



Rideshare Vehicle Insurance

Product Disclosure Statement (PDS)

www.assureus.com.au

Distributed by PB&RD Pty Ltd trading as
AssureUs, ABN 86 674 852 932 AFSL No 563444
Insurance provided by Certain Underwriters at Lloyds Of London
PDS prepared and last updated on 21 Jan 2026

AssureUs's 24 x 7 Help Line details are as follows:

AssureUs

Ph: 1300 027 873

Email: info@assureus.com.au

Website: www.assureus.com.au

Key features and benefits | Comprehensive/Third Party Car Insurance

What You're covered for Loss or damage to your Vehicle	Included
Accident	✓
Flood	✓
Collision or crash	✓
Storm	✓
Earthquake	✓
Theft or attempted theft	✓
Explosion	✓
Tsunami	✓
Fire	✓
Vandalism or a malicious act	✓

What You're covered for Additional benefits (provided by AssureUs)	Included
Free GPS Tracker (T&C Applies)	✓
Emergency and Accommodation	✓
24 x 7 Premium Roadside Assistance	✓
24 x 7 Customer Service	✓
Replacement vehicle	✓
Storage and towing	✓
Vehicle pick up and return	✓
Windscreen Glass Damage	✓

Insurance at a glance | Quick summary

Here’s a summary of the key details about this Comprehensive/Third Party Car Insurance. In this Product Disclosure Statement (‘PDS’), We set out the full details about Your cover and any limits, exclusions and conditions that may apply.

Who We Insure	The entity named as the insured on the Certificate
What We Insure	<p>Property Damage to Your Vehicle:</p> <ul style="list-style-type: none">Your Vehicle shown on Your Certificate and includes any standard equipment that comes with it and any genuine accessories that are attached to it. <p>Your legal liability to third parties:</p> <ul style="list-style-type: none">For claims made against You for loss or damage to the property of third parties caused by Your Vehicle; and <p>Listed events</p> <ul style="list-style-type: none">We cover loss or damage to Your Vehicle caused by Accident which includes events such as collision or natural disasters as well as loss or damage caused by vandalism or a malicious act.
What We pay if We accept Your claim	<p>For Property Damage to Your Vehicle:</p> <ul style="list-style-type: none">The cost to repair or replace Your Vehicle up to the Market Value <p>For Your legal liability to third parties:</p> <ul style="list-style-type: none">Your legal liability to pay a claim to a third party, up to \$20,000,000 for any one claim and in the aggregate.
Additional benefits available to You	<p>Additional benefits</p> <ul style="list-style-type: none">In addition to the insurance benefits We provide, AssureUs will pay for other costs You may incur in certain situations – for example, providing a hire vehicle after an ‘at fault’ or ‘not at fault’ collision, towing and storage. <p>Please note the hire vehicle benefit is not available for ‘at fault’ claims if Your Vehicle is an import or where the Vehicle was stolen, damaged by fire or a total loss claim and the driver was at fault.</p>

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Comprehensive/Third Party Car Insurance | **Product Disclosure Statement**

This Product Disclosure Statement ('PDS') tells You about this insurance and is designed to help You make an informed choice before deciding whether to apply to be covered under the Policy. This PDS explains the scope of coverage available to You under the Policy, what happens in the event of a claim, and what You need to do when You insured with Us.

It is important that You read this document and Your Certificate, understand the cover provided, make sure all the information is correct and if You need to change anything, contact AssureUs.

In return for meeting Your obligations under the Policy, We will provide You the cover described in this Policy for events which occur during the Period of Cover shown on your Certificate.

From time to time, We will need to update this PDS. If the update results in a material change from the PDS You hold, We will send You another PDS or a supplementary PDS. You may request a copy of the PDS free of charge at any time by contacting AssureUs at the details shown above.

Important information

Insurance cover

The insurance cover under the Policy is available to You, as a financial member of AssureUs without the need for You to enter into a separate agreement with Us. You are not a contracting insured so You cannot vary or cancel the Policy. Only AssureUs or Us can cancel or vary the insurance cover under the Policy and We or AssureUs do not need Your consent to do so. We do not need to provide any notice to You in relation to the Policy. AssureUs will provide You with at least 30 days written notice if the Policy is terminated.

Who is the insurer

This comprehensive/third party car cover is provided under a group policy ('Policy') issued by the Insurer to PB&RD Pty Ltd trading as AssureUs, ABN 86 674 852 932, AFSL: 563444 ('AssureUs').

The insurer of the Policy is Certain Underwriters at Lloyds of London. Lloyd's is supervised by APRA and is financially liable for any claims that come within the Policy terms and conditions.

Who is AssureUs

AssureUs offer insurance and other services to private vehicle or rideshare, taxi and courier van drivers. For more details about our services, please refer to the Financial Services Guide and the AssureUs website. AssureUs has arranged the Policy and is the policyholder.

You can contact AssureUs in relation to this insurance by:

E-mail: info@assureus.com.au

Phone: 1300 027 873

Website: <http://www.assureus.com.au/>

Your Duty of Disclosure

This Policy is subject to the *Insurance Contracts Act 1984* (Cth) ('Act'). Under that Act You have a duty of disclosure. Before You purchase the insurance, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, that may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until this Policy is entered into, or where relevant, renewed, extended, varied or reinstated ('Relevant Time'). If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- reduce the risk We insure You for;
- are common knowledge;
- We know or, in the ordinary course of Our business should know; or
- We have told You We do not want to know.

If You do not comply with Your duty of disclosure, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Type & Summary of what You are insured for

The Policy has been designed to address the needs of Vehicle owners who are using their Vehicles for the provision of private use or Rideshare Services through a Rideshare Platform and other business use, such as courier services.

Comprehensive Insurance: This covers loss or damage of Your car caused by Accident (for example, damage by collision, fire and storm), theft or a malicious act, damage to another other party's vehicle and will cover Your legal liability to other people for property damage caused by the use of Your Vehicle up to \$20,000,000, during the Period of Cover.

Third Party insurance: This insurance doesn't cover any damage to Your Vehicle including caused by fire, theft, natural disasters or a malicious act. It will only cover Your liability to other people for property damage caused by the use of Your Vehicle up to \$20,000,000 (for any one claim and in the aggregate) during the Period of Cover.

The cover includes:

- loss or damage to Your Vehicle caused by certain events (only if You selected Our comprehensive cover)
- legal liability arising from the use of Your Vehicle that causes loss or damage to someone else's property. We will only cover the legal liability of You or a Nominated Driver; and
- additional benefits within the limits set out in this PDS.

It is Your responsibility to ensure that the coverage available under the Policy is appropriate to Your needs.

We are only liable to compensate You for the true cost of repairing or replacing Your Vehicle based on the current Market Value of Your Vehicle for loss or damage covered under this Policy.

This is only a summary of Your cover. It is important that You read the PDS in full and Your Certificate to ensure that You understand the limitations of Your insurance.

Special conditions and embargoes

We may impose special conditions on the Policy that may exclude, restrict or extend cover for a person or a particular matter.

Your current Certificate shows any special conditions that apply to the Policy.

We do not cover You for **loss or damage caused** by bushfire, grassfire, storm, Flood or named cyclone, that occurs within 72 hours of the purchase of this Policy, unless:

- You obtained cover under the Policy immediately after another Policy covering the same Vehicle ended without a break in cover; or
- You had entered into a contract of sale to purchase (or contract to lease) Your Vehicle and obtained cover under this Policy for Your Vehicle prior to taking possession of Your Vehicle.

