

INSURANCE COVER

COMPREHENSIVE CAR INSURANCE.

PRODUCT DISCLOSURE STATEMENT

Preparation Date
18 December 2020

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ABOUT THIS PRODUCT DISCLOSURE STATEMENT AND POLICY.

This Product Disclosure Statement (or PDS for short) contains important information and some details about Bingle's Comprehensive Car Insurance cover to help you decide whether to buy a policy from us.

If you purchase a policy, it is made up of a few things. There's this 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 of 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 25 (below).

Information in the PDS may change from time to time. If the change is to correct a statement or omission that may materially affect you, we'll either send to you a SPDS or a new PDS. For any other minor changes that we don't need to notify you about, the updated information will be available at bingle.com.au or you can ask us for a copy.

Throughout this PDS you'll be referred to a guide with the statement 'Refer to the applicable Premiums, Excesses & Claims Guide for further information'. Each product has its own Guide which will provide you with further information and is available at bingle.com.au.

HOW WE COMMUNICATE WITH YOU.

Here at Bingle, we're big fans of trees. That's why we keep in touch with you electronically. We'll only send your policy documents and policy related communications by email and/or other types of electronic communication (e.g. SMS). Policy documents and policy communications will be provided to you in this way unless we tell you it is no longer suitable. So to make sure we can always get in touch, you'll need to keep us up to date with your current email address and Australian mobile phone number.

When it comes time for you to make a claim, all of our communications with you will also be electronic. That's unless we allow or tell you otherwise.

And so we're clear, you'll be deemed to have received each electronic communication at the time it leaves our information system. If you think something's gone missing, make sure you login and check your policy at bingle.com.au or contact us to let us know.

We're here for your online

If you need any help, you'll find our Help Centre at bingle.com.au

To check the details of your policy, or to make changes to it, login to your policy at bingle.com.au

Extra Support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

WHAT'S THIS COVER ALL ABOUT?

If you have a bingle or other mishap, this insurance can get you back on the road, and protect you from liability claims that other people might make for damage to their property caused by the use of your car.

This policy covers you for:

- ✓ **Accidental loss or damage to your car** that happens during the period of cover; and
- ✓ **Liability cover** for accidental damage to someone else's 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 6 (below).

Your car

Your car is described on your insurance schedule. It includes the keys (after all, you can't start your car without a key!) plus any accessories, or modifications that are permanently fitted to your car. But it doesn't include fuel, lubricants, or anything your car is towing.

Getting a new ride?

How exciting! You'll probably be busy snapping and sharing heaps of photos of it. So we'll give you some time to enjoy your new car without having to immediately let us know.

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. The cover of your previous car ends when the replacement car cover starts.

To make sure you have ongoing cover for your new car, just log in to your policy at [bingle.com.au](https://www.bingle.com.au) and tell us about it, we'll let you know at the time if we can insure your car. A change to your car could mean a change to your premium too. Cover for that replacement car ends 14 days after you replace your car with that replacement car unless you have told us about that replacement car and we have agreed to cover it.

During the time you're covered for a replacement car, cover for loss or damage to the replacement car is limited to what we determine is its market value.

What your car is used for

This policy covers your car when it is used for private use purposes. We also cover it when it is used in connection with heaps of different occupations or types of work, for example on road professionals like salespeople, real estate agents, and tradies just to name a few, 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 at the time of the incident for which you are claiming under your policy.

Refer to 'Excesses' on page 14 (below) for further information. If you ever need to change your policy's listed drivers, just log in to your policy at [bingle.com.au](https://www.bingle.com.au)

Your part of the deal

You must take steps to prevent damage to, or theft of, your car for example:

- move your car away from rising waters including tides;
- do not drive into water;
- do not leave car keys in the car while your car is unattended or not secure;
- accompany anyone test driving your car when it's up for sale.

You must also keep your car well maintained and in a good and roadworthy condition (e.g. replace worn out tyres, replace worn brakes and defective lights, fix paint including clear coats, repair major rust, repair worn upholstery and repair major scratches or dents, fix mechanical and electrical problems).

You must provide honest and complete information for any claim, statement or document supplied 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.

Keep your policy details up-to-date

When the details on your insurance schedule are no longer accurate you must update your policy details as soon as possible. If you've got a new address, you need to change your car's use, or any other details login to [bingle.com.au](https://www.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 4 above). We'll give you a new insurance schedule to confirm any changes.

During the period of insurance you must tell us if you, or any listed or regular 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, malicious or wilful damage.

If you haven't told us about any of the above matters having occurred in any other period of insurance when you held this policy with us, you must also tell us as soon as possible.

