

# Motor Vehicle Insurance product disclosure statement and insurance policy

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Insurer: Swann Insurance (Aust) Pty Ltd ABN 80 000 886 680. AFS Licence No. 238292.

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## Welcome to the security of Swann Insurance

### This booklet is important

This Product Disclosure Statement and Insurance Policy (PDS) contains important information required under the Corporations Act 2001.

Please read this booklet before you apply for insurance.

This PDS sets out the terms, conditions and limits that apply for the insurance we offer to you. If you have paid the Premium and we accept your application for insurance, you will receive a Policy schedule that sets out details of the insurance you have taken out. It is your responsibility to make sure that all details contained on the Policy schedule are correct.

Our agreement with you is made up of your application, this booklet, the Policy schedules and endorsements we send to you. Endorsements are notices we send to confirm any change to your insurance.

Keep this booklet in a safe place. You may want to refer to it from time to time.

We recommend that you keep receipts for major items you purchase.

If you need more information about this insurance, please contact us.

The information in this booklet was current at the time of preparation. However, some information may change from time to time. If a change is significant, we will issue a supplementary PDS or replacement PDS. If a change is not significant, you can obtain a copy of the updated information free of charge by contacting us.

### Introduction

#### Who is the insurer

Swann Insurance (Aust) Pty Ltd, is the insurer. Our Australian Business Number is 80 000 886 680. Our Australian Financial Services Licence Number is 238292. In this booklet the insurer is called 'we', 'us', 'our', or 'Swann Insurance'.

#### Who is insured

The person or persons named as the insured when you applied for this insurance and named on the Policy schedule. In this booklet that person or persons are called 'you' or 'your'. Any other person you authorise to be in control or possession of your Vehicle are also insured. If your Vehicle is subject to a finance agreement, it also includes your financier, but only to the extent of their interest in your Vehicle.

#### How to contact us

You may contact us by:

- ◆ telephone on 1300 307 926, or
- ◆ writing to us at Swann Insurance, PO Box 14459 Melbourne VIC 8001.

#### The purpose of this PDS

This booklet has been prepared to assist you in understanding this insurance and making an informed choice about your insurance requirements.

#### How to apply for insurance

Complete our application. If we accept your application for insurance, you will receive a Policy schedule that confirms cover and sets out details of the insurance you have taken out.

If you apply for this insurance and your answers to our questions are entered into our Web based system, we will provide you with a copy of the questions we have asked and the answers you have provided relating to the assessment of your particular risk.

#### Costs

The Premium payable by you will be shown on your Policy schedule.

The key factors that influence the Premium calculations are reflected in the questions asked, and information sought, at the time of your enquiry or application for insurance.

These include factors relating to:

- ◆ the frequency claims will occur and the average cost of each claim.
- ◆ the level of cover you have selected.
- ◆ the age of all drivers who use your Vehicle.
- ◆ the amount each driver uses your Vehicle.
- ◆ the make, model, and type of your Vehicle.
- ◆ the value of your Vehicle.
- ◆ the type and value of any accessories and modifications fitted or made to your Vehicle.
- ◆ what you use your Vehicle for and how much you use it.
- ◆ where your Vehicle is usually housed.
- ◆ the security and overnight parking of your Vehicle.
- ◆ your insurance, accident, and driving/riding history.

Premiums are subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your Policy schedule.

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

#### General Insurance Code of Practice

Swann Insurance has adopted the General Insurance Code of Practice. The purpose of the code is to raise the standards of practice and service in the general insurance industry.

The objectives of the code are:

- ◆ to promote better, more informed relations between insurers and their customers,
- ◆ to improve consumer confidence in the general insurance industry,
- ◆ to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, and
- ◆ to commit insurers and the professionals they rely upon to higher standards of customer service.

If you would like more information about the code, please contact us.

## Your duty of disclosure

### What you need to tell us

You must tell us anything that you know, or should know, which could affect our decision to insure you and/or the terms on which to insure you. You must do this when you apply for insurance, renew your insurance or when you change or reinstate your insurance. When we ask you specific questions, you must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by this insurance answers all questions in this way. These are requirements of the Insurance Contracts Act 1984.

