

Comprehensive Car Insurance

Product Disclosure Statement & Policy





Welcome to your Comprehensive Car Insurance

This booklet contains a Product Disclosure Statement (PDS), which provides important information to help you make an informed decision about your insurance. It also contains your policy, which details the cover we provide and any exclusions or limitations. Please read this booklet carefully and keep it in a safe place with your policy schedule.

If you need assistance at any time, please call us on
1300 988 988.

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Your benefits at a glance

Life is full of surprises.
No matter how big or small
Guild Insurance is here
when you need us.

The unthinkable happens – we'll get you back on the road.

No one likes to think of their car being stolen or damaged; but sometimes the worst can happen. This is when we'll look after you by providing cover for:

- new car replacement for cars up to 2yrs old
- your choice of repairer, and
- towing costs and a taxi home.

Unexpected events – we'll be here no matter what time of day.

It's the middle of the night and you're miles away from home – what happens if you have an accident? Or, even worse, your car is stolen. Where do you stay? How do you get home?

That's why we provide cover for:

- emergency travel and accommodation, and
- towing costs.

Life's little inconveniences – just as important to us.

You return to your car and realise your keys are damaged or worse have been stolen; maybe a crack has appeared in the window? It's not an uncommon scenario, that's why we include cover for:

- 1 free glass replacement, and
- replacement locks & keys.

When you
need to make
a claim

When things go wrong and
you need to make a claim
remember we're here to help.

Contact us on 1300 988 988
24 hours, 7 days – we'll be
here when you need us.

Assist us with your call

You can help us by having the following information available when you call.

- Your policy number.
- Details of the event giving rise to the claim (where, when, how).
- An estimate of the loss or damage.

This also applies to notification of any claim made against you. You should promptly forward any demand, writ, summons or proceedings which you receive relating to any prosecution, inquest or hearing and all other information relevant to those matters where any liability under this policy may arise.

At the scene of the accident

If possible, get the full name, address and phone number of the person or persons involved in the accident, including any independent witnesses, as well as the vehicle registration numbers and insurance details.

Report to police

Immediately advise the police of any malicious damage or act, theft, attempted theft or loss.

You will need to give us the name of the police officer, station reported to and date reported, and a copy of the police report.

Prevent further loss

Do everything you can to prevent any further loss or damage from occurring.

Assist us with your claim

You will need to give us any information relevant to your claim that we may need in order to handle, assess or investigate your claim and to allow a settlement of your loss.

You may need to provide us with your permission to tow your vehicle to a place nominated by us, such as a repairer or storage facility.

You will need to make your vehicle available for inspection by us or our representative and if we require, deliver your vehicle to us.

If you make a claim and we wish to recover the amount we have paid from another person then, subject to the Insurance Contracts Act, we can do so. You and any person entitled to cover under this policy must give us any information and help that we may reasonably require.

Pay your excess

Please refer to the section 'Excess' on pages 14–15 and 33–35 for details about your excesses.

Co-operate with us

When requested, you must provide us with all proof, information, co-operation and assistance in relation to a claim, including giving evidence in court, as we may reasonably require.

What you MUST NOT DO when making a claim**Admission of liability**

You must not admit guilt or liability to anyone.

You must not offer, agree or promise to settle any claim without our prior consent.

Authorisation of repairs

Apart from emergency repairs up to \$500, following a loss you should not carry out or authorise any repairs or arrange replacement of any property without our prior consent.

Disposal of damaged goods

Do not dispose of any damaged property without our prior consent. We may need such property for inspection and assessment of repair costs by our representative or us.



Product Disclosure Statement

This PDS provides important information about the policy together with a summary of its key features, benefits, risks and costs. For full details of the cover provided please read the policy which starts on page 18.

Significant features and benefits

Here is a summary of the significant benefits provided. For the full details you must read the entire policy which starts on page 18.

COMPREHENSIVE CAR INSURANCE PROVIDES COVER FOR THE FOLLOWING:

Loss or damage to your vehicle up to the value of your vehicle (market value at the time of loss, or agreed value whichever is shown on your policy schedule).

Legal liability for damage to someone else's property caused by or in connection with your vehicle and for which you are legally liable, up to \$20 million.

New vehicle replacement if your vehicle was purchased new and is:

- less than 2 years old and stolen, or
- less than 2 years old and a total loss following an accident.

Accessories fitted to your vehicle are covered to \$5,000 or 10% of the market value of your vehicle, whichever is less.

Cover for your trailer up to \$2,500 for loss or damage while attached to your vehicle.

Towing costs for your vehicle following damage covered by this policy.

Emergency travel expenses of up to \$750 to get you home or to your original destination following loss or damage to your vehicle.

