



# THIRD PARTY PROPERTY DAMAGE CAR INSURANCE

Product Disclosure Statement



**AAMI**



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# Introduction

## Welcome to AAMI Third Party Property Damage Car Insurance

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### Why is this document important?

This Product Disclosure Statement (PDS) is an important legal document that contains details of your AAMI Third Party Property Damage Car Insurance if you purchase this product from us. Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your certificate of insurance which shows the details particular to you.

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by contacting us. We will give you a free paper copy of any updates if you request them.

In some circumstances the terms and conditions of this PDS may be amended by a Supplementary PDS (SPDS).

### PED Guide

Throughout this PDS you will be referred to a guide called: Premiums, Excesses, Discounts and Claim Payments Guide, indicated as 'Refer to the PED Guide for further information'. This guide will provide you with further information and is available at [aami.com.au](http://aami.com.au). You can also obtain a copy of this guide on request, at no charge, if you contact us.

### Communicating with you

We may agree to send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and policy communications will be provided to you in this way until you tell us otherwise or we tell you it is no longer suitable. If we agree to communicate with you electronically, you will need to provide us with your current email address and your mobile phone number.

Each electronic communication will be deemed to be received by you at the time it leaves our information system.

### Our commitment to you

When you are an AAMI policyholder and you need to claim on your policy, our claims service will be there to take your call.

## Cooling off period

After this insurance begins or you renew your policy for another period of insurance, you have **21** days to consider the information in your PDS. This is called the 'cooling off period'. If you wish, and provided you have not made a claim, you can exercise your cooling off rights within **21** days from the day cover began or was renewed. When you exercise your cooling off rights, we will refund in full the money you have paid for that period of insurance but you will have no cover from when your policy would have otherwise begun or from your renewal date.

Alternatively, you can cancel your policy at any time during the period of insurance. When you do this and unless we tell you otherwise, you will have cover up until the date of cancellation. For more information see 'Cancellation by you' on page 33.

## Who is this product designed for?

This insurance product is designed for owners of passenger cars (including 4WDs, utilities and vans) who use their car for one or more of the following uses:

**Private:** if not used in connection with earning an income, or if the only such use is driving to and from work and/or occasional use in connection with work or if used for volunteer work;

**Business:** if used in connection with an occupation or business in a way not listed above.

When you first take out a policy with us we will ask you how you use your car. Also, you must tell us if you change the use of your car while you hold a policy with us and when you renew your policy.

## Your duty of disclosure

You have a duty of disclosure to tell us everything you know, or could reasonably be expected to know, is relevant to our decision to insure anyone under the policy, including you, and on what terms.

It includes matters we specifically ask about when you apply for a policy, or renew or alter your policy, and any other matters which might affect whether we insure you and on what terms.

The information you tell us can affect:

- the amount of your premium;
- if we will insure you;
- if special conditions will apply to your policy.

You do not need to tell us of anything which:

- reduces the chances of you making a claim; **or**
- we should know about because of the business we are in; **or**
- we tell you we do not want to know.

If you are unsure it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim, refuse to pay a claim, cancel your policy or, if fraud is involved we can treat the policy as if it never existed.

# Your responsibilities

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## You must:

- take all reasonable precautions to prevent damage or theft, for example:
  - move your car away from rising flood waters;
  - remove keys when no one's in the car;
  - lock all doors and windows when your car is parked and unattended;
  - accompany anyone test driving your car when it's up for sale.
- keep your car well maintained and in a good and roadworthy condition (e.g. replace worn out tyres, replace worn brakes and defective lights, fix paint problems, repair major rust, repair worn upholstery and repair unclaimed major scratches or dents);
- service your car as required by the manufacturer and keep records of this in case you need to claim for mechanical damage resulting from an incident;
- 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.

## Not meeting your responsibilities

If you do not meet your responsibilities, it may lead us to do either or both of the following:

- reduce or refuse to pay your claim;
- cancel your insurance policy.

If fraud is involved, we can treat your policy as if it never existed.

## Joint Policyholders

When you insure your car in the names of more than one person, each person is a joint policyholder and is able to make changes that we agree with to the policy. We will treat a statement, act, omission, claim, request or direction (including to alter or cancel your policy) made by one as a statement, act, omission, claim, request or direction by all those named as insured on your certificate of insurance.

## Special conditions

We may impose special conditions on your policy that might exclude, restrict or extend cover for a person or particular matter. 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.

