

# Car Insurance

Underwritten by Hollard

Combined Product  
Disclosure Statement &  
Financial Services Guide

Prepared 1 Feb 2020



# Get the most from your insurance

## Review your policy to make sure it's right for your needs

This combined Product Disclosure Statement (PDS) and Financial Services Guide (FSG) sets out how this insurance works, what your responsibilities are and what happens if you need to make a claim.

We know it's a lot to take in, but taking the time to read it now will help you get the most from your insurance.

## Manage your policy online

You can make changes to your policy, update your payment methods and make claims online 24/7.

Visit [beopen.com](https://beopen.com)

If you bought your policy through a partner you may also be able to view your policy and make changes from your online account on their website.

## We're here to help



Chat with us at [beopen.com](https://beopen.com)



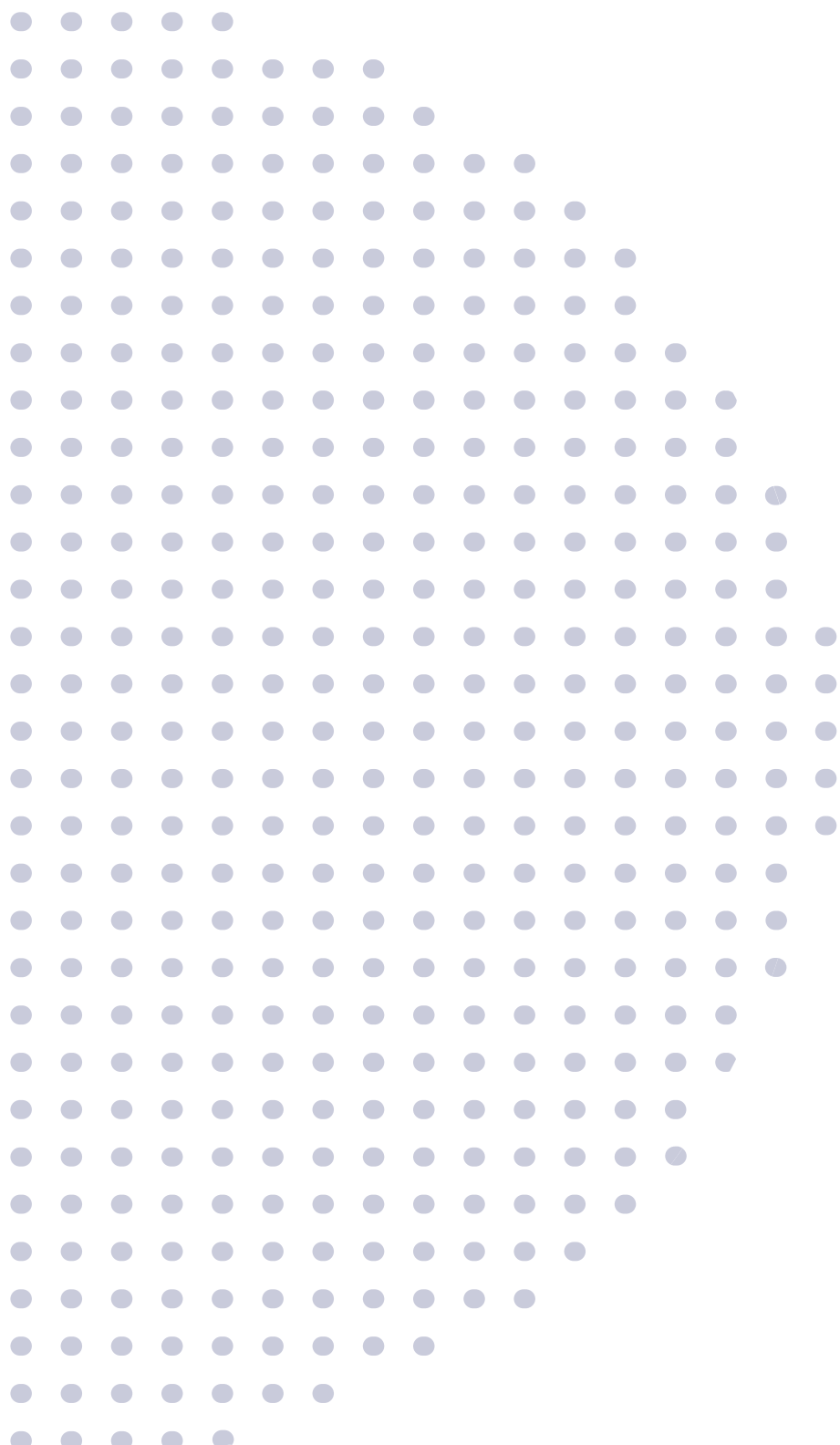
[help@beopen.com](mailto:help@beopen.com)



1300 811 224



# Welcome, & thanks for choosing Open



## Product Disclosure Statement (PDS)

This PDS is issued by The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473, AFSL No. 241436. Hollard is responsible for this PDS.

Open Insurance Pty Ltd, ABN 23 166 949 444, AFSL 451712 (Open) has binding authority from the insurer to issue, vary or dispose of this insurance and administer and settle claims of this insurance. This means that Open acts as an agent of the insurer and not you.

This document contains details of your cover (your policy), your responsibilities, the claims process and how and when to get in touch with us.

This PDS uses words that have special meaning. For the definitions of these words, refer to [pages 58-60](#).

You can download this PDS from [beopen.com](http://beopen.com), or you can call us on **1300 811 224** and we will send you a free copy.

When we agree to enter into your policy we will issue you with a Certificate of Insurance.

Your Certificate of Insurance gives you specific, detailed information about your policy cover and may vary the standard terms and conditions of the PDS depending on your specific circumstances.

Carefully read the PDS and Certificate of Insurance together to understand the cover, your obligations, and to compare and consider whether this product is right for you.

By entering into your policy, you confirm that you have read the PDS and Certificate of Insurance when provided to you.

Keep these documents in a safe place for future reference.

## 14 day cooling-off period

If you decide that this policy is not for you and you have not made a claim, you may cancel this policy within 14 days of it starting (this also applies to each renewal).

If you cancel within the 14 day cooling-off period, we will refund any premiums you have paid for the policy, less any government levies, taxes or duties that we cannot recover. Even after this cooling-off period ends, you may still cancel your policy – [see page 47](#).



### It's very important that you comply with:

- your 'Duty of Disclosure' ([see page 34](#)); and
- the terms of your policy

If you do not, we may refuse to pay your claim or reduce the amount we pay you. By law, we may also cancel your policy.



# What's in this PDS?



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# Cover explained

Insurance policies are all different, so make sure you know exactly what you are, and are not, covered for.



# You can choose from 2 types of cover

All cover is subject to terms and conditions including limits and excesses in the policy. You can find this information in the following sections.

## Third Party Property Cover

This covers you for damage to other people's vehicles and property. [See page 7](#)

## Comprehensive Cover

Covers you for damage to your car, as well as for damage to other people's vehicles and property. Plus much more! [See page 15](#)

	Third Party Property Cover	Comprehensive Cover
You cause damage to another person's property	✓	✓
Your vehicle suffers loss or damage as a result of a collision	✗	✓
Your vehicle suffers loss or damage as a result of a natural event	✗	✓
Your vehicle suffers loss or damage as a result of a malicious act	OPTIONAL COVER	✓
Your vehicle is damaged or lost as a result of theft	OPTIONAL COVER	✓
Your vehicle suffers loss or damage as a result of fire	OPTIONAL COVER	✓
Fixed Kilometre Plan	✗	OPTIONAL



# Third Party Property Cover

This covers you for damage to other people's property. Plus optional Fire & Theft Cover.

**Damage to other  
people's property**

Page 8

**Damage in an accident  
with an uninsured driver**

Page 9

# Damage to other people's property

If you cause damage to other people's property and you are legally liable to pay for compensation.

