (where safe to do so) using your mobile phone or camera.

If you can, it will also help us if you can collect the following details:

- insurance company details of all drivers involved;
- phone numbers of all drivers; and
- full names, current residential addresses and phone numbers of any witnesses.

#### Step 4



Contact us on 1300 906 350 – an experienced consultant will let you know what to do at the accident scene, take down all the details so there are no forms to fill in, and explain the claims process.

For assistance contact  
**PowerTorque Insurance** on  
**1300 906 350** and we'll help  
you every step of the way.



## Your responsibilities when you claim on your policy

Any person covered by your policy, or claiming under it, must comply with the following conditions.

**You must never, without our consent:**

- arrange or authorise any vehicle repairs, (including dismantling the vehicle) unless we have given our express written consent (except for emergency repairs as otherwise authorised in this policy);
- admit liability or guilt;
- make a promise or offer to settle or partly settle the matter or defend the matter; or
- assign your rights under this policy to a third party.

If you do not fulfil any or all of your responsibilities, we may reduce or refuse your claim and/or cancel your policy as permitted by law.

**We will require you to assist us in handling your claim by:**

- providing us with correct and complete information and documents (for example proof of purchase, registration papers, repair quotes, bank statements or phone records);
- immediately referring to us any communication that you receive from other parties about your vehicle or claim (for example emails, letters, notices or court documents); and
- not behaving in a way that is improper, hostile, threatening, abusive or dangerous towards us.

**In addition, we may require you to:**

- be interviewed by us or our representatives;
- attend court to give evidence;
- provide us with details of any other insurance policy that relates to your claim;
- make your vehicle available to us to inspect or examine; and/or
- take your vehicle or allow us to take your vehicle to a place we require such as a repairer nominated by us in order for us to assess your vehicle or obtain a quote.



# WHAT YOU MUST PAY IN THE EVENT OF A CLAIM

## Paying your premium following a total loss claim

The following rules apply to the payment of premium under your policy following a total loss claim.

If you have paid your premium annually and we pay the agreed value shown on your policy schedule following a total loss claim, no premium will be refunded.

If you are paying your premium by monthly instalments, you will first need to pay us any unpaid premium for the period of cover or we will deduct any unpaid premium owing for the period of cover from your claim payment amount.

Where you utilise the '*Insurance continuity for replacement vehicles following a total loss*' benefit and we provide you with a replacement vehicle, we will cover this replacement vehicle for the remaining period of cover under your existing policy. You will not be required to pay any premium that is additional to the premium set out in your policy schedule and your policy will continue until the end of the period of cover. Where you are paying your premium by monthly instalments, you will be required to continue paying the premium in accordance with your policy schedule.

## Excess

An excess is the first amount you may have to pay toward the cost of a claim before we provide any benefits under this policy. The amount and types of excesses applicable to your policy are shown on your policy schedule. They are also described below and in our '*Comprehensive Motor Vehicle Insurance Premium, Excess and Claims Guide*'. Refer to the section '*Product Disclosure Statement overview – Important information – How we calculate your premium*' for how to access the Guide.

## What happens when the amount of your claim is less than the amount of your excess

We will only accept a claim where the amount being claimed is more than the applicable excess.



## Types of excess

The following five types of excess are payable by you when they apply to your claim. The excess payable for any claim will be the total of all applicable excesses added together, depending on the circumstances of the claim.

### Basic excess

The basic excess is the amount that applies to each claim that you make on your policy and will be payable by you unless the claim is a recoverable claim or the excess is waived in accordance with any other terms or conditions of your policy.

### Age excess

The age excess applies if the driver was **under 25 years** old at the time of an accident and is payable in addition to other excesses (except the licence excess) when we accept your claim.

### Licence excess

The licence excess is imposed in situations **where the age excess does not apply**, and will be applied where, at the time of an accident, the driver:

- has held an Australian driver's licence for less than two years; or
- is the holder of an overseas, probationary or provisional licence.

The licence excess is payable in addition to other excesses (except the age excess) when we accept your claim.

### Special excess

The special excess applies where your particular circumstances impact the risk covered by your policy.

For example, we may apply a special excess to your policy:

- if you have added a performance modification to your vehicle which may increase the cost of repairs following a claim; or
- because of the driving, criminal or insurance history of you or any regular driver listed on your policy schedule.

