

Motor Finance Gap Protection Policy

Product Disclosure Statement and Policy Wording

Version 3.0

Effective Date: 11 December 2015



Chubb Insurance Company of Australia Limited
ABN 69 003 710 647 AFSL 239778
www.chubbinsurance.com.au

Promoted by Reliance Insurance Brokers
Pty Ltd trading as Australian Reliance
ABN 45 127 707 813, AFSL No. 345986



Table of Contents

Part A - Product Disclosure Statement (PDS)	3
1. What is the Product Disclosure Statement?.....	3
2. Policy Terms and Conditions	3
3. The Meaning of Certain Words	3
4. About the Insurer	3
5. About Australian Reliance.....	3
6. Important Information About this Document.....	3
7. Information About Motor Finance Gap Protection.....	3
8. Duty of Disclosure – What We Need You to Tell Us	4
9. Privacy	4
10. Financial Claims Scheme	4
11. The General Insurance Code of Practice.....	5
13. Cooling Off Period	5
14. Cancelling Your Policy	5
15. Dispute Resolution.....	5
16. Chubb’s contact details:.....	6
Part B - Policy Wording	7
1. Our Agreement	7
2. What You Are Covered For.....	7
3. The Benefits.....	7
4. What You are Not Covered For – General Exclusions.....	7
5. Premiums.....	8
6. Policy Term.....	8
7. Cancellation	8
8. Claims.....	8
9. General conditions.....	9
10. Updating Your Customer Details	9
11. Definitions	9



Please read the Product Disclosure Statement and the Policy Wording carefully and do not hesitate to contact Chubb should You wish to comment on any aspect of Our service to You.

Part A - Product Disclosure Statement (PDS)

1. What is the Product Disclosure Statement?

The Product Disclosure Document (PDS) provides general information only and should be read in conjunction with the attached Policy document (Policy). The PDS and Policy contain important information which You should read carefully before deciding to take out any insurance cover.

2. Policy Terms and Conditions

The information contained in the PDS is general information only and does not form part of Your contract with Us. The Policy is Our legal contract with You and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by Us. The PDS and the Policy are important documents so please keep them in a safe place for future reference. Should You require any further information about this or any other product, please contact Your authorised financial services provider. Any documents will be dated and include a statement identifying them as part of the PDS. Any major changes, omissions, corrections or updates that need to be made will be made in a Supplementary PDS and this will be provided to You with the PDS.

3. The Meaning of Certain Words

Throughout this document, certain words begin with capital letters. These words have special meaning as set out in the Definitions on page 9 in section 11 of the Policy.

4. About the Insurer

This product is issued by the insurer, Chubb Insurance Company of Australia Limited ("Chubb") ABN 69 003 710 647 AFSL No.239778.

5. About Australian Reliance

Reliance Insurance Brokers Pty Ltd trading as Australian Reliance (Australian Reliance) ABN 45 127 707 813, AFSL No 345986 is the promoter of this product.

Australian Reliance contact details are:

Address: Level 13, Fawkner Centre
499 St Kilda Road,
Melbourne VIC 3004
Phone: 1800 98 64 45

6. Important Information About this Document

This document has been prepared to assist You in understanding Motor Finance Gap Protection Insurance and to help You make an informed choice about it. You must decide what cover You need, so please read this document, the Policy Schedule and any other documents that We tell You form part of Your Policy carefully so that You are aware of the risks, limits of cover and other significant features of this insurance.

The Motor Finance Gap Protection Insurance will pay to Your Financier Your Indebtedness on the Loan Contract if Your Motor Vehicle is deemed a Total Loss but only after Your Financier has received the Total Loss Payout of the Market or Agreed Value from Your Comprehensive Motor Vehicle insurer as confirmed to Us. The maximum amount We will pay for this benefit is \$15,000. In addition, We will reimburse you up to \$2,000 for any additional expenses You incur as a direct or indirect result of the Total Loss of Your Motor Vehicle.

In return for You paying Us the premium We insure You for the events described in and subject to the terms, conditions and exclusions of Your Policy.