What we cover	Conditions
<p><b>Legal liability cover - up to \$20 million</b></p> <p>We will pay for amounts you are legally liable to pay as compensation for damage to other people's property occurring during the period of insurance that:</p> <ul style="list-style-type: none"><li>• arises from an accident that is your fault; and</li><li>• was caused by or arises out of the use of your car, a substitute car, or your trailer or caravan attached to your car at the time of the accident. The most that we will pay for any legal liability from an accident is \$20 million. This amount includes all legal costs and expenses covered by the policy.</li></ul> <p>We will also pay legal costs and expenses that we approve for any court proceedings for your legal liability covered under this legal liability cover.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under Third Party Property Cover.</p> <p>This cover is extended to apply to any person who is driving, using or in charge of your car with your permission or any passenger getting into or out of your car.</p>





# Damage in an accident with an uninsured driver

If your car is damaged in an accident caused by another person who is uninsured.

What we cover	Conditions
<p><b>Damage to your vehicle - up to \$3,000</b></p> <p>If your car has been damaged in a collision that has been caused by another person who is not insured, we will cover you for the lesser of:</p> <ul style="list-style-type: none"><li>• up to \$3,000; or</li><li>• the market value of your car,</li></ul> <p>for:</p> <ul style="list-style-type: none"><li>• damage to your car;</li><li>• essential repairs of damage caused in the accident, being the reasonable costs incurred by you for essential repairs to restore your car to a roadworthy and safe condition so that you may drive it to your intended destination; and</li><li>• towing, being the reasonable costs of removing your car to the nearest safe or secure place, if necessary.</li></ul>	<p><b>We will only do this if:</b></p> <ul style="list-style-type: none"><li>• the other person does not have insurance cover for damage they cause to third party property; and</li><li>• you satisfy us that you did not cause or contribute to the accident; and</li><li>• you are able to provide the name and address of the person who caused the accident; and</li><li>• you are able to provide the registration number of the other car involved.</li></ul>





# Third Party Property Cover options

You can choose to add coverage for fire & theft to your Third Party Property Cover policy for an additional cost. If you purchase this option, it will be shown on your Certificate of Insurance.

**Fire & Theft Cover**

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OPTIONAL COVER

# Fire & Theft Cover

PART



If your car suffers loss or damage due to:

- theft or attempted theft
- malicious damage
- fire

What we cover	Conditions
<p><b>Loss or damage to your car</b></p> <p>We will pay up to the lesser of \$10,000 or the market value, if your car is lost or damaged due to:</p> <ul style="list-style-type: none"><li>• theft or attempted theft; or</li><li>• malicious damage; or</li><li>• fire.</li></ul>	



OPTIONAL COVER

# Fire & Theft Cover

PART

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- 2**
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If your car suffers loss or damage due to:

- theft or attempted theft
- malicious damage
- fire

## What we cover

### Hire car after theft - up to \$70 per day for up to 14 days

If your car is stolen, we will at our discretion organise the hire of a car for you or reimburse you the cost of hiring a car if approved by us.

## Conditions

Your claim for this benefit must arise from a valid claim for theft of your car under the optional Fire & Theft Cover.

If we agree to reimburse the cost, you will need to submit a copy of the relevant invoice.

Our payment will be limited to a daily hire amount of up to \$70 and a maximum hire period of 14 days.

### Cover will cease the earlier of:

- when the car is recovered (and repaired if necessary); or
- the maximum hire period is reached; or
- when we pay your claim.

### We will not pay any:

- running costs of the hired car;
- additional hire car costs;
- or
- accidental loss or damage to the hired car.



OPTIONAL COVER

# Fire & Theft Cover

PART



If your car suffers loss or damage due to:

- theft or attempted theft
- malicious damage
- fire

What we cover	Conditions
<p><b>Essential repairs - up to \$500</b></p> <p>We will pay up to \$500 for essential repairs to restore your car to a roadworthy and safe condition so that you may drive to your intended destination.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under the optional Fire &amp; Theft Cover.</p>
<p><b>Personal property - up to \$500</b></p> <p>We will pay up to \$500 for theft or damage to personal property. This benefit only covers loss or damage to personal items which are designed to be worn or carried, such as clothing, a handbag or sportsbag, that are in your car at the time of an event.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under the optional Fire &amp; Theft Cover.</p> <p><b>We do not cover:</b></p> <ul style="list-style-type: none"><li>• mobile devices such as mobile phones, laptops, tablets, portable game machines, musical and photographic devices, equipment, tools and/or items or goods used in connection with any business, trade or occupation;</li><li>• cash, credit cards or cheques;</li><li>• negotiable documents connected with business use, including any trade, business or occupation;</li><li>• property being carried in or on a trailer or caravan.</li></ul>



OPTIONAL COVER

# Fire & Theft Cover

PART



If your car suffers loss or damage due to:

- theft or attempted theft
- malicious damage
- fire

What we cover	Conditions
<p><b>Emergency travel and accommodation - up to \$500</b></p> <p>We will pay up to \$500 for your accommodation and travel if you are more than 200 kilometres from your home and your car cannot be driven.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under the optional Fire &amp; Theft Cover.</p>
<p><b>Locks and keys - up to \$1,000</b></p> <p>If your keys are stolen, we will pay up to \$1,000 to replace or recode your car's locks and keys. This benefit is only payable if the theft has been reported to the police and the keys were not stolen by a family member, invitee or person who normally resides with you.</p>	<p>Your policy's basic excess will apply to any claim submitted for this benefit.</p>
<p><b>Towing costs - reasonable costs</b></p> <p>We will cover where necessary the reasonable costs of towing your damaged car to the nearest safe or secure place.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under the optional Fire &amp; Theft Cover.</p>



# Comprehensive Cover

Covers you for damage to your car, as well as for damage to other people's property. Plus much more!

**Accidental loss or  
damage**

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**Damage to other  
people's property**

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# Accidental loss or damage

PART



If your car suffers loss or damage due to:

- collision
- theft or attempted theft
- malicious damage
- fire
- natural events

What we cover	Conditions
<p><b>Loss or damage to your car</b></p> <p>We will pay up to the agreed value (if you have an agreed value policy) or market value (if you have a market value policy) if your car is lost or damaged due to:</p> <ul style="list-style-type: none"><li>• collision;</li><li>• theft or attempted theft;</li><li>• malicious damage;</li><li>• fire; or</li><li>• natural events.</li></ul>	





# Accidental loss or damage

PART



If your car suffers loss or damage due to:

- collision
- theft or attempted theft
- malicious damage
- fire
- natural events

What we cover	Conditions
<p><b>New for old car replacement 24 months</b></p> <p>If we accept a claim for theft of or damage to your car and we declare it to be a total loss within the first 24 months of the starting date of its original registration, we will, provided that you are the first registered owner, at our option:</p> <ul style="list-style-type: none"><li>• replace your car with a new car that we consider to be of the same or similar make, model or series (subject to local availability), including similar accessories, modifications not otherwise excluded; and</li><li>• pay the applicable on road costs (transfer fees, stamp duty, dealer delivery costs, registration and Compulsory Third Party insurance) of the new car.</li></ul> <p>If we elect not to replace your car, refer to <a href="#">page 39</a> for details on how we will settle your claim.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.</p> <p>We do not cover the cost of replacing or purchasing an extended warranty or any other insurance.</p> <p>Where your car is financed we will require written consent from your financier in order to provide a replacement car.</p>



# Accidental loss or damage

PART



If your car suffers loss or damage due to:

- collision
- theft or attempted theft
- malicious damage
- fire
- natural events

