# COMPREHENSIVE CAR INSURANCE

## PRODUCT DISCLOSURE STATEMENT



LUCKY YOU'RE WITH AAMI

# Welcome and thank you for choosing AAMI

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It is really important to read it carefully before you decide whether or not our cover is right for you.

## By choosing AAMI you can:



Manage your policy using our AAMI App or online




Make a claim 24/7 by calling 13 22 44, using our AAMI App or online



Call 13 22 44 or chat online with the AAMI Virtual Assistant for extra support

The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure Statement (SPDS) which we will give to you.

PDS preparation date 18/09/20

# Key information about AAMI Comprehensive Car Insurance



## Type of insurance

This policy provides comprehensive cover for your car.



## What we pay

The most we will pay for any one incident is the amount covered for your car as shown on your certificate of insurance, unless we say otherwise in your policy.

We will also pay:

- Up to **$20 million** for damage to other people's property for all claims from any one incident for legal liability covered by this policy.
- Up to the limits outlined under the relevant Additional and Optional covers.



## What we cover

Accidental loss or damage to your car during the period of insurance. Examples include hail, storm (including cyclone), fire, theft and collision.

We also cover your legal liability for damage to other people's property arising from the use of your car.



This is a summary only. Like all policies, there are conditions, limits and exclusions that apply so you need to read your policy carefully.



## Additional cover that comes with your policy

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 29 for more information.



## Optional cover you can pay extra for

There are some optional covers that you have to pay extra for. If an optional cover applies to your policy it is shown on your certificate of insurance. See section 6 'Optional cover you can pay extra for' on page 41 for more information.

## Summary of your cover

Limits, conditions and exclusions apply. Read your policy for full details.


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## What to do

**We understand that experiencing loss or damage or having a claim made against you can be stressful**

**Here's what to do:**



### Step 1

Make sure everyone is safe.
For emergencies, call 000.



### Step 2

Try to prevent further loss, damage or liability (e.g. move your car off the road and put on your hazard lights).



### Step 3

Report the incident to the police.

If someone is injured or has stolen, attempted to steal or maliciously damaged your car, call the police as soon as possible and record the time, date, report number and the name of the recording officer.



### Step 4

Where possible, collect details of all drivers, passengers and witnesses including their full names, addresses and contact numbers. If another car is involved, record its registration number and the driver's name and address. Do not admit fault to anyone.



### Step 5

Contact us as soon as possible by calling 13 22 44, using our AAMI App or online. If towing is required, we will help arrange the towing of your car.

When you contact us, describe details of the incident to assist with lodging your claim. If the damage was caused by another person, provide us their name and address and the vehicle's registration number.

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**Motor Vehicle Insurance and Repair Industry Code of Conduct**
In line with our requirements under this code on our repair process see 'Your repair (We choose the repairer)' on page 48 and 'Our parts policy for authorised repairs' on page 49.

In this PDS you will be referred to the Car Insurance Additional Information Guide. This guide is available at aami.com.au and contains further information about premiums, excesses, rewards and discounts. Please contact us for a free copy.

Some words in this policy have special meanings. Most of the words with special meanings are defined in section 11 'Words with special meanings' on page 71.

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# Important things to know upfront 1

Before we get into the specifics of your policy there are important things to know upfront. This includes information about your contract with us, communicating with you electronically, information about your cooling off period, your responsibilities, when you must contact us about changes and the excesses that apply when you make a claim.

## Our agreement with you

If you buy this product from us, your contract of insurance is made up of your certificate of insurance, this PDS and any SPDS that we have given you.

## Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

## Cooling off period

You can contact us to return the policy within **21** days from the start date of your policy (including on renewal).

This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up to the date and time of cancellation. For more information see 'What happens with cancellations' on page 66.

## There are limits to what we will pay and some things that we don't cover

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 17 to 24. There are also specific things we don't cover explained in sections 4 to 6 on pages 25 to 44 which are particular to the cover provided under your policy.

In this PDS we use ✓ and ✗ icons to help describe what's covered and what's not covered.

## Extra Support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

## Your responsibilities

- take steps to prevent loss or damage, for example:
  - move your car away from rising waters including tides;
  - do not drive into water;
  - do not leave car keys in the car while your car is unattended or not secure;
  - accompany anyone test driving your car when it's up for sale.
- keep your car well maintained and in a good, safe and roadworthy condition (e.g. replace worn out tyres, replace worn brakes and defective lights, fix paint including clear coats, repair major rust, repair worn upholstery and repair major scratches or dents, fix mechanical and electrical problems);
- follow all the terms, conditions and responsibilities set out in your policy;
- provide honest and complete information for any claim, statement or document supplied to us;
- do not behave in a way that is abusive, dangerous, hostile, improper, or threatening when engaging with us and our service providers.

## Not meeting your responsibilities

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

## When you need to contact us

During the period of insurance you must tell us as soon as possible if:

- you or anyone who is likely to drive your car has their driver licence cancelled, suspended, disqualified or restricted;
- you or any person who is likely to drive your car has been charged with or convicted of, a criminal act or offence;
- you have had another insurer cancel or decline an insurance policy, impose specific conditions on a policy or refuse a claim;
- any details on your certificate of insurance are no longer accurate and complete, including but not limited to your car (see 'When you replace your car' on page 12) or the address where you keep your car changes;
- the listed drivers of your car change;
- there are any changes to the physical condition of your car;
- you plan to, or have, added accessories or modifications to your car (see page 16);
- you no longer plan to use your car for private use only (see 'Private use' on page 73).

If you have not told us about any of the above matters having occurred in any other period of insurance when you held this policy with us, you must also tell us as soon as possible.

## What we will do when you contact us

When you tell us about any of the above matters an additional excess, additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it may mean we can no longer insure you and we will cancel your policy.

## If you do not contact us

If you do not contact us when you need to you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

## How to contact us



Call us on 13 22 44.

## If your contact details change

You must keep your contact details, including your Australian Mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

## When you replace your car

If you replace your car with another car, we will insure the replacement car, up to its market value on the same terms and for the same level of cover as the replaced car as if a reference to 'your car' in this PDS is to your replacement car.

Cover is provided from the date you bought the replacement car until you contact us to insure your replacement car, up to a maximum of **14** days.

We do not provide any cover under this policy for a replacement car outside the cover stated in this section 'When you replace your car'.

## Special conditions

We may apply special conditions on your policy that might exclude, restrict or extend cover. For example, we may not be able to cover certain drivers because of the type or value of car that is insured. Any imposed conditions will be listed on your certificate of insurance. It is important that you read your certificate of insurance carefully.

