



# *Seniors* Car Insurance

Product Disclosure Statement



*The Over 50s Insurance Specialists*



# Welcome to Australian Seniors – Car Insurance

## Product Disclosure Statement (PDS)

This document prepared on 25 June 2019 contains details of your cover (your policy), your responsibilities, the claims process and how and when to get in touch with us.

This PDS uses words that have special meaning. For the definition of these words refer to pages 45-47.

You can download this PDS from **seniors.com.au**, or you can call us on **13 13 43** and we will send you a free copy.

When we agree to enter into your policy we will issue you with a Certificate of Insurance.

Your Certificate of Insurance gives you specific, detailed information about your policy cover and may vary the standard terms and conditions of the PDS depending on your specific circumstances.

Carefully read the PDS and Certificate of Insurance together to understand the cover, your obligations and to compare and consider whether this product is right for you.

By entering into your policy you confirm that you have read or will read the PDS and Certificate of Insurance when provided to you.

Keep these documents in a safe place for future reference.

It's very important that you comply with:

- your 'Duty of Disclosure' (see page 21); and
- the terms and conditions of your policy.

If you do not, we may refuse to pay your claim or reduce the amount we pay you. By law, we may also cancel your policy.

## Who we are and what we do

This insurance is issued by The Hollard Insurance Company Pty Ltd, ABN 78 090 584 473 Australian Financial Services Licence (AFSL) 241436, of Level 12, 465 Victoria Ave Chatswood NSW 2067.

Hollard is responsible for this PDS, policy issuance and the assessment and payment of claims. In this wording “we”, “us”, or “our” relates to Hollard.

This insurance is distributed and promoted by Australian Seniors Insurance Agency (Australian Seniors), a trading name of Greenstone Financial Services Pty Ltd, ABN 53 128 692 884 AFSL 343079, of 58 Norwest Blvd, Norwest NSW 2153. Australian Seniors operates under an arrangement with Hollard that allows Australian Seniors to issue certain general insurance products on behalf of Hollard.

It is important to note that any advice that we and Australian Seniors may provide is general only and does not take into account your individual circumstances.

We and Australian Seniors do not act on your behalf in providing these services. If you require personal advice, you need to obtain the services of a suitably qualified adviser.

To find out more about Australian Seniors or Hollard, visit us at:

**[seniors.com.au](http://seniors.com.au)**

**[hollard.com.au](http://hollard.com.au)**

## 14 day cooling off period

If you decide that this policy is not for you and you have not made a claim, you may cancel this policy within 14 days of it starting (this also applies to each renewal).

If you cancel within the cooling off period, we will refund any premiums you have paid for the policy less any government levies, taxes or duties that we cannot recover. Even after this cooling off period ends, you still have cancellation rights – see page 38-39.

# In this document

## **Cover explained .....6**

Insurance policies are all different, so make sure you know exactly what you are and are not covered for.

## **Premiums explained .....20**

Understand what premiums are and how they are calculated.

## **Your responsibilities .....21**

There are things you need to do to make sure your policy stays current. The most obvious one is paying your premiums, but there are others too, and it's important that you know what they are.

## **General exclusions .....24**

Learn more about what is covered and what is not. No insurance covers everything so it is important to understand the exclusions of your policy.

## **Making a claim .....29**

If you need to make a claim, it's good to know what you need to do as there are some specific steps you need to take and details you will need at hand, so it's good to understand how this works.

## **When to contact us .....37**

You will find information about contacting us if you need to change your cover, renew or cancel your policy, or lodge a complaint.

## **Other important information .....41**

You will find more details about your policy, including definitions and how we protect your privacy.

# Cover explained

You can choose from 3 types of cover. You are only covered for events that occur during the period of insurance. The cover is subject to the terms and conditions including the limits and excess(es) in the policy.



## Comprehensive

### Accidental loss or damage cover

We cover you for accidental loss or damage to your car from:

- collision
- theft or attempted theft
- malicious damage
- fire
- natural events,

up to the agreed value or market value (refer to your Certificate of Insurance).



## Third Party Property, Fire & Theft

### Accidental loss or damage cover

We cover you for accidental loss or damage to your car from:

- theft or attempted theft
- malicious damage
- fire,

up to the lesser of:  
- \$10,000; or  
- market value.



## Third Party Property Damage

### Legal liability cover

We cover you for your legal liability for damage to other people's property (for details see page 10).

### We cover you for 2 additional benefits

These benefits are automatically included (for details see page 17).

**Legal liability cover**

We cover you for your legal liability for damage to other people's property (for details see page 10).

**You may be eligible for Pay As You Drive**

This limited kilometre option is for eligible customers (for further details see pages 10-13).

**We cover you for 11 additional benefits**

These benefits are automatically included (for details see pages 14-16).

**You can choose up to 3 optional extras**

You need to select those you want for an additional amount (for details see pages 18-19).

**Legal liability cover**

We cover you for your legal liability for damage to other people's property (for details see page 10).

**We cover you for 11 additional benefits**

These benefits are automatically included (for details see pages 15-17).

**You can choose up to 3 optional extras**

You need to select those you want for an additional amount (for details see pages 18-19).

**You can choose 1 optional extra**

You can select Hollard Roadside Assistance for an additional amount (for details see page 19).

## Cover type summary guide

The table below is only a summary of what is covered under our 3 types of cover.