Hire car costs of a similar vehicle for up to 14 days are included if your vehicle is stolen. Cover for hire car costs after an accident is available as an optional additional benefit for an extra premium.

Personal effects that are stolen from or damaged in your vehicle, up to \$1,000.

Lost or stolen keys – we will pay up to \$1,000 toward the cost of replacing your vehicle's keys if they are lost or stolen or recoding the locks.

Window glass replacement cost is covered once in the period of insurance with no loss of no-claim bonus or excess payable where this is the only damage to your vehicle.

Accidental death cover of \$5,000 if you die as a result of an injury caused by an accident covered by this policy.

Note that:

- Your vehicle is only covered while in private use unless we agree to cover the use of your vehicle in connection with your occupation or business.
- An excess may be payable for a claim under the policy. For more information see pages 14–15 and 33–35.

What you must tell us

When answering our questions you will need to answer for yourself and anyone else who may receive a benefit under this insurance cover. It is important that you answer our questions truthfully and accurately, as they may affect our decision to insure you or pay a claim.

If more than one person is insured under this policy, a failure or wrongful action by one of those persons may adversely affect the rights of the other person(s) insured under this policy.

Your duty of disclosure

You have a legal duty of disclosure when you enter into a contract of insurance with us. This means that you must:

- tell us everything that you know, or could reasonably be expected to know, that is relevant to a prudent insurer's decision to accept your application for insurance and, if we do so, at what cost and on what terms, and
- provide us with true, accurate and complete information.

Your duty of disclosure continues from the time we:

- receive your application until we accept your application
- receive a request from you to extend, vary or reinstate your policy until it is extended, varied or reinstated, or
- invite you to renew your policy until your policy is renewed.

Everyone who is covered by your policy is subject to this duty of disclosure.

You do not have to tell us about matters:

- that reduce the risk
- that are common knowledge
- that we know of, or in the ordinary course of our business as an insurer, should know, or
- if we have waived the right to know about it.

Non-disclosure – breaching your duty of disclosure

If you fail to comply with your duty of disclosure, we may reduce the amount payable as a result of a claim and/or we may cancel this policy.

If your non-disclosure is fraudulent, we may avoid this policy. This means that we will treat this insurance contract as though it had never existed.

Exclusions applicable to your policy

Your policy may not provide you with cover in certain circumstances. Information about things that are not covered is included in each section of your policy under the headings 'We do not cover:' and 'We will not pay for:' Further information about exclusions that apply to all sections of your policy is contained on pages 27–28.

Sum insured

The sum insured shown on your policy schedule includes taxes and charges and is the maximum amount we are obliged to pay in settlement of any claim unless otherwise stated in your policy.

Premiums

The amount we charge you for this insurance when you first insure with us and when you renew is called the premium. We calculate your premium after taking a variety of factors into account. Some factors can affect the amount of your premium. The higher your risk profile, the higher your premium. Using our experience, we decide what factors will increase your risk profile and how they impact on the premium.

The following table is a guide on how these factors combine together and may influence our assessment of the risk and therefore, your premium.

FACTOR	MAY REDUCE PREMIUM	MAY INCREASE PREMIUM
The postcode where your vehicle is kept	Lower risk postcode	Higher risk postcode
The make and model of your vehicle	Lower risk vehicle	Higher risk vehicle
The value of your vehicle	Lower value	Higher value
The way you insure your vehicle	N/A	Agreed value
Your driver rating	Lower rating	Higher rating
Age and gender of the driver(s)	Lower risk age group	Higher risk age group
Security devices fitted to your vehicle	Approved security devices that reduce the risk of theft	N/A
The amount of your optional excess	An optional excess higher than the standard excess	N/A
Options selected	N/A	Hire car option

Your premium also takes into account our obligation to pay any relevant compulsory government charges, taxes or levies (eg stamp duty, GST and fire services levy) in relation to your policy. These amounts will be shown separately on your policy schedule as part of the total premium payable.

Your driver rating and no-claim bonus

The premium you pay will be reduced automatically by any entitlement you may have to a no-claim bonus. This is determined by your current driver rating, which will be shown on your policy schedule.

You will be on the maximum no-claim bonus after six continuous claim-free years, provided you have not had an at-fault claim.

Discounts

We offer special promotional discounts to some customer groups from time to time. Any discounts you are entitled to are included in the premium we charge you.

Details of special promotional discounts that may be offered from time to time, and your eligibility for any discount, are available in our 'Guide to Premiums, Discounts and Excesses'. You may obtain a copy of this guide by:

- visiting our website guildinsurance.com.au
- calling us on **1300 988 988**

Excess

When you make a claim under your policy, you may be required to pay an excess in respect of your claim.

We will tell you when an excess is payable. You may need to pay more than one excess when you make a claim.