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 or lead us to reduce or refuse to pay your claim.

If you don't contact us when you need to you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or 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?

COVER FOR ACCIDENTAL LOSS OR DAMAGE TO YOUR CAR.	
WHAT'S IN ✓	WHAT'S OUT ✗
<p><i>This policy covers accidental loss or damage to your car that happens during the period of cover, for example loss or damage caused by:</i></p> <ul style="list-style-type: none"> ✓ driving accidents; or ✓ nature (e.g. storm, hail, or fire); or ✓ something else (e.g. theft or malicious damage). 	<p><i>Types of loss or damage to your car that we don't cover. There are some types of loss or damage to your car that we don't cover:</i></p> <ul style="list-style-type: none"> ✗ general wear and tear of your car (including the tyres) or any mildew, mould, rust, corrosion, or depreciation; ✗ damage to your car's tyres caused by braking, punctures, road cuts or bursting. ✗ any structural, mechanical, electrical or electronic failure or breakdown; ✗ loss or damage to your car (including loss or damage to your car's engine or fuel system) caused by the incorrect type of fuel being used by you or someone you allow to use your car; ✗ replacement of undamaged parts, including undamaged parts of a whole set when just a part of that set was damaged (such as alloy wheels) – if it's not broken, why fix it?; ✗ loss or damage if you allow your car to be driven after an incident of loss or damage, unless you were not aware this could lead to further damage to your car, or you are acting to prevent further loss or damage such as driving it from a busy motorway. Really, this means that you must take steps to avoid loss or damage, or making things worse; and ✗ incidents that only involve loss or damage to your windscreen, window glass and sun roof, unless you have selected the 'Windscreen and Window Glass Only Cover' option on your policy.

COVER FOR ACCIDENTAL LOSS OR DAMAGE TO YOUR CAR. (CONT)

WHAT'S IN ✓

WHAT'S OUT ✗

Incidents for which we don't cover loss or damage to your car

We don't cover loss or damage that is caused by, or arises from, or involves anything under:

- ✗ the heading 'Liability Cover' subheading 'What's out' on page 8 below; and
- ✗ the sub-heading 'What we don't cover' on pages 9 to 10 below.

Market value

Your car is covered for its market value. Your car includes keys and accessories or modifications that are permanently fitted to your car.

Market value means the amount that the market would pay for the car. The market value of the car includes many factors such as age, make, model, kilometres travelled and general condition of the car. We may use recognised industry publications to assist us in calculating the amount.

Market value excludes costs of registration and compulsory third party insurance, stamp duty and transfer fees, dealer warranty costs and dealer delivery.

Depending on the age of your car, our **New for Old** option might be available to you on this policy. Refer to '**New for Old**' on page 11 (below).

When we determine market value

If we are determining market value as part of settling a claim we'll work out the market value as at the date the loss or damage occurred, but as if the loss or damage you are claiming for had not occurred.

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, including:

- ✓ where the liability is caused by property falling from your car or property being unloaded or loaded from your car; and
- ✓ liability which is caused by the actions (including falling property) of a caravan or trailer which was being towed by your car.

This cover extends to your employer, principal or partner for their legal liability for accidental damage to someone else's property which was caused by you using your car for work.

The most we will pay for all claims for legal liability covered under this policy from any one incident 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:

- ✗ that is caused by your car being used without your consent or permission;
- ✗ if the liability only exists because of an agreement or contract, entered into accepting the liability. But we will provide cover if the liability would have existed without that agreement or contract; or
- ✗ that is caused by, arises from, or involves anything under: the heading 'Accidental Loss or Damage' subheading "What's out" on page 6 above; and under the sub-heading 'What we don't cover on pages 9 to 10 below.

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, so it isn't covered by your policy.

What we don't cover

OK, we do expect you to be sensible with your car. So this policy doesn't cover damage, loss, cost, or liability that is caused by or involves:

The following things relating to your car:

- ✘ your car being used for unlawful purposes to which you gave encouragement, assistance or consented (either expressly or impliedly);
- ✘ your car being driven by, or is in the charge of someone who is not licensed, not correctly licensed or not complying with the conditions of their licence, but we will pay a claim for you (but not the driver or person in charge of your car) if you:
 - were not the driver or person in charge of your car at the time of the incident;
 - did not give encouragement, assistance or express or implied consent to the driving or the incident; and
 - can establish that you did not know and could not have reasonably known of any of the above circumstances.
- ✘ your car being used at the time of an incident if it was unregistered, unless the loss, damage, cost or legal liability was not caused by or did not result from the car being unregistered.
- ✘ your car if it was damaged, unsafe or un-roadworthy at the time of the incident;
- ✘ your car if it was left unattended, unlocked and with the keys left in the car;
- ✘ 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:

- ✘ acts caused intentionally or deliberately by:
 - you or a member of your family;
 - a person who shares ownership of your car;
 - a person acting with your encouragement, assistance or express or implied consent;
 - a person authorised by you to operate your car;

but this exclusion does not apply if you can satisfy us that you didn't know or consent to the act prior to the loss occurring;

- ✘ 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 meet our underwriting guidelines for them to be a listed driver. But this exclusion won't apply to 'Cover for accidental loss or damage to your car' (see page 6, above) if you can satisfy us that you didn't know and couldn't have reasonably known about their insurance, driving, credit or criminal history;
- ✘ any reckless act by you, or by the driver of your car or any person acting with your encouragement, assistance or express or implied consent to the reckless act (such as street racing, burnouts, donuts, driving into water, illegally using a mobile phone, driving at excessive speed);
- ✘ anyone who has 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;

- ✘ anyone who has 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, but we will:
 - pay a claim for you (but not the driver or person in charge of your car) if your car was stolen; or;
 - pay a claim if you can establish that you didn't know and couldn't have reasonably known of any of the above circumstances; or;
 - pay a claim if it can be demonstrated that the above alcohol/drugs/medication intake was not a contributing factor in the incident;
- ✘ anyone who fails to take steps to prevent the loss, damage, or liability (see examples under heading 'Your part of the deal' on page 5). After all, a little care goes a long way.

These things also aren't covered:

- ✘ incidents outside of Australia;
- ✘ loss or damage arising from breach of contract, fraud or deception;
- ✘ extra costs or losses (financial and non-financial loss) following an incident your policy covers:

unless:

 - we gave you written authority prior to incurring these extra costs or losses, and we had agreed to reimburse you; or
 - the costs are covered under 'Additional benefits - a little more help goes a long way' on this page 10 or under 'Liability cover' on page 8 (above);
- ✘ incidents taking place before or after your policy's period of cover;
- ✘ asbestos, asbestos fibres or derivatives of asbestos of any kind;
- ✘ any of the following nasties, whether actually present or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- ✘ any looting, rioting, or any action or response taken by a public authority in relation to the nasties immediately above;
- ✘ any radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- ✘ action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- ✘ any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials;
- ✘ revolution, hostilities, war or other acts of foreign enemy, warlike activity (whether war is declared or not), military coup; or any looting or rioting following these nasties;
- ✘ any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America; or
- ✘ your car being legally confiscated or repossessed.

Additional benefits - a little more help goes a long way

When your car has been stolen or damaged in an incident covered by this policy, we make all of the following additional benefits available to you when they are relevant to the loss or damage that has happened.

Sometimes, we may provide an additional benefit to you before your claim for loss or damage to your car is confirmed as covered under your policy. This does not mean that your claim has or will be covered or that your claim will be paid.

Towing and storage costs

We'll cover the reasonable costs of:

- ✓ towing your car from the scene of the incident (if it can't be driven safely) to our repairer or anywhere else we have nominated or agreed to; and
- ✓ storing your car for any period between your claim being lodged and your claim being settled - if it needs to be held in storage during that time.

We don't cover storage costs for any period before your claim is lodged unless you were not in a position to lodge the claim around the time of the incident, or after your claim is settled or declined.

Emergency travel, accommodation and repairs

If your car can't be driven safely we'll cover the reasonable costs of:

- ✓ emergency repairs to your car to make it safe to drive so that you can get it to your next destination; and
- ✓ emergency accommodation and travel to your next destination. Emergency accommodation will only be covered if you incurred the cost as a direct result of the loss or damage to your car.

Your next destination is either the place you were headed to at the time of the incident (if you were travelling when your car was stolen or damaged), or your home. We won't cover costs for your travel or accommodation beyond that.

Baby capsules and child seats

We will cover the reasonable costs of:

- ✓ replacing the baby capsules and/or child seats stolen or damaged in an incident covered by this policy up to a maximum of \$500 per item for any one incident.

Optional extras

If you've chosen an optional extra (option) and we've agreed for you to have it on your policy, then you'll see it on your insurance schedule. An extra premium will apply to each option you have.

New for Old

That brand new car feel is great isn't it? That's why, when you've taken out this option and your car's determined by us to be a total loss, we'll replace it with a new car of the same make and model, provided your car is less than three (3) years old at the start of your latest period of cover (based upon your car's date of manufacture) and a new car is available within 90 days of us deciding your car is a total loss. You may be able to show your car's age by registration or other purchase documents.

