

# COMPREHENSIVE 4X4 INSURANCE

Product Disclosure Statement



**CLUB  
4X4**  
INSURANCE

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझाने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

Date of preparation: 10 June 2025

Date effective: 1 August 2025

QM10101-0825

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## About Us

Thank You for choosing Club 4X4 to help protect Your Vehicle. We are committed to providing customised insurance products that suit the needs of a 4X4 owner. This product has been designed specifically for 4X4 drivers to provide cover on Your adventures and everyday driving, with inclusions and options for that cover.

## About Club 4X4

Club 4X4 Pty Ltd (ABN 41606776274) (AR 1235616) (Club 4X4) distributes this insurance as an authorised representative of Lifestyle Insurance Group Pty Ltd (ABN 48057816172) (Australian financial services licence (AFSL) 246937) trading as KT Insurance (KT Insurance). KT Insurance acts (under its own AFSL) on behalf of the insurer QBE Insurance (Australia) Limited (ABN 78 003 191 035) (AFSL 239545) (QBE). QBE pays Lifestyle Insurance Group Pty Ltd a commission on sold policies which is a percentage of Your Premium. Any advice provided is general only and does not take into account your individual objectives, financial situation or needs. Consider the PDS, FSG and TMD available at [club4x4.com.au](http://club4x4.com.au) to decide if the product is right for You. Terms and conditions, limits, exclusions and excesses apply.

Club 4X4 has been delegated a binding authority from Lifestyle Insurance Group with approval from the insurer authorising Us as agent of the Insurer to enter into, vary and cancel this Comprehensive 4X4 Insurance as well as settle any claims on behalf of the insurer as if We were them. This means that Club 4X4 is the agent and acts on behalf of the insurer and not You.

**Phone:** 1300 296 296

**Post:** PO Box 1118, Maroochydore QLD 4558

## About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). QBE have been helping Australians protect the things that are important to them since 1886.

## **QBE in the community**

### **Premiums4Good™**

QBE are committed to giving back to the communities that QBE operate in. Through Premiums4Good, QBE invest a portion of customer Premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It is just another way QBE help in enabling a more resilient future.

## **About Lifestyle Insurance Group**

Lifestyle Insurance Group has developed and distributed specialist adventure lifestyle insurance products for over 20 years. Lifestyle Insurance Group has been provided with a binding authority by the Insurer and has delegated that authority, with the approval of the Insurer, to Club 4X4 to perform the activities noted above, under "About Club 4X4". Lifestyle Insurance Group acts as the agent of the Insurer in all matters relating to the insurance. Lifestyle Insurance Group authorises Club 4X4 under its AFSL. For more details see the Financial Services Guide on Our website.

**Phone:** 1300 489 485

**Post:** PO Box 1118, Maroochydore QLD 4558

## **General Advice Warning**

Any advice that Club 4X4 gives about this Policy is general in nature and does not take into account any of Your individual circumstances or financial needs.

Before You make any decision to acquire this Policy, We recommend that You read this Product Disclosure Statement (PDS) and Our Financial Services Guide (FSG).

You should carefully read this document, and any other documentation We send You to determine if this insurance is appropriate for You. Once You have purchased this insurance, then:

- this document;
- the Certificate of Insurance (which sets out details specific to You); and
- any other document which We tell You forms part of the terms and conditions of Your insurance,

will form the contract between You and Us (the Policy).

If any information on Your Certificate of Insurance is incorrect or incomplete, please contact Us as soon as reasonably practicable so that We can update Your Policy.

If You have any questions regarding the Policy or You have not received any document that forms part of the Policy, please contact Us as soon as reasonably practicable (contact details are provided on the back cover).

## Law and Jurisdiction

The Policy is subject to the laws and jurisdiction of the State or Territory in Australia where it was issued.

## Updating Our PDS

The information in this PDS is current at the preparation date however it may change over time.

When We make a change that is materially adverse, either a Supplementary PDS (SPDS) or a new PDS will be provided at renewal.

If We make a change to information in the PDS that is not materially adverse, We may not notify You of the change and may not immediately update the PDS. However, You can contact Us for a copy of the change at no charge by Us.

**Website:** [www.club4x4.com.au](http://www.club4x4.com.au)

**Email:** [contactus@club4x4.com.au](mailto:contactus@club4x4.com.au)

**Phone:** 1300 296 296

## What we cover

We will cover the following, subject to the terms and conditions (including any exclusions and other limitations) of the Policy during the Period of Insurance:

<b>Accidental Damage</b>	Loss (of) or damage to Your Vehicle due to an accident or collision.
<b>Theft</b>	Loss (of) or damage to Your Vehicle due to theft, or attempted theft.
<b>Fire</b>	Loss (of) or damage to Your Vehicle caused by fire.
<b>Malicious damage or vandalism</b>	<p>Loss (of) or damage to the Vehicle resulting from a malicious, intentional or deliberate act.</p> <p>We will not cover:</p> <p>Damage intentionally, deliberately or maliciously caused by You or a person acting with Your express or implied consent.</p>
<b>Natural or weather event</b>	Loss (of) or damage to Your Vehicle as a result of wind, storm, lightning, hail, earthquake, tsunami, flood or any other natural weather event.



## Additional benefits

If We accept a claim for loss of or damage to Your Vehicle, We will also provide the following additional benefits subject to the other terms and conditions (including any exclusions and other limitations) of the Policy:

**Towing costs as a result of loss or damage**

If Your Vehicle cannot be driven as a result of loss or damage sustained and We accept Your claim for that loss or damage, We will cover the reasonable cost of towing Your Vehicle to the nearest repairer, place of safety, or any other place We agree to.

**Storage costs as a result of loss or damage**

If Your Vehicle cannot be driven as a result of loss or damage sustained and had to be towed, provided We accept Your claim, We will cover the reasonable cost of storing Your Vehicle.

However, You must notify Us as soon as reasonably practicable if Your Vehicle is being stored. We may reduce the amount We pay under this benefit if We consider that You were able to inform Us that Your Vehicle has been stored, but You failed and/or neglected to do so.

This benefit ceases on the earliest of when:

- We have settled Your claim; or
- the repairer has confirmed Your Vehicle is safe to drive.

**Vehicle hire cover as a result of theft**

If Your Vehicle has been stolen and Your claim has been accepted, We will assist You in hiring a similar Vehicle for up to 21 days from an authorised vehicle hire company. The maximum amount We will pay under this benefit is \$180 per day.

We will not pay You for any costs that We have not agreed to prior to You entering into the contract with the Vehicle hire company.

	<p>Other rental conditions may apply including a daily kilometre allowance, limitations on authorised drivers, pick-up location and return of the vehicle to a specific location. You need to make sure You adhere to these conditions as We will not be responsible for Your failure to do so.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"><li>• any costs for damage or applicable excesses that You may be liable for under Your vehicle hire contract;</li><li>• fuel, tolls, running costs or any additional costs of the hire vehicle;</li><li>• loss, damage or legal liability arising from usage of the hire vehicle; or</li><li>• hire vehicle costs incurred as a result of unreasonable delays caused by You.</li></ul> <p>This benefit ceases on the earliest of when:</p> <ul style="list-style-type: none"><li>• We have settled Your claim; or</li><li>• We have paid the maximum benefit for vehicle hire cover (\$180 per day for 21 days).</li></ul>
<b>Accessories and Modifications (where applicable)</b>	We will pay the reasonable costs incurred by You to repair or replace Accessories and/or Modifications lost or damaged as a result of an Insured Event, up to the amount stipulated on the Certificate of Insurance. The value of Your Modifications, as listed on Your Certificate of Insurance, may be depreciated with each Period of Insurance.
<b>Satellite phone call reimbursement</b>	If We have agreed to pay a claim for loss or damage, We will reimburse up to \$250 for any calls made by satellite telephone to notify Us of the loss or damage, organise recovery and/or safe transport. We will require copies of the relevant invoices/proof of cost incurred.