### What you do not need to tell us

You do not need to tell us anything that:

- ◆ reduces our risk.
- ◆ is of common knowledge.
- ◆ we know, or as an insurer should know.
- ◆ we indicate that we do not want to know.

### What will happen if you do not tell us

If you withhold relevant information or you do not answer our questions in the way we have described, we can reduce the amount we pay you for your claim, or we can cancel your insurance. If your failure to tell us is fraudulent, or your answers are untruthful, we can treat your insurance as if it never existed.

### If you do not understand

If you do not understand your duty, please contact us.

## Important information

### The way we handle your personal information

We collect personal information from you for the purpose of providing you with insurance products, services, and processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to:

- ◆ other insurers,
- ◆ an insurance reference service,
- ◆ our service providers and/or advisers,
- ◆ any third party with whom you have been dealing in respect of this insurance and who referred you to Swann Insurance,
- ◆ any other third party as permitted or required by law.

In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers.

When you apply for insurance you can select to receive offers of products and services which may be of benefit to you. During the Period of insurance we may, or any other organisation we authorise may, provide these offers. You may be contacted in writing, by phone or other electronic means. If you do not wish to receive these offers you can select not to receive them when you apply for this insurance, or you can contact us at any other time.

If you wish to update or access any information, please contact us.

### Authority to act

Swann Insurance has relationships with authorised representatives and other licensees who sell Swann Insurance policies. Swann Insurance may pay remuneration to authorised representatives and other licensees when they sell Swann Insurance policies.

### Your cooling-off period

If you decide that you do not wish to continue with this insurance, you have 28 days after the Commencement date of this insurance to request cancellation. To do this, you must advise us in writing. We will provide you with a full refund of Premium paid, providing you have not made a claim under this insurance.

### Pay your Premium by instalments

You can pay your Premium by instalments to help spread your payment over the period of your insurance cover.

An administration charge will apply to use this facility. If you require to know the amount of this charge, please contact us and we will provide you with this information.

If you are paying by instalments and an instalment is 14 days or more overdue, we may refuse a claim. We may cancel this insurance if the instalment is one month or more overdue.

## Words that have a special meaning

Some of the words in this PDS have special meanings. These words and their meanings are listed below.

### Agreed value

The fixed amount we agree to cover your Vehicle for during the current Period of insurance. The Agreed value is stated on the Policy schedule.

### Business use

Your Vehicle is used by you or your employees in connection with a business. This does not include situations described under Courier use or Goods carrying use.

### Courier use

Your Vehicle is used for business purposes and for the collection or delivery of goods upon no fixed route.

### Goods carrying use

Your Vehicle is used for business purposes and for the collection or delivery of goods upon a fixed route. This does not include situations described under Courier use.

**Legal liability**

The legal responsibility to pay compensation for damage to property other than your own as a result of an accident for which you are at fault.

**Market value**

The pre-accident retail value of your Vehicle. We will determine this amount at the time that we assess your claim, having regard to the age and condition of your Vehicle and the kilometres it has travelled.

**Period of insurance**

The period of cover shown on the Policy schedule.

**Policy schedule**

The most recent schedule (or renewal invitation) we give you describing the terms and conditions that are specific to your insurance. This also includes any amendments we send you in writing.

**Premium**

The amount you pay for the insurance.

**Private use**

Your Vehicle is only used by you for social, domestic and pleasure purposes. This includes commuting to and from your place of employment.

**Purchase price**

The amount you paid for the Vehicle including registration, dealer delivery fees, statutory insurance, government stamp duty and Goods and Services Tax, but excludes all other costs.

**Replacement vehicle**

A vehicle you have purchased to replace the Vehicle described on the Policy schedule.

**Terrorism**

Any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

**Total loss**

In our opinion your Vehicle is unable to be repaired economically or it has been stolen and not found.

**Vehicle**

The Vehicle and any accessories/modifications described on the Policy schedule.

## The insurance cover you select

When you take out your insurance you can choose the level of cover that is appropriate to your Vehicle. You have a choice of 3 covers to select from;

1. Comprehensive Cover
2. Third Party, Fire and Theft Cover
3. Third Party Liability Cover.

The type of cover you have is stated on the Policy schedule.

