

**on**  
By EnergyAustralia

# Stack On Car Insurance

Underwritten by Hollard



---

Combined Product  
Disclosure Statement &  
Financial Services Guide

Effective 1 January 2022

# 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 [www.experienceon.com.au/car-insurance](http://www.experienceon.com.au/car-insurance)

## We're here to help



[insurancesupport@experienceon.com.au](mailto:insurancesupport@experienceon.com.au)



1300 715 919

# Welcome & thanks for choosing Stack On Car Insurance

PART

1

2

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

- 'Your duty to answer honestly' ([see page 35](#)); and
- the terms and conditions of your policy.

If you don't, we may refuse to pay your claim or reduce the amount we pay you. By law, we may also in some circumstances cancel your policy.

## Product Disclosure Statement (PDS)

### This PDS

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 63-65](#).

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 this PDS depending on your specific circumstances.

Carefully read this PDS and your 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 this PDS and your Certificate of Insurance when provided to you.

Keep these documents in a safe place for future reference.

You also agree that by entering into your policy that confirmation of a transaction in relation to your policy or a claim made under it will be provided to you upon your request by calling us on **1300 715 919** or emailing us at [insurancesupport@experienceon.com.au](mailto:insurancesupport@experienceon.com.au).

## Who we are?

This insurance is issued by Open Insurance Pty Ltd ABN 23 166 949 444 AFSL 451712 (Open) acting on behalf of the insurer, The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473) AFSL No. 241436 (Hollard). Open has binding authority from Hollard to issue, vary or dispose of this insurance and administer and settle claims. Hollard is the insurer responsible for this PDS and is the issuer of this PDS.

Stack On Car Insurance is promoted by On by EnergyAustralia (a brand of EnergyAustralia Pty Ltd used under licence by EnergyAustralia Home Services Pty Ltd). EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) is an authorised representative (AR 1288568) of Open.

On By EnergyAustralia and Open act as agents of Hollard and not on your behalf.

## 14 day cooling-off period

If you decide that this policy isn't for you and you haven't made a claim, you can 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'll 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 can still cancel your policy at any time – [see page 49](#).

# Welcome & thanks for choosing Stack On Car Insurance

PART

1

2

## Who is this product for?

This product is for people who own a car registered as a private car in Australia, and who can legally drive the car in Australia.

There are two types of products you can buy: Third Party Property Damage Cover and Comprehensive Cover. We've included a handy comparison of these products on [page 7](#).

Our Comprehensive Cover is designed for people who want cover for:

- accidental loss or damage to their car caused by an accident, collision, natural event, fire, theft, attempted theft or malicious damage caused by others; and
- liability for loss or damage to other people's property caused by their car if the driver of their car is at fault.

Third Party Property Damage is for people who don't want or can't get Comprehensive Cover. This level of cover isn't likely to be suitable if your car has a secured loan or other finance as lenders tend to require that you take out Comprehensive Cover.

Our Third Party Property Damage Cover comes with the option to add Fire & Theft coverage, to cover your car for up to \$10,000 against fire and theft. You can find out more about this on [page 12](#).

Full details of both levels of cover and applicable exclusions and limitations are set out in this PDS. You can also view full details of our Target Market Determination by visiting [www.experienceon.com.au/car-insurance](http://www.experienceon.com.au/car-insurance).

This information doesn't take your personal circumstances into account. Even if you are in the target market and we offer the product to you, that doesn't mean that this product is appropriate for you in your particular circumstances.

No one knows your situation better than you, so before you make a decision on whether or not to buy this product, you should read this PDS to decide if it's right for you.

# What's in this PDS?



I'm interactive! Click the section you'd like to view in the Table of Contents below and go directly there.

## 1 Cover explained

Page 6

## 2 Third Party Property cover

Page 8

## 3 Comprehensive cover

Page 16

## 4 Your responsibilities

Page 33

## 5 Making a claim

Page 38

## 6 When to contact us

Page 46

## 7 Important information

Page 51

## 8 Definitions

Page 63

## 9 Financial Services Guide (FSG)

Page 66

# 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 8](#)

## 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 16](#)

	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	✗	✓
Your vehicle is damaged or lost as a result of theft	OPTIONAL COVER	✓
Your vehicle suffers loss or damage as a result of fire (including bushfire)	OPTIONAL COVER	✓
Pay As You Drive Cover (for those who drive 15,000km or less per year)	✗	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 9

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

Page 10

# 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

### Legal liability cover - up to \$20 million

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:

- arises from an accident that is your fault; and
- 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.