**New vehicle replacement - within 24 months**

If You purchased the Vehicle new, or as a demonstrator, from a licensed motor dealer or registered second stage manufacturer and it is declared a Total Loss within 24 months of the original registration in Your name and the loss is as a result of an Event covered under Your comprehensive cover:

- We will replace Your Vehicle with a new one of the same make, model and specification if available locally;
- We will pay all on road costs including stamp duty, the first 12 months registration and any delivery charges applicable; and
- as a result of the Total Loss, the Policy will end, and any outstanding Premium will be payable.

Where Your Vehicle is financed, We will require written consent from Your financier to replace Your Vehicle. We are not responsible for any delays in the delivery of Your replacement Vehicle.

If You do not agree to a replacement vehicle, or that Vehicle is no longer available, We will pay You the total value displayed on Your Certificate of Insurance for that Vehicle.

**Substitute vehicle**

In the event Your Vehicle cannot be driven because it is being repaired following an Insured Event and You are involved in an accident while using a registered substitute vehicle which You have legal use of, We will provide cover for damage caused to a third party's property by the substitute vehicle.

This benefit does not apply where the substitute vehicle is the subject of a hire agreement or is owned by You or a family member residing with You. There is no cover under this benefit for loss or damage to the substitute vehicle.

<b>Transit cover</b>	We will pay for loss or damage Your Vehicle incurs while it is being transported – including loading and unloading, by road, rail, ship or air – between any places in Australia. We will also pay Your contributions to any general average and shipping charges where maritime conditions apply. We will pay up to the limit shown on Your comprehensive Certificate of Insurance.
<b>Contents in Your Vehicle</b>	We will pay up to \$500 for loss or damage to personal effects which were in Your Vehicle at the time of the loss or damage.
<b>Emergency travel and accommodation costs</b>	<p>If, as a result of a covered claim, Your Vehicle cannot be driven and is more than 100 kilometres from the overnight parking address listed on Your Certificate of Insurance, We will pay up to \$1,000 in total for necessary and reasonable:</p> <ul style="list-style-type: none"><li>• emergency accommodation for You and the passengers who were in Your Vehicle;</li><li>• travel costs to return You and any passengers who were in the Vehicle, to Your home.</li></ul>
<b>Baby capsule and child Vehicle seat</b>	We will cover You for loss or damage of up to a maximum of \$750 for each baby capsule or child seat fitted to Your Vehicle at the time of an Insured Event.
<b>Essential repairs</b>	We will pay up to \$1,000 for essential repairs to restore Your Vehicle, to a roadworthy and safe condition so that it may drive to Your intended destination.
<b>Faultless excess</b>	<p>You will not have to pay an excess in relation to an Insured Event if:</p> <ul style="list-style-type: none"><li>• You or the driver of Your Vehicle was not at fault and We agree that another party was at fault; and</li><li>• You can provide the name, vehicle registration number, phone number and residential address of the person(s) We agree is at fault.</li></ul>

<b>Trailer cover</b>	We will pay up to \$1,000 for loss or damage to a Trailer whilst attached to Your Vehicle at the time of loss or damage to Your Vehicle. This benefit does not cover property being carried in or on the Trailer.
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The following additional benefits apply regardless of whether or not We accept a claim for loss of or damage to Your Vehicle, subject to the other terms and conditions (including any exclusions and other limitations) of the Policy:

<b>Off-road recovery costs</b>	<p>If Your Vehicle suffers a mechanical failure or cannot be driven and You require assistance from a third party to transport, tow or recover Your Vehicle while driving Off-road, We will cover the cost of engaging a registered, licensed towing or recovery company or an agent that Club 4X4 has authorised to transport, tow or recover the Vehicle to the nearest town or another location authorised by Us. Reimbursement will be considered if You incur these costs Yourself and will require a tax invoice from the registered, licensed towing or recovery company or authorised agent of Club 4X4.</p> <p>If Your Vehicle becomes stuck or bogged but is still drivable, We will only cover You for the cost of recovering Your Vehicle from being stuck or bogged and moved to a place where it can safely continue to travel under its own power.</p> <p>This additional benefit is limited to one claim per Period of Insurance, up to a maximum of \$1,500, unless You have selected the Optional extra to increase Your cover.</p> <p><b>Excess</b></p> <p>An excess of \$200 will be applied to any payment We make under this additional benefit.</p>
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<b>Windscreen Chip Repair</b>	<p>If the Vehicle's windscreen is chipped or cracked and can be legally repaired without needing to be replaced, We will pay for the cost of repairs of the damaged glass, up to a maximum of \$500. No excess will apply to this benefit for the first claim per Period of Insurance.</p>
<b>Locks and keys</b>	<p>If Your Vehicle keys are stolen during the Period of Insurance, We will pay the cost of replacing the keys and/or recoding Your Vehicle locks. This benefit is only payable if the theft of the keys has been reported to the police and the keys were not stolen by a family member, invitee or person who normally resides with You. We will pay up to \$1,000 for any one claim.</p> <p><b>Excess</b></p> <p>An excess of \$200 will be applied to any payment We make under this additional benefit.</p>
<b>Australia wide personal effects cover</b>	<p>We will pay up to \$2,000 for accidental loss or damage to personal effects belonging to You anywhere in Australia. This additional benefit applies to personal items that are normally carried, worn or used whilst travelling in Your Vehicle.</p> <p><b>Excess</b></p> <p>An excess of \$500 will be applied to any payment We make, which under this additional benefit is limited to two claims per Period of Insurance and up to a maximum of \$1,000 per individual item. If You require a higher level of cover, please refer to the Optional benefits - 'Additional Australia wide personal effects cover'.</p> <p><b>Personal effects exclusions</b></p> <p>You are not covered for:</p> <p>Loss or damage caused by or arising from:</p> <ul style="list-style-type: none"><li>• any process of cleaning, repairing, altering, restoring or renovating;</li></ul>

- overwinding, electrical or mechanical breakdown, failure or derangement; or
- scratching or denting, if that is the only damage sustained.

Loss of or damage to:

- any sporting equipment (including bicycles and e-bikes) whilst in use;
- watercraft greater than three metres in length;
- motorised vehicles or watercraft;
- unmanned aerial vehicles (UAVs);
- outboard motors;
- mobile (cell) phones, laptop or tablet computers, portable gaming equipment, hard drives or other computer hardware;
- photographic equipment used while in water;
- items for sale, on display, exhibition or on consignment;
- goods or items used for the provision of business services;
- cash, cheques, credit or debit cards or negotiable documents;
- stamp or coin collections;
- precious metals or stones (except where set into jewellery); or
- artificial limbs, wigs, dentures or dental appliances, hearing aids.

## Optional extras

The optional extras listed below are only applicable if they are shown on Your Certificate of Insurance as taken.