Excesses that may apply to your policy and the amounts will be shown on your policy schedule. The types of excess that may apply are:

- **Standard excess.**

This is the minimum amount that you may be required to contribute towards your claim.

- **Optional excess.**

You can also choose to pay a lower premium by selecting a higher optional excess. The higher the optional excess you choose, the lower your premium. The optional excess you choose is in addition to the standard excess.

- **Age excess.**

An additional excess will apply to drivers who are under the age of 21 or between the ages of 21 and 24. The age excess is in addition to your standard excess plus any optional excess you have chosen, or any imposed excess that we have applied.

- **Inexperienced driver excess.**

An additional excess will apply to drivers who are over 24 years of age but have not held their Australian licence for two consecutive years or more. The inexperienced driver excess is in addition to your standard excess plus any optional excess you have chosen, or any imposed excess that we have applied.

- **Imposed excess.**

If we consider that your insurance history, driving record, vehicle type or for other factors requires it, we may apply an imposed excess to your policy that replaces the standard and optional excesses

Premium payments by instalments

When you pay your premium by instalments:

- if a premium is overdue for a period exceeding 14 days we may refuse to pay any claim arising from an event that happens after the due date of the instalment
- if a premium is overdue for a period exceeding one calendar month we may cancel your policy, and
- if we agree to pay your claim, we will deduct any outstanding premium from the claim payment.

Cooling off period

You have 21 days from the day we issue your policy schedule to ensure the cover meets your needs and you are completely satisfied. If for any reason you are not, please contact us by calling **1300 988 988**.

We may agree in writing to alter the cover and issue a new policy schedule. Alternatively, you may cancel your policy within the 21 day period and receive a full refund of your premium provided no event has occurred for which a claim is payable under your policy.

Cancelling this policy

You may cancel this policy at any time by giving us written notice.

We may cancel this policy in accordance with the Insurance Contracts Act.

We will retain from the premium you have paid to us an amount that represents the period you were insured by us and refund the balance. This amount will be calculated from the date of cancellation. If you pay your premium by instalments, you must pay us any unpaid instalments that are due.

Other important information

Driver particulars

You must give us prompt notice of any:

- addition to or change in regular drivers of your vehicle
- accidents in which you or any regular driver of your vehicle are involved, and
- driving offences of which you or any regular driver of your vehicle are convicted.

Other persons bound by this policy

Any person entitled to cover under this policy is bound by its terms and conditions.

Notification of change

You must notify us as soon as possible if any change is made to your vehicle which might affect the nature of the risk covered by this policy.

Breach of policy

If you fail to comply with this policy and your breach or failure prejudices our interests, subject to the Insurance Contracts Act, we may refuse to pay any claim under this policy either in whole or in part. We may also choose to cancel your policy, or do both.

Legal representation

We may represent or defend you or any person entitled to cover under this policy in respect of legal liability as we see fit at any inquest or inquiry, or in any action or proceedings.

Inspection

We may have free access to examine your vehicle at all reasonable times.

Fraudulent claims

If any claim made under this policy is made fraudulently, subject to the Insurance Contracts Act, we may refuse payment of the claim, or cancel your policy, or do both.

Hazardous goods

If you are carrying or using hazardous goods or substances with your vehicle, you must comply with all applicable laws and regulations.

How to make a claim

For information on how to make a claim under your policy, see 'When you need to make a claim' on pages 6–8.

What to do if you have a complaint

For information about how we deal with your complaints, see 'Complaints and disputes' on pages 36–37.

Your privacy

We respect your rights to privacy and are committed to complying with all applicable privacy laws. These laws include the Privacy Act 1988, which incorporates the National Privacy Principles for the fair handling of personal information, as administered by the Office of the Federal Privacy Commissioner. You may access information we hold about you by writing to us, contacting your Guild representative or by contacting us on **1300 988 988** during office hours.

By entering into insurance cover with us you agree to the collection, use and disclosure of your personal and sensitive information:

- For the primary purpose of evaluating, effecting, managing and administering this or any other insurance cover or financial service or product provided to you previously, currently or in the future by Guild Insurance Limited (GIL), any related company, or in conjunction with GIL.
- From or to our service providers (including but not limited to claims consultants and reinsurers).
- If we are required or permitted to do so by law.
- About your health or your criminal convictions (with the exception of your spent criminal convictions) where appropriate and only for the above stated primary purpose.
- For the secondary purpose of informing you of other products and services offered by us and our related corporations. You may, however, at any time withdraw your consent to the use of information about you for the secondary purposes by calling us on **1300 988 988** during office hours.

If you do not provide the requested personal information, we may not be able to evaluate, effect, manage or administer your cover and you may breach your duty of disclosure.