## Some words in your policy have special meanings

Some words when used in this PDS have special meanings. Most of the words with special meanings are defined in the 'What do we mean by that?' section on pages 34 to 35.

# About your cover

## About your car

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### What we cover as your car

Your car is described on your certificate of insurance. It includes the following that are fitted to your car:

- options, including standard manufacturer's options;
- accessories; **and**
- modifications;

**but not** fuel or lubricants.

### 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.

## Levels of cover

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You can choose the level of cover that best suits your needs.

There are **2** levels of cover available:

- Fire, Theft & Third Party Property Damage cover
- Third Party Property Damage cover

The cover you choose will be shown on your certificate of insurance.

# Fire, Theft & Third Party Property Damage cover

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This cover includes:

- fire and theft cover;
- third party property damage cover;
- additional features at no extra cost (see pages 9 to 16).

## Fire and theft cover

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We cover	We do not cover
<p>We will cover you for loss or damage to your car caused by any of the following insured incidents in the period of insurance:</p> <ul style="list-style-type: none"><li>• fire;</li><li>• theft or attempted theft.</li></ul> <p><b>Limit</b></p> <p>The most we pay for any one insured incident is the amount covered for your car as shown on your certificate of insurance, <b>unless</b> we say otherwise in your policy.</p>	<p>See ‘What we do not cover - general exclusions’ on pages 17 to 20 and ‘We do not cover’ in Additional features on pages 9 to 16.</p>

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## Third Party Property Damage cover

Fire, Theft & Third Party Property Damage cover includes Third Party Property Damage cover (see page 8).

**Refer to the PED Guide for further information.**

# Third Party Property Damage cover

This cover includes:

- legal liability for damage to other people’s property;
- additional features at no extra cost (see pages 9 to 16).

## Legal liability for damage to other people’s property

We cover	We do not cover
<p>We will cover you or anyone you authorise to drive your car for legal liability arising from loss or damage to another person’s vehicle or property resulting from an insured incident caused by the use of your car in the period of insurance. Examples of insured incidents covered include:</p> <ul style="list-style-type: none"><li>• legal liability that is the responsibility of your employer, principal or partner because you were driving your car in connection with your occupation;</li><li>• legal liability for the cost of cleaning up by emergency services after an incident involving your car;</li><li>• legal liability for damage to another vehicle or property because a vehicle collided with or tried to avoid colliding with:<ul style="list-style-type: none"><li>– property falling from your car; <b>or</b></li><li>– property being loaded or unloaded from your car.</li></ul></li></ul>	<p>See ‘What we do not cover - general exclusions’ on pages 17 to 20 and ‘We do not cover’ in Additional features on pages 9 to 16.</p>

### Limit

The most we pay for all claims from any one insured incident is **\$20 million**, including all associated legal costs we have agreed to pay for your claim.



Third Party Property Damage (TPPD) insurance is often confused with Compulsory Third Party (CTP). Your CTP insurance only covers your liability to pay compensation for injuries to other people, whilst TPPD covers your liability to pay compensation for damage to the property of others.

**Refer to the PED Guide for further information.**



# Additional features

When you make a claim under your policy for an incident that happens in the period of insurance, you may be entitled to cover under the following additional features. You can make a claim under some additional features separately or independently to a claim for loss or damage to your car. Some features may or may not apply depending on the level of cover you have chosen. Please see table below.

Feature	Fire, Theft & Third Party Property Damage	Third Party Property Damage	Page
Replacement car cover	✓	✓	13
Locks and keys	✓	✗	11
Personal property in your car	✓	✗	14
Hire car after theft	✓	✗	10
Damage by uninsured drivers	✓	✓	16
Towing and storage costs	✓	Limited cover	11
Taxi and transport cover	✓	✓	12
Substitute car	✓	✓	14
Third party property damage for caravans and trailers	✓	✓	15

In some circumstances, we may decide to make an additional feature available to you before we accept or agree to pay your claim. If we do this, it does not mean that your claim has or will be accepted or that we have otherwise agreed to pay your claim. If we later decide that we cannot accept or pay your claim then the cover available under an additional feature will not apply and we may decide to recover the costs from you.

There are some things we do not cover under these additional features and these are shown in the 'We do not cover' section of the following tables on pages 10 to 16 and in the 'What we do not cover - general exclusions' on pages 17 to 20. All of the conditions of this policy apply to these additional features unless the cover says otherwise.

