



# COMPREHENSIVE — MOTOR VEHICLE INSURANCE

## POLICY AND PRODUCT DISCLOSURE STATEMENT

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## INTRODUCTION

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### THANK YOU FOR CHOOSING LEXUS INSURANCE

We are here to provide you with confidence and security throughout your vehicle ownership. You also have our commitment to excellence in customer service.

Our Comprehensive Motor Vehicle Insurance policy has been tailored specifically to provide a range of innovative benefits and services to meet the discerning needs of the Lexus Insurance customer.

Should your vehicle suffer accidental damage, be stolen, or if someone is claiming against you, we're just a phone call away. One of our dedicated claims consultants will take care of everything for you and keep you mobile so you can get on with your life.

If your vehicle is damaged, we'll make all the necessary arrangements for the repair of your vehicle, taking away the stress and inconvenience. Your vehicle will be repaired with absolute care and expertise and covered by our Lifetime Repair Guarantee.

We are confident our insurance products will meet your expectations and provide peace of mind motoring.

If you would like more information, simply call Lexus Insurance on 1300 888 840 or visit [lexusinsurance.com.au](http://lexusinsurance.com.au)

## YOUR PRODUCT DISCLOSURE STATEMENT

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This Product Disclosure Statement (PDS) is also your policy document. Together with your policy schedule, it makes up your insurance contract with us.

The PDS provides information about the product we offer, the Lexus Insurance Comprehensive Motor Vehicle policy, and it is designed to help you make an informed decision about this product. Please read this document carefully to make sure it provides you with the insurance cover you require. If you do not understand the protection this insurance provides, please contact us. Our contact details are provided at the end of this document.

The information in this PDS was current at the date of preparation. We may need to update some of the information in this PDS from time to time without needing to notify you. You can obtain a copy of any updated information by calling us on 1300 888 840 or visiting [lexusinsurance.com.au](http://lexusinsurance.com.au). We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement PDS.

This PDS and policy wording is an important document and should be retained by you in a safe and convenient place, along with your policy schedule which comprises the information you have given us and the individual details of your policy, together with any other notices we may give you from time to time.

# PRODUCT DISCLOSURE STATEMENT OVERVIEW

## IMPORTANT INFORMATION

For full details of the policy cover, benefits and conditions, you must read the entire policy.

### Your privacy

We are committed to protecting the privacy of your personal information as detailed in our privacy policy. (Refer to the section *'Your policy information - Privacy'* to find out more.)

### Duty of disclosure

You must provide honest, correct and complete answers to the specific questions we ask to enable us to decide whether to insure you or pay your claim. (Refer to the section *'Your policy information - Duty of disclosure'* to find out more.)

### When we will not pay your claim

You need to be aware of the risks that you are not covered for under this policy. Please carefully read the sections *'Comprehensive Insurance cover'* and *'When we will not pay your claim'* to find out more.

### Making a claim

Please contact us as soon as possible by calling 1300 658 067. (Refer to the section *'Making a claim'* to find out more.)

### GST and Input Tax Credits (ITC)

The amounts covered for your vehicle and legal liability include GST, unless expressed otherwise. Any amounts we pay will include GST, but we may reduce the amount by any ITC that you are, will be or would have been entitled to receive. (Refer to the section *'How we settle your claim - GST and Input Tax Credits'* to find out more.)

### How we calculate your premium

The amount of your premium will be set out on your policy schedule. It will include any government taxes and charges. You can find further information about how we calculate the costs of your insurance, as well as the excesses and discounts that may apply to your policy, in our *'Comprehensive Motor Vehicle Insurance Premium, Excess, Discounts and Claims Guide'*. This Guide is available on our website at [lexusinsurance.com.au](http://lexusinsurance.com.au) or you can call us on 1300 888 840 if you would like us to post you a free copy.

### Renewing your policy

We will write to you before your policy expires and either invite you to renew your policy and pay the premium set out in the notice or inform you we cannot continue to provide cover. (Refer to the section *'Additional Terms and Conditions - Renewing your policy'* to find out more.)

### Paying for your insurance

Your premium is the amount you pay for this insurance for the period of cover, and you can choose to pay your premium annually or by monthly instalments. (Refer to the section *'Additional Terms and Conditions - Paying for your insurance'* for details of how to pay your premium and what happens if you fail to pay.)

### Special conditions

We may impose special conditions on your policy that may exclude, restrict or extend cover for a person or a particular situation. Any imposed conditions will be listed on your policy schedule.

### 21-day Cooling Off and cancellation at other times

You will receive a full refund if you cancel your policy within 21 days of its purchase date, provided you have not lodged a claim. You may also cancel your policy at other times and we will refund any premium that applies to the unexpired period of your policy, less our processing charges. (Refer to the section *'Additional Terms and Conditions - Cancelling your policy'* to find out more.)

### Our Service Commitment to you

We're committed to providing you with the highest standard of service. If you're ever dissatisfied with the outcome of any of your dealings with us, we invite you to use our internal dispute resolution service.

If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA), an external independent dispute resolution scheme, of which we are a member.

There is no charge to you for either service. (Refer to the section *'Our Service Commitment to you'* to find out more.)

## FEATURES OF THE POLICY

The table below summarises the cover and Additional Benefits available.

*This table is a guide only. For a full explanation of the cover available please carefully read each section of this document.*

FEATURES AND BENEFITS
Agreed value
Cover for accidental loss or damage to your vehicle (including fire and theft)
Cover for accidental loss or damage to other people's property
Driving instruction cover
Glass cover
Keys, locks and barrels
Replacement with new vehicle after a total loss
Legal costs
Towing and storage
Re-delivery costs
Trailer, boat and caravan cover
Personal items
Baby capsules and child seats
Emergency repairs
Emergency trip continuation
Travel expenses
Insurance continuity following recoverable total loss claims
Rental car following theft
Rental car following accidental damage
Substitute vehicle
Excess-free for recoverable claims
Lifetime Repair Guarantee (including Genuine Parts promise)
Temporary cover when changing your vehicle
OPTIONAL BENEFITS
Voluntary excess
Excess-free glass cover

## YOUR POLICY INFORMATION

### YOUR POLICY

Your policy consists of:

- this PDS; and
- your policy schedule, comprising the notices we give you from time to time which show the particular details and current status of your policy.

We will send you an updated policy schedule whenever you inform us of a change in these details, which may also contain variations to the terms of your policy.

### OUR AGREEMENT WITH YOU

We will insure you for accidental loss or damage (including theft) to your vehicle and legal liability for loss or damage to the property of others, subject to:

- the options you have selected as detailed on your policy schedule;
- the terms, conditions and limits as detailed in this document;
- the premium being paid up to date;
- you or anyone else in the possession of your vehicle with your permission taking all reasonable steps to safeguard your vehicle from loss or damage at all times; and
- the event occurring in Australia during the period of cover.

## PRIVACY

As part of your dealings with Lexus Insurance we collect personal information (including sensitive information such as health information) about you (**'Your Information'**). Wherever possible we will collect Your Information directly from you. However, there may be occasions when we collect Your Information from someone else.

We value your privacy and will only use Your Information for the purposes for which it was collected, other related purposes notified to you and as permitted or required by law. You may choose not to give us Your Information, but this may affect our ability to provide you with our products or services.

We may share Your Information with our related entities and third parties who provide services to us or on our behalf or with other entities for purposes for which it was collected. Some of these entities may be located outside of Australia.

For more details on how we collect, store, use and disclose Your Information please read our privacy policy (**'Policy'**) located at [lexusinsurance.com.au](http://lexusinsurance.com.au) or contact us at [insurance@lexus.com.au](mailto:insurance@lexus.com.au) or 1300 888 840 to request a copy of the Policy be sent to you. We encourage you to obtain a copy of the Policy and read it carefully.

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

The Policy also contains information about how you can access and seek correction of Your Information, make a complaint about a breach of the privacy law and how we will deal with such a complaint.

## DUTY OF DISCLOSURE

Before you enter into or renew this policy, you have a duty to disclose to us every matter that you know, or could reasonably be expected to know, that is relevant to our decision whether to insure you and anyone else to be insured under this policy, and on what terms. This duty applies at inception of the policy, and before you renew, extend, vary or reinstate this policy.

Your answers to our questions must be honest, correct and complete and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

You do not need to tell us about anything which:

- reduces the chances of you making a claim;
- we should know about because of the business we are in; or
- we tell you we do not want to know.

If you should fail to comply with your duty to disclose, we may reduce or deny any claim that you make or cancel your policy. If you act fraudulently, we may refuse to pay your claim and treat your policy as never having existed.

## COMMONLY USED WORDS OR EXPRESSIONS

*Some of the words in this policy have specific meanings. These words and their meanings are listed below:*

**Accessory** means any addition to your vehicle which does not enhance the performance or change the structure of the vehicle.

**Accident or accidental** means a mishap (or series of mishaps) that was unintended or unexpected by you or the driver of your vehicle, which involved your vehicle and arose from a single event.

