

# Car Insurance

## Product Disclosure Statement



# Supplementary Product Disclosure Statement (SPDS) Coles Car Insurance

## SPDS Edition 1

**This Supplementary Product Disclosure Statement (SPDS) was prepared on 7 October 2022 and will apply to all Coles Car Insurance Product Disclosure Statements (Preparation date: 5 August 2021) version COLMOTPDS000821 (PDS) with a new business effective date on or after 2 January 2023, or with a renewal effective date on or after 2 January 2023.**

The information in this SPDS updates the terms contained in the PDS and should be read together with the PDS and any other applicable SPDS. These documents together with your Certificate of Insurance make up the terms and conditions of your insurance contract with us. Your current Certificate of Insurance outlines the cover you have chosen. If you would like another copy of your PDS please go to [coles.com.au/insurance](https://coles.com.au/insurance)

## Changes to the PDS

Your PDS is amended by the following:

### Change 1 – The General Insurance Code of Practice (page 9)

All text under 'The General Code of Practice' is deleted and replaced with:

We put our customers at the forefront of everything we do. We proudly support the General Insurance Code of Practice.

The objectives of the Code are:

- > to commit insurers to high standards of service
- > to promote better, more informed relations between insurers and their customers
- > to maintain and promote trust and confidence in the general insurance industry
- > to provide fair and effective mechanisms for resolving complaints consumers make about insurers
- > to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

If you would like more information on the General Insurance Code of Practice and the Code Governance Committee you can visit the website [insurancecouncil.com.au](http://insurancecouncil.com.au)

## Change 2 – General exclusions (pages 29–33)

The following exclusions are to be added:

**Contamination** we do not cover seepage, pollution or contamination, or any loss, damage, liability, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination.

**Cyber** we do not cover:

- > loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
  - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system; or
  - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system, provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event we cover you for under this policy except if caused by vandalism or a malicious act. For example, we will not cover you if your vehicle’s GPS or security system cannot be used because of a cyber attack, but we will cover you for theft of your vehicle if it is stolen after your vehicle’s security system is impacted by a cyber attack.

**Sanctions** we will not be liable to provide any cover, pay any claim or provide any benefit under this policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

## Change 3 – The claims process (pages 36–37)

The third bullet point under ‘Help us manage your claim’ is deleted and replaced with:

- > co-operate fully with us, even if we have already paid your claim, which includes:
  - being interviewed by us or our representatives, providing us with statements, information, documents and help we need to deal with your claim (for example, bank statements, invoices or statutory declarations). We will only request information relevant to handling your claim and will explain why the information, documents and help is required.

This SPDS is issued by Insurance Australia Limited  
ABN 11 000 016 722 AFSL No 227681

# Coles Car Insurance Product Disclosure Statement

## Welcome

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Welcome to Coles Car Insurance. We know that when it comes to choosing the right policy for you, quality is everything and better still we offer varying levels of car cover at great value. So, you can keep driving with confidence even after an unexpected bump in the road.

Coles Car Insurance is underwritten by Insurance Australia Limited (IAL) ABN 11 000 016 722 AFSL 227 681, part of Insurance Australia Group (IAG), Australia's largest insurance group. IAL is an insurance company supervised by the Australian Prudential Regulation Authority and is subject to the prudential requirements of the Insurance Act 1973 (Cth).

Only IAL as insurer can issue, vary or cancel Coles Car Insurance policies. IAL will also assess and pay claims.

IAL is responsible for this Product Disclosure Statement (PDS). Which was prepared on 5 August 2021.

## How Coles Car Insurance works

This PDS provides cover for three different types of car insurance in Australia for registered cars and licenced drivers.

The three types of cover you can choose from are:

- > Comprehensive cover,
- > Third Party Property, Fire and Theft cover, or
- > Third Party Property Damage cover.

To understand the benefits of the cover types, when and how they will be applied, please read this document.

This PDS uses words that have special meanings. To make sure you are aware of these words and their meanings, please read the section 'Definitions' on pages 11 - 14.

It is important that you decide whether this insurance is right for you. Any advice which we might provide is general advice only and does not take into account your personal circumstances.

<b>Coles Car</b>	<b>Comprehensive</b>	<b>Third Party Property Fire &amp; Theft</b>	<b>Third Party Property Damage</b>
<b>Insured events</b>			
Fire	✓	✓	✗
Malicious damage	✓	✗	✗
Own car damage: > Collision and accidental damage	✓	✗	✗
Storm, hail, flood or other water damage	✓	✗	✗
Theft	✓	✓	✗
<b>Legal liability</b>			
Legal liability (third party property damage)	✓	✓	✓
<b>Additional benefits</b>			
Child seats and baby capsules	✓	✗	✗
Damage caused by uninsured drivers (page 18)	✓	✓	✓
Emergency accommodation	✓	✗	✗
Emergency repairs	✓	✗	✗
Grocery replacement	✓	✗	✗
Hire car after theft	✓	✗	✗
Lifetime repair guarantee on authorised repairs.	✓	✓	✓
New car replacement	✓	✗	✗
Personal property	✓	✗	✗
Replacement of keys	✓	✗	✗
Temporary cover	✓	✓	✗
Towing and storage costs	✓	✓	✗
Trailer or Caravan cover	✓	✗	✗
<b>Optional extras</b>			
Cover for drivers under 25 years old	✓	n/a	n/a
Damage to windscreen or window glass – one excess-free claim	✓	✗	✗
Hire car after an incident	✓	✗	✗
Roadside Assistance	✓	✓	✓

## Our agreement

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When you pay or agree to pay your premium, we agree to provide you with insurance for your car, in accordance with the terms and conditions in this document, for the period of insurance as set out in your Certificate of Insurance.

When you buy this insurance, we give you this PDS, any applicable supplementary PDS (SPDS) and your Certificate of Insurance which will reflect the information you provided to us when you bought this insurance. These documents form the contract of insurance between you and us. We refer to this contract as your policy.

### **Information in this PDS might change.**

We'll either send you a SPDS or a new PDS if the change is significant. These will be made available at [coles.com.au/insurance](https://coles.com.au/insurance) or you can request a paper copy.

From time to time, we may include more up-to-date information in the PDS that is not materially adverse without notifying you. You can get more up-to-date information by calling us or visiting our website.

### Contact us:



[coles.com.au/insurance](https://coles.com.au/insurance)



[carinsurance@coles.com.au](mailto:carinsurance@coles.com.au)



1300 265 374

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# 1. Important information

## Your contract

Your policy is a contract between you and us and is made up of:

- > your Certificate of Insurance,
- > this Product Disclosure Statement (PDS), and
- > any applicable supplementary PDS (SPDS).

## More than one insured

If there is more than one person insured, anything any insured says, does or omits applies to all policy holders. Each insured can act on behalf of all the insureds as their agent.

## Certificate of Insurance

A Certificate of Insurance shows your level of cover plus any optional extras you have added to your policy. It also shows the period of insurance your policy covers, which is the period of time you are insured for. We only cover you for incidents that happen during this time.

## Receiving your policy documents

You can choose to receive your policy documents:

- > electronically by email, or
- > by post.

If we send your policy documents to you by email, we'll send them to the person and email address you have nominated. Any policy documents we send to this email address will be considered to have been received by you.

If we send your policy documents to you by post, we'll send them to the person and mailing address you have nominated. You are responsible for keeping your contact and policy details up to date.

## Credit provider

You must tell us if you have used all or part of your car as security for a loan with a credit provider. Your credit provider may be a bank, credit union or other type of lender. This may also apply if you lease or have a hire purchase agreement on your car.

We'll note your credit provider on your Certificate of Insurance.

## Your premium

In return for paying your premium, we provide the cover you have chosen.



**For more information** about how we work out your premium, see our Car Insurance Premium, Excess & Discounts (PED) Guide. To get a copy of our Car Insurance PED Guide free of charge visit [coles.com.au/insurance-information](https://coles.com.au/insurance-information)

## Paying your premium

Keep in mind, you must pay your premium on time.

You can pay:

- > annually in one full payment, or
- > monthly instalments - via direct debit from your nominated bank account or credit card.

(If you pay your premium via monthly instalments, the total premium may be higher than if you pay one annual payment.)