# Hire car after theft

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Applies to Fire, Theft & Third Party Property  
Damage only

## We cover

## We do not cover

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If we have agreed to pay your claim as a result of theft of your car, we will arrange and pay the reasonable hire cost of a 'compact' category hire 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 'compact' category hire cars available from one of our providers within a reasonable distance of your location, then we will pay you the lesser of:

- the amount it would have cost us to provide you with a 'compact' category hire car using our provider, had one been available; **or**
- the actual cost you incur in making alternative travel arrangements.

## 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 hire period. All other conditions, limits and exclusions of your policy apply to the hire car 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.

## Limit

Up to **21** days. The benefit stops before the **21** day limit if:

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

**Note:** For further details of our hire car conditions see 'If you are claiming under a hire car benefit' on page 30.

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# Locks and keys

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Applies to Fire, Theft & Third Party Property Damage only

We cover	We do not cover
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When your car keys are stolen we cover the cost of replacing the keys and recoding your car's locks.

**Limit**

Up to a total of **\$1,000**.

**Note:** Your standard excess is payable for a claim made under this feature.

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# Towing and storage costs

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Applies to Fire, Theft & Third Party Property Damage, and Third Party Property Damage (but only for uninsured drivers claims)

We cover	We do not cover
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When your car is damaged in an insured 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 costs of:

- towing your car to:
  - our nearest assessment centre or repair facility; **or**
  - another location nominated or agreed by us;
- storing your car.

**Limit**

You can authorise reasonable costs on our behalf. You need to provide us with all invoices and receipts.

**Note:** This additional feature only applies for:

- Fire, Theft & Third Party Property Damage when the incident is fire, theft, attempted theft or for a claim made under 'Damage by uninsured drivers';
  - Third Party Property Damage for a claim made under 'Damage by uninsured drivers'.
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## Taxi and transport cover

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Applies to Fire, Theft & Third Party Property Damage and Third Party Property Damage

### We cover

If we have agreed to pay your claim for loss or damage to your car, we will cover the reasonable taxi costs or otherwise arrange for you to be transported from one of our assessment centres or repair facilities to your home or work and then back again once the repairs are complete, **but only** if:

- you are first able to safely drive your car into one of our assessment centres or repair facilities; **and**
- you allow us to arrange the repairs.

### Limit

The maximum we will pay are your reasonable taxi costs or other transport arrangement costs we arrange for **2** journeys only.

**Note:** If you have Fire, Theft & Third Party Property Damage cover only this additional feature only applies if the damage to your car is as a result of fire, theft or attempted theft or covered under additional feature 'Damage by uninsured drivers' and we decide to repair the damage.

If you have Third Party Property Damage cover only this additional feature only applies if the damage to your car is covered under additional feature 'Damage by uninsured drivers' and we decide to repair the damage.

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### We do not cover

## Replacement car cover

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Applies to Fire, Theft & Third Party Property  
Damage and Third Party Property Damage

### We cover

### We do not cover

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If you replace your car with another car, we will insure the replacement car on the same terms and for the same level of cover for the remainder of the period of insurance provided:

- you tell us within **14** days of you taking delivery of the replacement car; **and**
- we agree in writing to insure the replacement car; **and**
- you pay any additional premium we require. If an additional premium is payable, we will tell you how much it is and how it is to be paid.

Otherwise, we will only cover your replacement car for the same level of cover as your car for up to **14** days from when you take delivery of the replacement car or until you arrange insurance for your replacement car, whichever occurs first.

### Limit

Your replacement car is covered up to the price you paid for it, or its market value, whichever is less. The limit applies until you tell us about the change and we have agreed in writing to cover you.

**Note:** The cover ends for your car and begins for the replacement car at the time you take delivery of the replacement car. If we agree to insure your replacement car and you pay us any additional premium we require, we will send you a new certificate of insurance. If we do not agree to insure your replacement car we will cancel your policy.

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# Personal property in your car

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Applies to Fire, Theft & Third Party Property Damage only

## We cover

When your car has been stolen or damaged in an insured incident and we have agreed to accept your claim, your personal property in the car at the time of the incident (e.g. clothing, electronic and telecommunication devices) is also covered for fire, theft or attempted theft damage that results from the same incident.

## Limit

Up to a total of **\$500**.

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## We do not 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.

# Substitute car

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Applies to Fire, Theft & Third Party Property Damage and Third Party Property Damage

## We cover

If, during the period of insurance, you use a substitute car that is of a similar type to your car when your car cannot be driven, for example it is being repaired, serviced or has had a mechanical breakdown, we will give you Third Party Property Damage cover (see page 8) for the use of the substitute car.