Types of cover		Comprehensive (including Pay As You Drive)	Third Party Property, Fire & Theft	Third Party Property Damage
<b>Accidental loss or damage to your car</b> (see pages 6-7 and pages 10-13 if Pay As You Drive is applicable)	Collision	✓	N/A	N/A
	Theft or attempted theft	✓	✓	N/A
	Malicious damage	✓	✓	N/A
	Fire	✓	✓	N/A
	Natural events	✓	N/A	N/A
<b>Legal liability</b> (see page 10)	Damage to other people's property	✓	✓	✓
<b>Additional benefits</b> (see pages 14-17)	New for old replacement – 24 months	✓	N/A	N/A
	Hire car after theft – up to \$70 per day up to 14 days	✓	✓	N/A
	Trailer and caravan cover – up to \$1,000	✓	✓	N/A



	Essential repairs – up to \$500	✓	✓	N/A
	Transit cover	✓	✓	N/A
	Personal property – up to \$500	✓	✓	N/A
	Child safety seats and prams – up to \$500	✓	✓	N/A
	Emergency travel and accommodation costs – up to \$500	✓	✓	N/A
	Locks and keys – up to \$1,000	✓	✓	N/A
	Towing costs – reasonable costs	✓	✓	N/A
	Uninsured motorist extension benefit – up to \$3,000	N/A	✓	✓
	Substitute car – legal liability cover	✓	✓	✓
<b>Optional extras (see pages 18-19)</b>	Excess free windscreen cover	Optional	Optional	N/A
	Hire car cover	Optional	Optional	N/A
	Roadside Assistance	Optional	Optional	Optional

# Legal liability cover

We will pay for amounts you are legally liable to pay as compensation for damage to other people's property that:

- results from an accident that is your fault; and
- was caused by or arises out of the use of your car, a substitute car, or your trailer or caravan attached to your car at the time of the accident.

This cover is extended to apply to any person who is driving, using or in charge of your car with your permission or any passenger getting into or out of your car. This does not increase the maximum amount we pay under the policy shown below.

We will also pay legal costs and expenses that we approve for any court proceedings for your legal liability covered under this legal liability cover.

The most that we will pay for any legal liability from an accident is \$20 million. This amount includes all legal costs and expenses covered by the policy.

# Pay As You Drive cover

Want Comprehensive cover but don't drive that often? Pay As You Drive cover offers you the security of Comprehensive cover for a discounted premium that is based on the distance you estimate you will drive during the period of insurance.

## **Your start and end odometer readings**

When you choose Pay As You Drive cover, we will show on your Certificate of Insurance:

- your start odometer reading – this is your car's odometer reading that you advise to us before you enter into your period of insurance; and
- your end odometer reading – this represents the maximum odometer reading for your car during the period of insurance.

Your car's start odometer reading will only be shown on your Certificate of Insurance for your first period of insurance. You have an obligation to ensure that the start odometer reading disclosed immediately before entry into the first period of your insurance policy was/is accurate. If you renew your policy with us, the start odometer reading will not be shown on your renewal Certificate of Insurance.

### **Outside odometer excess**

The Outside odometer excess will apply, in addition to your basic excess and any other applicable excess(es) if an incident happens, and:

- your car's odometer reading is either higher than the end odometer reading, or below the start odometer reading (if you are in your first period of insurance), as shown on your Certificate of Insurance; and/or
- your car's odometer is faulty or non-functional and you have not had it repaired; and/or
- your car's odometer has been replaced and your odometer reading has changed as a result, and you have not contacted us to update your policy details.

The Outside odometer excess will be shown on your Certificate of Insurance.

### **Kilometre grace distance**

If you have a claim and your car's odometer reading exceeds the end odometer reading by no more than the number of kilometres ("Kilometre grace distance") as displayed on your Certificate of Insurance, we may at our sole discretion waive the Outside odometer excess.

## Pay As You Drive rights and responsibilities

Here are some of the responsibilities and rights that apply to Pay As You Drive cover.

### Your responsibilities

#### You are responsible for:

- providing an accurate start odometer reading before your policy commences and if we ask when we vary your policy or if you lodge a claim;
- checking that your end odometer reading as shown on your Certificate of Insurance provides you with sufficient kilometres to meet your needs. If you need to vary this, please contact us on **13 13 43**;
- regularly checking your car's odometer reading to make sure you have not reached your end odometer reading. If the end odometer reading has been exceeded, you need to contact us on **13 13 43** to apply to update your end odometer reading. We may vary the policy terms or charge an additional premium;
- If your car's odometer has been replaced you will need to contact us to update your policy.

**Remember:** The obligations that apply to all Australian Seniors Car Insurance policies also apply to Pay As You Drive cover. See pages 21-23 under 'Your responsibilities'.

### Our rights

#### We have the right to confirm or check the odometer reading you provide by:

- inspecting your car;
- asking you to take your car to an agent that we choose; and/or
- asking you for documents, such as photographs, your car's service records or registration inspection certificate.

We will not pay any claim where your car's odometer has been tampered with, replaced or manipulated to alter the odometer reading.

## **Common questions - Pay As You Drive cover**

### **Q: Can I increase my end odometer reading?**

You can contact us on **13 13 43** to increase your end odometer reading. If we agree to this change, you may need to pay an additional premium. In some cases, we may not be able to vary your policy, so it's important to think carefully about how many kilometres you will need when you apply.

### **Q: Can I reduce my end odometer reading?**

Once cover has started, you cannot reduce your end odometer reading during that period of insurance. On renewal of your policy, you can apply to reduce it for the renewal policy period.

### **Q: How do I confirm how many kilometres I need when I renew?**

When you receive your renewal Certificate of Insurance, a new end odometer reading will be shown. This end odometer reading is an estimate of what your end odometer reading could be for your renewal period.

You need to check this end odometer reading. If you are comfortable with that reading, you do not need to do anything. However, if you would like to either increase or decrease your end odometer reading for the renewal period, you need to contact us on **13 13 43** to vary the reading before the policy renews.