The cover provided by this insurance may vary from the prescribed standard cover. It is therefore important that you read, retain and understand this PDS.

## 1. Comprehensive cover

If your Vehicle is accidentally damaged, stolen or burnt anywhere in Australia, we will at our option either:

- ◆ repair your Vehicle, or
- ◆ pay you the cost of repairing your Vehicle, or
- ◆ pay you the Agreed value or Market value of your Vehicle.

With Comprehensive cover, all benefits, conditions, and exclusions described under Third Party Fire and Theft cover and Third Party Liability cover also apply.

### Additional benefits we will pay for when you have selected Comprehensive cover for your Vehicle

**◆ Emergency repairs**

If your Vehicle is accidentally damaged or stolen more than 100 kilometres from your home and we agree to pay your claim, we will pay up to \$500 for emergency repairs necessary to enable you to drive your Vehicle home or to the nearest place of repair.

**◆ Emergency expenses**

If your Vehicle is accidentally damaged, stolen or burnt more than 100 kilometres from your home and we agree to pay your claim, we will reimburse up to \$500 for emergency accommodation, travelling expenses or rental car expenses paid by you for you and your passengers to return home or to complete your journey.

**◆ Faultless no claim bonus**

If your Vehicle is involved in an accident, your no claim bonus rating will not be affected if, in our opinion, you or any person using your Vehicle with your permission were not to blame for the accident occurring. You must provide us the name and current address of the person who caused the accident, and the registration numbers of any other vehicles involved in the accident.

**◆ New vehicle replacement**

If your Vehicle is a Total loss and your Vehicle:

- is still covered by the original new vehicle warranty, and
- is less than 24 months old, and
- has travelled less than 40,000 kilometres,

we will replace your Vehicle with a new Replacement vehicle provided one is locally available.

We will only replace your Vehicle where your Vehicle has been insured by this policy since:

- first registration of your Vehicle as new, or
- second registration of your Vehicle provided your Vehicle:
  - was less than 6 months old, and
  - had travelled less than 5,000 kilometres, from the date of first registration.

If your Vehicle has been superseded with a new model and your Vehicle is not available we will replace your Vehicle, with the new model provided it is locally available.

If your Vehicle is subject to a finance agreement, we will also require the financier's written consent before we can replace your Vehicle.

If we do replace your Vehicle we will also pay for registration, statutory insurance, dealer delivery fees, government stamp duty and the Goods and Services Tax.

This benefit does not apply to any vehicle that has been discontinued, or any vehicle with a load carrying capacity exceeding 1 tonne.

If agreement cannot be reached on a Replacement vehicle, we will pay you the Market value or Agreed value of your Vehicle, whichever is shown on your Policy schedule.

#### ◆ Personal items

If we agree to pay your claim after your Vehicle is accidentally damaged, stolen or burnt, we will also pay up to \$500 if any personal items belonging to you or a member of your family are damaged, stolen or burnt. This does not include:

- mobile phones,
- cash,
- cheques,
- negotiable securities, or
- any property used for earning income.

#### ◆ Trailer

If a trailer is accidentally damaged, stolen, or burnt while it is attached to your Vehicle, we will pay the lesser of:

- the costs of repairs, or
- \$1,000.

#### ◆ Windscreen or window cover

If a windscreen or window is accidentally damaged, we will at our option either:

- repair the windscreen or window, or
- replace the windscreen or window, or
- pay you the cost of repairing or replacing the windscreen or window.

We will only pay for one windscreen or window in any Period of insurance. The most we will pay is up to \$500.

Repair or replacement of a windscreen or a window once during the Period of insurance does not require payment of any excess and will not affect your no claim bonus.

#### ◆ Hire vehicle reimbursement following your Vehicle being stolen

We will reimburse to you the cost of hiring a vehicle similar to your Vehicle if your Vehicle is stolen.

We will only pay this cost for up to 14 days when you:

- make a claim, and
- pay the applicable excess.