If it's possible for us to supply you with a new car of the same make and model within that time period, we'll replace your car with a new car of the same make and model, including similar options, accessories or modifications.

If it's not possible for us to supply you with the same make and model within 90 days of deciding your car is a total loss, we'll supply you with a new car that is the nearest similar available make and model to your car. When deciding what is the nearest similar available make and model we'll take into account engine size, transmission, fuel, number of doors, air conditioning, length of the manufacturer's warranty, seat coverings and category e.g. economy, compact, intermediate, sedan, wagon, utility vehicle. We won't take into consideration brand reputation, top speed, torque or aesthetics.

In both cases we will only provide you with a new car if anyone who financed your car provides us with written consent. Also, in both cases we'll pay the on road cost such as stamp duty, CTP, registration and delivery charges applicable and your policy will continue until its expiry date.

If a replacement car cannot be supplied:

- within the conditions listed above; or
- an agreement cannot be reached between us on a replacement car;

Then we will pay you the reasonable replacement cost of a similar make or model to your car (including the initial registration, CTP insurance, delivery charges and stamp duty costs), or the market value of your car, whichever is higher. All cover under your policy stops and your policy comes to an end. There is no refund of the premium. We'll also take ownership of your car, and we're entitled to any salvage value it has, **unless** your credit provider has those entitlements.

Depending on the age of your car, this option may not be available to you.

Windscreen and Window Glass Only Cover

We'll be upfront with you. Because of the size of your excess it's unlikely that you'll be able to make a claim if the windscreen of your car is the only thing that's been damaged. That's why we have this option. This option provides you with cover for the reasonable cost of repair or replacement when the only loss or damage to your car is to the windscreen or window glass, including the sun roof. Where available we will use aftermarket parts for windscreens and window glass (including sun roof) and repairs will meet Australian Design Rules. You can make unlimited claims on this optional extra for incidents that occur during the period of cover.

And we don't charge you any excess if you make a claim under this option only.

Keep Mobile

We're a busy bunch these days. This option keeps you mobile when your car is off the road because of an incident covered by this policy, so you don't have to slow down.

You'll get - **Copycat Cover** and **Hire Car**.

Copycat Cover. If, due to an incident covered by this policy, your car is not safe to drive, or is at our repairer, or has been stolen, you'll receive our **Copycat Cover**.

In a nutshell, this means that while we settle your claim, you receive the same insurance cover for whatever car is being used in place of your car as we provide to your car under this policy. This means that any listed drivers on your policy will also be listed drivers when they drive that other car. However, cover for loss or damage to the car being used is limited to its market value.

Whether the car belongs to your mum, your mate, or a share car provider, we don't mind. We just can't provide **Copycat Cover** on a car being used without the owner's consent. And if you need to make a claim with us relating to the substitute car, you'll need to authorise us to lodge the claim on your policy and pay us any applicable excess.

Hire Car. Bingle will arrange for a hire car for you to use. The hire car will be one that is a similar make and model to your car. If a similar make and model to your car is not available, you can choose the nearest equivalent car from our provider, but only if our provider has one available, and is within a reasonable distance of your location.

You can use a hire car for as long as it takes us to settle your claim. But, if we can't provide you with a hire car from one of our providers within a reasonable distance from your location, we will pay you up to \$50 a day (including GST) to help you make your own travel arrangements. We'll pay from when you asked us to arrange a hire car, to until we have settled your claim.

Don't forget - during the time you have a hire car it is also covered by our **Copycat Cover**.

Refer to 'Keeping up with claims under the **'Keep Mobile'** option' on page 17(below) for further information.

WHEN YOU NEED TO CLAIM.

What can you claim for and how often?

Whether you've had a bump, a scrape, or a big bingle, you can make a claim online 24/7 at [bingle.com.au](https://www.bingle.com.au)

We'll treat each separate incident as a separate claim. For example, if the rear and front of your car have been damaged in two separate incidents, then you'd make two claims.

Damage control

Found yourself in a bingle?

- **Make sure everyone is safe** and OK. For emergencies, call 000.
- Try to **prevent any further loss, damage or liability** (e.g. move your car off the road and put on your hazard lights). Don't forget that we may not cover loss or damage to your car arising from you allowing your car to be driven after an incident of loss or damage (see 'Cover for accidental loss or damage to your car' on page 6 above). But we will reimburse you your reasonable emergency repair costs. Take a look at 'Emergency travel, accommodation and repairs' on page 11 (above).
- If your car is stolen, has been attempted to be stolen or maliciously damaged, **report the incident to the police**, or if someone is injured or there is a hazard to other people. If so, you should 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 before contacting us. This will be sorted out later during the claim process.
- Where possible, **collect the full names, addresses and contact numbers** of any drivers involved, along with passengers and witnesses.
- You'll should also try 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, where possible get their full details and details of their insurance too.
- You must never authorise or pay for your own repair work unless we've given written authority, except for emergency repairs (as described in 'Emergency travel, accommodation and repairs' on page 11 (above)).