<b>Additional vehicle hire cover</b>	<p>If Your Vehicle cannot be driven due to damage arising from an Insured Event, and Your claim has been accepted regardless of fault, We will provide cover for the cost of hiring a similar vehicle for up to 14 days. The maximum amount We will pay under this benefit will be shown on Your Certificate of Insurance.</p> <p>The same conditions apply as those stipulated in the Additional benefits – ‘Vehicle hire as a result of theft’ section.</p> <p>We will also reimburse Your travel costs, up to a maximum of \$100 per claim, for You to travel:</p> <ul style="list-style-type: none"><li>• to/from the repairer; or</li><li>• to/from the hire car depot.</li></ul> <p>What is not covered:</p> <ul style="list-style-type: none"><li>• vehicle hire cover as a result of theft as this is covered under the additional benefit ‘Vehicle hire as a result of theft’.</li></ul>
<b>Additional Off-road recovery costs</b>	<p>This optional extra extends the cover provided under the Additional benefit ‘Off-road recovery costs’. This optional extra may be added to Your Policy at any time.</p> <p>The increased limit that You have selected will be shown on Your Certificate of Insurance. This limit represents the accumulative amount You can claim per Period of Insurance.</p> <p><b>Excess</b></p> <p>An excess of 5% of the value of Your claim will be applied in addition to the \$200 excess stated under the Additional benefit ‘Off-road recovery.’</p>



**Additional  
Australia wide  
personal  
effects cover**

This optional extra extends the cover provided under the Additional benefit 'Australia wide personal effects cover'. The increased limit that You have selected will be shown on Your Certificate of Insurance.

Any individual items valued over \$1,000 must be itemised and will need to be shown on Your Certificate of Insurance in order to be covered.

The excess and exclusions outlined under the Additional benefit 'Australia wide personal effects cover' will apply.

**Excess-free  
windscreen or  
window glass  
cover**

If Your claim is only for windscreen or window glass breakage, We will pay the reasonable cost of replacing or repairing the windscreen or window glass of Your Vehicle if the damage arises from an Insured Event.

No excess will be applied to any payment We make under this Optional extra and is limited to a maximum of one (1) claim per Period of Insurance and one (1) pane of glass. Any additional claims for repair or replacement of windscreen or window glass during the Period of Insurance will be subject to the basic excess shown on Your Certificate of Insurance.

This Optional extra does not apply to roof glass and is not applicable where You have a covered claim which includes damage to Your Vehicle in addition to the windscreen or window glass breakage.

**Roadside assistance:**

Please contact Us on 1300 296 296 or visit [www.club4x4.com.au/roadside](http://www.club4x4.com.au/roadside) if You would like to purchase Roadside Assistance. Roadside Assistance is subject to separate terms and conditions. It is not a product that forms part of this Policy. Any use of Roadside Assistance is not an insurance claim under this Policy.

**What is specifically excluded from the above Insured Events, Additional benefits and Optional Extras?**

We will not cover anything specified in the "What We do not cover" section or which is otherwise excluded by the Policy terms and conditions (to the extent permitted by law).

## Legal liability cover

Legal Liability refers to Your liability to pay compensation for an accident that was caused by Your negligence and results in loss or damage to another person's property.

We will cover the following, subject to the other terms and conditions (including any exclusions and other limitations) of the Policy during the Period of Insurance.

If We agree to pay Your claim, We will pay the costs of compensation awarded by an Australian court or a settlement agreed to by Us and Your reasonable legal fees and expenses that We incur on Your behalf or that You incur with Our written consent, which will not be unreasonably withheld. We will only pay for legal fees and expenses if We have agreed to them in writing before You incur them.

What do We cover?	How your claim is settled
<p>Your legal liability to pay compensation for loss (of) or damage to another person's property which occurred during the Period of Insurance as a result of an accident involving Your Vehicle, or a Trailer or caravan Your Vehicle is towing at the time of the accident.</p> <p>This cover is extended to apply to any person who is driving, using or in charge of Your Vehicle with Your permission, as well as any passenger getting into or out of Your Vehicle.</p>	<p>The most We will pay under this benefit for any one accident is the Legal Liability Limit as stated on the Certificate of Insurance.</p>
<p>The legal costs You have to pay in relation to a claim for Your legal liability.</p>	<p>Provided You contact Us before incurring any legal costs or seeking any legal advice in relation to a claim for Your legal liability and We agree to pay such costs, We will:</p> <ul style="list-style-type: none"> <li>• act, or arrange representation, for You or any other person covered under the Policy;</li> <li>• attempt to resolve the claim if We consider that You or the person We cover under the Policy is at fault for the loss or damage; or</li> <li>• defend the claim in a court or tribunal if We consider that You or the person We cover under the Policy is not at fault for the loss or damage.</li> </ul> <p>We will decide whether to defend or resolve the claim and, if We resolve the claim, how much We pay to resolve the claim. If We</p>

What do We cover?	How your claim is settled
	<p>decide to pay to resolve the claim and You object to that decision, We will respond to Your objection and explain Our reasons.</p> <p>If You refuse to agree to Us paying to resolve the claim after We have given You Our reasons, We may pay You the amount for which the claim can be settled, up to the Legal Liability Limit as stated on the Certificate of Insurance.</p> <p>We will give You the opportunity to obtain legal advice if We decide to take this course of action. On making such payment to You, We will discharge all Our obligations to You in terms of the legal liability cover afforded under the policy and You will have no further claim against Us in respect of the relevant claim under this section of cover.</p>

### **What is specifically excluded from Legal liability cover?**

We will not make any payment under this cover for:

- anything specified in the 'What We do not cover' section (see below) or otherwise excluded by the Policy terms and conditions (to the extent permitted by law);
- damage to property owned by You or the driver of Your Vehicle, or anyone that normally lives with You or the driver of Your Vehicle;
- costs and expenses incurred after the date on which We have paid or offered to pay either the third party claim or the Legal Liability Limit; or
- any settlement agreed to or made without Our prior written consent (which will not be unreasonably withheld).

## What we do not cover

The following exclusions apply to all of the covers and benefits provided under the Policy, to the extent permitted by law. Other exclusions may apply to the cover provided where specified in this document, Your Certificate of Insurance or other documents forming the Policy.

You will not be covered under the Policy for any loss, damage or legal liability if at the time of the Event giving rise to the loss, damage or legal liability:

- the driver of Your Vehicle:
  - did not have Your permission to drive Your Vehicle, unless Your Vehicle was stolen and its theft is reported stolen to the police as soon as reasonably practicable, and You provide Us with a police incident number;
  - had a percentage of alcohol in their breath or blood exceeding the legal blood alcohol level limit enforced in the state or territory where Your Vehicle was being driven;
  - had been given medical advice (prior to the accident) that their driving ability would be impaired by a medical condition, procedure or treatment;
  - leaves the scene of an accident without a lawful excuse or without contacting the police when required to do so in the relevant state or territory;
  - refused to take a legal breath and/or blood test for alcohol or any drug;
  - was engaged in an intentional, deliberate, malicious or criminal act;
  - was listed on Your Certificate of Insurance as being excluded from cover under the Policy;
  - was not appropriately licenced or not complying with the conditions of their licence to drive Your Vehicle;
  - was under the influence of any drug;
  - was younger than the selected age exclusion shown on Your Certificate of Insurance, if one has been selected; or
  - was using Your Vehicle to carry more people than:
    - > Your Vehicle is registered and capable to hold; or
    - > the number of seatbelts (and the corresponding number of seats) available in the Vehicle.

## What we do not cover

- Your Vehicle was left unsecure or in an unsafe location and/or position. This includes after it was broken into, accidentally damaged or recovered after being stolen;
- You did not go with Your Vehicle when it was being test driven by a potential buyer;
- Your Vehicle was being used to carry or store explosives, flammable or combustible substances or liquids illegally;
- Your Vehicle was converted, altered or modified from its manufacturer's specifications and is no longer roadworthy or legal within the state it is registered and that illegal modification contributed to the claimable Event occurring;
- Your Vehicle was damaged that renders Your Vehicle unsafe or unroadworthy Your Vehicle was legally confiscated or taken to meet financial obligations; or
- Your Vehicle was carrying or towing a load greater than it was designed for, unless You can prove that this did not cause the accident. This includes bent or twisted chassis as a result of overloading Your Vehicle or towing a load greater than Your Vehicle was designed for.