This is also known as an embargo period. If any additional embargo periods apply to the Policy or a change to the Policy, these will show on Your Certificate.

Your responsibilities

When You take out a Policy with Us or make a claim, You have certain responsibilities that are set out in this section. These responsibilities also apply to any person that is covered by the Policy.

If You don't meet Your responsibilities, We may, where permitted by law, do either or both of these:

- Cancel Your cover under the Policy; or
- Reduce the amount We pay You if You make a claim.

The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to insure You under the Policy.

When You apply for the insurance under the Policy, We will ask You questions to help Us decide whether to insure or renew Your coverage under the Policy and on what terms. Each question We ask You is important, please answer each one accurately and honestly. We may ask You to supply photos of Your Vehicle with a date and time stamp before We agree to insure Your Vehicle under the Policy.

It is Your responsibility to ensure that the postal and email address You have provided Us with are both correct and up to date. If You need to confirm or change these details, please contact AssureUs.

Please check all the information in the Certificate issued and notify Us as soon as practicable, if any information is incomplete or inaccurate.

While You are covered under the Policy, You must tell Us if You:

- Increase the amount of time your Vehicle is available for Rideshare Services through a Rideshare Platform from less than 30 hours per week to 30 hours or more per week or if You decrease the amount of time Your Vehicle is available for Rideshare Services through a Rideshare Platform from 30 hours or more per week to less than 30 hours per week.
- Change the way You use Your Vehicle.
- Hire out Your Vehicle other than for Rideshare Services offered through a Rideshare Platform.
- Your Vehicle is not in a condition that meets registration requirements in Your state or territory.
- Your Vehicle is not in good order and repair, free from rust, mechanical, hail, or has any unrepaired damage that would make it unsafe.
- You use Your Vehicle for events relating to bash or charity events.

If You tell Us about any of these things, You may be charged an additional Insurance Charge, or We may change Your cover under the Policy, impose special conditions or cancel Your cover under the Policy to reflect the change in risk and terms upon which We have agreed to insure You. If You do not wish to accept Our terms, You may cancel Your cover under the Policy.

Your responsibilities when making claim

When You make a claim under the Policy, We will ask for information and documentation to show the amount of time Your Vehicle has been available for Rideshare Services through a Rideshare Platform for at least three months prior to the incident which is the subject of the claim. If this information and documentation shows Your Vehicle has been available

for 30 or more hours per week on average for Rideshare Services through a Rideshare Platform and this is not shown on Your Certificate and You have not told Us of this prior to the incident, We will require that You pay an additional Insurance Charge that would have been payable if You had informed Us of this prior to the incident before We pay Your claim. If Your failure to advise Us of the increase in the amount of time Your Vehicle has been available for Rideshare Services through a Rideshare Platform is fraudulent, We may refuse to pay Your claim and/or cancel Your cover under the Policy.

All claims must be made through AssureUs, so please contact them in the first instance.

You must also:

- Be truthful and honest in any statement You make in connection with Your cover under the Policy.
- Not behave in a way that is improper, hostile, threatening, abusive or dangerous.
- Provide Us with all the information, documents and help We reasonable need to deal with Your claim.
- Send Us, as soon as reasonably practicable, any letter, notices or court document that You receive about any incident which has resulted or could result in a claim against You covered under the Policy.
- Where requested by Us, substantiate Your claim by providing proof of ownership for Your Vehicle.
- Pay Your Insurance Charge, by the due date.
- As soon as reasonably possible report to the police any theft or attempted theft, vandalism or malicious act, and keep any incident report number they give You.
- Where reasonably requested by Us, allow Us to inspect Your Vehicle at a reasonable time. We may also require additional quotations from partner repairers of AssureUs if We need to repair the car. If We need to move Your Vehicle, this will be at Your expense.
- Take reasonable precautions to avoid a claim being made.
- Do everything reasonable to prevent further loss or damage to any property if an Accident happens.
- Take reasonable steps to ensure You or anyone acting on Your behalf obeys all relevant laws.
- Follow the conditions of this cover.

You must not:

- Attempt to settle a claim made against You without Our prior written approval (such approval will not be unreasonably delayed or withheld).
- Make any admissions to anyone about any incident covered under the Policy.
- Make a fraudulent claim under this cover or any other cover.
- Abandon or surrender damaged property to Us unless We are entitled to the salvage under the Policy or at law.

We will refuse a claim, cancel your cover under the Policy, or do both if You, or anyone seeking cover under the Policy, is not truthful and honest in any statement made in relation to a claim, or in connection with a claim.

Cost of insurance

If We accept Your application for cover under this Policy, You will be required to pay the Insurance Charge shown on Your Certificate.

How to pay Your Insurance Charge

Your Certificate shows the Insurance Charge You need to pay and the due date for this payment.

You must approve the direct debit request by providing Your credit or debit card or other required payment details when You apply for cover under the Policy. Transactional charges are determined by the payment method You select at the

time of payment approval. All such charges are additional to the Insurance Charge and are payable by You.

The Insurance Charge is unpaid if it cannot be deducted from Your nominated account or credit card. If Your Insurance Charge is overdue, AssureUs will send You a notice outlining the overdue amount and when it needs to be paid.

If Your Insurance Charge remains unpaid after the time period specified in the notice sent to You, We will:

- cancel Your cover under the Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

AssureUs 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 a claim needs to be made on the Policy when Your Insurance Charge is overdue, and before Your cover under the Policy has been cancelled for non-payment, You will be required to pay the overdue Insurance Charge before the claims proceeds are paid to You. Alternatively, where the settlement method allows, Your settlement payment may be reduced by the overdue amount.

Insurance Charge Adjustment

The Insurance Charge is calculated based on information You give Us and other factors used to price this type of cover. Your Insurance Charge will not change during the Period of Cover unless:

- You ask Us to change Your cover under the Policy (for example, add/remove a driver, change the insured Vehicle, change the address where Vehicle is parked overnight or the usage of the Vehicle); or
- The information You gave AssureUs at the time of applying for cover under the Policy was incorrect or incomplete; and
- The change or new/corrected information affects the risk We have agreed to insure You for, including any existing claims with Us.

If Your Insurance Charge changes, AssureUs will tell You the effective date of the change and the amount of the revised Insurance Charge. Any change is generally calculated on a pro-rata basis from the effective date. If the change results in a lower Insurance Charge, AssureUs will provide a refund/credit to You.

Excess

The Excess is the amount You will be required to contribute towards each claim made under the Policy. Your Excess will be shown on Your Certificate.

You must pay Excess on every claims You make under the Policy that arise out of the one event. You do not need to pay an Excess for claims relating to an incident that We approved as a not-at-fault claim or the fault of any other person if You are able to supply Us with the name, driver's details, residential address of the at-fault driver or at-fault party, including other party vehicle registration information.

In order for Us to resolve whether You, any other person We cover under the Policy, or another person, was at fault, We may, acting reasonably, request additional information – for example witness statements or photographs – and consider

any laws, bylaws or rules that may apply to the circumstances. If We are unable to determine who was at fault, the Excess is payable.

Excess is payable if a lodged claim is approved as a disputed claim. If it is later determined that the other party is at fault, the Excess You have paid will be reimbursed to Your nominated bank account.