Please check these documents to make sure all the information in them is correct. Please let Australian Reliance or their authorised representative know immediately if any alterations are needed or if You change Your address.

Certain types of cover under this insurance require You to provide documentary evidence to Us where a claim is made. You should keep those documents in a safe place in case We need them to settle a claim.

7. Information About Motor Finance Gap Protection

Before taking out this Motor Finance Gap Protection policy, You should read this document and any other relevant documents we provide carefully to find out what this insurance will cover You for.

If You choose to take out this insurance with Us, You are required to be truthful when you apply and to comply with Your duty of disclosure which is described below under Duty of Disclosure.

Certain eligibility criteria apply:

- You must be an Australian Resident; and
- Your Motor Vehicle must be covered by a Comprehensive Motor Vehicle Insurance policy at all times.

General Advice

Any general advice that may be contained within this document or accompanying material does not take into account Your individual objectives, financial situation or needs. Because of this, before acting on the advice or making any decision about this insurance, You need to decide whether the advice and the limits, type and level of cover set out in this document are appropriate for You.

Important Information

8. Duty of Disclosure – What We Need You to Tell Us

It is important that You understand You are answering Our questions for Yourself and anyone else that You want to be covered by the Policy.

Your duty of disclosure when entering into an insurance contract

Before You enter into an insurance contract with Us, You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth) to tell Us anything that You know, or could reasonably be expected to know, may affect our decision to insure You and, if so, on what terms. This duty of disclosure applies until the contract is entered into.

Your duty of disclosure for renewing an insurance contract or entering into a subsequent insurance contract

The same duty applies until We agree to any variations, extensions, reinstatements or renewal of an insurance contract.

What You are not required to disclose

You are not required to disclose any matter:

1. That diminishes the risk to be undertaken by Us;
2. That is of common knowledge;
3. That We know or should know in the ordinary course of the insurance business;
4. Where We waive Your duty of disclosure.

Non disclosure and its consequences

If You fail to comply with Your duty of disclosure We may be entitled to reduce the amount We would pay You if You make a claim, cancel Your insurance contract, or both.

Fraudulent non disclosure and its consequences

If Your non disclosure is fraudulent, We may refuse to pay Your claim and treat the contract as if it never existed.

9. Privacy

Your Privacy

In the course of providing insurance and processing insurance claims, We need to collect personal and or sensitive information about persons We insure and persons

associated with insured persons. If an insured does not give Us this information, We may not be able to provide insurance or process a claim. In accordance with the Privacy Act 1988 (Cth) ('the Act'), Our Privacy Policy statement contains the information required to be given to persons about whom We collect personal and or sensitive information. It provides information on how an insured can make a complaint against Us for a breach of the Australian Privacy Principles ("APPs"), or registered APP code(s), if any, that bind Us.

Your access to Your personal and sensitive information

An insured can request access to personal and sensitive information that We hold about them. Your rights to access and Our rights to refuse access are set out in the Act.

Our use of personal and sensitive information

We may at any time use personal and or sensitive information We collect about individuals subject to insurance cover for any of the following purposes:

1. to provide a quotation or assess a proposal for insurance;
2. to provide, amend or renew an insurance policy; or
3. to respond to a claim.

Our Disclosure of Personal and Sensitive Information

We may at any time disclose personal and or sensitive information We collect to the following types of organisations (some of which may be outside Australia)

1. Reinsurers;
2. External valuers and appraisers;
3. Loss adjustors, investigators and other organisations retained by Us who help Us provide Our claims service;
4. Professional advisers, such as accountants and lawyers; and
5. Other organisations that provide services to Us in relation to the provision of insurance.

To assist Us in providing insurance services to an insured, We may, from time to time, transfer personal and or sensitive Information overseas to the types of organisations listed above in Canada, China, Hong Kong, India, Philippines, Singapore, Thailand, the United Kingdom and the United States of America. Where We do so, We take reasonable steps to ensure it is kept confidential.

Our Privacy Policy statement is readily available on Our website at www.chubbinsurance.com.au.

