

Comprehensive Car Insurance

Product Disclosure Statement

PAY  **AS YOU DRIVE™**




real
INSURANCE®
Makes Sense

If you've got questions, we've got answers.

Our team are here to help. If you have any questions after reading this Product Disclosure Statement, you can:

1. Call **13PAYD (7293)** between 8am to 7pm weekdays or 9am to 5pm (EST) on Saturdays.
2. Email us on **customer@payd.com.au**
3. Visit **payasyoudrive.com.au**
4. Write to **Pay As You Drive Locked Bag 9042 Castle Hill NSW 1765.**

This Product Disclosure Statement (PDS), incorporating the policy wording was prepared on 29 May 2009 and will assist you in understanding Pay As You Drive™ (PAYD) car insurance so that you can determine if this cover is right for you. Any advice provided is general only and does not take into account your individual circumstances. We recommend that you carefully read this PDS and any other supporting documentation we send you including your Insurance Certificate.

Real Insurance is a trading name of The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 AFSL No. 241436 which is the insurer of this Pay As You Drive™ insurance

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Some Basics About Pay As You Drive™ Car Insurance

We appreciate that different drivers have different needs. Our Pay As You Drive™ car insurance is an innovative insurance product that provides you with high quality cover at a low cost if you don't use your car that often.

Most "comprehensive car insurance" policies provide cover for accidental loss of or damage to your car and legal liability cover, subject to terms, conditions and excesses. Our Pay As You Drive policy, if you do not exceed the agreed kilometre cover range, provides the same type of cover for accidental loss of or damage to your car and legal liability cover subject to the terms, conditions and excesses of your policy.

If the kilometre cover range is exceeded before the period of insurance ends the cover for your car is limited to fire damage to and theft of your whole car (but not attempted theft).

Legal liability cover is provided for the whole period of insurance.

We provide cover for your car on an agreed value basis (rather than market value which some policies cover) and this gives you certainty on what will be paid out in the event of a total loss.

Pay as You Drive™ offers you

1. Simple to understand language. No Jargon;
2. Competitive premiums based on the kilometres you travel;
3. 14 day money back guarantee;
4. Unused kilometres never expire if you renew your policy;
5. Peace of mind – agreed value cover;
6. Real people who pride themselves on always providing the best possible service.

All policies are different no matter what they are called and you need to read the policy documents carefully to understand the cover you are getting.



How Does Pay As You Drive™ Work?

In summary:

- You get cover for accidental loss of or damage to your car which occurs during the period of insurance provided that the odometer reading of your car has not exceeded the kilometre cover range you agreed with us when you apply (this is the “Comprehensive cover” on page 14).
- You pay a base cover premium and you buy kilometres from us. Any unused kilometres bought by you from us are either refunded to you if you cancel the policy or don't renew or carried over if you renew (except where a total loss claim has been paid).
- If the kilometre cover range is exceeded before the period of insurance ends your “Comprehensive cover” also ends and you have a more limited cover for the remainder of the period of insurance - this is cover for fire damage to and theft of your whole car only (but not attempted theft)(this is the “Third party Fire and Theft cover” on page 14).
- If you believe you will exceed your agreed kilometre cover range before the period of insurance ends and you want comprehensive cover for this remaining period, you need to apply (before the kilometres end) to add the extra kilometres you want. We have the choice as to whether to vary the policy or not.
- Legal liability cover is provided for the whole period of insurance (this is the “Legal liability cover” on page 15);
- Optional Benefits are available and can be added to your policy for an additional premium, these optional benefits are outlined in this PDS.
- **Note:** There is no cover provided by this policy until the latter of your start kilometre cover range or the start date of your period of insurance.

To fully understand our innovative cover please read this document carefully.



What Our Words Mean

In this PDS some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

accident/accidental

means sudden and unexpected mishap(s) that result from one event.

agreed value

means the amount we agree to insure your car for during the period of insurance. This amount will be shown on your Insurance Certificate.

business use

means that your car is either registered for business use or is used for income earning purposes as part of your full time, part time or casual business &/or employment.

car

means the registered vehicle shown on your Insurance Certificate and includes:

- the manufacturer's standard accessories and options;
- other accessories, modifications and extras fitted to your car that you have told us about that we have agreed to insure and listed on your Insurance Certificate.

excess

means the amount you are required to pay when you make a claim under your policy. The policy excesses are detailed on your Insurance Certificate. In the event of a claim you may be required to pay more than one excess.