Where You were not the driver of Your Vehicle and You can satisfy Us that You had no reason to suspect that the driver of Your Vehicle was driving illegally or that one of the circumstances listed above applies, We may pay Your claim. If We agree to provide cover, We will pursue recovery of claim costs from the person who was driving or who was in charge of Your Vehicle.

You are not covered under the Policy for:

- any structural, mechanical, electrical or electronic failure or breakdown;
- any claim for loss, damage, liability, cost or expenses caused by or connected with:
  - any deterioration, wear, tear, rust, corrosion or depreciation; or
  - loss or damage to any electronic/computer components of Your Vehicle caused by:
    - > user error;
    - > misuse;
    - > computer Viruses including but not limited to malware, spamming, spyware, worms, trojan or any other exploits; or
    - > re-coding, re-installing or replacing non-standard electronically stored data or files.

- the cost of fixing faulty repairs, unless those faulty repairs relate to a claim previously accepted under this Policy;
- any cosmetic matching of repaired or replaced parts to other parts of the Vehicle;
- consequential losses (including both financial and non-financial loss) suffered or caused directly or indirectly as a result of an accident. Some examples of what We will not pay for:
  - loss of use;
  - loss of income or wages;
  - loss of the Vehicle's value after being repaired;
  - any professional, legal or expert expenses without Our authority or consent; or
  - claims for stress, anxiety, inconvenience or assistance (including costs of attendances at court, and costs of assessors, investigators unless appointed by Club 4X4 Insurance in respect of Your claim).
- damage to tyres by application of brakes or by road punctures, cuts or bursts;
- loss or damage caused by animals of any kind that You own or are within Your custody or control (such as domestic pets and livestock);
- loss or damage caused by mildew, mould or fungus;
- loss or damage caused by the actions of animals of any kind that You do not own (including insects, moths, termites, vermin, rodents, birds, or bats) other than where the loss or damage results from an animal that You do not own impacting Your Vehicle in a collision;
- loss or damage caused by any process of dyeing or renovating, the action of light or atmospheric conditions (for example fading/damage caused by humidity, heat, or sunlight); or
- loss or damage to Your Vehicle caused by:
  - any process or system of cleaning, restoring, modifying or repairing any insured property;
  - poor or faulty design, specification, materials, repairs or workmanship; or
  - the use or application of Vehicle parts or Accessories which do not meet manufacturer's specifications.

## What we do not cover

You are not covered for loss, damage or legal liability:

- arising from the seizure, impounding, sale or destruction of Your Vehicle by any law enforcement or government agency;
- in the event of the breach of a contract or an obligation under a contract;
- caused by bushfire, wind, storm, lightning, hail, earthquake, tsunami, flood or any other natural or weather events within the first 72 hours of Policy inception except where this Policy:
  - replaces another Policy that insures Your Vehicle; or
  - commences on the day You took possession of the Vehicle (a dated proof of purchase may be required in the event of a claim).
- caused by the use or accidental addition of incorrect fuel by any person;
- for more than \$500 of sign writing, sticker, vinyl wrap or any type of advertising material on Your Vehicle except where the loss, damage or legal liability comprises part of a covered claim and the sign writing, sticker, vinyl wrap or other advertising material was included as a modification on Your Policy;
- for an event that occurs outside Australia;
- for payment of fines, or punitive, exemplary or aggravated damages awarded against You or the driver of Your Vehicle;
- if You have not complied with Your duty to take reasonable care not to make a misrepresentation;
- if You have not taken reasonable steps to protect or safeguard Your Vehicle (refer to 'Other responsibilities for those covered by the Policy');
- if You have not used Your Vehicle for the purpose which You are insured for as declared by You when applying for this insurance (see Business Use and Private Use definitions);
- if You, or anyone using Your Vehicle, was not complying with a condition, restriction or exclusion listed on Your Certificate of Insurance. This may include, but is not limited to, a driver age restriction, or limitation on who is covered to drive Your Vehicle, or other requirement to reduce the likelihood of loss or damage to Your Vehicle;
- if Your Vehicle was used for hire or to earn reward (including, but not limited to, ridesharing, delivery, couriership, driving instruction);
- if Your Vehicle was being used for an illegal purpose;
- if Your Vehicle was used on any sort of racetrack or racecourse for any motor sport including racing, contests, rallies, pacing or speed trials;



- if the Vehicle is not registered with the relevant state traffic authority at the time of the accident;
- and We will not provide any cover, pay any claim or provide any benefit under this Policy to the extent that it is unlawful for Us to do so;
- and We will not provide any cover, pay any claim or provide any benefit under this Policy to the extent that to do so may expose Us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country;
- that is caused by, or arises from or in connection with, a Cyber Incident. However, We will cover physical loss of or damage to the Vehicle resulting from:
  - damage to, failure of or unavailability of its Computer Systems; and/or
  - loss of, corruption of, or loss of access to Electronic Data, caused by a Cyber Incident, if such loss is otherwise covered by this Policy.

We will also cover Your reasonable legal costs and expenses incurred in defending any claim with respect to Your legal liability to pay compensation arising from physical accidental damage to someone else's property caused by the use of Your Vehicle and as a result of, arising from or in connection with a Cyber Incident.

Before incurring any legal costs and expenses You must first obtain Our consent, which will not be unreasonably withheld; or

- arising from, or in connection with:
  - compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
  - invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war;
  - mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
  - a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;
  - any act of Terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion; or

## What we do not cover

- any fine, penalty or punitive damages, against anyone who uses Your Vehicle or a replacement vehicle or a substitute vehicle.

# Making a claim

## What to do if You need to make a claim

- take all reasonable precautions to prevent or reduce loss or damage to Your Vehicle;
- report the incident or loss to the police as soon as reasonably practicable where the accident or loss must be reported by law or according to this Policy; and
- report the incident as soon as practicable by calling Our claims team on **1300 296 296**.

## What not to do without Our consent

- admit guilt, liability or blame;
- offer to pay for or negotiate any damages arising from the Event; or
- approve any repairs or arrange replacements other than emergency repairs up to \$1,000 which are necessary to minimise or prevent further loss and damage (see the additional benefit, Essential Repairs under the 'What We cover' section).

If You fail to assist Us, or do not comply with any of these terms, We may reduce or refuse to pay Your claim or be entitled to recover from You any monies paid by Us in relation to the claim.

## Additional actions

We may require You to:

- undergo interviews and appear in court and give evidence under oath;
- arrange for any driver of Your Vehicle to give Us full co-operation in all respects and provide Us with the same assistance that You are required to;
- help Us manage the claim by answering Our questions and/or providing written statements to Us under oath;
- allow Us to inspect Your Vehicle or any damaged goods You are claiming for;
- take Your Vehicle to or allow it to be towed to a place nominated by Us;

## Making a claim

- allow Us to take possession of the damaged property that We have replaced. Such damaged property becomes Our legal property;
- send Us copies of any communication, demand or claim You may receive, as soon as reasonably practicable, arising out of any incident for which cover is provided under the Policy;
- provide Us with proof of previous motor vehicle insurance;
- provide Us with evidence of ownership and value of all property covered under the Policy;
- advise Us of any person that is charged by the police arising from the incident for which cover is provided under the Policy; or
- assist Us to negotiate, defend or settle any claim made under the Policy and to exercise for Our benefit Your legal right of recovery against any other party.

If You fail to assist Us, or do not comply with any of these terms, We may reduce or refuse to pay Your claim or be entitled to recover from You any monies already paid under the claim.

## Fraudulent and dishonest claims

If You or any person acting on Your behalf submits to Us a claim or any information or documentation relating to a claim, which is in any way fraudulent or dishonest, We may refuse to pay the entire claim and cancel the Policy as permitted by law.