It is Your responsibility to pay the Excess only to the nominated bank account specified on the invoice issued by AssureUs. Please ensure that payment is made only in response to invoices sent from an official AssureUs domain email.

Excess is unpaid if You pay it to any other account except the nominated bank account specified on the invoice issued by AssureUs and sent from an official AssureUs domain email.

The excess of the hire vehicle is payable in accordance with the terms outlined in the rental company agreement.

Changes to the Policy

If You wish to change any details of Your cover under the Policy, You must contact AssureUs by calling them on 1300 027 873 or writing to them at info@assureus.com.au. They will liaise regarding the changes You need to Your cover. If We accept the changes, AssureUs will provide You with an updated Certificate that will confirm the change and advise You of any additional Insurance Charge payable or refund You will receive for such change.

Cooling off and cancellation

There is 21 days cooling-off period that applies to Your cover under the Policy. You may cancel Your cover under the Policy at any time by calling AssureUs at 1300 027 873 or writing to them at info@assureus.com.au. Your cancellation will be effective from the date of cancellation. If You have paid Your insurance change upfront, AssureUs will refund Your Insurance Charge on pro rata basis for the period after cancellation. If You pay Your Insurance Charge by instalments, AssureUs will calculate and refund any already paid instalment. You will also be required to pay any Insurance Charge amount outstanding at the time of cancellation.

If You cancel Your cover under the Policy outside the cooling-off period, AssureUs will refund any Insurance Charge You have paid for the unused portion of Your cover, less the early cancellation fee of \$50.

We can only cancel Your cover under the Policy when it is permitted by law, e.g. if You do not perform Your obligations under the Policy. In such cases, AssureUs will refund what is left of the Insurance Charge You paid and they will send You the written notice of the cancellation to Your registered email address. Cancellation may also occur if We identify any significant risks associated with insuring Your Vehicle.

Renewal and expiry

At least 14 days prior to expiry of Your Period of Cover, We will give You notice in writing of the date and time at which Your cover will expire and advise You if We are prepared to renew Your cover under the Policy. Your cover under the Policy will be renewed automatically unless You advise Us before Your Policy expires that You wish to cancel it. If You wish to renew Your cover, You will be required to pay the Insurance Charge shown on the renewal notice by the due date shown on the renewal notice.

You must check all details and tell Us about any changes before the renewal date. If Your details do change, the Insurance Charge, Excess and terms and conditions of Your cover under the Policy may also change or We may no longer

be able to insure You and Your Vehicle.

If You do not comply with Your obligation to inform Us about changes, We may where permitted by law refuse to pay a claim, reduce the amount We pay You if You make any claim or cancel your cover under the Policy.

Goods & Services Tax (GST)

All the benefits listed in this Policy include GST. If We cash settle a claim, Our claim payment will be based on a GST inclusive cost. However, if You are or would be entitled to claim any input tax credits for the Vehicle, We will reduce any claim by the amount of such input tax credits declared by You at the time of buying cover under the Policy. If You (or any party entitled to a benefit under the Policy) are entitled to any input tax credit, You must tell Us the extent of Your entitlement.

If You are registered for GST and therefore are entitled to claim an input tax credit ('ITC') on your Insurance Charge, then this ITC entitlement needs to be provided to Us each time You make a claim. A full GST entitlement would be a 100% ITC entitlement. If You give Us incorrect GST information, We will not be responsible for the GST liability You might incur.

A claim payment made for a Total Loss will be reduced by GST to the extent of Your ITC entitlement, if applicable. Other claim payments may also have Your ITC entitlement considered.

Any claim payment made where GST is deducted as described above, will be considered to be made in full.

Interested parties

Owner of the vehicle or finance company (if applicable) will be considered as interested party at time of any settlement.

Complaints

Our aim is to provide the highest service to Our Australian policyholders, and We have developed the following procedures for the fair handling of complaints from Lloyd's policyholders in Australia including insureds under the Policy.

There are established procedures for dealing with complaints and disputes regarding Your cover or claim. If You have any concerns or wish to make a complaint in relation to Your cover under the Policy, Our or AssureUs' services or Your insurance claim, please let AssureUs know and they will attempt to resolve Your concerns in accordance with their Internal Dispute Resolution procedure.

Please contact AssureUs in the first instance as follows:

Free Call: 1300 027 873

Email: complaints@assureus.com.au

Website: www.assureus.com.au

AssureUs will acknowledge receipt of Your complaint within 1 business day via phone or email and do their utmost to

resolve the complaint to Your satisfaction within 10 business days. Your complaint will be handled by a person with appropriate authority, knowledge or experience to deal with Your complaint and AssureUs will share their contact details with You. This will not be the person whose decision or conduct is the subject of Your complaint.

If AssureUs cannot resolve Your complaint to Your satisfaction, they will escalate Your matter to Our agent in Australia, Lloyd's Australia, who will review Your complaint within 10 business days. You will be kept informed of the review of Your complaint every 10 business days, unless it is resolved earlier or You agree to a different timeframe.

McLardyMcShaneKapoor

Phone: +61 3 9290 9200

Email: vishal@mclardymcshane.com.au

Web: www.mclardymcshane Kapoor.com.au

Add: Level 3, Building 7, Botanicca Corporate Park

570-588 Swan Street Richmond Vic 3121

Lloyd's contact details are, Lloyd's Australia Limited- Telephone: +610282980783, Email: ldraustralia@lloyds.com, Post: Level 32, 225 George Street SYDNEY NSW 2000

A final decision will be provided to You within 30 calendar days of the date on which You first made the complaint unless certain exceptions apply.

If Your complaint is not resolved to Your satisfaction or it is not resolved within 30 calendar days of the date on which You first made the complaint or at any time You may also be entitled to have Your complaint considered by the Australian Financial Complaints Authority ('AFCA'). AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 MELBOURNE VIC 3001

Website: www.afca.org.au

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between You and Your insurer. AFCA provides fair and independent financial services complaint resolution that is free of charge to consumers. If You are eligible to have Your complaint considered by AFCA, the AFCA's determination is binding upon Us. You have the right to take legal action if You don't accept their decision.

You can contact AFCA for information about whether Your complaint is eligible for external dispute resolution or You can check the AFCA Rules available on their website.

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If Your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman (UK).

You may also seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You. More details are in this [brochure](#) from Lloyd's.

We agree that:

- if a dispute arises under this Policy, this Policy will be subject to Australian law and practice, and We will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- any summons notice or process to be served upon the Insurer may be served upon: Lloyd's Underwriters' General Representative in Australia, Level 32, 225 George Street, SYDNEY NSW 2000. who has authority to accept service on the Our behalf.

Privacy

AssureUs is committed to compliance with the *Privacy Act 1988* (Cth) and protecting the privacy of the personal information You provide to Us and AssureUs.

AssureUs collects, uses and retains Your personal information in accordance with the Australian Privacy Principles. AssureUs uses information provided by You to consider Your application for cover under the Policy and to determine Your Insurance Charge (if Your application is accepted). This information will also be used if You make a claim under the Policy. AssureUs may also need to request additional information from You in connection with Your application or a claim. AssureUs will collect this information directly from You where possible, but there may be occasions when we collect this information from someone else.

AssureUs may also use and disclose Your personal information for a secondary purpose related to the purpose for which we collected it, where You would reasonably expect us to use or disclose Your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

If You do not provide AssureUs with Your personal information, or any additional information we reasonably request, they may not be able to process Your application or offer You cover under the Policy or respond to any claim.

