

**Motor Vehicle Insurance**  
**Combined Product Disclosure Statement,  
Policy Wording and Financial Services Guide**

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**Cover for Vehicles under a  
Finance Agreement with Medfin Australia Pty Ltd**

**Underwritten by:**  
Chartis Australia Insurance Limited  
ABN 93 004 727 753

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## **IMPORTANT CUSTOMER INFORMATION**

### **Our Product Disclosure Statement**

This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act (2001) and contains information designed to help You decide whether to buy the insurance cover and to enable You to compare this product with other insurance. This document also contains important information about Your rights and obligations including Cooling Off. The terms and conditions of Your insurance cover are contained in the Policy Wording.

### **Who is the Insurer?**

The insurer of this policy is Chartis Australia Insurance Limited of Level 19, 2 Park St, Sydney NSW 2000, ABN 93 004 727 753, Australian Financial Services Licence Number 230903.

Protecsure Pty Ltd ABN 26 094 997 163 Australian Financial Services Licence Number 238815 can issue, vary, renew, and cancel cover under this Policy under a binder given to it by Chartis who is the insurer. A binder allows Protecsure Pty Ltd to enter into contracts that are risk insurance products on behalf of the insurer as insurer. This means that the insurance product issued by Protecsure Pty. Ltd. is binding on the insurer just as if it had issued the product itself.

### **About Our Product**

This document contains important information to help You:

- decide whether this product meets Your requirements, and
- compare this product with others You may be considering

Before You decide whether to purchase this product, You should read this document carefully to understand its features, benefits, terms and conditions. You should read:

- the Important Customer Information part - it contains information on important matters You need to be aware of before applying for this product,
- the copy of the policy wording which details the terms and conditions of this product,
- any other documents We provide to You about this product which may change the standard cover.

Preparation date: 28 March 2011

### **About the Policy**

The Lessor has entered into a Policy with Chartis as the insurer.

Under the Policy, You and the Lessor (Definitions in the Policy), have automatic access to the insurance cover detailed in this document (subject to the relevant terms, conditions, limitations and exclusions specified).

You are not a contracting insured. You are entitled to the benefits of the relevant insurance cover under a statutory right provided by section 48 of the Insurance Contracts Act (1984). The Lessor is the insured under this Policy and is not the insurer. It also does not act on behalf of Chartis and does not guarantee or hold the section 48 rights on trust for You because this is a statutory right You have.

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## IMPORTANT CUSTOMER INFORMATION (continued)

### Accessing Cover

To obtain access to the insurance cover, You must pay the Lessor the amount it tells You is the cost of the insurance cover (the Premium). The monthly Premium will be communicated in writing shortly after Your Finance Agreement commences. The cost may vary according to many factors including, but not limited to, the type of vehicle to be covered, its location and Your age. The Premium will be invoiced monthly by the Lessor unless a Total Loss occurs in which case the entire Premium for the Annual Period in which the Loss occurred is payable by You..

### When does Your and the Lessor's access to cover start and finish?

Your and the Lessor's access to the insurance cover is provided during the Period of Insurance as defined in the policy "Definitions" on page 11.

### Summary of Cover

The Policy cover provided is summarised as follows:

- **Section 1 - Vehicle Cover.** This provides You and the Lessor with cover for certain loss or damage to Your Vehicle occurring within Australia during the Period of Insurance up to the amount We have agreed upon.
- **Section 2 - Third Party Liability Cover.** This provides You and the Lessor (and certain other persons) with cover for legal liability for loss or damage to someone else's property as a result of an accident arising out of the use of Your Vehicle within Australia during the Period of Insurance up to the limit of liability.
- **Additional Benefits** apply for each cover (see each of these Cover Sections for details).

Additional Benefits included under Section 1 are:

- Completion of journey costs up to \$2,000 (see page 12)
- Hiring costs of a replacement vehicle up to \$60 per day for up to 14 days in the event of an accident or up to 28 days in the event of theft (see page 12)
- Keys and locks up to a maximum of \$1,000 (see page 12)
- If We consider Your vehicle is uneconomical to repair We will pay an additional amount not exceeding 20% of Your vehicle's market value if the Market Value is less than the amount owed by You under a valid Finance Agreement (see page 12)
- New replacement vehicle in the event of Your vehicle being deemed a Total Loss within 12 months of its first registration as a new vehicle (see page 12)
- Personal Property up to \$100 per item or \$600 any one loss (see page 12)
- Removal or Retrieval Costs up to a maximum of \$25,000 per event (see page 12)
- Removal of Debris up to \$25,000 (see page 12)

Additional Benefits included under Section 2 are:

- Defence costs up to \$5,000 any one accident (see page 15)
- Damage to property caused by goods falling from Your vehicle (see page 15)
- Legal costs incurred with Our written consent (see page 15)
- Supplementary bodily injury cover other than Compulsory Third Party (see page 15)
- Damage occasioned whilst Your vehicle is towing a disabled vehicle provided such disabled vehicle is not being towed for financial gain (see page 15)
- Damage to property arising out of the use of any trailer or caravan attached to Your Vehicle (see page 15)

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## IMPORTANT CUSTOMER INFORMATION (continued)

General Extensions include:

- Breach or non compliance with any exclusion or condition by You or any person driving Your Vehicle with Your consent does not prejudice the right of the Lessor to claim indemnity under the Policy (see pages 16 - 21)
- Cover provided is extended to include any entity or person who has an insurable interest in Your Vehicle (see pages 16 - 21)
- Payment of General Average and Salvage Charges incurred whilst Your vehicle is being transported by sea between places in Australia (see pages 16 - 21)

We only provide cover up to the amount(s) and limits specified in the Policy Wording and subject to its other terms, conditions and exclusions. All amounts insured exclude GST.

Refer to each Cover Section for details of the basis on which We settle any valid claim.

You need to make sure that You are happy with the extent of insurance cover provided by this product. If not, You may not receive the insurance cover You require.

The above covers are only payable where the event giving rise to the loss or damage or liability arises during the Period of Insurance (See the "Definitions" section of the Policy Wording for details).

### Excess

An Excess is the part of a claim You must contribute and is payable for each and every claim covered by the Policy. The Basic Policy Excess is shown in the Confirmation of Insurance Letter We send to you on the commencement of the insurance cover and You may have to pay additional Excesses. Circumstances where You may have to pay additional excesses include:

- If Your vehicle is being driven by a driver under the age of 25
- If You have incurred previous at fault claims under this policy

In some cases, We will waive the requirement for You to pay an Excess (refer "General Conditions 4" in the Policy Wording for details).

### Understanding Your insurance cover

To properly understand the policy's significant features, benefits and risks You need to carefully read:

- About each of the available types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see the "Definitions" section found on page 11:
- "General Conditions" found on pages 18 - 21, "Section 1 - Specific Exclusions" found on page 12, "Section 2 – Specific Exclusions" section found on page 15 and "General Exclusions" found on pages 16 - 18. These set out certain obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim; and
- Pages 8 - 10 contain details regarding important information on Your duty of disclosure, Our Privacy Policy and Our dispute resolution process.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

When You apply for the insurance cover by completing Our proposal, Protecure Pty Ltd on Our behalf agree with You on things such as:

- The period of insurance
- Your Premium
- What property You want to cover
- the excess(es) that will apply to You or others and whether any standard terms need to be varied (this may be by way of an endorsement).

These details are recorded in the Confirmation of Insurance Letter issued to You on commencement of the insurance cover.

The base premium charged varies according to Your risk profile (e.g. where You live, the type of vehicle being insured, amount of cover required, whether the vehicle has been modified and relevant claims history etc). You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) plus any additional charges Protecure Pty Ltd tell You of. The total amounts due will be itemised in the Confirmation of Insurance Letter sent to You on the commencement of cover. Note that if Your Premium and any other charges are not paid this may result in Our refusal to pay a claim.

This policy document sets out the cover We are able to provide You. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear part of any loss You are not covered for Yourself. You should also read the "Section 1 – Coverage For Your Vehicle" to understand how GST is applied to a claim. If You have any queries, want further information about the Policy, your insurance cover or want to confirm a transaction, please use the contact details on the front cover.

If You wish to cancel Your cover under the Policy, you may do so by notifying the Lessor in writing. Your cover under the Policy will cease from the earlier of:

- (a) The date of written advice from You; or
- (b) The date of commencement of an alternative motor insurance policy for the vehicle, however backdated notification under this option (b) is limited to a date 30 days prior to the date of written advice from You.

In the event of a Loss occurring, either within or after the Notice Period in circumstances where You have chosen to purchase insurance cover under this Policy, the Premium payable for the remainder of the Period of Insurance will continue to be charged on a monthly basis.

In the event of a Total Loss occurring during the Period of Insurance and after the Notice Period, the entire Premium payable for the Annual Period within which the Total Loss occurred is payable by You. Refer to Claims Procedures (pp. 18-21) and Cancellation (pp. 18-21) for further information.