## Prevention of loss

You are legally obliged to take reasonable steps to prevent or reduce the risk or possibility of loss. If You or the driver of Your Vehicle:

- intentionally take any risk that results in a loss being suffered; and
- do not take reasonable precautions to prevent loss or damage,

You may forfeit the right to make a claim under the Policy.

## Claim payments and GST

We pay claims inclusive of GST unless the owner of the property is a business which is, or needs to be, registered for GST. In that case, We will reduce the amount We pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim We pay. There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend You seek professional advice. Unless We say otherwise, all amounts in Your Policy are inclusive of GST.

## How your claim is settled

If Your claim is accepted, We may settle it in one of the following ways:

- declare Your Vehicle a Total Loss and cash settle You for the insured value (see 'What happens if We settle the claim for Your Vehicle on a Total Loss basis?'):
  - pay You the Agreed Value of Your Vehicle when the relevant Certificate of Insurance shows that Your Vehicle is insured for an Agreed Value, plus the Accessories and Modifications value shown on Your Certificate of Insurance; or
  - pay You the Market Value of Your Vehicle when the relevant Certificate of Insurance shows that Your Vehicle is insured for Market Value, plus the Accessories and Modifications value shown on Your Certificate of Insurance.
- repair Your Vehicle. We reserve the right to arrange for repairs to be carried out by a repairer of Our choice if We deem that Your repairer's quote is not competitive or We do not believe that they can satisfactorily repair Your Vehicle; or
- pay You an amount equal to the reasonable cost of repairs.

If We authorise repairs to Your Vehicle We may require You to contribute towards the cost of repairing or replacing any components on Your Vehicle that may have existing damage or wear and tear when the incident occurs. Components include tyres, engines, Accessories, paintwork, bodywork, radiators, batteries or interior trims. The amount You are required to contribute will be determined by the amount of existing damage or wear and tear that is evident when the incident occurs.

The Certificate of Insurance will show if Your Vehicle is insured for Market Value or Agreed Value, and if You have declared a value for Accessories and Modifications.

Where the claim relates to Your Vehicle's windscreen, roof glass or window glass, We may repair or replace the windscreen, sunroof or window glass or pay You the repair or replacement cost.

If Your Vehicle is stolen and it is not recovered within 21 days from the time that You reported its theft to Us, and We accept Your claim, then We will declare Your Vehicle a Total Loss and cash settle You for the Total Sum Insured

(see “What happens if We settle the claim for Your Vehicle on a Total Loss basis?”).

We may pay from any claim settlement any sum owed to a financier or legal owner of the Vehicle. We will consider Your circumstances and any submissions You make to Us before We do so.

## Choice of repairer

If We repair Your Vehicle, We can assist You in selecting a suitable repairer, however You also have the right to choose Your own reputable repairer. We will require a written quote from Your chosen, appropriately licensed, and equipped repairer to be forwarded to Us before commencing any repairs.

We may not accept Your repairer's quote if We believe they do not have the equipment or expertise to repair Your Vehicle, the scope of repairs may not be correct or their estimate is not competitive.

In either instance We will work closely with the repairer to achieve the best repair outcome for You but We may require You to allow Us to obtain a second quote from a repairer of Our choosing. We will then (subject to any relevant Policy limits):

- authorise the repairs at Your repairer of choice;
- pay You the reasonable cost of repairing Your Vehicle; or
- move Your Vehicle to Our chosen repairer.

## Our parts policy

When We authorise repairs to Your Vehicle We will use any combination of original manufacturer, used or replacement parts in the repair of Your Vehicle, depending on the make, model, age and condition of Your Vehicle.

Where a Vehicle is under the original manufacturer's warranty, OEM parts which require replacement will be replaced with OEM parts.

Where parts are not available in Australia and require importation, We will pay for the cost of surface freight only.

Where parts are unavailable and the repair cannot be completed, We will pay You the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time We settle the claim.

## Authorising repairs

You may only authorise emergency repairs as detailed under the “Essential repairs” benefit. You should not authorise further repairs to Your Vehicle without Our prior consent, which will not be unreasonably withheld. Before We make a decision regarding Your claim and repairs, We may need to inspect Your Vehicle. An assessor will be appointed by Us. We or Our assessor will make the necessary arrangements with You.

## Costs of dismantling, diagnosis and reassembly

If You make a claim, Your Vehicle may need to be dismantled to assess Your claim and/or determine if it is valid. If We request to dismantle Your Vehicle and You do not agree to it, We may refuse to assess or pay Your claim.

If We determine that the claimed loss or damage is covered, regardless of who requested the dismantling, We will settle Your claim in accordance with the terms and conditions of the Policy (including the operation of any excess).

## What happens if We settle the claim for Your Vehicle on a Total Loss basis?

If Your Vehicle is a Total Loss, We will pay the total value insured as shown on the Certificate of Insurance. The value may be Agreed Value or Market Value.

We will:

- deduct any excess that may be applicable;
- deduct any outstanding Premium for the Period of Insurance; and
- retain Your Vehicle including all Accessories and Modifications (if You have elected to reject first right to buy it back at Our determined price);

then:

- the Policy comes to an end; and
- there is no refund of any portion of the Premium.



## Excesses

When You make a claim, You must pay all the applicable excesses which are set out in Your Certificate of Insurance and which specifically relate to the circumstances of Your claim. Sometimes, multiple excesses may apply to the one claim.

Excess payments are not always required before We provide a Policy benefit. However, if We require it, You must pay any applicable excess(es) before Policy benefits are provided.

### Types of excesses which can be applied by Us

The types of excesses applicable to the Policy and the amount payable are shown on Your Certificate of Insurance. Subject to the faultless excess additional benefit and depending on the circumstances in which the Insured Event occurred, the following excesses may apply:

#### Basic excess

This is the amount You are required to pay for each claim under the Policy. Your chosen basic excess will be stated on Your Certificate of Insurance.

There are different excess options that You can choose or that may be imposed. This amount will be displayed on Your Certificate of Insurance.

Your chosen excess amount may impact the Premium You pay. For example, if You choose a higher excess this may reduce Your Premium but will result in You having to pay more at the time of a claim. Conversely, if You choose a lower basic excess You will likely pay a higher Premium but it will cost You less in excesses at claims time.

#### Inexperienced and learner driver excess

An excess of \$1,000 applies in addition to all other applicable excesses.

This excess will apply if, at the time of the Event giving rise to the claim, Your Vehicle was driven by a listed person:

- who is under the age of 25;
- of any age who has not held an Australian driving licence for more than 2 years; or

## Excesses

- of any age who holds a Learner's licence or permit.

This excess will not apply to claims involving fire, theft and malicious damage, broken windscreen or damage sustained while Your Vehicle is parked.

### Unlisted young driver excess

An excess of \$1,000 will apply, in addition to all other applicable excesses, if Your Vehicle is driven by a person under the age of 25 who was not listed on the Certificate of Insurance at the time of the Event giving rise to the claim.

This excess will not apply to claims:

- involving fire, theft and/or malicious damage;
- for a broken windscreen, roof glass or window glass; or
- for damage sustained while Your Vehicle is parked or being driven legally by a Learner driver.

### Water crossing excess

An excess of 5% of the Total Insured Value of Your Vehicle (minimum excess amount \$2000) will be applied in addition to all other applicable excesses.

This excess will apply where loss or damage arises from the Vehicle being driven through any man-made or natural body of water, or if the Vehicle becomes stuck and is damaged by a rising tide.