They may disclose the personal information they collect:

- to their relevant employees and related entities involved in delivering our services (which may be located overseas);
- to service providers such as legal firms, professionals with specific expertise such as accountants, actuaries, engineers, loss assessors, financial or investigative service providers and technology experts;
- to other insurance companies with whom they transact business;
- to dispute resolution service providers, such as AFCA.

Your personal information may be sent overseas, for example to the Insurer. The countries to which we may disclose Your information include the United Kingdom.

You may request access to Your personal information and where necessary, correct any errors in that information (some restrictions and costs may apply. Any applicable costs will be communicated to You before we process Your request). If You would like to access a copy of Your personal information or You wish to correct or update Your personal information, please contact AssureUs by email at info@assureus.com.au.

In some circumstances, they are able to deny Your request for access to personal information. If they deny Your request for access, they will tell You why.

By completing and returning a proposal form or providing AssureUs with any additional information in connection with Your application, You agree to them using and disclosing Your information as set out above. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving them written notice. When You give AssureUs personal information about other individuals, they rely on You to have made or to make the individual aware that You will or may provide their personal information to them and the types of other parties and

service providers they may provide it to, the relevant purposes for which they and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell AssureUs before You provide the relevant personal information to them.

The AssureUs 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 they deal with Your complaints.

See the [Lloyd's Australia Privacy Notice](#) for details about how the Insurer uses and handles personal information.

Section 1: Loss or damage to Your Vehicle

What is covered

We will insure Your Vehicle for loss or damage caused by one of the following listed events that occur during the Period of Cover based on the current Market Value of Your Vehicle:

- Accident
- Flood
- collision or crash
- storm
- earthquake
- theft or attempted theft
- explosion
- tsunami
- fire
- vandalism or a malicious act

In the event of any incident, if it occurs while driving, the driver's details (name, contact number, and licence information) of the person operating the Vehicle at the time of the incident are required. If the car is parked, the details of the last person who drove and parked the Vehicle need to be provided. The applicable Excess will be determined based on the driver's information provided for each scenario.

If the keys, remote locking devices or proximity keys belongings to the Vehicle are stolen, the standard excess must be paid, and the maximum amount that will be covered for a claim is \$1750.

Conditions:

You must ensure that:

- You keep reasonable evidence of ownership and value of all the insured property to support any claim.
- We are supplied, at all times, with true and complete information regarding the Vehicle, Authorised Drivers, use of the Vehicle, ownership, the place where the Vehicle is normally kept, and any incident which may lead to claims under the Policy.
- Reasonable steps are taken to prevent loss or damage, including after an Accident, breakdown or theft recovery, such as, not driving through flood water, securing the Vehicle when it is left unattended, not continuing to drive the Vehicle following an Accident if it is unsafe to do so, or if this could result in further damage, for example, if
 - i) one or more airbags have deployed;
 - ii) the doors, bonnet or boot need to be secured so that they remain closed;
 - iii) fluid is leaking from the Vehicle; or
 - iv) the steering of the vehicle has been affected by the impact.

- We are provided with all information and assistance reasonably necessary to process any claims, recover any costs or take any legal action. This may include information regarding the driving history of You, Your spouse/partner or any Authorised Driver of the Vehicle.
- You report any theft or malicious damage to the police or relevant authority as soon as reasonably practicable and, if required, provide them with reasonable assistance in prosecuting the responsible person(s).
- No recovery action is commenced by You, or anyone on Your behalf, without first obtaining Our prior written consent (such consent not to be unreasonable delayed or withheld).
- You do not do anything that might prejudice Our ability to recover any amount payable to You under this Policy.
- We are told as soon as reasonably practicable if You or the Authorised Driver is charged with an offence or faces a civil lawsuit following an Accident.
- You notify Us of any other insurance You have that provides similar insurance to this Policy for the same Vehicle.
- You notify Us as soon as reasonably practicable of any incident involving the Vehicle that may lead to a claim under the Policy.
- You, or any other person, provide Us with fraudulent or dishonest information or make a fraudulent or dishonest claim. If You or any other person has made a fraudulent or dishonest claim and We have partially or fully paid the claim, We may ask You to reimburse Us for the amount We have paid including any other costs We have reasonably incurred related directly to the claim, such as investigation and assessment fees.
- If You do not observe the conditions of the Policy, We may reduce or refuse to pay a claim, or cancel the contract.

If Your claim is accepted, We will decide whether We will:

- repair Your Vehicle; or
- pay You the reasonable cost of repairs to Your Vehicle as determined by Us; or
- pay You the current Market Value of Your Vehicle.

We may also:

- in the event of a Total Loss, pay all or a part of any settlement to the legal owner or financier of the Vehicle;
- take over and conduct the defence and settlement of any claim in Your name or in the name of any other person insured by this Policy;
- instigate proceedings in Your name or in the name of any other person insured by this Policy to recover any amount that We have paid under the Policy;
- take over and conduct any legal proceedings commenced in Your name or on Your behalf. You agree that the conduct of such legal proceedings will be at Our sole discretion;
- require You discontinue any recovery action, or any proceedings You have commenced; and
- refuse to pay a claim for any loss which is covered under a contract arranged by a person other than You.

When assessing Your claim, We will carefully consider the particular circumstances and consider any preferences You share with Us. Please note, You must pay the applicable Excess for any claim lodged under Section 1 of this Policy.

Recovery Actions:

You acknowledge that the following provisions—titled Recovery Steps by Us and Recovery Steps by You—apply whenever We compensate You under the Policy for some or all of the loss or damage resulting from an incident.

Recovery Steps by Us

You acknowledge and accept that We may, at Our discretion and to the extent permitted by law.

We initiate actions to make a recovery from a party where We believe that person or entity is responsible for the incident or loss:

- the portion of loss or damage We have insured; and/or
- any loss or damage not insured by Us, regardless of whether another insurer is involved, or no coverage exists.

Acting reasonably, We may pursue such recovery:

- without seeking Your prior approval;
- in Your name; and
- irrespective of whether You have received, or are entitled to receive, full compensation for all losses from Us or any other person.

Examples of potential recovery steps include:

- Initiating legal processes in Your name, which can include acting as applicant or plaintiff within group or class action matters;
- Representing You in collective legal proceedings;
- Assuming control over litigation You have commenced, including group actions;
Exercising Your legal or contractual rights in connection to such collective actions, such as opting out; and/or
- Signing contracts in Your name for legal or funding support, even if this makes You a participant in class actions. We have full authority to direct, manage, and resolve any recovery activity We initiate. You agree that We may act using all the rights You possess in connection with losses resulting from the incident.

Any funds recovered through Our actions will be allocated as follows:

First, We will retain the total We paid or owe You under the Policy, plus applicable interest and all administrative, recovery, funding, and legal expenses.

Next, We will pay You any amount for Your loss which is not insured, plus related interest and any costs You were required to insure.

Any surplus will be retained by Us. You must provide all information and support We reasonably request to enable recovery, and We will explain the reasons for any requests. You must not do anything that would impact Our ability to pursue recovery without Our prior written consent—this includes assigning rights to others (like tow services or repairers) or withdrawing from group actions led by Us.

We reserve the right to determine and manage all aspects of any recovery actions, including any settlement is reached, at Our sole discretion.

Recovery Steps by You

You may only commence recovery on Your own with Our prior written permission, subject to any terms We set. You must act in a way that respects Our interests in respect to any insured loss or damage and seek recovery for both losses We cover and any other losses from the event.