What we cover	Conditions
<p><b>Hire car after theft - up to \$70 per day for up to 14 days</b></p> <p>If your car is stolen, we will at our discretion either organise the hire of a car for you or reimburse you the cost of hiring a car if approved by us.</p>	<p>Your claim for this benefit must arise from a valid claim for theft to your car under Comprehensive Cover.</p> <p>If we agree to reimburse the cost, you will need to submit a copy of the relevant invoice.</p> <p>Our payment will be limited to a daily hire amount of up to \$70 and a maximum hire period of 14 days.</p> <p><b>Cover will cease the earlier of:</b></p> <ul style="list-style-type: none"><li>• when the car is recovered (and repaired if necessary); or</li><li>• the maximum hire period is reached; or</li><li>• when we pay your claim.</li></ul> <p><b>We will not pay any:</b></p> <ul style="list-style-type: none"><li>• running costs of the hired car; or</li><li>• additional hire car costs; or</li><li>• accidental loss or damage to the hired car.</li></ul>



# Accidental loss or damage

PART



If your car suffers loss or damage due to:

- collision
- theft or attempted theft
- malicious damage
- fire
- natural events

What we cover	Conditions
<p><b>Trailer and caravan cover - up to \$1,000</b></p> <p>We will pay up to \$1,000 to cover the costs of any accidental loss or damage to a trailer or caravan that occurs while it was attached to your car.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.</p>
<p><b>Essential repairs - up to \$500</b></p> <p>We will pay up to \$500 for essential repairs to restore your car to a roadworthy and safe condition so that you may drive to your intended destination.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.</p>
<p><b>Transit cover</b></p> <p>We will pay for loss or damage to your car caused whilst it is being transported (including loading and unloading, and 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.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.</p>



# Accidental loss or damage

PART



If your car suffers loss or damage due to:

- collision
- theft or attempted theft
- malicious damage
- fire
- natural events

What we cover	Conditions
<p><b>Personal property - up to \$500</b></p> <p>We will pay up to \$500 for accidental loss, theft or damage to personal property. This benefit only covers loss or damage to personal items which are designed to be worn or carried, such as clothing, a handbag or sports-bag, that are in your car at the time of an event.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.</p> <p><b>We do not cover:</b></p> <ul style="list-style-type: none"><li>• mobile devices such as mobile phones, laptops, tablets, portable game machines, musical and photographic devices, equipment, tools and/or items or goods used in connection with any business, trade or occupation;</li><li>• cash, credit cards or cheques;</li><li>• negotiable documents connected with business use, including any trade, business or occupation;</li><li>• property being carried in or on a trailer.</li></ul>
<p><b>Child safety seats and prams - up to \$500</b></p> <p>We will pay up to \$500 to cover the cost of replacing child seats, baby capsules and prams that were in the car and were damaged or stolen.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.</p>



# Accidental loss or damage

PART



If your car suffers loss or damage due to:

- collision
- theft or attempted theft
- malicious damage
- fire
- natural events

What we cover	Conditions
<p><b>Emergency travel and accommodation - up to \$500</b></p> <p>We will pay up to \$500 for your accommodation and travel if you are more than 200 kilometres from your home and your car cannot be driven.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.</p>
<p><b>Locks and keys - up to \$1,000</b></p> <p>If your keys are stolen, we will pay up to \$1,000 to replace or recode your car's locks and keys. This benefit is only payable if the theft has been reported to the police and the keys were not stolen by a family member, invitee or person who normally resides with you.</p>	<p>Your policy's basic excess will apply to any claim submitted for this benefit.</p>
<p><b>Towing costs - reasonable costs</b></p> <p>We will cover where necessary the reasonable costs of towing your damaged car to the nearest safe or secure place.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.</p>



# Damage to other people's property

PART

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- 2

If you cause damage to other people's property and you are legally liable to pay for compensation

What we cover	Conditions
<p><b>Legal Liability Cover – up to \$20 million</b></p> <p>We will pay for amounts you are legally liable to pay as compensation for damage to other people's property occurring during the period of insurance that:</p> <ul style="list-style-type: none"><li>• arises from an accident that is your fault; and</li><li>• was caused by or arises out of the use of your car, a substitute car, or your trailer or caravan attached to your car at the time of the accident.</li></ul> <p>The most that we will pay for any legal liability from an accident is \$20 million. This amount includes all legal costs and expenses covered by the policy.</p> <p>We will also pay legal costs and expenses that we approve for any court proceedings for your legal liability covered under this legal liability cover.</p>	<p>Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.</p> <p>This cover is extended to apply to any person who is driving, using or in charge of your car with your permission or any passenger getting into or out of your car.</p>



# Damage to other people's property

PART

1 2

If you cause damage to other people's property and you are legally liable to pay for compensation

What we cover	Conditions
<p><b>Substitute car legal liability cover</b></p> <p>If your car cannot be driven due to a valid claim and you are involved in an accident while using an uninsured registered substitute car which you have legal use of, we will provide legal liability cover in relation to the substitute car while your car is being repaired.</p>	<p>This benefit does not cover any loss of or damage to the substitute car.</p> <p>We do not cover accidents where the substitute car is the subject of a hire agreement or is owned by you.</p>



# Comprehensive Cover options

You can choose to tailor your Comprehensive Cover policy to suit your needs, with a number of optional extras. The optional extras chosen will change your premium and will be shown on your Certificate of Insurance.

**Fixed Kilometre Plan**

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**Hire Car Cover**

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**Excess-free Windscreen  
Cover**

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**Excess-free Kangaroo  
Damage Cover**

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**Sports Gear Cover**

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### OPTIONAL COVER

# Fixed Kilometre Plan

PART



Choose a Fixed Kilometre Plan and save if you drive up to 15,000 km per year.

## Choose your plan

You can choose a plan from 1,000 km to 15,000 km per year, depending on how many kilometres you think you'll drive during the period of insurance.

The number of kilometres you purchased on your plan will be shown on your Certificate of Insurance. The kilometres on your plan are valid for the whole period of insurance.

## Your start odometer reading

You need to give us your start odometer reading within 14 days of your policy start date.

We will send you an updated Certificate of Insurance showing:

- the start odometer reading you gave us;
- the number of kilometres you purchased on your plan; and
- your end odometer reading, which is your start odometer reading plus the number of kilometres you purchased in the current term.

You have an obligation to tell us if the start odometer reading disclosed immediately before entry into the policy was/is inaccurate.

## Top up your kilometres

If you think you'll drive more than the number of kilometres on your plan, you can top up your kilometres by giving us a call on **1300 811 224**. Just keep in mind that we will also need to adjust your premium.

You can't reduce the number of kilometres you've purchased once your policy starts.

## Renewal

On renewal, you can choose to increase or reduce the number of kilometres on your plan if you wish. If you change your Fixed Kilometre Plan on renewal, we will ask you to provide a new start odometer reading.

Otherwise, you can choose to buy the same number of kilometres in your renewal term.



OPTIONAL COVER

# Fixed Kilometre Plan

PART

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- 2**
- 3

Choose a Fixed Kilometre Plan and save if you drive up to 15,000 km per year.