## Excesses that apply when you claim

### What is an excess?

An excess is the amount you pay towards the cost of your claim for each incident covered by your policy. The total excess you are required to pay is determined by the circumstances of your claim. You might have to pay more than one type of excess when you claim. The amount and types of excesses are shown on your certificate of insurance.

## Excess Type

| | |
|---|---|
| **Standard excess** | This excess applies to all claims unless your policy states no excess applies to your claim. |
| **AAMI Flexi-Premiums® excess** | An AAMI Flexi-Premiums® excess lowers your premium by increasing your policy's excess. This additional excess applies to all claims unless your policy states no excess applies to your claim. |
| **Age excess** | This excess applies if a driver under **25** years of age was driving, using or in charge of your car at the time of the incident. This excess is in addition to any other excess that applies. |
| **Driver history excess** | This excess applies if a listed driver who has had their licence cancelled, suspended, disqualified or restricted in the **3** years prior to the start of the period of insurance was driving, using or in charge of your car at the time of the incident. This excess is in addition to any other excess that applies. |
| **Inexperienced driver excess** | This excess applies if an inexperienced driver was driving, using or in charge of your car at the time of the incident. It also applies to learner drivers. This excess is in addition to any other excess that applies.<br><br>Note: An inexperienced driver is someone who is **25** years or over and has not held a driver licence specific to the car type for at least the past **2** consecutive years prior to the incident. |

For example: If the rear and front of your car have been damaged in two separate incidents, then you have to make **2** claims and pay the excesses that apply for each claim. If the rear and front of your car is damaged in the same incident, you make **1** claim and pay the excesses in relation to **1** claim only.

Refer to the Car Insurance Additional Information Guide for more information about excesses.

## How to pay your excess

You can choose from the following options to pay your excess:

- you can pay the excess(es) directly to us before we finalise your claim;
- the excess(es) can be deducted from the amount we pay you for your claim (if any);
- in some instances, the excess(es) can be paid to the appointed repairer or supplier; or
- in some instances, the excess(es) can be deducted from the amount we pay to another person for loss or damage to their property.

We will not cover any legal or other costs that arise because of any delay in paying the excess.

## When your excess will be waived



You pay the excess but if:

| 1 | + | 2 | + | 3 | = | |
|---|---|---|---|---|---|---|
| You or the driver didn't contribute to the accident (this means the other driver was entirely at fault). You may be able to show this by providing a police report, expert reports, statement from a witness or photographs. | | You supply the at-fault driver's name and address | | You supply the at fault vehicle's registration number | | You don't pay an excess |

If 1,2 and 3 are there, you don't pay an excess. If ANY are missing, you will pay an excess

If you cannot supply the at-fault driver's name, address and vehicle registration number it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.

# What we cover – the basics 2

This section describes the basics of what we cover.

## What we cover as your car

| | |
|---|---|
| **We cover** | We cover your car as described on your certificate of insurance. It includes the following that are fitted to your car:<br>• accessories; and<br>• modifications. |
| **We don't cover** | • fuel or lubricants;<br>• baby capsules and child seats (except to the extent they are covered under 'Baby capsules and child seats' see page 37);<br>• lost car keys. |

**What are accessories?**
An accessory is an addition to your car which does not enhance the performance or change the structure of the car.

**What are modifications?**
Modifications are alterations made to the manufacturer's standard body, engine, suspension, wheels or paintwork of your car which may affect its performance, value, safety or appearance.

## Who we cover

We cover you or anyone you authorise to drive your car, subject to the conditions and exclusions of your policy.

# Things we don't cover 3

There are some things we don't cover under your policy and we want to be upfront about this.

Remember, there are also specific things we don't cover in sections 4 to 6, on pages 25 to 44.

## You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

### Agreements you enter into

any agreement or contract you, or someone you authorised to drive or be in charge of your car, enters into accepting liability, but we will provide cover if the legal liability would have existed without that agreement or contract.

### Alcohol, drugs, medication

an incident occurring when your car is being driven by, or is in the charge of, anyone who:

- was under the influence of, or had their judgement affected by, any alcohol, drug or medication;
- had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis;
- refused to take a test for alcohol, drugs or medication.

But we will pay a claim:

- for you (but not the driver or person in charge of your car) if your car was stolen;
- if it can be demonstrated that the above alcohol/drugs/medication intake was not a contributing factor in the incident.

### Asbestos

asbestos, asbestos fibres or derivatives of asbestos of any kind.

### Biological, chemical, other pollutant or contaminant

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

## You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

### Condition of car

- any structural, mechanical, electrical or electronic failure or breakdown (except in the case of the specific roadside assist benefits provided under our optional AAMI Roadside Assist cover);
- any mould, mildew, wear, tear, rust, corrosion or depreciation;
- your car if it was damaged, unsafe or un-roadworthy at the time of the incident.

### Confiscation or repossession

legal confiscation or repossession of your car or its contents.

### Dangerous goods

your car being used to illegally store or transport:

- substances that pollute or contaminate;
- dangerous or hazardous goods.

### Driving a damaged car

driving your car after it has been damaged in an incident, unless you were not aware this could lead to further damage to your car, or you are acting to prevent further loss or damage such as driving it from a busy motorway.

### Exceeding loading or passenger limits

your car when it is:

- carrying more passengers than the car was designed for, or more than the driver is permitted to carry by law;
- carrying any load which is not secured according to law, over the legal limit or more than what your car was designed to carry or tow.

## You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

### Extra costs or other losses following an incident covered by your policy

extra costs or losses (financial and non-financial loss) following an incident covered by your policy, including but not limited to:

- loss of income or wages;
- medical expenses;
- professional, expert, legal consulting or valuation costs unless you obtained our prior authority to incur these costs;
- your car's value (including its trade-in or resale value) is less after being repaired;
- costs, including the cost of your time, to prove your loss or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- travel costs, but we will cover travel costs covered under the 'Transport cover' (see page 30);
- cleaning costs but we will cover cleaning costs covered under 'Third Party Property Damage cover' (see page 27).

### Hire, fare, reward or courtesy car

your car being used for hire, fare or monetary reward or as a courtesy car but we will provide cover if your car is:

- being used for ridesharing activities;
- being used in a car pool or child care arrangement.

### Incorrect fuel usage

loss or damage to your car (including damage to your car's engine or fuel system) caused by the incorrect type of fuel being used.

### Intentional or deliberate acts

an intentional or deliberate act by:

- you or a member of your family;
- a person who shares ownership of your car;
- a person acting with your encouragement, assistance or express or implied consent;
- a person authorised by you to operate your car.

### Loss or damage outside Australia

loss or damage that occurs outside Australia.