Your Certificate of Insurance shows the amount you need to pay and the due date for your annual premium or each monthly instalment.

## What happens if you don't pay on time

When you take out insurance, you need to pay your annual premium or any monthly instalments by the due date specified on your Certificate of Insurance. If you don't pay on time, we may cancel your policy.

If your annual premium is overdue, we will send you a notice outlining the overdue amount and when it needs to be paid.

If your annual premium remains unpaid after the time period specified in the notice we send, we will:

- > cancel your policy for non-payment; and
- > refuse to pay any claim for an incident occurring after the cancellation date.

If you pay by monthly instalments and your premium is overdue, we will send you a notice outlining the overdue amount and when it needs to be paid.

If your premium remains unpaid after the time period specified in the notice we send, we will:

- > cancel your policy for non-payment, and
- > refuse to pay any claim for an incident occurring after the cancellation date.

If you pay by monthly instalments, we will send you a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

A monthly instalment is unpaid if it cannot be deducted from your nominated bank account or credit card.

If you need to make a claim when your policy is overdue, and before your policy has been cancelled for non-payment, we will require you to pay the overdue amount as part of the claim settlement process.

Alternatively, where the settlement method allows, we can reduce the settlement payment by the overdue amount.

To make any payments towards your insurance you can visit our online Insurance Service Centre: [coles.com.au/insuranceservicecentre](https://coles.com.au/insuranceservicecentre) or, alternatively you can call us.

## Cooling-off

If you change your mind and no longer want this insurance, you can tell us to cancel your policy within 30 days from:

- > the date we commence your policy, or
- > the start date of the period of insurance that applies when you renew your policy.

If you tell us to cancel your policy within the 30 days effective from the start date, we'll refund the premium you paid us in full. However, we will only do that if you haven't made a claim on your policy. You can also cancel your policy as set out in 'Cancellation' in this section (refer to page 4).

## Online Self-Service Centre



You can update your policy information, view your documents, payments, lodge and manage a claim at our online Insurance Service Centre: [coles.com.au/insuranceservicecentre](https://coles.com.au/insuranceservicecentre)

## Changes to your policy

You may want to make a change to your policy (such as adding optional extras to increase your cover). To make a change to your policy please contact us. An additional premium may apply to the change. You are required to pay the additional premium at the time the changes are made.

If we agree to make the change, we will:

- > notify you if any additional premium applies to the change and require you to pay this amount by the date we tell you in order to make the change,
- > refund any amount we owe you due to the change, and
- > issue you with an updated Certificate of Insurance.

In some cases, when we receive any change in details from you, we may cancel your policy if the change materially increases risk under your policy. If we do, we will notify you of the cancellation.

## Cancellation

In addition to your 'Cooling-off rights', you may cancel your policy at any time (for example, if you no longer want your policy).

There may be circumstances where we need to cancel your policy. We'll only do this if we are legally allowed.

Some examples of when we may cancel your policy are if you:

- > failed to answer our questions truthfully and accurately,
- > made a misrepresentation to us before the policy was issued,
- > made a fraudulent claim, or
- > failed to pay your premium by the due date specified on the notice we sent to you when your premium became overdue.

## Return premium

If your policy is cancelled and you have paid an annual premium, we'll return any premium you have paid for the period after the cancellation date.

If your policy is cancelled and you are paying your premium in monthly instalments, there will be no return of any part of an instalment you have paid. However, you will not have to pay any instalments which would have become due after the date of cancellation (unless you have a total loss, refer to pages 38 - 40 'If your car is a total loss').

## Premium write off

If we owe you a premium of less than \$5, we will not refund this premium. If we need to charge you an additional premium less than \$5, then we'll waive it.

## Renewal

When it's time to renew your policy, we'll provide written notice at least 14 days prior to the expiry. We'll do this if we are prepared to renew your policy and provide the renewal date.

If you have chosen an agreed value on your policy, when you renew, the amount will likely reduce due to depreciation.

If we offer to renew your policy, we'll send you an updated Certificate of Insurance and quote a premium based on the information in your current policy. You should review any offer of renewal to ensure the insurance cover is still appropriate for you.

If you paid your last premium by monthly instalments, we'll continue to deduct payments from your nominated account or credit card, and your policy will automatically renew if we offer you a renewal.

If you do not want us to continue to deduct these monthly instalments and automatically renew your policy, please contact us prior to the expiry of your policy.

## Assigning rights and appointing a representative

### Assigning your rights

You must not assign any benefits, rights or obligations under your policy unless you get our written consent first.

### Appointing someone to represent you

If you want to appoint someone to represent you in order to manage your policy or claim, then you need to tell us, and we need to agree that we will deal with them on your behalf. We will not unreasonably withhold our consent. We may have a concern with a party that you may want to appoint if they present a conflict of interest, for example, someone who supplies goods or services for your claim. We will not pay any costs charged by anyone you appoint to represent you.

## Your responsibilities

If you don't meet your responsibilities, we may refuse to pay your claim or reduce what we pay for your claim. We may also decide to cancel your policy. The course of action we take when you fail to meet your responsibilities will be considered in each circumstance based on what impact or effect your failure caused or contributed to the claim or our decision to issue your policy.

### Notify us of changes

Let us know as soon as reasonably possible if:

- > you change your car covered by this policy,
- > there is any change to where your car is usually kept,
- > there is any change to the way your car is used including but not limited to: business, rideshare, take away food delivery, courier or other deliveries, driving instruction, farming activities, hire or rent, professional motor sports, taxi or people transportation or trade,
- > any drivers of your car have had their licence disqualified, suspended or cancelled,
- > any collisions occur which involve you or any person, who regularly drives your car,
- > you or any drivers of your car have been convicted of fraud,
- > you add any additional accessories to your car or make any conversion, alteration or modification of your car from its manufacturer's specifications, or if the condition of your car changes' such as damage caused from something other than a collision.

Once you've notified us of your change in situation, please be aware that we may charge an additional premium, change your level of cover or even cancel your policy in order to reflect the change in risk and terms upon which we have issued your policy.

If you do not wish to accept our terms, you can cancel your policy.

### We also require you to:

- > be truthful and frank in any statement you make in connection with your policy,
- > not behave in a way that is improper, hostile, threatening, abusive or dangerous,
- > ensure that if your car is insured for an agreed value, the agreed value includes any modifications, options and accessories,
- > take reasonable care to avoid a claim being made,
- > do everything reasonable to prevent further loss or damage to any property if an incident happens,
- > take reasonable steps to ensure you or anyone acting on your behalf obeys all relevant laws,

- > not make a fraudulent claim under this policy or any other insurance policy, and
- > follow the conditions of this policy.

It is also your responsibility when allowing anyone else to drive your car that they are 25 years of age or older if you have not chosen to add the optional extra 'Cover for drivers under 25 years old', (refer to page 26).

There are also things you should and should not do if you make a claim under this policy. These are set out in the 'Claims' section (refer to pages 34 - 46). If you breach any of the terms of this policy we may refuse or reduce a claim, cancel your policy or do both. The course of action we take when you breach any of the terms will be considered in each circumstance based on what impact or effect your breach caused or contributed to the claim or our decision to issue your policy.

## **Your privacy is important to us**

We and Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 AR 269259 and its associated entities ('Coles' companies') understand that your privacy is important to you, and we value your trust. That's why we protect your personal information and aim to be clear and open about what we do with it. Our Privacy Policies outline how we collect, hold, use and disclose your personal information.

## **How we use your personal information**

We and Coles' companies and the parties listed in the Privacy Policies will use your personal information for the purposes it was collected for. That usually includes providing you with assistance, a product or service you requested. Your personal information may also be used for other purposes that are set out in the Privacy Policies. You may choose to not give your personal information, however, not giving your personal information may affect our or Coles' companies' ability to provide you with a product or service, including processing an insurance claim.

## **Further information**

Our Privacy Statement also provides information about how you can:

- > access your personal information,
- > ask us to update and correct your personal information, and
- > make a complaint about our handling of your personal information.

We and Coles' companies may share your personal information with:

- > related entities,
- > Flybuys program partners,
- > service providers – which includes some service providers that may be based overseas, and
- > other organisations as set out in the Privacy Policies.