We will also pay legal costs and expenses reasonably incurred in relation to a demand to pay compensation which would be covered under this legal liability cover.

Contact us if you expect to incur legal costs and expenses before doing so, so that we can let you know whether we agree that they are reasonable.

## Conditions

Your claim for this benefit must arise from a valid claim for loss or damage to your car under Third Party Property Cover.

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.

### We won't cover legal liability:

- when the loss or damage occurs to your own property, your spouse's or de facto's property or to property in your possession, custody or control; or
- which is insurable under any statutory or compulsory insurance policy, or compensation scheme or fund; or
- where the legal liability arises out of your use of a substitute car and that substitute car is the subject of a hire car agreement or is owned by you.



# 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

### Damage to your vehicle - up to \$3,000

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:

- up to \$3,000; or
- the market value of your car,

for:

- damage to your car;
- 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
- towing, being the reasonable costs of removing your car to the nearest safe or secure place, if necessary. We will also cover the reasonable costs of towing your damaged car to an approved repairer. We will only pay the damage that was apportioned to the uninsured third party's negligence.

## Conditions

### We will only do this if:

- the other person does not have insurance cover for damage they cause to third party property; and
- you did not cause or contribute to the accident; and
- the other car and/or person can be identified (you should get the full name and address of the person who caused the accident and the registration number of the other car involved to meet this requirement).



# 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**

Page 12

OPTIONAL COVER

# Fire & Theft Cover

PART

1    2    3    4

If your car suffers loss or damage due to:

- theft or attempted theft; or
- fire (including bushfire)

### What we cover

#### Loss or damage to your car

We will pay up to the lesser of \$10,000 or the market value, if your car is lost or damaged due to:

- theft or attempted theft; or
- fire (including bushfire).

### Conditions



OPTIONAL COVER

# Fire & Theft Cover

PART

- 1
- 2
- 3
- 4

If your car suffers loss or damage due to:

- theft or attempted theft; or
- fire (including bushfire)

## What we cover

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

If your claim for the theft of your car is payable, we will organise the hire of a car for you or reimburse you the reasonable cost of hiring a car of a similar make and model.

## Conditions

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

For us to reimburse this cost, you will need to submit a copy of the invoice.

Our payment will be limited to a daily hire rate of up to \$70 per day 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

- 1
- 2
- 3
- 4

If your car suffers loss or damage due to:

- theft or attempted theft; or
- fire (including bushfire)

## What we cover

### Essential repairs - up to \$500

We will pay up to \$500 for essential temporary repairs to restore your car to a roadworthy and safe condition so that you may drive to your intended destination.

## Conditions

Your claim for this benefit must arise from a valid claim for loss or damage to your car under the optional Fire & Theft Cover.

### Personal property - up to \$500

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.

Your claim for this benefit must arise from a valid claim for loss or damage to your car under the optional Fire & Theft Cover.

#### We do not cover:

- 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;
- cash, credit cards or cheques;
- negotiable documents connected with business use, including any trade, business or occupation;
- property being carried in or on a trailer or caravan.



OPTIONAL COVER

# Fire & Theft Cover

PART

1    2    3    4

If your car suffers loss or damage due to:

- theft or attempted theft; or
- fire (including bushfire)

## What we cover

### **Emergency travel and accommodation - up to \$500**

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.

### **Locks and keys - up to \$1,000**

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.

### **Towing costs - reasonable costs**

We will cover the reasonable costs of towing a damaged car to the nearest safe and secure place. We will also cover the reasonable costs of towing your damaged car to an approved repairer.

## Conditions

Your claim for this benefit must arise from a valid claim for loss or damage to your car under the optional Fire & Theft Cover.

Your policy's basic excess will apply to any claim submitted for this benefit.

For example, if it costs \$2,000 to replace or recode your locks and keys and your basic excess is \$800, we'll only pay \$1,000 (the maximum benefit amount).