10. Financial Claims Scheme

This Policy may be a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and third parties in the event of insurers becoming insolvent. In the unlikely event of Chubb becoming insolvent You may

be entitled to access the FCS, provided You meet the eligibility criteria. APRA is responsible for the administration of the FCS. Contact APRA at www.apra.gov.au or 1300 558 849.

11. The General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). The Terms of the Code require Us to be open, fair and honest in Our dealings with You. The Code outlines the standards by which We have agreed to deal with You in relation to buying insurance, claims handling, complaint resolution as well as standards for Our employees, authorised representatives and Our service suppliers, financial hardship, information and education and access to information.

The Code aims to:

- Commit Us to high standards of service.
- Promote more informed relations between You and Us.
- Promote trust and confidence in the insurance industry.

For more information and a copy of the Code please visit the Insurance Council of Australia's website at www.codeofpractice.com.au or www.insurancecouncil.com.au.

12. How to Make a Claim

Please contact Australian Reliance directly if You wish to make a claim as per their contact details on page 8. We can only accept responsibility for repairs or payment to third parties under a claim where You have told Us about them beforehand and We have accepted Your claim. Full details of what You must do for us to consider Your claim are provided in the 'Claims' section of Your Policy on page 8.

When making a claim, you will need to authorise Australian Reliance to contact You:

- a. Comprehensive Motor Insurer to release all documents relevant to any payout under Your Comprehensive Motor Vehicle Insurance policy; and
- b. Financier to release all documents relevant to verify the amount You owe the Financier under the Loan Contract.

13. Cooling Off Period

You have 21 days to consider the information contained in Your Policy. This is Your cooling off period. If You would like, and provided You have not made a claim under Your Policy, You have the right to cancel Your insurance. We will refund in full any premium You have paid. To exercise this right You must notify Chubb in writing or electronically within 21 days from the date Your Policy takes effect.

14. Cancelling Your Policy

Your Policy may be cancelled by You (if Your Policy permits) at any time by giving Us notice in writing. We may cancel Your Policy in accordance with the Insurance Contracts Act 1984 (Cth). Should We or You cancel Your Policy upon conclusion of the Cooling Off Period, please note no premium refund is applicable as Your premium is fully paid (see "When You May Cancel" on page 8).

15. Complaint Resolution

Our complaint resolution process is divided into three (3) stages. Stage 1 is the first review. Stage 2 is internal dispute resolution and Stage 3 is referral to external dispute resolution with the FOS. At every stage We will provide You with written reasons.

Stage 1

We will respond to Your complaint within 15 business days of receipt of Your complaint, provided We have all necessary information and have completed any investigation required. We will keep You informed about the progress of Your complaint at least every 10 business days during **Stage 1**, unless You agree to extend that period.

We will advise You of Your right to take Your Complaint to Stage 2 if We:

- cannot respond to You within 15 business days because We do not have all necessary information; or
- have not completed Our investigation, and
- cannot reach an agreement with You on an alternate timetable

Stage 2 Internal Dispute Resolution

If Our **Stage 1** decision does not resolve Your Complaint to Your satisfaction or if You advise Us that You wish to take Your Complaint to **Stage 2**, Your Complaint will be reviewed by Our Internal Dispute Resolution Panel (IDR Panel). Our IDR Panel is comprised of employees with the appropriate experience, knowledge and authority to consider and resolve Your Complaint. The IDR Panel personnel will not be the same people who was/were involved in the **Stage 1** review and decision.

Once transferred to **Stage 2**, We will respond within 15 business days, provided We have all necessary information and have completed any investigation required. We will keep You informed about the progress of Our review at least every 10 business days during **Stage 2**.

We will advise You of Your right to take Your Complaint that falls within the FOS Terms of Reference to Stage 3 if We:

- cannot respond to You within 15 business days of the date Your complaint is referred to **Stage 2** because We do not have all necessary information; or
- have not completed Our investigation, and



- cannot reach an agreement with You on an alternate timetable.