## You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

### Motor sports or similar activities

your car being used:

- in, or being tested in preparation for, a race, contest, trial, test, hill climb or any motor sport;
- on a competition race track, competition circuit, competition course or competition arena unless your car is being driven as part of a driver education course that does not involve speeds in excess of **100**km/h or the timing of cars.

### Radioactivity/nuclear materials

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials;
- any looting or rioting following these incidents.

### Reckless acts

any reckless act by you, or by the driver of your car or any person acting with your encouragement, assistance or express or implied consent to the reckless act (such as street racing, burnouts, donuts, driving into water, illegally using a mobile phone, driving at excessive speed).

### Replacement of non-damaged parts

the replacement of non-damaged parts which includes items that are part of a whole set when the loss or damage occurred to only part of that set (such as alloy wheels and tyres).

### Revolution, war

- revolution, hostilities, war or other acts of foreign enemy, warlike activity (whether war is declared or not), military coup; or
- any looting or rioting following these incidents.

## You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

### Sale of your car

- loss (including theft) of your car (or the proceeds of sale) by a person authorised to offer your car for sale;
- loss (including theft) of your car (or the proceeds of sale) following a private sale transaction;
- loss of your car (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your car for sale.

### Sanctions

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

### Test drives

loss or damage to your car while it is being demonstrated for private sale but we will pay a claim if your car is being demonstrated for private sale and you or a listed driver are a passenger in your car.

### Tyres

damage to your car's tyres caused by braking, punctures, road cuts or bursting.

### Unattended car

theft or damage to your car if the car is left unattended, unlocked and with the keys left in the car.

### Unlawful purposes

your car being used for unlawful purposes (such as a criminal act) by you or for which you gave encouragement, assistance or consent (either expressly or impliedly).

## You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

### Unlicensed driving

your car being driven by, or is in the charge of someone who is not licensed, not correctly licensed or not complying with the conditions of their licence, but we will pay a claim for you (but not the driver or person in charge of your car) if you:

- were not the driver or person in charge of your car at the time of the incident;
- did not give encouragement, assistance or express or implied consent to the driving or the incident; and
- can establish that you did not know and could not have reasonably known of any of the above circumstances.

### Unregistered cars

your car being used at the time of an incident if it was unregistered, unless the loss, damage, cost or legal liability was not caused by or did not result from the car being unregistered.

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# What we cover - the details 4

In this section, we tell you about our cover for loss or damage to your car and cover for damage to other people's property.



## Accidental loss or damage cover

| | |
|---|---|
| **We cover** | We cover accidental loss or damage to your car caused by an incident in the period of insurance.<br>Examples of accidental loss or damage cover include hail, storm (including cyclone), flood, fire, theft or attempted theft, malicious damage or vandalism, collision and impact. |
| **We don't cover** | We don't cover anything in section 3 'Things we don't cover', see pages 17 to 24.<br>There are also things that we don't cover set out in section 5 and 6 on pages 29 to 44. |
| **Limit** | The most we will pay for any one incident is the amount covered for your car as shown on your certificate of insurance unless we say otherwise in your policy (e.g. if you're eligible for 'New car after a total loss for cars less than **2** years old' on page 32 we will settle your claim in accordance with that additional cover). |

For examples of how we settle car claims see section 8 'How we settle claims – some examples' on page 55.

## Third Party Property Damage cover

**We cover**

We will cover you or anyone you authorise to drive your car for legal liability to pay compensation for loss or damage to another person's car or property (not yours), where the loss or damage:

- results from an incident occurring in the period of insurance; and
- is caused by the use of your car.

This cover is extended to your employer, principal or business partner when they incur a legal liability because you were driving your car in connection with your occupation.

For the purposes of this legal liability cover, loss or damage caused by the use of your car extends to damage to another person's car or property (not yours) because a car collided with or tried to avoid colliding with:

- property falling from your car; or
- property being loaded or unloaded from your car.

If we cover your legal liability under this section, we will cover your legal liability for the cost of clean up by emergency services after the incident involving your car.

We will also cover you for associated legal costs. We need to first agree to pay the legal costs before they are covered.

**We don't cover**

We don't cover anything in section 3 'Things we don't cover' see pages 17 to 24.

There are also things that we don't cover set out in section 5 and 6 on pages 29 to 44.

**Limit**

The most we will pay for all claims from any one incident for legal liability covered by this policy is **$20 million**, including all associated legal costs.

Note: If we accept a claim for Third Party Property Damage you cannot also claim under additional cover 'Third Party Property Damage cover for caravans and trailers' for the same incident.

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# Additional cover that comes with your policy

# 5

When a claim for loss or damage to your car is covered, you may be entitled to the additional cover in this section. The limits shown are paid in addition to the amount covered. Some covers can also be claimed on separately to a claim for loss or damage to your car. All of the conditions of your policy and the 'Things we don't cover' in section 3 on pages 17 to 24 apply to the additional covers.

In some circumstances, we may provide an additional cover to you before your claim for loss or damage to your car is confirmed as covered under your policy. This does not mean that your claim has or will be covered or that your claim will be paid.

You can make a claim under 'Trailer cover' page 37, 'Substitute car' page 38 and 'Third Party Property Damage for caravans and trailers' page 39 independently of a claim for loss or damage to your car.



## Transport cover

**We cover**

When your car is damaged in an incident covered by your policy, we will cover your transport costs:

- from the scene of the incident to your destination if your car is not driveable;
- to and from the repairer of your car;
- to and from a hire car provider.

If you arrange your own transport which is covered under this cover you will need to:

- pay for the transport; and
- give us the tax invoice for reimbursement with your claim.

**Limit**

Up to a total of **$250** per claim for any one incident.

## Towing and storage costs

**We cover**

When your car is damaged in an incident covered by your policy and it is not roadworthy or safe to drive or needs to be held in storage, we cover the reasonable cost of:

- one tow to get your car from the scene of the incident to:
  - our nearest repairer; or
  - another location nominated or agreed by us;
- storing your car.

**We don't cover**

Storage costs for any period before your claim is lodged (unless you were not in a position to lodge the claim around the time of the incident) or after your claim is settled or declined.

**Limit**

One tow from the scene of the incident for any one claim.

If you authorise the tow on our behalf, you need to provide us with all invoices and receipts.

## New car after a total loss for cars less than 2 years old

**We cover**

If your car has been stolen or damaged in an incident covered by your policy and your claim is accepted as a total loss, we will replace your car, if:

- you are the first registered owner of your car or you purchased your car as an 'ex demonstration' model from a licensed motor dealer who was the first registered owner of the car; and
- the loss or damage to your car occurred less than **2** years from the date of original registration of your car; and
- anyone who financed your car provides us with written consent to us replacing your car.