Your claim for this benefit must arise from a valid claim for loss or damage to your car under the optional Fire & Theft Cover.



# 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**

Page 17

**Damage to other  
people's property**

Page 23

# Accidental loss or damage

PART

- 1
- 2
- 3
- 4
- 5
- 6

If your car suffers loss or damage due to:

- accidents
- collision
- theft or attempted theft
- malicious damage
- fire (including bushfire)
- natural events

## What we cover

## Conditions

### Loss or damage to your car

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:

- accidents;
- collision;
- theft or attempted theft;
- malicious damage;
- fire (including bushfire); or
- natural events.



# Accidental loss or damage

PART

- 1
- 2
- 3
- 4
- 5
- 6

If your car suffers loss or damage due to:

- accidents
- collision
- theft or attempted theft
- malicious damage
- fire (including bushfire)
- natural events

## What we cover

### New for old car replacement 24 months

**This benefit will apply provided:**

- the claim for theft or damage to your car is payable; and
- it's a total loss within the first 24 months of the starting date of its original registration; and
- you are the first registered owner of the car or the car was a dealer demonstrator model when you bought it.

**If the claim meets the conditions above, we will:**

- replace your car with a new car of the same make and the same or most similar specification if available in Australia;
- include the same or similar additional accessories; and
- pay the applicable on road costs (transfer fees, stamp duty, dealer delivery costs, registration and Compulsory Third Party insurance) of the new car.

If we are unable to replace your car with the same new car or, you decide you do not want your vehicle replaced refer to [page 41](#) for details on how we will settle your claim.

## Conditions

Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.

We do not cover the cost of replacing or purchasing an extended warranty or any other insurance.

Where your car is financed we will require written consent from your financier in order to provide a replacement car.

We aren't responsible for any delays that happen with the delivery of your replacement car.



# Accidental loss or damage

PART

- 1
- 2
- 3
- 4
- 5
- 6

If your car suffers loss or damage due to:

- accidents
- collision
- theft or attempted theft
- malicious damage
- fire (including bushfire)
- natural events

## What we cover

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

If your claim for the theft of your car is payable, we will organise the hire of a car for you or reimburse you the reasonable cost of hiring a car of a similar make and model.

## Conditions

Your claim for this benefit must arise from a valid claim for theft to your car under Comprehensive Cover.

For us to reimburse this cost, you will need to submit a copy of the invoice.

Our payment will be limited to a daily hire rate of up to \$70 per day 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; or
- additional hire car costs; or
- accidental loss or damage to the hired car.



# Accidental loss or damage

PART

- 1
- 2
- 3
- 4
- 5
- 6

If your car suffers loss or damage due to:

- accidents
- collision
- theft or attempted theft
- malicious damage
- fire (including bushfire)
- natural events

## What we cover

### **Trailer and caravan cover - up to \$1,000**

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.

## Conditions

Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.

### **Essential repairs - up to \$500**

We will pay up to \$500 for essential temporary repairs to restore your car to a roadworthy and safe condition so that you may drive to your intended destination.

Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.

### **Transit cover**

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.

Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.



# Accidental loss or damage

PART

- 1
- 2
- 3
- 4
- 5
- 6

If your car suffers loss or damage due to:

- accidents
- collision
- theft or attempted theft
- malicious damage
- fire (including bushfire)
- natural events

## What we cover

### Personal property - up to \$500

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.

## Conditions

Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.

### We do not cover:

- 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;
- cash, credit cards or cheques;
- negotiable documents connected with business use, including any trade, business or occupation;
- property being carried in or on a trailer or caravan.

### Child safety seats and prams - up to \$500

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.

Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.



# Accidental loss or damage

PART

- 1
- 2
- 3
- 4
- 5
- 6

If your car suffers loss or damage due to:

- accidents
- collision
- theft or attempted theft
- malicious damage
- fire (including bushfire)
- natural events

## What we cover

### **Emergency travel and accommodation - up to \$500**

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.

### **Locks and keys - up to \$1,000**

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.

### **Towing costs - reasonable costs**

We will cover the reasonable costs of towing a damaged car to the nearest safe and secure place. We will also cover the reasonable costs of towing your damaged car to an approved repairer.