For any successful recovery You pursue, You may first retain amounts for uninsured loss or damage, along with related interest and administrative or legal costs. You must then pay Us any amounts We have insured under the Policy, plus any applicable interest. Any remaining balance is settled as per Your other obligations.

You also agree that We may:

- take over the legal process You initiate, including instances where You are a plaintiff or group member; and
- direct You to stop the recovery action if necessary.

GST Registered Businesses

If You are registered for GST and entitled to input tax credits, We will reduce any payments We make to You by Your credit entitlement. Any settlement We provide is paid in full even if it is adjusted as described above. Refer to the PDS for more details.

Section 2: Liability cover

What is covered

We will cover:

1. You or a Nominated Driver only for legal liability for loss or damage to someone else's property caused by the use of Your Vehicle.
2. You or an Authorised Driver for legal liability for loss or damage to someone else's property to a third party caused by the use of Your Vehicle during the Period of Cover.

The maximum amount We will pay for a claim under Section 2 is \$20,000,000 (inclusive of legal costs & GST) for any one claim and in the aggregate.

If We agree to pay Your claim under Section 2 of the Policy, We will also pay for legal cost reasonably incurred in connection with the claim made against You if:

- We instruct Our lawyers to act in connection with the claim against You.
- You incur the legal cost with Our prior approval; or
- it was reasonable for You to incur the legal costs prior to Us approving them.

What is not covered

We will not pay for:

1. Any claim that would be covered under an insurance Policy You are required to hold by law that provides this insurance, even if You have failed to obtain or maintain such compulsory insurance.
2. Any claim for or related to death or bodily injury.
3. Any loss or damage to property that You or any person We cover own or have in Your or their control or possession.
4. Any liability caused by the use of a hire car or any substitute vehicle.
5. Any loss or damage to a hire car or any substitute vehicle.
6. Any liability arising from a failure to notify Us of any third-party demand.
7. The liability of a passenger, including while getting in or out of Your Vehicle.
8. Any claim for loss or damage that occurs as a result of the use of a trailer or caravan attached to the Vehicle.
9. Any liability that is insurable under a compulsory statutory scheme regardless of the amount recoverable under it.
10. Any liability arising from any agreement or contract You enter into, unless the legal liability would have existed regardless of the agreement or contract.
11. Any liability, cost or expense that arises or results from, or is in any way connected with, asbestos, whether directly or indirectly.
12. Any liability of an employer, principal or business partner of You or a Nominated Driver while You or the Nominated Driver are in charge of the Vehicle as their employee, principal or business partner or when another employee, principal or business partner has Your or a Nominated Driver's permission to use the Vehicle; or

13. Any exemplary or punitive damages, fines or penalties claimed, ordered or awarded against You or any person insured under this Policy.

Conditions

Under this section 2:

1. to be entitled to cover:
 - a) someone must make a claim against You or any person We cover for the incident; and
 - b) You or any person We cover must lodge a claim with Us for cover under this Section 2: Liability cover; and
2. We must agree to pay for any legal or other costs before they are incurred.

Any person making a claim under this Section will be required to pay the Excess for any claim under this Section.

Section 3: Additional benefits

The following additional benefits are payable in addition to the Market Value of Your Vehicle unless specifically stated otherwise. They are solely provided by AssureUs, not by Us.

Replacement of Insured vehicle after at fault or not at fault collision or crash (optional comes only with comprehensive cover)

If Your Vehicle is so damaged by an incident for which We have agreed to cover You under Section 1 of the Policy that Your Vehicle cannot be driven or is unsafe to drive as a result of that incident and You, to the extent that this information is known to You, provide AssureUs with the name and residential address of the person who is at fault for the incident, AssureUs will arrange a replacement vehicle for You until:

- The date Your Vehicle is repaired (up to a maximum duration of 14 days of hire if the parts are not in Australia for vehicles, excluding imported vehicles when You are at fault); or
- We settle Your claim.

AssureUs will arrange the hire of the replacement vehicle for You unless they tell You otherwise. You must not arrange Your own hire vehicle under any circumstances unless You obtain AssureUs' prior written consent by contacting them on 1300 027 873. If You do arrange Your own hire vehicle without AssureUs' consent, they may decide not to pay for the hire vehicle.

If AssureUs is unable to arrange hire of a replacement vehicle for You, they will advise You of this. If they advise You of this, You can arrange hire of a replacement vehicle and AssureUs will reimburse You the cost (maximum of \$450 per week for cars & vans, \$550 for taxi).

If AssureUs provides You with a non-hybrid vehicle as replacement against Your hybrid vehicle claim, AssureUs will reimburse You a maximum of 20% of the fuel cost. AssureUs may ask You to provide the fuel receipts at the time of reimbursement.

Where the car is safe to drive, this benefit will only be available from the date the authorised repairs are due to start or We assess the car to be a Total Loss (only for Not At Fault Total Loss Claims).

Under this additional benefit AssureUs will not pay for:

- running costs for the hire car (for example, petrol or tolls);
- any additional hire car costs (for example, any optional extras such as a GPS, per Kms charge);
- loss or damage to the hire car;

- liability which results from using the hire car;
- any additional hire car costs if the repairs to Your Vehicle are unreasonably delayed by You or a repairer we appoint or engage.
- No hire car will be provided/offered in case of theft, fire or Total Loss claims and at fault claims of imported insured vehicles.

Roadside Assistance (Optional)

AssureUs will provide a Roadside Assistance (if applicable), you must call us on 1300 027 873 and our team will organize a Roadside Assistance Services by our trustworthy roadside partners. Roadside will be provided (if applicable) after 3 days of payment approval and will cover a maximum of 30km or \$250 for tow services (per tow), after that \$6/KM will be charged to you. You can take free roadside assistance to deal with various type of problems, if same problem is repeated during a month, you may be charged extra for the services.

GPS Tracker (Optional comes only with Comprehensive Cover)

AssureUs will provide free GPS Tracker (if required) to fleet clients, you must call us on 1300 027 873 and our team will schedule tracker installation.

At all times, all GPS trackers installed by AssureUs will remain a property of AssureUs, If the Policy gets cancelled during the period of cover by you then AssureUs may charge you the cost of GPS tracker and any other associated cost related to GPS tracker.

Customer Service (24 X 7)

AssureUs will provide dedicated in-house customer service team for assistance with your existing Policy, roadside assistance, new enquiries, claim status or any other general enquiries, you can contact our 24/7 customer service team by calling us on 1300 027 873.

Emergency Transport & Accommodation (comes only with Comprehensive Cover)

If an incident occurs resulting in loss or damage to Your vehicle that We have or will cover under section 1 of the Policy, AssureUs will pay a maximum of \$250 under this benefit.

Storage & Towing (comes only with Comprehensive Cover)

If an incident occurs resulting in loss or damage to Your Vehicle that We have or will cover under Section 1 and Your Vehicle needs to be towed because it can't be driven or is unsafe to drive as a result of that incident, AssureUs will cover the storage and towing costs of Your Vehicle from the location of the incident to the closest place of safety, the nearest repairer or any other place We agree to.

The maximum amount that AssureUs will pay under this benefit is \$750. If Your Vehicle is towed more than once, AssureUs will decide which tow to pay for.