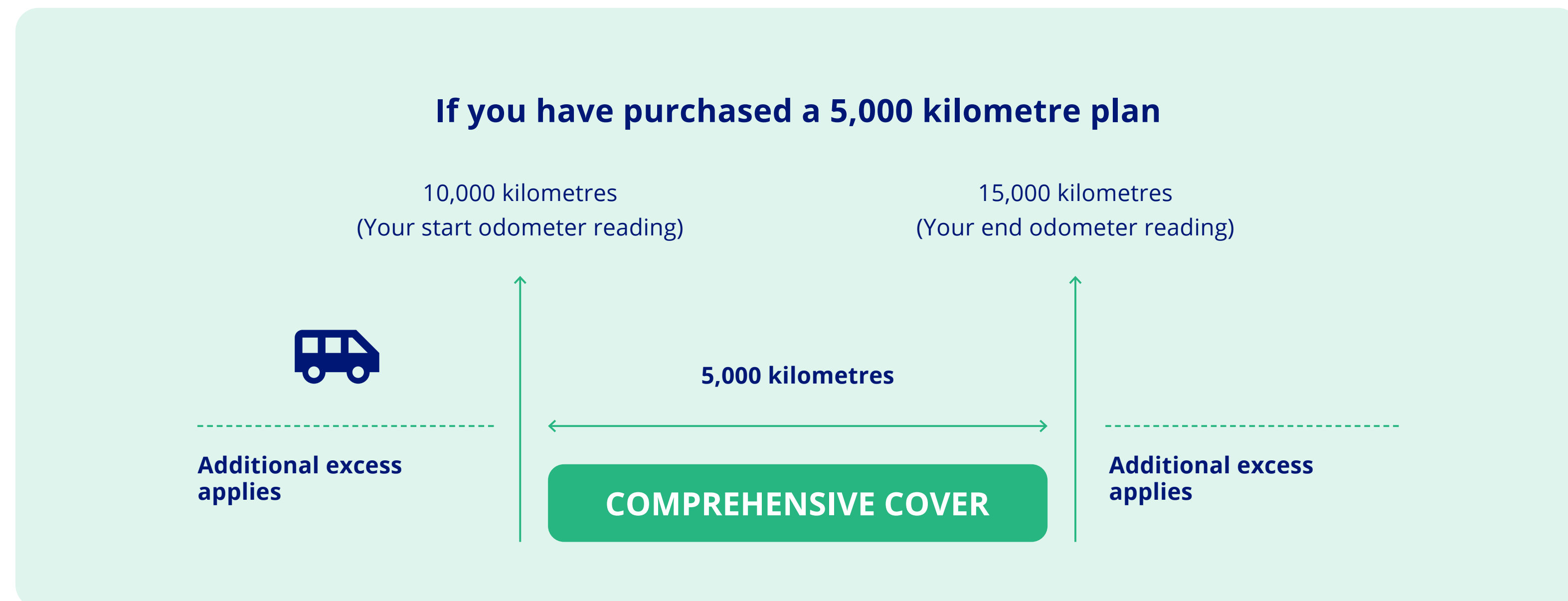
## Additional excess

If you need to make a claim and your odometer reading at the time of the claim is less than your start odometer reading or greater than your end odometer reading as noted on your COI, a \$1,000 additional excess will be applied.

This excess will be shown on your Certificate of Insurance.

Make sure you give us your start odometer reading within 14 days of the start date of your policy. If you need to make a claim after this time and you have not given us your start odometer reading, the \$1,000 additional excess will apply.

## Fixed Kilometre Plan - example



OPTIONAL COVER

# Fixed Kilometre Plan

PART

1 2 3

Choose a Fixed Kilometre Plan and save if you drive up to 15,000 km per year.

## Your responsibilities

Here are some of the responsibilities and rights that apply to the Fixed Kilometre Plan option.

### You are responsible for:

- making sure you have purchased enough kilometres on your plan for your period of insurance;
- regularly checking your odometer to make sure your plan's kilometres have not run out otherwise an additional excess may apply if you have to make a claim;
- advising us if your odometer is faulty;
- providing an accurate odometer reading at the start of your policy, when we vary your policy, when you renew it (if requested), or if you lodge a claim.

**Remember:** The obligations that apply to all Open Car Insurance policies also apply if you choose the Fixed Kilometre Plan option. [See pages 32-35](#) under 'Your responsibilities'.

## Our rights

**We have the right to check the odometer reading you provide by:**

- inspecting your car; or
- asking you to take your car to an agent that we choose; and
- asking you for documents, such as photographs, your car's service records or registration inspection certificate.

**We will not pay any claim where your car's odometer:**

- has been tampered with, replaced or manipulated to alter the odometer reading; or
- is not working and you have not had it repaired.



OPTIONAL COVER

# Hire Car Cover

Hire car following theft or damage to your vehicle.

What we cover	Conditions	
<p>If we accept a claim for damage to, or the theft of, your car we will organise the hire of a car for you or, at our discretion, reimburse you the cost of hiring a car if approved by us.</p>	<p><b>Commence on the latter of:</b></p> <ul style="list-style-type: none"> <li>the date of the accident if your car is not driveable; or</li> <li>the date your car is taken to the repairer in the case of an accident where your car is still driveable; or</li> <li>if your car is stolen, the date any cover you are entitled to under the included benefit 'Hire car after theft' ceases, and</li> </ul> <p><b>Cease from the earlier of:</b></p> <ul style="list-style-type: none"> <li>when the car is recovered (or repaired if necessary); or</li> <li>when the maximum hire period shown on your Certificate of Insurance is reached; or</li> <li>when we pay your claim.</li> </ul>	<p><b>We will not pay any:</b></p> <ul style="list-style-type: none"> <li>running costs of the hired car;</li> <li>additional hire car costs; or</li> <li>accidental loss or damage to the hired car.</li> </ul> <p>At our discretion, we may reimburse you the cost of hiring a car approved by us. If we decide to reimburse the cost, you will need to submit a copy of the invoice.</p> <p>Our payment will be limited to a daily hire amount of up to \$70 and the maximum hire period shown on your Certificate of Insurance.</p>



OPTIONAL COVER

# Excess-free Windscreen Cover

Cover for accidental damage to your front windscreen.

What we cover	Conditions
<p>If your front windscreen is accidentally broken or damaged, we will pay the cost of replacing or repairing it.</p>	<p>We will not apply the agreed excess(es) (set out in your Certificate of Insurance) to the first front windscreen claim made in any one period of insurance.</p> <p>We might use glass which was not produced by the original manufacturer but will always meet Australian Design Rules.</p> <p>This optional extra is not applicable where your covered claim includes damage to your car which is in addition to the front windscreen glass breakage.</p>



OPTIONAL COVER

# Excess-free Kangaroo Damage Cover

Cover for accidental damage to your car resulting from impact with a kangaroo or other animal.

What we cover	Conditions
<p>If your vehicle is accidentally damaged due to a collision with a Kangaroo or other animal and we have accepted your claim, we will waive any excess payable.</p>	<p>We will not apply the agreed excess(es) (set out in your Certificate of Insurance) to the first animal collision claim made in any one period of insurance.</p>



OPTIONAL COVER

# Sports Gear Cover

Cover for your sports gear whilst it's in or securely attached to your car.

## What we cover

We will cover your sports gear (as defined on [page 60](#)) for loss or damage that occurs during the period of insurance and is caused by:

- fire, storm, water (but not whilst being used), explosion, impact by a vehicle;
- earthquake, aircraft impact, malicious damage; or
- collision or overturning of the vehicle insured by this policy.

We'll also cover the theft of sports gear following visible, forcible and violent entry to the insured vehicle provided that, at the time of the theft:

- the vehicle is locked; and
- the sports gear is either in or securely attached to the vehicle.

If the sports gear was securely attached to the vehicle rather than in the vehicle, there must be visible damage to the securing devices.

## Conditions

We will pay up to \$3,000 for any one claim and in any one period of insurance. An excess of \$250 will apply to each and every claim.

### We will not cover:

- mobile devices such as mobile phones;
- laptops, tablets, portable game machines;
- musical devices;
- photographic devices and equipment;
- equipment, tools and/or items or goods used in connection with any business, trade or occupation;
- cash, credit cards, cheques or negotiable documents;
- motorised watercraft (such as jetskis and boats); or
- property being carried in or on a trailer or caravan.





# Your responsibilities

**Your premium**

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**Your duty of disclosure**

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**Your other responsibilities**

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# Your premium

Your premium is the amount of money you agree to pay us for your policy.

## How much do I pay?

When you apply and we agree to provide you with cover, or we offer renewal, we will advise you of the premium amount, which we will confirm on your Certificate of Insurance.