The special excess is payable in addition to other excesses when we accept your claim.

### Undisclosed driver excess

The undisclosed driver excess applies to any claim where, at the time of an accident, the driver of your vehicle was:

- under 25 years of age; and
- was not nominated as a driver on your policy schedule or renewal notice.

The undisclosed driver excess is payable in addition to other excesses (including the age excess) when we accept your claim.

## When is an excess payable?

You don't need to pay any excess if:

- you provide us with the full names, current residential addresses, and vehicle registration numbers of all persons involved in the accident; and
- the information we receive from you and other parties about the accident shows that:
  - the accident was caused by another person; and
  - you or the driver of your vehicle did not contribute to the cause of the accident.

If this occurs, this is called a '**recoverable claim**' in this policy because we may be able to recover what we pay you from the person who is at fault or their insurer.

If you pay an excess and information is later made available to us which shows this should not have been payable, we will reimburse the excess you paid.

You will not have to pay any *age excess*, *licence excess* or *undisclosed driver excess* if you are claiming for any of the following:

- theft or attempted theft;
- loss or damage caused by an animal or a weather event such as flood, hail or storm;
- fire;
- malicious damage;
- damage to your vehicle while it was parked; or
- glass cover claims (where glass breakage is the only damage sustained to your vehicle).

If you have purchased the optional '*Excess-free glass cover*' benefit you will also not be required to pay any other type of excess that applies to your policy for the first glass replacement or first two glass repair claims during the period of cover. Refer to the section '*Optional Benefits – Excess-free glass cover*' to find out more.

Furthermore, if your vehicle is being driven by or in the charge of a learner driver you will not have to pay the *undisclosed driver excess*, but any *age excess* or *licence excess* payable in the event of a claim will be that applicable to the licensed driver providing the instruction. Refer to the section '*The protection we provide – Driving instruction cover*' to find out more.

### How is an excess applied to your claim?

When you make a claim, you must pay any applicable excess.

If you do need to pay an excess, we will advise you whether this amount is to be:

- paid by you to the repairer or supplier when you collect your vehicle after it has been repaired;
- paid by you to us when we request it; or
- deducted from the amount we pay you.

More than one excess may apply, depending on the circumstances of the claim, however not all claims attract an excess. Refer to the section '*What you must pay in the event of a claim – When is an excess payable?*' to find out more.



# HOW WE SETTLE YOUR CLAIM

Once we accept your claim, we will arrange for the repair of your vehicle if we can (and if it is not a total loss).

We will determine whether we can repair your vehicle based on the relevant circumstances, including whether:

- there is any pre-existing damage (such as damage from a previous accident, wear and tear, rust or corrosion) to your vehicle (see '*Contribution to repairs*' in this section);
- there is any damage arising from or sustained to performance modifications that we have not agreed to cover;
- a suitably qualified repairer is available;
- the parts needed for the repair are available.

If we cannot repair your vehicle, we will pay you the fair and reasonable cost of repairing your vehicle. The fair and reasonable cost is the amount you would incur to repair your vehicle. We will calculate this by reference to relevant information including quotes from repairers that are available to you.

## Repairing your vehicle and the choice of repairer

### How we choose the repairer

If we determine we can repair your vehicle, we will choose the repairer, authorise the repairs and help to coordinate the repair process for you. To provide you with further peace of mind, any authorised repairs performed will be covered by our Lifetime Repair Guarantee. Refer to the section '*How we settle your claim – The PowerTorque Insurance Lifetime Repair Guarantee*' to find out more.

We may obtain two independent competitive quotations from repairers we have chosen (where available) and select the most complete and competitive quote. If you wish, you can choose a repairer to provide one of the quotes.

If we consider your repairer's quote to not be competitive and/or complete, or we do not believe that the repairs to your vehicle would be completed to a satisfactory standard, we will give you the option of:

- having the repair carried out by a repairer nominated by us; or
- being paid the fair and reasonable cost of repairing your vehicle.

The fair and reasonable cost is the amount you would incur to repair your vehicle. We will calculate this by reference to relevant information including quotes from repairers that are available to you.

Our Lifetime Repair Guarantee only applies to repairs authorised by us.