Stage 3 External Dispute Resolution with the FOS

Where the Complaint falls within the FOS Terms of Reference and at the conclusion of **Stage 2** You are not satisfied with the outcome of Your Complaint or if We do not resolve Your Complaint within 45 calendar days of the date We first received Your Complaint, You or a third party may refer Your Complaint to the FOS. FOS offers a free review service for complaints which fall within their Terms of Reference. External dispute resolution determinations made by FOS are binding upon Us. Where the FOS Terms of Reference do not extend to Your complaint, We will notify You of the right to seek independent legal advice or give You information about other external dispute resolution options (if any) that may be available.

You can contact FOS as follows:

By Phone: 1800 367 287

By Mail: Financial Ombudsman Service
G.P.O. Box 3
Melbourne, VIC, 3001

Information on the FOS may be obtained from its website at www.fos.org.au

The above Complaint resolution procedures do not apply where:

We resolve the complaint to Your satisfaction by the end of the 5th business day after receipt of the Complaint by Us; and no written response has been required.

You can contact Us in the following ways:

By Phone: (02) 9273 0100

By Mail: Complaints Chairman
Level 29, 2 Park Street
Sydney, NSW, 2000

By Email: aus.complaints@chubb.com

Information on Our complaints resolution process may also be obtained from Our website at www.chubb.com/international/australia.

16. Chubb's Contact Details:

Our Offices:

Sydney:

Citigroup Centre, Level 29, 2 Park Street, Sydney, NSW, 2000, Australia.

Phone: (02) 9273 0100

Melbourne:

Level 12, 720 Bourke Street, Melbourne, VIC, 3000, Australia.

Phone: (03) 9242 5111

Perth:

Level 1, 225 St. Georges Terrace, Perth, WA, 6000, Australia.

Phone: (08) 6211 7777

Brisbane:

Level 13, 40 Creek Street, Brisbane, QLD 4000, Australia.

Phone: (07) 3227 5777

Our Website: www.chubbinsurance.com.au

17. Insurance Council of Australia and NIBA

Where We cannot provide You with insurance cover, We will refer You to the Insurance Council of Australia (the ICA) or the National Insurance Brokers Association of Australia (NIBA) for information about alternative insurance options (unless You already have someone acting on Your behalf). The ICA has established a referral service called 'Find an Insurer'. Information on finding alternative insurers can be found at www.findaninsurer.com.au.

This Product Disclosure Statement is dated 11 December 2015.



Part B - Policy Wording

1. Our Agreement

Provided You have paid the premium, We will insure you during the period of insurance subject to the terms and conditions of this policy. The Policy wording, Policy Schedule and any other endorsements or notices We may give You in writing, form Our agreement with You and together set out the terms and conditions of the Motor Finance Gap Protection Policy.

2. What You Are Covered For

Summary of Benefit Limits

A description of the Benefit Limits is set out in the table below and are subject to all of the terms, conditions, exclusions and provisions of Your Policy.

Benefit	Benefit Limit	Excess
GAP Benefit	In the event that Your Motor Vehicle is deemed a Total Loss under Your Comprehensive Motor Vehicle Insurance policy, We will pay to Your Financier Your Indebtedness on the Loan Contract but only after Your Financier has received the Total Loss Payout of the Market or Agreed Value from Your Comprehensive Motor Vehicle insurer as confirmed to Us. The maximum amount We will pay for this benefit is \$15,000.	The Gap Benefit acts solely in excess of the Underlying Policy, which is Your Comprehensive Motor Vehicle Insurance policy.
Additional Expenses Benefit	We will cover any additional expenses incurred as a direct or indirect result of the Total Loss of Your Motor Vehicle, subject to a maximum of \$2,000.00	The Gap Benefit acts solely in excess of the Underlying Policy, which is Your Comprehensive Motor Vehicle Insurance policy.

3. The Benefits

3.1 GAP Benefit

In the event that Your Motor Vehicle is deemed a Total Loss under Your Comprehensive Motor Vehicle Insurance policy, We will pay to Your Financier Your Indebtedness on the Loan Contract but only after Your Financier has received the Total Loss Payout of the Market or Agreed

Value from Your Comprehensive Motor Vehicle insurer as confirmed to Us. The maximum amount We will pay for this benefit is \$15,000.