## Paying your premium

You need to make sure your premium payment is up to date. If it is not, we may cancel your policy in accordance with the law.

If any premium instalment remains unpaid for 14 days or more, we may also refuse to pay a claim.

It is important that you contact us if your bank or credit card details change. In the event of a total loss claim and where you pay your premium by instalments, we will deduct any unpaid premium for the period of insurance from the claims settlement.

## How do we calculate premiums?

Your premium is calculated based on a number of criteria, such as:

- the cover you choose;
- the type of car you own;
- where you park your car overnight;

- your car's accessories or accepted modifications; and
- factors relating to the drivers of your car, such as their age and driving history.

We will also look at the value of your car, other factors that increase or decrease the risk of a claim, and factors that affect our business costs.

Minimum premiums apply which could reduce any discount you may be entitled to.

Your premium will also include amounts covering government charges, taxes or levies we are responsible for, such as GST and Stamp Duty. This information will be shown on your Certificate of Insurance.

# Your duty of disclosure

Before you enter into a contract of insurance with us, you have a duty of disclosure.

We may ask you questions that are relevant to our decision to insure you and on what terms. If we do, you must tell us anything that you know and that a reasonable person in the circumstances would include in their answer. It is important that you understand that you are answering for yourself and anyone else to whom these questions apply.

You have this duty until we agree to insure you.

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

# Your other responsibilities

## Looking after your car

You must ensure your car is kept in good repair and you need to take all reasonable precautions to protect your car from loss or damage.

If you do not maintain and protect your car, we may decline your claim or reduce what we pay for a claim.

## Notify us when things change

During the period of insurance, you must tell us of any change that may increase the chances of a claim or if any information provided by you to us is not accurate.

If you do not do this, we may refuse to pay a claim where permitted by law.

### These things can include (but are not limited to):

- if your car has modifications installed that we have not agreed to;
- if you change from using your car for private use to business use;
- if you replace or sell your car; or

- if you have selected the Fixed Kilometre Plan option and the odometer reading you told us when you first applied for this cover was inaccurate. It is your responsibility to check that the start odometer reading shown on your Certificate of Insurance is correct and to notify us immediately to update the reading if it is incorrect.

Where things change we will review the policy. We may propose a variation to the policy terms or in some cases cancel the policy.

## More than one insured person

If there is more than one insured named on your Certificate of Insurance we will treat a statement, act, omission, claim or request to alter or cancel your policy made by one as coming from all of those named as insured.

## Paperless correspondence

We prefer to communicate with you by email or other electronic channels. However, if you do not want to receive correspondence electronically, let us know.

We will consider any policy documents we send to you electronically to have been received by you 24 hours from when we sent them.

You are responsible for making sure you provide us with your correct and up to date email address.



# Making a claim

In the event of a claim it is good to understand the process so you know what to do and what to expect. Our claims team will support and guide you through the claim process.

**What to do in the event of a claim**

Page 37

**Assessing your claim**

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Page 42

# What to do in the event of a claim

1

## Secure your car

Make sure your car is safe and secure so it will not be damaged further. This may mean having it towed.

2

## Get details

You will need to get these details from anyone else involved:

- full name and address and phone,
- vehicle make, model and registration,
- insurance details and driver's licence number.

3

## Report the incident

Report the incident or loss to the police if the law requires it to be reported.

4

## Lodge your claim

Lodge your claim online at [beopen.com](https://beopen.com).

## Do not

- Admit guilt, fault or liability except to the police;
- offer or negotiate to pay any claim;
- or
- approve any repairs, except essential repairs needed to minimise or prevent further loss or damage to your car.

# Assessing your claim

After you have lodged a claim with us, we will assess it. When we are doing this, we may ask you for information or assistance to help with the process.

## We may ask you for:

- a face-to-face or telephone interview;
- written statements under oath;
- relevant documents;
- odometer readings;
- proof of ownership of the car and any damaged or lost property, such as receipts, invoices, bank or credit card statements, contracts of sale or original photographs;
- details of any other insurance that relates to the claim.

## We will require you to:

- let us see or take possession of any damaged property;
- let us or our agent inspect your car;
- send us any communication you receive about the claim from anyone else (including letters of demand and communication about court proceedings);
- do everything you can to help us to negotiate, defend or settle your claim or to recover costs from another party responsible for damaging your car.



# What we pay

If you have a claim under the policy, we will decide (in our sole discretion) whether it is best to:

- repair your car;
- pay you the reasonable cost for your car to be repaired;
- replace your car;
- pay you the agreed or market value of your car (or any other limit shown on your Certificate of Insurance) if it is a total loss.

When deciding whether to repair your car or pay you the reasonable cost to repair your car, we will take into account the legislation that applies in the relevant State or Territory on whether your car is a total loss.

## If your car is a total loss

The maximum amount we will pay for the total loss of your car will be based on the sum insured shown on your Certificate of Insurance, less any excess(es). If you have a market value policy, the maximum we will pay for the total loss of your car is the market value (see definition on page 59).

Insurance cover for the car will cease as soon as we accept and pay the claim.

If your car is declared a total loss, the car, along with any salvage rights will become our property. We will deduct any unexpired portion of your registration and Compulsory Third Party insurance premium from the settlement amount paid. No premium refund is due if you have paid your premium annually. If you are paying your premium monthly, we will deduct the balance of the yearly premium owing from the claim settlement.

You will need to contact us if you want to apply for new insurance cover for your replacement car.

## Who pays for assessing damage?

If there are costs in assessing the damage:

- for claims we accept and approve, we cover diagnosis and reassembly costs; or
- for claims we do not accept or did not approve, you cover diagnosis and reassembly costs.



# Repairs and replacements

PART



## What do we guarantee?

We will only guarantee materials and workmanship on authorised repairs done by a repairer appointed or approved by us. This guarantee is for as long as you own your car and is not transferable.

## Who does the repairs?

A qualified repairer appointed or approved by us will do the repairs. While you can arrange for a quote from a different repairer, we have the final say on who will do the repairs.

## What might you need to pay for?

We will repair your car to the condition that it was in immediately before the event leading to the claim.

You may have to contribute to the cost of repairing or replacing items such as tyres, engines, accessories, paintwork, bodywork, radiators, batteries or interior trims that have been affected by wear and tear or rust and corrosion.

We will work out how much you may have to pay depending on the condition of the car at the time of the claim.





# Repairs and replacements

PART

1

2

## Replacement parts

Is the car under a manufacturer's warranty?

### Yes

We will use new Original Equipment Manufacturer (OEM) parts. For replacement of windscreens or window glass we might use glass which was not produced by the original manufacturer but will always meet Australian Design Rules.

### No

We will use parts that are consistent with the age or condition of your car. This may include the use of non-OEM or reconditioned parts.

## Damaged parts of a set

We will only pay for the replacement of the actual part(s) damaged.

## Parts or accessories no longer available in Australia

If the parts or accessories are no longer available from the manufacturer or available in Australia, we will only pay the cost of an equivalent part or its last listed parts price or value. We will not pay for any unreasonable extra costs to get the parts faster, and we will not have any responsibility for losses arising from any delay in the supply of parts.

## Damage to your car's identification

If your car's identification, such as VIN plate or label, has been damaged and we cannot source a replacement from its manufacturer we will try to get written confirmation of your car's identity from the manufacturer. We will then repair your car without replacing any damaged identification, unless the law says we have to.



# Understanding your excess

PART

1 2

An excess is the amount(s) of money you pay or must contribute towards the cost of any claim. All excess amounts relevant to your cover will be shown on your Certificate of Insurance. When an excess applies you have to pay your basic excess plus any applicable additional excess(es).

## Excess types

There are different types of excesses, depending on what your claim relates to, who was driving your car and the type of cover you have chosen.