If you'd like more details about the IAL Privacy Policy and Privacy Statement, need to correct your personal information, or stop receiving materials we send, please contact us.



You can also view a copy of the Insurance Australia Limited Privacy Policy and Privacy Statement on the website [coles.com.au/insurance-information](https://coles.com.au/insurance-information)

## How to resolve a complaint or dispute

We want to resolve any complaint or dispute you have and will try to do so as quickly as possible. These steps are part of our complaint and dispute resolution procedures.

### Talk to us first

First, contact us and talk to one of our consultants about your concerns. The consultant may be able to resolve it for you. If not, they will refer you to a manager or you can ask to speak to one.

### Contact Customer Relations

If the manager can't resolve your complaint, you can ask for it to be referred to our Customer Relations area. Or, you can choose to contact them by:

**Free Call:** 1800 045 517

**Email:** [customer.relations@iag.com.au](mailto:customer.relations@iag.com.au)

Customer Relations will treat your complaint as a dispute and complete an independent review of the matter. Customer Relations will contact you if they require additional information or have reached a decision. Customer Relations will advise you of the progress of your complaint and the time frame for a decision in relation to your complaint.



## Seek an external review of the decision

If you are unhappy with the decision, you can seek an external review. Customer Relations will provide you with information about external review options, such as referring you to the Australian Financial Complaints Authority (AFCA). Please note that AFCA can only assist if you have already tried to resolve your complaint by talking to the Customer Relations team.

To contact AFCA:

**Online:** [www.afca.org.au](http://www.afca.org.au)  
**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

AFCA is independent and manages the general insurance industry's external dispute resolution scheme, approved by the Australian Securities and Investments Commission.

Time limits may apply to lodge a complaint with AFCA, so if you have a complaint, it is important to lodge it promptly or visit the AFCA website to find out if there is a time limit with regard to your issue.

## The General Insurance Code of Practice

We have adopted the General Insurance Code of Practice (Code) developed by the Insurance Council of Australia.

The Code aims to be a positive influence across all aspects of the general insurance industry including product disclosure, claims handling and investigations, complaints, relationships with people who are experiencing vulnerability and reporting obligations.

Insurers' compliance with the Code is monitored and enforced by the Code Governance Committee which is an independent body.

You can obtain a free copy of the General Insurance Code of Practice on request by contacting:

- > The Insurance Council of Australia's website:  
[www.codeofpractice.com.au](http://www.codeofpractice.com.au),
- > The Australian Securities & Investment Commission on 1300 300 630.

## **Motor Vehicle Insurance and Repair Industry Code of Conduct**

We adhere to the Motor Vehicle Insurance and Repair Industry Code of Conduct.

This code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communications.

## **Financial Claims Scheme**

You may be entitled to payment under the financial claims scheme in the event that we become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)

## **Governing law, currency and GST**

### **Governing law**

This contract is governed by the law of the Australian State or Territory where the property insured under this policy is kept.

### **Currency**

All dollar values described in your policy are a reference to the lawful currency of Australia.

### **GST**

All dollar values described in your policy include GST, unless otherwise stated. If you are a business registered or required to be registered for GST purposes, then you must provide us:

- > your Australian Business Number (ABN), and
- > the percentage of any input tax credit you have claimed or are entitled to claim.

## 2. Definitions

**Accessories** means the items installed or equipment fitted to the car as optional extras. They increase the value of the car but not its performance or handling. They will appear as accessories on your Certificate of Insurance.

**Agreed Value** means the amount we agree to insure your car for that is shown on your Certificate of Insurance.

This includes:

- > any modifications, options or accessories that are listed on your Certificate of Insurance,
- > GST,
- > registration and any Compulsory Third Party insurance (CTP), and
- > other on-road costs.

It does not include any:

- > allowance for dealer profit,
- > warranty costs,
- > stamp duty, or
- > transfer fees.

**Business purposes** means your car is insured when it is used for your full time, part time or casual work that you have told us about and we have agreed to cover you for. This includes cover for when you are using your car for private purposes.

**Car** means the car shown on your Certificate of Insurance and includes any standard equipment that comes with it and any options, accessories or modifications.

It does not include:

- > fuel or lubricants,
- > baby capsules or child seats, or
- > dealer warranties.

**Certificate of Insurance** means the document outlining the details of your insurance cover. This document changes when your policy is renewed or when we have agreed to any changes you have advised us of.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- > the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- > the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
- > the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Driver** means any person listed on the Certificate of Insurance as a driver of your car or any person who is driving or in charge of your car with your permission. This includes a driver who holds a valid Learners Permit who is accompanied by a passenger who holds a valid class of licence required by the learner's permit.

**Excess or excesses** are the amounts(s) you are required to contribute towards the cost of a claim. The amount and types of excess that apply to your policy will be shown on your Certificate of Insurance.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- > a lake (whether or not it has been altered or modified),
- > a river (whether or not it has been altered or modified),
- > a creek (whether or not it has been altered or modified),
- > another natural watercourse (whether or not it has been altered or modified),
- > a reservoir,
- > a canal,
- > a dam.

**Insured event** means any event for which we accept your claim under this policy. Refer to page 15 for further details on our 'Insured events'.

**Market Value** means our assessment of the value of the car, trailer or caravan immediately prior to the incident you are claiming for (or at the time of any claim under the 'Lifetime repair guarantee' additional benefit) based on vehicles of the same make, model, engine size, equipment level and paint type, using local market prices and considering the age and condition of the car or trailer or caravan.

This includes:

- > any modifications, options or accessories that are fitted to the car,
- > GST,
- > registration and any Compulsory Third Party (CTP) insurance, and
- > other on-road costs.

It does not include any:

- > allowance for dealer profit,
- > warranty costs,
- > stamp duty, or
- > transfer fees.

**Modification** means an alteration or addition to a car that differs from the car manufacturer's original specification or recommendation for the car and which enhances (or is intended to enhance) the performance or alters (or is intended to alter) the safety or handling, of the car.

**Non-recoverable claim** is a claim lodged as a result of an incident where you are at-fault or we are otherwise unable to attempt recovery of our costs from another party.

**Partner Repairer** means our partner repairers that we choose to allocate repair work to and other repairers we decide to allocate repair work to.

**Period of insurance** means the period that is covered by your policy that is shown on the Certificate of Insurance.

**Policy** means the contract between you and us and includes this document, any other applicable Supplementary PDS(s) and the Certificate of Insurance.

**Premium** means the total amount you pay for this policy, shown on the Certificate of Insurance. It includes government taxes such as GST and any other duties or charges that apply. If you pay your premium by instalments, your premium is the total of the instalments you need to pay over the period of insurance.

**Private purposes** means your car is insured when it is used for social, domestic and pleasure purposes including:

- > driving to and from work,
- > in connection with repairing, service and testing,
- > non-professional tuition,
- > demonstration for sale purposes if you are the driver or passenger during the demonstration, or
- > private carpooling arrangements.

**Sum insured** means the agreed value of your car as shown on the Certificate of Insurance (if you are insured for agreed value). If you are insured for market value the sum insured means the value of your car determined at the time of an incident (see Market Value definition). It is the maximum amount we will pay for loss or damage to your car under 'Insured events', refer to page 15.

**Terrorism** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- > involves violence against one or more persons,
- > involves damage to property,
- > endangers life other than that of the person committing the action,
- > creates a risk to health or safety of the public or a section of the public, or
- > is designed to interfere with or to disrupt an electronic system.

**Total loss** (also known as a write-off) means where the cost to repair your car, plus the fair salvage value exceeds the fair market value of the car at the time of the loss.

**We, Us** and **Our** means the product issuer Insurance Australia Limited (IAL).

**Your family** means your spouse or partner, or any of the following people who normally live with you:

- > your children, brothers, sisters, parents, grandparents or grandchildren, or
- > the children, brothers, sisters, parents, grandparents or grandchildren of your spouse or partner.

**You** and **Your** means all the people named as the insured on the Certificate of Insurance.

## 3. Insured events

The cover provided under this section depends on whether you have:



**'Comprehensive'** cover, or



**'Third Party Property, Fire and Theft'** cover.

You do not have any cover under this section if you have 'Third Party Property Damage' cover, see Legal liability, (refer to page 16) and Additional benefits (refer to page 18).