We will:

- replace your car with a new car of the same make, model and series to your car provided a new car is available within **90** days of us deciding your car is a total loss; or
- if one is not available within that time, provide you with a new car that is available within the time stated above and which is a similar make or model to your car (including similar accessories, modifications, tools and spare parts); and
- pay for the initial registration, compulsory third party/motor accident injuries insurance, delivery charges and stamp duty costs for the new car.

Your policy will continue until its expiry date.

**We don't cover**

The cost of replacing or purchasing an extended warranty.

If under the 'New car after a total loss for cars less than 2 years old' additional cover:

- you choose not to accept a replacement car; or
- an agreement cannot be reached between us on a replacement car; or
- a replacement car cannot be supplied within the conditions listed above,

we will pay you the amount covered shown on your certificate of insurance, less applicable deductions (see page 51). All cover under your policy stops and your policy comes to an end. There is no refund of the premium.



## Hire car after theft up to 21 days

**We cover**

After theft of your car that is covered by your policy, we will arrange and pay the reasonable cost of a hire car that meets your transport needs, using our provider (but only if our provider has a car available, and is within a reasonable distance of your location).

If there is no hire car that meets your transport needs available from one of our providers within a reasonable distance of your location, then we will pay you the reasonable cost you incur:

- in hiring a hire car that meets your transport needs; or
- in arranging alternative transport.

**Limit**

Up to **21** days. The cover stops before the **21** day limit when:

- your car is returned undamaged;
- we repair your car and return it to you; or
- we settle your claim.

Note: You must not arrange your own hire car unless you obtain our prior consent. If you do, then we may not pay for the full hire car costs if they are not reasonable or are not covered by this cover.

The benefits of this cover are subject to 'Hire car conditions' on page 35.

## Hire car after a not at fault incident

**We cover**

If your car is damaged in an incident covered by your policy, where:

- it cannot be safely driven or is in for repairs; and
- you or the driver of your car were not at fault for the incident; and
- you can give us the name and address of the person at fault and the registration number of the at fault vehicle involved,

we will arrange and pay the reasonable cost of a hire car that meets your transport needs, using our provider (but only if our provider has a car available, and is within a reasonable distance of your location).

If there is no hire car that meets your transport needs available from one of our providers within a reasonable distance of your location, then we will pay you the reasonable cost you incur:

- in hiring a hire car that meets your transport needs; or
- in arranging alternative transport.

**We don't cover**

Any hire car costs following damage to your car if you cannot provide the name and address of the person at fault and the registration number of the at fault vehicle involved.

**Limit**

The cover stops when:

- we repair your car and return it to you; or
- we settle your claim.

Note: You must not arrange your own hire car unless you obtain our prior consent. If you do, then we may not pay for the full hire car costs if they are not reasonable or are not covered by this cover.

The benefits of this cover are subject to 'Hire car conditions' on page 35.

## This section applies to your hire car

**Insurance for your hire car**

After arranging a hire car for you with our provider, we will cover accidental loss or damage to the hire car under this policy during the covered hire period as if the definition of 'car' in the policy had been extended to include the hire car. However, cover for loss or damage to the hire car is limited to the market value of the hire car.

**Hire car conditions**

Where you are making a claim under any hire car benefit in your policy you:

- may be required to enter into a hire agreement with the hire car provider;
- are required to collect the hire car from and return it to the place nominated by us or the hire car provider;
- may not be able to use the hire car for ridesharing activities;
- are responsible for all running costs and extras of the hire car, including paying the deposit, security bond, fuel and any upgrade costs;
- agree and authorise us to lodge a claim on your policy in the event that the hire car is lost or damaged whilst on hire to you and we insure you pursuant to the cover provided under 'Insurance for your hire car';
- are responsible for arranging and paying all hire car costs for any period you continue to use the hire car beyond the covered hire period; and
- are required to refund to us any costs (including any insurance costs) we incur for the hire car, if you withdraw your claim or we refuse to accept it.

## After claim expenses

**We cover**

When your car is stolen or damaged in an incident covered by your policy, we also cover:

- reasonable costs for emergency repairs to make your car roadworthy or safe in order to get your car to your destination (e.g. to a repairer or to your home);
- reasonable costs for emergency accommodation if your car is not roadworthy or safe to drive and you are more than **100**km from your home;
- accidental loss or damage to your personal property (e.g. clothing, electronic and telecommunication devices) in the car at the time of the incident.

**We don't cover**

- cash, smartcards, phone cards, documents able to be cashed or traded, vouchers, tickets or money orders;
- tools (other than those supplied as standard by the car manufacturer or similar replacements);
- items used for business, trade or profession;
- any personal property that is not owned by you.

**Limit**

Up to a total of **$1,000** for any one incident.

You need to provide us with all invoices and receipts.

## Baby capsules and child seats

**We cover**

If your car has been stolen or damaged in an incident covered by your policy, we will cover the reasonable cost of replacing the baby capsules and/or child seats stolen or damaged in the incident.

**Limit**

Up to **$500** per item for any one incident.

## Trailer cover

**We cover**

We cover accidental loss or damage to your trailer caused by an incident in the period of insurance when your trailer:

- is attached to your car; or
- runs out of control after separating from your car while your car is moving.

Note: You can make a claim under this cover independently of a claim for loss or damage to your car.

**We don't cover**

Your trailer if it was damaged, unsafe or unroadworthy before the incident.

**Limit**

Up to a total of **$1,000** for any one incident.

## Substitute car

**We cover**

If your car cannot be driven (e.g. it is being serviced or repaired), we will cover you for legal liability to pay compensation for loss or damage to another person's car or property (not yours) where the loss or damage is caused by your use of the substitute car in the period of insurance.

We will also cover you for associated legal costs. We need to first agree to pay the legal costs before they are covered.

Note: You can make a claim under this cover independently of a claim for loss or damage to your car.

**We don't cover**

- use of any hire car;
- any claim if you do not have legal use of the substitute car;
- any claim if the substitute car belongs to you;
- loss or damage to the substitute car.

**Limit**

**14** days from the day your car was not drivable, or until it is drivable, whichever is earlier.

The most we will pay for all claims arising from any one incident is **$20 million** including associated legal costs.

## Third Party Property Damage cover for caravans and trailers

**We cover**

When your car is towing a caravan or trailer in the period of insurance and loss or damage is caused to another person's vehicle or property as a result of:

- the actions of your caravan or trailer;
- your caravan or trailer running out of control after separating from your car while your car is moving;
- another vehicle colliding with or trying to avoid colliding with:
  - property falling from your caravan or trailer while it is being towed by your car;
  - property being loaded or unloaded from your caravan or trailer attached to your car,

then we cover the amount you are legally liable to pay another person to compensate them for loss or damage to their vehicle or property.

