

How we will settle your claim

We may choose to settle your claim in any of these ways (acting reasonably). Repair your vehicle We can arrange for one of our selected repairers to repair your vehicle or you can arrange for your own repairer. To see what happens when a decision is being made on a repairer see the section “Choosing a repairer”. Pay you the reasonable cost of repairing your vehicle Rather than repair your vehicle we can choose (acting reasonably) to pay you the reasonable cost of repairing it. If we choose this approach we will determine the reasonable cost by examining a number of factors. This may include the quote from your nominated repairer and other repairers as well as reports from our trained assessors. We may choose (acting reasonably) the approach of paying you the reasonable cost of repairing your vehicle where we are not satisfied with the repairer you choose. Pay your claim as a total loss We may pay out your claim as a total loss when we consider your vehicle to be a total loss or we choose to do so. If we pay out your claim as a total loss, your policy comes to an end and there is no refund of premium to you for any unexpired period of the policy unless we replace your vehicle under the “New for old replacement of a new vehicle after a total loss” benefit. For Comprehensive insurance we pay the market or agreed value (as applicable) less: • the excess; and • any unpaid premium. We will keep the vehicle. At our discretion (and if safe to do so), you may reclaim the vehicle if you agree to pay the salvage price. For Third Party Fire and Theft insurance if the market value is less than \$5,000 we will pay you the market value less: • the excess; and • any unpaid premium. You would then keep the vehicle. For Third Party Fire and Theft insurance if the market value is over \$5,000 we will pay you the market value less any salvage value, up to a maximum amount of \$5,000 less: • the excess; and • any unpaid premium You would then keep the vehicle

If we have paid a claim following theft and the vehicle is then recovered after we have paid the claim, the recovered vehicle will become our property. At our discretion (and if safe to do so) you may reclaim the recovered vehicle if you agree to pay the salvage price. For Third Party Fire and Theft insurance and Third Party Property Damage insurance, if we settle your claim under the “Uninsured motorist extension” we will pay you the market value up to \$5,000 less: • our estimated salvage value; and • any unpaid premium. You would then keep the vehicle

Liability cover

Legal liability

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you sought approval from us first. Cover for damage to other people’s property (legal liability) We will cover your legal liability to pay compensation for loss of or damage to someone

else's property which is caused by a motor vehicle accident which is partly or fully your fault which occurs during the period of insurance and arises out of the use of: • your vehicle or a substitute vehicle used by you whilst your vehicle is being serviced or repaired; or • a caravan or trailer towed by your vehicle. The above cover is extended to: • any person who is driving, using or in charge of your vehicle with your permission; • a passenger travelling in your vehicle or who is getting into or out of your vehicle with your permission; and • your employer, principal or partner arising out of your use of your vehicle. We will not cover legal liability: • where the vehicle is unregistered; • that is insurable under any statutory or compulsory insurance policy, or any statutory or compulsory insurance or compensation scheme or fund, covering such legal liability even if the amount that may be recovered is nil; or • when the loss or damage occurs to property belonging to, or in the care or custody of, you, your spouse or your de facto, except to: – a residential building that you are renting or is on loan to you; or – employee's or visitor's vehicles and their contents while contained in a car park provided by you.

Additional cover for supplementary bodily injury (legal liability) We will also cover you, a currently licensed driver driving the vehicle with your permission, or a passenger travelling in or getting into or out of the vehicle with your permission, for legal liability for death or bodily injury caused by or arising out of the use of your vehicle or a substitute vehicle during the period of insurance, if the vehicle is registered for use on a public road when the liability is incurred and arises, from one or more of the following events: • driving or being in charge of your vehicle or a substitute vehicle; • goods being carried by or falling from your vehicle or a substitute vehicle; or • loading or unloading your vehicle or a substitute vehicle. We will not pay if the event or series of related events that gives rise to the legal liability or any part of it is insurable under any: • statutory or compulsory insurance policy or any statutory or compulsory insurance; or • compensation scheme or fund, even if the amount that may be recovered is nil. We will not pay for legal liability to any: • person driving or in charge of your vehicle; • of your employees; or • member of your family. We will not pay for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury). We may be entitled to reduce or refuse to pay a claim unless you or the person claiming under this section has notified us of a claim under this section as soon as reasonably practical after you or that person first becoming aware of an intention to make a claim against you or that person. We will not pay for legal liability caused by or arising from an intentional act by you or any other person. We will not pay any amount of exemplary, punitive or aggravated damages.

Maximum amount payable The maximum amount we will pay for all claims under the policy for liability for damage to other people's property, supplementary bodily injury cover, or legal costs arising from a single event or series of related events is \$30,000,000