Vehicle Pick Up & Return (comes only with Comprehensive Cover)

If an incident occurs resulting in loss or damage to Your Vehicle that We have or will cover under Section 1 and Your Vehicle cannot be driven or is unsafe to drive as a result of that incident, AssureUs will arrange and cover the cost to transport Your Vehicle:

- from the scene of the incident to a repairer; and
- from Your home or usual place of work to a repairer and returned to Your home or usual place of work, in order for the repairer to complete required repairs to Your Vehicle.

The maximum amount that AssureUs will pay under this benefit is \$750. AssureUs will decide how your Vehicle will be transported under this additional benefit.

Windscreen Glass Damage (Optional comes only with Comprehensive Cover)

If You have elected to purchase the additional windscreen benefit and paid the additional Insurance Charge, AssureUs will only pay the costs of replacing Your Vehicle's windscreen that is damaged during the Period of Cover. AssureUs will not cover any costs to repair or replace any sunroof or window glass that is damaged, including anything that's part of it such as window tinting, demisters or sensors.

AssureUs may use non-genuine/aftermarket windscreen to provide this benefit. AssureUs will only replace 1 windscreen during the Period of Cover.

Section 4: General exclusions

The following exclusions apply to both Sections of the Policy.

We will not pay:

1. For claims arising out of incidents that take place outside:
 - a) Australia; or
 - b) the Period of Cover.
2. If Your Insurance Charge is overdue.
3. If your Vehicle was involved in a collision and the Vehicle was not in roadworthy condition at the time of the collision.
4. For any damage to property owned by or in the control of You or the driver, or anyone that normally lives with You or the driver.
5. If the driver of the Vehicle at the time of the collision was:
 - carrying more passengers than the Vehicle was designed for, or more than the driver is permitted to carry by law; or
 - carrying any load which is not secured according to law, over the legal limit or more than what Your Vehicle was designed to carry.
6. For claims relating to any other driver that You selected to be excluded or We required to be excluded, as shown on Your Certificate.
7. For claims relating to any driver excluded by age, other than for the commercial servicing, repairing or valet parking of the Vehicle.
8. If the collision was caused by the driver operating the Vehicle in reckless or dangerous.
9. If the loss or damage was caused by You or any Authorised Driver leaving the vehicle unattended (this includes keys, remote locking devices or proximity keys left unsecured or in dangerous position).
10. For claims arising whilst the driver of the Vehicle is fatigued from extended driving shifts, including but not limited to circumstances where the driver fell asleep or experienced reduced or impaired alertness whilst operating Your Vehicle. We may verify driving hours via rideshare records or delivery logbooks. For the purpose of this exclusion, an extended driving shift means a shift where the driver has been actively providing Rideshare Services for more than 12 hours in any 24-hour period or where the driver has failed to take a continuous rest break of a least 30 minutes after every 5.5 hours of driving.
11. When the Vehicle is not being used for Rideshare Services, it must be stored in a secure place such as a locked garage to limit the opportunity of loss or damage.
12. If the driver of the Vehicle is not legally entitled to drive the Vehicle at the time of the collision whether by reason of not having the appropriate licence, accreditation or whether his/her licence has been suspended, revoked or cancelled.
13. Where the Vehicle is being driven without Your consent, unless You make a formal report to the police or relevant authority and, if required, assist them in prosecuting the responsible person(s).

14. For damage to Your Vehicle's windscreen unless You have selected to purchase the additional windscreen cover.
15. For incidents by any household member not listed as a Nominated Driver on your Certificate.
16. For the replacement of any aftermarket parts or accessories for Your Vehicle.
17. The costs of a replacement car for any imported cars in case of at fault claims. In the event of a not at fault claim, We will pay the cost of a replacement car for all imported cars once We have a valid claim number from the other party.
18. For claims relating to any kind of goods carried by the Vehicle at the time of incident.
19. Where any active tracker generally used in fleet vehicles are not used or active;
20. For any vermin or pest damage.
21. For any claims for loss due to theft if the Vehicle was stolen by someone known to You or if You voluntary gave the Vehicle to anyone You know.
22. Loss, damage or liability not covered under the terms of the Policy.
23. For any loss, damage or legal liability caused by the use of the Vehicle as a driving tuition vehicle.
24. Any loss due to car being driven on unsealed roads or depreciation.
25. Any general wear and tear, abuse, corrosion, rust or depreciation, including damage that has occurred over a period of time, such as stone chips and deterioration of the Vehicle's paint and interior.
26. Any mechanical, structural, electrical, electronic, computer or computer program failures, malfunction or breakdowns, including those that have occurred over a period of time or are unexplained.
27. Loss or damage deliberately caused by any insured person or any other person acting on their behalf.
28. Loss or damage caused by the discharge or escape of any oil, coolant, pollutant or contaminant from the car other than as a result of a collision.
29. Any legal fee if the lodgement of the claim is unreasonably delayed by You.
30. Damage to your Vehicle's tyres caused by braking, punctures, road cuts or bursting.
31. Claims relating to unlicensed drivers.
32. For the replacement of non-damaged parts which includes items that are part of a whole set when the loss or damage occurred to only part of that set (such as alloy wheels).
33. Loss or damage to Your Vehicle (including damage to Your Vehicle's engine or fuel system) caused by the incorrect type of fuel being used.
34. Your Vehicle is being used for unlawful purposes.
35. Loss, damage or legal liability arising out of revolution, hostilities, war or warlike activities or other acts of foreign enemy, military coup; or any looting or rioting following these incidents.
36. Any intentional or reckless act by You, the driver of the Vehicle or by a person acting with your express or implied consent (such as street racing, burnouts or donuts) are not covered.
37. For claims caused directly or indirectly by or arising from or in connection with a cyber-attack, by radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste; or action of nuclear fission including the detonation of any nuclear device or nuclear weapon; or any looting or rioting following these incidents.
38. For loss or damage to any personal property including but not limited to car or mobile phones, cash and personal effects, tools, sports goods, child seat or capsules.
39. For loss or damage to any vehicle additions that are non-standard include but are not limited to headlight and bonnet protectors, towbars, bumper bars, window tinting and non-standard wheels or rims, any other aftermarket accessories.
40. An incident occurs when your Vehicle is being driven by or is in the charge of, anyone who:
 - was under the influence of, or had their judgment affected by any alcohol, drug or medication;
 - had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis; or
 - refused to take a test for alcohol, drugs or medication.
41. For the inhalation of, or fears of consequences of exposure to or inhalation of asbestos, asbestos fibers or derivatives of asbestos of any kind.
42. For the legal confiscation or repossession of your vehicle or its contents.
43. If Your Vehicle is being used to illegally store or transport substances that pollute or contaminate or are dangerous or hazardous goods.
44. Additional damage caused to Your Vehicle by driving it after it has been damaged in an incident.