We will need to inspect your vehicle before repairs commence or when any further damage is found. If your vehicle can be driven, we will arrange a time for you to bring your vehicle to the repairer.

We will only pay for repairs we have authorised, except for emergency repairs up to **\$500** which are necessary for you to continue using your vehicle safely following an accident.

### Undamaged areas

If we accept your claim, we will only authorise repairs to those sections of your vehicle that are damaged following the accident resulting in that claim. You cannot claim to repair undamaged parts of your vehicle to create a uniform appearance. For example, if the accident causes damage to the left vehicle panel, then we will only pay to respray the left panel. We won't pay the cost to respray the rest of the vehicle.

If your vehicle has been damaged Call PowerTorque Insurance as soon as possible on 1300 906 350.

## The PowerTorque Insurance Lifetime Repair Guarantee

The quality of workmanship and materials on all repairs authorised by us will be guaranteed for the life of your vehicle, even if you no longer own it.

When we authorise repairs to your vehicle and **your vehicle is within the first three years of its original registration at the time of the accident** we will always use new genuine parts sourced through the manufacturer's Australian distribution channel in the repair of your vehicle, except for the replacement of windscreens, sunroofs and window glass where Australian Design Rule compliant parts may be used.

In all other cases, your vehicle will be repaired using genuine parts or parts consistent with the age or condition of your vehicle, except for the replacement of windscreens, sunroofs and window glass where Australian Design Rule compliant parts may be used.

If the replacement parts required for the repair of your vehicle are no longer available, we will pay you what it would have cost you to repair your vehicle with those parts had they been available. We will calculate this by reference to relevant information including quotes from repairers that are available to you.

If there is any concern about the quality of the repairs completed by a repairer we have authorised, please promptly contact us. We will arrange for unsatisfactory repairs to be inspected and for the necessary rectification to be carried out. You must not authorise rectification work without our authority.

## Contribution to repairs

If we are unable to carry out repairs due to pre-existing damage to your vehicle (such as damage from a previous accident, wear and tear, rust or corrosion), we will ask you to contribute to the cost of repairing the pre-existing damage so that all repairs can be carried out completely and to a satisfactory standard.

If you do not want to pay this amount, we will not authorise any repairs and instead pay you the fair and reasonable cost of repairing the damage that is covered by this policy.

## If your vehicle is a total loss

Once we accept your claim and determine your vehicle is a total loss we will give you the option to have us:

- provide a new replacement vehicle if you qualify for this benefit (refer to the section '*Additional Benefits – Replacement with new vehicle after a total loss*' to find out more); or
- pay you the agreed value shown on your policy schedule (less any excess and/or unpaid premium).

If we pay you the agreed value and your vehicle is subject to a finance agreement, we will pay the financier the amount owing under your finance agreement up to the agreed value and pay you any remaining portion of the agreed value. If you are eligible for the **PowerTorque Finance payout gap benefit**, and your finance contract payout amount is more than the agreed value, we will also pay an additional amount up to **\$10,000** towards the outstanding balance of your finance contract (refer to the section '*Additional Benefits – PowerTorque Finance payout gap benefit*' to find out more).

We will retain your damaged vehicle, including any options and accessories and keep the proceeds of any salvage value. We will also retain any unexpired portion of the registration and Compulsory Third Party (CTP) insurance.

## Personal items and tools of trade

The most we will pay for loss or damage to any personal items is **\$1,000** in total for each claim.

If the tools of trade benefit applies to your policy, we will also pay up to a maximum of **\$3,000** in total for each claim for loss or damage to tools of trade.

Once we accept your claim for a stolen or damaged item, we will pay you the market value for the item at the date of the accident.

We will calculate the market value by reference to factors such as age, make, model and condition of the item.

### Claim recovery

If you make a claim on this policy, we reserve the right to take action to recover any money paid by us. When we do this, we may need to take such action in your name, and therefore you must cooperate with us and give us any information and assistance we may require through to the completion of the claim. We will meet all expenses associated with our action.

### GST and Input Tax Credits

If you are registered for GST, you are required to tell us your entitlement to any Input Tax Credits (ITC) on the premium you pay to us. If you do not tell us your entitlement, or if the information you give us is incorrect, we will not be liable for any resulting fines, penalties or charges you incur. When we calculate the amount of any payment we make for a claim, we may reduce the amount by any ITC that you are, will be or would have been entitled to receive.