In the event of a Loss occurring within the Notice Period in circumstances where You have chosen not to purchase insurance cover under this Policy, any claim arising out of the Loss will be paid with no further Premium payable by You.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### **Exclusions/Conditions/Cancellation**

We may also refuse to pay or We may reduce the amount We pay under a claim in certain circumstances. In particular:

- where an exclusion applies;
- if You or the Lessor do not comply with the terms and conditions of the Policy;
- if You or the Lessor do not comply with Your or the Lessor's duty of disclosure or if You or the Lessor make a misrepresentation;
- if You or the Lessor make a fraudulent claim; or
- at Our option in the event of five or more at fault Losses during the Period of Insurance.

We also may cancel the Policy or Your insurance cover under the policy in certain circumstances permitted by law.

Some examples of what You may not be covered for include:

- Loss if reasonable steps to protect or safeguard Your vehicle have not been undertaken;
- Any consequential loss or financial expenses incurred as a result of You not being able to use Your Vehicle;
- Depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure;
- Loss from theft or conversion by a prospective purchaser;
- Loss arising from failure of, or defect or fault in, the design or specification of the vehicle;
- Loss arising from a driver impaired by any drug or intoxicating liquor;
- Loss arising if You consent to Your vehicle being driven by a person who is not licensed to drive;

To make sure You are aware of all exclusions please carefully read the Specific Exclusions applicable to Section 1 on page 14, the Specific Exclusions applicable to section 2 on page 16 and the General Exclusions applicable to all sections on pages 16 -18.

### **The Duty of Disclosure**

#### ***What You Must Tell Us***

When answering Our questions, You and the Lessor must be honest and You and the Lessor have a duty under law to tell Us anything known to You or the Lessor, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to provide You and anyone else with insurance cover under the policy, and on what terms.

#### ***Who Needs to Tell Us***

It is important that You and the Lessor understand You and the Lessor are answering Our questions in this way for You and the Lessor and anyone else whom You or the Lessor want to be covered by this Policy.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### ***If You Do Not Tell Us***

If You or the Lessor do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel the Policy. If You or the Lessor answer Our questions fraudulently, We may refuse to pay a claim and treat the your cover under the policy as never having existed.

### ***Cooling Off Period***

If You are not completely satisfied with the Policy You may cancel Your insurance cover by notifying the Lessor in writing within 21 days of cover having commenced. You will receive a refund of any amounts You have paid unless a Loss has occurred for which a claim is or may become payable under the Policy, in which case no refund is payable.

### ***The Code of Practice***

Chartis is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

### ***Complaints Procedure***

We are committed to handling any complaints about Our products or services efficiently and fairly. If You or the Lessor have a complaint:

1. Contact Protecsure and raise it with them.
2. If Your or the Lessor's complaint is not satisfactorily resolved You or the Lessor may request that the matter be reviewed by Chartis management by writing to:

The Compliance Manager  
Chartis  
Level 19, 2 Park St  
Sydney NSW 2000

3. If You or the Lessor are still unhappy, You or the Lessor may request that the matter be reviewed by Our Internal Dispute Resolution Committee ("Committee"). We will respond to You and the Lessor with the Committee's findings within 15 working days.
4. If You or the Lessor are not satisfied with the finding of the Committee, You or the Lessor may be able to take the matter to an independent dispute resolution body, Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which Chartis is obliged to comply.

Contact details are:  
Financial Ombudsman Service  
GPO Box 3,  
Melbourne, VIC 8007

Phone: 1300 780 808 (local call fee applies)  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Internet: <http://www.fos.org.au>

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### ***How to Make a Claim***

In the event of an incident occurring which requires You or the Lessor to make a claim against the Policy, contact Chartis Claims accident assist on 1800 614 092 during Monday to Friday between 9:00 a.m. and 5:00 p.m (EST). or contact the Lessor. Please refer to the claims procedures contained in the General Condition section of the policy.

### ***Privacy Consent and Disclosure***

Chartis has adopted the National Privacy Principles that apply to any personal information collected by Chartis.

### ***Purpose of Collection***

Chartis collects information necessary to underwrite and administer Your and the Lessor's insurance cover, to maintain and to improve customer service and to advise You of Our products. You and the Lessor have a duty under the Insurance Contracts Act to disclose certain information.

Failure to comply with Your or the Lessor's duty of disclosure or to provide certain information may result in Chartis either declining cover, cancelling Your insurance cover or reducing the level of cover. In the course of administering the Policy We may disclose Your information to:

- i. another member of the Chartis group of companies either in Australia or overseas.
- ii. contractors or third party providers providing services related to the administration of the Policy and/or your insurance cover.
- iii. banks and financial institutions for the purpose of processing Your application and obtaining Premium payments.
- iv. assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim.
- v. our assistance provider who will record all calls to the assistance service provided under the Policy for quality assurance training and verification purposes.
- vi. enable Us to advise You of Our insurance products or services.

We will only disclose Your personal information to these parties for the primary purpose for which it was collected. In some circumstances Chartis is entitled to disclose Your personal information to third parties without Your authorisation such as law enforcement agencies or government authorities.