**Agreed value** means the amount which we agree to insure your vehicle for as shown on your policy schedule.

**Business use** means the vehicle is either registered as a business vehicle or used for income earning purposes but does not include goods carrying or courier use vehicles.

**Courier use** means a vehicle which is under two tonnes carrying capacity and used for business purposes and for the collection or delivery of goods upon no fixed route.

**Defensive driving course** means a paid professional driver education and training course that is:

- solely teaching defensive driving skills and is advertised as such;
- conducted under full-time, direct professional instruction and supervision; and
- offered for sale to members of the public on a continuing basis.

Any course that includes a track day, racing school or timed event is not a defensive driving course.

**Driver(s)** means any person other than you who is driving or in control of your vehicle with your express consent.

**Electronic communication** means a communication of information in the form of data, text or images by means of guided and/or unguided electromagnetic energy (including via email, hyperlink, and SMS).

**Excess(es)** means the amount you must pay towards the cost of any claim under your policy.

**Genuine parts** means Original Equipment Manufacturer (OEM) parts.

**Goods carrying use** means a vehicle which is over two tonnes carrying capacity and used for business purposes and for the collection or delivery of goods upon a fixed route but does not include courier use vehicles.



**Modification** means an alteration to your vehicle's standard body, interior, engine, suspension, wheels, tyres or paintwork which may affect its performance, value, safety or appearance. Examples include wide or special tyres, spoilers, special paint work, LP gas conversion, turbo conversion or sun-roof. Any modification fixed to your vehicle is excluded unless you have told us about it, and we have agreed to provide cover. Where cover for a modification is included, it will be shown on your policy schedule.

**Non-recoverable claim** means a claim where:

- we determined the driver of the vehicle contributed to the cause of the accident;
- we determined the accident or loss was not caused by the driver, but the person who caused the accident is unable to be identified;
- the accident or loss was not caused by a person; or
- you cannot provide us with the full names, current residential addresses, phone numbers, vehicle registration numbers and insurance details of all drivers involved.

**Non-standard accessory** means any accessory that has been fitted to your vehicle and that wasn't part of the standard or optional configuration from the manufacturer, including Bluetooth kits, mag wheels, bull bar or permanently fixed global positioning system (GPS), audio visual equipment, or rear parking sensors. Any non-standard accessory fitted to your vehicle is excluded unless you have told us about it, and we have agreed to provide cover. Where cover for a non-standard accessory is included, it will be shown on your policy schedule.

**Period of cover** means the current period for which we have agreed to provide you with insurance as set out in your policy schedule.

**Policy schedule** means your current policy schedule and/or renewal notice that shows the particular details and period of cover of your policy, or any other more recent notices we may give you from time to time.

**Private use** means the vehicle is used solely for private, domestic and pleasure purposes, including travel to and from work, but excluding business use, courier use and goods carrying use.

**Rental car** means a hired car that has been arranged or pre-approved by us which you are using temporarily following a claim we have accepted under this policy for accidental loss or damage to your vehicle.

**Recoverable claim** means a claim where:

- we determined the driver of your vehicle did not contribute to the cause of the accident; and
- you can provide us with the full names, current residential addresses, phone numbers, vehicle registration numbers and insurance details of all drivers involved.

**Rideshare use** means where the vehicle is used to provide passengers with trips or journeys for a fee, so long as it is legal to do so and where the vehicle was registered as available on a rideshare app for up to 35 hours in the 7 days prior to an accident.

Rideshare use is excluded unless you have told us, and we have agreed to provide this cover and you have paid the additional premium. Where cover for Rideshare use is included, it will be shown on your policy schedule.

Rideshare use does not mean a taxi, hire car or vehicle used for delivery.

**Substitute vehicle** means a vehicle similar to your vehicle, not insured elsewhere and which you are using temporarily because your vehicle is:

- being repaired (and we have agreed to accept your claim for this repair under this policy);
- being serviced; or
- not drivable because of a mechanical breakdown.

This does not include a rental car.

**Total loss** means, in our opinion, it would not be safe, economical or practical to repair your vehicle, or it has been stolen and not found within 14 days after the theft has been reported to us.

**We, us, our, or Lexus Insurance** means Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11132 524 282 AFSL Number 443540.

**You or your** means the person or persons named as the insured on your policy schedule.

**Your vehicle** means the registered vehicle described on your policy schedule including:

- the standard tools, options and accessories supplied by the manufacturer, providing they are in or attached to your vehicle; and
- any modification or non-standard accessory fixed to your vehicle that you have told us about and we have agreed to cover as described on your policy schedule.

# COMPREHENSIVE INSURANCE COVER

## THE PROTECTION WE PROVIDE

### Agreed value

The Lexus Insurance Comprehensive Motor Vehicle policy provides agreed value cover, so you will always have the certainty of knowing the amount for which your vehicle is covered during the period of cover. The agreed value amount will be shown on your policy schedule.

### Cover for accidental loss or damage to your vehicle

We will cover you for accidental loss or damage (including fire and theft) to your vehicle.

At our choice we will:

- a. arrange for the repair of your vehicle;
- b. pay you the fair and reasonable cost of repairing your vehicle; or
- c. declare it a total loss, and either replace your vehicle (refer to the section *'Additional Benefits - Replacement with new vehicle after a total loss'* to find out more) or pay you the agreed value shown on your policy schedule.

### Cover for damage to other people's property

We will cover your legal liability to pay compensation for loss or damage to someone else's property caused by an accident involving:

- your vehicle or a substitute vehicle; or
- a boat, caravan or trailer whilst attached to, or accidentally detached from, your vehicle or a substitute vehicle.

We will also cover the legal liability of:

- any driver of your vehicle or a substitute vehicle, provided that person was not covered by another insurance contract at the time of the accident;
- passengers who are in, or getting into or out of your vehicle or a substitute vehicle, with your permission; and
- your employer, principal or business partner arising out of your use of your vehicle or a substitute vehicle.

We will not cover legal liability:

- when the loss or damage occurs to property you own or for which you are responsible;
- if your vehicle or a substitute vehicle was being used without your permission at the time of the accident;
- which is insurable under a statutory or compulsory insurance or compensation scheme or another policy covering such liability; or
- you agree to accept without our express written consent, and where such liability would not have existed without your agreement.

### Maximum amount payable

The maximum amount we will pay for legal liability arising out of any one motor vehicle accident is **\$20 million**.

### Driving instruction cover

#### Learner drivers

We will provide cover for accidental loss or damage to your vehicle if it is being driven by or in the charge of a learner driver. We will not apply the undisclosed driver excess but any age or licence excess payable in the event of a claim will be that applicable to the licensed driver providing the instruction.

This cover will be provided so long as:

- the learner driver holds a valid learner's licence or learner's permit equivalent for the state or territory in which they live;
- a fully licensed driver who is listed on the policy accompanies the learner driver and is in the vehicle as the instructing passenger in the front seat; and
- the driving lesson is not a paid lesson.

This benefit does not apply once a learner driver gains their probationary licence. After that time that driver will need to be nominated as a driver as noted on your policy schedule, otherwise the undisclosed driver excess will also be payable in the event of a claim.

#### Defensive driving courses

We will cover damage to your vehicle as a result of an accident that happens while you are participating in a Defensive driving course.

### Glass cover

When your vehicle's windscreen, sunroof glass or window glass is accidentally damaged, we will repair or replace the windscreen, sunroof glass or window glass with parts which meet applicable Australian Design Rules.

If you have chosen to purchase the optional *'Excess-free glass cover'* benefit you will not be required to pay any type of excess that applies to your policy for the first glass cover claim. Refer to the section *'Optional Benefits with Comprehensive cover - Excess-free glass cover option'* to find out more.

## ADDITIONAL BENEFITS

### Keys, locks and barrels

If any of the keys or devices giving access to your vehicle are stolen, or you believe on reasonable grounds they have been illegally copied, we will pay up to **\$2000** per claim (over and above any basic and voluntary excess that applies to your policy) for the replacement of your vehicle's keys or devices and/or recoding of your vehicle's locks and barrels. You must pay any basic and voluntary excess that applies to your policy.



We will provide this cover if:

- the theft of the keys/devices has been reported to the police, and police investigations conclude they are unlikely to be found;
- the keys/devices were not stolen by a relative, spouse or de facto, invitee, any person ordinarily residing with you or with whom you ordinarily reside, or any other person insured under this policy; and
- you are not covered under any other insurance policy.

## REPLACEMENT WITH NEW VEHICLE AFTER A TOTAL LOSS

When we declare your vehicle a total loss because of accidental damage or theft you will be eligible for a new replacement vehicle based on the following conditions:

### 1. Lexus vehicles

If your Lexus vehicle becomes a total loss and it is within the **first four years** of its original registration at the time of the accident, you will receive a new replacement vehicle provided you:

- purchased this insurance cover within 12 months of the vehicle's original registration; and
- have insured this vehicle with us continuously under a comprehensive motor vehicle insurance policy.