insurance certificate

is the document of that name we send you that provides details of your insurance.



kilometre cover range

means your insured kilometre range as shown on your Insurance Certificate.

period of insurance

means the duration in which we insure your car as shown on your Insurance Certificate. If the policy is cancelled, the period of insurance terminates when the cancellation becomes effective.

private use

means social, domestic and pleasure purposes including travelling between home and place of work. It does not include business use.

off road use

means the use of your car in any area that is not a purpose built carriageway linking two places that appears on publicly available road maps within Australia.

total loss

means that your car has been stolen and not recovered or that the damage sustained to your car in our opinion renders the car unsafe or uneconomical to repair when compared to the agreed value shown on your Insurance Certificate.

we, us, our

means Real Insurance a trading name of The Hollard Insurance Company Pty Ltd.

you, your

means the person(s) named on the Insurance Certificate as the insured.

Understand Your Duty Of Disclosure

We rely on the information you provide us with, to decide whether to insure you and the terms on which we will insure you.

To comply with your Duty of Disclosure when first entering into an insurance contract with us, you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the questions we ask you. This applies to every insured person under the insurance policy.

If you fail in your Duty of Disclosure we may reduce or deny any claim you make or cancel your insurance. If you fraudulently keep information from us or deliberately make false statements we may avoid your contract and treat your insurance as if it never existed.

To comply with your Duty of Disclosure when you vary, renew, extend, reinstate or replace your insurance, you must tell us everything that you know, and which a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you, and if so, on what terms. You do not have to tell us anything that is common knowledge, which we should know through our business, that reduces the risk of a claim or that we tell you that we do not need to know.



How Do I Apply And What Do I Pay?

To apply, call our call centre on 13 PAYD (7293) or visit our website payasyoudrive.com.au and buy online.

- You will need to first determine the number of kilometres you require for the period of insurance. This is for you to determine depending on your needs, but the following steps are a useful guide (assuming you want Comprehensive cover for a year):
 1. Check your odometer reading;
 2. Determine the number of kilometres you travel weekly and multiply them by 52 (annual kilometres);
 3. Allow for a safety net on the above by including additional kilometres for unexpected trips, holiday travel etc.

Remember, if your kilometre cover range is exhausted and you have not contacted us to buy more (or we do not agree to provide more), you will only have Third Party Fire and Theft cover for the remaining period of insurance.

- When you apply, we will obtain from you the relevant details that we need to determine whether to accept your risk or not.
- You pay for a kilometre premium in addition to a base cover premium that will include any relevant and compulsory government charges, duties, taxes &/or levies.
- You must purchase a minimum of 5,000 kilometres in addition to the base premium, with no maximum limit being applied. (See the 'Determining your premium' section for more details on your premium.)

Money Back Guarantee

Full 14 day money back guarantee. If you decide that your Pay As You Drive™ car insurance doesn't meet your needs, and nothing has occurred for which a claim is payable under your policy, you can return your policy within 14 days of the start of your insurance to receive a full refund of any premiums paid (less any government levies, taxes or duties that we cannot recover). We call this your 'Money Back Guarantee' and it's as simple as that.



Our Agreement With You

Where we agree to insure you we enter into a contract with you for the period of insurance, subject to your payment of or agreement to pay the premium required by us. We call this contract a “policy”.

The policy is made up of this document and your Insurance Certificate which we will send you to confirm our agreement. The Insurance Certificate will show (amongst other things) the car insured, the agreed value for your car and the kilometre cover range.

You need to read these documents together to understand the terms (which include conditions and exclusions) that apply to your policy and the cover provided. We suggest that you keep these documents in a safe place for future reference.

The sections over page set out the cover provided and this cover is subject to the terms (which include, conditions and exclusions) detailed in the other sections of the policy and the Insurance Certificate which may vary the standard terms.

We may refuse a claim if an exclusion applies. If you fail to comply with a condition we may refuse to pay a claim to the extent permitted by law and cancel the policy.



What You Are Insured Against

Comprehensive cover

Under the policy we cover you for accidental loss of or damage to your car which occurs during the period of insurance, including but not limited to:

- collision;
- theft;
- fire;
- storm, wind, lightning, snow, hail and flood;
- malicious damage;
- windscreen damage.

The definition of car includes its standard tools and accessories as originally supplied with the car by the manufacturer. We do not cover any additional accessories or improvements to your car unless you have told us about them and we have agreed to provide cover and listed them on your Insurance Certificate.