### What we cover

If you have 'Comprehensive' cover, we will cover you up to the agreed value you have chosen or market value depending on the cover you have selected and shown on your Certificate of Insurance that applies to your car if any of the insured events cause loss or damage to your car within Australia during the period of insurance. This includes loss or damage caused by:

- > collision or crash,
- > earthquake,
- > explosion,
- > fire,
- > flood,
- > storm or hail,
- > theft or attempted theft,
- > tsunami, or
- > vandalism or a malicious act.

If you have 'Third Party Property, Fire and Theft' cover, we will cover you for the market value that applies to your car up to \$15,000 if any of the below incidents cause loss or damage to your car within Australia during the period of insurance.

This includes loss or damage caused by:

- > fire, or
- > theft, within Australia.

### What we don't cover

Under these 'Insured events' we do not cover:

- > loss or damage from theft, vandalism or malicious acts by you or with your express or implied consent,
- > loss or damage to any substitute vehicle, such as a hire car,
- > damage or theft if you have not taken reasonable care to secure your car, or to have it towed to a safe place after an insured event or breakdown, or
- > theft if you leave the car unlocked or with its keys in the car.

## 4. Legal liability

Liability cover protects you for claims that may be made against you where the use of your car causes loss or damage to someone else's property.

Available if you have:



**'Comprehensive'** cover, or



**'Third Party Property, Fire and Theft'** cover, or



**'Third Party Property Damage'** cover.

### What we cover

We will pay for amounts you are legally liable to pay for damage to someone else's property as a result of a collision caused by or arising out of the use of:

- > your car, or
- > your trailer or caravan whilst being towed by your car.

We will pay if you were driving your car, or the person driving your car had your consent to do so.

We will also pay for the amounts you are legally liable to pay for loss or damage to another person's property within Australia during the period of insurance if you were driving a substitute vehicle, such as a hire car.

The liability of your employer, principal or partner is also covered, but only if their liability arises out of the use by you of your car.

We will also pay all legal costs and expenses incurred with our prior written consent if we accept a claim under cover for 'Legal liability'.

We will pay a maximum amount of \$20,000,000 in respect of any and all legal liability arising out of any one incident or series of incidents arising from any one collision.

This amount includes all legal costs, incurred with our consent, if we have accepted a claim for your legal liability.



## What we don't cover

Damage to property belonging to, or in the physical or legal control of:

- > you or any person using your car, or
- > a person covered under Third Party Property Damage insurance.

Legal liability claims:

- > by you, or
- > by your family, or
- > by any person who lives with you, or
- > by any person covered under this cover for 'Legal liability', or
- > where compulsory insurance is required by law to cover for the claim.

Damage caused to any substitute car you were driving, such as a hire car.

Legal liability for death or bodily injury.

Claims arising from any agreement or contract you or a covered person entered into, unless you or they would have been liable despite the agreement or contract.

Penalties, fines or any awards of aggravated, exemplary or punitive damages made.

Legal costs and expenses to defend any type of criminal proceeding or any fines or other penalties including but not limited to criminal offences or penalties involving the use of your car or substitute vehicle or breaches of any road traffic legislation, by-laws or regulations.

Legal costs and expenses we have not agreed to in writing.

Legal costs and expenses that relate to a legal liability not covered by this policy.

## 5. Additional benefits

The additional benefits in this section depend on whether you have:



**'Comprehensive'** cover, or



**'Third Party Property, Fire and Theft'** cover, or



**'Third Party Property Damage'** cover.

The following benefits apply when we have accepted your claim. You should note that the following are subject to the General exclusions detailed on pages 29 - 33 and any conditions noted under the Additional benefit.

### Child seats and baby capsules

---

Available if you have:



**'Comprehensive'** cover.

If your child seats or baby capsules are damaged in an insured event while contained in your car or stolen from your securely locked car.

✓ **We will:**

- > pay for the costs of replacing your child seats and baby capsules with an equivalent replacement up to \$500 in any one period of insurance.

### Damage caused by uninsured drivers

---

Available if you have:



**'Comprehensive'** cover, or



**'Third Party Property, Fire and Theft'** cover, or



**'Third Party Property Damage'** cover.

If your car sustains loss or damage as a result of a collision with another vehicle that is uninsured during the period of insurance.

✓ **We will:**

- > For Third Party Property, Fire and Theft or Third Party Property Damage cover loss or damage to your car up to \$3,000 (including towing costs).

- > For Comprehensive cover loss or damage to your car up to the sum insured on your Certificate of Insurance or market value.

### **Conditions:**

- > We will provide cover if:
  - we are satisfied the collision was the other driver's fault. In order for us to resolve whether you or the other driver was at fault, we may request additional information – for example, witness statements or photographs – and consider any other information including laws, bylaws or rules that apply to the claim circumstances, and
  - we are able to confirm the driver and the vehicle that caused the collision are uninsured.
- > You can provide us:
  - the full name, and residential address of the driver who caused the collision, and
  - the registration number of the vehicle that caused the collision.

## **Emergency accommodation and costs to complete your journey**

---

Available if you have:



**'Comprehensive'** cover.

If your car is damaged and cannot be driven or used as a result of an insured event that occurs more than 100 kilometres from your home.

### **✓ We will:**

- > pay the relevant costs up to a total of \$500 in any one period of insurance, for:
  - temporary accommodation for you and your passengers covering the room rate only, and
  - transportation for you and your passengers to your home or, if we agree, to another destination.

## **Emergency repairs**

---

Available if you have:



**'Comprehensive'** cover.

If your car is involved in a collision and emergency repairs are essential to drive your car from the accident scene.

✓ **We will:**

- > reimburse you the required costs of the emergency repairs up to \$500 in any one period of insurance.

**Conditions:**

- > the emergency repairs must be made to keep your car secure or to allow your car to be driven, and
- > you may pay for the emergency repairs up front and provide us with a tax invoice for reimbursement, and
- > if you do not comply with the above conditions, this may impact your claim.

✗ **We won't:**

- > cover non-emergency repairs, or
- > cover repairs that are caused by lack of maintenance or normal wear and tear.

## Grocery replacement

---

Available if you have:



'**Comprehensive**' cover.

If your groceries are damaged in an insured event while in your car or if they are stolen from your securely locked car, and we have agreed to pay a claim for loss and damage to your car.

✓ **We will:**

- > pay for the costs of replacing your groceries up to \$200 in any one period of insurance under this benefit.

✗ **We won't:**

- > cover groceries connected with any trade, business or occupation.

## Hire car after theft

---

Available if you have:



'**Comprehensive**' cover.

If your car is stolen, or on recovery after a theft your car is not drivable, is unsafe to drive or being repaired and you require transport.

✓ **We will:**

- > arrange to hire a car for you up to \$75 per day,

- > cover you until:
  - your car is recovered and any related damage to it is repaired, or
  - when we settle your claim, or
  - 14 days after you first hire the replacement car, whichever comes first.

### **Conditions:**

- > we will arrange a hire car for you. Do not arrange your own hire car unless you obtain our prior consent by contacting us. If you do, then we may decide not to pay for the hire car.
- > We may require you to refund to us any costs we incur for a hire car if you withdraw your claim or we refuse to accept your claim.

### **✗ We won't:**

- > cover running costs for the hire car (such as petrol or tolls),
- > cover any additional hire car costs (such as an amount you agree to pay in order to reduce the excess of the hire car),
- > cover loss or damage to the hire car,
- > cover liability which results from using the hire car.

This benefit cannot be used in conjunction with the Optional extra 'Hire car after incident.'

## **Lifetime repair guarantee**

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Available if you have:



**'Comprehensive'** cover, or



**'Third Party Property, Fire and Theft'** cover, or



**'Third Party Property Damage'** cover.

If we authorise repairs through one of our partner repairers, we will guarantee the workmanship and materials on all repairs authorised by us for the life of your car whilst you are the owner.

### **✓ We will:**

- > arrange for any unsatisfactory repairs to be inspected and rectified through one of our partner repairers,
- > manage any dispute regarding the quality or timeliness of the work or conduct of the repairer as part of our complaints process.