# Additional benefits

## – Comprehensive

### What you are covered for

#### **New for old car replacement — 24 months**

If we accept a claim for theft of or damage to your car and we declare it to be a total loss within the first 24 months of the starting date of its original registration, we will, provided that you are the first registered owner, at our option:

- replace your car with a new car that we consider to be of the same or similar make, model or series (subject to local availability); and
- include the same or similar additional accessories shown on your Certificate of Insurance; and
- pay the applicable on road costs (transfer fees, stamp duty, dealer delivery costs, registration and Compulsory Third Party insurance) of the new car.

Where your car is financed we will require written consent from your financier in order to provide a replacement car.

If we elect not to replace your car, refer to page 31 for details on how we will settle your claim.

We do not cover the cost of replacing or purchasing an extended warranty or any other insurance.

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#### **Substitute car — legal liability cover**

If your car cannot be driven due to a valid claim that we have agreed to pay under this policy and you are involved in an accident while using an uninsured registered substitute car which you have legal use of, we will provide legal liability cover in relation to the substitute car while your car is being repaired.

This benefit does not cover any loss of or damage to the substitute car.

We do not cover accidents where the substitute car is the subject of a hire agreement or is owned by you.

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# Additional benefits

- **Comprehensive**
- **Third Party Property, Fire and Theft**

For the following additional benefits to apply:

- we must have agreed to pay a valid claim for accidental loss or damage to your car under Comprehensive or Third Party Property, Fire and Theft cover; and
- your claim for the additional benefit results from the above valid claim (other than for 'Locks and keys').

## What you are covered for

### **Hire car after theft — up to \$70 per day for up to 14 days**

If your car is stolen, we will at our discretion organise the hire of a car for you or reimburse you the cost of hiring a car if approved by us.

If we decide to reimburse the cost you will need to submit a copy of the invoice.

Our payment will be limited to a daily hire amount of up to \$70 and a maximum hire period of 14 days.

Cover will cease the earlier of when the car is recovered (and repaired if necessary), the maximum hire period is reached or when we pay your claim.

We will not pay any:

- running costs of the hired car;
- additional hire car costs; or
- accidental loss or damage to the hired car.

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### **Trailer and caravan cover — up to \$1,000**

We will pay up to \$1,000 to cover the costs of any accidental loss or damage to a trailer or caravan that occurs while it was attached to your car.

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### **Essential repairs — up to \$500**

We will pay up to \$500 for essential repairs to restore your car to a roadworthy and safe condition so that you may drive to your intended destination.

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### **Transit cover**

We will pay for loss or damage to your car caused whilst it is being transported (including loading and unloading, and by road, rail, ship or air) between any places in Australia. We will also pay your contributions to any general average and shipping charges where maritime conditions apply.

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## What you are covered for

### Personal property — up to \$500

We will pay up to \$500 for accidental loss, theft or damage to personal property.

This benefit only covers loss or damage to personal items which are designed to be worn or carried, such as clothing, a handbag or sports-bag, that are in your car at the time of an event.

We do not cover:

- mobile devices such as mobile phones, laptops, tablets, portable game machines, musical and photographic devices, equipment, tools and/or items or goods used in connection with any business, trade or occupation;
- cash, credit cards or cheques;
- negotiable documents connected with business use, including any trade, business or occupation;
- property being carried in or on a trailer or caravan.

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### Child safety seats and prams — up to \$500

We will pay up to \$500 for the cost of replacing child seats, baby capsules and prams that were in the car and were damaged or stolen.

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### Emergency travel and accommodation — up to \$500

We will pay up to \$500 for your accommodation and travel if you are more than 200 kilometres from your home and your car cannot be driven.

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### Locks and keys — up to \$1,000

If your keys are stolen we will pay up to \$1,000 to replace or recode your car's locks and keys. This benefit is only payable if the theft has been reported to the police and the keys were not stolen by a family member, invitee or person who normally resides with you.

Your policy's basic excess will apply to any claim submitted for this benefit.

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### Towing costs — reasonable costs

We will cover where necessary the reasonable costs of towing your damaged car to the nearest safe or secure place.

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# Additional benefits

## – Third Party Property, Fire & Theft

## – Third Party Property Damage

The following additional benefits apply to Third Party Property, Fire & Theft and Third Party Property Damage cover.

### What you are covered for

#### **Uninsured motorist extension benefit — up to \$3,000**

If:

- your car has been damaged in an accident caused by another person; and
- the other person does not have insurance cover for damage caused to third party property; and
- you satisfy us that you did not cause or contribute to the accident; and
- you are able to provide the name and address of the person who caused the accident; and
- you are able to provide the registration number of the other car involved,

we will cover you for the lesser of; up to \$3,000 or the market value of your car for:

- damage to your car;
- essential repairs to damage caused in the accident, being the reasonable costs incurred by you for essential repairs to restore your car to a roadworthy and safe condition so that you may drive it to your intended destination; and
- towing, being the reasonable costs of removing your car to the nearest safe or secure place, if necessary.

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#### **Substitute car — legal liability cover**

If your car cannot be driven due to a valid claim and you are involved in an accident while using an uninsured registered substitute car which you have legal use of, we will provide legal liability cover in relation to the substitute car while your car is being repaired.

This benefit does not cover any loss of or damage to the substitute car.

We do not cover accidents where the substitute car is the subject of a hire agreement or is owned by you.

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# Optional extras

## – not applicable to Third Party Property Damage

You can choose to add optional extras to your policy for an additional cost. The optional extras chosen will be shown on your Certificate of Insurance.

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### Excess free windscreen cover

We will pay the cost of replacing or repairing the front windscreen of your car if it is accidentally broken or damaged. We will not apply the agreed excess(es) (set out in your Certificate of Insurance) to the first front windscreen claim made in any one period of insurance. For replacement of windscreens we might use glass which was not produced by the original manufacturer but will always meet Australian Design Rules.