### ***Access to Your Information***

You may gain access to Your personal information by submitting a written request to Chartis

In some circumstances, Chartis may not permit access to Your personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

Chartis has also established an internal dispute resolution process for handling customer complaints and an access and correction procedure. Both procedures are generally free of charge however We reserve the right to charge for access requests in limited circumstances.

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**IMPORTANT CUSTOMER INFORMATION (continued)**

If You or the Lessor feel You have a complaint about Chartis' Privacy Policy, require assistance in lodging a privacy complaint or You wish to gain access to information, You or the Lessor may write to The Privacy Manager, Chartis Level 19, 2 Park St, Sydney, or e-mail [australia.privacy.manager@chartisinsurance.com](mailto:australia.privacy.manager@chartisinsurance.com). Your or the Lessor's complaint will be reviewed and You or the Lessor will be provided with a written response. If it cannot be resolved, Your or the Lessor's complaint will be referred to Chartis' Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

Should Your or the Lessor's complaint not be resolved by Chartis' internal dispute resolution process, You or the Lessor may apply to the Privacy Commissioner for review of the determination.

***Consent Acknowledgment***

By providing Your personal information to enable completion of the application of insurance (including any associated form) and paying the premium, You consent to the use of Your personal information stated in the privacy statement above.

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## POLICY WORDING

### Definitions

In the Policy some words have a special meaning (whether expressed in the singular or plural):

**“Act of Terrorism”** means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

**“Annual Period”** the 12 month period commencing on the start date or the most recent anniversary date of Your Finance Agreement (as applicable).

**"Excess"** means the Basic Policy Excess specified in the Confirmation of Insurance letter sent to You on the commencement of cover, and any additional excess(es) specified elsewhere in the Policy, which You must contribute to each and every Loss (as applicable). The Excess applies to each of Your Vehicles and each Loss on Your Vehicle.

**"GST"** means Goods and Services Tax.

**"Gross Vehicle Mass"** means the maximum weight a vehicle can carry including its own weight according to manufacturer's specification.

**“Finance Agreement”** means a lease, hire purchase, or chattel mortgage agreement entered into between You and the Lessor.

**“Lessor”** means Medfin Australia Pty Ltd which has entered into this Policy with Us and issued You with a Finance Agreement in respect of Your Vehicle.

**"Loss"** means sudden physical loss, damage or destruction to or by Your Vehicle caused by an unexpected event.

**“Market Value”** means Our assessment of the value of Your Vehicle immediately prior to Loss.

**“Notice Period”** the period from the date Your Finance Agreement starts to 4pm on the date 14 days after the date of the Insurance Charge Advice Letter from the Lessor (inclusive).

**“Original Finance Agreement”** means the original period for which a Finance Agreement was entered into. We reserve the right to review continuing or extending cover under this Policy beyond the original period of the Finance Agreement.

**“Policy”** means the Policy entered into between the Lessor and Us.

**"Period of Insurance"** means the date Your Finance Agreement starts, until:

- a) the expiry of the 14 day Notice Period, if you choose not to purchase insurance cover under the Policy;
- b) 4pm on the date Your insurance cover under the Policy is cancelled in accordance with the cancellation clause as per page 18 in the Policy Wording. (The Policy or Your insurance cover will not be cancelled without You being provided with at least 30 days prior written notice from the Lessor);

- c) 4pm on the date Your Finance Agreement agreement ends or You cancel Your insurance cover under the Policy by providing written notice to the Lessor; or
- d) 4pm on the date of cessation of Your insurance cover under the Policy as a result of a Total Loss.

whichever is the earlier.

**“Premium”** means the amount(s) payable by You for insurance cover under this Policy.

**“Vehicle(s)”** means motor vehicle(s) that are financed through the Lessor where insurance has been selected and the Premium is paid (where applicable). Your Vehicle includes manufacturer’s standard tools and accessories.

**“We” “Us” “Our”** means Chartis Australia Insurance Limited ABN 93 004 727 753 AFSL 230903 trading in Australia as Chartis .

**“You” “Your”** means customers of the Lessor who have access to insurance cover under the Policy issued by Us.

**“Total Loss”** means where We decide to pay You the Market Value for Your Vehicle. This is usually when the cost of repairs to Your Vehicle is more than the Market Value (less any amount We can obtain for the Vehicle’s salvage).

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## **The Agreement**

Subject to payment of the Premium We will indemnify You and the Lessor against Loss, or liability as described in the Policy occurring within Australia, during the Period of Insurance in respect of that Vehicle.