**Conditions:**

- > you must allow us to inspect your car at any reasonable time or place before any repairs have commenced, and
- > we will decide how to fix any fault caused by poor workmanship.

For more information and conditions please see Lifetime repair guarantee refer to page 40.

## New car replacement after a total loss

---

Available if you have:



**'Comprehensive'** cover.

If we assess your car as a total loss within the first 24 months of its original registration.

**✓ We will:**

- > replace your car with a new car of the same make, model and series (subject to availability within Australia),
- > include similar additional accessories as shown on your Certificate of Insurance, and
- > pay the stamp duties and delivery charges, where applicable.

**Conditions:**

- > we will only replace your car with a new car if:
  - you insured your car with us from the date of its original purchase,
  - you bought your car as a new car and at the time of the incident your car is less than 24 months from the date it was first registered, and
  - any finance provider noted on your Certificate of Insurance agrees to us replacing your car with a new car.

## Personal property

---

Available if you have:



**'Comprehensive'** cover.

If your personal items are damaged in an insured event or are stolen from your securely locked car during the period of insurance.

✓ **We will:**

- > cover the relevant costs to repair or replace the personal items up to a total of \$500.

**Condition:**

- > you must report any theft to the police and provide us with details of the report including the incident number.

✗ **We won't:**

- > cover money, cheques, financial transaction cards or negotiable instruments,
- > cover property used for earning an income,
- > cover child seats or baby capsules (refer to 'Additional benefit' on page 18),
- > cover mobile telephones, laptops or any electronic items, or
- > cover any modifications, options or accessories.

## Replacement of keys

---

Available if you have:



**'Comprehensive'** cover.

If the keys to your car are stolen during the period of insurance.

✓ **We will:**

- > pay to replace or recode the keys and locking mechanisms up to \$1,000 in any one period of insurance under this benefit.

**Condition:**

- > you must report any theft to the police and provide us with details of the report including the incident number.

## Temporary cover

---

Available if you have:



**'Comprehensive'** cover, or



**'Third Party Property, Fire and Theft'** cover.

If you replace your car with another car during the period of insurance, you will need to contact us and provide the full details of the replacement car to apply for cover. We must agree to insure the replacement car and if you wish to make the change you may need to pay any additional premium by the date we specify and agree to any revised conditions.

If we agree to provide cover for the replacement car, we will issue you with a new Certificate of Insurance.

**If you forget to notify us, we will cover the replacement car on the terms set out in this policy for a period of 14 days or until the end of your period of insurance, whichever comes first, starting from the date of purchase.**

✓ **We will:**

- > cover the market value of the replacement car up to a maximum of \$50,000, if you have chosen Comprehensive cover, or
- > cover the market value of the replacement car up to a maximum of \$15,000, if you have chosen Third Party Property, Fire and Theft cover.

**Condition:**

- > you must contact us within 14 days of the purchase date and provide the required information in order to cover the replacement car for longer than the 14 days temporary cover.

✗ **We won't:**

- > offer cover under this benefit if you have received a replacement car under the 'New car replacement after a total loss' benefit.

## Towing and storage costs

---

Available if you have:



'Comprehensive' cover, or



'Third Party Property, Fire and Theft' cover.

If your car is damaged and cannot be driven or used as a result of an insured event.

✓ **We will:**

- > pay the cost of towing your car from the scene of the incident to:
  - a repairer or other place we recommend, or
  - a safe place we agreed to.

**We will also:**

- > pay the cost of towing your car:
  - between repairers, and
  - to and from a storage facility or a holding yard before your car is repaired.



**Conditions:**

- > We will only cover the cost of one tow at the time of an incident. If the car is towed more than once, we will decide which tow we pay for. We will only pay for storage costs after you have lodged your claim.
- > If the cost of repairing and/or storing and returning your car to you exceed the sum insured, we will treat your car as total loss. If we do treat your car as a total loss, we will retain the salvage.

**✗ We won't:**

- > cover the costs of transportation of any item being towed by your car. For example, if you are towing a boat.

## Trailer or Caravan cover

---

Available if you have:



**'Comprehensive'** cover.

If a trailer or caravan attached to or being towed by your car suffers loss or damage in an insured event.

**✓ We will**

- > cover up to \$1,000 in any one period of insurance towards:
  - the cost to repair the trailer or caravan, or
  - the market value of the trailer or caravan.

**✗ We won't:**

- > cover any contents of the trailer or caravan,
- > cover your caravan or trailer if insured elsewhere and we will not pay for a trailer or caravan not owned by you.

## 6. Optional extras

You can choose to add the following options to your policy for an extra cost. If you add any of these, they will be shown on your Certificate of Insurance.

### Cover for drivers under 25 years old

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Available if you have:



**'Comprehensive'** cover.

Drivers under the age of 25 years old are not covered under this policy, unless you have chosen this option.

You will not require this optional extra if:

- > A learner driver will be driving and the accompanying driver is fully licensed and is at least 25 years old.
- > You have chosen Third Party Property, Fire and Theft or Third Party Property Damage.

### Damage to windscreen or window glass – one excess-free claim

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Available if you have:



**'Comprehensive'** cover.

If you choose this option, you won't need to pay an excess on your first glass claim in any one period of insurance.

If your claim is only for damage to your car's windscreen, sunroof or window glass and the item needs to be replaced or repaired.

✓ **We will:**

- > arrange the repair or replacement through our partner repairers for one incident in any one period of insurance.

**Conditions:**

- > you must contact us prior to any repair or replacement work,
- > we may use non-genuine parts to replace your windscreen, sunroof or window glass, and
- > your claim must be the first glass claim within any one period of insurance.

### ✗ **We won't:**

- > cover any damage to mirrors, camera lenses or driving lights.

## Hire car after an incident

---

Available if you have:



**'Comprehensive'** cover.

Our policy automatically provides you with a hire car benefit after theft. If you would like cover for a hire car after other incidents for which we've accepted a claim under this policy, you can choose to add this Hire car option.

If you require transport when your car is not drivable, is unsafe to drive or being repaired.

### ✓ **We will:**

- > arrange to hire a car for you up to \$75 per day,
- > cover you until:
  - your car is repaired, or
  - when we settle your claim, or
  - 14 days after you first hire the replacement car, whichever comes first.

### **Conditions:**

- > We will arrange a hire car for you. Do not arrange your own hire car unless you obtain our prior consent by contacting us. If you do, then we may decide not to pay for the hire car.
- > We may require you to refund to us any costs we incur for a hire car if you withdraw your claim or we refuse to accept your claim.

### ✗ **We won't:**

- > cover running costs for the hire car (such as petrol or tolls),
- > cover any additional hire car costs (such as an amount you agree to pay in order to reduce the excess of the hire car),
- > cover loss or damage to the hire car,
- > cover liability which results from using the hire car.

This benefit cannot be used in conjunction with the Additional benefit 'Hire car after incident.'

## Roadside Assistance

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Available if you have:



**'Comprehensive'** cover, or



**'Third Party Property, Fire and Theft'** cover, or



**'Third Party Property Damage'** cover.

Coles Roadside Assistance provides 24-hour emergency roadside assistance to help with flat tyres, battery replacement, emergency fuel, retrieval of keys and a number of other services and benefits.



Coles Roadside Assistance is a separate product to a Coles Insurance product. For full details, please refer to Coles Roadside Assistance terms and conditions on our website:

[coles.com.au/roadside-assistance](https://coles.com.au/roadside-assistance)

## 7. General exclusions

As flexible and as extensive as your car policy might be, we simply can't cover everything. So, here's a list of things your insurance won't cover.

### What's not covered

**Additional damage** we do not cover any additional loss or damage to your car as a result of it being driven after an accident if you were aware, or should have reasonably known, that your car was no longer safe to drive.

**Communicable Disease** we do not cover any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

**Compulsory Third-Party (CTP) insurance** we do not cover any claim where liability to a third-party is required by statute to be compulsorily insured or be covered by any compulsory insurance scheme.

**Consequential loss** we do not cover any direct or indirect financial or economic loss that you or anyone else may suffer, except if specifically covered by this policy. For example, we do not cover any depreciation to your car, or any reduced value of your car after it has been damaged and repaired and the repairs have been properly performed. We don't cover any loss because you cannot use your car, for example, loss of wages, loss of profits or loss of use or enjoyment.