The Legal liability cover referred to over page is also provided in addition to this cover.

Third Party Fire and Theft cover

The above Comprehensive cover will not apply if your car's odometer reading is outside of the agreed kilometre cover range shown on your Insurance Certificate. In the event that you have a claim outside your kilometre cover range, you will only be covered for loss of or damage to your car as a result of fire or theft of the whole car (but not attempted theft) that occurs during the period of insurance. You continue to receive the protection of the Legal liability cover referred to over page.

In settling a claim made under the Comprehensive cover or Third party fire and theft cover, we may, at our option:

- repair your car if it is economically repairable;
- pay you the reasonable cost of repairing your car at the time of the relevant loss, damage or theft;
- pay you the agreed value shown on your Insurance Certificate.

Further details of how we settle claims are set out in the "Making a claim" section.



Legal liability cover

We will cover your legal liability to pay compensation for loss or damage to someone else's property arising out of an accident during the period of insurance which is your fault, where your legal liability arises out of the use of your car, a substitute car or any attached trailer or caravan.

The cover we provide for legal liability includes cover for:

- any person over 25 years of age who is driving, using or in charge of your car with your permission;
- any passenger who is getting into or out of your car;
- your principal, partner or employer arising out of the use of your car.

We will also pay legal costs and expenses to defend any proceedings arising from legal liability for loss or damage covered by this policy, provided that we have first approved these costs and expenses. However, no cover is provided in relation to any liability excluded by your insurance.

The most that we will pay for legal liability arising directly or indirectly from the original accident is \$20 million. This amount includes all legal costs incurred with our consent or for which you have a legal liability.

Optional Covers

The following optional covers can be added to your Pay As You Drive™ car insurance. If you take an optional cover it will be shown on your Insurance Certificate.

Excess-free windscreen cover

If this optional cover is specified as applicable on your Insurance Certificate we will pay the cost of replacing or repairing the front windscreen of your car if it is maliciously or accidentally broken during the period of insurance. We will not apply an excess, for the first windscreen claim made in any one policy period of insurance.

Hire car cover

If this optional cover is specified as applicable on your Insurance Certificate we will assist with the cost of hiring a similar car if your car has been stolen, or cannot be driven because of damage sustained in an accident during the period of insurance.

Hire car cover will commence on the date of the incident or the date on which your car is taken to the repairer if it is still driveable.

The cover will cease when the cover provided has been fully used or the car is repaired, or in the case of a total loss, when we pay your claim. The car must be hired from a licensed hire car company and you must pay for the hire car and submit a copy of the invoice to us for reimbursement.

Cover for this option only applies if we have accepted your claim. Our payment will be limited to the daily hire amount and the maximum hire period selected by you and listed on your Insurance Certificate.



Additional Benefits

If we accept and pay a claim under your cover, the following additional benefits will also apply where relevant:

| Additional Benefits | Benefit limit | Coverage (subject to policy terms) | |
|---|------------------------|--|--|
| | | Comprehensive Cover (within kilometre cover range) | Third Party Fire & Theft Cover (outside kilometre cover range) |
| <p><i>Replacement of your car</i></p> <p>If your car is declared by us to be a total loss within one year of the starting date of the original registration, we will at our option, replace your car with a new car of the same make, model or series. We will also pay for the on road costs (excluding registration and compulsory third party insurance) of the new car. If a similar replacement car is no longer available we will pay you the agreed value of your car.</p> | Replacement Cost | ✓ | Claims for theft & fire damage only |
| <p><i>Towing costs</i></p> <p>If your car is damaged in an accident or recovered after theft, we will pay the reasonable cost of removing your car to the nearest safe and/or secure location</p> | Reasonable towing cost | ✓ | Claims for theft & fire damage only |