Making a claim

First things first – login to [bingle.com.au](https://www.bingle.com.au) and follow the prompts. You, and the person using your car at the time of the incident (if not you) will need to make sure you're giving us assistance, co-operation and information we reasonably need in relation to your claim, and that it's all accurate too. This is so we can work out the cause, extent, and value of your claim.

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

Some of the things we might need you to help us out with are:

- 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.
- Making your car available for us to **inspect** so we can assess the damage and progress with the claim.
- Giving us proof of ownership or value for your car, like your registration papers or things like sales receipts, warranties, or service books. A statutory declaration is not of itself considered acceptable evidence of proof of ownership and value.
- Providing us with **proof of costs** you have incurred, such as receipts - if they are covered by an additional benefit, optional extra, or were otherwise authorised by us in writing before you incurred them.
- 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 soon as possible after 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 13 (above), and 'Making a claim' on page 13 (above), we can reduce or refuse to pay 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 **unless** otherwise stated;

- 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.

If you claim, you'll need to pay any applicable excess.

You can choose from the following options to pay your excess:

- you can pay the excess(es) directly to us before we finalise your claim;
- the excess(es) can be deducted from the amount we pay for your claim (if any);
- in some instances, the excess(es) may be paid to the appointed repairer or supplier; or
- in some instances, the excess(es) may be deducted from the amount we pay to another person for loss or damage to their property.

We will not cover any legal or other costs that arise because of any delay in paying the excess.

We'll usually ask that you pay the excess when you first make your claim. But if don't pay your excess when you first make your claim it doesn't impact the cover under your policy or your ability to make a claim and you can choose how to pay your excess in accordance with your options under 'How to pay your excess' (above).

We'll waive the excess if you or the driver didn't contribute to the accident (this means the other driver was entirely at fault). You may be able to show this by the Australian Road Rules, providing a police report, expert reports, statement from a witness or photographs. You'll also need to provide us with the name and address of the person who was at fault, and the registration number of the vehicle(s) involved.

If you cannot supply the at-fault driver's name, address and vehicle registration number it means we will not be able to waive your excess. It doesn't otherwise impact the cover under your policy or your ability to make a claim.

Payment of the excess doesn't mean your claim has been accepted. See 'If your claim's not covered (when it's a no-can-do)' on this page 15.

If we're settling your claim by a payment to you, and you haven't paid your excess yet, we'll usually just deduct the excess from our payment to you, or we may deduct the excess from our payment to another person for loss or damage to their property.

But if you are only claiming under the **Windscreen and Window Glass Only Cover** option on page 12 (above), you don't have to worry about paying an excess at all – an excess doesn't apply to that option.

Refer to the Comprehensive Car 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. If so, we'll give you our reasons in writing.

If we refuse your claim and we've already paid any payments on it, including on optional extras or additional benefits, we may recover those costs from you.

You can dispute our refusal if you think we're wrong - please see 'Complaints? Let us know what you think' on page 23 for more information.

HOW WE SETTLE YOUR CLAIM.

If your car is stolen

If your car is stolen, and found with damage within 14 days of its theft, we'll settle your claim under 'Damage to your car' (below).

If, after 14 days your car is not found and your claim for theft of your car is otherwise payable under your policy, we'll determine your car to be a total loss.

Damage to your car

For damage to your car we'll either:

- ✓ repair or replace the damaged parts using our repairers; or
- ✓ pay you the amount of the assessed quote from our repairer to repair or replace the damaged parts of your car if our repairer can complete the repairs or replace the damaged parts of your car but you request a cash settlement; or
- ✓ pay you the amount of the assessed quote from your repairer if one of our preferred repairers cannot complete the repair or replace the damaged parts of your car; or
- ✓ settle your claim as a total loss, see page 16 for how we settle your claim as a total loss.

We'll make a payment to you if:

- we've both agreed the damage is 'just a scratch'. This is when an incident causes only minor cosmetic damage to your car, which doesn't affect its ability to be driven safely. In these instances we'll offer to settle by making a payment to you for the amount of the assessed quote from your repairer for the repair of the "scratch". We'll only settle this way if you also agree; or
- the parts we need for your car aren't available, not even overseas (in which case we'll value the parts at their last known market value); or
- you refused to contribute and your claim is settled as outlined in 'Contribution to repairs' on page 19 (below).