The General Insurance Code of Practice

We are a signatory to, and fully support, the General Insurance Code of Practice. The aim of the Code is to further raise the standards of practice and service in the insurance industry. Please contact us if you would like further information about the Code of Practice.

A photograph of a middle-aged man and woman sitting in the front seats of a car. The man is in the driver's seat, wearing a light blue button-down shirt, and is smiling broadly at the camera. The woman is in the passenger seat, wearing a white top, and is also smiling. The car's interior, including the headrests and windows, is visible. A blue semi-transparent banner is overlaid on the bottom half of the image, containing text.

Your Comprehensive Car Insurance Policy

Welcome to your Comprehensive Car Insurance policy. The next few pages outline what we will cover, what we won't cover and the benefits we'll pay you in the event of a claim.

Our agreement with you

The agreement between you and us consists of:

- your application
- this PDS and Policy booklet
- your policy schedule, and
- any subsequent endorsement.

When we have accepted your application and you have paid or agreed to pay the premium for the insurance cover you have chosen, including any relevant government charges, taxes or levies, we issue a policy schedule to you.

We agree to insure you subject to the terms, conditions, limitations and exclusions set out in this policy for the period of insurance shown on your policy schedule.

Cover for your car

This policy is for comprehensive insurance. Your policy schedule will show whether you are insured for 'market value' or 'agreed value'.



COMPREHENSIVE INSURANCE – WE DO COVER:

If your vehicle suffers loss, damage or theft anywhere in Australia, we will choose to do one of the following:

- Repair your vehicle.
- Replace your vehicle.
- Pay you the cost of repair or replacement.

We will only replace your vehicle if we agree that your vehicle is a total loss.

Please refer to the section 'Words with special meanings' on pages 29–31 for details of what 'vehicle' means.

We will also cover your legal liability for damage to other people's property and for the death or injury of another person. Refer to page 26 for details of cover.



COMPREHENSIVE INSURANCE – WE DO NOT COVER:

Loss or damage to optional, non-standard accessories and items of equipment installed or fitted to your vehicle by you or any previous owner in excess of \$5,000 or 10% of the market value of your vehicle, whichever is less.




If you have insured your vehicle for market value, we will not pay more than the current market value of your vehicle at the time of the loss, damage or theft.

If you have insured your vehicle for agreed value, we will not pay more than the value agreed by us, as shown on your policy schedule.

Loss or damage detailed in the section 'General exclusions' on pages 27–28.




Additional benefits to your car insurance




The following additional benefits are automatically included with your comprehensive insurance cover.

 CAR INSURANCE – WE WILL ALSO PAY FOR:	 CAR INSURANCE – WE WILL NOT PAY FOR:	 MAXIMUM BENEFIT:
<p>New vehicle replacement</p> <p>If you purchased your vehicle new and your vehicle is less than 2 years old from the original date of registration and:</p> <ul style="list-style-type: none"> • it is stolen and not recovered within 30 days • it is stolen and recovered and we agree that your vehicle is a total loss, or • we agree it is a total loss as a result of an accident, <p>we will replace your vehicle with a new vehicle of the same make and model (subject to local availability) including similar accessories, tools and spare parts as shown on your policy schedule.</p> <p>If the make or model of your vehicle has been superseded, we will provide you with a vehicle we consider to be the nearest equivalent to your vehicle of the same or a similar make or model currently available.</p>	<p>Vehicles that have travelled more than 60,000 kilometres in the first 2 years from the date of original registration.</p> <p>Vehicles more than 2 years old from the date of original registration.</p>	<p>Replacement cost</p>

Cover for your car




Additional benefits to your car insurance

 CAR INSURANCE – WE WILL ALSO PAY FOR:	 CAR INSURANCE – WE WILL NOT PAY FOR:	 MAXIMUM BENEFIT:
<p>New vehicle replacement (continued)</p> <p>We will also pay the stamp duty, registration, CTP and delivery charges applicable.</p> <p>If you choose to and we agree, you may replace your vehicle with a hybrid vehicle, up to the same value of your original vehicle.</p> <p>If you choose not to replace your vehicle under this benefit, we will pay you the current market value of your vehicle at the time of loss, or the agreed value shown on your policy schedule.</p>		
<p>Your trailer</p> <p>We will cover you for loss or damage to your trailer that is attached to your vehicle at the time of loss or damage.</p>	<p>Loss or damage to a caravan.</p> <p>The contents of any trailer or caravan.</p>	<p>\$2,500</p>
<p>Emergency repairs</p> <p>If your vehicle can be driven following loss or damage covered by this policy, but needs minor repairs to make it roadworthy, we will pay costs necessarily incurred to allow you to continue your journey.</p>		<p>\$500</p>




