

# **THIRD PARTY PROPERTY DAMAGE INSURANCE PRODUCT DISCLOSURE STATEMENT – PART 2**

## **INSURANCE COVER**



**THIS DOCUMENT IS PART 2 OF A 2 PART  
PRODUCT DISCLOSURE STATEMENT (PDS).  
THIS PART 2 IS THE INSURANCE COVER  
DOCUMENT FOR THIRD PARTY  
PROPERTY DAMAGE INSURANCE.  
PART 1 IS IMPORTANT INFORMATION  
FOR BINGLE PRODUCTS.  
PARTS 1 AND 2 ARE PROVIDED TO YOU  
AND MUST BE READ BY YOU TOGETHER  
AS THEY FORM THE PDS.**

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## About this Product Disclosure Statement and your policy

This Product Disclosure Statement (or PDS for short) contains details of the cover provided under the Bingle Third Party Property Damage Insurance product.

If you purchase this product, your policy is made up of a few things. There's this Part 2 of the PDS, as well as Important Information - Part 1 of the PDS, any Supplementary PDS (SPDS) we may give you, and also your most recent insurance schedule which shows the details particular to your policy. You should read all these documents together as they tell you what your policy covers, what is excluded, how we settle your claim, and more. Also, some words used in this PDS have a special meaning so please read 'Words with special meanings' on page 5 (below) and in Part 1 of the PDS.

Throughout this PDS you'll be referred to a guide called the 'Third Party Property Damage Insurance Premiums, Excesses & Claims Guide' for further information. This Guide sheds some more light on how we determine your premium, excesses that could apply if you make a claim, and how we pay claims. Take a look at it at [bingle.com.au](http://bingle.com.au)

## What's this cover all about?

This insurance provides cover for legal liability claims that other people might make for accidental damage to their car or property, caused by the use of your car during the period of cover.

Like all insurance policies, conditions, limits and exclusions apply. Please read the PDS for full details of the cover, including 'What's in and what's out' on page 2 (below).

## Getting a new ride?

If you replace your car with another car, we give you up to 14 consecutive days of automatic cover under this policy for that replacement car before you need to tell us about it.

This automatic cover starts from when you take delivery of the replacement car, but it won't extend beyond the remainder of your policy's period of cover. To make sure you have ongoing cover for your new car, just login to your policy at [bingle.com.au](http://bingle.com.au) and tell us about it.

## What your car is used for

This policy covers your car when it is used for private purposes. We also cover it when it is used in connection with heaps of different occupations or types of work. But there are some occupations or types of work that we don't provide cover for. Your insurance schedule shows what you told us your car is used for – so you must let us know if that changes.

## Which drivers are covered?

This policy covers you and other drivers that you allow to drive your car. But an additional excess will apply to claims made for loss, damage, or liability caused by household members or regular drivers using your car **unless** they are listed on your policy. This includes you.

The unlisted household member or unlisted regular driver excess will not apply to learner drivers as long as another driver listed on your policy is a passenger in your car.

Refer to 'Excesses' on page 4 (below) for further information. If you ever need to change your policy's listed drivers, just login to your policy at [bingle.com.au](http://bingle.com.au)

## Your part of the deal

You must keep your car well maintained and in a good and roadworthy condition (e.g. replace worn out tyres or worn brakes and defective lights, and repair major rust).

You must always provide honest and complete information to us and regularly check the information on your insurance schedule is correct.

If you don't meet these responsibilities we may reduce or refuse to pay a claim, and/or we might cancel your policy. If fraud is involved we can treat your policy as if it never existed.

Please also see 'Understanding your duty of disclosure' in Part 1 of the PDS for further details about the information you need to tell us.

## Keep your policy details up-to-date

As soon as the details on your insurance schedule are no longer accurate you must update your policy details. If you've got a new address, you need to change your car's use, or any other details login to **bingle.com.au** and update your policy's details. Remember, you have 14 days to tell us about the replacement of your car (see 'Getting a new ride?' on page 1 above). We'll give you a new insurance schedule to confirm any changes.

And at renewal you must tell us if you, or any listed drivers of your car, have had changes to their insurance, driving or credit history, or to their criminal history relating to fraud, theft, burglary, drugs, arson, or their criminal history relating to criminal, malicious or wilful damage.

When you let us know about any changes to your policy we may decide to charge an additional premium, or apply a special condition to your policy. In some cases, it might even mean that we can no longer insure you and we have to cancel your policy.

## We don't cover absolutely everything under the sun

So make sure you read all the documents that make up your policy carefully.

## What's in and what's out?

### Liability cover

#### What's in

Use of your car may result in accidental damage to someone else's car or property, and you or someone you allow to use your car could be legally liable.

We'll cover that liability which is caused by the use of your car during the period of cover. Examples of incidents which result in a claim covered by liability cover include:

- ✓ if your car was being used for your work, and the liability for damage it has caused to someone else's property rests with your employer, principal or partner;
- ✓ accidental damage caused by property falling from your car, or property being loaded or unloaded from your car; and
- ✓ cover for the actions of a caravan or trailer that your car was towing at the time liability arose, if those actions were the cause of the liability.