**Consignment** we do not cover loss or damage if your car is left with a commercial dealer, or with another party so they could sell it for you.

**Deliberate, malicious or criminal acts, or misuse** we do not cover any deliberate, intentional, malicious or criminal acts caused by or resulting from any actions by:

- > you,
- > a person covered by this insurance, or
- > any person who is acting with your permission or implied consent, and the act contributed to the cause of the loss or damage.

**Demonstrated for sale** we do not cover your car whilst it is being demonstrated for sale, unless you were a passenger, or a person named as a driver on your most recent Certificate of Insurance or renewal invitation was a passenger.

**Depreciation** or loss of your car's value - for example, if your car is worth less after an incident.

**Drivers** we do not cover loss or damage when a driver who at the time of the incident:

- > did not hold a current licence that was valid for the car,
- > was disqualified from driving or held a cancelled or suspended licence (and you could not be reasonably expected to know this), or
- > was a learner driver who was not accompanied by a passenger who holds a valid class of licence required by the learner's permit.

**Driving under the influence** we do not cover loss or damage if your car was being driven by any person:

- > impaired by any drug, alcohol or medication, or
- > convicted of or charged with driving under the influence of any drug, alcohol or medication, at the time of the collision, or
- > with a percentage of alcohol in his or her breath or blood in excess of the percentage permitted by law in the relevant State or Territory, as indicated by analysis of the person's breath or blood taken within two hours of the occurrence of the collision, or
- > who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by any law of a State or Territory.

However, we will cover your car if it was stolen.

**Electronic data** we do not cover any loss or damage of whatever kind arising directly or indirectly out of:

- (i) the corruption, destruction or alternation of or damage to data, coding program or software, or
- (ii) (the unavailability of data or reduction in functionality, availability or operation of hardware, software and embedded chips, or
- (iii) any business interruption resulting from (i) or (ii).

**Failure to disclose any input tax credit** we do not cover any GST, 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 your policy.

**Hire, fare, reward or Motor Trade** we do not cover any loss or damage if your car is being used:

- > to generate an income including ridesharing, delivery of any kind (including food), taxi, passenger carrying service or any similar service, or
- > for hire, rental or peer-to-peer sharing, or
- > in connection with the motor trade for experiments, tests or trials.

**Imminent event** we do not cover bushfires, grass fires, flood, storm, rainwater or named cyclone occurring within 48 hours of the start date of your policy if this is a new policy with us, unless:

- > you had entered into a contract to purchase or lease your car and took possession of the car no more than 24 hours before the start date of your policy, or
- > your policy replaced another policy covering the same car and there has been no break in cover, in which case our liability is limited to the lower sum insured under the two policies.

**Improper use of your car** we do not cover loss or damage if at the time of the incident the driver of your car or a passenger was being wilful or reckless (which includes hooning) in the use/driving of the car.

**Incorrect fuel type** we do not cover loss or damage to your car from deliberately, or accidentally, putting incorrect fuel into the car, by you, or someone who you allowed to use your car.

**Limits on use** we will only cover loss or damage to your car:

- > for purpose as described in your Certificate of Insurance, and
- > for the purpose it is registered or a permit to drive is granted,
- > whilst within Australia.

We will not cover your claim or your car for any other purpose, including if you illegally carry or store explosives, or any flammable or combustible materials in your car.

**Mechanical, structural or electrical failures** we do not cover mechanical, structural, electrical or electronic breakdown or failure of your car.

**Non-damaged parts** we do not cover the costs to replace the parts of a set that were not damaged or stolen in an incident. For example, if only one wheel and tyre are damaged in an incident, we will only pay to replace the damaged wheel and tyre, not the whole set.

**Off-road** If your car has not been designed by the manufacturer for four-wheel driving on undeclared or unclassified roads, we do not cover your car while it is being used for this purpose.

**Operation of the law** we do not cover loss suffered as a result of lawful seizure, confiscation, repossession or other operation of law.

**Overloaded car** we do not cover your car being used to carry more passengers than it is intended to, or convey or tow a load which is over the legal limit or greater than that for which your car was constructed, to the extent that this caused or contributed to loss or damage.

**Penalties, fines** we don't cover any amounts for fines, offences, penalties or breaches of road traffic rules.

**Pre-existing damage** we do not cover any claim under this policy for pre-existing damage, faulty workmanship or incomplete repairs which were carried out prior to the insured event, unless the repairs are the subject of our Lifetime Repair Guarantee.

**Restricted driver** we do not provide cover where the driver or supervising driver of your car was under the age of 25 at the time of the loss or damage and you have not chosen to add 'Cover for drivers under 25 years old' Optional extra (refer to page 26), unless:

- > the driver of your car was found guilty of theft or illegal use of your car,
- > your car was being driven by a car park attendant, or
- > your car was being driven by a person paid by you to repair, service or test your car. (Refer to page 12 for definition of Driver).

**Signage, stickers and artwork** we do not cover loss or damage to any sign writing, stickers or artwork on your car.

**Sport and racing** we do not cover your car being used by you, or someone with your permission:

- > in, or being prepared for, experiments, tests, stunts, racing, pace making, reliability trials, speed or hill climbing tests, other motor sports, events or public demonstrations, or
- > when being driven on a racetrack or speedway track or course, or
- > racing on any public or private street, or
- > when being driven on, or participating in, any section of a rally or similar event, or on any driver training or driver instruction day on a racetrack or speedway track or course.

**Terrorism** we don't cover any loss, damage or liability from an act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action in controlling, preventing, suppressing, retaliating against, or responding to any act of Terrorism.

**Tools of trade** we don't cover any tools and/or items or goods used in connection with any business, trade or occupation that are in your car or trailer.



**Tyres** we do not cover damage to tyres of your car caused by braking or by punctures, cuts or bursts.

**Undisclosed or illegal modifications** we do not cover modified cars, if:

- > you did not tell us and we would not have agreed to cover your car had you told us, or
- > the modification is prohibited by any law in Australia.

**Unlawful use of your car** we do not cover your car being used by you or any person with your consent for an unlawful purpose to the extent that the unlawful use caused or contributed to loss or damage.

**Unregistered car** we do not cover your car if you drive your car or any person with your consent drives your car and it is unregistered, unless you are permitted to do so by a relevant transport authority.

**Unsafe or unroadworthy car** we do not cover loss or damage if your car was being used in an unsafe or unroadworthy condition and that condition caused or contributed to the loss – unless you could not have reasonably detected the unsafe or unroadworthy condition.

**Unsecured load** we do not cover loss or damage if your car is being used to tow or convey a load which is not secured according to law where failure to secure the load or towed object caused or contributed to a cause of loss.

**War, riot, nuclear materials or asbestos** we do not provide cover for loss, damage, liability costs or expenses directly or indirectly occasioned by, happening through or in consequence of:

- > war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or
- > radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material, or
- > asbestos.

**Wear and tear** we do not cover wear and tear or gradual deterioration to your car. We also do not cover rust or corrosion of your car, unless that is caused by an Insured event.

## 8. Claims

Having your car stolen or damaged is stressful. Our claims team is there to support you by guiding you through the claims process. If you follow these steps, they'll be able to handle your claim as quickly as possible.

### What to do if there is an incident



#### At an accident scene

- 1 **Ensure everyone is safe** – call the police as soon as possible if anyone is injured and retain the incident number and details of when the police report was made.
- 2 **Secure your car** – take safe and reasonable steps to prevent any further loss, damage or liability.
- 3 **Obtain:**
  - > the full name and residential address of all drivers involved in the incident, and
  - > the make, model, registration number and insurance details for all vehicles involved, and
  - > any dashcam or video footage you have, and
  - > contact details of any potential witnesses.
- 4 **Don't:**
  - > pay, promise to pay or admit responsibility for a claim or incident, or
  - > repair or replace any damaged property without our prior consent.



## At the scene of a crime

- 1 **Call the police** – If your car has been stolen, or an attempt has been made to steal your car, or if there is malicious damage to your car.
- 2 **Keep a record of:**
  - > the police incident or report number,
  - > the police station the incident is reported to,
  - > the date you reported the incident, and
  - > save any dashcam or video footage you have.
- 3 **Security device** – If your car is stolen and fitted with a remote tracking security device, report the theft to your tracking bureau as soon as reasonably possible.