We will also cover you for associated legal costs. We need to first agree to pay the legal costs before they are covered.

Note: You can make a claim under this cover independently of a claim for loss or damage to your car.

**We don't cover**

- damage to the caravan or trailer being towed;
- damage to the actual property that falls or is being loaded or unloaded from your caravan or trailer.

**Limit**

The most we will pay for all claims from any one incident for legal liability covered by this policy is **$20 million**, including all associated legal costs.

If you claim under this cover, you cannot claim under 'Third Party Property Damage' cover on page 27 for the same incident.

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# Optional cover that you can pay extra for

# 6

Some covers you can purchase as an extra on your policy. If an optional cover applies to your policy it will be shown on your certificate of insurance. All of the conditions of your policy and the 'Things we don't cover' in section 3 on pages 17 to 24 apply to the optional covers.

## Hire car after an event for unlimited days

**We cover**

After an incident covered by your policy, if your car is damaged and cannot be safely driven, is being repaired or has been stolen, we will arrange and pay the reasonable cost of a hire car that is a similar make or model to your car (or if a similar make or model is not available an alternative equivalent car) using our provider (but only if our provider has a car available, and is within a reasonable distance of your location).

If there are no hire cars available from one of our providers within a reasonable distance of your location, then we will pay you the cost you incur:

- in hiring a hire car that is a similar make and model to your vehicle; or
- in making alternative travel arrangements.

**Limit**

The most we will pay for any one incident is **$90** per day. The cover stops the day:

- your car is returned undamaged;
- we repair your car and return it to you;
- we settle your claim.

The benefits under this cover are subject to 'This section applies to your hire car' on page 35.

## Windscreen and window glass cover

**We cover**

When the only damage to your car following an incident in the period of insurance is to the windscreen or window glass (including sun roof), we cover the reasonable cost to repair or replace windscreen or window glass (including sun roof) without you having to pay an excess.

**Limit**

One excess free claim only in the period of insurance.

Where the damage is a chipped windscreen that has not cracked, and can be safely repaired, we will cover the cost of one repair without you having to pay an excess or losing your one excess free claim under 'Windscreen and window glass' cover.

## AAMI Roadside Assist

**We cover**

AAMI Roadside Assist is a dedicated emergency roadside assistance service for your car. It is provided by a leading emergency assistance provider and is additionally subject to the AAMI Roadside Assist Terms and Conditions. This service offers **24** hour roadside assistance Australia-wide.

AAMI Roadside Assist helps you with:

- changing a flat tyre;
- towing your car to an accredited repairer;
- jump starting or charging a flat battery;
- emergency fuel delivery;
- lost or locked keys, by spare key delivery or locksmith attendance.

**We don't cover**

There are some things that are not covered. Please read the AAMI Roadside Assist Terms and Conditions for the terms, including the limitations and exclusions, that apply to this optional cover. They are available at aami.com.au and are also provided on purchase of this optional cover. You can use AAMI Roadside Assist without making a claim on this policy.

Conditions and limits apply, including fuel value, towing distance and key assistance limits. Replacement battery cost is additional.

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# Making a claim 7

We want to be there for you in your times of need. In this section we set out how we help you when you make a claim.

# Making a claim

## What you must do

- talk to or meet with any experts we choose, such as a claims assessor, investigator or repairer;
- assist us in handling your claim. This can include agreeing to be interviewed and/or providing relevant documents we ask for (e.g. proof of ownership);
- either drive (if it is safe to do so) or let us move your car to one of our repair facilities, or another location nominated or agreed to by us, so we can assess the damage and progress your claim;
- for rectification work, take your car back to the original repairer to rectify the repairs;
- if your car is a total loss, allow us or a person nominated by us, to recover, salvage or take possession of your car.



In this 'Making a claim' section 'you' means you and, if you were not driving your car, you also means the driver of your car.

## What you must not do

- do not admit liability or responsibility to anyone or pay for any damage before contacting us;
- do not negotiate, pay or settle a claim with anyone else before contacting us;
- do not carry out or authorise any repairs without our consent, except for emergency repairs described in 'After claim expenses' on page 36;
- do not dispose of any damaged parts of your car or your property without our consent;
- do not accept payment from someone who admits fault for loss or damage to your car. Refer them to us instead.

## If you do not comply

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse to pay your claim and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

## If you have caused damage to other people's property

Tell us about any incident that has caused damage to other people's property. You must also tell us as soon as possible about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us. The quicker we receive these, the better placed we will be to protect your interests. If you do not tell us about any demands or forward any documentation from a third

party it could result in further costs. You will need to pay any further costs incurred as a result of your delay in forwarding documents or failing to tell us about demands you have received.

## If we decline a claim or do not pay a claim in full

When you contact us to make a claim we will assess your claim and we may need to undertake further investigation. If we decline your claim we will give you our reasons in writing.

## How to establish your loss

### Establish an incident took place

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

### Prove your loss or damage

You must also give us accurate and full details of the loss or damage and give us proof of value and ownership, if we ask.

Proof includes things like registration papers, sales receipts, service records, valuations, credit card statements, warranties or car log books. A statutory declaration is not of itself considered acceptable evidence of proof of ownership and value. If you are unable to substantiate your claim, we can reduce or refuse to pay your claim.

## How we settle your claim

If your claim for loss, theft or damage to your car is covered under your policy we will either:

- repair or replace the damaged parts of your car using one of our preferred repairers;
- pay you the amount of the assessed quote from our preferred repairer when our preferred repairer is able to complete the repair or replace the damaged parts of your car but you request a cash settlement;
- pay you the amount of the assessed quote from your repairer if one of our preferred repairers cannot complete the repair or replace the damaged parts of your car;
- settle your claim as a total loss, see page 51 for how we settle your claim as a total loss.

## For additional covers or optional covers

If we pay a claim or provide services under an additional cover or optional cover, we will settle your claim in accordance with that additional cover or optional cover.

## For a windscreen claim

If we pay a claim for damaged windscreen or window glass, we will either:

- choose to repair the damaged area; or
- choose to replace the damaged windscreen or window glass.

## Third Party Property Damage claims

You must provide us with assistance to help us when we take action in your name to defend a claim against you from the third party who alleges that you have caused damage to their property. This assistance may include:

- providing a more detailed version of events including completing a diagram of what occurred and a statement/affidavit;
- providing copies of any photographs or video of the accident available;
- lodging a police report (when we cannot lodge one);
- attending court (only if required).

For important information about how we settle claims see section 8 'How we settle claims – some examples' on pages 55 to 62.