 CAR INSURANCE – WE WILL ALSO PAY FOR:	 CAR INSURANCE – WE WILL NOT PAY FOR:	 MAXIMUM BENEFIT:
<p>Towing costs</p> <p>If your vehicle cannot be driven following loss or damage covered by this policy, we will pay the reasonable costs incurred with our consent to tow your vehicle to the nearest place of safety, nearest repairer or a repairer of our choice. We also cover the cost of returning your vehicle to you after it has been repaired.</p>		<p>Reasonable costs.</p>
<p>Emergency travel expenses</p> <p>If your vehicle cannot be driven after damage or loss covered by this policy and you are:</p> <ul style="list-style-type: none"> • 150 kilometres or less from your address, we will pay the reasonable costs to transport you and your passengers to your address or original destination, or • more than 150 kilometres from your address, we will pay the reasonable costs to transport you and your passengers to your address or original destination and, if we agree, the reasonable additional costs incurred for overnight accommodation. 		<p>\$500</p> <p>\$750</p>

Cover for your car

Additional benefits to your car insurance

 CAR INSURANCE – WE WILL ALSO PAY FOR:	 CAR INSURANCE – WE WILL NOT PAY FOR:	 MAXIMUM BENEFIT:
<p>Hire car following theft</p> <p>If your vehicle is stolen, we will pay for a hire car similar to your vehicle for up to 14 days, or until your vehicle is recovered and returned to you in a roadworthy condition, whichever is the earliest.</p>	<p>Any deposit you are required to pay for the hire car.</p> <p>Any running costs of the hire car.</p> <p>Any charge to reduce or waive the standard excess applicable to insurance for the hire car.</p>	<p>14 days and \$75 per day.</p>
<p>Change of vehicle</p> <p>If you replace your vehicle, we will automatically cover the replacement vehicle.</p>	<p>Loss or damage to either vehicle occurring more than 14 days from the date of replacement unless you have contacted us and we have agreed to extend your cover.</p>	<p>14 days from the date of replacement.</p>
<p>Personal effects</p> <p>We will pay the costs of replacing your personal effects that are stolen from your locked vehicle or damaged as a result of an accident covered by this policy.</p>	<p>Personal effects covered under your home and/or contents insurance policy.</p>	<p>\$1,000</p>
<p>Lost or stolen keys</p> <p>If your vehicle's keys are lost or stolen, we will pay to replace them or to recode the locks.</p>		<p>\$1,000</p>

Additional benefits to your car insurance

 CAR INSURANCE – WE WILL ALSO PAY FOR:	 CAR INSURANCE – WE WILL NOT PAY FOR:	 MAXIMUM BENEFIT:
<p>Window glass replacement</p> <p>If your windscreen or a window is broken we will pay to repair or replace it once in the period of insurance with no excess applicable and no loss of no-claim bonus entitlement where this is the only damage to your vehicle.</p>	<p>Chips or scratches.</p>	<p>Replacement cost</p>
<p>Accidental death</p> <p>We will pay your estate if you die as a result of an injury caused by an accident covered by this policy while driving your vehicle.</p>	<p>Death that occurs more than 12 months from the date of the accident.</p> <p>Suicide or attempted suicide.</p>	<p>\$5,000</p>

Optional additional benefits

The following optional additional benefit is available for an extra premium. If you have chosen this additional benefit it will be shown on your policy schedule.

 CAR INSURANCE – WE COVER:	 CAR INSURANCE – WE DO NOT COVER:	 MAXIMUM BENEFIT:
<p>Hire car following accident</p> <p>Following loss or damage covered by this policy we will pay for a hire car similar to your vehicle for up to 14 days, or until your vehicle is repaired or we settle your claim if we agree your vehicle is a total loss, whichever is the earliest.</p>	<p>Any deposit you are required to pay for the hire car.</p> <p>Any running costs of the hire car.</p> <p>Any charge to reduce or waive the standard excess applicable to insurance for the hire car.</p> <p>Any costs relating to the hire car after repairs to your vehicle have been completed.</p>	<p>14 days and \$75 per day</p>

Legal liability cover

Legal liability cover is automatically included when you take comprehensive insurance cover.



LEGAL LIABILITY – WE DO COVER:

We will cover you for your legal liability if your vehicle or substitute vehicle is involved in an accident during the period of insurance that causes:

- death or bodily injury to other people not otherwise excluded, or
- damage to someone else's property.

We will only pay this if you or any person who has your permission to use your vehicle are legally liable.

Your legal liability extends to cover:

- goods falling accidentally from your vehicle or substitute vehicle
- goods falling accidentally from a trailer or caravan attached to your vehicle or substitute vehicle, and
- the process of loading or unloading your vehicle, substitute vehicle, or trailer or caravan attached to your vehicle or substitute vehicle.