For example: Where you are entitled to an ITC on your premium and have a total loss accident, we agree to pay you the agreed value of your vehicle calculated at \$21,920. We will reduce this amount by the ITC, which is equal to 1/11th of \$21,920 (or \$1,993). Your payment is then equal to \$21,920 – \$1,993 (or \$19,927).

### If your vehicle has been stolen

If your vehicle is found damaged within **14 days** from when you reported the theft to us and it can be repaired, we will arrange the repair as set out under *'How we settle your claim – If your vehicle has been damaged'*.

If your vehicle has not been found within **14 days**, or is found damaged and cannot be repaired, we will declare it a total loss if we have accepted your claim. Refer to the section *'How we settle your claim – If your vehicle is a total loss'* to find out more.

Report the theft immediately to the police and to PowerTorque Insurance on **1300 906 350**.

### Third Party Property damage claims

When the use of your vehicle results in damage to someone else's property we will cover your legal liability to pay compensation for any loss or damage caused.

The use of a boat, caravan or trailer attached to your vehicle is also covered. Refer to the sections *'The protection we provide – Cover for damage to other people's property'* and *'Additional Benefits – Trailer, boat and caravan cover'* to find out more.

Call PowerTorque Insurance as soon as possible on **1300 906 350**.

For examples of how we pay a claim if your vehicle is a total loss see Examples 1(a) and 1(b) under the *'Claim payment examples'* section of this PDS.





# ADDITIONAL TERMS AND CONDITIONS

## Our standard conditions for rental cars

### The following conditions apply to all rental car benefits in this policy.

The rental car must be arranged by us or authorised by us based on the terms of the relevant benefit. A benefit will only be made available after you have lodged your claim with us, and you have paid any applicable excess(es).

When we arrange a rental car, it will be covered by this policy during the authorised hire period. If the rental car is damaged or stolen during the hire period you will need to lodge a new claim under this policy, and you must pay any excess(es) that apply.

When we authorise you to arrange a rental car, ***the rental car will not be insured under this policy*** and we recommend that you take out insurance for the rental car when you enter into the hire agreement. You will also need to provide us with receipts for the rental charges being claimed in order to receive reimbursement.

The cost of fuel and any other costs associated with the rental car or any additional hire costs will be your responsibility. You must meet the rental conditions which apply, including driver age restrictions, daily kilometre allowances, vehicle return and pick-up locations and the deposit of any bonds.

### The rental car must be returned within one business day of the earliest of:

- the date we advise you that your vehicle has been repaired and is able to be driven;
- the date we advise you that your vehicle has been found undamaged and is able to be driven;
- the end of the maximum period of 30 days of rental car cover; or
- the date we settle your claim.

Should you fail to return the rental car within the applicable time period above, you will be liable for the daily rental car cost after that date.

### We will not pay for:

- rental car costs incurred as a result of a delay by you in having your vehicle repaired;
- any costs incurred due to a delay in carrying out repairs by a repairer you choose; or
- any costs incurred in hiring the car if your claim is declined by us or withdrawn by you.

## Paying for your insurance

You must pay your premium by the due date. You can pay your premium annually in one lump sum or by monthly direct debit instalments. The notices we issue at the commencement of your insurance, and at each renewal of your policy, show your chosen payment option.

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

For an explanation of how we determine your premium please refer to the '*Comprehensive Motor Vehicle Insurance Premium, Excess and Claims Guide*'. Refer to the section '*Product Disclosure Statement overview – Important information – How we calculate your premium*' of this PDS for how to access the Guide.

When you tell us about a change to your policy details (for example, adding a new regular driver) this may alter our risk and therefore affect the premium you need to pay. If the changes reduce your premium and a refund is payable, we will credit your credit card or bank account for the amount owing to you. If any changes increase your premium you will need to pay us any additional premium required within **14 days**.

If you do not pay your premium in full, or any additional premium required, we may reduce your period of cover proportionate to the premium you have already paid.

### **Paying annually**

You must pay your premium by the due date to receive the insurance cover set out in this policy.