45. Your failure to take reasonable precautions to prevent loss, damage or legal liability.
46. Intentional loss or damage caused by You, or a person acting with Your express or implied consent.
47. If You or someone You have authorised, hands over Your Vehicle for rental purposes, such as a courtesy or for any other purpose to any individual or organisation, and it is not returned, We will not consider the Vehicle as stolen and will not accept any claims related to that Vehicle.
48. Any structural, mechanical, electrical or electronic failure or breakdown.
49. Any mould, mildew, wear, tear, rust, corrosion or depreciation.
50. Consequential losses (financial and non-financial loss) or extra costs following an incident covered by the Policy, such as:
 - Income protection or wages.
 - Medical expenses.
 - The cost of Your time (e.g. inconvenience);
 - Professional, expert, legal consulting or valuation costs unless You obtained Our prior written authority to incur these costs.
 - Any costs related to stress or anxiety.
 - The loss of Your Vehicle's value (including its trade-in or resale value) after being repaired.
 - If the Vehicle has any modification from the manufacturer's original design without Our prior agreement.
 - Costs, including the cost of Your time, to prove Your loss or to help Us with Your request for benefits (e.g. telephone calls, postage);
 - Travel costs.
 - Cleaning costs.
 - Any costs not covered by the Policy.
51. Any actual or threatened biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.
52. Any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.
53. Any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.
54. Motorsports or similar activities Your Vehicle being used:
 - in, or being tested in preparation for, a race, contest, trial, test, hill climb or any motorsport; or
 - on a competition racetrack, competition circuit, competition course or competition arena
55. For claims relating to, in connection with or arising from, directly or indirectly an Act of Terrorism or a Communicable Disease.

Section 5: Your responsibilities when You make a claim

If Your Vehicle is involved in a collision, it is important You follow the steps set out below. If You do not, We may refuse to pay Your claim or reduce the amount We pay You:

- Do not admit liability or responsibility for the collision. We, with the assistance of legal advice, will determine liability for the collision. An admission of liability may prejudice Our ability to resolve request with other parties.
- You must pay the applicable Excess when lodging the claim.
- You need to provide us with all the details of the incident, to the best of your knowledge and ability. This will include a detailed description of what occurred, all details of the other party(s) involved (name, address, phone number, driver's license and insurer), the other party(s) vehicle details and any witnesses to the collision. If You cannot supply some of this information, We may reduce the amount We pay You in settlement of Your claim by an amount that fairly represents the extent to which Our interests were prejudiced as a result of Your failure to supply this information.
- All claims should be notified directly to AssureUs within 30 days of the incident. This is to ensure We can maximize the prospects of the most commercial settlement of Your request and any demand from other parties involved in the Accident. If We are not notified within this timeframe, We may reduce the amount We pay You in settlement of Your claim by an amount that fairly represents the extent to which Our interests were prejudiced as a result of Your failure to notify Us in time.

- You must provide complete, truthful and accurate information when making a claim. We rely on the details You give Us to decide whether to start or defend legal proceedings. If the information You provide is false or incorrect and causes us to incur legal costs, We have the right to recover those costs from You if You have been dishonest in Your claim.
- To the extent reasonably necessary, please make sure to take photographs of the accident scene, including the vehicles involved. Also, collect contact details from any witnesses. If the police attend the accident, provide Us with the police officer's name and contact details.
- In case of an accident, filling the claim form is necessary for repair. Once done, an appointment date will be provided within 14 days of filling the form. On that date, You can leave Your car at the allocated repairer. As soon as the repair is finished, AssureUs will contact You to arrange your car pick up.

You must not:

1. attempt to settle a claim that is made against You without Our prior permission.
2. make any admissions of responsibility to anyone about any incident covered by the Policy;
3. limit by agreement Our rights to recover money from someone else; and
4. behave in a way that is improper, hostile, threatening, abusive or dangerous.

Proof of loss and ownership

When You make a claim, We may ask You to provide certain documents to:

1. prove that You owned the Vehicle, personal items, modifications, options or accessories;
2. prove that the Vehicle was being used for services under which the Vehicle got insured with Us;
3. show the amount of time Your Vehicle was available for Rideshare Services through a Rideshare Platform in the 3 months prior to the incident the subject of the claim; and
4. help Us identify Your items.

If You are unable to provide reasonable proof of ownership including the value of items the subject of the claim, this may result in a reduction or denial of the claim.

The types of documents We may ask for depend on the situation and can include:

1. tax invoices for items bought or services used.
2. valuation, model and serial numbers.
3. credit card or bank statements.
4. photos.
5. registration documents.
6. hire car agreements.
7. registration records, use records, driver log history, reports and records or payments of the Rideshare Platform(s) through which You provide Rideshare Services; and
8. finance agreements.

We may compare information You give us with a range of other sources – for example, auction or sale websites.

Appointing others to manage Your claim

You can appoint someone to manage Your claim for You like a family member or broker by notifying AssureUs in writing of the identity of this person. We must agree that We will deal with them on Your behalf. We cannot unreasonably withhold or delay Our consent.

However, You can't appoint someone who has a conflict of interest – for example, someone who supplies goods or

services for Your claim such as a repairer.

What We will pay for a claim

If We agree to cover a claim for loss or damage to Your Vehicle, We will (at Our option):

1. repair Your Vehicle (No choice of repairer allowed).
2. In case of Total Loss, pay You the current Market Value of Your Vehicle. We may do this when We assess Your Vehicle to be a Total Loss or when We choose to do so. If We pay Your claim as a Total Loss, Your cover under the Policy ends, and You will not get a refund of Your Insurance Charge. We will keep Your Vehicle as salvage.
3. Assess and approve all Total Loss claims excl. stolen Vehicle claims within 30 calendar days of the lodgement (as part of Our assessment, We may ask You to send Us the total number of keys declared by You at the time of buying Your cover under the Policy).
4. Process Your Total Loss settlement within 21 days of acceptance of the settlement letter.
5. Pay Your Total Loss settlement after deducting the declared ITC (Input Tax Credit) by You at the time of buying Your cover under the Policy, plus Insurance Charge for the period of cover, payable Excess or any other fee applicable.
6. Assess and settle claims for stolen Vehicles after the final police report and Our internal investigation report have been completed.
7. Deduct any pending Excess from the final settlement of Total Loss claim.
8. Deduct any remaining Insurance Charge for the full Period of Cover if You pay Your Insurance Charge by instalments.
9. In respect of a Total Loss claim, provide You with the necessary documentation to enable You to apply for a refund of the unused portion of Your Vehicle registration and compulsory third-party insurance.

In all cases, Your claim will not be processed until You have paid Your Insurance Charge. You cannot cancel Your cover under the Policy while Your claim is being assessed or after Your Vehicle has been sent for repairs.

The Motor Vehicle Insurance and Repair Industry Code of Conduct

This code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication.

We support the code and are committed to continually reviewing Our operations to ensure compliance.

Repairing Your Vehicle

If We choose to settle Your claim by repairing Your Vehicle, then We decide the best way to repair the damage. You must not start, approve or authorise any repairs to Your Vehicle under any circumstances, unless You have obtained Our prior written consent.

You should seek Our approval before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back under the Policy. If You do not obtain Our approval first, We reserve the rights to reduce the amount We pay to the amounts We would have been prepared to pay if Our approval had been sought.

You must allow us to inspect the Vehicle at a suitable location before repairs are undertaken or the damaged Vehicle is sold.

You must allow us to arrange for the Vehicle to be relocated or towed to a repairer or location nominated by Us.

You must not give anyone else an interest in the Policy including assigning the rights to repair the Vehicle to another party

without Our prior written agreement.

If You do not comply with these obligations, We may reduce or refuse to pay your claim.

If You make a claim and We agree to repair Your Vehicle, We will arrange a repair through Our approved repairers only, no choice of repairer will be offered under any circumstances.

Generally, We use the following parts to repair Your Vehicle. If Your Vehicle is:

1. less than two years old, We use new Genuine Parts (when reasonably available); and
2. two years old or older, We use:
 - a) new Genuine Parts (when reasonably available); or
 - b) new certified aftermarket parts.
 - c) quality non-mechanical reusable parts.