## Conditions

Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.

Your policy's basic excess will apply to any claim submitted for this benefit.

For example, if it costs \$2,000 to replace or recode your locks and keys and your basic excess is \$800, we'll only pay \$1,000 (the maximum benefit amount).

Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.



# 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

### Legal Liability Cover – up to \$20 million

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:

- arises from an accident that is your fault; and
- 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.

We will also pay legal costs and expenses reasonably incurred in relation to a demand to pay compensation which would be covered under this legal liability cover.

Contact us if you expect to incur legal costs and expenses before doing so, so that we can let you know whether we agree that they are reasonable.

## Conditions

Your claim for this benefit must arise from a valid claim for loss or damage to your car under Comprehensive Cover.

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.

### We won't cover legal liability:

- when the loss or damage occurs to your own property, your spouse's or de facto's property or to property in your possession, custody or control; or
- which is insurable under any statutory or compulsory insurance policy, or compensation scheme or fund.



# 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

### Substitute car legal liability cover

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.

## Conditions

This benefit does not cover any loss of or damage to the substitute car.

We do not cover accidents where the substitute car is the subject of a hire agreement or is owned by you.



# 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.

## **Pay As You Drive Cover**

Page 26

## **Hire Car Cover**

Page 29

## **Excess-free Windscreen Cover**

Page 30

## **Excess-free Kangaroo Damage Cover**

Page 31

## **Sports Gear Cover**

Page 32

OPTIONAL COVER

# Pay As You Drive Cover

PART

1      2      3

Choose Pay As You Drive Cover 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 715 919**. Just keep in mind that we will also need to adjust your premium.

## Renewal

On renewal, you can choose to increase or reduce the number of kilometres on your plan if you wish. If you change your Pay As You Drive Cover 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

# Pay As You Drive Cover

PART

1    2    3

Choose Pay As You Drive Cover and save if you drive up to 15,000 km per year.