## Limit

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

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## We do not 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;
- any claim that is covered by another insurer or insurance policy;
- loss or damage to the substitute car.

# Third party property damage for caravans and trailers

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Applies to Fire, Theft & Third Party Property  
Damage and Third Party Property Damage

## We cover

When your car is towing a caravan or trailer 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 arising from loss or damage to their property.

## Limit

Up to a total of **\$20 million** including associated legal costs we have agreed to pay.

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## We do not 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.

# Damage by uninsured drivers

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Applies to Fire, Theft & Third Party Property Damage and Third Party Property Damage

## We cover

## We do not cover

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When your car is damaged in a collision with another vehicle driven by an uninsured driver, we cover damage to your car **but only** if:

- we agree you are not at fault; **and**
- you give us the name and address of the uninsured driver; **and**
- you give us the registration details of the other vehicle;

**and** we have otherwise agreed to pay your claim.

## Limit

Cost of repairs up to a total of **\$5,000** or the market value of your car, whichever is less.

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**Refer to the PED Guide for further information**



## What we do not cover - general exclusions

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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, enter into accepting liability, **but we will** provide cover if the legal liability would have existed without that agreement.

### Alcohol and/or drugs

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 and/or drugs and/or medication;
- had more than the legal limit for alcohol and/or drugs in their breath, blood, saliva or urine as shown by analysis;
- refused to take a test for alcohol and/or drugs and/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.

### Asbestos

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

### Biological, chemical, other pollutant or contaminant

- any actual or threatened biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; **or**
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; **or**
- 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.

### Confiscation or repossession

legal confiscation or repossession of your car or its contents.

### Condition of car

- any structural, mechanical, electrical or electronic failure or breakdown;
- 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.

## What we do not cover - general exclusions (cont'd)

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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:

### Consequential losses or extra costs following an incident covered by your policy

consequential losses (financial and non-financial loss) or extra costs following an incident covered by your policy, such as:

- loss of income or wages;
- medical expenses;
- professional, expert, legal consulting or valuation costs **unless** you obtained our prior written authority to incur these costs;
- any costs related to stress or anxiety;
- your car's value (including its trade-in or resale value) is less after being repaired;
- loss or costs, including the cost of your time (e.g. inconvenience), to prove your loss or to help us with your claim (e.g. telephone calls, postage);
- travel costs;
- cleaning costs; **or**
- any costs not covered by your policy;

**but we will** cover other people's losses and costs to the extent these are covered under Third Party Property Damage cover (see page 8).

### 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** we are satisfied you were not reasonably aware this could lead to further damage to your car.

### Exceeding loading or passenger limits

your car when it is:

- carrying more passengers than the car was designed for, or 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.

### **Failure to take reasonable precautions**

your failure to take reasonable precautions to prevent loss, damage or legal liability.

### **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 was 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 loss or damage**

intentional loss or damage caused by you, or a person acting with your express or implied consent.

### **Loss or damage outside Australia**

loss or damage that occurs outside Australia.

### **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; **or**
- 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 **100km/h** or the timing of cars; **or**
  - you have told us about this use of your car and we have agreed to cover you.

### **Personal property**

any personal property that is not owned by you.

### **Radioactivity/nuclear materials**

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

### **Reckless acts**

any intentional or reckless act by you, the driver of the car or by a person acting with your express or implied consent (such as street racing, burnouts or donuts).

## What we do not cover - general exclusions (cont'd)

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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:

### 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).

### Revolution, war

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

### 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.

### Unlawful purposes

your car being used for unlawful purposes.

### 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; **and**
- can satisfy us that you did not know and could not have reasonably known of any of the above circumstances.

### Overdue instalments

if you pay your premium by instalments and your instalment is overdue we can do one or both of the following:

- refuse to pay a claim if payment is **14** days (or more) overdue;
- cancel your policy without notifying you in advance if payment is **1** month (or more) overdue.

# Claims

## Making a claim

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### When to make a claim

We understand being involved in an incident or having your car stolen can be a stressful experience. We are here to help.

### What you must do

**Step 1 Make sure everyone is safe. For emergencies, call 000.**

**Step 2 Try to prevent further loss or damage.**

You must do everything you reasonably can to limit and prevent further loss or damage (e.g. move your car off the road and put on your hazard lights).

**Step 3 Report the incident to the authorities.**

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

**Step 4 Collect details of all drivers, passengers and witnesses.**

You will need these when you lodge your claim. Make sure you have their full names, addresses and contact numbers. If another vehicle is involved, record its registration number and the driver's insurance details. Do not admit fault to anyone.