## How to Claim

If you are lodging a claim online or calling us, ensure your claim is lodged as soon as reasonably possible, as any delay could disadvantage you.



Lodge and manage a claim 24/7, 365 days a year through our online Insurance Service Centre:  
[coles.com.au/insurance/make-a-claim](https://coles.com.au/insurance/make-a-claim) or,



**Call us** - on 1300 265 374

**Tell us** - if someone is holding you responsible for the accident or if you have received any demands, correspondence or documents related to it and provide us with that correspondence or documents as soon as possible.

**Make sure you** - take reasonable steps to preserve the parts affected by the incident and make them available for inspection by us or our representative.

**Don't** – get any repairs done to your car (other than if you have 'Comprehensive' cover and need to undertake essential emergency repairs to allow your car to be driven safely) – because we'll do this for you.

## The claims process

### Help us manage your claim

- > Tell us if you think you have a claim as soon as reasonably possible. This is especially important:
  - so that you are not disadvantaged by not complying with your obligations, and
  - if you want to claim under your Comprehensive cover for the cost of emergency accommodation or costs to complete your journey.
- > Tell us everything about the loss or damage so that we can assess your claim. Also tell us about the people involved and anyone you believe was at fault.
- > Cooperate fully with us, even if we have already paid your claim, which includes:
  - providing us with information, documents and help we need to deal with your claim (for example, bank statements, invoices or statutory declarations). We

will only request information relevant to handling your claim and will explain why the information, documents and help is required.

- > Pay your excess (if applicable) on time. (Refer to page 43 for details on 'When to pay your excess'.)
- > Tell us if there is any other insurance on your car, trailer, caravan, property or any items covered by this policy.
- > Advise us of any communication you receive in connection with the claim, and of any court proceedings.
- > Tell us about any input tax credits or other amounts you are entitled to, if you are registered for GST.
- > Allow us to inspect your damaged car, trailer, caravan, property or items prior to any repairs, including giving us permission to tow your car to a place or repairer nominated by us, at any reasonable time or place.
- > Allow us to take possession of your damaged car, trailer, caravan, property or items involved in the claim.
- > Cooperate with us. This might include giving evidence in court.
- > Pay to any financier the difference between our claim settlement amount, if we treat your car as a total loss, and the outstanding amount of your instalment plan, sale or leasing agreement.

## How we'll help and our parts policy

When you make a claim, we will handle your claim in a fair, transparent and timely manner. If we have accepted your claim, this means that:

### If your car has been damaged:

- > We will provide a Lifetime repair guarantee on repairs authorised by us (refer page 40).
- > We may need to inspect your car at any reasonable time or place. If so, we will tell you where you need to take it or arrange to move your car to another repairer at our expense.
- > The most we will pay is the cost of repairs as determined by our assessor or quoted by our partner repairer.
- > If we agree to repair your car then we will use parts suitable for your car's age and condition, as follows:
  - in most circumstances new Original Equipment Manufacturer (OEM) approved parts will be used if your car is under 3 years old,
  - new and/or reusable non-mechanical or reconditioned OEM parts may be used in the following circumstances:
    - » your car is over 3 years old, and
    - » it does not affect the safety or the structural integrity of your car, and
    - » it complies with the applicable Australian Design Rules and the car manufacturer's specifications.
    - » For windscreens, we use parts which are compliant with Australian Design Rules.

- > If we have paid or agreed to pay a claim under this policy and any part for your car is unavailable in Australia, our liability for the cost of freighting that part to Australia will be limited to sea transportation only.
- > We will not pay an international air freight charge or an amount exceeding the manufacturer's list price for any part, unless the charge or amount is incurred with our prior consent.
- > If our partner repairer needs to engage the services of a specific specialist repairer and/or supplier our repairer may sublet some of the repair work.
- > If it is necessary to repair your car to a better condition than it was in before the loss or damage occurred, then we will seek your agreement to those repairs and may ask you to contribute the additional amount to repair it to the better condition.
- > If we decide that the cost of repairs to your car plus the fair salvage value exceeds the fair market value of the car at the time of loss, we will declare it a total loss.
- > We will handle any complaint about the quality or timeliness of the work or conduct of the repairer under 'How to resolve a complaint or dispute' contained within the 'Important information' section of the PDS (page 8).

### **If your car has been stolen:**

- > and has been found, damaged, within 14 days from the date the car was stolen, we will follow the procedure for damaged car, as set out above,
- > and has not been found after 14 days from the date the car was stolen, we will declare it a total loss if we have accepted your claim.

### **If your car is a total loss:**

We will:

- > pay your claim, or
- > replace your car (if eligible under the 'New car replacement after a total loss' Additional benefit (refer to page 22)).

If your car is a total loss and we decide to pay your claim, we will pay you the agreed value or market value (depending on the cover you have selected and shown on your Certificate of Insurance) after deducting:

- > the excess,
- > any unpaid premium,
- > any input tax credit you are entitled to under *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and
- > the unused portions of registration and CTP insurance (if applicable).

If your car is a total loss and we agree to replace your car, we'll settle your claim as set out in the 'New car replacement after a total loss' Additional benefit (refer to page 22) additional benefit.

You will need to pay:

- > the excess,
- > any unpaid premium, and
- > the unused portions of registration and CTP insurance (if applicable).

We will tell you who to pay these amounts to.

You will then need to take out new insurance cover for your replacement car, as our obligations have been met and your policy will be cancelled.

We will retain your damaged car and keep the proceeds of any salvage sale.

If we allow you to keep your damaged car and keep the proceeds of any salvage sale, we will determine the:

- > salvage value of your car, and
- > unexpired portion of the registration and CTP insurance.

We will deduct each of these amounts from our payment to you.

The amount you pay to register your car or for any CTP insurance forms part of your car's value. If we pay your claim, we will deduct any unused registration costs and CTP insurance premium. To get a refund, you may need to contact your relevant motor registration authority or CTP insurer if your car is registered in NSW. In NSW, CTP insurance is also known as a Green Slip.

In order to claim back your unused portion of registration, we will provide our total loss settlement letter, that you can take to your relevant motor registration authority.

Your insurance cover will cease as soon as we accept liability and because we will have met our obligation to you in full:

- > if you have paid an annual premium, we will not return any premium you have paid for the period after the date of insured event, or
- > if you are paying your premium in monthly instalments, there will be no return of any part of an instalment you have paid, and we will deduct any remaining instalments from the amount we pay.

Depending on the level of cover you have, the maximum amount we will pay for a claim under 'Insured events' is:

- > the agreed value of your car and any benefits you are entitled to if you are insured for agreed value, or
- > the market value of your car and any benefits you are entitled to if you are insured for market value.

If you have 'Third Party Property, Fire and Theft' or 'Third Party Property Damage' cover and we accept a claim under the 'Damage caused by uninsured drivers' additional benefit, the most we will pay is up to \$3,000.

## When we repair your car

### Our National Partner Repair Network

We want to make your car repair process easy, so we have established a National Partner Repair Network. These repairers must meet our high selection standards of repair quality and service.

Using our partner repairers means you don't need to shop around for quotes, and we will guarantee the quality, workmanship and material used in the repair.

### Repairing your car – we choose the repairer

If you make a claim and we agree to repair your car, we will arrange for a repairer who is part of our National Partner Repair Network to complete the repairs.

The most we will pay is the cost of repairs as determined by our assessor or quoted by our repairer. The repairs will be authorised by us and completed through our partner repairers, we will guarantee the workmanship and materials of these repairs whilst you are the owner of the car.

We may sublet part of the repairs to another repairer.

If we authorise and paid for a repairer to fix your car. We'll give you a lifetime guarantee on the workmanship of those repairs.

### Lifetime repair guarantee

If we authorise repairs through one of our partner repairers, we will guarantee the workmanship and materials on all repairs authorised by us for the life of your car whilst you're the owner.