The new replacement vehicle will be:

- a. a new Lexus vehicle of the same make, model and series, provided such a vehicle is available in Australia (including all on-road costs associated with the new replacement vehicle); or if this vehicle is not available,
- b. another vehicle in the Lexus range up to the original purchase price (inclusive of all on-road costs).

Where you have not purchased this insurance cover within 12 months of the vehicle's original registration, but you have insured the vehicle continuously with us under a comprehensive motor vehicle policy the new vehicle replacement benefit will also apply if we declare your Lexus vehicle a total loss and the vehicle is still within the first two years of its original registration at the time of the accident.

### 2. Toyota vehicles

If your Toyota vehicle becomes a total loss and it is within the **first three years** of its original registration at the time of the accident, you will receive a new replacement vehicle provided you:

- purchased this insurance cover within 12 months of the vehicle's original registration; and
- have insured this vehicle with us continuously under a comprehensive motor vehicle insurance policy.

The new replacement vehicle will be:

- a. a new Toyota vehicle of the same make, model and series, provided such a vehicle is available in Australia (including all on-road costs associated with the new replacement vehicle); or if this vehicle is not available,

- b. another vehicle in the Toyota range up to the original purchase price (inclusive of all on-road costs).

Where you have not purchased this insurance cover within 12 months of the vehicle's original registration, but you have insured the vehicle continuously with us under a comprehensive motor vehicle insurance policy the new vehicle replacement benefit will also apply if we declare your Toyota vehicle a total loss and the vehicle is still within the first two years of its original registration at the time of the accident.

### Non-Lexus and Non-Toyota vehicles

If your vehicle becomes a total loss and it is within the first two years of its original registration at the time of the accident, you will receive a new replacement vehicle provided you:

- purchased this insurance cover within 12 months of the vehicle's original registration; and
- have insured this vehicle with us continuously under a comprehensive motor vehicle insurance policy.

The new replacement vehicle will be a new vehicle of the same make, model and series, provided such a vehicle is available in Australia (including all on-road costs associated with the new replacement vehicle).

If we decide your vehicle is a total loss and a replacement vehicle is not available, we will provide another vehicle in the manufacturer's range up to the original purchase price (inclusive of all on-road costs).

Any on-road costs we pay in connection with the new vehicle will be less any refund you receive from the registration and Compulsory Third Party insurance for your vehicle. We will require you to provide us with written proof of the refund amount you have received.

Where your vehicle is subject to a finance agreement, we will require the financier's written consent before replacing your vehicle.

For an example of how we calculate a claim for a new replacement vehicle see Example 1(a) under the **'Claim payment examples'** section of this PDS.

## LEGAL COSTS

We will pay for all legal costs and expenses which may be reasonably incurred for any claim or action we have defended in your name in relation to this policy, provided we have given our prior approval for these costs.

## TOWING AND STORAGE

Following accidental loss or damage to your vehicle covered by this policy, if your vehicle cannot be driven safely, we will pay what we consider to be the reasonable cost for the protection, removal and towing of your vehicle to the nearest repairer or place of safety authorised by us.

## RE-DELIVERY COSTS

If the accident covered by this policy occurs more than 100 kilometres from your home, we will cover what we consider to be the reasonable cost of transporting your vehicle to your home once it has been repaired or transporting your vehicle to a repairer of our choosing in your local area prior to its repair.

## TRAILER, BOAT AND CARAVAN COVER

We will also pay for accidental loss or damage (including theft) to your registered trailer, boat or caravan, which at the time of the accident covered by this policy:

- was attached to your vehicle; or
- became accidentally detached from your vehicle as a result of the accident.

We will pay the lesser of:

- the cost to repair your trailer, caravan or boat; or
- the combined market value of your trailer, caravan or boat, up to **\$1500** in total.

We will not pay for any property being carried in or on the trailer, boat or caravan, or for any item that is already insured against loss or damage.

## PERSONAL ITEMS

We will also pay up to **\$1500** if personal property belonging to you, your spouse or dependent children is:

- stolen from inside your locked vehicle;
- stolen with your vehicle; or
- damaged as a result of an accident involving your vehicle,

subject to a claim being accepted on the policy for loss or damage to your vehicle.

At our choice we may:

- repair the item;
- pay you the cost of repairing the item; or
- pay you an amount that we believe represents a fair market value for the item at the date of the accident.

We will not pay for items recovered in an undamaged condition.

No cover is provided for cash, cheques, negotiable items, credit cards or jewellery.

We may also require that you provide us with a police report and the relevant receipts and/or invoices relating to the items.

## BABY CAPSULES AND CHILD SEATS

We will also pay up to **\$800** in total per claim to replace baby capsules or child seats fitted to your vehicle which are:

- stolen from inside your locked vehicle;
- stolen with your vehicle; or
- damaged as a result of an accident involving your vehicle,

subject to a claim being accepted on the policy for loss or damage to your vehicle.

We will not pay for items recovered in the condition they were in at the time of being stolen.

## EMERGENCY REPAIRS

If we agree to pay your claim, we will reimburse you for up to **\$1000** in emergency repairs to your vehicle, which may be necessary to enable you to continue using your vehicle safely following the accident.

The emergency repairs to your vehicle can be conducted without any prior agreement between you and us. We will need you to provide us with the receipts and/or invoices for all emergency repairs to your vehicle.

## EMERGENCY TRIP CONTINUATION

If your vehicle cannot be safely driven after being stolen and/or damaged in an accident more than 100 kilometres from home we will reimburse the cost of essential:

- reasonable transportation for you and your passengers to your home or destination; and
- reasonable transportation to collect your vehicle when it has been repaired; or
- temporary accommodation (room rental only) for you and your passengers, up to **\$200** per day.

We will pay a maximum of **\$1500** per claim for emergency trip continuation.

This benefit is only payable if we accept a claim under the policy, and we will only cover emergency accommodation that is arranged after the vehicle has been stolen and/or damaged in an accident.

Emergency trip continuation costs can be incurred without our prior approval, but we will need you to provide us with receipts and/or invoices relating to these costs.

## TRAVEL EXPENSES

Where your vehicle cannot be safely driven following accidental damage or theft less than 100 kilometres from home and you need to arrange travel from the scene of an accident, we will reimburse up to **\$500** in total for the cost of travel expenses to your chosen location.

This benefit is only payable if we accept a claim under the policy and have authorised repairs to your vehicle. Receipts for payment of the travel expenses must be produced in support of any claim.

## INSURANCE CONTINUITY FOR RECOVERABLE CLAIMS FOLLOWING A TOTAL LOSS

Where you make a recoverable claim following a total loss, instead of your policy coming to an end we will make special provision to cover any replacement vehicle supplied by us or purchased by you for the remaining period of cover, provided where you replace your vehicle, we receive the replacement vehicle details within 14 days of you obtaining it and this vehicle meets our underwriting criteria.

If you have paid your premium on an annual basis, and you have a recoverable claim following a total loss, we will not require you to pay any extra premium above the annual premium you have already paid for this cover and your policy will continue until the first renewal date following the total loss.

If you are paying your premium by monthly instalments and you have a recoverable claim following a total loss, your monthly instalments will be suspended from the time of the total loss. Your instalments will recommence and cover will continue once:

- you have received your replacement vehicle, supplied by us; or
- you have purchased a replacement vehicle which meets our underwriting criteria, we have received details of your replacement vehicle within 14 days of you obtaining it and your replacement vehicle has been added to your policy.

Once your monthly instalments recommence your cover will continue until the end of the remaining period of cover and you will not be required to pay any extra premium in addition to the monthly instalment premium shown on your policy schedule.

Where you make a recoverable claim following a total loss and you accept a cash settlement and do not provide us with details of the replacement vehicle you have purchased to replace your vehicle within 14 days of you obtaining it, or the replacement vehicle does not meet our underwriting criteria, your cover will end at the time of the total loss.

## RENTAL CAR FOLLOWING THEFT

If your vehicle is stolen and the theft has been reported to the police, and the theft is covered by this policy, we will either arrange and pay for the cost of a rental car for you for up to **30 days**, or alternatively we will authorise you to arrange a rental car.

Where we authorise you to arrange a rental car (inclusive of insurance) we will reimburse you for the cost of a rental car for up to **30 days** to a maximum of **\$100** per day.

If your vehicle is found undamaged following theft within the 30-day period and the rental car cost is less than any excess you have paid, refer to the section '*What happens when the amount of your claim is less than the amount of your excess*' to find out more.

We will provide this rental car benefit:

- for a maximum period of 30 days;
- until the date your vehicle has been found undamaged and is able to be driven;
- until the date your vehicle has been found and any damage to it is repaired; or

- until the date that we settle your claim, whichever happens first.

## RENTAL CAR FOLLOWING ACCIDENTAL DAMAGE

If your vehicle is accidentally damaged and this benefit is shown on your policy schedule, you will be provided with the convenience of a rental car while your vehicle is being repaired or has been deemed a total loss under the terms of this policy.