This optional extra is not applicable where your covered claim includes damage to your car which is in addition to the front windscreen glass breakage.

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### Hire car cover

If we accept a claim for damage to, or the theft of, your car we will organise the hire of a car for you or, at our discretion, reimburse you the cost of hiring a car if approved by us.

If we decide to reimburse the cost you will need to submit a copy of the invoice.

Our payment will be limited to a daily hire amount of up to \$70 and the maximum hire period shown on your Certificate of Insurance.

Hire car cover will:

- commence on the latter of:
  - the date of the accident if your car is not driveable;
  - the date your car is taken to the repairer in the case of an accident where your car is still driveable; or
  - if your car is stolen, the date any cover you are entitled to under the included benefit 'Hire car after theft' ceases, and
- cease from the earlier of when the car is repaired, the maximum hire period shown on your Certificate of Insurance is reached or when we pay your claim.

We will not pay any:

- running costs of the hired car;
  - additional hire car costs; or
  - accidental loss or damage to the hired car.
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# Optional extras

– available for all cover types

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## **Hollard Roadside Assistance**

By purchasing Hollard Roadside Assistance you have access to 24-hour roadside assistance provided by Digicall Assist, not Hollard.

This is a dedicated service which offers 24 hour emergency roadside assistance, 365 days a year, nationwide.\*

Digicall Assist has entered into a separate agreement with Hollard to provide this service to the holders of this product that have taken this option. Hollard Roadside Assistance is a separate product to this insurance and you pay an additional amount for it. It will automatically renew with your policy unless you tell us otherwise.

We may change the provider of this service at any time. By choosing this option you confirm that we do not provide these services and are not responsible for them, or liable to you for any loss, damage or liability arising from or connected with them.

\* Limits, terms, conditions and exclusions apply. Full details are available free of charge by calling **13 13 43** or you can view the Terms and Conditions at [seniors.com.au](http://seniors.com.au). You will receive separate Terms and Conditions if you purchase this optional extra, which states details of the benefit. Roadside assistance is available in the absence of a claim for loss/damage to your car under the policy.

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# Premiums explained

## What is your premium?

Your premium is the amount of money you agree to pay us for your policy.

## How much do I pay?

When you apply and we agree to provide you with cover, or we renew, we will advise you of the premium amount, which we will confirm on your Certificate of Insurance.

## How do we calculate your premiums?

Your premium is calculated based on a number of criteria, such as:

- the cover you choose;
- the type of car you own;
- where you park your car overnight;
- your car's accessories (shown on your Certificate of Insurance) or accepted modifications included in your cover; and
- factors relating to the drivers of your car such as their age and driving history.

We will also look at the value of your car, other factors that increase or decrease the risk of a claim and factors that affect our business costs.

Minimum premiums apply which could reduce any discount you may be entitled to.

Your premium will also include amounts covering government charges, taxes or levies we are responsible for, such as GST and Stamp Duty. This information will be shown on your Certificate of Insurance.

# Your responsibilities

## **Paying your premium**

You need to make sure your premium payment(s) are up to date. If they are not, we may cancel your policy in accordance with the law.

If any premium instalment remains unpaid for 14 days or more, we may also refuse to pay a claim.

It is important that you contact us if your bank or credit card details change.

In the event of a total loss claim and where you pay your premium by instalments, we will deduct any unpaid premium for the period of insurance from the claim settlement.

## **Duty of Disclosure**

Before you enter into the policy with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

We will provide you with the relevant Duty of Disclosure that applies before you enter into, vary, renew, extend, reinstate or replace your policy.

You should read and understand it because if the Duty of Disclosure is not complied with we may cancel the policy and/or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed, and pay nothing.

Full details of the Duty of Disclosure are available free of charge by calling us on **13 13 43** or you can view it any time at **seniors.com.au**

## Looking after your car

You must ensure your car is kept in good repair and you need to take all reasonable precautions to protect your car from loss or damage.

If you do not maintain and protect your car, we may decline your claim or reduce what we pay for a claim.

## Notify us when things change

During the period of insurance you must tell us of any change that may increase the chances of a claim or if any information provided by you to us is not accurate. If you do not do this we may refuse to pay a claim where permitted by law.

These changes can include but are not limited to:

- if you add any accessories to your car;
- if your car is modified from the manufacturer's specifications;
- if you change from using your car for private use to business use; and/or
- if you replace or sell your car.

Where things change we will review the policy. We may propose a variation to the policy terms, charge an additional premium or in some cases cancel the policy.

## **More than one insured person**

If there is more than one insured named on your Certificate of Insurance we will treat a statement, act, omission, claim or request to alter or cancel your policy made by one as coming from all of those named as insured.

## **Paperless correspondence**

We prefer to communicate with you by email or other electronic channels. However if you do not want to receive correspondence electronically, let us know.

We will consider any policy documents we send to you electronically to have been received by you 24 hours from when we sent them.

You are responsible for making sure you provide us with your correct and up to date email address.

# General exclusions

No insurance covers everything so it is important to understand the exclusions of your policy. These exclusions apply to your chosen cover.

## Driver exclusions

Your policy does not cover you if at the time of a claim, the driver or supervising driver (in the case of a learner driver) of your car:

- is younger than any age restriction shown on your Certificate of Insurance;
- is a learner driver not accompanied by a fully licensed driver;
- is not legally licensed to drive your car or is not complying with the conditions of their licence;
- is under the influence of any drug, alcohol and/or whose blood alcohol level is over the legal limit; or
- refused to undertake any alcohol or drug tests when asked to do so by the police.

However, we will reconsider your claim if we are satisfied that you had no reason to suspect that the driver of your car was not licensed to drive your car or was affected by alcohol or any drug. If we do settle the claim, we may decide to recover what we have paid from the person who was driving or in charge of your car when the accident happened.