### Special excess

A special excess may be applied to Your cover. Any such special excess may be based on the type of Vehicle insured and the driving records and insurance history of the drivers of Your Vehicle. If We apply a special excess You will be advised in writing and the excess will be shown on Your Certificate of Insurance and it will apply in addition to any other excess applicable to Your claim.

## Other important information

### The cost of this Policy

When You buy this insurance, We will tell You the Premium You must pay and note it on Your Certificate of Insurance.

The Premium You pay is based on a number of factors, including (but not limited to):

- the type of Vehicle insured, its age and value;
- the type and value of Modifications made to Your Vehicle;
- what Your Vehicle will be used for;
- the drivers, their driving and claims experience;
- where Your Vehicle will be parked; and
- Your payment method.

You may reduce Your Premium by:

- increasing Your basic excess; or
- paying Your Premium in one annual lump sum.

Your Premium will also include any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) in relation to Your insurance. You can ask Us for more details if You wish.

Your Premium may change on renewal. The Premium change may either be driven by Our pricing factors, Your experience or changes to the Vehicle You insure (such as additional Accessories and Modifications).

### Information relating to Premium calculation

The list of factors in 'The cost of this Policy' is not exhaustive. We may take other factors into account and add or remove factors. The importance We place on the factors We use to calculate the Premium and how the factors combine, all affect calculation of the Premium. Some factors will not affect all components of the Premium and not all components of the Premium may be subject to discounts in the same way or at all.

## Other important information

How the factors combine to calculate Premium may also be impacted according to Your circumstances and other underwriting considerations. The Premium determined by a combination of the factors may be adjusted up or down to reflect Your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the Premium from the combination of factors and may limit discounts.

Minimum Premium and Your previous year's Premium are commercial factors that may limit Premium increases and decreases from the combination of the factors and any discounts. A minimum Premium is the least amount of Premium We will accept for the insurance and factors and any discounts will not reduce the Premium below minimum Premium. Your previous year's Premium is taken into account on renewal and may limit Premium increases and decreases from the combination of the factors and limit discounts.

The Premium We calculate according to the factors, Your circumstances and other commercial factors, including taxes and government charges, will be shown on Your Certificate of Insurance.

## Cooling off period

If You change Your mind about Your Policy and have not made a claim, You can cancel it within 14 days of the start or renewal date and We will give You a full refund. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling-off period, contact Club 4X4.

You can also cancel Your Policy outside the cooling-off period, see 'Cancelling the Policy'.

## Cancelling the Policy

You can cancel Your Policy at any time by calling Us.

We can cancel the Policy where permitted by law, in the following situations:

- if You do not comply with the Policy terms and conditions;
- if You fail to pay Your Premium;
- if You make a fraudulent claim; or
- if You did not comply with Your duty to take reasonable care not to make a misrepresentation.

If Your Policy is cancelled, whether You have paid the Premium as an annual payment or by monthly instalments, We will refund the proportion of the Premium paid for the remaining Period of Insurance, less any non-refundable government fees, duties or charges.

The Policy Administration Fee noted in Our [Financial Services Guide \(FSG\)](#) and on Your Certificate of Insurance for each risk is not refundable after the cooling off period.

## Premium refunds

We do not refund via cheque. Any refund that may be payable because of Policy amendments or cancellation will be made to Your nominated bank or credit card account.

## Renewing the Policy

We will send a renewal notice to You at least 14 days before Your insurance is due to expire telling You if We will renew and if so on what terms. Where We offer renewal, We will (unless We tell You otherwise) automatically renew Your cover on the terms contained in the renewal offer. If You do not wish to renew the Policy, or You wish to opt-out of future auto renewals of Your Policy, please contact Us as soon as reasonably practicable.

You will have to pay an additional Premium if You tell Us about changes to the Policy details and We advise You that these changes will increase Your renewal Premium.

Your cooling off period continues to apply on each renewal. Each renewal is a separate contract and not an extension of the prior contract.

This PDS applies to any offer of renewal We may make unless We tell You otherwise. It is important that You check the information shown on Your Certificate of Insurance before renewing each year to satisfy Yourself that the details are correct.

## Complaints

We are here to help. If You are unhappy with any of Our products or services, or the service or conduct of any of Our suppliers, please let Us know and We will do Our best to put things right.

### Step 1 – Talk to Us

Your first step is to get in touch with the team looking after Your Policy, direct debit or claim. You will find their contact details on Your Policy documents, letters or emails from Us.

Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to [www.club4x4.com.au/complaints](http://www.club4x4.com.au/complaints)

### Step 2 – Customer Relations

If Your complaint is not resolved by the team looking after Your Policy, direct debit or claim, You can ask them to refer Your complaint on to Our Customer Relations team. A Dispute Resolution Specialist will review Your complaint independently and provide You with Our final decision.

You can also contact the Customer Relations team directly:

**Phone:** 1300 650 503

**Fax:** (02) 8227 8594

**Email:** [complaints@qbe.com](mailto:complaints@qbe.com)

**Post:** GPO Box 219, Parramatta NSW 2124

### Step 3 – Still not resolved?

If We are unable to resolve Your complaint to Your satisfaction within a reasonable time, or You are not happy with Our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

**Phone:** 1800 931 678  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**Post:** GPO Box 3, Melbourne VIC 3001

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

### More information

You can find more information about how We deal with complaints on Our website at [qbe.com/au](http://qbe.com/au) or You can call Us on 133 723 to speak with Us or request a copy of Our complaints brochure at no charge by Us.

### Complaints just about privacy

If You are not happy with how We have handled Your personal information, call Us on 1300 650 503 or email Us at [customercare@qbe.com](mailto:customercare@qbe.com). If You are not satisfied with Our response, You can contact the Office of the Australian Information Commissioner (OAIC):

**Phone:** 1300 363 992  
**Email:** [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
**Post:** GPO Box 5288, Sydney NSW 2001

## Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain Policy Holder/s and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if You meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

<b>Phone:</b>	1300 558 849
<b>Online:</b>	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

## General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [insurancecouncil.com.au](http://insurancecouncil.com.au)

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.au)

## Misuse of Our Products and Family Violence

We do not condone the misuse of Our products for the purpose of financial abuse or disadvantage, including through family and domestic violence. We are here to provide support to Our customers who may be impacted. Further details about Our Family and Domestic Violence Customer Support Policy are available at [qbe.com/au](http://qbe.com/au)

## When there is more than one Policy Holder

When there is more than one Policy Holder on Your Policy, We may treat what any one of them says or does in relation to Your Policy or any claim under it, as said or done by each of the Policy Holders. We may rely on a request from one Policy Holder to change or cancel Your Policy or tell Us where a claim payment should be paid. Where a payment is made to one Policy Holder under this Policy, We have no further obligations to any other Policy Holder regarding that payment.

## Contribution and other insurance

When making a claim, You must notify Us of any other insurance that You are aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there is any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s).



## Preventing Our right of recovery

If You have agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You will not hold them responsible then, to the extent We have been prejudiced by this act, We will not cover You for that loss, damage or liability.

## References to legislation

Legislation referenced in this Policy includes Subsequent Legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in Subsequent Legislation.

'Subsequent Legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

## Extra Care Process

We recognise that Our customers may find themselves in difficult circumstances, particularly when a claim Event occurs. We have developed an Extra Care Process to provide additional support to Our customers who may be experiencing vulnerability due to their circumstances, including personal circumstances that are not directly related to insurance. The Code provides the following examples that may contribute to someone needing Extra Care:

- age;
- disability;
- mental health conditions;
- physical health conditions;
- family violence;
- language barriers;
- literacy barrier;
- cultural background;
- Aboriginal or Torres Strait Islander status;

## Other important information

- remote location; or
- financial distress.

Our Extra Care Process and the additional support it provides is available to any customer and can be requested at any time using the contact details below.