We will either arrange and pay the daily hire rate for a rental car for you for up to 14 days, or alternatively we will authorise you to arrange a rental car.

Where we authorise you to arrange a rental car (inclusive of insurance) we will reimburse you for the cost of a rental car for up to **14 days** to a maximum of **\$100** per day.

We will provide this rental car benefit:

- for a maximum period of 14 days;
- until your vehicle has been repaired and is able to be driven; or
- until the date we settle your claim if your vehicle is a total loss, whichever happens first.

Please refer to the section '**Additional Terms and Conditions – Our standard conditions for rental cars**' of this PDS for our standard conditions (including insurance cover for the rental car) which apply to all rental car benefits in this policy.

## SUBSTITUTE VEHICLE

If you use a substitute vehicle while your vehicle cannot be driven, we will provide cover for damage to other people's property caused by your use of the substitute vehicle. Refer to the section '*Cover for damage to other people's property*' to find out more.

This substitute vehicle benefit applies for a maximum of **14 days** from the day your vehicle was not driveable, or until it is driveable, whichever happens first.

Subject to applicable law, we do not cover:

- the use of any rental car;
- any claim if you do not have legal use of the substitute vehicle;
- any claim if the substitute vehicle belongs to you;
- any claim that is covered by another insurer or insurance policy; or
- loss or damage to the substitute vehicle.

The maximum amount we will pay for legal liability is **\$20 million**.

## YOUR REWARDS

From time to time we recognise our loyal customers by offering a range of rewards for which they may qualify. Some conditions may apply, so please refer to the section '*Comprehensive Motor Vehicle Insurance Premium, Excess, Discounts and Claims Guide*' to find out more.

## OPTIONAL BENEFITS WITH COMPREHENSIVE COVER

You can add the following Optional Benefit to your policy by paying an additional premium when you commence or renew your policy.

This Optional Benefit only applies if you choose and pay for it and will be shown on your policy schedule.

### EXCESS-FREE GLASS COVER OPTION

If this option is shown on your policy schedule we will repair or replace your vehicle's windscreen, sunroof glass or window glass if accidentally damaged in the period of cover, with parts which meet applicable Australian Design Rules.

You will not be required to pay any type of excess that applies to your policy for the first glass cover claim we accept where glass breakage is the only damage sustained to your vehicle.

Where you are claiming on a second or subsequent occasion for glass cover damage during the period of cover, you will need to pay any excess that applies to your policy.

For exclusions that impact on cover, please refer to the section '**When we will not pay your claim**' of this PDS. These exclusions are in addition to any limitations described under the section '**Comprehensive Insurance cover**' of this PDS.

For examples of how we pay a claim for accidental loss or damage to your vehicle, please see Examples 1(a), 1(b) and 1(c) in the '**Claim payment examples**' section of this PDS.

## WHEN WE WILL NOT PAY YOUR CLAIM

### 1. GENERAL EXCLUSIONS

**To make a claim under this policy you must provide us with honest, correct and complete information in a timely manner. Your failure to do this may result in us reducing or denying any claim you make.**

In addition, we will not pay any claim caused by or arising out of:

- a. any **war, act of terrorism**, hostilities or warlike activities, invasion, act of foreign enemy (whether war is declared or not), rebellion, civil war, revolution, insurrection, military or usurped power;
- b. environmental, biological, chemical, radioactive or nuclear pollution, **contamination or explosion**;

- c. **depreciation**, wear and tear, rust or corrosion;
- d. mechanical, structural, electrical, or electronic **breakdown** or malfunction, or damage resultant from any software virus or computer chip failure;
- e. **damage to tyres** caused by brake application, punctures, bursting, or cuts, except where damage is as a result of an accident;
- f. any **loss**, whether financial or otherwise, because you cannot use your vehicle, except for the cover provided under the sections '**Additional Benefits - Rental car following theft**' or '**Optional Benefits with Comprehensive cover - Rental car following accidental damage**;
- g. any **reduced value** of your vehicle after your vehicle has been damaged and repaired in accordance with this policy;
- h. your failure or the failure of anyone else in the possession of your vehicle with your permission to take all reasonable steps to **safeguard your vehicle** from loss at all times;
- i. **lawful seizure** or taking possession of your vehicle by any person or organisation lawfully entitled to do so;
- j. the lack of **availability of parts or accessories** from within Australia necessitating special fabrication, air freighting costs or importation not normally included in the current manufacturer's Australian price list. Where parts or accessories are not readily available our claims cost will be limited to the current Australian price list of the nearest equivalent part;
- k. costs incurred due to an **unreasonable delay** in you notifying us of a claim, or of a demand upon you that may lead to a claim, fines, penalties or liquidated damages;
- l. you or any other person driving your vehicle with your consent **admitting liability** or entering a contract, warranty or agreement, unless such liability would have existed if you had not entered into such contract, warranty or agreement;
- m. **intentional loss or damage** caused by you or a person acting with your express or implied consent;
- n. any costs associated with repairing any **existing damage** your vehicle had prior to an incident which resulted in a claim;
- o. any costs associated with repairing **faulty workmanship** or incomplete repairs previously carried out on your vehicle prior to an incident which resulted in a claim, except in circumstances where you are claiming under terms described in our Lifetime Repair Guarantee;
- p. contamination from natural, **organic or corrosive** substances (for example, damage from tree sap or bird excrement);
- q. the use of **contaminated fuel** (except where the fuel was purchased through a licensed and authorised fuel distributor and the contamination arose from a single event); or
- r. you or any other person continuing to drive your vehicle in a **damaged state**.

## 2. VEHICLE EXCLUSIONS

**We will not pay your claim if, at the time of any accidental loss, damage or liability which results in a claim, your vehicle or trailer, caravan or boat attached to your vehicle (including a rental car or a substitute vehicle) was:**

- a. in an **unsafe or unroadworthy** condition, or was carrying passengers or a load (including towing) in excess of that recommended by the vehicle manufacturer, and this contributed to the loss or damage;
- b. being hired out or **used for fare or reward** (including driving school instruction), other than where your vehicle is:
  - i. being used for **Rideshare** use, (and we have agreed to cover this use and it is shown on your policy schedule); or
  - ii. being used under a private **pooling arrangement** or where such reward is only a travelling allowance paid by your employer and your vehicle is not used for business use;
- c. altered by **modifications** from the original manufacturer's specifications, unless you have told us of those modifications, and we have agreed in writing to cover them;
- d. being used or prepared for use in any form of **motor sport or contest**, experiments, tests, trials or demonstration purposes;
- e. in the custody of a motor dealer or prospective purchaser for the **purpose of sale or consignment**;
- f. being used for any **unlawful purpose**, including the carrying of hazardous or inflammable goods in excess of that permitted by government regulation, unless you can prove that such use was without your knowledge or consent.

## 3. DRIVER EXCLUSIONS

**We will not pay your claim if your vehicle (including a rental car or substitute vehicle) or trailer, caravan or boat attached to your vehicle was:**

- a. being driven by you, or any driver, who was **not licensed** to drive your vehicle, unless you can prove that your vehicle was being driven without your knowledge or consent;
- b. being driven by or last under the control of you, or any other driver with your consent:
  - i. whilst under the influence of **alcohol or illicit drugs**;
  - ii. who had a presence of **alcohol or drugs in their breath, blood, saliva or urine** as shown by analysis which is contrary to legal requirements; or
  - iii. who refused to take a test to determine the level of **alcohol or drugs**; or
- c. being driven by you, or any driver (with your permission), after receiving advice from a medical practitioner not to drive, or whilst under the influence of **prescribed medications** that impair the ability to drive.

## MAKING A CLAIM

### WHAT TO DO IN THE EVENT OF A CLAIM

We understand that being involved in an accident or having your vehicle stolen can be a very stressful time. Our team of claims consultants is here to give you a helping hand when you need it most. To assist in making the claims process as easy as possible for you, the following checklist will help to ensure that you have done everything you need to do, so that your claim can be assessed quickly and efficiently.

Let us know as soon as possible when you discover that an incident likely to result in a claim has occurred, or if someone is holding you responsible for an accident or damage. We can help you and let you know what you should do.

For assistance contact Lexus Insurance on 1300 658 067 and we'll help you every step of the way.

#### AT THE ACCIDENT SCENE:

- Step 1** **Try to prevent further loss or damage** – do everything you reasonably can to secure or recover your property and to minimise any risk of further loss, damage or liability.
- Step 2** **Report the accident or loss to the authorities** – call the police immediately when required to do so by law or when your vehicle is stolen or maliciously damaged.  
Keep a record of the incident or report number, as well as the name of the police officer and station and date reported. We will need a copy of the police report to process your claim.
- Step 3** **Collect the details of all drivers, passengers, vehicles and witnesses** – make sure you obtain the following information to assist us with lodging your claim:
  - registration numbers of all vehicles involved;
  - insurance company details of all drivers involved;
  - full names, current residential addresses and phone numbers of all drivers, passengers and witnesses involved; and
  - photos of the damage sustained to all vehicles (where safe to do so) using your mobile phone or camera.
- Step 4** **Contact us on 1300 658 067** – an experienced consultant will let you know what to do at the accident scene, take down all the details so there are no forms to fill in and explain the claims process.