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## **Section 1**

### **Cover For Your Vehicle**

We will indemnify You and the Lessor for Loss by paying, at Our option:

- (a) to repair, reinstate or replace Your Vehicle, or
- (b) an amount equal to Your Vehicle's Market Value.

The amount insured by the Policy, and any claim settlements, excludes GST. However, if there is a shortfall between the GST component of Your claim and the amount of Input Credit to which You are entitled, We will pay this shortfall in addition to the claim settlement.

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## **Additional Benefits**

Applicable to Section 1

Where there is Loss We will also pay:

### **1. Completion of Journey Costs**

If Loss occurs more than 100 kilometres from where Your Vehicle is normally garaged, We will pay the reasonable costs incurred to:

- (a) hire another vehicle of similar make and model to complete the journey or to return Your driver to where the journey first commenced; and

- (b) return Your Vehicle to the premises where it is normally garaged or the nearest repair facility; and
- (c) obtain overnight accommodation if the journey cannot be completed in the same day as Loss occurs.

We will not pay more than \$500 under this Additional Benefit in respect of any one Loss nor more than \$2,000 in the aggregate for all such Losses during any one calendar year.

## **2. Hiring Costs**

We will pay the cost of hiring a replacement vehicle of similar type following:

- (a) Accident for a period of not more than 14 days, or until such time as Your Vehicle repair is completed, whichever occurs first, and up to \$60 per day, subject to a 3 day excess.
- (b) Theft, for a period of not more than 28 days, or until such time as Your Vehicle is recovered and returned to You in a roadworthy condition or replaced, whichever occurs first, and up to a limit of \$60 per day.

## **3. Keys and Locks**

If the keys to Your Vehicle are lost or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated, We will pay the cost of replacing Your Vehicle keys and/or locks up to a maximum of \$1,000 during any one calendar year.

## **4. Finance Agreement Payout**

If Your Vehicle is damaged beyond an amount We consider economical to repair and the Market Value is less than the amount owing by You under a valid Finance Agreement, We will pay an additional amount not exceeding 20% of Your Vehicle's market value but less any:

- (a) payments and interest in arrears at the time of Loss
- (b) discount in respect of finance charges and/or interest for the unexpired term of such an agreement.

## **5. New Replacement Vehicle**

We will pay to replace Your Vehicle with a new vehicle of similar make and model (subject to local availability) but only in the event of Your Vehicle being:

- (a) a private passenger vehicle or goods carrying vehicle with Gross Vehicle Mass less than 3.2 tonnes, and
- (b) deemed a Total Loss within 12 months of its first registration as a new vehicle.

However, We will not pay registration costs for the new vehicle.

## **6. Personal Property**

We will pay for theft of personal effects from Your Vehicle or accidental damage to such effects if the Vehicle itself is damaged. This benefit is limited to effects belonging to You or a member of Your family and to a maximum of \$100 any one item pair or set or \$600 in total in respect of any one Loss.

## **7. Removal or Retrieval Costs**

We will pay for the necessary cost of removal or retrieval of Your Vehicle (excluding debris or load) to the nearest repairer or place of safety and to any other location approved by Us up to a maximum of \$25,000 per event.

## **8. Removal of Debris**

We will pay for costs and charges that are necessarily incurred to clean up or remove debris resulting from goods falling or leaking from Your Vehicle. We will not pay more than \$25,000 under this Additional Benefit in respect of all claims arising from one accident.

## **9. Signwriting**

We will pay for the replacement cost of signwriting or fixed advertising signs or materials forming a permanent part of Your Vehicle at the time of Loss.

## **10. Tyre Replacement**

We will pay for any tyre damaged and unable to be used again as a direct result of Loss, provided that the condition of the damaged tyre's remaining tread conformed to all legal requirements at the time of Loss, and was not recapped or retreaded.

We will pay for the cost of replacing the damaged tyre with a new tyre of similar make and specification.

## **11. Windscreen**

In respect of breakage of windscreen and consequent scratching to bodywork We will pay without applying any Excess or prejudicing Your premium rating. This Additional Benefit applies only in the event of Your Vehicle being a private passenger vehicle or goods carrying vehicle less than 3.2 tonnes Gross Vehicle Mass.

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## **Specific Exclusions**

Applicable to Section 1

We will not pay for:

1. Damage to the tyres of Your Vehicle caused by the application of brakes or by road punctures, cuts or bursts.
2. Loss if reasonable steps to protect or safeguard Your Vehicle have not been taken.
3. Any consequential loss or financial expenses (other than as provided under Additional Benefit 6.) incurred as a result of You not being able to use Your Vehicle.
4. Depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure.
5. Loss arising from theft or conversion by a prospective purchaser.
6. Loss arising from failure of, or defect or fault in, the design or specification of Your Vehicle.