**Phone:** 1300 296 296

**Email:** [contactus@club4x4.com.au](mailto:contactus@club4x4.com.au)

## What We expect from You

When You buy insurance from Us (including on renewal), You have certain responsibilities that You must comply with. We can refuse to pay a claim, reduce the amount We pay or cancel the Policy (subject to the operation of the *Insurance Contracts Act 1984* (Cth) (the Act), if You or anyone covered by the Policy:

- do not comply with Your duty to take reasonable care not to make a misrepresentation or make other misrepresentation to Us; or
- fail to meet Your responsibilities under the Policy.

If fraud is involved, We can treat the Policy as if it had never existed.

This Policy and its terms are subject to and can be affected by the operation of the Act and You need to make sure You are aware of Your rights under the Act.

### Duty to take reasonable care not to make a misrepresentation

By law, You must take reasonable care not to make a misrepresentation. A misrepresentation includes a statement that is false, partially false, or that does not fairly reflect the truth.

This means, prior to entering into an insurance contract, giving Us true, complete and accurate answers to Our questions, including where You provide information on someone else's behalf. We use Your answers to decide whether to insure You and on what terms. If any of Your answers are misleading, incomplete, inaccurate or fraudulent We may reduce or refuse to pay a claim, cancel Your Policy or treat it as if it never existed. If You do not understand a question, You are unsure how to answer or if anything is unclear, please call Us.

If You are renewing Your insurance, You need to carefully review the information provided in Your renewal documents and check that it is true, complete and accurate. If any of the information is incorrect or has changed, You must let Us know before renewal. Some changes may impact Our offer of renewal terms. If You do not understand a question, You are unsure how to answer or if anything is unclear, please call Us before You renew Your Policy. If We do not hear from You and You renew Your Policy, We will take

that to mean that the information provided in Your renewal document is true and correct and that nothing has changed. If You do not tell Us about anything that has changed, or if You do not take reasonable care not to make a misrepresentation then We may reduce or refuse to pay a claim, cancel Your Policy or treat it as if it never existed.

### Who do the above obligations apply to?

The obligations apply to You and everyone that is a Policy Holder under the Policy. If You provide information for another Policy Holder You represent to Us You have authority from them to do so and it is as if they provided it to Us.

### Managing Your Total Sum Insured

It is Your responsibility to ensure that the nominated insured values (the Sum Insured and the Modifications value) are adequate. You should continue to reassess these values during the term of the Policy and prior to renewal each year.

### Tell Us about any changes that may affect Your cover or Premium

You need to tell Us as soon as reasonably practicable if any details on Your Certificate of Insurance are incorrect or have changed, including if:

- Your Vehicle was converted, altered or modified from its manufacturer's specifications and is no longer roadworthy or legal within the state/territory it is registered;
- You change Your address, contact details, the place where You keep Your Vehicle, the drivers of Your Vehicle or the way You use Your Vehicle; or
- anyone who is shown on the Certificate of Insurance has, over the past 5 years, had changes to their:
  - driving record including cancellation, suspension and/or driving conditions imposed on their driver's licence; or
  - criminal history.

Changes that You advise Us, may decrease or increase the Premium You need to pay for the remainder of the Period of Insurance. If this occurs, We will provide You with further information on how the change/s affect/s Your Premium.

If the change results in You no longer meeting Our underwriting criteria, We may decide not to insure Your Vehicle, cancel Your Policy or decide not to offer renewal.

## **Tell Us about any finance on Your Vehicle**

If You have borrowed money using Your Vehicle as security, You must inform Us so that We can record the financier's interest on Your Certificate of Insurance. This includes circumstances where You lease or have a hire purchase agreement on Your Vehicle. During the Period of Insurance Your financier's interests will be covered under the Policy as noted on Your Certificate of Insurance, however the same Policy terms and conditions will also apply to them (where relevant).

## **Tell Us if You dispose of, replace or sell Your Vehicle**

If You dispose of, replace or sell Your Vehicle during the Period of Insurance, You must notify Us as soon as reasonably practicable.

If you dispose of or sell Your Vehicle, We will cancel the Policy.

If you replace Your Vehicle, We will cancel your existing Policy and assess whether we are able to provide cover for Your replacement Vehicle. If we are able to provide cover for the replacement Vehicle, We may need to charge You an additional Premium or add special terms and conditions.

See 'Cancelling Your Policy' for further information.

## **Ensure Your Premiums are always paid**

It is Your responsibility to ensure Your Premiums are paid in full either annually or monthly. If You have chosen to pay Your Premium by direct debit instalments and an instalment remains unpaid for one month or more, We may cancel Your Policy and refuse to pay a claim.

You must be authorised to make payments from the bank account or credit card details You provide to Us. You must also ensure that Your nominated bank account or credit card has sufficient funds when We collect payments. If the Policy remains unpaid We will attempt to collect payment at regular intervals determined by Us. Any fees that Your bank may charge You including dishonour fees are Your responsibility.

## Instalment payments

You can choose to pay Your Premium in regular monthly instalments by way of direct debit from Your bank or credit card account. The total Premium We charge may be higher if You elect to pay in instalments instead of one annual lump sum amount. The nominated bank or credit card account must be able to accept direct debits and You must be an authorised signatory on that account.

You must ensure that You have sufficient funds in the account to meet the debits. All bank charges and dishonour fees are Your responsibility. You must notify Us as soon as reasonably practicable if Your nominated account or credit card is transferred, closed, payments stopped or if You cancel Your direct debit payment plan, and supply Us with alternative account details, no less than 7 business days prior to the date of Your next debit. If You cancel the debit completely You will need to arrange for another way to pay Us Your Premium to ensure that You remain covered. Please note that as an alternative, payments can only be accepted via either direct debit or another credit card.

If We cancel Your Policy due to non-payment of an instalment Premium You need to be aware that:

- no benefits or entitlements can be paid under Your Policy;
- You will receive written confirmation that Your Policy has been cancelled; and
- We may refuse to provide cover to You under any policy in the future.

## Other responsibilities for those covered by the Policy

You or any other person who is covered under the Policy must:

- follow all the conditions set out in the Policy and Certificate of Insurance;
- take all reasonable precautions to prevent loss, damage or legal liability even after an Insured Event;
- keep Your Vehicle, its tools, parts and Accessories in good condition (e.g. serviced, free of rust etc.); and
- keep proof of ownership and value of insured property (e.g. receipts, invoices, bank statements, contracts of sale and photographs).

## Sending You documents

Documents relating to Your insurance Policy will be sent by email.

It is Your responsibility to make sure Your contact details are current (including telephone number and email address) and You must update these as soon as they change.

## Privacy Notice

### **Club 4X4 Privacy**

In this privacy notice, “**We**”, “**Us**” or “**Our**” means Club 4X4 and its related body corporate, as relevant. We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

## How We collect Your personal information

We usually collect Your personal information from You or a person acting with Your consent. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

## Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; make offers of products and services provided by Us, Our related companies, brokers, intermediaries, business partners and others that We have an association with; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our business partners) or Our related companies by calling the Club 4X4.

If You do not provide Your personal information We require, We may not be able to provide You with Our services, including settlement of claims.

## Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your Policy (such as a financier or Vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## Disclosure overseas

Our related companies and third-party service providers are located within Australia and in some instances may also be located overseas including New Zealand. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## Access to Your personal information and complaints

You may ask for access to the personal information We hold about

You and seek correction by contacting Us using the details on the back of this document. Club 4X4's Privacy Policy is available at [www.club4x4.com.au](http://www.club4x4.com.au) or by calling Us. QBE's Privacy Policy is available at [www.qbe.com/au/about/governance/privacy-policy](http://www.qbe.com/au/about/governance/privacy-policy).