3.2 Additional Expense Benefit

We will cover any additional expenses incurred as a direct or indirect result of the Total Loss of Your Motor Vehicle, subject to a maximum of \$2,000.

3.3 Policy acts in excess of Underlying Motor Policy

It is a condition that the Underlying Policy will act as primary insurance. Your Motor Finance Gap Protection Policy will act solely in excess of the Underlying Policy, but for no broader coverage than the terms, limitation and conditions of the Motor Finance Gap Protection Policy.

4. What You are Not Covered For – General Exclusions

There are certain times when this insurance may not provide cover.

Your Policy will not apply to any event caused by, arising directly or indirectly out of or in any way connected with:

- a. Any penalty payments for early discharge or additional interest payments under Your Loan Contract, other than where such payments are directly attributable to Your Motor Vehicle being deemed a Total Loss.
- b. The amount of any increased liability solely attributable to a variation to Your Loan Contract.
- c. Any arrears, deferred payments, overdue or outstanding interest payments or late charges owed to the Financier at the time Your Motor Vehicle becomes a Total Loss.
- d. Any liability for You to pay the Goods and Services Tax unless You are not a registered entity within the meaning of the A New Tax System (Goods and Services Tax) Act 1999.
- e. Except for the application of a policy excess or deductible, payment if Your Comprehensive Motor Insurer does not pay out the full Market Value (on a Market Value insurance policy) or the full Agreed Value (on an Agreed Value insurance policy) following a Total Loss for any reason whatsoever.
- f. Payment for more than one claim on this policy.
- g. Any claim arising out of war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.
- h. Any claim arising directly or indirectly as a result of or in connection with Terrorism.
- i. Payments which are not permitted to be made by Us at law.

5. Premiums

All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the Policy.

In order to calculate your premium, we take various factors into consideration, including the level of coverage you select.

Any factor that increases the risk usually increases the premium.

Your premium includes any amounts payable in respect of compulsory government charges (including stamp duty and GST). We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid.

If You fail to pay Your premium on time and Your premium remains unpaid We may refuse to pay a claim arising after payment was due.

6. Policy Term

Your Policy starts from the Commencement Date and will end automatically.

This policy will expire and cover will cease on any of the following events:

- a. When the period of insurance expires; or
- b. If the policy is cancelled; or
- c. If Your finance contract or lease is paid out, discharged, refinanced or terminated; or
- d. If Your Motor Vehicle is no longer covered by a Comprehensive Motor Vehicle Insurance policy; or
- e. A valid claim is made under this Policy.

7. Cancellation

Your Policy may be cancelled in one of the following ways:

7.1. When You May Cancel

- a. You can cancel Your Policy at any time.
- b. You must provide written notice of Your intention to cancel the policy to Australian Reliance at Level 15, 499 St Kilda Road, Melbourne VIC 3004 or its authorised representative.
- c. Such cancellation shall be effective from the date Your notice is received by Australian Reliance or its authorised representative, or such later date as specified by You. Provided no claim has or can be made under this Policy, as Your premium upon conclusion of the Cooling Off Period is fully paid, no premium refund is applicable if You cancel Your Policy.

7.2. When We may cancel or avoid the Policy

We may cancel Your Policy in accordance with the Insurance Contracts Act (Cth) 1984. If You:

- a. fail to comply with Your duty of utmost good faith;

- b. fail to comply with Your Duty of Disclosure;
- c. fail to comply with a provision of Your Policy, including a provision with respect to payment of premium; r
- d. make a fraudulent claim under Your Policy or any other policy of insurance.

We will give You a written notice of cancellation on behalf of Us sent to Your address on Our file.

As Your premium upon conclusion of the Cooling Off Period is fully paid, no premium refund is applicable if We cancel Your Policy. Each of the above conditions apply only to the extent that We are able to rely on the condition in relation to the cover provided by them.

8. Claims

8.1. Procedure for Making a Claim

Contact Australian Reliance for a claim form as soon as You suffer a Total Loss. You must fully complete the form, sign and return it to Australian Reliance as soon as possible. You must give Australian Reliance any other information We ask for to support Your claim and provide assistance when required.