## Usage exclusions

Your policy does not cover you for an event where your car was used:

- while in an unsafe or un-roadworthy condition, unless you can prove the car's condition did not cause or contribute to the accident;
- to move, in quantities greater than that used for domestic purposes, dangerous goods or substances that could pollute or contaminate;
- for a fee or reward either to carry passengers and/or as a hire car, courtesy car or delivery car;
- for any motor sport or motor sport trial, or driven on a motor sporting circuit, except as part of a defensive driver training course;
- by any motor trade for experiments, tests, trials or demonstration;
- to carry more passengers or tow a load greater than your car was designed for, unless you can prove that this did not cause the accident;
- outside Australia.

## **Vehicle condition, repairs and maintenance exclusions**

Your policy does not cover you for:

- loss or damage to your car caused by using the wrong fuel;
- any repairs to your car we do not consent to;
- loss of or damage to your car after an accident, theft, incident or breakdown where you have not taken reasonable steps to protect your car;
- any pre-existing damage, faulty workmanship or incomplete repairs before the claimed loss;
- mechanical damage arising from you knowingly driving your car in a damaged condition;
- tyre damage caused by braking, punctures, cuts or bursts;
- damage to your car arising from wear and tear, rust or corrosion;
- reduction in value or depreciation;
- mechanical, electrical or computer breakdowns, failures or breakages, or where a component fails to perform to its intended design specification; or
- any claim where the car has been modified or fitted with non-standard accessories without our prior written consent.

## **Financial and non-financial exclusions**

Your policy does not cover you for:

- any amount over the agreed value or the market value of your car as shown on your Certificate of Insurance;
- any limitation that applies to your cover that is shown on your Certificate of Insurance;
- any claim amount below any excess(es) that you must pay or bear;
- any costs associated with the hire of a car unless your car has been stolen or you have the optional extra 'Hire car cover';
- loss or damage to any property such as tools of trade, machinery, equipment or parts that we did not agree in writing to cover;
- any loss you suffer because you cannot use your car; or
- compensation for distress, inconvenience or any other non-financial losses.

## **Other exclusions**

We will not pay any claim for loss, damage, liability or cost or expenses caused by or connected with:

- legal costs for criminal acts or fines for breaches of road traffic rules or statutes;
- damage to property belonging to you or any other person covered by the policy, any family member or person who usually lives with you, (other than the cover provided by the additional benefit 'Personal property' see page 16);
- damage to property in the care, custody or control of you or any other person covered by this policy;

- any legal fines, penalties or awards, or compensatory damages;
- your legal liability caused by an agreement or contract that you or any person covered entered into (unless you or they would have been liable despite the agreement or contract);
- any legal liability you have accepted without getting our agreement first;
- any claim where you or a third party with your knowledge have deliberately misled us;
- any impounding or loss of or damage to your car caused by its lawful seizure;
- a deliberate, intentional or malicious act (including theft, conversion or misappropriation) or other criminal act that you cause or give implied or actual consent to someone else to carry out;
- war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power or contamination or pollution by chemical, biological or nuclear agents from an act of terrorism, or any action in response to such acts; or
- ionising radiation or contamination by radioactivity from any nuclear fuel, nuclear waste, and the combustion of nuclear fuel or nuclear weapons material.

For specific conditions of Pay As You Drive cover see pages 10-13.

See also your Certificate of Insurance which may contain special exclusions.

# Making a claim

In the event of a claim it is good to understand the process so you know what to do and what to expect. Our claims team will support and guide you through the claim process.

## What to do in the event of a claim

<b>1</b>	<b>Secure your car</b> Make sure your car is safe and secure so it will not be damaged further. This may mean having it towed.
<b>2</b>	<b>Get details</b> You will need to get these details from anyone else involved: <ul style="list-style-type: none"><li>■ full name and address;</li><li>■ registration number;</li><li>■ telephone number; and</li><li>■ driver's licence number.</li></ul>
<b>3</b>	<b>Report the incident</b> Report the incident or loss to the police if the law requires it to be reported.
<b>4</b>	<b>Call us</b> Call our claims team on <b>13 13 43</b> and report the incident.

### Do not:

- admit guilt, fault or liability except to the police;
- offer or negotiate to pay any claim; or
- approve any repairs, except essential repairs needed to minimise or prevent further loss or damage to your car.

## Assessing your claim

After you have lodged a claim with us, we will assess it. When we are doing this, we may ask you for information or assistance to help with the process.

### We may ask you for:

- a face-to-face or telephone interview;
- written statements under oath;
- relevant documents;
- odometer readings;
- proof of ownership of the car and any damaged or lost property, such as receipts, invoices, bank or credit card statements, contracts of sale or original photographs;
- details of any other insurance that relates to the claim.

### We will require you to:

- let us see or take possession of any damaged property;
  - let us or our agent inspect your car;
  - send us any communication you receive about the claim from anyone else (including letters of demand and communication about court proceedings);
  - do everything you can to help us to negotiate, defend or settle your claim or to recover costs from another party responsible for damaging your car.
-

## **What we pay**

If you have a claim under the policy, we will decide (in our sole discretion) whether it is best to:

- repair your car;
- pay you the reasonable cost for your car to be repaired;
- replace your car;
- pay you the agreed or market value of your car (or any other limit shown on your Certificate of Insurance) if it is a total loss; or
- any combination of the above.

When deciding whether to repair your car or pay you the reasonable cost to repair your car, we will take into account the legislation that applies in the relevant State or Territory on whether your car is a total loss.

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

The maximum amount we will pay for the total loss of your car will be based on the sum insured shown on your Certificate of Insurance, less any excess(es).