We will stop paying this cost when:

- your Vehicle is found if it is undamaged, or
- your Vehicle is found and repaired if it is damaged, or
- your Vehicle is found and we have paid you the cost of repairs, or
- we have paid the Agreed value or Market value of your Vehicle, whichever is shown on your Policy schedule.

You must pay for all fuel and running costs of the hire vehicle, you are responsible for any damage to the hire vehicle and any excess that is applicable to the hire vehicle under the terms of the hire agreement.

#### ◆ Keys and locks

If there is satisfactory reason to believe that keys to your Vehicle have been illegally copied, or the keys to your Vehicle have been lost or damaged, we will pay up to \$1,000 to replace your Vehicle keys and/or locks.

#### ◆ Towing and clean up costs

If your Vehicle is accidentally damaged, stolen or burnt, we will pay:

- the cost of moving your Vehicle,
  - to a repairer near the accident site or near where your Vehicle was burnt, or
  - to a repairer near where your Vehicle has been found if it was stolen and damaged, or
  - to any other place that we agree.
- the cost of removing your Vehicle debris from the accident site, or where your Vehicle was burnt.

### Optional additional benefit you can select when you have selected Comprehensive cover for your Vehicle

#### ◆ No claim bonus rating 1 protection

You can select to protect your no claim bonus rating 1. If at the start of the current Period of insurance as shown on the Policy schedule you are entitled to a no claim bonus rating 1, and you make a claim during that period, and in our opinion you were at fault, your no claim bonus rating will not change for the following renewal period. Any other claim that you make during the current Period of insurance where, in our opinion, you were at fault, will affect your no claim bonus entitlement.

Your Policy schedule will show 'NCB Protection' if you have requested this option.

### Optional cover you can select when you have selected Comprehensive cover for your Vehicle

#### ◆ Restricted driver

You can select a lower Premium if you wish to restrict the people who are allowed to drive your Vehicle.

The cover provided by this policy will only be in effect when your Vehicle is being used for Private use, and was being driven by a person:

- aged 25 to 70 years, and
- who has been licensed in Australia for more than two years; and
- who does not have a learner permit or a provisional or probationary driver licence.

The restriction shown above will not apply when:

- your Vehicle is being repaired, serviced or tested, or is being parked by a parking attendant, or
- your Vehicle has been stolen unless the Vehicle has been stolen by someone who normally lives with you.

All cover provided by this policy will not apply while anyone other than those people stated above drive your Vehicle.

## 2. Third Party, Fire and Theft cover

If you have this cover and your Vehicle is damaged by fire and is a Total loss, or if your Vehicle is stolen and not found, we will pay you the Market value.

If your Vehicle is damaged by fire and is not a Total loss, or if your Vehicle is stolen and found damaged or if parts of your Vehicle are stolen and either not found or are found damaged, we will at our option either:

- ♦ repair your Vehicle.
- ♦ pay you the cost of repairing your Vehicle.
- ♦ pay you the Market value.

If your Vehicle is stolen and found damaged or is damaged by fire, we will also pay the reasonable cost of moving your Vehicle:

- ♦ to a repairer near the accident site or near where your Vehicle was burnt, or
- ♦ to a repairer near where your Vehicle has been found, if it was stolen and found damaged, or
- ♦ to any other place that we agree to.

Where this type of cover is stated on the Policy schedule, all benefits, conditions, and exclusions described under Third Party Liability cover also apply.

## 3. Third Party Liability cover

We will cover you for your Legal liability to pay compensation for loss or damage to someone else's property as a result of an accident anywhere in Australia.

This loss or damage must be caused by:

- ♦ the use of your Vehicle, or
- ♦ goods falling from your Vehicle, or
- ♦ a trailer or caravan being towed by your Vehicle.

This cover is also extended to your employer or any other driver using your Vehicle with your permission and any passengers in your Vehicle.

We will also pay for your legal expenses when our lawyers act in connection with a claim.

The most we will pay in relation to any one accident under this section of the PDS is \$20 million, including legal costs and expenses.