## Your repairs (We choose the repairer)

We will arrange the repairs to your car with one of our preferred repairers:

- if your car is not safe to drive, we will arrange to move your car to one of our preferred repairers or another facility of our choice;
- if your car is safe to drive, we will arrange a time with you to bring your car into one of our preferred repairers or another facility of our choice;
- we obtain quotes from our preferred repairers (where required) and select the most appropriate quote;
- we authorise the repairs based on the most appropriate quote and manage the repair process with the repairer.

## If we don't authorise repairs

If we pay you the amount of the assessed quote we don't authorise repairs.

You will not be entitled to the lifetime guarantee on repairs that we do not authorise.

**AAMI Lifetime Repair Guarantee**

The quality of the workmanship and the materials authorised by AAMI in the repair of your car will be guaranteed for its life. The parts used in the repair of your car will be of the same type as those explained on these pages.

If you are concerned about the quality of the repair of your car, you must call us on 13 22 44 and you must make your car available to us. You must not authorise rectification work without our written authority. We will inspect the repair and arrange any necessary rectification work

## Our parts policy for authorised repairs

When we authorise repairs to your car we will:

- ensure the repair work is properly carried out;
- use new parts or, where available, quality reusable parts.

Parts used will:

- not void the warranty provided by the car manufacturer;
- comply with the car manufacturer's specifications and applicable Australian Design Rules;
- be consistent with the age and condition of the car;
- preserve or improve the safety and structural integrity of the car.

However, the following conditions also apply:

## Glass repairs

Where available we will use aftermarket parts for windscreens and window glass (including sun roof) and repairs will meet Australian Design Rules.

## Radiators and Air Conditioning

Where available we will use aftermarket parts for radiators and air conditioning.

## Unavailable parts

Where a damaged part is no longer available, we will pay you the last known market price of that part.

We are not responsible for costs which occur because of delays in delivery of parts. If a part is unavailable in Australia we will pay the cost of surface freight (not airfreight) from the nearest reasonable source of supply. We will not pay for any additional hire car costs (beyond the cover provided by 'Hire car after theft up to **21** days', see page 33) due to the delays in the delivery of parts.

## Car identification

Where your car's identification, such as its compliance, build or VIN plate or label, has been damaged, we will try to source a replacement from its manufacturer. If we cannot source it for you, we will attempt to obtain a letter from the manufacturer to confirm your car's identity and that its original identification has been damaged. We will still repair your car without replacing any damaged identification, unless an alternative form of identification is required by law.

## Sub-contracting repairs

We may sub-contract, and any repairer we authorise to repair your car may sub-contract, some of the repairs. We require our sub-contractors to abide by the same service standards we uphold.

## Non-damaged parts

We are not responsible for the costs to replace the parts of a whole 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.

## When we repair your car, we will not:

- repair or pay to repair your car to a better standard, specification or quality existing before the loss or damage;
- fix or pay to fix a fault or defect in your car or fix or pay to fix faulty repairs other than to the extent we are responsible for repairs we authorised;
- repair or pay for repairing pre-existing damage. See 'Contribution to repairs' below.

## Contribution to repairs

There may be instances where we are unable to carry out accepted repairs due to pre-existing damage to your car. Examples of this include neglect, wear and tear, weathering, rust, mould, mildew or corrosion. In these instances, we will ask you to pay for the cost of repairing the pre-existing damage so that repairs covered by this policy can be carried out safely.

If you do not want to pay these amounts, we will pay you the amount of the assessed quote from our preferred repairer for the repairs directly related to the accepted claim.

# If your car has been stolen

If your car is found within **14** days of it being stolen and is damaged, follow the process of 'Your repairs (We choose the repairer)' (see page 48). You may be entitled to a hire car for up to **21** days under the 'Hire car after theft up to **21** days' (see page

33) and for unlimited days if you have purchased the optional cover 'Hire car after an event for unlimited days' (see page 42).

If your car is not found within **14** days after being stolen, and we accept your claim for theft of your car, your car becomes a total loss (see below).

## If your car is a total loss

Your car becomes a total loss if:

- it is stolen and unrecovered after **14** days and we accept your claim for theft of your car; or
- it is uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the amount covered by your policy.

We will also have regard to the law in relation to what is considered a write off that applies in your State or Territory when determining when a car is to be written off.

For cars where the 'New car after a total loss for cars less than **2** years old' additional cover applies, see page 32. For all other cars we will pay you the amount covered shown on your certificate of insurance less any deductions that apply.

### Deductions from your total loss claim

When we pay you for a total loss claim we will deduct the following where applicable, from the amount we pay you:

- excesses;
- unpaid premium including any unpaid instalments for the period of insurance;
- any unused registration and compulsory third party/motor accident injuries insurance (unless we decide to collect this from the relevant authority or insurer, in which case you must help us if we ask);
- any input tax credit entitlement, see page 65;
- our estimate of the salvage value;
- any excesses arising from a claim for damage to the hire car (see 'Hire car conditions' page 35).

Where we provide you with a new car you will have to pay us any of the above applicable deductions.

### Cars under finance

When we pay you for a total loss claim, if a credit provider has a financial interest in your car then we will pay them what they are entitled to (up to the value of your claim) and pay you any balance. If the credit provider requests to retain the salvage we will settle them less the salvage value amount.

### We own the car salvage

When we replace your car or pay you for the total loss, your car salvage becomes our property.

If a credit provider is entitled to the salvage of your car, then we will deduct our estimate of the salvage value of your car, from any amount we pay.

## After we pay your claim

### Does your claim affect your cover?

If we replace your car, repair your car or pay you the cost of repairs, your policy continues for the period of insurance. However, if we pay you the cost of repairs and you do not undertake such repairs, it may lead us to reduce or refuse to pay a future claim and/or cancel your policy.

If your car is a total loss and you are not entitled to a new replacement car (see 'New car after a total loss for cars less than **2** years old' additional cover on page 32), all cover under your policy stops and your policy comes to an end. There is no refund of the premium.

### Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

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# How we settle claims – some examples 8

These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are shown in Australian dollars and are GST inclusive;
- all examples assume you are not registered for GST; and
- the excess amounts stated are examples only and may be different to your excess(es). Refer to your certificate of insurance.

