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Insurer: Insurance Australia Limited ABN 11 000 016 722 AFS Licence No 227681 trading as Swann Insurance (Swann Insurance)

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WELCOME TO THE SECURITY OF SWANN INSURANCE

THIS PDS IS IMPORTANT

This Product Disclosure Statement and Insurance Policy (PDS) contains important information required under the Corporations Act 2001. Please read this PDS 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 PDS, the Policy schedules and endorsements we send to you. Endorsements are notices we send to confirm any change to your insurance.

Keep this PDS 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 PDS 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

Insurance Australia Limited trading as Swann Insurance (Swann Insurance) is the insurer, Australian Business Number 11 000 016 722, Australian Financial Services Licence Number 227681. In accordance with the Insurance Act 1973 (Cth), IAL is authorised by the Australian Prudential Regulatory Authority to carry on insurance business in Australia. IAL is a wholly owned subsidiary company of Insurance Australia Group Limited, ABN 60 090 739 923.

Who is Swann Insurance

Swann Insurance is a trading name of IAL. In this PDS IAL 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 PDS that person or persons are called 'you' or 'your'. Any other person you authorise to be in control or possession of your Vehicle is 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.

The purpose of this PDS

This PDS 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 Internet 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.

IMPORTANT INFORMATION

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). 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 commit us to high standards of service,
- to promote better, more informed relations between us and you,
- to maintain and promote trust and confidence in the general insurance industry,
- to provide fair and effective mechanisms for resolving Complaints you make about us, and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Our commitment to you

- We have adopted and support the Code and are committed to complying with it.
- Please contact us if you would like more information about the Code or the Code Governance Committee

We rely on the information you provide us

When we agree to insure you, renew or vary your policy or decide on your claim, our decision relies on the accuracy of information you give us.

If that information is not accurate, we may:

- reduce the amount we pay for a claim if your noncompliance causes or contributes to the claim, or
- cancel the policy if we would not have issued you cover, or
- refuse to pay a claim made by you or anyone else insured by this insurance.

The course of action we take if you fail to give us accurate information will be considered in each circumstances based on what impact or effect your failure caused or contributed to a claim or our decision to issue your policy.

We therefore ask you to answer honestly, correctly and completely any questions we ask about you, your Motorcycle, a claim or any other person insured or to be insured by this insurance.

We do not require you to comply with the general duty of disclosure. We do require you to be truthful, honest and accurate whenever you interact with us in relation to this insurance.

How we protect your privacy

We use information provided by our customers to allow us to offer our products and services. This means that, from time to time, we will need to collect your personal information, and sometimes your sensitive information, (such as health information or criminal records). We will collect this information directly from you where possible, but there may be occasions when we do collect this information from someone else.

Swann Insurance will only use your information for the purposes for which it was collected, other related purposes and as permitted or as required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at www.swanninsurance.com.au/privacy. Alternatively, contact us at info@swanninsurance.com.au and we will send you a copy of our Privacy Policy.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in our Privacy Policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

Your cooling-off period

If you decide that you do not wish to continue with this insurance, you have 21 days after the Commencement date of this insurance to request cancellation. To do this, you must advise us by mail, by email or by calling us. We will provide you with a full refund of Premium paid, providing you have not made a claim under this insurance.

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 with which 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, and
- payment of your Premium by instalments.

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.

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 do choose to pay your Premium by instalments, your Premium will be more than if you choose to pay by a single annual payment.

If you are paying by instalments, you must ensure that your payments are made each month. An instalment is unpaid if it cannot be deducted from your nominated account or credit card.

If your premium or instalment is overdue, we will send you a notice outlining the overdue amount and when it needs to be paid.

If your premium remains unpaid after the time period specified in the notice we send, we will:

- i. cancel your policy for non-payment; and
- ii. refuse to pay any claim for an incident occurring after the cancellation date.

If you pay by instalment, we will send you a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If you need to make a claim when your policy is overdue, and before your policy has been cancelled for non-payment, we will require you to pay the overdue amount as part of the settlement process. Alternatively, where the settlement method allows, we can reduce the settlement payment by the overdue amount.

No Claim Bonus

We determine your No Claim Bonus level at New business based on:

- Consecutive years licenced, and
- Number of at-fault accidents and claims in 5 years

For each claim free year with us, your No Claim Bonus will move up one level, until you achieve our maximum No Claim Bonus Rating 1.