### **Paying by monthly instalments**

The premium we charge is higher when you pay in instalments than when you pay one lump sum annually. By choosing to pay your premium by monthly instalments this will automatically provide us with an authority to arrange monthly direct debits from your nominated account. We will act in accordance with any applicable governing laws and regulations and we expect you will meet your obligations regarding payment of your direct debit instalments. Your monthly instalment amount and date for each instalment will be set out on your policy schedule.

Where your vehicle is a total loss and we do not provide you with a replacement vehicle, you must still pay us the outstanding premium for the full period of cover. We may deduct this amount from any payment we make to you.

It is your responsibility to ensure that sufficient funds are in your nominated account to meet each instalment. If your payment details change you must tell us no later than seven days before your next premium monthly instalment is due.

At renewal, we will continue to collect your premium by monthly instalment, unless you advise us otherwise.

### **Unpaid monthly instalments**

Your monthly instalment must be paid on or before the due date.

If our scheduled attempt to collect your monthly instalment is unsuccessful, we will advise you in writing.

If your payment is overdue, we can do one or more of the following:

- refuse to pay a claim for an accident that occurs after your paid to date if your payment is **14 days** (or more) overdue;
- cancel your policy without notifying you if your payment is one month (or more) overdue.

Where your vehicle is subject to finance, we may advise your financier that the vehicle is no longer comprehensively insured with us.

### **Renewing your policy**

We will notify you at least **14 days** before the expiry of your policy at your last known address that we have on record or by electronic communication (where you have opted in to receive electronic communication), and:

- set out the terms on which we offer renewal of your policy (**renewal notice**); or
- advise that we are unable to offer you a further period of insurance.

When you receive a renewal notice from us it is important you check that the information set out in that renewal notice is correct and advise us immediately of any changes to your information or details. If the information you provide to us is not honest, correct and complete, we may reduce or deny any claim you make, cancel your policy or treat your policy as if it never existed.

### **When we offer to renew your policy, we may require an additional premium:**

- if you make a claim in the period between the point in time we calculated the renewal premium and the expiry of your policy; or
- if you tell us about changes to your policy details in that period and we tell you they will increase your renewal premium.

If the additional premium is not paid, we may reduce the period of cover to match the reduced amount you have already paid.

## Changes to your policy

You need to tell us immediately if any of the following occur during the period of cover:

- the drivers of your vehicle change;
- there is a change to the ownership of your vehicle;
- the address where your vehicle is regularly garaged/kept changes;
- any of your contact details change, such as your mobile number, postal or email address;
- you replace your vehicle (refer to the section '*Additional Terms and Conditions – Change of vehicle cover*' to find out more);
- your vehicle is fitted with any performance modification;
- you wish to change the agreed value of your vehicle;
- there are any changes to the condition of your vehicle including any damage to your vehicle;
- the way you use your vehicle changes (for example, from private use to business use or vice versa);
- any finance on your vehicle changes;
- the drivers licence or permit for you or any intended drivers of your vehicle has been suspended, cancelled, restricted or endorsed;
- you or any drivers of your vehicle have been convicted of, or had any fines or penalties imposed for, any criminal activity; or
- any details listed on your policy schedule change or are no longer accurate.

## What we will do when you contact us

When you contact us and tell us about these changes we may decide to:

- alter the terms and conditions of your policy;
- charge you an additional premium; and/or
- apply a special condition to your policy.

In some cases, it could mean we can no longer insure you and we will cancel your policy. For example, this may occur if you have modified your vehicle or changed the vehicle use in a way that we do not agree to cover.

If you do not provide the information immediately, we may be entitled to reduce, or refuse to pay a claim under the policy and/or cancel the policy.

## Cancelling your policy

### 21-day Cooling Off period

You can cancel this policy within **21 days** of its purchase date and you will receive a full refund, provided you have not lodged a claim. If you do this, the policy will be cancelled from the beginning of the period of cover, and we will not accept any claim which is lodged in relation to an accident which occurred after the cancelled period of cover began. To cancel your policy please call PowerTorque Insurance on **1300 906 350**, or email or write to us. Our contact details are provided at the end of this document.

### Cancellation after 21 days

#### *By you*

You may also cancel this policy at any time after **21 days** of its commencement date by requesting us to do so. We will refund the balance of the premium paid in respect of any unexpired period of cover, less a processing charge of **\$40** (inclusive of GST) to cover our administrative and transaction costs. If we have paid a total loss claim or replaced your vehicle during the current period of cover you will not be entitled to any refund.