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## **Section 2**

### **Liabilities To Third Parties**

In respect of legal liability as the result of an accident caused by, or in connection with, Your Vehicle resulting in damage to property and/or loss of use of property belonging to someone other than You, We will indemnify:

- (a) You, or
- (b) any other person driving, using or in charge of Your Vehicle with Your consent, or
- (c) any authorised passenger getting in, on or out of Your Vehicle, or
- (d) Your employer or principal if Your Vehicle is being driven on their behalf with Your consent.

We will not pay more than \$20,000,000 in respect of all claims (including the cover provided by Additional Benefits 1. to 6.) arising from one accident or series of accidents resulting from a single original cause.

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### **Additional Benefits**

Applicable to Section 2

Where there is liability under this Section We will also pay:

#### **1. Defence Cost**

The reasonable costs of legal representation if You or the authorised driver is charged with careless driving causing death. We will not pay more than \$5,000 under this Additional Benefit in respect of any one accident.

#### **2. Goods Carried, Loaded and Unloaded**

For damage to property caused by goods falling from Your Vehicle, including while being loaded or unloaded.

#### **3. Legal Costs**

All legal costs and expenses incurred with Our written consent.

#### **4. Supplementary Bodily Injury (other than "Compulsory Third Party")**

The amount which You may be held legally liable to pay as compensation in respect of death or bodily injury arising out of the use of Your Vehicle with Your consent, provided that Your Vehicle is registered for use on a public road when such liability is incurred.

#### **5. Towing Disabled Vehicles**

For damage occasioned whilst Your Vehicle is towing any disabled vehicle provided such disabled vehicle is not being towed for reward or financial gain.

## **6. Trailers/Caravans**

For damage to property caused by or arising out of the use of any trailer/caravan attached to Your Vehicle.

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### **Specific Exclusions**

Applicable to Section 2

We will not pay for:

1. any claim caused by or in connection with Your Vehicle, or any plant or equipment attached to Your Vehicle, whilst being operated as a tool of trade, other than for driving on a public road.
  2. claims caused by discharge, dispersal, release or escape of any trade waste material.
  3. damage to property belonging to or held in trust or in the custody or control of You or any entity or person entitled to indemnity under this Section.
  4. any fines, penalties, or aggravated, exemplary or punitive damages.
  5. claims in respect of death or bodily injury if You or any person using Your Vehicle with Your consent:
    - (a) is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme, or
    - (b) would have been entitled but for a failure to insure or register Your Vehicle or lodge a claim or comply with a term or condition in accordance with the requirements of any such scheme.
  6. any claim resulting from death or bodily injury to any:
    - (a) person driving and/or in charge of Your Vehicle
    - (b) of Your employees
    - (c) member of Your family
  7. death or bodily injury if Your Vehicle is registered in the Northern Territory of Australia.
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### **General Exclusions**

Applicable to all Sections

#### **1. Breach**

Breach, or non-compliance with any exclusion or condition by You or any person driving Your Vehicle with Your consent does not prejudice the right of the Lessor to claim indemnity under Section 1 or Section 2 of the Policy. Where the Lessor exercises such rights We retain Our right to recover from You any amounts paid in settling such losses with the Lessor.

#### **2. Other Interested Parties**

The cover provided under Section 1 and Section 2 - Cover for Your Vehicle and Liability to Third Parties extends to include any entity or person who has a financial and insurable interest in Your Vehicle.

### **3. Sea Transportation**

We will pay General Average and Salvage Charges which are incurred whilst Your Vehicle is being transported by sea between places in Australia, unless precluded under law.

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### **General Exclusions**

Applicable to all Sections

We will not pay for loss or liability:

1. if Your Vehicle is driven by You or by any person with Your consent who is not licensed to drive Your Vehicle under any relevant law.
2. if Your Vehicle is driven by the nominated or the authorised driver:
  - (a) whose faculties are impaired by any drug or intoxicating liquor, or
  - (b) who is convicted of driving, at the time of Loss, under the influence of any drug or intoxicating liquid, or
  - (c) with a percentage of alcohol or drugs in their breath, blood or urine in excess of the percentage permitted by law, or
  - (d) who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by law.

However, in the case of drivers over 25 years of age at the time of the Loss We will pay if You can prove that You did not know or could not reasonably have known that the nominated or the authorized driver of Your Vehicle was under the influence of drugs and/or alcohol or had blood level higher than the level allowed by law of the State or Territory where the Loss, damage or liability occurred.