**Step 5 Contact us as soon as possible.**

Make sure you have the details of the incident at hand to assist us with lodging your claim.

If towing is required, we will help arrange the towing of your car to one of our assessment centres or repair facilities, or another location nominated or agreed to by us (e.g. a repairer).

Please see page 11 for details on what we pay for towing costs.

### 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 also must immediately tell us about any demands made on you to pay compensation to others, any court actions or offers of settlement and send these to us. If you do not tell us about these and it results in further costs, you may have to pay those costs.

## 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.

Any payment we make to settle your claim will be considered to be made in full even if the amount we pay has been reduced as described above.

### To process the claim, you must:

- 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 assessment centres or repair facilities, or another location nominated or agreed to by us, so we can assess the damage and progress your claim;
- allow us or a person nominated by us, to recover, salvage or take possession of your car;
- attend court to give evidence if we ask you to.

**Note:** In this section 'you' means you and, if you were not driving your car, the driver of your car.

## What you must not do

- do not admit liability or responsibility to anyone to pay for any damage **unless** we agree;
- do not negotiate or promise payment;
- do not authorise any repairs;
- do not get rid 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.

## 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 your claim and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

## If we decline a claim

When you contact us to make a claim we will assess your claim. We will allow you to lodge your claim **but we may** need to undertake further investigation and assessment before making a decision. If we decide to decline your claim we will give you our reasons in writing. If you wish to dispute our decision, see page 36 for more information.

## How to establish your loss

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### Establish an incident took place

When making a claim you must be able to prove that an incident insured 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.

### Describe 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, warranties or log books for your car. If you are unable to reasonably substantiate your claim, we can reduce or refuse your claim.

# Your excess

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## What is an excess?

An excess is the amount you have to pay for each 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.

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.

You will not have to pay an excess for an incident where we agree the driver of your car was not at fault **and** you can give us the name and address of the other driver **and** the registration number of the other vehicle.

The amount and types of excesses are shown on your certificate of insurance. The different types of excesses are:

<b>Standard excess</b>	A standard excess applies to all claims unless stated otherwise in the PDS.
<b>Age excess</b>	This applies if a driver under <b>25</b> 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.
<b>Inexperienced driver excess</b>	<p>This applies if an inexperienced driver 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.</p> <p><b>Note:</b> An inexperienced driver is someone who is <b>25</b> years or over and has not held a driver's licence specific to the car type for at least the past <b>2</b> consecutive years.</p>
<b>Driver history excess</b>	This excess applies if a listed driver who has had their licence cancelled, suspended, disqualified or restricted in the <b>3</b> 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.

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**Refer to the PED Guide for further information**



## When does an excess apply?

The table below explains the excesses that apply to common claim types. For other types of claims, we will tell you what excesses apply when you make a claim.

When you make a claim for:	What excess will apply?	
	Standard excess	Other excesses (if applicable)
Theft or attempted theft of your car	Yes	None
Fire damage	Yes	None
An incident where we agree the driver of your car was not at fault <b>and</b> you can give us the name and address of the other driver <b>and</b> the registration number of the other car	No	None
Stolen car keys (see additional feature 'Locks and keys' on page 11)	Yes	None

## How to pay your excess

We may:

- ask you to pay us the excess;
- ask you to pay your excess to the repairer when you pick up your car;
- deduct the excess from the amount we pay you; **or**
- deduct the excess from the amount we pay to another person for loss or damage to their property.

You must pay the excess in full (if we ask for it) before we pay any claim, or provide any benefits under this policy. We will usually ask for your excess when you first lodge your claim.

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

## How we settle your claim

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### We choose how your claim is settled

If we agree to pay a claim for loss, theft or damage to your car we will decide if we will:

- repair the damage;
- replace the damaged parts of your car;
- pay you what it would cost us to repair or replace the damaged parts of your car;
- settle your claim as a total loss; **or**
- pay you up to the maximum you are entitled to under the applicable additional feature or option.

### For additional features

If we agree to pay a claim under an additional feature, we will settle your claim in accordance with that additional feature.

### For a windscreen claim

If we agree to 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.

### For Third Party Property Damage claims

If you make a third party property damage claim that is covered under this policy we can decide to defend you, settle any claim against you or represent you at an inquest, official enquiry or court proceedings.

If we decide to defend you, settle any claim against you or represent you, then you must give us all the help we need, including help after your claim is settled.