We will not provide this cover:

- ♦ if the damaged property belongs to you or is in your possession or control at the time of the accident.
- ♦ if your Vehicle was being operated without your permission at the time of the accident.
- ♦ for any liability you agree to accept that would not apply if such an agreement did not exist.
- ♦ for property belonging to or in the possession or control of a person operating or using your Vehicle with your permission at the time of the accident.

## Additional benefit we will pay for when you have selected Third Party Liability cover for your Vehicle

### Damage caused by an uninsured motorist

You are covered for accidental damage to your Vehicle in an accident caused by an uninsured motorist if:

- ♦ we agree that you would be legally entitled to recover the cost of the damage from the owner or the driver of the other vehicle, and
- ♦ you must satisfy us that the owner or driver is not insured for the damage and has refused to pay for it, and
- ♦ you must provide us with the name and address of the owner or driver and the registration number of the other vehicle.

The most we will pay is the Market value of your Vehicle, or \$5,000, whichever is the lesser.

## What you are insured for

Provided you have paid the Premium, and we have accepted your application, we agree to insure you during the Period of insurance for the type of cover selected and stated on the Policy schedule, subject to the terms, conditions and limits of this PDS.

## What you are not insured for

This insurance does not cover:

- ♦ the cost of repairing existing damage which your Vehicle had prior to an incident which results in a claim.
- ♦ the cost of repairing faulty workmanship or incomplete repairs previously carried out on your Vehicle prior to an incident which results in a claim, unless you are claiming under the terms of our repair guarantee.
- ♦ wear and tear, depreciation or corrosion.
- ♦ any loss as a consequence of you being unable to use your Vehicle, including the cost of hiring another vehicle (except as described under Additional benefits - Emergency repairs, Emergency expenses, Hire vehicle reimbursement following your Vehicle being stolen, and Towing and clean up costs).
- ♦ mechanical, structural, electronic or electrical failure.
- ♦ damage to tyres caused by punctures, bursting, cuts or brake application.
- ♦ the cost of any repairs to your Vehicle that have been carried out without our permission (except as described under Additional benefits - Emergency repairs).
- ♦ any incident resulting in a claim while the Vehicle was in an unsafe or unroadworthy condition that is known or could reasonably be expected to have been known by you, and that condition contributed to the accident.
- ♦ loss or damage caused by failure to properly safeguard your Vehicle after it was stolen and found, or after it has broken down, or after an accident.
- ♦ loss or damage deliberately caused by you or a person using your Vehicle with your permission, a person acting on your instructions or on the instructions of a person using your Vehicle with your permission.

- ◆ loss or damage caused to your Vehicle as a result of legal seizure.
- ◆ loss or damage caused by war, warlike activities, civil disturbance, nuclear waste or any nuclear material.
- ◆ loss or damage caused by any person insured by this insurance stealing, absconding or otherwise misappropriating the Vehicle.
- ◆ loss or damage that occurs whilst your Vehicle is in the care, custody or control of a licensed motor vehicle dealer for the purpose of sale.
- ◆ any costs associated with locating, importing or transporting parts as a result of a claim, where such parts are not normally available from the Vehicle manufacturer or its recognised distributor within Australia. If any part is unavailable in Australia, the most that we will pay in relation to any such part will be the lesser of:
  - the manufacturer's most recent Australian list price.
  - the list price of the closest equivalent part available in Australia.
  - the actual cost of having a new part made in Australia.
- ◆ contamination by chemical and/or biological agents which results from an act of Terrorism.

We may refuse or reduce a claim or cancel this insurance, or do both, if at the time of an incident resulting in a claim your Vehicle:

- ◆ was being used to carry hazardous or inflammable goods in quantities above those allowed by government regulation.
- ◆ was being used for hire, driver instruction or conveyance of passengers, for fare or reward (this includes car rental). This does not apply to private car-pooling arrangements.
- ◆ was being used or tested in preparation for any motor sports.
- ◆ was outside of Australia.
- ◆ had been modified from the manufacturer's specifications, unless we had agreed to cover it.
- ◆ was being used for fast food delivery.
- ◆ was being used for towing and or vehicle haulage in connection with the motor trade or breakdown service.
- ◆ was being used in connection with emergency or law enforcement services.
- ◆ was unroadworthy or in an unsafe condition at the time of the accident and you knew, or should have known that it was unroadworthy or in an unsafe condition.
- ◆ was unregistered at the time of the accident.