3. if Your Vehicle is used to carry a greater number of passengers, or to convey or to tow a load in excess of that for which Your Vehicle was constructed. We will pay if the Loss or liability was not caused or contributed to by such greater number of passengers or load.
4. if Your Vehicle is used in an unsafe or unroadworthy condition and such condition caused or contributed to the Loss or liability. We will pay if You could not have reasonably detected the unsafe or unroadworthy condition.
5. if Your Vehicle is used:
  - (a) for any illegal purpose with Your knowledge or consent
  - (b) in connection with the motor trade for experiments, test, trials, demonstration or breakdown purposes
  - (c) for carrying passengers for hire or reward other than under a private pooling arrangement.
  - (d) for, or being tested in preparation for, any race, rally, trial, speed trial, test, contest, motor sport, or any driver training course conducted without Our written consent.
6. occasioned by lawful seizure or other operation of law.
7. of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any contributing cause or event:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - (b) any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism; or
  - (c) radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.
8. if Your Vehicle is being used or attached to or towing a vehicle being used for the commercial transportation of dangerous goods as defined in the Australian Code for the Transport of Dangerous Goods by Road or Rail. However, if transportation complies with such Code, then the maximum We will pay in respect of all claims arising out of one accident is \$250,000.
9. occurring whilst Your Vehicle is:
- (a) on rails other than as cargo
  - (b) in an underground mine, mining shaft, or tunnels which are not public roads.
10. intentionally caused by You or any person acting with Your consent.
11. for any GST, or any fine, penalty or charge for which You are liable arising out of Your misrepresentation of, or failure to disclose, Your actual Input Tax Credit entitlement in the settlement of any claim or Premium relating to the Policy.

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## **General Conditions**

Applicable to all Sections

### **1. Claims Procedures**

- (a) In the event of an accident which may become the subject of a claim under the Policy You must immediately forward to the Claims Manager: Locked Bag 912, North Sydney NSW 2059 or fax number +61 02 9464 7400:
  - (i) full details in writing
  - (ii) any communication or court documents received.
- (b) You can select the licensed repairer of Your choice, but before repairs are authorised:
  - (i) You must obtain Our written agreement
  - (ii) You must make Your Vehicle available for inspection.

We reserve the right to invite, accept, adjust or decline estimates or to arrange (at Our expense) for the removal of Your Vehicle to other repairers for quotation purposes.

- (c) In respect of each claim or potential claim, You must:
  - (i) not make any admission of guilt or offer of payment without Our written consent
  - (ii) allow Us to have the sole conduct of all negotiations and proceedings
  - (iii) give Us all reasonable assistance and co-operation in all aspects including recovery from the responsible person
  - (iv) notify Us of any other insurance that also provided cover, whether in whole or in part

- (v) notify the Police as soon as possible in respect of theft of or malicious damage to Your Vehicle.
- (d) In the event of a Loss occurring within the 14 day Notice Period in circumstances where You have chosen not to purchase insurance cover under this Policy, any claim arising out of the Loss will be paid with no further Premium payable by You.

## **2. Total Loss Procedures**

- (a) In the event of a Total Loss occurring during the Period of Insurance and after the Notice Period, the entire Premium payable for the Annual Period within which the Loss is payable by You. Refer to Claims Procedures (p17) and Cancellation (p18) for further information.
- (b) If Your Vehicle is assessed by Us to be a Total Loss;
  - (i) We will pay You the Market Value of Your Vehicle less any:
    - unpaid Premium;
    - unpaid Excess;
    - unused portion of registration and Compulsory Third Party (CTP) Insurance; and
    - any Input Tax Credit entitlement.
  - (ii) Your Vehicle becomes our property; and
  - (iii) Your cover under the Policy ceases once all Our and Your obligations under the Policy are satisfied.

## **3. Cancellation**

- (a) You may cancel Your insurance cover under the Policy at any time by giving written notice to the Lessor.
- (b) We may cancel the Policy, or Your insurance cover under the Policy in accordance with the provisions of the Insurance Contracts Act 1984. However, the Policy or Your insurance cover under the Policy will not be cancelled without You being provided with at least 30 days prior written notice from the Lessor.
- (c) We may also cancel the cover for an individual Vehicle or driver at Our option in the event of five or more at fault Losses during the period of Your Original Finance Agreement.
- (d) Cover is automatically terminated when Your Finance Agreement with the Lessor ends.
- (e) However, nothing affects Your right to claim in relation to a Loss which occurred prior to the expiry of the Period of Insurance.
- (f) If You wish to cancel Your insurance cover under the Policy, Your insurance cover will cease from:
  - (i) The date of your written advice; or
  - (ii) The date of commencement of an alternative motor insurance policy for the vehicle, however backdated notification under this option (b) is limited to a date 30 days prior to the date of written advice from You
- (g) If You cancel Your insurance cover under the Policy, in the event a Loss has occurred during the Period of Insurance the entire Premium for the Annual Period in which the Loss occurred will become immediately payable by You.