## YOUR RESPONSIBILITIES WHEN YOU CLAIM ON YOUR POLICY

Any person covered by your policy, or claiming under it, must comply with the following conditions.

### You must never, without our consent:

- arrange or authorise any vehicle repairs, (including dismantling the vehicle) unless we have given our express written consent (except for emergency repairs as otherwise authorised in this policy);
- admit liability or guilt;
- make a promise or offer to settle or partly settle the matter or defend the matter; or
- assign your rights under this policy to a third party.

If you do not fulfil any or all of your responsibilities, we may reduce or refuse your claim and/or cancel your policy as permitted by law.

### We will require you to:

- assist, co-operate and act in good faith at all times with us, even if we have already paid your claim including:
  - being truthful and frank in any statement you make to us;
  - you not behaving in a way that is improper, hostile, threatening, abusive or dangerous;
  - complying with any reasonable requests to assist us in the management of your claim;
  - providing us with honest, correct and complete information, documents and help in response to all our requests so that we can properly assess your claim (for example: bank statement or phone records);
  - immediately referring any communication that you receive from other parties to us so that we can respond on your behalf (for example: emails, letters, notices or court documents);
  - being interviewed by us or our representatives; or
  - attending court to give evidence; or
- not obstruct us from obtaining a quote from a repairer nominated by us including allowing us to inspect and move the vehicle if required;
- give us access to your vehicle and move it if we ask you to, or allow us to move your vehicle to a repairer or other specialist we choose so they can assess your vehicle if there is a dispute about the repairs to your vehicle;
- immediately send us any letters, notices or court documents that you receive about any incident which has resulted, or could result in a claim against you; or
- where requested by us, provide proof of ownership for your vehicle, or any personal items, modifications, options and/or accessories or non-standard accessories. This may include providing receipts, valuations, model and serial numbers.

## WHAT YOU MUST PAY IN THE EVENT OF A CLAIM

### PAYING YOUR PREMIUM FOLLOWING A TOTAL LOSS CLAIM

The following rules apply to the payment of premium under your policy following a total loss claim.

Where a credit provider has a financial interest in your vehicle in relation to your finance agreement, we will pay them the amount owing under this agreement up to the agreed value and pay you any remaining balance up to the agreed value.

TOTAL LOSS CLAIM TYPE	PAYMENT OF PREMIUM
<b>Recoverable total loss claim</b>	<p>Where we pay the agreed value shown on your policy schedule following a recoverable total loss claim and you are paying your premium by monthly instalments, you will not need to pay us any unpaid premium for the portion of the premium you have yet to use and which is owing on the policy at the time of the total loss.</p> <p>If you have paid your premium annually and we pay the agreed value shown on your policy schedule following a total loss claim, no premium will be refunded, however you will be entitled to access the 'Insurance continuity for recoverable claims following a total loss' benefit (see below).</p> <p>Where you utilise the 'Insurance continuity for recoverable claims following a total loss' benefit and we provide you with a replacement vehicle or your total loss payment is used to purchase a replacement vehicle, we will cover this replacement vehicle, subject to the vehicle meeting our underwriting criteria, for the remaining period of cover under your existing policy; and</p> <ul style="list-style-type: none"><li>• If you have paid your premium annually you will not be required to pay any extra premium above the annual premium you have already paid for this cover and your policy will continue until the first renewal date following the total loss.</li><li>• If you are paying your premium by monthly instalments, you will not be required to pay any additional instalments:<ul style="list-style-type: none"><li>– from the time of the total loss until the time you have received the replacement vehicle supplied by us; or</li><li>– if you have purchased the replacement vehicle, from the time we have received details of this vehicle which must be within 14 days of you obtaining it.</li></ul></li></ul> <p>Refer to the section 'Additional Benefits - Insurance continuity for recoverable claims following a total loss' where applicable to find out more.</p>



## TOTAL LOSS CLAIM TYPE

## PAYMENT OF PREMIUM

### **Non-recoverable total loss claim**

If you are paying your premium by monthly instalments you will first need to pay us any unpaid premium owing for the period of cover in which the claim occurred, or we will deduct any unpaid premium from your claim payment amount.

If you have paid your full premium for the period of cover in which the claim occurred, there will be no refund of any premium for the unexpired period of cover because our total loss payment meets all our obligations to you in full.

**Note:** Where we pay the agreed value shown on your policy schedule or provide a replacement vehicle your policy will come to an end.

## EXCESS

An excess is the first amount you may have to pay toward the cost of a claim before we provide any benefits under this policy. The amount and types of excesses applicable to your policy are shown on your policy schedule. They are also described below and in our *'Comprehensive Motor Vehicle Insurance Premium, Excess, Discounts and Claims Guide'*. Refer to the section *'Product Disclosure Statement overview - Important information - How we calculate your premium'* for how to access the Guide.

### **What happens when the amount of your claim is less than the amount of your excess**

We will not be responsible for a claim which is less than the applicable excess. If you have chosen to lodge a claim and the amount of that claim is less than the applicable excess, you may choose to have your claim withdrawn. However, if you decide not to withdraw your claim, we may withdraw it on your behalf to ensure there is no adverse impact on your claims history.

If you have paid an excess it will be refunded and there will be no impact on your policy.

## TYPES OF EXCESS

The following six types of excess are payable by you when they apply to your claim. The excess payable for any claim will be the total of all applicable excesses added together, depending on the circumstances of the claim.

### **Basic excess**

The basic excess is the first amount that applies to each claim you make on your policy and varies depending on the state or territory in which you normally reside at the time of a claim.

### **Age excess**

The age excess applies if the driver was **under 25 years old** at the time of an accident and is payable in addition to other excesses (except the licence excess) when we accept your claim.

### **Licence excess**

The licence excess is imposed in situations **where the age excess does not apply**, and will be applied where, at the time of an accident, the driver:

- has held an Australian driver's licence for less than two years; or
- is the holder of an overseas, probationary or provisional licence.

The licence excess is payable in addition to other excesses (except the age excess) when we accept your claim.

### **Special excess**

The special excess applies where your particular circumstances impact the risk covered by your policy and may be imposed, for example:

- where you have modified your vehicle, or added non-standard accessories to your vehicle which may increase the cost of repairs following a claim; or
- because of the driving, criminal or insurance history of you or any regular driver listed on your policy schedule.

The special excess is payable in addition to other excesses when we accept your claim.

### **Voluntary excess**

The voluntary excess is an optional excess that you may choose to reduce the amount of your premium and is payable in addition to all other excesses in the event of a claim. You can select from our range of excess options. The voluntary excess is payable in addition to other excesses when we accept your claim.

### **Undisclosed driver excess**

The undisclosed driver excess applies to any claim where, at the time of an accident, the driver of your vehicle was:

- **under 25 years of age;** and
- **was not nominated as a driver** on your policy schedule or renewal notice.

The undisclosed driver excess is payable in addition to other excesses (including the age excess) when we accept your claim.

## WHEN IS AN EXCESS PAYABLE?

If we determine that your claim is a **recoverable claim**, you will not have to pay any excess because:

- we determined the driver of your vehicle did not contribute to the cause of the accident; and
- you can provide us with the full names, current residential addresses, phone numbers, vehicle registration numbers and insurance details of all drivers involved.

If we determine that your claim is a **non-recoverable claim**, you will have to pay an excess because:

- we determined the driver of the vehicle contributed to the cause of the accident;

- we determined the accident or loss was not caused by the driver, but the person who caused the accident is unable to be identified;
- the accident or loss was not caused by a person; or
- you cannot provide us with the full names, current residential addresses, phone numbers, vehicle registration numbers and insurance details of all drivers involved.

If we initially determined your claim to be a **non-recoverable claim** and you paid an excess for this claim and we subsequently determine your claim to be a **recoverable claim**, we will reimburse the excess you paid.

You will not have to pay any **age excess, licence and undisclosed driver excess** if you are claiming for any of the following:

- theft or attempted theft;
- loss or damage caused by an animal or a weather event such as flood, hail or storm;
- fire;
- malicious damage;
- damage to your vehicle while it was parked; or
- glass cover claims (where glass breakage is the only damage sustained to your vehicle). However where you have chosen to purchase the optional 'Excess-free glass cover' benefit you will not be required to pay any type of excess that applies to your policy for the first glass cover claim. Refer to the section 'Optional Benefits with Comprehensive cover - Excess-free glass cover option' to find out more.

Furthermore, if your vehicle is being driven by or in the charge of a learner driver you will not have to pay the **undisclosed driver excess**, but any **age or licence excess** payable in the event of a claim will be that applicable to the licensed driver providing the instruction. Refer to the section 'Driving instruction cover' to find out more.