Below, we outline the different types of excesses and the situations in which they may apply. You will find the amount of each excess on your Certificate of Insurance.

### Basic excess

The first amount you pay on each claim made under your policy.



The following excesses may also apply in addition to your basic excess if applicable (they will be shown on your Certificate of Insurance):

### Age excess

This applies if the driver is under 25. This excess does not apply to a learner driver.

### Sports Gear Cover fixed excess

This applies to all Sports Gear Cover claims instead of the basic excess.

### Undeclared young driver excess

This applies if the driver is under 25 and has not been declared as a driver on your Certificate of Insurance.

This excess does not apply to a learner driver.

### Learner driver excess

This applies if the driver is a learner driver.

### Inexperienced driver excess

This applies if the driver is 25 years of age or over and has not held a driver's licence that is valid in Australia (excluding learner's licences and permits) for more than 2 consecutive years.

### Fixed Kilometre Plan additional excess

This excess only applies if the Fixed Kilometre Plan additional excess is shown on your Certificate of Insurance, and at the time of a claim your odometer reading is either below your start odometer or above your end odometer as set out on your Certificate of Insurance.

### Special excess

This excess will only be applied if shown on your Certificate of Insurance and may be based on things such as the car, its use, your driving record, or the insurance history of the drivers of your car.



# Understanding your excess

PART

1

2

An excess is the amount(s) of money you pay or must contribute towards the cost of any claim. All excess amounts relevant to your cover will be shown on your Certificate of Insurance. When an excess applies you have to pay your basic excess plus any applicable additional excess(es).

## When do you pay your excess(es)?

We will ask you to pay your excess(es):

- to the repairer when you pick up your car; or
- directly to us when we request it. Alternatively, we may deduct the excess(es) from the amount we agree to pay you.

## When won't you have to pay your excess(es)?

You will not have to pay an excess if:

- the damage to your car was caused by another car, we agree that you did not contribute or were not at fault, and you can identify the other car and provide its registration number and the driver or owner's name and address;
- the damage to your car did not involve another car and we agree that you are not at fault in any way and you are able to identify the responsible party who is legally liable and provide their name and home or business address; or
- you have taken the optional Excess-Free Kangaroo Damage Optional Cover and you are making a claim for your first animal collision in any one period of insurance.

- you have taken the optional Excess-Free Windscreen Cover and you are only claiming for the damage or breakage of your windscreen.

For claims involving fire, theft and malicious damage, broken windscreen or damage sustained while your car is parked, the following excesses will not apply:

- Age;
- Undeclared young driver;
- Learner driver;
- Inexperienced driver.

However, all other applicable excesses apply.





# When to contact us

**Changing your cover**

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**Renewing your policy**

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**Cancelling your policy**

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**If you have a complaint**

Page 48

# Changing your cover

We understand that your circumstances may change. That is why we need you to contact us promptly to apply to amend cover during the period of insurance.

## You need to tell us immediately if:

- any details on your Certificate of Insurance are no longer accurate;
- your address or other contact details change;
- you replace your car;
- there are any changes to the physical condition of your car;
- you plan to, or have, added accessories or modifications to your car.



It is important to note that if you make a request to amend your cover this may affect your premium. Any proposed changes to your cover will be subject to acceptance at our absolute discretion.

# Renewing your policy

**1** To ensure continuing protection we will normally send you a renewal offer at least 14 days prior to the renewal date of the policy. It will set out information such as the new premium and excess for the new period, information you have previously told us and may also include notice of any proposed changes to the terms of the policy to be renewed.

**2** Where you receive a renewal offer, you must tell us if the information contained in it is incorrect or incomplete and you must comply with your 'Duty of Disclosure' ([see page 34](#)).

If you do not, we may reduce or refuse to pay a claim or cancel the renewed policy.

**3** If nothing needs to be disclosed and you are happy with the renewal offer, you do not have to do anything as we will automatically renew on those terms and deduct/charge the new renewal premium from your nominated card.

Should you not wish to take up the renewal offer, you must contact us prior to the renewal to advise us.

**4** If we do not offer to renew your policy, we will send you a notice telling you this.

If you have an agreed value policy, we will review your sum insured as part of your renewal offer. The updated amount will be stated on the renewal we send you. This PDS (together with any amendments, updates or endorsements) also applies for any offer of renewal we make, unless we tell you otherwise or issue you with a new updated PDS or Supplementary PDS amending the PDS terms.



Each renewal is a separate policy, not an extension of the prior policy. Your cooling off period will apply on each renewal.

# Cancelling your policy

## If you want to cancel

You may cancel your policy at any time by contacting us. We may charge you the cancellation fee specified in the Certificate of Insurance to cover the administration costs if you cancel after your cooling off period.

If you paid an annual premium, we will refund the full amount, less:

- the amount covering the period you were insured for; and
- government or statutory charges we are unable to recover.

If you pay your premium by monthly instalments we will not provide a refund.

## When we may cancel your policy

We may cancel your policy where permitted by and in accordance with the law. For example, if you:

- do not comply with the policy terms and conditions; or
- do not pay your premium as agreed; or
- make a fraudulent claim; or
- did not comply with your Duty of Disclosure; or
- misrepresented information when you entered into your policy.



If we pay a claim for a total loss, your policy comes to an end and there is no refund of premium.

# If you have a complaint

We hope that you never have a complaint, but if you do we will do our best to work with you to resolve it through the following process:

## Our internal complaints process

Please follow our step-by-step process, which is part of our complaint and dispute resolution procedure.

**1** Get in touch with one of our customer service consultants about your concerns, and they'll do their best to resolve them. When you make your complaint please provide as much information as possible. Our aim is to resolve all complaints as soon as possible, however where we can't resolve your concern immediately we will resolve it within 15 business days.

Call us on **1300 811 224** or email [help@beopen.com](mailto:help@beopen.com)

**2** If we haven't responded to your complaint within 15 business days, or if you're not satisfied with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide in writing our final decision within 15 business days of your complaint being escalated, unless they've requested an extension from you and you've agreed to give us more time.

**3** If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you may contact the Australian Financial Complaints Authority (AFCA) at:

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

The AFCA service is provided to you free of charge. A decision by AFCA is binding on us but is not binding on you. You have the right to seek further legal assistance.



# Other important information you need to know

Learn more about what is covered and what is not, how we will treat your personal information, as well as some other important information we need to tell you.

**General exclusions**

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**How we protect your privacy**

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**Claim payments and Goods & Services Tax (GST)**

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**Financial Claims Scheme**

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**The General Insurance Code of Practice**

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**Updating this PDS**

Page 57

# General exclusions

PART



No insurance covers everything so it is important to understand the exclusions of your policy. These exclusions apply to your chosen cover.

## Driver exclusions

Your policy does not cover you if at the time of a claim, the driver or supervising driver (in the case of a learner driver) of your car:

- is younger than any age restriction shown on your Certificate of Insurance;
- is a learner driver not accompanied by a fully licensed driver;
- is not legally licensed to drive your car or is not complying with the conditions of their licence;
- is under the influence of any drug, alcohol and/or whose blood alcohol level is over the legal limit; or
- refused to undertake any alcohol or drug tests when asked to do so by the police.

However, we will reconsider your claim if we are satisfied that you had no reason to suspect that the driver of your car was not licensed to drive your car or was affected by alcohol or any drug. If we do settle the claim, we may decide to recover what we have paid from the person who was driving or in charge of your car when the accident happened.

## Usage exclusions

Your policy does not cover you for an event where your car was used:

- while in an unsafe or un-roadworthy condition, unless you can prove the car's condition did not cause or contribute to the accident;
- to move, in quantities greater than that used for domestic purposes, dangerous goods or substances that could pollute or contaminate;
- for any motor sport or motor sport trial, or driven on a motor sporting circuit, except as part of a defensive driver training course;
- by any motor trade for experiments, tests, trials or demonstration;
- to carry more passengers or tow a load greater than your car was designed for, unless you can prove that this did not cause the accident;
- outside Australia.