The most we will pay for all claims from any one insured incident that happens during the period of cover is \$20 million. This includes all associated legal costs we've agreed to pay and GST.

## What's out

We don't cover legal liability:

- ✗ if the property that is damaged belongs to you, the person using your car, or someone who usually lives with you; or
- ✗ if the liability only exists because of an agreement or contract you, or the person using your car, enter into accepting the liability. But we will provide cover if the liability would have existed without that agreement or contract.

Also, we do expect you to be sensible with your car. So this policy doesn't cover legal liability that is caused by, arises from, or involves:

- the following things relating to your car:
  - ✗ your car being used for unlawful purposes or being used beyond its design specifications;
  - ✗ your car not being roadworthy at the time of the incident;
  - ✗ your car being a part of, or tested in preparation for, any type of race, contest, stunt, motor sport or on a competition course, **unless** it is being driven as part of a driver education course that does not involve either speeds in excess of 100km/h, or the timing of cars; or
  - ✗ your car being used for hire or for monetary reward, but we will cover your car if it was being used in a car pool, ride share, or child care arrangement.
- the following things relating to you, or to the person using your car:
  - ✗ loss or damage caused by someone you didn't allow to drive your car;
  - ✗ loss or damage caused by a driver who doesn't hold the appropriate licence, or who is breaching the conditions of their licence when driving your car;
  - ✗ intentional loss or damage caused by you, or someone you allow to use your car, or someone otherwise acting with your express or implied consent;

'What's out' continues on page 3 (below).

'What's out' continued from page 2 (above).

- ✗ loss or damage caused by someone you allow to drive your car, who isn't a listed driver, if their insurance, driving, credit or criminal history would not be acceptable by us for them to be a listed driver. But we won't exclude cover if you didn't know or couldn't reasonably have been expected to know about their insurance, driving, credit or criminal history;
- ✗ reckless acts by you, or a person acting recklessly with your express or implied consent (such as street racing, burnouts or donuts);
- ✗ you, or someone you allow to use your car, having their ability to drive safely reduced by the influence of any alcohol, drugs, or medication. This includes if the person had been advised by their medical practitioner that their condition or medication would impair their ability to drive;
- ✗ you, or someone you allow to use your car, having more than the legal limit for alcohol, drugs, or medication in their breath, blood, saliva, or urine as shown by analysis or refusing to take a test for alcohol, drugs, or medication; or
- ✗ you, or someone you allow to use your car, failing to take reasonable precautions to prevent the loss, damage, or liability. After all, a little care goes a long way.
- these things also aren't covered:
  - ✗ incidents outside of Australia;
  - ✗ consequential losses or extra costs following an incident your policy covers, **unless** we gave you written authority prior to you incurring these costs, and we had agreed to reimburse you or **unless** the costs are covered under 'Liability cover' on page 2 (above);
  - ✗ incidents taking place before or after your policy's period of cover;
  - ✗ asbestos of any kind;
  - ✗ any of the following nasties, whether actually present or threatened - biological substances, chemicals, other contaminants, radioactivity, nuclear material or waste, or any nuclear fission action;
  - ✗ any looting, rioting, or any response taken by a public authority in relation to the nasties immediately above;

- ✗ war, terrorism, revolution, any other warlike activity, as well as any associated looting or rioting, whether or not war is actually declared; or
- ✗ your car being legally confiscated or repossessed.

Don't worry if your car was stolen and a thief is using your car at the time of the incident, because any liability is their problem and isn't covered by your policy.

## When you need to claim

### What can you claim for and how often?

You can claim whenever you need to, as long as the incident is covered by this policy of course! We'll treat each separate incident as a separate claim.

### Damage control

Found yourself in a bingle?

- **Make sure everyone is safe** and OK. For emergencies, call 000.
- Take the right steps to **prevent any further loss or damage**.
- If your car is involved in an accident involving other people and/or their car(s) or property, you may need to **report the incident to the police**, especially if someone is injured or there is a hazard to other people. If so, you'll need to grab an incident number from them, as we may ask you for the incident number when you make your claim.
- **Don't admit fault** or offer to pay for any damage caused in the incident. This will be sorted out later during the claim process.
- **Collect the full names, addresses and contact numbers** of any drivers involved, along with passengers and witnesses.
- You'll also need to get the **registration details** for any other car(s) involved, and details of the other driver's insurance. If you've damaged someone else's property even if it isn't their car, make sure you take their full details and insurance too.

## Making a claim

First things first – login to [bingle.com.au](http://bingle.com.au) and follow the prompts. You'll need to make sure you're giving us all the information we need, and that it's all accurate too.

We'll always do our best to keep you in the loop - so you know how your claim is tracking, or if there is anything else we need from you.