Australian Reliance contact details are provided below:

Address: Level 13, Fawkner Centre,
499 St Kilda Road
Melbourne, VIC, 3004

Telephone: 1800 98 64 45

Fax: (03) 9867 5110

Australian Reliance will also require that You authorise them to contact:

- a. Your Comprehensive Motor Insurer to release all documents relevant to any payout under Your Comprehensive Motor Vehicle Insurance policy.
- b. The Financier to release all documents relevant to verify the amount You owe the Financier under the Loan Contract.

8.2. Processing and Payment of Claims

We will take all reasonable steps to pay a valid claim promptly. We shall pay all benefits under this Policy to You. The receipt of such benefits by You will be a discharge to Us with respect to all claims under Your Policy.

8.3. Making Claims After Your Policy is Cancelled

If Your Policy is cancelled this does not affect Your rights to make a claim under Your Policy if the event occurred before the date of cancellation, subject to the cancellation not being due to the non-payment of any premium due.

9. General Conditions

Australian Law

You must be an Australian Resident to be covered by this Policy.

Your Policy is governed by the laws of the State or Territory in which You normally reside. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of the State or Territory in which You normally reside.

Australian Currency

All payments by You to Us or Us to You must be in Australian currency.

10. Updating Your Customer Details

If You have change Your address or require any other personal details to be altered during the course of the Policy, please advise Australian Reliance or its authorised representative to ensure that Our records are up to date.

11. Definitions

Agreed Value means the sum insured that You and Your Comprehensive Motor Vehicle Insurer have agreed to insure Your Motor Vehicle for.

Comprehensive Motor Vehicle Insurance means the Insurance Policy that provides cover for accidental loss or damage for Your Motor Vehicle or subsequent continuous renewal of this insurance being in force at the date of the incident resulting in the Total Loss.

Commencement Date means 4.00pm Australian Eastern Standard Time on the date We agree to provide insurance under the Policy and which is shown on Your Policy Schedule.

Financier means the company providing finance for the purchase of Your Motor Vehicle.

Indebtedness means the amount owing to Your Financier under your Loan Contract as at the date of the incident resulting in the Total Loss less the Total Loss Payout provided by Your Comprehensive Motor Vehicle Insurance.

Loan Contract means the Finance contract taken out for the purchase or lease of Your Motor Vehicle described in the Policy Schedule and payment of any Motor Vehicle related expenses.

Market Value means the current Market Value of Your Motor Vehicle immediately prior to the incident resulting in the Total Loss as determined by Your Comprehensive Motor Vehicle Insurer.

Motor Vehicle means the Motor Vehicles insured under this Motor Finance Gap Protection Policy and under the Comprehensive Motor Vehicle Insurance including its standard equipment, tools and accessories that were in or attached to the Motor Vehicle at the time of purchase.

Policy means this document, Your Policy Schedule and any other documents We issue to You which are expressed

to form part of the policy terms, which set out the cover We provide for the Period of Insurance and which describe the insurance contract between You and Us. For the sake of clarity, it does not include any prior policy that this is a renewal of or any future policy that is a renewal of this Policy.

Policy Schedule means a Certificate of Currency containing information about Your cover, including the period of insurance, the type and amount of cover and whether any standard terms have been varied by way of endorsement to the policy.

Terrorism means the use or threatened use of force or violence against person or property; commission of an act dangerous to human life or property; or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by a person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognised by the government of any country in which the insured operates or exports products into, as an act of Terrorism.

Total Loss means that Your Motor Vehicle has been stolen and not recovered and/or has been damaged beyond economical repair and has been deemed a total loss by Your Comprehensive Motor Vehicle Insurer.

Total Loss Payout means the payout of either the Market Value or the Agreed Value by Your Comprehensive Motor Vehicle Insurer following the Total Loss of Your Motor Vehicle.

Underlying Policy means Comprehensive Motor Vehicle Insurance policy. We/Us/Our means Chubb Insurance Company of Australia Limited ("Chubb"). You/Your means the person named as the insured on the Policy Schedule.