**Refer to the PED Guide for further information**

## If your car is damaged

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### If your car is not safe to drive

We will arrange to move your car to one of our assessment centres or repair facilities, or to another location nominated or agreed to by us.

### If your car is safe to drive

We will arrange a time with you to bring your car into one of our assessment centres or repair facilities, or to another location nominated or agreed to by us.

## We will choose the repairer

- we can obtain two independent, competitive quotes from repairers we recommend. If you want, you can choose a repairer to provide one of those quotes;
- if two or more quotes are obtained, we will authorise the repairs based on the most competitive and complete quote;
- if a single quote is obtained, and we are satisfied that it is competitive and complete, we will authorise the repairs based on that quote;
- we will manage the repair process for you, keeping you informed of the progress of the repairs **and** will advise you when your car is ready for collection.

## If we don't authorise repairs

If we don't authorise repairs, we will pay you what it would have cost us to repair your car and the lifetime repair guarantee will not apply. The amount we pay is determined by obtaining a quote from a repairer we choose.

### 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.

If in our opinion, it would not be safe or economical to carry out the rectification work required, we will declare your car a total loss.

## When we authorise repairs to your car we will:

- ensure the repair work is properly carried out;
- use new parts or parts that are consistent with the age or condition of your car, including non-original equipment parts. These parts will meet available manufacturers' technical specifications and/or applicable Australian Design Rules;
- only use new original equipment parts if your car is under the manufacturer's standard new car warranty period (**but not** under any extended dealer/manufacture warranty period).

However, the following conditions also apply:

### Glass repairs

For windscreen or window glass repairs, we might use glass that is different from the original but the glass and repairs will meet Australian Design Rules.

## Radiators and air conditioning

Parts produced by genuine parts suppliers may be used in the repair of components such as radiators and air conditioners.

## Unavailable parts

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.

## Obsolete items and parts

In all cases we will only pay the market value of damaged parts we consider to be obsolete.

## 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.

## When we repair your car we will not:

- pay extra to repair your car to a better standard, specification or quality existing before the loss or damage;
- fix a fault or defect in your car that existed before the loss or damage occurred **unless** the fault or defect was from repairs we authorised;
- pay for repairing pre-existing damage. If we agree, you can pay the extra cost of repairing this damage.

## Contribution to repairs

You might have to contribute to the cost of repairing tyres, engines, accessories, modifications, paintwork, bodywork, radiators, batteries or interior trims affected by neglect, wear and tear, weathering, rust, mould, mildew or corrosion. We will determine how much you pay depending on how worn these items were when the damage happened.

If you do not agree to pay these amounts, we will pay you the amount determined to be the cost of repairs less any contribution charges.

## If your car has been stolen

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If your car is found within **14** days of it being stolen and is damaged, follow the process of 'If your car is damaged' (see page 26). You may be entitled to a hire car for up to **21** days under the additional feature 'Hire car after theft' (see page 10) and where available we can arrange the hire car for you.

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

## If your car is a total loss

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Your car becomes a total loss if it is stolen and unrecovered after **14** days and we agree to accept a claim for theft of your car, or when we decide it is uneconomical, impractical or unsafe to repair.

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:

- any excess or unpaid premium including any unpaid instalments in the period of insurance if you pay your premium by instalments;
- any unused registration and compulsory third party (CTP) insurance that you are entitled to if your car is registered in NSW. You can obtain these refunds from the NSW Roads and Maritime Services (RMS);
- any ITC (if applicable), refer to page 22.

### Cars under finance

When we pay 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 your amount covered less deductions that apply) and pay you any balance.

### We own the car salvage

When we replace your car or pay you for the total loss, your car salvage, including any unexpired registration and CTP insurance (except for NSW), becomes our property. If we ask, you must provide your written consent to help us collect any unexpired registration and CTP insurance.

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 that we pay.

## If you are claiming under a hire car benefit

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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;
- are responsible for all running costs and extras of the hire car, including paying the deposit, security bond, fuel and any upgrade costs;
- 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**
- may be 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 we pay your claim

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### Does your claim affect your cover?

If we choose to repair your car or pay you the cost of repairs, your policy continues for the period of insurance.

If your car is a total loss all cover under your policy stops and your policy is cancelled. There is no refund of any unused premium.

### Our right to recover claims we pay from those responsible

After we pay a claim under this policy, we can decide to take legal action in your name to recover money from the person or entity who caused the loss, damage or liability. You must give us all the help we need to do this. If we recover money that belongs to you and was not part of the claim we paid, we will give this to you.