| | | | |
|--|------------------------|----------|--|
| <p><i>Trailer and caravan cover</i></p> <p>If we accept and pay a claim for loss of or damage to your car we will also pay for loss or damage to any trailer or caravan attached to your car. We do not cover property being carried in or on the trailer or caravan, or any trailer or caravan that is already insured.</p> | <p>\$1000 in total</p> | <p>✓</p> | <p>Not Covered</p> |
| <p><i>Personal property</i></p> <p>If we accept and pay a claim for loss of or damage to your car we will also pay for damage to personal property, belonging to you or your family, normally residing with you, which suffers damage in the same accident/incident.</p> <p>This benefit only covers damage to personal items owned by you which are designed to be worn or carried. It does not cover cash, negotiable documents or goods connected with any trade, business or occupation.</p> | <p>\$500 in total</p> | <p>✓</p> | <p>Claims for theft & fire damage only</p> |
| <p><i>Essential repairs</i></p> <p>If we accept and pay a claim for loss or damage to your car we will also pay the reasonable cost incurred by you for essential repairs to restore your car to a roadworthy and safe condition so that you may drive to your intended destination.</p> | <p>\$300 in total</p> | <p>✓</p> | <p>Claims for theft & fire damage only</p> |

Additional Benefits

| Additional Benefits | Benefit limit | Coverage (subject to policy terms) | |
|--|-----------------|--|--|
| | | Comprehensive Cover (within kilometre cover range) | Third Party Fire & Theft Cover (outside kilometre cover range) |
| <p><i>Emergency travel and accommodation costs</i></p> <p>When your car is stolen or damaged in an accident and cannot be driven and you are more than 200km from your home, we will pay the cost incurred for:</p> <ul style="list-style-type: none"> necessary travel to return you and your passengers to your intended destination; emergency accommodation for you and your passengers. <p>This benefit is only payable if we accept and pay a claim for damage or theft of your car.</p> | \$500 in total | ✓ | Claims for theft & fire damage only |
| <p><i>Locks and keys</i></p> <p>If your car keys are stolen, we will pay the cost of replacing the keys and/or recoding your car's locks. This benefit is only payable if the theft is reported to the police and the keys were not stolen by a family member, invitee or person who normally resides with you.</p> | \$1000 in total | ✓ | Claims for theft only |

| Additional Benefits | Benefit limit | Coverage (subject to policy terms) | |
|---|--|--|--|
| | | Comprehensive Cover (within kilometre cover range) | Third Party Fire & Theft Cover (outside kilometre cover range) |
| <p><i>Substitute car</i></p> <p>If your car is not in use and cannot be driven, we will cover your legal liability for damage to another person's property when you are involved in an accident whilst using an uninsured registered substitute car. We will not pay for any loss or damage to the substitute car.</p> | Legal liability limit | ✓ | - |
| <p><i>Transit cover</i></p> <p>We will pay for the loss of or damage to your car while it is being transported by road, rail, sea or air within Australia including loading and unloading during the period of insurance. We will also pay any contribution you are obligated to pay towards general average charges where maritime conditions apply.</p> | Agreed value shown on your Insurance Certificate | ✓ | Claims for theft & fire damage only |

What We Do Not Cover

Like most insurance policies, there are exclusions that apply to all covers.

This insurance does not cover you if your car is being driven by you or any person:

- who is not licensed to drive your car or is not complying with the conditions of their licence while doing so;
- while under the influence of any drug or intoxicating alcohol or whose blood alcohol level exceeded the percentage permitted by law in the state or territory where the accident occurred;
- who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

Your claim will not be refused if you can satisfy us that you had no reason to suspect that the driver was not licensed or that their judgment was impaired or affected by alcohol or any drug. If we pay a claim, we can recover all claim costs from the person who was driving or was in charge of your car.

This insurance does not cover you if your car is being used:

- off road;
- to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate;
- as a courier or delivery vehicle or to carry passengers for hire, fare or reward except under a private pooling arrangement;
- for any motor sport or time trial or while being tested in preparation for any motor sport or time trial;
- in connection with the motor trade for experiments, tests, trials or demonstration purposes;
- in an unsafe or un-roadworthy condition unless you can satisfy us that the accident was not caused by the unsafe or un-roadworthy condition of your car;
- to carry a number of passengers or tow a load greater than that for which your car was constructed unless you can satisfy us that the accident was not caused by the carriage of the additional passengers or load in excess of your car's design specifications.