If you use your car at any time for:

- business purposes to generate a fee or reward;
- ridesharing;
- peer-to-peer care sharing; and/or
- courier or delivery services,

you are not covered under this policy for any event, whether or not your car was being used for that purpose at the time of the event.



# General exclusions

PART

1

2

3

No insurance covers everything so it is important to understand the exclusions of your policy. These exclusions apply to your chosen cover.

## Vehicle condition, repairs and maintenance exclusions

Your policy does not cover you for:

- loss or damage to your car caused by using the wrong fuel;
- any repairs to your car we do not consent to;
- loss of or damage to your car after an accident, theft, incident or breakdown where you have not taken reasonable steps to protect your car;
- any pre-existing damage, faulty workmanship or incomplete repairs before the claimed loss;
- mechanical damage arising from you knowingly driving your car in a damaged condition;
- tyre damage caused by braking, punctures, cuts or bursts;
- damage to your car arising from wear and tear, rust or corrosion;
- reduction in value or depreciation;
- mechanical, electrical or computer breakdowns, failures or breakages, or where a component fails to perform to its intended design specification; or

- any claim where the car has had performance modifications installed that have not been advised to us.

## Financial and non-financial exclusions

Your policy does not cover you for:

- any amount over the agreed value or the market value of your car as shown on your Certificate of Insurance;
- any limitation that applies to your cover that is shown on your Certificate of Insurance;
- any claim amount below any excess(es) that you must pay or bear;
- any costs associated with the hire of a car unless your car has been stolen and the hire car benefit applies, or you have the optional extra 'Hire Car Cover';
- loss or damage to any property such as tools of trade, machinery, equipment or parts that we did not agree in writing to cover;
- any loss you suffer because you cannot use your car; or
- compensation for distress, inconvenience or any other non-financial losses.



# General exclusions

PART

1

2

3

No insurance covers everything so it is important to understand the exclusions of your policy. These exclusions apply to your chosen cover.

## Other exclusions

We will not pay any claim for loss, damage, liability or cost or expenses caused by or connected with:

- legal costs for criminal acts or fines for breaches of road traffic rules or statutes;
- damage to property belonging to you or any other person covered by the policy, any family member or person who usually lives with you, (other than the cover provided by the additional benefit 'personal property' [see pages 13 and 20](#));
- damage to property in the care, custody or control of you or any other person covered by this policy;
- any legal fines, penalties or awards, or compensatory damages;
- your legal liability caused by an agreement or contract that you or any person covered entered into (unless you or they would have been liable despite the agreement or contract);
- any legal liability you have accepted without getting our agreement first;
- any claim where you or a third party with your knowledge have deliberately misled us;
- any impounding or loss of or damage to your car caused by its lawful seizure;
- a deliberate, intentional or malicious act (including theft, conversion or misappropriation) or other criminal act that you cause or give implied or actual consent to someone else to carry out;
- war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power or contamination or pollution by chemical, biological or nuclear agents from an act of terrorism, or any action in response to such acts; or
- ionising radiation or contamination by radioactivity from any nuclear fuel, nuclear waste, and the combustion of nuclear fuel or nuclear weapons material.

**For specific conditions, responsibilities and requirements of the Fixed Kilometre Plan option [see pages 25-27](#). See also your Certificate of Insurance which may contain special exclusions.**



# How we protect your privacy

We will at various times or stages during our communication with you collect some of your personal information.

We collect personal information to provide, offer and administer our various products and services, or otherwise as permitted by law.

We may collect your personal information so that we or our related entities or other third parties with whom we have a relationship can develop or offer you services or products which we believe may be of interest to you, however will not do so if you tell us not to.

Collection can take place by websites, email, telephone or in writing. If you do not consent to us collecting and using the personal information we request, we may not be able to provide you with our services or products.

We may at times also disclose your personal information to our related companies or third parties who provide services on our behalf; however, we will never sell, rent or trade your personal information.

It may happen that we disclose personal information to related companies or service providers located in countries other than Australia. These details can change from time to time and you should contact us for further details to see if this applies to you.

Your consent applies when you apply for insurance, or become or remain the insured. You can read more about how we collect, use and disclose your personal information or our complaints process about a breach of the Australian Privacy Principles in our Privacy Policy which is available on our website or you can request a free copy. If you wish to update or gain access to your personal information or have a complaint about a breach of your privacy contact us (our contact details are provided in this PDS).

# Claim payments and Goods & Services Tax (GST)

Any claim payments made under this policy will be based on GST inclusive costs, up to the relevant amount covered, or maximum amount that we pay. However, if you are, or would be, entitled to claim any input tax credit for the repair or replacement of insured property or for other things covered, we will reduce any claim under the insurance by the amount of such input tax credit.

You are required to tell us your entitlement to an input tax credit. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we pay.



# Financial Claims Scheme

Hollard is authorised under the Insurance Act 1973 to carry on general insurance business.

This Act contains prudential standards and practices to ensure that financial promises made by Hollard are met. Because of this, Hollard is exempted from the requirement to meet the compensation arrangements Australian Financial Services Licensees must have in place to compensate clients for loss or damage suffered because of breaches by Hollard or its representatives.

The protection provided under the Federal Government's Financial Claims Scheme applies to Hollard. If Hollard is unable to meet its financial obligations a person may be entitled to payment under this Scheme. Information about this Scheme can be obtained from the APRA website at [fcs.gov.au](https://www.fcs.gov.au) or their hotline on **1300 55 88 49**.



# The General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry. Hollard is a signatory to the Code.

You can obtain a copy of the Code from the Insurance Council of Australia website at [insurancecouncil.com.au](https://www.insurancecouncil.com.au) or by phoning **(02) 9253 5100**.





# Updating this PDS

If we change anything about this insurance in the future, the PDS may also change. If the change is relatively small and will not affect your decision to buy or renew this cover, we will list the details at [beopen.com](https://beopen.com). If we make a substantial update to the product, we will send you a new PDS or Supplementary PDS, explaining the changes we have made.



# Definitions

Some words and phrases used in this PDS, and our other policy documents, forming the policy, have the following special meanings you need to be aware of.



### accessory

An addition to your car which does not enhance the performance or change the structure of the car.

### accident

An unintentional and unexpected event.

### agreed value

The amount we agree to insure your car for. The agreed value for your car is shown on your current Certificate of Insurance, where applicable. This amount may change with each renewal.

In the event of a claim, this amount may be considered the fair market value when deciding to repair or replace your car or determining whether your car may be a total loss.

### business use

When your car is either registered for business use or you use it as part of your full time, part time or casual business or employment.

### car

The registered vehicle shown on your Certificate of Insurance. It includes the manufacturer's standard options, and any other accessories or modifications made to your car that we have agreed to cover.

### caravan

A registered caravan that is not motorised and is designed to be towed by a car.

### Certificate of Insurance

The document we send you that sets out details of your car insurance particular to you and any variations to the standard terms and conditions of this PDS. It forms part of your contract with us.

### driver

The person driving or in control of your car.

### end odometer reading

The end odometer reading set out on your Certificate of Insurance, which is your start odometer reading plus the number of kilometres you purchased in the current term.

### event

A single occurrence resulting in loss or damage.

### excess(es)

The amount(s) you need to pay or bear when you make a claim under your policy (see pages 34-35). If you make a claim, you might need to pay more than one excess. We will list any excess(es) for your policy on your Certificate of Insurance.

### Hollard

The Hollard Insurance Company Pty Ltd, ABN 78 090 584 473, AFSL no. 241436, the insurer.