You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth). Information on how to make a complaint is provided in this document.

## Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.



## Your consent

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise.

If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons, or if You wish to stop receiving information about new insurance products and insurance-related services You can call Us or email Us at [privacy@club4x4.com.au](mailto:privacy@club4x4.com.au). Please note that telephone conversations may be recorded for training and quality control purposes.

## How can You give Us instructions?

You can give Us instructions by phone, email or mail using the contact details specified in this document. In some cases We may need You to confirm Your request in writing.

## QBE Privacy

QBE take the security of Your personal information seriously.

QBE will collect personal information directly from You when You deal with QBE, or sometimes through QBE's agents, other companies in the QBE group or suppliers acting on QBE's behalf. QBE will only ever collect the personal information QBE need in order to provide QBE's services to You, such as issuing and administering QBE's products and services and processing claims.

QBE will obtain consent before collecting sensitive information, such as health information, unless QBE are required or permitted by law to collect it without consent. Sometimes QBE may store and disclose Your personal information overseas. When QBE do this, QBE ensure Your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

QBE's Privacy Policy describes in more detail from whom QBE collect personal information, as well as where QBE store it and the ways QBE could use it. You can find it at [qbe.com/au/about/governance/privacy-policy](http://qbe.com/au/about/governance/privacy-policy) If You would like to access or correct Your personal information please contact QBE at [customercare@qbe.com](mailto:customercare@qbe.com) or on 1300 650 503.

# Definitions

Certain words used in this document have a special meaning.

This Definitions section contains such terms. In some cases, certain words may be given a special meaning when used in other documents making up the Policy.

Headings are provided for reference only and do not form part of the Policy for interpretation purposes.

Term	Means
<b>Accessories</b>	See 'Modifications' definition.
<b>Agreed Value</b>	The mutually agreed value assigned to Your Vehicle, without Modifications, at the beginning of Your Period of Insurance. This value will be noted on Your Certificate of Insurance and will apply to the end of the Period of Insurance.
<b>Authorised person/people</b>	This is someone who, when listed on the Policy, has the same authority as a Policy Holder. They can cancel or make changes to a Policy and can be added or removed by any Policy Holder.
<b>Business use</b>	The Vehicle is either registered for business use or is used for income earning purposes as a part of a full time, part time or casual business and/or employment.
<b>Certificate of Insurance</b>	The most recent Certificate of Insurance We have sent You. It shows the information that forms the basis on which We've agreed to insure You, including information about You, Your Vehicle and its drivers. You'll receive a new Certificate of Insurance when You buy, renew or make a relevant change to Your policy.

<b>Term</b>	<b>Means</b>
<b>Computer System</b>	Any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.
<b>Cyber Incident</b>	<ul style="list-style-type: none"> <li>• an unauthorised or malicious act; or</li> <li>• malware, Virus, hacking, denial of service or similar mechanism,</li> </ul> <p>affecting access to, use of or operation of any of Your Vehicle's Computer Systems or causing loss of, corruption of, or loss of access to Electronic Data.</p>
<b>Electronic Data</b>	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
<b>Event or Insured Event</b>	An event for which You can make a claim under Your insurance policy.
<b>Market Value</b>	The reasonable market-related value or Our assessment of what the general market would pay for Your Vehicle, without Modifications, at the date of its loss or damage. This takes into account the make, model, km's and condition of Your Vehicle at that time.
<b>Modification(s)</b>	Any fitted/fixed alterations made to Your Vehicle from the manufacturer's standard specifications which may impact Your Vehicle's appearance, safety, performance or value. These may be either a manufacturer's option or an aftermarket addition.
<b>Off-road</b>	Off-road means four wheel-driving, trail driving, sand dune driving or some other driving activity of a similar nature that is conducted off a Sealed Road or a road not accessible to 2WD vehicles.

Term	Means
<b>Period of Insurance</b>	The period of time that You are covered under the Policy (as displayed on Your Certificate of Insurance) unless the Policy otherwise ends sooner in accordance with the Policy or relevant law. If the Policy is cancelled, the period of insurance terminates when the cancellation becomes effective. If You renew, each renewal is a new contract, not a continuation of the previous period's contract.
<b>Policy</b>	Your contract of insurance with Us comprising of this document, the Certificate of Insurance and any other document We tell You forms part of the terms and conditions of Your cover, including any endorsements.
<b>Premium</b>	The amount of money You pay for Your insurance including government taxes such as GST, and stamp duty. This will be listed on Your Certificate of Insurance.
<b>Private Use</b>	Social, domestic and pleasure purposes including travelling between home and place of work. It does not include Business use.
<b>Sealed Road</b>	A road which has been made with surface treatments such as tar, bitumen, concrete or asphalt.
<b>Sum Insured</b>	The replacement value of Your Vehicle, without Accessories or Modifications. This will be displayed on Your Certificate of Insurance as either an Agreed Value or Market Value.
<b>Terrorism</b>	Any act, or preparation in respect of action, or threat of action designed to influence any government of any nation or any political division of it, 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 whether acting alone or on behalf of or in connection with any organisation or government, and which: <ul style="list-style-type: none"> <li>• involves violence against one or more persons;</li> </ul>

Term	Means
	<ul style="list-style-type: none"> <li>• involves damage to property;</li> <li>• endangers life other than that of the person committing the action;</li> <li>• creates a risk to health or safety of the public or a section of the public; or</li> <li>• is designed to interfere with or to disrupt an electronic system.</li> </ul>
<b>Total Sum Insured</b>	<p>If You have selected Market Value, this is the combined total of the Market Value at the time of the loss or damage and the Accessories and Modifications value on Your Certificate of Insurance.</p> <p>If You have selected Agreed Value, this is the combined total of the Agreed Value and the Accessories and Modifications value on Your Certificate of Insurance.</p>
<b>Total Loss</b>	<p>When Your Vehicle has been stolen and not recovered within 21 days from the time You report its theft to Us or We decide that it is uneconomical, impractical or unsafe to repair after an accident.</p>
<b>Trailer</b>	<p>A non-motorised vehicle designed to be towed by a motor vehicle, primarily used for carrying goods or equipment. This does not include camper trailers, or any trailer fitted with sleeping quarters and/or a roof top tent.</p>
<b>Vehicle</b>	<p>The registered, Off-road capable, motorised vehicle that is described on Your Certificate of Insurance and includes the manufacturer's standard options and Accessories fitted to it and other Accessories and Modifications that You have told Us about, We have agreed to cover.</p>

Term	Means
<b>Virus</b>	Any computer malware, virus or similar mechanism, computer program or code, including but not limited to, any malicious software, file, ransomware, virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus, worm, logic bomb or other executable program or code which initiates an event on infected computer equipment, causing modification of or damage to data, memory or data media or otherwise adversely affecting directly or indirectly the operation of or access to any Vehicle Computer System or any data or information therein.
<b>We, Us, Our</b>	Club 4X4 Pty Ltd (ABN 41 606 776 274 AR 1235616) acting as an Authorised Representative of Lifestyle Insurance Group Pty Ltd (ABN 48 057 816 172) (AFSL 246937) and as agent of the insurer, QBE Insurance (Australia) Limited (ABN 78 003 191 035) (AFSL 239545).
<b>You, Your, Yourself, Policy Holder</b>	The person(s) named on the Certificate of Insurance as the Policy Holder. If the Policy is held in more than one name, any Policy Holder can make changes or cancel a Policy.



1300 296 296

[contactus@club4x4.com.au](mailto:contactus@club4x4.com.au)

[www.club4x4.com.au](http://www.club4x4.com.au)

PO Box 1118, Maroochydore QLD 4558

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