## HOW IS AN EXCESS APPLIED TO YOUR CLAIM?

When you make a claim, we may require you to pay the applicable excess(es) before we agree to make any payment or provide any benefits under the policy.

If you do need to pay an excess, we will advise you whether this amount is to be:

- paid by you to the repairer or supplier when you collect your vehicle after it has been repaired;
- paid by you to us when we request it; or
- deducted from the amount we pay you.

More than one excess may apply, depending on the circumstances of the claim and whether or not you select a voluntary excess. However not all claims attract an excess. Refer to the section 'When is an excess payable?' to find out more.

## HOW WE SETTLE YOUR CLAIM

### IF YOUR VEHICLE HAS BEEN DAMAGED

Call Lexus Insurance as soon as possible on 1300 658 067

When we agree to pay your claim for accidental damage to your vehicle (including fire and theft) and decide your vehicle can be repaired, we will choose to either:

- arrange for the repair of your vehicle; or
- pay you the fair and reasonable cost of repairing your vehicle.

### REPAIRING YOUR VEHICLE AND THE CHOICE OF REPAIRER

#### How we choose the repairer

Once we accept your claim and decide your vehicle can be repaired, we will look after everything for you. To provide you with further peace of mind, any authorised repairs performed will be covered by our Lifetime Repair Guarantee. Refer to the section 'If your vehicle has been damaged - The Lexus Insurance Lifetime Repair Guarantee' on the next page to find out more.

For your convenience we will choose the repairer, authorise the repairs and manage the entire quote and repair process for you. We may obtain two independent competitive quotations from repairers we have chosen (where available) and select the most complete and competitive quote. If you wish you can choose a repairer to provide one of the quotes.

If we consider your repairer's quote to not be competitive and/or complete, or we do not believe that the repairs to your vehicle would be completed to a satisfactory standard, we reserve the right to authorise repairs to be carried out by a repairer nominated by us.

Our Lifetime Repair Guarantee only applies to repairs authorised by us.

We will need to inspect your vehicle before repairs commence or when any further damage is found. If your vehicle can be driven, we will arrange a time for you to bring your vehicle to the repairer.

We will only pay for repairs we have authorised, except for emergency repairs up to \$800 necessary to allow you to continue using your vehicle safely following an accident.

#### Undamaged areas

If we accept your claim, we will only authorise repairs to those sections of your vehicle that are damaged following the accident resulting in that claim. You cannot claim to repair undamaged parts of your vehicle to create a uniform appearance. For example, if the accident causes damage to the left vehicle panel, then we will only pay to respray the left panel. We won't pay the cost to respray the rest of the vehicle.

## THE LEXUS INSURANCE LIFETIME REPAIR GUARANTEE

The quality of workmanship and materials on all repairs authorised by us will be guaranteed for the life of your vehicle, even if you no longer own it.

When we authorise repairs to your vehicle and:

- a. **your Lexus vehicle is within the first five years of its original registration or your Toyota vehicle is within the first five years of its original registration at the time of the accident** – we will always use new genuine parts sourced through the manufacturer's Australian distribution channel in the repair of your vehicle, except for the replacement of windscreens, sunroofs and window glass where Australian Design Rule compliant parts may be used.
- b. **your non-Lexus or non-Toyota vehicle is up to three years old from the date of original registration at the time of the accident** – we will use new genuine parts in the repair of your vehicle, except for the replacement of windscreens, sunroofs and window glass where Australian Design Rule compliant parts may be used.

In all other cases, your vehicle will be repaired using genuine parts or parts consistent with the age or condition of your vehicle, except for the replacement of windscreens, sunroofs and window glass where Australian Design Rule compliant parts may be used.

Where replacement parts are required for the repair of your vehicle and are no longer available, we will pay you what it would have cost to repair your vehicle with those parts had they been available.

If there is any concern about the quality of the repairs completed by a repairer we have authorised, please promptly contact us. We will arrange for unsatisfactory repairs to be inspected and for the necessary rectification to be carried out. You must not authorise rectification work without our authority (with the exception of emergency repairs carried out under the policy provisions).

### Contribution to repairs

Should the repairs being performed leave your vehicle in a better condition than it was prior to the incident resulting in a claim, we may ask you to contribute to the repair costs.

## IF YOUR VEHICLE IS A TOTAL LOSS

Once we accept your claim and determine your vehicle is a total loss, at our option we will:

- replace it with a new vehicle if you qualify for this benefit (refer to the section *'Additional Benefits - Replacement with new vehicle after a total loss'* to find out more);
- pay you the agreed value shown on your policy schedule; or
- pay the financier the amount owing under your finance agreement up to the agreed value and pay you any remaining portion of the agreed value.

We will retain your damaged vehicle, including any options and accessories and keep the proceeds of any salvage value. We will also retain any unexpired portion of the registration and Compulsory Third Party (CTP) insurance.

## CLAIM RECOVERY

If you make a recoverable claim on this policy, we reserve the right to take action to recover any money paid by us. When we do this, we may need to take such action in your name, and therefore you must cooperate with us and give us any information and assistance we may require through to the completion of the claim. We will meet all reasonable expenses associated with our action.

## GST AND INPUT TAX CREDITS

If you are registered for GST, you are required to tell us your entitlement to any Input Tax Credits (ITC) on the premium you pay to us. If you do not tell us your entitlement, or if the information you give us is incorrect, we will not be liable for any resulting fines, penalties or charges you incur. When we calculate the amount of any payment we make for a claim, we may reduce the amount by any ITC that you are, will be or would have been entitled to receive.

For example: Where you are entitled to an ITC on your premium and have a total loss accident, we agree to pay you the agreed value of your vehicle calculated at \$21,920. We will reduce this amount by the ITC, which is equal to 1/11th of \$21,920 (or \$1,993). Your payment is then equal to \$21,920 - \$1,993 (or \$19,927).

## IF YOUR VEHICLE HAS BEEN STOLEN

**Report the theft immediately to the police and to Lexus Insurance on 1300 658 067.**

- If your vehicle is found damaged within 14 days from when you reported the theft to us and it can be repaired, we will arrange the repair as set out under the section *'How we settle your claim - If your vehicle has been damaged'*.
- If your vehicle has not been found within 14 days, or is found damaged and cannot be repaired, we will declare it a total loss if we have accepted your claim. Refer to the section *'How we settle your claim - If your vehicle is a total loss'* to find out more.

## THIRD PARTY PROPERTY DAMAGE CLAIMS

**Call Lexus Insurance as soon as possible on 1300 658 067.**

When the use of your vehicle results in damage to someone else's property we will cover your legal liability to pay compensation for any loss or damage caused. The use of a boat, caravan or trailer attached to your vehicle is also covered. Refer to the sections *'The protection we provide - Cover for damage to other people's property'* and *'Additional Benefits - Trailer, boat and caravan cover'* to find out more.

For examples of how we pay a claim if your vehicle is a total loss see example 1(a) and 1(b) under the **'Claim payment examples'** section of this PDS.

## ADDITIONAL TERMS AND CONDITIONS

### OUR STANDARD CONDITIONS FOR RENTAL CARS

#### The following conditions apply to all rental car benefits in this policy.

The rental car must be arranged by us or preapproved by us and will only be made available after you have lodged your claim with us, and you have paid any applicable excess(es).

Provided your claim is ultimately accepted by us, when we arrange a rental car, it will be covered by this policy during the authorised hire period. If the rental car is damaged or stolen during the hire period you will need to lodge a new claim under this policy, and you must pay any excess(es) that apply.

When you arrange a rental car, you will need to provide us with a copy of the rental car and insurance agreement (as this policy does not cover a rental car arranged by you) and receipts for the rental charges being claimed in order to receive reimbursement. If the rental car is damaged or stolen during the hire period, you will be responsible for the balance of any excess amount over and above the applicable excess(es) payable under this policy.

The cost of fuel and any other costs associated with the rental car or any additional hire costs will be your responsibility. You must meet the rental conditions which apply, including driver age restrictions, daily kilometre allowances, vehicle return and pick-up locations and the deposit of any bonds.

#### The rental car must be returned within one business day of:

- our advising your vehicle has been repaired and is able to be driven;
- our advising your vehicle has been found undamaged and is able to be driven;
- the 30-day 'Rental car following theft' benefit expiry; or
- the date we settle your claim.

Should you fail to return the rental car within the applicable time period above, you will be liable for the daily rental car cost after this date.

#### We will not pay for:

- rental car costs incurred as a result of a delay by you in having your vehicle repaired;
- any costs incurred due to a delay by a repairer you choose in carrying out repairs; or
- any costs incurred in hiring the car if your claim with us is declined by us or withdrawn by you.

## PAYING FOR YOUR INSURANCE

You must pay your premium by the due date. You can pay your premium annually in one lump sum or by monthly direct debit instalments. The notices we issue at the commencement of your insurance, and at each renewal of your policy, show your chosen payment option.