## Driver exclusions

This insurance does not cover any incident resulting in a claim where at the time of the incident the driver or the person in charge of your Vehicle, or last in charge of your Vehicle:

- ◆ was under the influence of alcohol or drugs.
- ◆ was in excess of the statutory prescribed legal limit for blood alcohol content.
- ◆ refused to take a test for alcohol or drug content.
- ◆ was not licensed to drive it on public roads.
- ◆ has made any admissions, offers of settlement or attempted to defend any claim without our written consent.

- ◆ fails to comply with all obligations that by law they are required to comply with following an incident that may result in a claim.
- ◆ was carrying a load or towing a trailer or caravan illegally or in an unsafe condition or in excess of the maximum weight specified by the Vehicle manufacturer.
- ◆ was using it for an illegal purpose.
- ◆ is not truthful in any statement made in connection with a claim.
- ◆ has not taken reasonable precautions to avoid the incident.
- ◆ did not immediately make a report to Police when he or she suspects that the Vehicle or items attached to the Vehicle have been stolen.
- ◆ fails to report the accident to Police or remain at the scene of the accident long enough for interested persons to attend.

## You cannot give your rights away

You cannot give anyone else an interest in this insurance without our written consent.

## What you are required to do for us

Failure to do any of these things may affect our decision to continue your insurance cover. Changes to the Vehicle or circumstances of the risk may also affect our decision to continue your insurance cover.

- ◆ You must pay us the Premium for this insurance.
- ◆ You must tell us as soon as possible of any changes to:
  - the address where your Vehicle is normally kept.
  - the use of your Vehicle.
  - regular drivers who will drive your Vehicle.
- ◆ You must tell us as soon as possible of any:
  - modifications that are made to your Vehicle.
  - accessories that are added to your Vehicle.
  - driving or criminal offences that have been committed by anyone who regularly drives your Vehicle. You do not need to tell us about parking offences that a regular driver may receive.
  - drivers who regularly drive your Vehicle that have their licence suspended, cancelled or restricted by endorsement.
- ◆ You must take reasonable precautions to prevent anything which could result in a claim under this insurance.
- ◆ You must make sure that anyone doing anything on your behalf obeys all laws.
- ◆ You and anyone who is insured by this insurance must comply with the conditions of this insurance.

## How to make a claim

Contact us on 1300 657 318 for a claim form as soon as something happens that you believe you can claim for.

You must complete a claim form and return it to us immediately following an incident occurring that may result in a claim on this insurance. If we do not receive your completed claim form within 14 days of such an incident, we may refuse a claim or reduce the amount we pay for a claim.

We ask that you provide all reasonable assistance when requested in relation to your claim. We may also require other documentation or statutory declarations from you depending on the circumstances of your claim. Where this is required, we will ask for it.

Any communication from other parties involved must be referred to us.

## What you must pay in the event of a claim

### Premium

You must pay the full annual Premium (this includes any remaining instalments that are payable in the current Period of insurance) before we make any payments in relation to a claim on this insurance.

### Excess

If you make a claim, the excess is the first amount you must pay in relation to each claim on this insurance. We will not make any payments to you or any other party in relation to a claim until the excess has been paid in full.

There are 6 types of excess:

- ◆ Basic excess.
- ◆ Age excess.
- ◆ Licence excess.
- ◆ Special excess.
- ◆ Undisclosed driver excess.
- ◆ Voluntary excess.

The excess you must pay is the total of these excess amounts added together unless otherwise stated.

### Basic excess

The basic excess varies depending on the state or territory in which you normally reside at the time of a claim.

Unless otherwise stated on your Policy schedule, the basic excess amount will be:

New South Wales	\$450
Victoria	\$450
Queensland	\$350
South Australia	\$300
Western Australia	\$200
Tasmania	\$250
Australian Capital Territory	\$400
Northern Territory	\$400

### Age excess

The age excess is based on the age of the driver of your Vehicle at the time of an accident.