#### *By us*

We can only cancel your policy by giving you written notice in accordance with legislative requirements. If we do this, we will refund the balance of premium in respect of any unexpired period of cover, less a processing charge of **\$40** (inclusive of GST) to cover our administrative and transaction costs. If we have paid a total loss claim or replaced your vehicle during the current period of cover you will not be entitled to any refund.

For example: if a policy with an annual premium of \$540 was cancelled with 146 days remaining, the refund applicable (following deduction of the \$40 processing charge) would be equal to:  $\$540 \times (146/365) - \$40 = \$176$ .

### Change of vehicle cover

If you purchase another vehicle, we will provide separate temporary cover for both the existing vehicle described on your policy schedule and the replacement vehicle, while you are the legal owner of both vehicles, for up to **14 days** from the date of the purchase of the replacement vehicle provided:

- you give us full details of the replacement vehicle within **14 days** of buying it;
- we agree in writing to cover your replacement vehicle and you accept any modified terms and conditions; and
- you pay any extra premium we may request.

We will cover your replacement vehicle on the same terms as your existing vehicle for up to **14 days** from the date of purchase, and the agreed value will be the lesser of the purchase price of the replacement vehicle or \$150,000.

Cover ceases on the existing vehicle **14 days** from the date of purchase of the replacement vehicle. Please contact us on **1300 906 350** if you require cover on your existing vehicle beyond the 14-day temporary cover period. As confirmation of cover on your replacement vehicle, we will send you a new policy schedule.

### Electronic communication

When you opt in to receive electronic communication this policy is made available to you on the basis that you agree to receive all relevant documentation and any related disclosures, communications and notices, including renewal, endorsement and cancellation notices by electronic communication. Each electronic communication will be deemed to be received by you 24 hours after it leaves our information system. If your email address or mobile telephone number changes, please call us immediately on **1300 906 350** or email us at **info@powertorqueinsurance.com.au** so you can continue to receive such documentation. If you do not notify us of changes to this information, we will not be liable to you in any way whatsoever if you fail to receive any electronic communication from us.

### When your policy ends

This policy will end at the earliest of the following:

- the expiry of the period of cover shown on your policy schedule;
- the effective date of your policy being cancelled (including where any monthly instalment has remained unpaid for one month, or where you have been fraudulent in your disclosures and we have subsequently found out and cancelled your policy); or
- when we settle your claim as a total loss, unless your policy continues under the *'Insurance continuity for replacement vehicles following a total loss'* benefit.



# OUR SERVICE COMMITMENT TO YOU

## General Insurance Code of Practice

PowerTorque Insurance proudly supports and complies with the General Insurance Code of Practice ('Code'). The Code has been developed to exceed the standards set out in regulation and to reflect changing community expectations and attitudes towards insurance.

It has been designed to create:

- an informed relationship between insurers and customers;
- public confidence in the general insurance industry;
- rapid resolution of complaints and disputes; and
- even higher standards of customer service.

A copy of the Code can be obtained from the Insurance Council of Australia (ICA) or by visiting [codeofpractice.com.au](http://codeofpractice.com.au). The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

## Complaint resolution process

We're committed to providing you with the highest standard of service. However, if you have any concern about our products, services or representatives, our Customer Resolution Team will work with you to resolve any issue you might have.

We will acknowledge your complaint and we will:

- aim to resolve it efficiently, fairly and directly;
- ensure that it is handled by a person with appropriate knowledge and experience; and
- keep you notified about the progress of your complaint at least every 14 calendar days (if necessary).

You can raise a concern or make a complaint about any aspect of your relationship with us by calling **1300 906 350** between Monday and Friday from 8:30am to 5pm AEST or by emailing [resolutionteam@powertorqueinsurance.com.au](mailto:resolutionteam@powertorqueinsurance.com.au).

If we are unable to resolve your complaint within 30 calendar days of receiving it, or if you are unhappy with our decision, you may choose to refer your complaint to the Australian Financial Complaints Authority (AFCA). AFCA is an independent, external dispute resolution scheme and there is no charge for this service.

## How to contact AFCA

**Online:** [afca.org.au/make-a-complaint](http://afca.org.au/make-a-complaint)

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

**Phone:** 1800 931 678 (free call)

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

### **Are any decisions binding on you?**

We will stand by any decision made as part of our complaints process in an attempt to satisfy your concern.