We only use quality Non-Genuine Parts when it:

1. is consistent with the age and condition of Your Vehicle;
2. does not affect the safety or the structural integrity of Your Vehicle;
3. complies with Your Vehicle manufacturer's specifications and applicable Australian Design Rules;
4. does not adversely affect the way Your Vehicle looks after it has been repaired; and
5. does not void or affect the warranty provided by Your Vehicle's manufacturer.

Regardless of Your Vehicle's age, We may use Non-Genuine Parts for windscreen (if windscreen cover has been purchased), sunroofs, window glass, radiators and air conditioning components.

If Your Vehicle had any unrepaired damage before an incident, then You may need to contribute to the repair costs. However, We will not proceed with these repairs until We have discussed this with You and sought Your agreement. You may be asked to contribute to the repair costs when the unrepaired damage results in Us having to repair more areas of Your Vehicle than:

1. were affected by the incident; or
2. We needed to replace.

For example, the bonnet of Your Vehicle is only partly damaged in a crash and can be repaired. The repairer notices that the bonnet has unrepaired hail damage. If there wasn't any hail damage, then We would have only needed to repair the damaged area of the bonnet. However, because of the unrepaired hail damage, We must replace the whole bonnet. In this situation, We will ask You to contribute to the cost of those repairs, however We will not proceed with these repairs until We have discussed this with You and sought Your agreement.

We don't repair undamaged areas of Your Vehicle to create a uniform appearance.

For example, if an incident causes damage to the right panel of Your Vehicle, then We will only pay to respray the right panel. We won't pay the cost to respray the rest of the Vehicle.

We will make a fair and reasonable attempt to match new parts used to repair or replace the damaged parts of the Vehicle with the original, undamaged materials. If You are not satisfied with the closest match:

1. You are able to pay the extra cost of replacing undamaged parts to achieve a matching appearance; or
2. We will pay You the reasonable cost to repair the damaged area, provided that cost is available to or actionable by You.
3. If the Vehicle is fitted with an identification plate or label, such as VIN plate, and it is damaged as a result of an accident that We agree to cover, We will source a replacement from the Vehicle's manufacturer, if We are unable to source a replacement, We will attempt to obtain written confirmation from the Vehicle manufacturer and repair the Vehicle without replacing the identification plate or label.
4. You can't claim guarantee of repairs if:
 - a) You have sold Your Vehicle and are no longer the owner of the Vehicle;
 - b) You arrange repairs after We cash settled Your claim-that is, We did not authorise repairs,
 - c) There is loss or damage to, or failure of any electrical or mechanical part or component; or
 - d) There is deterioration or wear & tear caused (over time, by using Your Vehicle, by exposing Your Vehicle to the elements for example, faded or damaged paint from exposure of sun, failure to maintain Your vehicle in good order and repair).

Excess:

Your Excess is payable as per your Certificate.

Legal Proceedings & Your Assistance

If We agree to pay Your claim, You then authorise Us to conduct legal proceedings on Your behalf. This may mean instituting legal proceedings to recover losses from the party who was at fault, or it may mean defending legal proceedings where You or Your driver has been sued for damages caused to someone else. Although We will retain lawyers and pay for legal costs of any proceedings, We cannot conduct the legal proceedings without Your assistance. As such it is a term of the Policy that You reasonably cooperate with Us and Our lawyers if legal proceedings are commenced. Normally this would mean, amongst other things:

- You may need to attend court to give evidence about what occurred. Providing further details of the request upon request of Us, AssureUs or our lawyers.
- In the event You have further losses which We do not cover, and You want recovered from the other party (for example, Your income protection for the period the taxi was off the road), You need to provide Us or Our lawyers with documentary proof to reasonably establish Your request for these losses.
- Your request for these further losses must be honest and truthful.
- Providing reasonable assistance in respect of any reasonable request made by Us, AssureUs or Our lawyers which will assist Us in maximizing Our chance to recover any loss or damage.

If You have any queries in relation to anything in this document, please call AssureUs on 1300 027 873 and someone will assist You.

Section 6: Definitions

We've given special meaning to the following words when they are capitalised in this document:

- **Accident** means a sudden event that You did not intend or expect and a reasonable person in Your position, knowledge and experience would not have expected. "Accidental" and "Accidentally" have corresponding meanings.

- **AssureUs means** PB&RD Pty Ltd trading as AssureUs, ABN 86 674 852 932.
- **Authorised Driver** means any person driving or in charge of Your Vehicle with Your permission. Where an incident occurs while the Vehicle is being driven, the relevant driver will be the person who was driving the Vehicle at the time of the Accident. In the case of theft or where the loss or damage to the Vehicle occurs while the Vehicle is parked, the relevant driver details will be the person who drove the Vehicle last.
- **Certificate** means the most current certificate of cover issued to You by AssureUs on Our behalf. It describes the details of Your cover under the Policy.
- **Excess** means the amounts You must contribute towards the cost of Your claim. Your Certificate shows the amount of the Excess that applies to Your cover under the Policy.
- **Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:
 - a lake (whether it has been altered or modified).
 - a river (whether it has been altered or modified).
 - a creek (whether it has been altered or modified).
 - another natural water course (whether it has been altered or modified).
 - a reservoir.
 - a canal; or
 - a dam.
- **Genuine Parts** means parts which were made by:
 - the original manufacturer of Your Vehicle; or
 - a supplier who provides parts to the manufacturer of Your Vehicle.
- **Insurance Charge** means the total amount You have to pay to be covered under the Policy including applicable taxes. If You pay by monthly instalments, Your Insurance Charge is the total of the instalments You need to pay over the Period of Cover.
- **Market Value** means the amount shown on Your Certificate as the agreed market value for Your Vehicle or the actual market value of the insured Vehicle at the time of the loss or damage, whichever is lesser.
- **Nominated Driver** means the person or person named as an 'Insured Driver' on Your Certificate. A Nominated Driver must have a full driving licence.
- **Non-Genuine Parts** means parts which were not made by the original manufacturer of Your Vehicle or by a supplier who provides parts to the manufacturer of Your Vehicle.
- **Period of Cover** means the period between the start date and end date during which Your cover under the Policy is valid, as shown on Your Certificate.
- **Policy** means the group general liability insurance policy issued to AssureUs as policyholder by Us.
- **Rideshare Platform** means the digital website or application approved by Us and operated by AssureUs, that facilitates a transaction for Rideshare Services between You (or a Nominated Driver) and a passenger on which You and Your Vehicle and any passenger are registered. The approved Rideshare Platform will be shown on Your Certificate.
- **Rideshare Services** means where a private Vehicle is used, or is available on a Rideshare Platform for use, to transport a passenger/passengers for a fee which transport is booked through a Rideshare Platform on which both You (and any Nominated Driver) and at least one of the passengers are registered and You (or a Nominated Driver) are the driver of the Vehicle but does not include:
 - where a vehicle is used to transport or deliver food or other goods; or
 - where a vehicle is used for any delivery or collection services.
- **Total Loss** means the estimated cost to repair the Vehicle plus the value of any salvage exceeds the Market Value of the Vehicle.

Us, We and Our means Certain Underwriters at Lloyds of London.

Vehicle means the motor vehicle specified in Your Certificate.

- **You** and **Your** means the person or persons named as the insured on the Certificate.