Insurance cover for the car will cease as soon as we accept and pay the claim.

If your car is declared a total loss, the car, along with any salvage rights will become our property. At our option we may permit you to acquire or keep the car. Should we choose to do so, the car and associated salvage rights will no longer be our property.

We will deduct any unexpired portion of your registration and Compulsory Third Party insurance premium from the settlement amount paid. No premium refund is due if you have paid your premium annually. If you are paying your premium monthly, we will deduct the balance of the yearly premium owing from the claim settlement.

You will need to contact us if you want to apply for new insurance cover for your replacement car.

## Who pays for assessing damage?

If there are costs in assessing the damage:

<b>For claims we accept and approve</b>	<b>We</b> cover diagnosis and reassembly costs
<b>For claims we do not accept or did not approve.</b>	<b>You</b> cover diagnosis and reassembly costs

## Repairs and replacements

### What do we guarantee?

We will only guarantee materials and workmanship on repairs done by a repairer appointed or approved by us. This guarantee is for as long as you own your car and is not transferable.

### Who does the repairs?

A qualified repairer appointed or approved by us will do the repairs. While you can arrange for a quote from a different repairer, we have the final say on who will do the repairs.

### What might you need to pay for?

We will repair your car to the condition that it was in immediately before the event leading to the claim.

You may have to contribute to the cost of repairing or replacing items such as tyres, engines, accessories, paintwork, bodywork, radiators, batteries or interior trims that have been affected by wear and tear or rust and corrosion.

We will work out how much you may have to pay depending on the condition of the car at the time of the claim.



## Replacement parts

### Is the car under a manufacturer's warranty?

<b>YES</b>	We will use new Original Equipment Manufacturer (OEM) parts. For replacement of windscreens or window glass we might use glass which was not produced by the original manufacturer but will always meet Australian Design Rules.
<b>NO</b>	We may authorise the use of new parts otherwise we will use parts that are consistent with the age or condition of your car. This may include the use of non-OEM or reconditioned parts.

### Damaged parts of a set

We will only pay for the replacement of the actual part(s) damaged.

### Parts or accessories no longer available in Australia

If the parts or accessories are no longer available from the manufacturer or available in Australia, we will only pay the cost of an equivalent part or its last listed parts price or value. We will not pay for any unreasonable extra costs to get the parts faster, and we will not have any responsibility for losses arising from any delay in the supply of parts.

## **Damage to your car's identification**

If your car's identification, such as VIN plate or label, has been damaged and we cannot source a replacement from its manufacturer we will try to get written confirmation of your car's identity from the manufacturer. We will then repair your car without replacing any damaged identification, unless the law says we have to.

## **Understanding your excess**

An excess is the amount(s) of money you pay or must contribute towards the cost of any claim. All excess amounts relevant to your cover will be shown on your Certificate of Insurance. When an excess applies you have to pay your basic excess plus any applicable additional excess(es).

### **Excess types**

There are different types of excesses, depending on what your claim relates to, who was driving your car and the type of cover you have chosen. Over the page we outline the different types of excesses and the situations in which they may apply. You will find the amount of each excess on your Certificate of Insurance.

<b>Type of Excess</b>	
<b>Basic excess</b>	The first amount you pay on each claim made under your policy.
The following excesses may also apply in addition to your basic excess (if applicable they will be shown on your Certificate of Insurance):	
<b>Age excess</b>	This applies if the driver is under 25. This excess does not apply to a learner driver.
<b>Undeclared young driver excess</b>	This applies if the driver is under 25 and has not been declared as a driver on your Certificate of Insurance. This excess does not apply to a learner driver.
<b>Learner driver excess</b>	This applies if the driver is a learner driver.
<b>Inexperienced driver excess</b>	This excess applies if the driver is 25 years of age or over and has not held a valid licence to drive in Australia (excluding learner's licences and permits) for the last 2 years or longer.
<b>Outside odometer excess</b>	This excess only applies if our Pay As You Drive cover option is shown on your Certificate of Insurance, and at the time of an incident or claim: <ul style="list-style-type: none"> <li>■ your car's odometer reading is below the start odometer reading or above the end odometer reading as shown on your Certificate of Insurance; and/or</li> <li>■ your car's odometer is faulty or non-functional and you have not had it repaired; and/or</li> <li>■ your car's odometer has been replaced and your odometer reading has changed as a result, and you have not contacted us to update your policy details.</li> </ul>
<b>Special excess</b>	This excess will only be applied if shown on your Certificate of Insurance and may be based on things such as the car, its use, your driving record, or the insurance history of the drivers of your car.

**Important note:** The age and undeclared young driver excess is not applicable in the instance where you have elected to exclude cover for drivers under the age of 25, in which case there will be no cover.

### **When do you pay your excess(es)?**

We will ask you to pay your excess(es):

- to the repairer when you pick up your car; or
- directly to us when we request it.

Alternatively, we may deduct the excess(es) from the amount we agree to pay you.

### **When won't you have to pay your excess(es)?**

You will not have to pay an excess if:

- the damage to your car was caused by another car, we agree that you did not contribute or were not at fault, and you can identify the other car and provide its registration number and the driver or owner's full name and address;
- the damage to your car did not involve another car and we agree that you are not at fault in any way and you are able to identify the responsible party who is legally liable and provide their name and home or business address; or
- you have taken the optional cover for 'excess free windscreen cover' and you are only claiming for the breakage of your front windscreen.

For claims involving fire, theft and malicious damage, broken windscreen or damage sustained while your car is parked, the following excesses will not apply:

- Age;
- Undeclared young driver;
- Learner driver;
- Inexperienced driver.

However all other applicable excesses apply.