Your insurance does not pay for:

- comprehensive cover to your car if you have exceeded the kilometre cover range shown on your Insurance Certificate;
- any claim involving your car when it is being driven by a driver under the age of 25;
- any claim involving your car while it is being driven on a motor sporting circuit of any kind other than as part of a defensive driver training course;
- any loss of or damage to your car where the car is not within Australia;
- loss of use, reduction in value, depreciation, wear and tear, rust or corrosion;
- mechanical, electrical or computer breakdowns, failures or breakages;
- any claim where the car has been modified from the manufacturer's specifications and/or fitted with non-standard accessories without our written consent;
- any loss of or damage to your car as a result of the lawful seizure of your car;
- any repairs carried out to your car without our consent;
- the cost to repair old damage, faulty workmanship or incomplete repairs that were in existence prior to the incident which resulted in a claim for loss or damage under this policy;
- damage to tyres by braking or by punctures, cuts or bursts;
- any loss of or damage to your car after an accident, theft or breakdown unless you have taken reasonable steps to protect or safeguard it;
- any claim that is below the excess payable by you irrespective of the incident circumstances;
- any claim if untruthful statements are made by you or by a third party in connection with a claim where you knew or should have known them to be untrue;

What We Do Not Cover

- any claim when your car's odometer has been replaced or where it has been manipulated to alter the odometer reading or where your car's odometer is inoperative and you have failed to have it repaired.

Your legal liability cover does not pay for:

- legal costs required to defend either criminal acts or fines for breaches of road traffic statutes;
- damage to property belonging to you or any person who normally resides with you;
- damage to property in the care custody or control of you or any other person covered by this policy;
- any fines or penalties imposed by law or liquidated damages or punitive, aggravated, exemplary damages and/or any damages resulting from the multiplication of compensatory damages;
- your legal liability under any contract, or if you have agreed to or accepted legal liability without our agreement first.

We will not pay any claim for loss, damage or legal liability caused by, arising out of or in any way connected with:

- a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving you or any person who is acting with your express or implied consent;
- loss or damage caused by war, riot, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, civil commotion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents which results from an act of terrorism;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, the combustion of nuclear fuel (including any self proclaimed process of nuclear fission) or nuclear weapons material.



Ensure that you have adequate kilometres remaining

You are responsible for ensuring that the kilometres cover purchased by you is adequate for your car usage during the period of insurance and keeping track of whether the kilometres you have purchased have not been exhausted.

It may help you if you:

- ensure that the windscreen sticker we send you is placed on your car;
- regularly check your odometer reading in line with your kilometre cover range as shown on that sticker.
- contact us when your odometer reading is approaching the end of your kilometre cover range to apply to purchase extra kilometres.

NOTE: Please ensure you always have your current odometer reading handy when you contact us.

Any unused kilometres bought by you from us are either refunded to you (based on the price per kilometre paid by you) if you cancel the policy or don't renew or carried over if you renew. If your policy ends because your car is a total loss and we have paid your claim we will not refund any unused kilometres.

Odometer verification

The odometer reading on your car will have to be verified if you lodge a claim, when you cancel your insurance and if requested by us. To verify this reading we may have to inspect your car or you may have to take your car to our agent. Alternatively, we may require that you provide us with documentation such as your car's service records or registration inspection certificate.



Determining your premium

When you buy your insurance we will advise you of the premium you must pay and note it on your Insurance Certificate. A base cover premium will apply and you must also purchase a minimum of 5,000 kilometres. You then buy the number of kilometres you want in addition to this.

The premium is determined by considering a number of factors some of which are not relevant to your specific circumstances and some of which are. For example, factors such as the type of car you want to insure and its overnight parking location, the agreed value you want, the drivers of your car, including their age, driving and insurance history and the car usage will impact on the amount payable by you. Factors that increase the risk to us increase the premium (e.g. a higher agreed value or poor driving history) and those that reduce the risk (e.g. lower agreed value or better driving history) reduce the premium.

The premium also includes amounts that take into account our obligations to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) for your insurance. We set these out on your Insurance Certificate.

Ensure that your premiums are always paid

You are responsible for ensuring that your premiums are paid and kept up to date or your insurance could be at risk. If any instalment premium payment remains unpaid for more than 14 days, we may refuse to pay a claim.

If you change your banking details you must contact us and tell us the new details. If your financial institution dishonours any payment because of lack of funds in your account, you will be charged any costs that we incur as a result of the dishonoured payment.

Other party interests

You must tell us of any other party that have an ownership or financial interest in your car, as they may need to be covered by this insurance for their interest. No other party is covered for their interest unless we note them as covered.

Use of your car

The premium charged for your insurance takes into consideration the usage of your car as declared by you to us (e.g. private, business etc). You must immediately inform us of any change in your car's usage as this may affect the cover provided by this policy.

There are specific exclusions that relate to the usage of your car and these are detailed in the 'What we do not cover' section of this PDS.