## Example 1 – Total loss

Your car is 5 years old and insured for an amount covered of $14,000. Your standard excess is $650 and you have not chosen an AAMI Flexi-Premiums® excess. Your car is damaged by hail and we assess that the cost of repairs to your car will be $12,600. Based on the amount covered, what it would cost to repair your car and its salvage value, it is uneconomical to repair your car and your car is a total loss. As your car is more than 2 years old the 'New car after a total loss for cars less than 2 years old' additional cover does not apply to you.

| Your claim | | Additional information |
|---|---|---|
| Amount covered | $14,000 | When your car is damaged accidentally, it is a total loss when it is uneconomical or unsafe to repair. |
| Less excess payable | -$650 | As your car has been damaged by hail the standard excess applies. In this example, this amount is deducted from the amount we pay you. |
| Less unexpired registration and CTP/MAI insurance | -$250 | You can collect a refund from your state or territory roads authority. If instead we decide to collect the refund from the relevant authority or insurer ourselves, this amount will not be deducted from your claim. |
| Claim so far | $13,100 | We would normally pay this directly to you. If a credit provider has a financial interest in your car then we would normally pay your credit provider what they are owed first and pay any balance to you. |
| If your insurance was paid through instalments of $60 per month and there are four remaining monthly payments in the period of insurance when your car is damaged: | | |
| Less outstanding premium | -$240 | The 4 x $60 monthly repayments become due when your car is a total loss. We normally deduct this from the amount we pay to you. |
| **Total claim** | **$12,860** | |

There is no refund of the premium. All cover on your car stops, and your policy comes to an end. The salvage becomes our property and we keep the proceeds of its sale. This does not affect the amount we pay you.

## Example 2 – New car after a total loss for cars less than 2 years old

Your car is insured for an amount covered of $29,800. Your standard excess is $650 and you have not chosen an AAMI Flexi-Premiums® excess. Your car is damaged by fire and it is a total loss. Your car is less than 2 years old and you qualify for the 'New car after a total loss for cars less than 2 years old' additional cover (see page 32 for details). The cost to replace your car with a new one of the same make, model and series to your car, including all on road costs, is $31,300.

| Your claim | | Additional information |
|---|---|---|
| Cost to replace your car including on road costs | $31,300 | We pay $31,300 because your car is less than 2 years old and you qualify for the 'New car after a total loss for cars less than 2 years old' additional cover (see page 32 for details) and you decide you would like to use this cover. We pay the car dealership directly for the new car. |
| 2 Child seats | +$800 | Your policy has cover for child seats up to $500 each. You will be covered for the cost to replace these seats. |
| Less excess payable | -$650 | As your car was damaged by fire the standard excess applies. In this example, you pay your excess directly to us. |
| Less unexpired registration and CTP/MAI insurance | -$250 | You can collect a refund from your state or territory roads authority. If instead we decide to collect the refund from the relevant authority or insurer ourselves, this amount will not be deducted from your claim. |
| Plus towing costs | +$300 | We arranged for your car to be towed to our closest preferred repairer or another facility of our choice as it was not able to be driven (see page 31 for details on towing costs). The towing company has invoiced us. We will pay the towing company. |
| **Total claim** | **$31,500** | |

Your policy will continue to its expiry date. The salvage becomes our property and we keep the proceeds of its sale. This does not affect how much we pay. If instead you elect not to receive a new car or we cannot agree on the replacement car, we will pay you the amount covered on your certificate of insurance, less applicable deductions (see page 51 for details), and your policy comes to an end.

## Example 3 – Partial loss

Your car is insured for an amount covered of $12,700 and you have the 'Hire car after an event for unlimited days' option (see page 42 for details). Your standard excess is $650 and you have selected an AAMI Flexi-Premiums® excess of $1,000. During a storm a tree branch has fallen and damaged your car. Your car is still safe to drive and the repairs to your car will cost $6,000. We estimate it will take nine days to repair.

| Your claim | | Additional information |
|---|---|---|
| Damage to car | $6,000 | Your car is repairable. |
| Less total excess payable | -$1,650 | Both your standard excess and your AAMI Flexi-Premiums® excess apply. In this example, you pay your excess directly to us. |
| Claim so far | $4,350 | |
| We have arranged for you to use a hire car of a similar make and model as your car whilst yours is being repaired. | | |
| Plus hire car costs | +$450 | It has taken nine days for the car to be repaired and returned to you. The hire car provider has invoiced us. The cost is $50 per day for nine days. We will pay the hire car provider. |
| **Total claim** | **$4,800** | |

## Example 4 – Windscreen and window glass optional cover

Your car is insured for an amount covered of $35,000 and you have the 'Windscreen and window glass cover' option (see page 42 for details) shown on your certificate of insurance. Your windscreen has been damaged by a stone from loose gravel whilst you were four wheel driving and needs to be replaced. This is your first 'windscreen and window glass cover' claim in the current period of insurance. It will cost $350 to replace the windscreen.

| Your claim | | Additional information |
|---|---|---|
| Replacement windscreen | $350 | The windscreen provider has invoiced us. We will pay the windscreen provider. |
| Less excess payable | -$0 | No excess applies when you have the 'Windscreen and window glass cover' option and this is your first 'windscreen and window glass cover' claim within the period of insurance. |
| Total claim | $350 | |

## Example 5 – Not at fault incident

Your car is insured for the amount covered of $25,600. Your standard excess is $650 and you have not chosen an AAMI Flexi-Premiums® excess. Your car is hit in the rear whilst stopped at a red traffic light and you have provided the name and address of the driver at fault and the registration number of the at fault vehicle involved in the incident. The other driver was at fault. You are eligible for 'Hire car after a not at fault incident' additional cover (see page 34).

| Your claim | | Additional information |
|---|---|---|
| Damage to your car | $7,500 | Your car is repairable. |
| Less excess payable | -$0 | Your excess is waived because you have provided the name and address of the driver at fault and the registration of the at fault vehicle involved. The driver of the other vehicle was at fault. |
| Claim so far | $7,500 | |
| As you have provided the name and address of the driver at fault and the registration number of the at fault vehicle involved in the incident and you were not at fault, you qualify for the 'Hire car after a not at fault incident' (see page 34). | | |
| Plus hire car costs | $600 | You are entitled to a hire car that meets your transport needs for the time it takes to repair your car and return it to you. The cost is $75 per day for 8 days. The hire car provider has invoiced us. We will pay them directly. |
| **Total claim** | **$8,100** | |

## Example 6 – Third Party Property Damage

You are 23 years old and a listed driver on the policy. Your standard excess is $650 and your age excess as a listed driver is $400. You are involved in an accident where the bull bar of your car has caused damage to another car, but there is no damage to your car. It is determined that you are liable to pay the cost of repairs for the damage caused to the other car. The cost of repairs to the other car is $7,000.

| Your claim | | Additional information |
|---|---|---|
| Damage to other car | $7,000 | We normally pay the cost of repairs directly to the third party claimant or their insurer. |
| Plus towing and hire car | +$1,060 | The driver of the car you hit has claimed for towing of their vehicle and use of a hire car for 7 days. |
| Less excess payable | -$1,050 | As you are at fault the standard excess applies along with the age excess. In this example, you pay this excess directly to us. |
| **Total claim** | **$7,010** | |

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# Important things to know – our contract with you

# 9

In this section we set out more important information about your contract with us, including information about your premium (including paying your premium and what happens when your premium payment is late), how your policy operates and responds where there are joint policyholders, how the GST affects this insurance and what happens with cancellations.