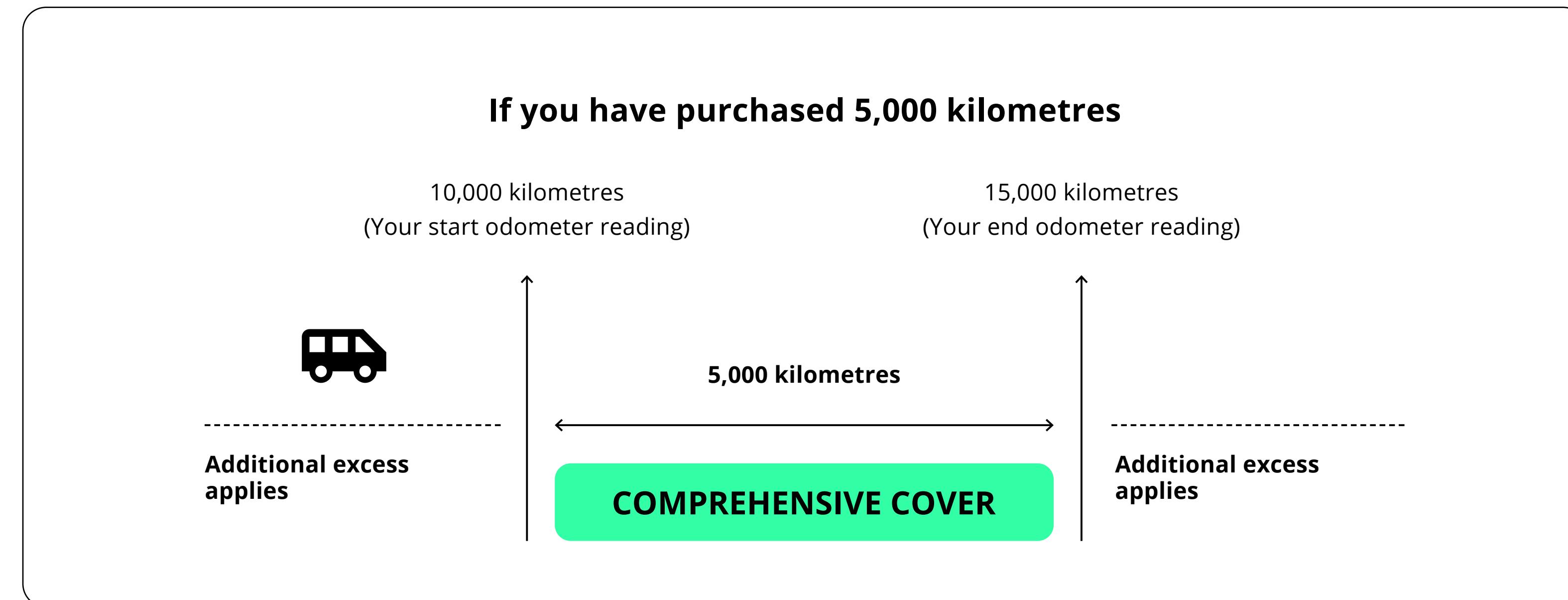
## Additional excess

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 Certificate of Insurance, 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.

## Pay As You Drive Cover - example



OPTIONAL COVER

# Pay As You Drive Cover

PART

1    2    3

Choose Pay As You Drive Cover and save if you drive up to 15,000 km per year.



Main contents

## Your responsibilities

When you choose Pay As You Drive Cover, the following responsibilities and rights will apply.

### 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 Stack On Car Insurance policies also apply if you choose the Pay As You Drive Cover option. [See pages 33-37](#) under 'Your responsibilities'.

## Our rights

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

- inspecting your car;
- asking you to take your car to an appropriate agent of ours;
- asking you for relevant documents, such as photographs, your car's service records or registration inspection certificates.

**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 your claim for damage to, or theft of, your car is payable, we will organise the hire of a car for you or reimburse you the reasonable cost of hiring a car of a similar make and model.</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>For us to reimburse this cost, you will need to submit a copy of the invoice.</p> <p>Our payment will be limited to a daily hire rate of up to \$70 per day 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

If your front windscreen is accidentally broken or damaged, we will pay the cost of replacing or repairing it.

## Conditions

We will not apply the agreed excess(es) (set out on your Certificate of Insurance) to the first front windscreen claim made in any one period of insurance.

We might use glass which was not produced by the original manufacturer but will always meet Australian Design Rules.

This optional cover is not applicable where your covered claim includes damage to your car which is in addition to the front windscreen glass breakage.



### 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

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.

## Conditions

We will not apply the agreed excess(es) (set out on your Certificate of Insurance) to the first animal collision claim made in any one period of insurance.



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 65](#)) 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 jet skis and boats); or
- property being carried in or on a trailer or caravan.



# Your responsibilities

**Your premium**

Page 34

**Your duty to answer  
honestly**

Page 35

**Your other  
responsibilities**

Page 36

# 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.

- 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.

## Paying your premium

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

If any annual premium payment or 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.

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.

## 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;



# Your duty to answer honestly

Before you enter into, vary or renew this insurance policy with us, you have a duty to answer honestly and take reasonable care not to make any misrepresentations.

## What does this mean?

This means you need to take reasonable care to provide honest, accurate and complete answers to any questions that we ask. This includes:

- checking the information we give you when you apply for, renew or change this policy; and
- letting us know if anything's changed or is inaccurate or incomplete.

If you don't correct the information, we'll take it that you agree with the information and that your answers are current, accurate and complete.

## Why is this important?

We rely on your answers and information to decide whether we can insure you, on what terms and for what premium.

It's also important to understand that when you answer our questions, you're answering for yourself and anyone else to whom the questions apply.

If you aren't sure about the answers or the accuracy or completeness of the information, you should take the time to find out before giving a response.

If you don't take reasonable care in answering our questions or correcting the information, you may breach your duty. If that happens, your policy may be cancelled, or treated as if it never existed, and any claim may be denied or not paid in full.

If any question or information isn't clear to you and you need help, you can call us on **1300 715 919**.



# Your other responsibilities

PART

1

2

## 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 Pay As You Drive Cover 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.

Your insurance cover stops if you sell or dispose of your car. You can contact us to cancel your policy and head online to take out a new policy for any replacement car.

## 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.



# Your other responsibilities

PART

1

2

## Paperless correspondence

At On By EnergyAustralia, we're all about using technology to make insurance better for our customers.