Where '**New For Old**' option on page 11 does not apply, the maximum payment will be what we determine your car's market value to be, less an amount equal to any applicable Input Tax Credit.

When your car is a total loss

If we determine your car to be a total loss and we didn't settle your claim under the '**New for Old**' option on page 11 (above), we'll settle your claim by a total loss payment.

We'll take ownership of your car, and we're entitled to any salvage value it has, **unless** your credit provider has those entitlements. We'll deduct unexpired registration and compulsory third party (CTP) insurance from your settlement.

This could sound a bit complicated so, in a nutshell, a total loss payment is calculated as follows:

- It starts with what we determine is your car's market value; then
- less any applicable excess you haven't yet paid;
- less any unpaid premiums for the full period of cover;
- less any unused registration costs and CTP insurance; and
- less the amount equal to any applicable Input Tax Credit that you are entitled to.

If your car is financed, we'll firstly pay your credit provider what they are entitled to (up to the value of your claim) less our estimate of its salvage value if they are entitled to it, and pay you whatever balance is left.

Your policy comes to an end after a total loss payment. But we really hope you insure your next car with us!

Liability cover

You must provide us with assistance to help us when we take action in your name to defend a claim against you from the third party who alleges that you have caused damage to their property. This assistance may include providing copies of photographs or video of the accident available.

Additional benefits

We'll settle your claim or provide you with services under an additional benefit in accordance with that additional benefit. If we are covering reasonable costs that you've already paid yourself, we will pay you that value, less an amount equal to any applicable Input Tax Credit.

Keeping up with claims under the 'Keep Mobile' option

If you're making a claim for **Hire Car**, you may be required to enter into an agreement with our hire car provider. You're responsible for all running costs, fuel and extras of the hire car including paying the deposit and security bond. You'll be required to collect the hire car and return it to the place nominated by us or the hire car provider. If you keep using the hire car after the time we allowed you to use it, or you want to upgrade the hire car, you will be directly responsible to pay any costs not covered by your policy to our hire car provider.

You agree and authorise us to lodge a claim on your policy in the event that the hire car is lost or damaged whilst on hire to you and we insure you under the cover provided with '**Copycat Cover**'

You are required to refund to us any costs (including any insurance costs) we incur for the hire car, if you withdraw your claim or we refuse to accept it.

For claims under **Copycat Cover**, if the car being used is already covered by another insurance policy held by someone else with another insurer, then we will not cover any loss, damage, or liability under this policy. But we will reimburse the person who paid it, the value of any excess paid to the other insurer of that car which was required to be paid on the claim.

Refer to the Comprehensive Car Insurance Premiums, Excesses & Claims Guide for further information on how we settle your claim.

REPAIRING YOUR CAR – WE USE OUR REPAIRERS.

If we repair or replace damaged parts of your car we'll always do so using our repairers.

Getting your car to and from our repairer

- If your car isn't safe to drive we'll arrange for it to be taken to our repairer; or
- If your car is safe to drive we'll arrange a time with you to bring it to our repairer.

Once your car has been repaired and is safe to drive again, you'll need to pick it up from our repairer.

Bingle's lifetime repair guarantee

It's a big thing having your car repaired, so we give you a lifetime guarantee on the quality of the workmanship, and materials used by our repairers when repairs are authorised by us, for the life of your car - even after you sell the car.

So if you get your car back and you're not happy with the quality of the repairs, hop onto [bingle.com.au](https://www.bingle.com.au) and let us know. You'll then need to make your car available for us to inspect. If rectification is needed we will do the necessary rectification work, **unless** in our opinion it is not safe or economical for us to do so, in which case we will declare your car a total loss.

When we repair your car - including the parts we use

When we repair your car, we will:

- ✓ Use quality new parts or, where available, quality reusable parts.

Parts used will:

- be consistent with the age, condition and appearance of your car;
 - not void the warranty provided by the car's manufacturer;
 - preserve or improve the safety and structural integrity of the car; and
 - comply with the vehicle manufacturer's specifications and applicable Australian Design Rules.
- ✓ Try to source replacement identification for your car (like the compliance, build, or VIN plate) from its manufacturer if these have been damaged. If we can't source any of these, we'll try to obtain a letter from its manufacturer to confirm your car's identity. No matter what, we'll ensure your repaired car has the identification that is required by law; and
 - ✓ We'll try to repair your car as quickly as possible. But there are some things we can't control, like delays in obtaining parts from other places in Australia, or overseas. If a part is unavailable in Australia, we will pay the cost of surface freight, but not airfreight, from the nearest reasonable source of supply. We will not pay for any additional hire car costs due to the delays in the delivery of parts.