Your car's drivers

Cover for your car has been provided on the basis that all drivers are aged 25 years and over.

There is no cover for your car when it is being driven by a driver who is under 25 years of age however this restriction will not apply to situations where your car is being driven by a repairer or car park attendant or where the car is required to be under the control of a law enforcement or motor authority officer.

Tell us if you modify your car

You must tell us if your car has been modified from the manufacturer's specifications. If you do not provide us with this information you may not be covered in the event of a claim.

When you provide this information to us, we may alter the terms and conditions of your insurance. This may involve the payment of an additional premium or the application of an additional excess. Alternatively, we may cancel your insurance or decide to not offer renewal.



Protect and keep your car in good condition

You must take all reasonable efforts to maintain your car in a good state of repair and condition. You must also take all reasonable precautions in protecting your car from loss or damage. This includes locking your car whenever it is unattended. If you do suffer loss or damage to your car, you must take all reasonable efforts to prevent any further loss or damage to your car.

If you make a claim and you were aware of something that would cause loss or damage to your car and you did not take all reasonable steps to avoid such loss or damage from occurring, we reserve the right to reduce and/or decline to pay your claim.

Tell us if you change your car

If you sell or replace your car you must notify us immediately, so that we may arrange new cover for the replacement car or cancel your policy whichever is applicable. If we arrange new cover on the replacement car we will require updated information from you, including the current odometer reading of the new car and the odometer reading on your previous car.

Goods and Services Tax (GST)

Your policy sum insured and claims payments made are inclusive of GST. If you are registered for GST purposes and are entitled to an input tax credit, we are required to reduce any payment to you by the amount equal to your input tax credit entitlement as declared by you. This will apply to any amount paid to you that includes GST. If you are not registered for GST this will not apply and your claims settlement will be inclusive of GST.

How claims impact your insurance

In the event that your car is a total loss, your insurance will cease as soon as we accept your claim. In this instance you will not be entitled to any premium refund as your policy will have come to an end. If you are paying your premium monthly, we will deduct any outstanding premium(s) from the claim settlement amount. You will need to contact us if you want to apply for new insurance for your replacement car.

Updating our PDS

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).



Making A Claim

We understand that it can be very stressful if you need to make a claim. Our Claims Team will be there to help you and assist you when you most need it. If an event occurs that is likely to result in a claim, the following checklist will help you ensure that you have done everything you can so that your claim can be assessed quickly:

Take the following action:

- secure your car to prevent any further loss or damage;
- if required have your car towed to the nearest place of safety;
- call our Claims Team on 13 PAYD (7293) and report the incident as soon as possible;
- obtain the full name, address and registration number of any other parties involved;
- report the incident or loss to the police where the law requires it to be reported.

You must never, without our consent:

- admit guilt, fault or liability (except to the police);
- offer or negotiate to pay a claim;
- approve any repairs (other than for emergency repairs necessary to minimise or prevent further loss or damage).

We will also require you to:

- make your car available to be inspected by us or an assessor or agent appointed by us;
- help us manage the claim, which may include us inspecting your car or asking you questions, or you providing written statements to us under oath;
- allow us to take possession of damaged property that is the subject of a claim;
- assist us to process your claim by providing any relevant documentation we request;
- provide us with evidence of the ownership, the odometer reading at the time of the incident and value of all property covered under your policy;
- send us any communication you receive relating to the claim (including telling us of pending court proceedings);



- help us as we work to negotiate, defend or settle any claim made under this insurance or to recover against any other party that we deem to be responsible for the damage to your car;
- tell us about any other insurance that you may have that could be relevant to the claim.

Repairs to your car

In the event of a claim, we may require two competitive quotes for the repairs to your car, one of which needs to be from our preferred repairer. At the time of lodging your claim with us, we will promptly assist you in making arrangements for obtaining quotes and having your car assessed in the quickest time possible.

You may nominate a repairer to quote on the car if you wish. However, we reserve the right to determine and authorise the parts, method and cost of repairs to the car, based upon the most competitive and complete quote. We guarantee repairs undertaken by the repairer appointed by us.

During the repair process, we will keep you informed as to the progress of repairs and ensure the timely completion of quality works.

In addition to any applicable excesses you are obliged to pay for the claim, you may be required to contribute towards preexisting damage, wear and tear and or rust on the car. The amount you are required to contribute will be determined and discussed with you prior to authorizing repairs.