The No Claim Bonus levels are:	
Rating 1	Being claim free rewards you with our highest level of Rating 1 and gives you the ability to pay to add the No Claim Bonus Protection option.
Rating 2	If you qualify for a Rating 2 - 6, you move up one No Claim Bonus level after each claim free year until you reach our maximum Rating 1.
Rating 3	
Rating 4	
Rating 5	
Rating 6	

Minimum Premium

Your premium, including any discounts you may be eligible for, are subject to minimum and maximum premiums. We consider the minimum and maximum amounts we are prepared to sell the policy for and may adjust your premium to ensure it does not fall outside that range. Any discounts will be applied to your policy, only to the extent any minimum premium is not reached. This means that any discount you may be eligible for may be reduced. When we determine your premium on renewal, we may also limit any increases or decreases in your premium by considering factors such as your previous year's premium amount.

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 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 or ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

Total loss

We are satisfied that 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.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

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 when you have selected Comprehensive cover for your Vehicle

Baby capsules and child seats

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 baby capsules and child seats are damaged, stolen or burnt.

Death benefit

If the driver of your Vehicle dies as a result of a motor vehicle accident, we will pay \$5,000 to the driver's estate. We will make this payment provided the driver's death occurs within 12 months of the motor vehicle accident.

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.

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.

Faultless no claim bonus

If your Vehicle is involved in an accident, your no claim bonus rating will not be affected if:

- we are satisfied that you or any person using your Vehicle with your permission were not to blame for the accident occurring, and
- you 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.

To determine whether or not you, your driver, a passenger on your Vehicle or someone else was to blame for the accident we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

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.

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 the 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. If we replace your Vehicle keys and/or locks you are not required to pay any excess.

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 36 months old, and
- has travelled less than 100,000 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:

- the first registration of your Vehicle as new, or
- the 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,
- baby capsules and child seats, or any property used for earning income.

Taxi assistance

If your Vehicle is accidentally damaged and we agree to pay your claim and you drive your Vehicle to the repairer we have agreed to use to repair your Vehicle, we will reimburse you up to \$50 for a taxi to take you back to your home or your work place. You will need to provide a receipt for the taxi so you can obtain your reimbursement.

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.

Trailer

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

- the cost 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.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

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.

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 we are satisfied that 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, we are satisfied that you were at fault, will affect your no claim bonus entitlement.

For example If you have No Claim Bonus Rating 1 with No Claim Bonus Protection and made one 'at-fault' claim, your No Claim Bonus Rating would remain the same, however if you made two 'at-fault' claims in the same policy term you would move down to No Claim Bonus Rating 3 at renewal.

To determine whether or not you, your driver, a passenger on your Motorcycle or someone else was at fault for the accident we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

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 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.

Your Policy schedule will show 'Restricted driver' if you have requested this cover option.

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.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

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.
- 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 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 are satisfied 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 tell us that the driver of the other vehicle has advised they will not pay for the damage to your Vehicle, and
- you provide us with the name and address of the owner or driver and the registration number of the other vehicle.

To determine whether an accident was caused by an uninsured motorist, we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

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:

- any vehicle listed on the Written off vehicle register or the Stolen vehicle database.
- 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 relevant government regulation and such use caused or contributed to the incident resulting in a claim.
- 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, and such modification, unless we had agreed to cover it caused or contributed to the incident resulting in a claim.
- 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 being operated in an unroadworthy or in an unsafe condition at the time of the accident, and such operation caused or contributed to the accident.
- 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 to the extent that you incur liability or costs that you would not have incurred had you not made the admission or offer or attempted to defend the claim.
- fails to comply with all obligations that by law they are required to comply with following an incident that may result in a claim, and that noncompliance caused or contributed to the incident resulting 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, to the extent that such use caused or contributed to the incident resulting in a claim.
- was using it for an illegal purpose, that caused or contributed to the incident resulting in a claim.

- is not truthful in any statement made in connection with a claim to the extent we are prejudiced.
- has not taken reasonable precautions to avoid the incident.
- did not make a report to Police as soon as reasonably possible 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. The course of action we take when you fail to follow a condition will be considered in each circumstance based on what impact or effect your failure to comply caused or contributed to the claim or our decision to issue your policy.

Changes to the Vehicle or circumstances of the risk may also affect our decision to continue your insurance cover. As a result of the changes, we may:

- charge an additional Premium,
 - change the cover of your policy,
 - impose special conditions, or
 - cancel your policy and return to you a proportion of the Premium for the unexpired Period of Insurance
- You must pay us the Premium for this insurance.
 - You must tell us as soon as reasonably 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 reasonably 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 take reasonable steps to ensure that anyone doing anything on your behalf obeys all relevant laws.
 - You and anyone who is insured by this insurance must comply with the conditions of this insurance.