Your policy schedule shows the amount you need to pay and the due date for your annual premium or monthly instalments.

For an explanation of how we determine your premium please refer to the 'Comprehensive Motor Vehicle Insurance Premium, Excess, Discounts and Claims Guide'. Refer to the section 'Product Disclosure Statement overview - Important information - How we calculate your premium' of this PDS for how to access the Guide. When you tell us about a change to your policy details (for example, adding a new regular driver) this may alter our risk and therefore affect the premium you need to pay. If the changes reduce your premium and a refund is payable, we will credit your credit card or bank account for the amount owing to you, less any applicable administration fee. If any changes increase your premium you will need to pay us any additional premium required within 14 days.

If you do not pay your premium in full, or any additional premium required, we may reduce your period of cover proportionate to the premium you have already paid.

#### Paying annually

If you do not pay your premium by the due date in your first year of insurance with us, we may refuse to pay a claim and will provide you with a written notice of cancellation as required by law.

If you do not pay your renewal premium by the due date, there will be no cover and we may refuse to pay a claim.

If we accept your late payment, we may recommence your cover from the date and time we receive your payment. If so, you will have no cover for the period from the due date until the date and time of payment.

#### Paying by monthly instalments

The premium we charge is higher when you pay in instalments than when you pay one lump sum annually. By choosing to pay your premium by monthly instalments this will automatically provide us with an authority to arrange monthly direct debits from your nominated account. We will act in accordance with any applicable governing laws and regulations and we expect you will meet your obligations regarding payment of your direct debit instalments. Your monthly instalment amount and date for each instalment will be set out on your policy schedule.

It is your responsibility to ensure that sufficient funds are in your nominated account to meet each instalment. If your payment details change you must tell us no later than 7 days before your next premium monthly instalment is due.

At renewal, we will continue to collect your premium by monthly instalment, unless you advise us otherwise.

## Unpaid monthly instalments

Your monthly instalment must be paid on or before the due date.

If our scheduled attempt to collect your monthly instalment is unsuccessful, we will advise you in writing.

If your payment is overdue, we can do one or more of the following:

- refuse to pay a claim for an incident that occurs after your paid to date if your payment is 14 days (or more) overdue;
- cancel your policy without notifying you if your payment is one month (or more) overdue.

Where your vehicle is subject to finance, we may advise your financier that the vehicle is no longer comprehensively insured with us.

## RENEWING YOUR POLICY

Before the expiry of your policy we will contact you at your last known address that we have on record or by electronic communication (where you have opted in to receive electronic communication), and:

- set out the terms on which we offer renewal of your policy (**renewal notice**); or
- advise that we are unable to offer you a further period of insurance.

When you receive a renewal notice from us it is important you check that the information set out in that renewal notice is correct and advise us immediately of any changes to your information or details. If the information you provide to us is not honest, correct and complete, we may reduce or deny any claim you make, cancel your policy or treat your policy as if it never existed.

### When we offer to renew your policy, we may require an additional premium:

- if you make a claim in the period between the point in time we calculated the renewal premium and the expiry of your policy; or
- if you tell us about changes to your policy details in that period and we tell you they will increase your renewal premium.

If the additional premium is not paid, we may reduce the period of cover to match the reduced amount you have already paid.

## CHANGES TO YOUR POLICY

You need to tell us immediately if, during the period of cover, any of the following occur:

- the drivers of your vehicle change;
- any change to the ownership of your vehicle;
- the address where your vehicle is regularly garaged/kept, changes;
- any of your contact details change, such as your mobile number, postal or email address;
- you replace your vehicle (refer to the section 'Change of vehicle cover' to find out more);
- your vehicle is fitted with any modification or non-standard accessory;
- any changes to the condition of your vehicle including any damage to your vehicle;

- the way you use your vehicle changes (for example, from private use to business use or vice versa);
- any finance on your vehicle changes;
- the drivers licence or permit for you or any intended drivers of your vehicle has been suspended, cancelled, restricted or endorsed;
- you or any drivers of your vehicle have been convicted of, or had any fines or penalties imposed for, any criminal activity; or
- any details listed on your policy schedule change or are no longer accurate.

## What we will do when you contact us

When you contact us and tell us about these changes we may decide to:

- alter the terms and conditions of your policy;
- charge you an additional premium; or
- apply a special condition to your policy.

In some cases, it could mean we can no longer insure you and we will cancel your policy or decide not to offer to renew your policy.

If you do not provide the information immediately, we may be entitled to reduce, or refuse to pay a claim under the policy and/or cancel the policy.

## CANCELLING YOUR POLICY

### 21-day Cooling Off period

You can cancel this policy within 21 days of its purchase date and you will receive a full refund, provided you have not lodged a claim. To cancel your policy please call Lexus Insurance on 1300 658 067, or email or write to us. Our contact details are provided at the end of this document.

### Cancellation after 21 days

#### By you

You may also cancel this policy at any time after 21 days of its commencement date by requesting us to do so. We will refund the balance of the premium paid in respect of any unexpired period of cover, less a processing charge to cover our reasonable administrative and transaction costs. If we have paid a total loss claim or replaced your vehicle under the current period of cover of this policy, you will not be entitled to any refund.

#### By us

We can only cancel your policy by giving you written notice in accordance with legislative requirements. If we do this, we will refund the balance of premium in respect of any unexpired period of cover, less a processing charge to cover our reasonable administrative and transaction costs. If we have paid a total loss claim under this policy you will not be entitled to any refund.

For example, if a policy with an annual premium of \$540 was cancelled with 146 days remaining and the processing charge amount was equal to \$40 inclusive of GST, the refund applicable would be equal to:  $\$540 \times (146/365) - \$40 = \$176$ .

## CHANGE OF VEHICLE COVER

If you purchase another vehicle, we will provide separate temporary cover for both the existing vehicle described on your policy schedule and the replacement vehicle, while you are the legal owner of both vehicles, for up to 14 days from the date of the purchase of the replacement vehicle provided:

- you give us full details of the replacement vehicle within 14 days of buying it;
- we agree in writing to cover your replacement vehicle and you accept any modified terms and conditions; and
- you pay any extra premium we may request.

We will cover your replacement vehicle on the same terms as your existing vehicle for up to 14 days from the date of purchase, and the agreed value will be the lesser of the purchase price of the replacement vehicle or \$150,000.

Cover ceases on the existing vehicle 14 days from the date of purchase of the replacement vehicle. Please contact us on 1300 658 067 if you require cover on your existing vehicle beyond the 14-day temporary cover period. As confirmation of cover on your replacement vehicle, we will send you a new policy schedule.

## ELECTRONIC COMMUNICATION

When you opt in to receive electronic communication this policy is made available to you on the basis that you agree to receive all relevant documentation and any related disclosures, communications and notices, including renewal, endorsement and cancellation notices by electronic communication. Each electronic communication will be deemed to be received by you 24 hours after it leaves our information system. If your email address or mobile telephone number changes, please call us immediately on 1300 658 067 or email us at [insurance@lexus.com.au](mailto:insurance@lexus.com.au) so you can continue to receive such documentation. If you do not notify us of changes to this information, we will not be liable to you in any way whatsoever if you fail to receive any electronic communication from us.

## WHEN YOUR POLICY ENDS

This policy will end at the earliest of the following:

- the expiry of the period of cover shown on your policy schedule;
- the effective date of your policy being cancelled (for example, where any monthly instalment has remained unpaid for one month or where you have been fraudulent in your disclosures and we have subsequently found out and cancelled your policy); or
- where you make a non-recoverable total loss claim and we pay out your policy.

## OUR SERVICE COMMITMENT TO YOU

### GENERAL INSURANCE CODE OF PRACTICE

Lexus Insurance proudly supports, and complies with the General Insurance Code of Practice (**'Code'**). The Code has been developed to exceed the standards set out in regulation and to reflect changing community expectations and attitudes towards insurance.

It has been designed to create:

- an informed relationship between insurers and customers;
- public confidence in the general insurance industry;
- rapid resolution of complaints and disputes; and
- even higher standards of customer service.

A copy of the Code can be obtained from the Insurance Council of Australia (ICA) or by visiting [codeofpractice.com.au](http://codeofpractice.com.au)

### HOW TO TELL US WHEN YOU ARE NOT SATISFIED, FOR ANY REASON

We're committed to providing you with the highest standard of service. However, occasionally there may be some aspect of our service, the cover provided under your policy or a decision we have made that you wish to query or draw to our attention.

If you are unhappy with the outcome of any dealings with us, we will do our best to work with you to resolve it using the following process:

#### Step 1. Talk to us first

In the first instance we encourage you to discuss the matter with the staff member who provided your initial service by calling 1300 658 067. Most times they will be able to resolve the matter to your satisfaction. If the staff member is unable to resolve your concern, they will refer you to their manager or senior staff member (who can also be contacted on the above number). If you are not satisfied with their response, you can proceed to Step 2. Request a review.