When we repair your car we won't

When we repair your car, we won't:

- ✗ Pay any extra to repair it to a better standard, specification, or quality than what it was immediately prior to the incident of loss or damage covered by this policy.

Contribution to repairs

Sometimes we might need to fix or repair damage to your car that isn't covered by this policy (such as wear and tear, or pre-existing damage) in order to fix the damage that you are covered for. If this happens you may need to contribute to the cost of repairing that non-covered damage.

We'll work out how much you need to contribute based on how worn or damaged those items were at the time the covered damage happened. If you don't agree to pay these amounts, we'll pay you the amount determined to be the cost of repairs for the amount of the assessed quote from your repairer directly related to the accepted claim. Take a look at 'Damage to your car' on page 16 (above) for more information on what happens when we settle a claim by making a payment to you.

If we don't authorise repairs

If we pay you the amount of the assessed quote we don't authorise repairs. If we don't authorise repairs you will not be entitled to the lifetime guarantee.

LET'S TALK ABOUT YOUR PREMIUM.

Your premium

The amount you pay us for your insurance is your premium. This is the amount we determine that reflects the likelihood of you making a claim, together with other factors related to our cost of doing business. It includes stamp duty, GST and any other government charges and any levies that apply. A change to your policy details could mean a change to your premium too.

Each time you renew your policy your premium is likely to change, even if your personal circumstances have not changed. This is because your premium is affected by other things such as our expenses of doing business and changes in our approach to how we determine your premium. Your renewal premium will be shown as the 'total amount payable' on the renewal notice we send you with your insurance schedule or, if you pay by instalments, the instalment premium will be shown as 'instalment amount'.

Refer to the Comprehensive Car Insurance Premiums, Excesses & Claims Guide for further information.

Paying your premium

We'll always let you know when you need to pay us your premium, as well as how much it will be, and how you can pay. If you do not pay the premium due by the due date, you will have no cover from that due date.

A change to your policy details could mean a change to your premium. Depending on how you pay your premium, if we owe you a refund, you'll either receive it as a payment, or we'll reduce your remaining instalments. If you end up having to pay extra premium, you'll need to do this once you've made the change, unless you pay your premium by instalments in which case we'll add it to the instalments you have left.

Paying by instalments

If you're eligible, you may want to pay your premium by instalments. But just so you know, the total premium will be higher than if you pay one lump sum for the whole year. If you do pay your premium by instalments, you'll be responsible for any fees your financial institution or payment provider might apply (including dishonour fees).

When your policy's set to expire and we offer to renew your policy, we'll send you a renewal notice before your policy expiry date. Unless you cancel your arrangements for paying your premium by instalments, you'll continue to pay by instalments for the new period of cover. You can log in to [bingle.com.au](https://www.bingle.com.au) if you do not want this. The instalment amount will be based on the terms that apply to your policy on renewal.

What happens if your instalment is overdue?

If you're paying your premium by instalments and an instalment's overdue we'll let you know and we can cancel your policy:

- by giving you at least 14 days advance notice; or
- without notifying you in advance if the instalment is 1 month (or more) overdue.

HOW DO CANCELLATIONS WORK?

To cancel your policy, just log in to [bingle.com.au](https://www.bingle.com.au). You'll have no cover under your policy from the date and time of cancellation. Of course, we'll be sorry to see you go.

If you cancel...

You may cancel this policy at any time. If you cancel this policy, you'll be refunded the unexpired portion of the premium, less any non-refundable government charges if the refund is more than \$1 (GST inclusive).

If you pay your premium by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is immediately due and payable.

... or if we cancel

We can cancel your policy where the law allows us to do so. If we cancel your policy, you'll be refunded the unexpired portion of the premium, less any non-refundable government charges if the refund is more than \$1 (GST inclusive).

If we cancel your policy due to fraud we won't refund any money to you.

COOLING OFF?

It's more than just a cold shower on a hot day.

It means that if you want to return your policy after it begins, or after you renew your policy for another period of cover, you're free to do so within 21 days of when your policy starts. As long as you haven't made a claim, we'll refund in full the money you have paid (including GST if applicable). But this means you no longer have the cover you otherwise would have had for that period of cover. Take a look at 'How do cancellations work?' on page 20 (above) for details about cancellations after 21 days.

SPECIAL CONDITIONS.

We might impose special conditions on your policy that exclude, restrict or extend cover for certain persons or in certain situations. These will be shown on your insurance schedule, so it's important that you read it carefully.