# When to contact us

## Changing your cover

We understand that your circumstances may change. That is why we need you to contact us promptly to apply to amend cover during the period of insurance. It is important to note that if you make a request to amend your cover this may affect your premium.

Any proposed changes to your cover will be subject to acceptance at our absolute discretion.

## Renewing your policy

<b>1</b>	To ensure continuing protection we will normally send you a renewal offer at least 14 days prior to the renewal date of the policy. It will set out information such as the premium and excess for the new period, and any fees that may apply, information you have previously told us and may also include notice of any proposed changes to the terms or the policy to be renewed.
<b>2</b>	Where you receive a renewal offer, you must tell us if the information contained in it is incorrect or incomplete and you must comply with your 'Duty of Disclosure' (see page 21). If you do not we may reduce or refuse to pay a claim or cancel the renewed policy.
<b>3</b>	If nothing needs to be disclosed and you are happy with the renewal offer you do not have to do anything as we will automatically renew on those terms and deduct/charge the new renewal premium from your nominated account/credit card, unless you tell us not to. Should you not wish to take up the renewal offer you must contact us prior to the renewal to advise us.
<b>4</b>	If we do not offer to renew your policy, we will send you a notice telling you this.

Each renewal is a separate policy, not an extension of the prior policy. Your cooling off period will apply on each renewal.

If you have an agreed value policy, we will review your sum insured as part of your renewal offer. The updated amount will be stated on the renewal we send you.

This PDS (together with any amendments, updates or endorsements) also applies for any offer of renewal we make, unless we tell you otherwise or issue you with a new updated PDS or Supplementary PDS amending the PDS terms.

## **Cancelling your policy**

### **If you want to cancel**

You may cancel your policy at any time by contacting us. We may charge you the cancellation fee specified in the Certificate of Insurance to cover the administration costs if you cancel after your cooling off period.

If you paid an annual premium, we will refund the full amount, less:

- the amount covering the period you were insured for;
- the cancellation fee; and
- government or statutory charges we are unable to recover.

If you pay your premium by monthly instalments we will not provide a refund.

## **When we may cancel your policy**

We may cancel your policy where permitted by and in accordance with the law. For example, if you:

- do not comply with the policy terms and conditions;
- do not pay your premium as agreed;
- make a fraudulent claim;
- did not comply with your Duty of Disclosure; or
- misrepresented information when you entered into your policy.

If we pay a claim for a total loss, your policy comes to an end and there is no refund of premium.

## How to resolve a complaint

If you have a complaint or dispute, we are committed to work with you to resolve it as quickly as possible. These steps are a part of our complaint and dispute resolution procedure:

### STEP 1 Let us know about your concerns

Get in touch with one of our customer service consultants about your concerns, and they'll do their best to resolve them. When you make your complaint please provide as much information as possible. Our aim is to resolve all complaints as soon as possible, however where we can't resolve your concern immediately we will resolve it within 15 business days.

Call us on **13 13 43** or visit **seniors.com.au** for more options to get in touch.

### STEP 2 Escalate Your Complaint to our Internal Dispute Resolution Team

If we haven't responded to your complaint within 15 business days, or if you're not satisfied with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

**Post:** Australian Seniors Car Insurance, Locked Bag 2010, St Leonards NSW 1590

**Email:** resolution@hollard.com.au

**Call:** 02 9253 6600

The Dispute Resolution Specialist will provide in writing our final decision within 15 business days of your complaint being escalated, unless they've requested an extension from you and you've agreed to give us more time.

### STEP 3 Seek an external review of our decision

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you may contact the Australian Financial Complaints Authority (AFCA) at:

**Phone:** 1800 931 678

**Post:** GPO Box 3 Melbourne VIC 3001

**Website:** afca.org.au

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

The AFCA service is provided to you free of charge. A decision by AFCA is binding on us but is not binding on you. You have the right to seek further legal assistance.



# Other important information

## How we protect your privacy

We and Australian Seniors (referred to in this privacy provision as “we”, “us” and “our”) will at various times or stages during our communication with you collect some of your personal information.

We collect personal information to provide, offer and administer our various products and services, or otherwise as permitted by law.

We may collect your personal information so that we or our related entities or other third parties with whom we have a relationship can develop or offer you services or products which we believe may be of interest to you, however will not do so if you tell us not to.

Collection can take place by websites, email, telephone or in writing. If you do not consent to us collecting and using the personal information we request, we may not be able to provide you with our services or products.

We may at times also disclose your personal information to our related companies or third parties who provide services on our behalf; however we will never sell, rent or trade your personal information. It may happen that we disclose personal information to related companies or service providers located in countries other than Australia. These details can change from time to time and you should contact us for further details to see if this applies to you.

Your consent applies when you apply for insurance, or become or remain the insured. You can read more about how we collect, use and disclose your personal information or our complaints process about a breach of the Australian Privacy Principles in our Privacy Policy which is available on our websites or you can request a free copy. If you wish to update or gain access to your personal information or have a complaint about a breach of your privacy please contact the Privacy Officer at:

### **Hollard**

**Phone:** 02 9253 6600  
**Email:** [privacy@hollard.com.au](mailto:privacy@hollard.com.au)  
**Post:** Privacy Officer  
Locked Bag 2010  
St Leonards NSW 1590  
**Website:** [www.hollard.com.au](http://www.hollard.com.au)

### **Australian Seniors**

**Phone:** 1800 004 005  
**Email:** [mail@seniors.com.au](mailto:mail@seniors.com.au)  
**Post:** Privacy Officer  
PO Box 6728  
Baulkham Hills NSW 2153  
**Website:** [www.seniors.com.au](http://www.seniors.com.au)

## **Claim payments and Goods and Services Tax (GST)**

Any claim payments made under this policy will be based on GST inclusive costs, up to the relevant amount covered, or maximum amount that we pay. However, if you are, or would be, entitled to claim any input tax credit for the repair or replacement of insured property or for other things covered, we will reduce any claim under the insurance by the amount of such input tax credit.