**Refer to the PED Guide for further information**

# Other Important Information

## About your premium

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The premium is the amount we calculate that reflects the likelihood of you making a claim together with other factors related to our cost of doing business.

In addition to the amount we agree to cover your car for, we use many factors about you and your car to work out your premium. These are called premium factors. Each time you renew your insurance your premium is likely to change, even if your personal circumstances have not changed. This is because your premium is affected by other things such as our expenses of doing business and changes in our approach to how we calculate your premium.

Your premium also includes any discounts that we have given you and stamp duty, GST, other government charges and any fire services levy (FSL) that applies to your premium.

The premium will be shown on your certificate of insurance as the 'total amount payable' or, if you pay by instalments, the instalment premium will be shown on your certificate of insurance as 'instalment amount'.

**Refer to the PED Guide for further information**

## Paying your premium

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We will tell you how much you have to pay and how much time you have for payment on your certificate of insurance. You must pay this premium by the due date to get this insurance cover. You can pay in one annual payment or, if we agree, by instalments. If you pay your premium by instalments it costs you more than if you choose to pay your premium in one annual payment.

Unless we tell you, any payment reminder we send you does not change the expiry or due date. If you do not pay the full amount, we may reduce your period of insurance so it is in line with the amount you paid.

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

## Late annual payments

If you do not pay your premium by the due date, in the first year of insurance with us, we will give you a written notice of policy cancellation where we are required by law to do so.

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

If we accept your late payment, we might recommence your cover from the date we receive your payment. If so, you will have no cover for the period from the due date until the date of payment.

## Overdue instalments

If you pay your premium by instalments and your instalment is overdue we can do one or both of the following:

- refuse to pay a claim if an instalment is **14** days (or more) overdue;
- cancel your policy without notifying you in advance if an instalment is **1** month (or more) overdue.

## When you need to contact us

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### Changes in your details and car

You need to tell us immediately if:

- any details on your certificate of insurance are no longer accurate;
- your address changes;
- you replace your car (see the 'Replacement car cover' feature on page 13 where we may give you **14** days cover on your replacement car);
- 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 6);
- the place where you keep your car changes;
- the drivers of your car change;
- the way you use your car changes (see page 4 for more details);
- you intend to use your car on a competition race track, competition circuit, competition course or competition arena (other than for a driver education course where the speed will not exceed **100km/h** and there will be no timing of cars at any time), and you want us to consider covering you for that use.

### Changes at renewal each year

You must tell us at each renewal if you or any listed drivers of your car have had changes to their:

- insurance or driving history;
- criminal history related to fraud, theft, burglary, drugs, arson, criminal, malicious or wilful damage.

### What we will do when you contact us

When you contact us and tell us about these changes, we may decide to impose an additional excess, charge an additional premium or apply a special condition to your policy. In some cases, it could mean we can no longer insure you and we will cancel your policy.

**Refer to the PED Guide for further information**



# What happens with cancellations?

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## Cancellation by you

You may cancel this policy at any time. If you cancel this policy, you will be refunded the unexpired portion of the premium, less the cancellation fee and less any non-refundable government charges if the refund is more than **\$10**. See below for the cancellation fee.

## Cancellation by us

We can cancel your policy where the law allows us to do so. If we cancel this policy, you will be refunded the unexpired portion of the premium, less the cancellation fee and less any non-refundable government charges if the refund is more than **\$10**. If we cancel your policy due to fraud, we will not refund any money to you.

## Cancellation fee

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Fee	Details
<p><b>Cancellation fee</b></p> <p>We incur costs in establishing and administering your policy. If you cancel one or more cars on your policy we will charge a cancellation fee on each car cancelled.</p> <p>A cancellation fee will not apply in some circumstances, including:</p> <ul style="list-style-type: none"><li>• when you are transferring cover to another car policy with us;</li><li>• if you exercise your cooling off rights (see page 4)</li></ul>	<p>The amount of the cancellation fee is <b>\$30</b> (plus (if applicable) FSL plus GST plus stamp duty) for each car insured on the policy.</p> <p>This fee is deducted from any refund we send you. If the refund is less than the fee, a refund will not be issued and we will not charge you an additional amount to cover the difference.</p>

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# What do we mean by that?

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## **Accessories**

see page 6.

## **Amount covered**

when used in relation to your car, it is the maximum amount we will pay for loss or damage to your car caused by an insured incident. The amount covered will be shown on your certificate of insurance or otherwise in this policy and includes GST.