However, you do not have to accept any decision made by us or AFCA and alternatively may wish to seek your own advice on this matter elsewhere.

### **Financial Claims Scheme**

This policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS). The FCS is administered by the Australian Prudential Regulation Authority (APRA). We are authorised by APRA.

In the unlikely event of an insurer authorised by APRA, such as us, becoming insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies, as a policyholder you may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria.

Information about the scheme can be obtained from the FCS website at [fcs.gov.au](https://www.fcs.gov.au).



# CLAIM PAYMENT EXAMPLES

The following are examples of how we pay a claim under this policy and are not terms or conditions of the policy wording. They are examples only and individual claim settlement will depend upon the facts and circumstances of each case.

Please note that the excess amounts provided are for illustration purposes only and your applicable excesses are stated on your policy schedule. Terms and conditions apply in regard to individual claims payments. Please read this Policy and Product Disclosure Statement (PDS) for full details of what we cover, as well as what policy limits and exclusions apply.

You can find further details on excesses in our '*Comprehensive Motor Vehicle Insurance Premium, Excess and Claims Guide*'. This Guide is available on our website at [powertorqueinsurance.com.au](http://powertorqueinsurance.com.au) or you can call us on 1300 906 350 if you would like us to post you a free copy.

## Comprehensive cover claim settlements

### 1(a) Total loss claim following accidental damage

*A total loss claim (including a claim for towing) where the other driver is making a demand against you.*

You have a Comprehensive Insurance policy for your vehicle. You have an agreed value of \$30,000. The basic excess shown on your policy schedule is \$850.

Your vehicle is damaged in a collision with another vehicle. Your vehicle was being driven by your 21 year old son who holds a full Australian driver's licence and is noted as an additional driver on your policy. Your son caused the accident because he failed to give way at an intersection.

At the time of the accident your vehicle was within the first two years of its original registration and you use it for private use only. The trailer attached to your vehicle is also damaged. Your vehicle is towed from the scene of the accident.

We decide that both your vehicle and your trailer are a total loss and we agree to replace your vehicle with a new vehicle of the same make, model and series.

The owner of the other vehicle brings a court claim against your son in relation to the accident. The damage to the other vehicle and the legal costs of the other driver are assessed by a court at \$15,500. The legal costs to defend your son's legal liability in court are \$5,000.

We replace your vehicle with a new vehicle of the same make, model and series (provided such a vehicle is available in Australia), and pay for the on-road costs, including the cost of the first year's registration and CTP Insurance, if applicable.

We will also pay	Amount
Market value of your trailer (we will pay this to you)	\$800
PLUS	
Towing costs (we will pay this to the towing company)	\$400
PLUS	
Damage to the other vehicle, plus their legal costs (we will pay this to the owner of the other vehicle)	\$15,500
PLUS	
Your legal costs (we will pay this to our lawyers)	\$5,000
<b>Total we will pay (in addition to the new replacement vehicle)</b>	<b>\$21,700</b>
You must pay us	Amount
<b>Your excess (\$1,650 – made up as follows)</b>	
Your basic excess (as shown on your policy schedule)	\$850
PLUS	
Age excess (as shown on your policy schedule)	\$800
<b>Total you must pay</b>	<b>\$1,650</b>

In Example 1(a) our payment is based on the following policy provisions – refer to the relevant section of this PDS for details:

1. Cover for damage to other people's property (refer to the section *The protection we provide – Cover for damage to other people's property*)
2. Replacement with new vehicle after a total loss (refer to the section *'Additional Benefits – Replacement with new vehicle after a total loss'*)
3. Trailer, boat and caravan cover (refer to the section *'Additional Benefits – Trailer, boat and caravan cover'*)
4. Legal costs (refer to the section *'Additional Benefits – Legal costs'*)
5. Towing and storage (refer to the section *'Additional Benefits – Towing and storage'*)
6. Excess (refer to the section *'What you must pay in the event of a claim – Excess'*)
7. You do not have an ITC entitlement on the item being claimed (refer to the section *'How we settle your claim – GST and Input Tax Credits'*)

### 1(b) Total loss claim following theft

***A total loss claim following theft (including claims for personal items and rental car following theft).***

You have a Comprehensive Insurance policy for your vehicle, with an agreed value of \$22,000. The basic excess shown on your policy schedule is \$850. You pay your premium by monthly instalments, in the amount \$78.40 per month.