You are required to tell us your entitlement to an input tax credit. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we pay.

## **Financial Claims Scheme**

We are authorised under the Insurance Act 1973 to carry on general insurance business. This Act contains prudential standards and practices to ensure that financial promises made by us are met. Because of this, we are exempted from the requirement to meet the compensation arrangements Australian Financial Services Licensees must have in place to compensate clients for loss or damage suffered because of breaches by us or our representatives.

The protection provided under the Federal Government's Financial Claims Scheme applies to us. If we are unable to meet our financial obligations a person may be entitled to payment under this Scheme. Information about this Scheme can be obtained from the APRA website at [fcs.gov.au](http://fcs.gov.au) or their hotline on 1300 55 88 49.

Please refer to Australian Seniors Insurance Agency Financial Services Guide for Compensation Arrangements of our Authorised Representatives.

## **Remuneration**

We are paid the premium for this Australian Seniors Car Insurance product if you purchase it. This amount is agreed with you before the product is purchased.

Our staff receive an annual salary that may include bonuses based on achievement of company goals.

Australian Seniors may receive a commission for each policy on its inception and renewal that was arranged by them. Any remuneration received is included in the premium you pay. Please refer to Australian Seniors Insurance Agency Financial Services Guide for further details on their remuneration.

You may request particulars about the above remuneration (including commission) or other benefits from us. However, the request must be made within a reasonable time after you have been given this document and before the relevant financial service has been provided to you. Our contact details are provided on the back of this PDS.

## The General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the industry. We are a signatory to the Code.

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

## Updating this PDS

If we change anything about this insurance in the future, the PDS may also change. If the change is relatively small and will not affect your decision to buy or renew this cover, we will list the details at **seniors.com.au**. If we make a substantial update to the product, we will send you a new PDS or Supplementary PDS, explaining the changes we have made.

## Definitions

Some words and phrases used in this PDS and our other policy documents have the following specific meanings:

<b>accessories</b>	items that are added to your car that do not come standard with the car when the car is new and which we have agreed to cover.
<b>accident</b>	an unintentional and unexpected event.
<b>agreed value</b>	<p>the amount we agree to insure your car for. The agreed value for your car is shown on your current Certificate of Insurance, where applicable. This amount may change with each renewal.</p> <p>In the event of a claim, this amount may also be considered the fair market value when deciding whether to repair or replace your car or determining whether your car may be a total loss.</p>
<b>business use</b>	when your car is either registered for business use or you use it as part of your full time, part time or casual business or employment.
<b>caravan</b>	a registered caravan that is not motorised and is designed to be towed by a car.
<b>Certificate of Insurance</b>	the document we send you that sets out details of your car insurance particular to you and any variations to the standard terms and conditions of this PDS. It forms part of your contract with us.
<b>driver</b>	the person driving or in control of your car.
<b>end odometer reading</b>	the end odometer reading, as shown on your Certificate of Insurance if you have Pay As You Drive cover, which indicates the maximum odometer reading for your car during the period of insurance.
<b>event</b>	a single occurrence resulting in loss or damage.

<b>excess(es)</b>	the amount(s) you need to pay or bear when you make a claim under your policy (see pages 34-36). If you make a claim, you might need to pay more than one excess. We will list any excess(es) for your policy on your Certificate of Insurance.
<b>market value</b>	the reasonable market-related value that we determine the market would pay for your car immediately before its loss or damage. We take into account the age, make, model, conditions and kilometres travelled by your car and may consider industry publications to help determine the amount. The amount does not include any registration costs, stamp duty or transfer fees or allowance for dealer delivery. Market value includes an allowance for accessories. The market value may be subject to a limit, which if applicable will be shown on your Certificate of Insurance.
<b>modifications</b>	any changes made to your car that differ from the manufacturer's specifications.
<b>period of insurance</b>	the period of your policy with us, which starts at the date and time we tell you the policy is entered into and continuing, unless ending sooner in accordance with the policy or relevant law, until the expiry date and time as specified in the Certificate of Insurance. If your policy is cancelled, the period of insurance terminates when the cancellation becomes effective.
<b>private use</b>	using your car for reasons other than business use.

<b>start odometer reading</b>	the start odometer reading provided by you before the start of your period of insurance and as shown on your first Certificate of Insurance if you have Pay As You Drive cover. The start odometer reading is not applicable to renewal periods of insurance.
<b>sum insured</b>	the amount your car is insured for as shown on your Certificate of Insurance.
<b>terrorism</b>	any act to further a political, religious, ideological aim or to intimidate or influence a government or any section of the public, which could involve the use or threat of, force or violence.
<b>total loss</b>	damage sustained to your car which in our opinion makes your car unsafe or uneconomical to repair when compared to the market value or agreed value shown on your Certificate of Insurance, or where your car has been stolen and not recovered.
<b>trailer</b>	a registered trailer that is not motorised and is designed to be towed by a car.
<b>we, us or our</b>	The Hollard Insurance Company Pty Ltd.
<b>you, your</b>	the person(s) named on the Certificate of Insurance as the insured.
<b>your car</b>	the registered vehicle shown on your Certificate of Insurance. It includes the manufacturer's standard options, and any other accessories or modifications made to your car that you have told us about and that we have agreed to cover. These will be listed on your Certificate of Insurance.

Register for a Car, Home and  
Landlords Insurance account to access and  
update your policy details anytime.

[seniors.com.au/selfservice](https://seniors.com.au/selfservice)

**For more  
information**

**Call 13 13 43**

or visit [seniors.com.au](https://seniors.com.au)