### market value

The reasonable market-related value that we determine the market would pay for your car immediately before its loss or damage. We take into account the age, make, model, conditions and kilometres travelled by your car and may consider industry publications to help determine the amount. Market value includes an allowance for accessories. The market value may be subject to a limit, which if applicable will be shown on your Certificate of Insurance.

### modifications

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 insurance

The period of your policy with us. We will put the start and expiry date and time of your policy on your Certificate of Insurance. Cover under the period of insurance can also end sooner due to another condition within the policy or where allowed by relevant law, or if you cancel it. Each period of insurance is separate to any prior or following policy's period of insurance.

### private use

Using your car for reasons other than business use.

### sports gear or sporting equipment

Objects normally used in sporting activities, such as:

- golf clubs;
- tennis rackets;
- hockey sticks;
- surfboards;
- body boards;
- skis, snowboards or similar equipment;

- kayaks;
- canoes;
- bicycles;
- lacrosse sticks; and cricket bats.

### start odometer reading

The odometer reading you provide to us after purchasing your policy, as set out on your Certificate of Insurance.

### sum insured

The amount your car is insured for as shown on your Certificate of Insurance.

### terrorism

Any act to further a political, religious, ideological aim or to intimidate or influence a government or any section of the public, which could involve the use or threat of, force or violence.

### total loss

Damage sustained to your car which in our opinion makes your car unsafe or uneconomical to repair when compared to the market value or agreed value shown on your Certificate of Insurance, or where your car has been stolen and not recovered.

### trailer

A registered trailer that is not motorised and is designed to be towed by a car.

### we, us, our, Open

Open Insurance Pty Ltd ABN 23 166 949 444 AFSL 451712.

### you, your

The person(s) named on the Certificate of Insurance as the insured.



# Financial Services Guide (FSG)

This Financial Services Guide is designed to tell you who we are and what we do before we provide you with a financial service. The aim is to help you decide whether to use our services.



### Important information about this document

The financial services offered in this FSG are provided by Open Insurance Pty Ltd ABN 23 166 949 444 AFSL 451712 (**Open**, and in this FSG, **we, us, our**).

This FSG is part of a combined product disclosure statement (**PDS**) and FSG to help you make an informed decision about the Open Car Insurance product. The PDS component is set out at the beginning of this Combined PDS and FSG.

### What this FSG explains

This FSG explains:

- the services we are authorised to provide to you;
- how we (and our associates) are paid and any other benefits we may receive;
- details of any potential conflicts of interest we may have;
- how we protect your privacy and handle your personal information; and
- how we resolve disputes, and what you should do if you have one.

### Financial services we provide to you

We are authorised to provide you with general advice and to arrange for you to enter into, and to issue, vary and dispose of contracts of insurance, in respect of general insurance products.

We do not provide personal advice to you about any financial product or financial service distributed by us. This means that we will not take into account your objectives, financial situation or needs. You should consider the appropriateness of any general advice we provide in light of your own objectives, financial situation and needs before acting on any general advice. You should also consider the PDS component of this Combined PDS and FSG.

### Our associations and relationships

We are acting under a binder arrangement with the insurer. Under the binder we are authorised to promote and distribute insurance, arrange your application for insurance or issue policies and handle claims. When Open does these things, it does so under its AFSL and not under the insurer's AFSL.

We act for and represent the insurer and not you. Whenever we issue a general insurance product, we do so under the binder and do so as agent for the insurer. This means we do not provide personal advice to you and do not take into account your objectives, financial situation or needs.

The insurer also owns a significant shareholding in Open.

### Payments and benefits we receive

We receive commission from the insurer for each Open Car Insurance policy of up to:

- 25% of the gross insurance premium you pay when you purchase the policy; or
- 15% of the proportion of gross insurance premium that is recognised as income in any given month.

In addition to the commission we receive from the insurer, we charge the insurer the following fees:

- a claims administration fee if you have to make a claim; and
- a monthly platform fee for policy administration and use of the Open Platform technology of up to 10% of gross insurance premium recognised as income in any given month.

We also receive 50% of the Underwriting Profit derived by the insurer in respect of Open Car Insurance policies sold by us. Underwriting Profit is calculated in any given year by adding all of the premiums paid by Open Insurance clients in that year and deducting the amount of all claims and administration costs incurred during that same year.

We do not receive commission on Stamp Duty, Emergency Services Levy (NSW), GST and other fees or charges.



From time to time we may hold insurance premiums in our Trust Account prior to passing those premiums onto the insurer. During this time the Trust Account will generate interest at the standard banking rate which will be retained by us.

You may request further particulars of these payments but your request must be made within a reasonable time after you receive this FSG and before we provide any financial service to you.

### Payment of premium

Payment of premiums by yourself or nominated payee should be received within 30 days of attachment of, or expiry of your insurance. If premium is not received, we are obliged to advise the insurer. The insurer has the right to cancel the insurance and you will not be insured.

### Payments we make to distributors or referrers

Where you have been referred to us by another party, we may pay a commission or fee to that other party which will usually be a percentage of the commission we receive from the insurer less an amount that reflects a proportion of the expense we incur in operating the Open Platform. This payment will not increase the amount you pay for your Open Car Insurance policy. These fees are paid by us out of the remuneration we receive and fees we may charge and form part of our administration costs.

You may request further particulars of these payments but your request must be made within a reasonable time after you receive this FSG and before we provide any financial service to you

### How we protect your privacy

We will at various times or stages during our communication with you collect some of your personal information. We collect personal information to provide, offer and administer our various products and services, or otherwise as permitted by law.

We may collect your personal information so that we, our related entities, the insurer or other third parties with whom we have a relationship, can develop or offer you services or products which we believe may be of interest to you, however will not do so if you tell us not to.

Collection can take place by websites, email, telephone or in writing. If you do not consent to us collecting and using the personal information we request, we may not be able to provide you with our services or products. We may at times also disclose your personal information to our related companies, the insurer or third parties who provide services on our behalf; however, we will never sell, rent or trade your personal information. It may happen that we disclose personal information to related companies or service providers located in countries other than Australia. These details can change from time to time and you should contact us for further details to see if this applies to you.

Your consent applies when you apply for insurance, or become or remain the insured. You can read more about how we collect, use and disclose your personal information or our complaints process about a breach of the Australian Privacy Principles in our Privacy Policy which is available on our website or you can request a free copy.

If you wish to update or gain access to your personal information or have a complaint about a breach of your privacy, contact us (our contact details are provided on the back of this document). If you wish to stop receiving information about new insurance products and insurance-related services you can call us on **1300 811 224** or email us at [privacy@beopen.com](mailto:privacy@beopen.com). Please note that telephone conversations may be recorded for training and quality control purposes.

### Our contact details

To provide us with additional or updated information, or if you need further information about our products or services, or have any queries please contact our office on:

Chat: at [beopen.com](https://beopen.com)

Phone: **1300 811 224**

Email: [help@beopen.com](mailto:help@beopen.com)



### How we resolve your complaints

We will do our best to work with you to resolve any complaints you may have in relation to the financial services provided by us. If you have a complaint about our services please feel free to call the Open Insurance Manager on **1300 811 224**.

For information on how we resolve your complaints please refer to [page 48](#) of this Combined PDS and FSG.

### Compensation arrangements

Open holds professional indemnity insurance that satisfies the requirements of section 912B of the Corporations Act. This insurance also covers the conduct of representatives who were authorised by us at the time of providing the advice or financial service but are no longer representatives at the time of your complaint. Please also see the Financial Claims Scheme section on [page 55](#) of this Combined PDS and FSG for information on Hollard's compensation arrangements.







 [help@beopen.com](mailto:help@beopen.com)

 1300 811 224

 [beopen.com](http://beopen.com)

Open Insurance Pty Ltd ABN 23 166 949 444

Australian Financial Services Licence (AFSL) 451712