Replacement parts

We will use new parts if your car is still within the first 12 months from the car's original registration date. We may use new or reconditioned parts if your car is more than 12 month old from the date of its original registration. If the damaged part(s) to be replaced forms part of a set, we will only pay for the replacement of the damaged part(s).

If any part or accessory necessary for the repair of your car is not available in Australia, we will pay the cost of an equivalent part and/or its value, excluding any additional expediting costs that we deem to be unreasonable.

Your excess

This is the amount you have to pay towards each claim. If your claim is for more than one occurrence the excess applicable to each occurrence will be payable. There are different types of excesses, which may apply to you, or the driver of your car at the time of the claim. All additional excess values will be shown on your Insurance Certificate. Claims involving fire, theft, malicious damage, broken glass or damage sustained while the car is parked, will only be subject to the basic excess.

Basic excess

This excess is the first amount you must pay on each claim.

Inexperienced driver excess

An inexperienced driver excess is payable in addition to your basic excess when your car is driven by a person who is 25 years of age or over, who has not held an Australian driver's licence (not including learner's licences or permits) for more than two years.



Special excess

A special excess may apply to your insurance and it may be based on the driving record, type of car or insurance history of drivers of your car. If we apply a special excess it will be shown on your Insurance Certificate and it will apply in addition to any other excess applicable to your claim.

When do you pay your excess?

At our discretion your excess will be either:

- paid by you to the repairer when you pick up your car after it has been repaired;
- paid by you to us when we request it or;
- deducted from the amount we agree to pay you.

You will not have to pay an excess:

If the damage to your car was caused by another vehicle and we agree that you are not at fault and you are able to provide:

- the responsible car's registration number;
- the owner/driver's name; and
- the owner/driver's address and/or phone number.

If the damage to your car did not involve another vehicle and we agree that you are not at fault and you are able to provide:

- the name of the responsible party; and
- their home or business address and/or their phone number.

If you have taken out the optional cover for 'Excess free windscreen' and your claim involves breakage of your front windscreen only.

Renewing your insurance

We will advise you at least 14 days before the end of your period of insurance whether we intend to renew your insurance or not, and if so on what terms.

Cancelling your insurance

You can cancel your insurance at any time by calling us. We will explain the cancellation process to you and the odometer verification that is required to enable a refund of the unexpired kilometres proportion of your premium. We will refund any premium you have paid (less any government levies, taxes or duties that we cannot recover) and an amount that covers the period for which you were insured and the kilometres travelled.

We can cancel your insurance where permitted under the Insurance Contracts Act 1984 (Cth), For example, if you do not comply with the insurance terms and conditions, fail to pay your premium, make a fraudulent claim or if you do not comply with your Duty of Disclosure and or misrepresented information when you entered into or renewed this insurance contract. If we cancel your insurance we will send you a cancellation letter.

How we protect your privacy

We value your privacy. Our Privacy Policy, available at payasyoudrive.com.au or by calling us, sets out how we protect your personal information. We collect, store and use your personal information to provide you with and inform you about insurance and insurance related services. To do this we may communicate your personal information to our service providers, such as motor assessors, that assist us in managing your cover and our relationship with you. This will always be done as permitted by the relevant privacy legislation.

If you wish to stop receiving information about new insurance and insurance related services you can call us or email us at privacy@payd.com.au. You also have a right to access and correct your personal information held by us. If you would like to do this please call us.



How we resolve your complaints

We welcome every opportunity to resolve any concerns you may have with our products or service. In the first instance contact our Customer Care Centre on 13 PAYD (7293). If you are not satisfied with their response and your concern is still not resolved, you have the option to contact our Internal Dispute Resolution Committee at: Pay As You Drive, PO Box R1785, Royal Exchange, NSW 1225. Your concern will be investigated by an officer with full authority to deal with the complaint and we will inform you of the outcome within fifteen working days of receiving your letter.

If your concern remains unresolved we will assist you in directing your concern to an external review scheme, to which we belong such as the Financial Ombudsman Service (FOS).

Contacting us

If you need to contact us for any reason about your insurance or to obtain confirmation of any insurance transaction, please call us on 13 PAYD (7293) from 8am to 7pm weekdays or 9am to 5pm (EST) on Saturdays.



PAY AS YOU DRIVE™

Contact us

Pay As You Drive™

Locked Bag 9042

Castle Hill NSW 1765

13 72 93

customercare@payd.com.au

payasyoudrive.com.au



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