HOW TO MAKE A CLAIM

You can lodge a claim through our website www.swanninsurance.com.au or 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 as soon as reasonably possible, 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 if it adversely impacts the claims settlement under this policy.

We ask that you provide all reasonable assistance when requested in relation to your claim. You must give us the information and assistance we reasonably request and any information you give us must be honest, correct and complete. 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 may be required to 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. Otherwise, we will deduct any outstanding Premium from the amount we pay you.

Excess

If you make a claim, the excess is an amount you will be required to 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 as part of the finalisation of your claim.

There are 6 types of excess:

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

The excess you will be required to pay is the total of these excess amounts added together unless otherwise stated. The amount of each excess is shown on your Policy schedule.

Basic excess

This is the initial amount of excess you may be required to pay.

Age excess

The age excess is based on the age of the driver of your Vehicle at the time of an accident. You do not have to pay an age excess:

- if your Vehicle is stolen, or
- where your Vehicle is damaged whilst parked.

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.

You do not have to pay a licence excess:

- if your Vehicle is stolen, or
- where your Vehicle is damaged whilst parked.

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 will be required to contribute the undisclosed driver excess 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.

You do not have to pay the undisclosed driver excess:

- if your Vehicle is stolen, or
- where your Vehicle is damaged whilst parked.

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.

- **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:

- we are satisfied 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.

To determine whether or not you, your driver, a passenger on your Vehicle or someone else was to blame for the accident we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

Examples of how an excess applies

If you have accidentally damaged the rear of your car by reversing your car into a post. There are no other vehicles involved and the accident is your fault. If the only excess that applied to you was the basic excess, and for the purposes of this example, the amount of your basic excess is \$500. The cost of repairs are \$2,250 and we would pay the repairer \$1,750. You would need to pay the repairer \$500.

As another example, if your vehicle was stolen and not found. If you have a special excess on your policy of \$600 and a basic excess of \$500 and your Vehicle is insured for an Agreed value of \$18,500, we will pay you the Agreed value less the special excess and less the basic excess. In this example, we will pay you \$17,400.

The above examples contain excess values that may not apply to you. The actual excess values that apply to you are shown on your Policy schedule.

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 and materials 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:

- you can suggest a repairer, or we can suggest one for you.
- If we do not accept your choice of repairer, you must still cooperate with us to select another repairer, who has the necessary qualifications, skills and equipment to undertake the repairs, that we both agree on.

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 we are satisfied was not your fault, we reserve the right to take action to recover any money paid by us. To determine whether or not you, your driver, a passenger of your Vehicle or someone else was to blame for an incident, we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

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 reasonably require. We will only request information or co-operation that is relevant to our entitlement to make a claim against anyone else, or conduct, defend or settle any legal action, and we will provide an explanation as to why it is needed.

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.

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 14-day 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 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.

CANCELLING THIS INSURANCE

Cancellation by you

You may cancel this insurance at any time by mail, by email or by calling us.

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 fee of \$50. We will refund the balance to you.

If we receive your cancellation request within 21 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.

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 the staff member you speak to cannot help, your complaint will be automatically referred to a manager who will review it and respond to you. The response will usually be provided within 15 business days from when you made your complaint to the Manager.

If the manager cannot resolve your complaint you can request the complaint be referred to an internal Dispute Resolution Officer (DRO). The DRO 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 DRO's decision, you may wish to seek an external review of the decision. The DRO'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 Australian Financial Complaints Authority (AFCA).

AFCA provides fair and independent financial service complaint resolution that is free to consumers. AFCA is an external body that is independent of Swann Insurance. Your complaint should be put in writing and addressed to:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678 (free call)
Email: info@afca.org.au
Website: afca.org.au

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.

FINANCIAL CLAIMS SCHEME

This Policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA). The FCS entitles certain persons, who have valid claims in connection with protected policies, to be paid certain amounts by APRA in the event that an insurer becomes insolvent. Information about the FCS can be obtained from APRA at www.apra.gov.au or by calling APRA on 1300 55 8849.

HOW TO CONTACT US

Swann Insurance

ABN 11 000 016 722

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

Email:

Claims: swann.motor.claims@swanninsurance.com.au

Enquiries: info@swanninsurance.com.au

Internet: www.swanninsurance.com.au