If you are not satisfied with the repairs and we agree that the repairs require rectification, we will choose to settle your claim under our Lifetime Guarantee through any of these ways:

- > we can arrange the original repairer or one of our partner repairers to repair your car,
- > we can choose to pay you the reasonable cost to repair your car as determined by us. We determine this by looking at a range of factors, including quotes from the original repairer or one of our partner repairers, our nominated repair methods for the type of damage to your car and reports from our assessors, or



- > we can choose to pay you an amount that is equal to the market value of your car. The market value will be determined based on vehicles of the same make, model, engine size, equipment level and paint type, without the defect which is the subject of your lifetime guarantee claim. If we do this, we will keep your car.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

However, a claim can't be made under our Lifetime Guarantee if:

- > you sold your car,
- > you (or your agent) authorised repairs to your car without our prior consent, and the repair was not completed by one of our partner repairers,
- > you arrange repairs after we cash settle your claim – that is, if we do not authorise repairs,
- > there is loss or damage to or failure of any electrical or mechanical part or component, or
- > there is deterioration or wear and tear caused:
  - over time,
  - by using your car
  - by exposing your car to the elements – for example, faded or damaged paint from exposure to sun, dirt and/or corrosive materials, or
  - by your failure to maintain your car in good order and repair.

We will decide on how to fix any fault caused by poor workmanship.

## For all claims

- > When we settle your claim, we'll reduce the amount we pay by the amount of the excesses shown on your Certificate of Insurance. However, we'll not deduct any excess if you can satisfy us that the collision was the fault of someone else and you have given us the full name and residential address of that person and the registration details of the other vehicle.
- > We'll work with you to consider whether or not the driver of your car is at fault by contributing to the cause of the insured event. We may request additional information – for example witness statements or photographs – and consider any other information including law, bylaws or rules that apply to the claim circumstances.
- > When we settle your claim, we will have regard to the circumstances of your claim and consider any preference you may have.
- > The amount that we pay will include GST. However, if you are entitled to claim any input tax credits for the repair or replacement of your car, we'll reduce any claim settlement by the amount of the input tax credits.

- > The maximum amount that we'll pay is the sum you are insured for.
- > If you are held at fault, and we agree, we'll conduct, defend or settle any action brought by other people.
- > We'll pay the legal costs associated with defending any claim against you, if we have told you so in writing and we have appointed the solicitors who will defend the claim.

### **When you have a noted credit provider:**

- > we treat your car as being under a finance arrangement,
- > we treat any statement, act, omission or claim by you as a statement, act, omission or claim by the credit provider,
- > we may recover any payment either in your name or the credit provider's name.

### **Payments to the credit provider**

If we decide to pay you for a claim on your car that is under a finance arrangement, we'll first pay the credit provider the lower of these amounts after deducting any excess and other deductions that apply:

- > the agreed value or market value (depending on the cover you have selected and is shown on your Certificate of Insurance),
- > the cost of repairing your car,
- > the balance owing to the credit provider under the finance arrangement.

If the credit provider is entitled to the salvage of the car, then we'll deduct the estimated salvage value of the vehicle from any amount that we pay.

However, we'll only pay the credit provider if they:

- > give us any help we ask for. If we make a payment to a credit provider, then that payment discharges our obligation to you under your policy for the amount paid.

If we decide to settle your claim as a total loss, we'll settle the finance directly with your credit provider.

## **Excesses**

An excess is the amount you contribute towards the cost of your claim.

There are 4 types of excesses:

- > Standard excess,
- > Nominated excess,
- > Age excess, and
- > Inexperienced driver excess.

The type of excess you need to pay contribute depends on what your claim relates to. Also, you may need to pay contribute more than one excess.

Your current Certificate of Insurance shows the amount and types of excesses that apply to your policy.

### **When to pay your excess:**

If your need to pay an excess, we may:

- > require you to pay the excess to the repairer when you collect your car, or
- > deduct the excess from any amount we pay to you.

If we request you pay the excess, we will tell you who to pay an may require payment as part of the finalisation of your claim.

### **You do not need to pay an excess if:**

- > we are satisfied that a collision was not your fault and you can give us the full name and residential address of the person who was at fault and the registration number of their vehicle,
- > any damage to your car was not caused by another vehicle and we are satisfied that you are not at fault and you can give us the name and address of the person who is, or
- > your claim is for a first-time broken windscreen or glass in one period of insurance, and you have paid the additional premium for the Optional extra we referred to on page 26.

You will need to pay an excess in all other situations as we will not be able to recover the costs of the loss or damage to your car.



**For more information** about the excess that may apply to your policy and how we work out your premium, see our Car Insurance Premium, Excess & Discounts (PED) Guide. To get a copy of our Car Insurance PED Guide free of charge visit [coles.com.au/insurance-information](https://coles.com.au/insurance-information)

## Recovery actions

### What we can do

When you make a claim under your policy, you agree that we may:

- > take over and conduct in your name the defence or settlement of any claim against you and we'll have sole discretion in how the defence is conducted or a claim is settled,
- > proceed and recover in your name against any party responsible for the loss or damage or liability and you must not do anything which limits our right to do so, and
- > represent you at an inquest or official enquiry.

You must not do anything that prevents us from doing any of these things and you must give us information and cooperation that we reasonably require. See page 36 'Help us manage your claim'.

### What you can do

You can only take a recovery action in relation to any loss, damage or liability relating to a matter under this policy if we agree in writing to this. We may not provide consent and we may impose conditions on that consent.

If we don't provide consent, we can at any time take over conduct of, or require you cease, any recovery action taken by you.

## Some examples of how we pay claims:

In this section, we outline examples of how we may pay some claims. These examples are illustrative only and any amount we pay for your claim depends on the details that apply to your situation.

### Example 1: Repairing your car - Age excess applies

A car that is insured for Comprehensive cover is damaged in an accident whilst being driven by a 20-year old driver, who is determined to be at fault. The policy has the Cover for drivers under 25 years old Optional extra, added.

The nominated excess is \$850 and the age excess is \$800, so total excess payable by you is \$1,650.

#### Steps of the claim:

After contacting us to lodge the claim, we ask you to take your car to our preferred repairer and we assess the cost of repairs to be \$4,000 (inclusive of GST).

Our preferred repairer fixes your car and we advise that you need to pay your total excess of \$1,650 directly to the repairer when you collect your car. We settle the balance of the repair costs directly with the repairer.

### Example 2: Your liability (cost) to a third-party when you have Comprehensive cover

A car that is insured for Comprehensive cover is damaged in an accident, whilst being driven by a 42-year old driver, who is determined to be at fault.

The nominated excess is \$2,100 and there is no age or inexperienced excess applicable.

#### Steps of the claim:

After contacting us to lodge the claim, we ask you to take your car to our preferred repairer and we assess the cost of repairs to be \$3,000 (inclusive of GST).

Our preferred repairer fixes your car and we advise that you need to pay your total excess of \$2,100 directly to the repairer when you collect your car.

We settle the balance of the repair costs directly with the repairer.

The other party's insurance company contacts us and we assess the claim and pay them the appropriate value to cover damage to their car.

### **Example 3: Your car is a total loss when you have Comprehensive cover**

A car that is insured for Comprehensive cover is damaged in an accident whilst being driven by a 52-year old driver, who is determined to be at fault.

We determine the car's market value at the time of the accident is \$25,000. The nominated excess is \$1,100 and there is no age or inexperienced excess applicable. The policy premium has been paid annually. The car has \$500 worth of unexpired registration remaining.

#### **Steps of the claim:**

After contacting us to lodge the claim, we ask you to take your car to our preferred repairer. We assess your car and find that your car has sustained unreparable damage and our assessor deems it a total loss.

We calculate a settlement payment of the total loss as below:

- > \$25,000 (your cars' fair market value at the time of the accident),
- > less the nominated excess of \$1,100 (The total excess you are required to pay towards the claim),
- > less the unexpired registration of \$500\*.
- > We provide you a settlement payment of the amount \$23,400.
- > We will give you a total loss settlement letter so that you can contact your Road Traffic Authority and/or CTP provider and request a refund of the unexpired registration (\*except if you are registered in QLD where we can claim on your behalf).
- > We retain the salvage vehicle and your policy is cancelled as a total loss.

There isn't any refund of policy premium (and if the policy was paid monthly, we will make an adjustment of the remaining premium instalments due to us in the settlement payment).









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