We will also cover you for legal costs incurred with our consent in defence of your legal liability or ordered against you.



LEGAL LIABILITY – WE DO NOT COVER

Any amount in excess of \$20 million for the total of any legal liability under this policy or any other policy issued to you by us and incurred legal costs.

Loss or damage to your vehicle or a substitute vehicle.

Liability arising out of the use of a substitute vehicle if the claim is covered by another insurer or insurance policy.

Liability for death or bodily injury to you, or any person who normally lives with you.

Any penalties or fines or punitive, aggravated or exemplary damages.

Liability for death or bodily injury to the extent that you are entitled to be covered under any statutory compulsory insurance or motor accident compensation scheme.

Liability if your vehicle was not in the custody, control or possession of you, or a person who has your permission to use your vehicle.

Claims resulting directly or indirectly from the existence of asbestos in any form or quantity.

General exclusions

You are not covered under any section of this policy for damage, loss or liability caused by, arising from or involving the following:

Your vehicle or any trailer or caravan being towed by your vehicle being used for something other than a permitted use.

A driver who was not licensed or authorised to be driving your vehicle unless your vehicle was being driven by a person without your consent.

Theft of your vehicle while being demonstrated for sale unless you were the driver or a passenger.

Your vehicle being driven by or in the control of a driver under the influence of alcohol or drugs, and the alcohol or drugs contributed to the accident.

Your vehicle being driven by or in the control of a driver whose breath or blood alcohol level was above the legal limit in the state or territory where the accident occurred.

Your vehicle being driven by or in the control of a driver who refused to take a legal test for alcohol or drugs.

Your vehicle was engaged in, or being tested in preparation for:

- racing
- pacemaking
- a reliability trial, or
- a speed or hill climbing test.

Your vehicle or a trailer or caravan attached to your vehicle was carrying either passengers or a load in excess of that for which it was designed or is permitted by law, unless you prove that the loss, damage or liability was not contributed to, or caused by that excess number of passengers or excess load.

The use of your vehicle in connection with your occupation, trade or business other than travelling to or from your home.

Modifications to your vehicle, unless you have advised us and we have agreed to cover the modifications and these are shown on your policy schedule.

Your vehicle, or a trailer or caravan being towed by your vehicle, was being used while in an unsafe, unroadworthy or damaged condition unless you can prove the loss, damage or liability was not contributed to, or caused by, that condition.

Damage to tyres caused by the application of brakes, road punctures, cuts or bursting.

Loss of use, depreciation, wear, tear, rust or corrosion.

General exclusions

Mechanical, structural, electrical or electronic breakdown, failure or malfunction.

An intentional act by you or by a person acting with your consent.

Your vehicle was being used to carry passengers for hire or reward.

Your vehicle was being used outside Australia.

The lawful seizure or repossession of your vehicle.

Any contract or undertaking entered into by you without our written authority.

War, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion or insurrection.

The discharge or escape of any contaminant, pollutant or harmful substance unless the discharge or escape was sudden and accidental.

The existence of, or operation of, or threatened existence or operation of chemical or biological weapon(s) or actual or threatened pollution or contamination from such weapons, or action taken by a public authority or anyone authorised by a public authority to prevent, limit or remedy such pollution or contamination.

Ionising radiation or contamination by radioactivity from:

- nuclear fuel
- nuclear waste, or
- the combustion of nuclear fuel.

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or nuclear installation, reactor, assembly or component thereof.

Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

Any act of terrorism that is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical or nuclear pollution, contamination or explosion.

Words with special meanings

Accident means an unintended and unforeseen event.

Accessories means items or equipment installed to your vehicle that increase your vehicle's value, but do not alter the safety, performance or handling of the vehicle.

Accessories include but are not limited to sound systems, instruments, baby capsules, child seats and interior improvements.

Act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), and which:

- involves violence against one or more persons
- involves damage to property
- endangers life other than that of the person committing the action
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

Agreed value means the dollar value of your vehicle, inclusive of all accessories and equipment as agreed to by us and shown on your policy schedule.

Most vehicles depreciate with age and use. Therefore the agreed value we offer each time your policy becomes due for renewal will almost always be lower than the previous year's value.

Your vehicle's agreed value is set at the beginning of each period of insurance.

Address is where your vehicle is usually kept when not being driven.

Driver rating means our classification of you as a driver after taking into account your driving experience in Australia and claims history. Your driver rating determines your entitlement to a no-claim bonus.

Excess means the amount you may be required to contribute towards your claim. We calculate your excess by adding your standard excess and optional excess (if you have chosen a higher excess), or any imposed excess we have applied, to any young driver age excess or inexperienced driver excess that applies, as shown on your policy schedule.