Your vehicle is stolen and found seven days later in a damaged state. You had a digital camera worth \$300 which was stolen with your vehicle.

We decide that your vehicle is a total loss and agree to pay you \$300 for the loss of the personal item. Your claim is settled on the day your vehicle is found, so you have the rental car benefit for seven days. At the time your claim is settled, there were five remaining monthly premium instalments due to be paid for the full period of cover.



We will pay	Amount
Agreed value of your vehicle (we will pay this to you)	\$22,000
<i>PLUS</i>	
Rental car costs (we will pay this to you or the rental car company) (\$60 a day for seven days)	\$420
<i>PLUS</i>	
Personal items (we will pay this to you)	\$300
<b>Total we will pay</b>	<b>\$22,720</b>
You must pay us	Amount
Your basic excess (as shown on your policy schedule)	\$850
The remaining unpaid premium for the period of cover (5 x monthly instalments of \$78.40)	\$392
<b>Total you must pay</b>	<b>\$1,242</b>

In Example 1(b) our payment is based on the following policy provisions – refer to the relevant section of this PDS for details:

1. Cover for accidental loss or damage to your vehicle (refer to the section '*The protection we provide – Cover for accidental loss or damage to your vehicle*') and Total loss settlement (refer to the section '*How we settle your claim – If your vehicle is a total loss*') )
2. Rental car (refer to the section '*Additional Benefits – Rental car following theft*') )
3. Personal items (refer to the section '*Additional Benefits – Personal items*') )
4. Excess (refer to the section '*What you must pay in the event of a claim – Excess*') )
5. You do not have an ITC entitlement on the item being claimed (refer to the section '*How we settle your claim – GST and Input Tax Credits*') )

### 1(c) Accidental damage claim where the vehicle can be repaired

***A claim for accidental damage to your vehicle that can be repaired (including a claim for rental car following not-at-fault collision).***

You have a Comprehensive Insurance policy for your vehicle, with an agreed value of \$35,000. The basic excess shown on your policy schedule is \$850.

Your vehicle is damaged in an accident with another vehicle and is towed to the repairer. The person driving the other vehicle caused the accident and you provide us with the name, current residential address and vehicle registration number of that person, so there is no requirement to pay any excess.

We decide to repair the vehicle. You need a rental car for eighteen days while your vehicle is being repaired.

We will pay	Amount
Cost to repair your vehicle (we will pay this to the repairer) <i>PLUS</i>	\$4,800
Rental car costs (we will pay this to you or the rental car company) (\$60 a day for eighteen days) <i>PLUS</i>	\$1,080
Towing costs (we will pay this to the towing company)	\$600
<b>Total we will pay</b>	<b>\$6,480</b>
You must pay us	Amount
Applicable excess	\$0
<b>Total you must pay</b>	<b>\$0</b>

In Example 1(c) our payment is based on the following policy provisions – refer to the relevant section of this PDS for details:

1. Cover for accidental loss or damage to your vehicle (refer to the section *'The protection we provide – Cover for accidental loss or damage to your vehicle'*) and Repairing your vehicle (refer to the section *'How we settle your claim – If your vehicle has been damaged'*)
2. Rental car (refer to the section *'Additional benefits – Rental car following not-at-fault collision'*)
3. Towing and storage (refer to the section *'Additional Benefits – Towing and storage'*)
4. Excess (refer to the section *'What you must pay in the event of a claim – Excess'*)
5. You do not have an ITC entitlement on the item being claimed (refer to the section *'How we settle your claim – GST and Input Tax Credits'*)



## CONTACT DETAILS

For information regarding your policy or to make a claim:



**Phone: 1300 906 350**



**Mail: PowerTorque Insurance**  
PO Box 7212  
Melbourne VIC 3004



**Email: [info@powertorqueinsurance.com.au](mailto:info@powertorqueinsurance.com.au)**



**Web: [powertorqueinsurance.com.au](http://powertorqueinsurance.com.au)**

To enquire about additional insurance needs call us on **137 800**.