Unless otherwise stated on your Policy schedule, the age excess amount will be:

Drivers under 20 years old	\$900
Drivers 20 or 21 years old	\$800
Drivers aged 22 to 24 years old	\$500

You do not have to pay an age excess if your Vehicle is stolen.

### Licence excess

The licence excess is based on the type of licence the driver of the Vehicle has at the time of an accident. This excess applies for claims made where at the time of an accident the driver does not hold a full Australian driver's licence or is the holder of a learner's permit or a probationary or provisional licence.

Unless otherwise stated on your Policy schedule, the licence excess amount will be \$500.

You do not have to pay a licence excess if your Vehicle is stolen.

### Special excess

The special excess is based on your Vehicle or the driving records, criminal records and insurance records of those who drive your Vehicle.

If a special excess applies, the amount will be shown on the Policy schedule.

### Undisclosed driver excess

You must contribute the undisclosed driver excess of \$1,000 in addition to all other applicable excesses if your Vehicle was being driven by a person under 25 years of age who was not nominated on the application for this insurance or any subsequent renewal of your insurance.

### Voluntary excess

You are able to elect a voluntary excess to reduce your Premium. This excess will be shown on your Policy schedule.

### When an excess will not apply

There are some circumstances where an excess will not apply.

- ◆ Theft claims
 

If your Vehicle is stolen, you will not have to pay the age excess, licence excess, or the undisclosed driver excess.
- ◆ Windscreen or window claims
 

You will not have to pay any excess if you make a claim for one windscreen or one window in any Period of insurance. If you make more than one claim for a windscreen or window, then you will be required to pay an excess.
- ◆ Other claims
 

You will not have to pay an excess for any claims if, in our opinion:

  - you or any person using your Vehicle with your permission, were not to blame for the accidental damage caused, and
  - you give us the name and address of the driver of the other vehicle and the registration number of the other vehicle.

## Repairing your Vehicle

In most cases, where your Vehicle is damaged, it will be able to be repaired. We will ensure the repairs are carried out properly.

### Repair guarantee

We will guarantee the quality of workmanship on authorised repairs, including any sub-let repairs, for the life of the Vehicle at no extra cost to you, while the Vehicle is under your ownership. For example, our workmanship guarantee would apply to respraying a replaced panel.

### Who repairs your Vehicle

To have your Vehicle repaired:

- ◆ we may ask you to get quotations from at least two different vehicle repairers, one of whom we may nominate.
- ◆ we will decide which repairer is to repair your Vehicle.

Parts used in repairing your Vehicle will be compatible with the age and condition of your Vehicle and may be:

- ◆ manufactured by other than the vehicle manufacturer, or
- ◆ recycled.

## Claim recovery

If you make a claim on this insurance for an incident that in our opinion was not your fault, we reserve the right to take action to recover any money paid by us. When we do this, we may need to take such action in your name, and therefore, you must cooperate with us and give us any information we may require. We will pay for any legal expenses.

## Basis of settlement

Where we make a payment under this insurance for the acquisition of goods and services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you will be, or would have been, entitled to in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this insurance as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to acquire such goods, services or other supply.

## Paying the Agreed value, Market value or replacing your Vehicle

If your Vehicle is a Total Loss and we decide to replace it, or we pay you the Agreed value or Market value, whichever is shown on your Policy schedule, the Vehicle including any accessory or modification becomes our property. If your Vehicle has non-standard number plates we will allow you to retain them.

If we pay you the Agreed value, or Market value, whichever is shown on your Policy schedule, or replace your Vehicle, this insurance will cease and no refund of Premium will be available.

## Cancelling this insurance

### Cancellation by you

You may cancel this insurance at any time by requesting us to do so in writing.

If you do request cancellation, we will retain an amount from the Premium you have paid to cover the time that the insurance had been in force and our cancellation fees. We will refund the balance to you.

If we receive your cancellation request within 28 days from the insurance start date and you have not made a claim on this insurance, we will refund your Premium in full.

If your Vehicle is subject to a finance agreement, we will need the financier's permission before we can cancel your insurance.

### Cancellation by us

We may cancel this insurance where circumstances described in insurance legislation allow us to do so.