## About your premium

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your certificate of insurance as the 'Total Amount Payable' or, if you pay by monthly instalments, as 'Instalment amount'.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and your car to calculate the premium.



Refer to the Car Insurance Additional Information Guide for more information.

## Paying your premium

You must pay the premium by the due date to get this insurance cover. We will tell you how much to pay and when payment is due on your certificate of insurance.

If we agree, you can pay the premium by instalments but it costs less to pay annually.

If you ask to pay the premium by debiting your account or card, we will automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

### Late annual renewal payments

If you do not pay the premium due on renewal by the due date, you have no cover from the due date.

### Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least **14** days advance notice; or
- without advance notice, once an instalment is **1** month (or more) overdue.

## Joint policyholders

When you insure your car in the names of more than one person, and all of those people are named insured on your certificate of insurance, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reasons for this is that these joint policyholders each have an interest or ownership in the car.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before you purchase this policy and during the period of insurance), as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate of insurance.

There are, however, some exceptions to this.

During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

## Conduct of others

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances. However, this does not apply if we are relying on the below exclusion to reduce or refuse a claim under your policy:

- Alcohol, drugs, medication (see page 18).

## How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

If your car is a total loss we will reduce any payment we make by an amount equal to your input tax credit entitlement, if any.

In all other circumstances our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

## What happens with cancellations

### Cancellation by you

You can cancel this policy at any time. For each car cover cancelled, you will be refunded the unexpired portion of the premium attributable to that car cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund due is less than **$10** (GST inclusive). If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

### Cancellation by us

We can cancel your policy where the law allows us to do so. For each car cover cancelled, you will be refunded the unexpired portion of the premium attributable to that car cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund due is less than **$10** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

# What to do if you have a complaint and other important information

# 10

We will always do our best to provide you the highest level of service but if you are not happy, here is what you can do.

# How to contact us with a complaint

## Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

**By phone:** 13 22 44

**By email:** aami@aami.com.au

Complaints can usually be resolved on the spot or within **5** business days.

## Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

**By phone:** 1300 240 437

**By email:** idr@aami.com.au

**In writing:** AAMI Customer Relations Team
PO Box 14180,
Melbourne City Mail Centre,
VIC 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

## How to contact us with a complaint (continued)

### Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

**By Phone:** 1800 931 678

**By Email:** info@afca.org.au

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

**By visiting:** www.afca.org.au

## General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website (insurancecouncil.com.au) or by phoning (02) 9253 5100.

## 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 communication.

We are a signatory to and support the code.

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## Report insurance fraud

Insurance Fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills;
- staged vehicle or home incidents;
- false or inflated home or vehicle claims;
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725. Let's work together to reduce the impact of insurance fraud on the community.

# Words with special meanings 11

Some words in this policy have a special meaning, it's important to read this section because it can impact how your policy is interpreted.

If a word does not have a special meaning then it just has its ordinary meaning

**Accessories**
see page 16.

**Aftermarket part**
means a vehicle part that is not sourced from the vehicle's manufacturer.

**Amount covered**
when used in relation to your car, it means the maximum amount we will pay for loss or damage to your car in any one incident, unless we say otherwise in your policy. It includes the value of any accessories and modifications that are fitted to your car, registration and compulsory third party/motor accident injuries insurance. Deductions may apply, see page 51 for amounts that are deducted on a total loss settlement. The amount covered is shown on your certificate of insurance or otherwise in this policy and includes GST.

**Assessed quote**
means an experienced motor vehicle assessor we appoint assesses the quote from our preferred repairer, or if our preferred repairer cannot complete the repairs, the quote we have asked you to obtain from your own repairer, to make sure it meets industry standards including appropriateness of materials, repair method, labour costs, material costs, safety and overall cost effectiveness of the repairs. The quote may be adjusted or reduced on the recommendation of the assessor. This assessed quote to repair or replace the damaged parts of your car may be less than what it would cost you to arrange the repairs with your own repairer, or equal to or less than the amount of repairs quoted by your repairer or that you have paid. We are able to secure supplier discounts from our preferred repairers.

**Car**
see page 16.

**Car Insurance Additional Information Guide**
see page 7.

**Certificate of insurance**
means the latest certificate of insurance, including the insurance account, we have given you. It is an important document as it shows the covers you have chosen and other policy details such as the premium that applies.

**Excess**
see page 12.

**Family**
means any of the following people if they normally live with you:

- spouse, partner or de facto;
- parents (including legal guardians), parents-in-law, grandparents;
- children, grandchildren, brothers and sisters, including their respective spouses, partner or de-facto;
- the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of a spouse, partner or de-facto; and
- people who provide care or services to you.

**Incident or event**
is a single event, accident or occurrence which you did not intend or expect to happen and that is not excluded by your policy. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

**Limit**

the most you can claim for any one incident. It includes or excludes GST depending on your Input Tax Credit entitlement (refer to section 'How the Goods and Services Tax (GST) affects this insurance' for further detail).

**Listed driver**
the person or people shown on your certificate of insurance as listed drivers.

**Loss or damage**
loss means physical loss and damage means physical damage, unless stated otherwise in your policy.

**Market value**
the amount that the market would pay for the car (or hire car). The market value of the car (or hire car) includes many factors such as age, make, model, kilometres travelled and general condition of the car (or hire car). We may use recognised industry publications to assist us in calculating the amount. Market value excludes costs of registration, compulsory third party/motor accident injuries insurance, stamp duty and transfer fees, dealer warranty costs and dealer delivery.

**Modifications**
see page 16.

**Period of insurance**
means when your policy starts to when it ends. It is shown on your certificate of insurance.

**Policy**
means your insurance contract. It consists of this PDS and any SPDS we have given you and your latest certificate of insurance.

**Private use**
means your car is not used in connection with earning any income. Travel to and from your place of work is private use.

**Total loss**
see page 51.

**Unattended**
means you are not capable of keeping your car under observation or observe an attempt to interfere with it.

**We, us, our and AAMI**
means AAI Limited ABN 48 005 297 807, trading as AAMI.

**You, your**
the person or people shown as the insured on your certificate of insurance.

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## We're here for you 7 days a week

### How to contact us



13 22 44



aami.com.au



PO Box 14180,
Melbourne City Mail Centre
Victoria 8001

This insurance is issued by AAI Limited
ABN 48 005 297 807
AFSL No. 230859 trading as AAMI

LUCKY YOU'RE WITH AAMI