Words with special meanings

Family means the following people who normally live with you:

- Your spouse or partner.
- Your children, parents, grandparents, grandchildren, brothers and sisters.
- The children, parents, grandparents, grandchildren, brothers and sisters of your spouse or partner.

Market value means the amount we calculate the market would pay for your vehicle in your local area. This includes the accessories or modifications we have agreed to insure. It takes into account the age, make, model, kilometres travelled and condition of your vehicle.

Modifications means alterations or additions to your vehicle that alter the safety, performance or handling of your vehicle. Modifications include but are not limited to body, motor, exhaust, transmission and suspension.

No-claim bonus means a discount on your premium that recognises your good driving record. Your policy schedule reflects this in the premium you are charged.

Period of insurance is the duration of time from the commencement date to the expiry date of your policy, as shown on your policy schedule.

Personal effects means:

- belongings normally worn or carried by you, and
- sporting equipment.

Personal effects does not include:

- cash, credit cards or negotiable documents
- cameras, photographic equipment, video cameras and their accessories
- mobile phones, electronic organisers, portable computers or similar articles, or portable electronic data storage devices, and
- goods carried in connection with any business or occupation.

Permitted use means:

- private use for social, domestic and pleasure purposes, and
- use in connection with your occupation, trade or business that we have agreed to cover.

Policy means your contract of insurance with us and includes your application, this PDS and Policy booklet, your policy schedule and any subsequent endorsements.

Policy schedule means the document showing your policy number, address, details of the cover you have chosen and any excesses you must pay.

Premium means the amount you pay us for your insurance cover. It includes any compulsory government statutory charges, levies, duties and taxes where applicable.

Substitute vehicle means a vehicle you drive while your vehicle is not able to be driven as a result of a claim covered by this policy.

Total loss means the cost to repair your vehicle is uneconomical taking into consideration:

- the market or agreed value
- the assessed cost of repairs, and
- the assessed salvage value;

or the vehicle has been stolen and not recovered.

Vehicle means the car or other vehicle described on your policy schedule. This includes every accessory or modification installed or fitted by the manufacturer, by you or by any previous owner that we have agreed to cover. In respect of cover for legal liability, your vehicle includes a trailer, caravan or mechanically disabled vehicle being towed by your vehicle.

We, us, our means Guild Insurance Limited.

You, your means the person or persons named as the insured on your current policy schedule and that person or person's family.

You, your also means:

- any member of the motor trade who has control or custody of your vehicle for maintenance or repair, and
- any employee or agent of a restaurant, hotel, car park or similar business who has control or custody of your vehicle for parking purposes.

Paying your claim

When your vehicle is a total loss

Agreed value

When you have selected this cover, if we agree to pay your claim and your vehicle is a total loss, we will pay you the agreed value of your vehicle shown on your policy schedule.

Market value

When you have selected this cover, if we agree to pay your claim and your vehicle is a total loss, we will pay you what the market would have paid for your vehicle immediately prior to the loss, including any accessories or modifications we have agreed to insure. Market value takes into account the age, make, model, kilometres travelled and condition of your vehicle immediately before the event. We will use recognised industry guides to help calculate the amount.

Retaining your vehicle after total loss

After a total loss we will retain your vehicle for salvage purposes. This includes all modifications and accessories fitted to your vehicle and the value of any unexpired registration (unless legislation in your state provides otherwise).

If we agree you can choose to keep your damaged vehicle. We will determine the salvage value of your damaged vehicle and deduct this amount from your claim.

Assistance

We may wish to recover the amount we have paid to you in a claim from another person. Subject to the Insurance Contracts Act, we can ask you and any other person entitled to cover under this policy for assistance and you must give us any information and help that we may reasonably require.

What happens to your premiums

When we agree to pay your claim and your vehicle is a total loss, all our obligations under this policy will be fulfilled.

If you pay your premium annually, you will not receive a refund of premium.

If you pay your premium by instalments, we will deduct any remaining instalments from the amount of the claim before we pay you.

You will need to take out a new insurance policy for any replacement vehicle.

When your vehicle can be repaired

Repair quotations

To ensure your claim is handled quickly, we can organise the entire quote and repair process on your behalf.

Our independent assessor can obtain a minimum of two quotes from repairers, which can include a quote from a repairer of your choice. The assessor will review the quotes and determine what is necessary to repair your vehicle.

We will choose the repairer who has submitted the more competitive and complete quote to repair your vehicle.

Lifetime guarantee on repairs

The quality of the workmanship and materials authorised by us and used in the repair of your vehicle will be guaranteed for the life of your vehicle while you own it. This includes any repairs outsourced to a specialist. However, we will not pay for any rectification work that we have not authorised.