OUR RIGHT TO RECOVER FROM THOSE RESPONSIBLE.

If you've suffered loss or damage or incurred a legal liability as a result of an incident covered by this policy, and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss. "Your loss" means your insured, underinsured or uninsured loss, damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for an incident and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the reasonable costs you incur when having to attend court up to a limit of \$250 in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

HOW THE GOODS AND SERVICES TAX (GST) AFFECTS THIS INSURANCE.

All cover limits in your policy include GST.

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

If your vehicle is a total loss we will reduce any payment we make by an amount equal to your input tax credit entitlement, if any. In all other circumstances our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

COMPLAINTS? HOW TO CONTACT US.

Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help. Contact us by email: consumerfeedback@bingle.com.au

Complaints can usually be resolved on the spot or within **5** business days.

Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

By phone: 1300 241 291

By email: idr@bingle.com.au

In writing: Bingle Customer Relations

PO Box 14180, Melbourne City Mail Centre VIC 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere. AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

By phone: 1800 931 678

By email: info@afca.org.au

In writing: Australian Financial Complaints Authority,

GPO Box 3, Melbourne VIC 3001

By visiting: www.afca.org.au

OTHER STUFF YOU NEED TO KNOW.

General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website [insurancecouncil.com.au](https://www.insurancecouncil.com.au) or by calling (02) 9253 5100.

Financial Claims Scheme

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent, and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles people who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

You can find more information about the FCS from APRA at www.apra.gov.au or phone the APRA hotline on 1300 10 13 20.

Fighting the good fight against fraud

Fraud affects everyone. From the additional costs honest policyholders are hit with, to the valuable community resources it chews up, we all feel the sting of fraudulent activity. We're committed to fighting fraudulent and inflated claims so we can keep your premium low.

These claims will be investigated, and may be reported to the police.

You can help us fight insurance fraud by reporting incidents where you suspect or know that an insurance claim involved fraudulent behaviours like staged incidents, inflated damage claims, intentional behavior by, or allowed by, the policy holder, or anything else that just seems to be outright dodgy or suspicious.

To report suspected insurance fraud, call 1300 881 725 or email intelligence@suncorp.com.au.

WORDS WITH SPECIAL MEANINGS.

Sometimes even we have to use words with special meanings to properly explain the cover your policy provides. If a word does not have a special meaning listed below then it just has its ordinary meaning.

Accessories are any addition to your car which do not change the performance or structure of your car.

Assessed quote means an experienced motor vehicle assessor we appoint assesses the quote from our preferred repairer, or if our preferred repairer cannot complete the repairs, the quote we have asked you to obtain from your own repairer, to make sure it meets industry standards including appropriateness of materials, repair method, labour costs, material costs, safety and overall cost effectiveness of the repairs. The quote may be adjusted or reduced on the recommendation of the assessor. This assessed quote to repair or replace the damaged parts of your car may be less than what it would cost you to arrange the repairs with your own repairer, or equal to or less than the amount of repairs quoted by your repairer or that you have paid. We are able to secure supplier discounts from our preferred repairers.

Extra costs or losses mean financial and non-financial losses or costs following an insured incident, but which are not covered by your policy.

Examples include loss of income or wages, medical expenses, professional or expert costs, the costs of you helping us with your claim including your time (unless stated otherwise in your policy), travel costs, costs related to stress or anxiety, cleaning costs, or your car's value being less after its repair.

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

Incident or event means a single event, accident or occurrence which you did not intend or expect to happen and that is not excluded by your policy. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

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.

Market value see page 7.

Modifications are alterations made to the manufacturer's standard body, engine, suspension, wheels or paintwork of your car which may affect its performance, value, safety or appearance.

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

Private use means your car is not used in connection with earning any income. Travel to and from your place of work is private use.

Policy means your insurance contract. It is made up 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, or anyone who is driving your car in connection with ride share services.

Ride share is when your car is used to provide trips or journeys through ride share or ride hail apps. Examples of ride share or ride hail apps include, but are not limited to, UberX, Ola, Lyft and GoCatch. A taxi or hire car is not treated as ride share for this policy.

Total loss means that the damage to your car is so great that it would not be safe or economical to repair, or when your car has been stolen and not recovered after 14 days and your claim for the theft of your car is otherwise payable under your policy. We will also have regard to the law in relation to what is considered a write off that applies in your State or Territory when determining when a car is to be written off.

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 see page 4.

INSURANCE ISSUED BY AAI LIMITED
ABN 48 005 297 807
AFSL NO 230859 TRADING AS BINGLE INSURANCE