#### Step 2. Request a review

If your concern remains unresolved by the manager or senior staff member, they will refer the matter to our Internal Dispute Resolution Department (IDR). Our IDR has the full authority to act independently in dealing with your dispute and will ensure your concern is referred to the appropriate person and receives prompt attention.

The designated IDR specialist will respond to you within five business days of you notifying us of your concern. You will be contacted with our final decision within 15 business days.

If you remain unsatisfied with the decision from our IDR specialist, you can proceed to Step 3. Seek an external review of your dispute.



### Step 3. Seek an external review of your dispute

If you have followed Steps 1 and 2 above and you are not satisfied with our response or we have taken more than 15 days to respond, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA).

AFCA is an independent, external dispute resolution scheme and there is no charge for this service.

### HOW TO CONTACT AFCA

AFCA can be contacted by:

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

### Are any decisions binding on you?

We will stand by any decision made as part of our complaints process in an attempt to satisfy your concern.

However, you do not have to accept any decision made by us or the AFCA and alternatively may wish to seek your own advice on this matter elsewhere.

#### **Financial Claims Scheme**

This policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS). The FCS is administered by the Australian Prudential Regulation Authority (APRA). We are authorised by APRA.

In the unlikely event of an insurer authorised by APRA, such as us, becoming insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies, as a policyholder, you may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria.

Information about the scheme can be obtained from the FCS website at fcs.gov.au

## CLAIM PAYMENT EXAMPLES

The following are examples of how we pay a claim under this policy and are not terms or conditions of the policy wording. They are examples only and individual claim settlement will depend upon the facts and circumstances of each case.

Please note that the excess amounts provided are for illustration purposes only and your applicable excesses are stated on your policy schedule. Terms and conditions apply in regard to individual claims payments. Please read this Policy and Product Disclosure Statement (PDS) for full details of what we cover, as well as what policy limits and exclusions apply.

You can find further details on excesses, including amounts applicable by state in our 'Comprehensive Motor Vehicle Insurance Premium, Excess, Discounts and Claims Guide'. Refer to the section 'Product Disclosure Statement overview - important information - How we calculate your premium' for how to access the Guide.

## COMPREHENSIVE COVER CLAIM SETTLEMENTS

### 1(a) Total loss claim following accidental damage

**A total loss non-recoverable claim where the other driver is making a demand against you (including a claim for towing).**

You have a Comprehensive Insurance policy for your vehicle, which is a Lexus. You have an agreed value of \$85,000. The basic excess shown on your policy schedule is \$850.

Your vehicle is damaged in an accident when being driven by your 21 year old son who holds a full Australian driver's licence and is noted as an additional driver on your policy.

At the time of the accident your vehicle was within the first two years of its original registration and you use it for private use only. The trailer attached to the vehicle is also damaged. Your vehicle is towed from the scene of the accident.

We decide that both your vehicle and your trailer are a total loss and we agree to replace your vehicle with a new vehicle of the same make, model and series.

The owner of the other vehicle claims that your son was responsible for the accident and brings a court claim against your son. The damage to the other vehicle and the legal costs of the other driver are assessed by a court at \$15,500. The legal costs to defend your son's legal liability in court are \$5,000.

We replace your vehicle with a new Lexus of the same make, model and series (provided such a vehicle is available in Australia), and pay for the on-road costs, including the cost of the first year's registration and CTP Insurance, if applicable.

WE WILL ALSO PAY	AMOUNT
Market value of your trailer (we will pay this to you)	<b>\$800</b>
<b>PLUS</b>	
Towing costs (we will pay the towing company)	<b>\$400</b>
<b>PLUS</b>	
Damage to the other vehicle, plus their legal costs (we will pay this to the owner of the other vehicle)	<b>\$15,500</b>
<b>PLUS</b>	
Your legal costs (we will pay this to our lawyers)	<b>\$5,000</b>

YOU MUST PAY US	AMOUNT
<b>Your excess (\$1,650 – made up as follows)</b>	
Your basic excess (as shown on your policy schedule)	<b>\$850</b>
<b>PLUS</b>	
Age excess (as shown on your policy schedule)	<b>\$800</b>
<b>TOTAL EXCESS</b>	<b>\$1,650</b>

In Example 1(a) our payment is based on the following policy provisions – refer to the relevant section of this PDS for details:

- Cover for damage to other people's property (refer to the section 'The protection we provide – Cover for damage to other people's property')
- Replacement with new vehicle after a total loss (refer to the section 'Additional Benefits – Replacement with new vehicle after a total loss')
- Trailer, boat and caravan cover (refer to the section 'Additional Benefits – Trailer, boat and caravan cover')
- Legal costs (refer to the section 'Additional Benefits – Legal costs')
- Towing and storage (refer to the section 'Additional Benefits – Towing and storage')
- Excess (refer to the section 'What you must pay in the event of a claim – Excess')
- You do not have an ITC entitlement on the item being claimed (refer to the section 'How we settle your claim – GST and Input Tax Credits')

## 1(b) Total loss claim following theft

### **A total loss non-recoverable claim following theft (including claims for personal items and rental car following theft).**

You have agreed value Comprehensive Insurance cover for your vehicle of \$55,000. The basic excess shown on your policy schedule is \$850.

Your vehicle is stolen and found seven days later in a damaged state. You had a digital camera worth \$300 which was stolen with your vehicle.

We decide that your vehicle is a total loss and agree to pay you \$300 for the loss of the personal item. Your claim is settled on the day your vehicle is found, so you have the rental car benefit for seven days. This is a non-recoverable claim as we were unable to identify the offender, so you will need to pay us the basic excess.

WE WILL PAY	AMOUNT
Agreed value of your vehicle (we will pay this to you)	<b>\$55,000</b>
<b>PLUS</b>	
Rental car costs (we will pay this to you or the rental car company)	<b>\$700</b> (\$100 a day for seven days)
<b>PLUS</b>	
Personal items (we will pay this to you)	<b>\$300</b>
<b>LESS</b>	
Your basic excess (as shown on your policy schedule)	<b>\$850</b>
<b>TOTAL PAYMENT TO YOU</b>	<b>\$55,150</b>

In Example 1(b) our payment is based on the following policy provisions – refer to the relevant section of this PDS for details:

- Cover for accidental loss or damage to your vehicle (refer to the section 'The protection we provide – Cover for accidental loss or damage to your vehicle') and Total loss settlement (refer to the section 'How we settle your claim – If your vehicle is a total loss')
- Rental car (refer to the section 'Additional Benefits – Rental car following theft')
- Personal items (refer to the section 'Additional Benefits – Personal items')
- Excess (refer to the section 'What you must pay in the event of a claim – Excess')
- You do not have an ITC entitlement on the item being claimed (refer to the section 'How we settle your claim – GST and Input Tax Credits')

## 1(c) Accidental damage claim where the vehicle can be repaired

### **A recoverable claim for accidental damage to your vehicle that can be repaired (including a claim for rental car following an accident).**

You have a Comprehensive Insurance policy for your vehicle. The basic excess shown on your policy schedule is \$850.

Your vehicle is damaged in an accident with another vehicle and is towed to the repairer. This is a recoverable claim so there is no requirement to pay any excess. We decide to repair the vehicle. You need a rental car for seven days while your vehicle is being repaired.

WE WILL PAY	AMOUNT
Cost to repair your vehicle (we will pay this to the repairer)	<b>\$4,800</b>
<b>PLUS</b>	
Rental car costs (we will pay this to you or the rental car company)	<b>\$700</b> (\$100 a day for seven days)
<b>PLUS</b>	
Towing costs (we will pay the towing company)	<b>\$600</b>
<b>LESS</b>	
Excess payable	<b>\$0</b>

In Example 1(c) our payment is based on the following policy provisions – refer to the relevant section of this PDS for details:

1. Cover for accidental loss or damage to your vehicle (refer to the section 'The protection we provide - Cover for accidental loss or damage to your vehicle') and Repairing your vehicle (refer to the section 'How we settle your claim - If your vehicle has been damaged')
2. Rental car (refer to the section 'Additional Benefits - Rental car following accidental damage')
3. Towing and storage (refer to the section 'Additional Benefits - Towing and storage')
4. Excess (refer to the section 'What you must pay in the event of a claim - Excess')
5. You do not have an ITC entitlement on the item being claimed (refer to the section 'How we settle your claim - GST and Input Tax Credits')

## CONTACT DETAILS

For information regarding your policy or to make a claim:

Phone: 1300 658 067  
Mail: Lexus Insurance  
PO Box 7212  
Melbourne VIC 3004  
Email: insurance@lexus.com.au  
Web: lexusinsurance.com.au

To enquire about additional insurance needs call us on 1300 888 840.



 **LEXUS** INSURANCE

[insurance@lexus.com.au](mailto:insurance@lexus.com.au)

[lexusinsurance.com.au](http://lexusinsurance.com.au)