Replacement parts

When your vehicle is within the manufacturer's new vehicle warranty period, we will use original equipment manufactured (OEM) parts when we authorise repairs to your vehicle. However, Australian manufactured or Australian design rule compliant parts may be used for the replacement of windscreens and window glass.

When your vehicle is outside the manufacturer's new vehicle warranty period, we will use new and/or reconditioned original equipment manufactured (OEM) parts when we authorise repairs to your vehicle. However, Australian manufactured or Australian design rule compliant parts may be used for the replacement of windscreens and window glass. We may use parts produced by OEM suppliers for the repairs of some components such as radiators and air condensers.

Excess

When you make a claim under this policy, you may be required to pay one or more excesses in respect of your claim. Those amounts will be shown on your policy schedule.

We will tell you when an excess is payable. The types of excess that may apply are detailed on pages 14–15.

Paying your claim

When will I need to pay an excess?

This table provides examples of which excess may apply and for what sort of claim. If applicable, the age or inexperienced driver excess would apply in addition.

Your driver rating and no-claim bonus

Your driver rating, which determines your no-claim bonus entitlement, will be shown on your policy schedule.

Depending on your driving experience and claims history, your no-claim bonus entitlement may be affected if you are involved in an accident for which you are at fault.

Your no-claim bonus entitlement will not be affected if:

- we agree the accident was not your fault
- you prove that another person was completely responsible, and
- you tell us the person's name, current address and the registration number of their vehicle.

Your no-claim bonus will not be affected by a claim for window glass damage only or a claim for lost or stolen keys.

WHEN YOU MAKE A CLAIM FOR:	WILL ANY EXCESS APPLY?
Storm damage to your vehicle	Yes – standard plus optional or the imposed excess.
Malicious damage to your vehicle	Yes – standard plus optional or the imposed excess.
Damage to your vehicle while parked	Yes – standard plus optional or the imposed excess.
Theft or attempted theft of your vehicle	Yes – standard plus optional or the imposed excess.
Own vehicle damage	Yes – standard plus optional or the imposed excess.
An accident that we agree is not your fault, but you cannot provide us with the name, address and registration number (if applicable) of the person at fault.	Yes – standard plus optional or the imposed excess.
An accident that we agree is not your fault, and you can provide us with the name, address and registration number (if applicable) of the person at fault.	No – because we will be able to seek recovery of the cost of the damage to your vehicle from the person at fault.
Window glass damage	No – for the first windscreen or window claim in the period of insurance where this is the only damage to your vehicle. Yes – standard plus optional or the imposed excess for any subsequent claims.
Lost or stolen keys	No – for the first claim in the period of insurance. Yes – standard plus optional or the imposed excess applies for any subsequent claims.

Complaints and disputes

We work hard at building relationships with our clients. This requires communication, accessibility, and a commitment to providing quality products and services. However, disputes may still arise. We have therefore developed a complaints and dispute resolution process that is fair, efficient and accessible to all our clients.

Complaints

If you would like to make a complaint please call us on **1300 988 988** during office hours and speak to one of our friendly staff, who will do their best to assist you. If our staff member is not able to resolve your complaint they will refer the matter to the manager.

We will respond to your complaint in writing no later than 15 business days provided we have all the information necessary to deal with your complaint. If we need further information we will agree on an alternative timeframe with you.

If your complaint cannot be resolved by the manager, you can request that the matter be referred to the Head of Claims who will treat your complaint as a dispute and endeavour to resolve it through our dispute resolution process.

Dispute resolution process

Our dispute resolution process is available at no cost to you. We will keep you fully informed throughout the process and will reply to you within 15 business days provided we have sufficient information to deal with the dispute.

We have brochures available that provide information about:

- our internal procedures for handling a dispute
- the timeframes applicable to the handling of a dispute, and
- the powers of the officer handling the dispute.

If our internal dispute resolution facility is unable to resolve your dispute and you wish to take the matter further, we will provide you with information regarding a free external dispute resolution service or other external dispute resolution options (if any) that may be available to you. Alternatively you may seek independent legal advice at your own expense.

If we are not able to resolve your complaint to your satisfaction within 45 days we will inform you, before the end of 45 days, of the reasons for the delay and that you may take the dispute to our external dispute resolution scheme even if we are still considering your case.

We're here to help

To contact Guild Insurance call the number below or visit our website

 1300 988 988

 guildinsurance.com.au

Who is the Insurer?

This PDS is issued by Guild Insurance Limited ABN 55 004 538 863, AFS Licence No. 233791 of 5 Burwood Road, Hawthorn, Victoria 3122 and hereafter referred to as 'we', 'us', or 'our'.

This PDS was prepared on 1 November 2010 and the information it contains was current at that date. If the information changes adversely we will issue a supplementary product disclosure statement (SPDS) or a replacement PDS.