## **Authorised repairs**

where we have an arrangement with a repairer to conduct the repairs to your car.

## **Car**

see page 6.

## **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.

## **Excess**

see page 24.

## **Incident or event**

is a single occurrence which you did not intend or expect to happen.

## **Insured incident**

means an incident not excluded by your policy. It is always a single event, accident or occurrence which you did not intend or expect to happen.

## **Limit**

the most you can claim for any one incident. It includes GST.

## **Listed driver**

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

## **Loss or damage**

means the physical loss or physical damage.

## **Market value**

the amount that the market would pay for the car (or hire car) or damaged parts we consider to be obsolete. 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.

## **Modifications**

see page 6.

### **Original equipment parts**

means parts that are manufactured anywhere in the world by, on behalf of, under licence from or with the consent (whether direct or indirect) of:

- a) the manufacturer or supplier of your car;
- b) the manufacturer or supplier of the part originally supplied with your car at the time of the car's purchase;
- c) any member of the domestic or international corporate group of which the manufacturer or supplier of your car or the manufacturer or supplier of the part is a member or affiliated with (including affiliation by common use of trade marks); **or**
- d) any affiliate, licensee, sub-licensee, related body corporate or affiliate of any entity in (a) or (b) or (c) of this definition;

whether or not the parts or the packaging of the parts bears the trade mark or trade marks of any of the entities contemplated by (a), (b), (c) or (d) of this definition.

### **PED Guide**

see page 3.

### **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.

### **Premium**

see page 31.

### **Total loss**

your car is a total loss if it is stolen and unrecovered after **14** days or when we decide it is uneconomical, impractical or unsafe to repair.

### **Uninsured driver**

a driver is an uninsured driver if neither the driver nor the vehicle owner has motor insurance or they have insurance but it does not cover damage to your car at the time of the incident.

### **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.

## How we will deal with a complaint

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If you are not satisfied with our products or services or a decision made in relation to your insurance, please let us know so that we can help. It is important to follow the complaint handling process in order to resolve your complaint effectively and efficiently.

### Step 1. Let us know

If you would like to make a complaint, please let us know by contacting the relevant department as they may be able to resolve the complaint for you. If not, the staff member will refer you to a Manager or their delegate and they will attempt to resolve the complaint. A response is usually provided to you within **5** business days. You can contact us:

**By phone: 13 22 44**

**By email: [aami@aami.com.au](mailto:aami@aami.com.au)**

### Step 2. Review by our Internal Dispute Resolution Team

If you are not satisfied with the outcome of the business review you can request the complaint be referred to the Internal Dispute Resolution (IDR) Team for review or you can contact them directly:

By phone: 1300 240 437

By email: [idr@aami.com.au](mailto:idr@aami.com.au)

In writing: AAMI Internal Dispute Resolution, PO Box 14180, Melbourne City Mail Centre VIC 8001

If we require additional information we will contact you to discuss. IDR will usually contact you with a decision within **15** business days of receiving your complaint.

### Step 3. 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 Financial Ombudsman Service (FOS). FOS is an independent external dispute scheme and their service is free to you. Any decision FOS makes is binding on us, provided you also accept the decision. You do not have to accept their decision and you have the option of seeking remedies elsewhere.

FOS is available to customers who fall within their terms of reference. FOS will advise if they can help you.

You can contact FOS:

By phone: 1300 780 808

By fax: (03) 9613 6399

By email: [info@fos.org.au](mailto:info@fos.org.au)

In writing: Financial Ombudsman Service, GPO Box 3, Melbourne VIC 3001

By visiting: [www.fos.org.au](http://www.fos.org.au)

## Report insurance fraud

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Insurance fraud is not a victimless crime. It imposes additional costs on honest policy holders 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.

## General Insurance Code of Practice

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We support and adhere to the General Insurance Code of Practice.

You can get a copy of the code from the Insurance Council of Australia website ([insurancecouncil.com.au](http://insurancecouncil.com.au)) or by phoning **(02) 9253 5100**.

## Motor Vehicle Insurance and Repair Industry Code of Conduct

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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.

## Financial Claims Scheme

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This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at [apra.gov.au](http://apra.gov.au) or by calling **1300 55 88 49**.

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**We're here for you  
24 hours a day  
7 days a week**

**How to contact us**

by phone: **13 22 44**

via the internet: **[aami.com.au](http://aami.com.au)**

in writing: 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

**AAMI**