During the claims process you, and the person who was using your car at the time of the incident (if not you), might need to help us out with a few things so we can work out the cause, extent, and value of your claim including:

- Providing us with information to **prove that the incident covered by your policy took place**. This could be giving us the related police incident number, giving us authority to obtain any police report or investigation details, and letting us know the contact details of anyone involved in the incident whether directly, or as a witness.
- **Describing the loss**, damage, or liability that happened including uploading of photos onto our website to show us the damage.
- Taking part in **interviews** with us, or any experts we've chosen, if we decide it's needed.
- Providing us with **written statements** or other relevant documents. Sometimes attendance at **court** to give evidence might be required.

## We need you to keep us in the loop too

We rely on you keeping us in the know with anything relevant to your claim as you become aware of it. That includes you delivering to us any relevant letters or notices that come into your possession, or letting us know when you become aware of any demands, court proceedings, or offers of settlement.

If you don't do this, or you don't meet your obligations under 'Damage control' on page 3 (above), and 'Making a claim' on this page 4, we can reduce or refuse your claim and we can even cancel your policy.

## Excesses

An excess is the amount you have to pay for each claim. We treat each incident as a separate claim. There are three types of excess:

- a **standard excess** that applies to all claims;
- an **age excess** also applies if a driver under 25 years of age was using your car at the time of the incident; and

- an **unlisted household member or unlisted regular driver excess** also applies if a driver who was a household member or regular driver, and who was not a listed driver on your policy, was using your car at the time of the incident. This includes you. This excess will not apply to learner drivers as long as another driver listed on the policy is a passenger in your car.

The amounts of the excesses that apply to your policy are shown on your insurance schedule.

When you claim you will need to pay the applicable excess. We'll usually ask you to pay us the required excess when you first make your claim, or we may deduct the excess from our payment to another person for loss or damage to their property.

If we have asked you to pay us the excess, but you haven't paid us, we won't provide any further benefits under this policy until you do pay. We also may not cover any additional costs that arise because of a delay in you paying us.

Refer to the Third Party Property Damage Insurance Premiums, Excesses & Claims Guide for further information.

## If your claim's not covered (when it's a no-can-do)

We'll always assess your claim. If you don't meet your obligations under this policy, or our assessment shows that the incident isn't covered by this policy, we may decide to refuse your claim - even if we had let you lodge it to begin with. If so, we'll give you our reasons in writing.

If we refuse your claim and we've already paid any monies on it, we may recover those monies from you.

You can dispute our refusal if you think we're wrong - please see 'Complaints? Let us know what you think' in Important Information - Part 1 of the PDS for more information.

## How we settle your claim

### Liability cover

We can choose to settle any claims made against you, or to represent you in defending the matter, or we can choose to do both of these things.

## We have the right to recover monies

Once we've paid a claim under this policy we can choose to take legal action in your name, to recover money from any person, or entity we are entitled to. You must give us all the help we need to do this.

But in doing so, if we recover money that belongs to you and was not part of the claim we paid, we will give this to you.

Refer to the Third Party Property Damage Insurance Premiums, Excesses & Claims Guide for further information on how we settle your claim.

## Motor Vehicle Insurance and Repair Industry Code of Conduct

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

We are a signatory to and support the Code.

## Words with special meanings

Sometimes even we have to use words with special meanings to properly explain the cover your policy provides. The words with special meanings used in this Part 2 of the PDS are listed here. Make sure you also read the words with special meanings listed in Important Information - Part 1 of the PDS. Otherwise any words we use are consistent with their ordinary meaning.

**Consequential losses or extra costs** mean financial and non-financial losses or costs following an insured incident, but which are not covered by your policy. Examples include professional or expert costs, or the costs of you helping us with your claim including your time.

**Household member** means anyone who usually lives with you, or at the address where your car is kept overnight.

Your **insurance schedule** means your latest insurance schedule we have given you. It is an important document that sets out the information you've given us, on which we've based our decision to insure you, as well as the individual details of your policy. We'll send you an updated insurance schedule whenever you let us know these details have changed.

**Period of cover** means the time from when your policy starts to when it ends (as shown on your insurance schedule).

**Policy** means your insurance contract. It is made up of Part 1 and Part 2 of the PDS, any Supplementary PDS, and your latest insurance schedule we have given you.

**Regular driver** means anyone who usually drives your car at least once a week.

**Ride share** is when you, or the person using your car, shares a journey in your car with other people, usually to share the costs of the journey. It's a bit like car pooling. To be defined as ride share under this policy you or someone you allowed to use your car must have been making the journey for your/their own purposes anyway, and not be making the journey for the purpose of earning fares.

**Using your car and use your car and use of your car** mean your car being driven, being in the control of, or otherwise being in the care of someone.

**We, us, our and Bingle** mean AAI Limited ABN 48 005 297 807 trading as Bingle Insurance.

**You, your** means the person named as the policyholder on your insurance schedule.

**Your car** is described on your insurance schedule.