If we cancel this insurance, we will retain an amount from the Premium that you have paid to cover the time that the insurance had been in force. We will refund the balance to you.

## Making changes to this insurance

### Changing Vehicles

If you purchase a Replacement vehicle valued at \$120,000 or less, this insurance will provide the same cover for the Replacement vehicle for a maximum of 14 days from the time of purchase, provided you advise us of the Replacement vehicle details within this period. If you wish to continue cover for your Replacement vehicle with us after the 14-day period, you must contact us and confirm continuation of cover. If we do continue the cover, we will advise you of any change to the Premium and/or terms of the insurance. If you do not contact us and confirm continuation of cover with us, your Replacement vehicle will not be insured with us after the 14-day period has ended.

If you do not give us the details of the Replacement vehicle within this period, cover will only be provided for the Vehicle described on the Policy schedule.

If you do not dispose of the Vehicle described on the Policy schedule when you purchase a Replacement vehicle, we will provide cover for both the Vehicle described on the Policy schedule and the Replacement vehicle for up to 14 days.

Cover for the Vehicle described on the Policy schedule will cease when you dispose of the Vehicle.

If you purchase a Replacement vehicle valued at more than \$120,000, cover will not be provided for the Replacement vehicle until you notify us of the Replacement vehicle details and we agree to provide cover for the Replacement vehicle.

If you dispose of your Vehicle and don't tell us, this insurance will cease without notice to you.

## Complaint and dispute handling process

Swann Insurance has a well-deserved reputation for providing quality products, good customer service and settling claims promptly and equitably.

However, if you are not satisfied with:

- ◆ one of our products,
- ◆ our service,
- ◆ our sales and marketing,
- ◆ changes made to your Premium or no claim bonus (if applicable),
- ◆ declined insurance,
- ◆ the service of our representatives or service providers,
- ◆ your claim,
- ◆ our handling of your personal information, or
- ◆ any other matter,

we have a process to help if you wish to make a complaint.

### The process

The first thing you should do is call us on 1300 307 926. If you let us know what the complaint is we may be able to resolve the complaint for you. If the staff member you speak to is unable to resolve the complaint for you, they will refer you to a manager.

The manager will review and respond to your complaint.

A response will usually be provided within 15 days from when you made your complaint.

If the manager cannot resolve your complaint you can request the complaint be referred to an internal Dispute Resolution Officer. The internal Dispute Resolution Officer will treat your complaint as a dispute. They will conduct a review of your dispute and provide you with a decision usually within 15 business days. Our Dispute Resolution Procedure is completely free of charge to all of our customers.

If you do not agree with the Dispute Resolution Officer's decision, you may wish to seek an external review of the decision. The Dispute Resolution Officer's letter outlining their decision will provide you with information on external review option(s), including, if appropriate, referring you to the dispute resolution scheme run by the Insurance Ombudsman Service (IOS). The IOS is administered by the Insurance Ombudsman Service Limited ABN 23 062 284 888. The IOS is an external body that is independent of Swann Insurance. Your complaint should be put in writing and addressed to:

Insurance Ombudsman Service Limited  
PO Box 561  
Collins Street West  
Melbourne VIC 8007  
Telephone 1300 780 808

It will deal with all enquiries and disputes and make its decision at no cost to you.

If your dispute is about our collection, use, disclosure of, or access to your personal information, you may refer the matter to the Australian Privacy Commissioner who will investigate your concerns and make a decision at no cost to you.

Contact us if you need any help in understanding how our complaint and dispute handling procedure operates. Swann Insurance also has brochures available explaining the dispute resolution process in more detail.

## How to contact us

**Swann Insurance (Aust) Pty Ltd**

ABN 80 000 886 680

**Mailing address:**

PO Box 14459 Melbourne VIC 8001

**Phone Numbers:**

Claims: 1300 657 318

Policy Enquiries: 1300 307 926

**Fax Numbers:**

Claims: 1300 720 451

Policy Enquiries: 1300 720 380

**E-mail:**

Claims: [swann.motor.claims@iag.com.au](mailto:swann.motor.claims@iag.com.au)