- (h) In the event of a Total Loss and once all Our and Your Obligations as outlined within the Policy have been satisfied, then the Policy ceases.

**4. Interpretation**

- (a) Any word or expression which is given a specific meaning in the Policy will have that meaning where ever it may appear provided that it commences with a capital letter.
- (b) words in the singular include reference to the plural and vice versa
- (c) headings have been included for ease of reference and the terms and conditions of the Policy are not to be construed or interpreted by reference to such headings.

**5. Excess(es)**

You will have to contribute the Basic Policy Excess as stated in the Confirmation of Insurance letter sent to You on the commencement of cover and one or both of the following additional amounts:

**(A) Driver Excess:**

If at the time of the accident the person driving Your Vehicle is a:

- Young driver (aged less than 25 years of age) - additional excess payable \$ 500
- Youth driver (aged less than 21 years of age) – additional excess payable \$1,000

**(B) Basic Policy Excess Increases**

If you have more than one (1) at-fault claim during the Period of Insurance, We reserve the right to increase the Basic Policy Excess by the following amounts:

<b>Number of at-fault claims</b>	<b>Basic Policy excess increased by</b>
2	50%
3	100%
4	150%

If You have five (5) or more at-fault claims during the Period of Insurance the Basic Policy Excess may be further increased at Our discretion. We may also choose to cancel Your insurance cover under the policy or impose other conditions on Your insurance cover.

However, You will not have to contribute the Excess if, in Our opinion, the Loss was not Your fault and You can provide Us with the name, current address and vehicle registration number of the person responsible for the Loss.

**6. Transfer of Interest**

No interest in the Policy can be transferred without Our written consent.

## **7. Diligence**

You will take all reasonable steps to protect Your Vehicle and will comply with all legal requirements regarding the safety, maintenance and operation of Your Vehicle.

## **FINANCIAL SERVICES GUIDE**

Issued 23 March 2011

This Financial Services Guide (FSG) is issued by Protecsure Pty Ltd.

### **PURPOSE OF FINANCIAL SERVICES GUIDE (FSG)**

This FSG is designed to help you decide whether to use the financial services offered by Protecsure and American Home Assurance Company trading in Australia as Chartis.. It explains the products and services We can offer you, how We and others are remunerated for the services offered to you, and our complaint handling procedures.

### **SERVICES OFFERED**

We can provide you with factual information and general advice and arrange an insurance policy which will provide cover for your vehicle. Alternatively you can obtain insurance from an insurance company of your own choice.

When providing information and general advice about the insurance, We do not take into account your personal circumstances, needs or objectives. You should consider the advice in light of your personal circumstances and/or seek independent professional advice from a qualified advisor.

### **HOW WE ARE PAID**

Protecsure charges fees or receives commissions in respect of its various insurance products to cover its costs of product development, arranging the insurance, administration and managing claims. Please call Protecsure if you would like to know the remuneration applying to the insurance you have selected. Medfin Finance may add up to 15% to the insurance premium to cover its costs of premium funding, marketing and administration.

### **IMPORTANT RELATIONSHIPS**

Protecsure has a binding authority from the insurer, Chartis to provide motor vehicle insurance. Under the binding authority Chartis has appointed Protecsure on terms that an insured who deals with Protecsure in relation to this insurance, including claims, will have the same legal protection as if the insured had dealt directly with Chartis. Any motor vehicle insurance arranged for you will be provided under a policy issued by Chartis.

Protecsure Pty Ltd ABN 26 094 997 163 AFSL No 238815  
Level 2, 171 Clarence Street, Sydney NSW 2000  
Ph (02) 8270 6400 / Fax (02) 9262 5004

Medfin Australia Pty Ltd ABN 89 070 811 148  
Level 9, 201 Pacific Highway, St Leonards NSW 2065  
Ph (02) 9462 2200 / Fax 02 9460 6870

Chartis Australia Insurance Limited ABN 93 004 727 753 AFSL 230903  
Level 19, 2 Park St, Sydney NSW 2000

### **PRIVACY STATEMENT**

We are committed to protecting your privacy. Insurance information supplied by you will be used only to arrange the insurance and manage claims. We only provide your information to the companies involved in providing the insurance or the services related to it. We do not trade, rent or sell your information. You can check the information We hold about you at any time. Further information on our Privacy Policy can be accessed on our website.

## **COMPLAINTS AND DISPUTES ABOUT OUR SERVICES**

Any complaint about our services should be put in writing and sent to Protecsure. If not resolved to your satisfaction you can refer it to the external dispute resolution scheme (the Financial Ombudsman Service) of which Protecsure is a member. For information please call 1300 780 808.