We also prefer to communicate with you by email or other electronic channels, to save paper and hassle for everyone. So it's really important you let us know when your email address or other contact details change.

By taking out this policy, you agree that we can communicate with you electronically, which can mean by e-mail or by letting you know that a particular communication can be accessed on a website or through other electronic means. Remember to save any documents or communications for future reference.

Any electronic communication will be considered to have been received by you 24 hours from when we sent them or when we let you know that they were available - unless we receive a failure-to-deliver notification.



# 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 you through the claim process.

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

Page 39

**Assessing your claim**

Page 40

**What we pay**

Page 41

**Repairs and replacements**

Page 42

**Understanding  
your excess**

Page 44

# 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 from [www.experienceon.com.au/car-insurance](http://www.experienceon.com.au/car-insurance).

## 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 reasonable information and assistance to help with the process, including as set out in the following points.

## We may ask you for:

- a face-to-face or telephone interview;
- information including the full name and address of the person who caused the accident and the registration number of the other car involved;
- 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, depending on what approach is more reasonably practicable in the circumstances:

- repair your car if it is safe and economically viable to do so;
- pay you the reasonable cost for you to repair your car;
- replace your car; or
- pay you the agreed or market value of your car (depending on which cover you have selected or any other limit shown on your Certificate of Insurance) if it is a total loss.

When deciding which approach to take, we will consider all relevant circumstances, including but not limited to your preference and the relevant legislation that applies in the State or Territory where your car is being assessed, to determine if 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 64](#)).

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

If your car is declared a total loss, 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.

## Salvage rights

If your car is declared a total loss, the car, along with any salvage rights will become our property. If you would like to keep your vehicle, where reasonable we will agree and let you know the terms that would apply. If we agree, the car and associated salvage rights will no longer be our property.

## 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

1 2

## 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?

An appropriate qualified repairer appointed or approved by us will do the repairs. This policy doesn't offer a choice of repairer option.

## 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, accessories, paintwork, bodywork, mechanical components, batteries or interior trims that have been affected by wear and tear or rust and corrosion or damage unrelated to the event leading to the claim.

We will not incur any repair or replacement costs on your behalf without your agreement. We also won't expect you to pay these costs upfront in order for your claim to be approved.

What you pay will depend 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).

There are some claims where an excess won't apply. Check out 'When won't you have to pay your excess(es)?' on the next page for more details.

## 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. If more than one excess applies to a claim, the excess for that claim is the sum of the applicable excesses. You'll also find the amount of each excess on your Certificate of Insurance.

### Basic excess

This is the amount you pay on each claim made under your policy. If your claim isn't covered, you won't have to pay your excess.

You can choose your basic excess from the options offered when you buy or renew your policy. We offer a range of basic excess options between \$500 and \$5,000. Your chosen excess will be shown on your Certificate of Insurance.



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

### Learner driver excess

This excess is \$800 and applies if the driver is a learner driver.

### Age excess

This applies if the driver is under 25 and has been declared as a driver on your Certificate of Insurance. This excess is \$800 for drivers aged 21 to 24, and \$1,200 for drivers under 21.

This excess does not apply to a learner driver.

### Sports Gear Cover fixed excess

This excess is \$250 and 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 is \$1,600 for drivers aged 21 to 24, and \$2,000 for drivers under 21.

This excess does not apply to a learner driver.

### Inexperienced driver excess

This excess is \$800 and applies if the driver is 25 years of age or over and has not held a valid licence to drive in Australia (excluding learner's licences and permits) for the last 2 years or longer.

This excess does not apply to a learner driver.



# 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).

## Pay As You Drive Cover additional excess

This excess is \$1,000 and only applies if the Pay As You Drive Cover 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. This excess will also apply if you fail to provide us with your start odometer reading within 14 days of your policy start date.

## 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 a third party driving another vehicle, the driver or your car was not at fault and did not cause or contribute to the damage, and the third party who is legally liable for the damage can be identified (to help meet this requirement, you should get the name and address of the third party or the owner of the vehicle, and the registration number of the other vehicle).
- the damage to your car did not involve another car and the responsible party who is legally liable can be identified (you should always get the full name and address of that person to help meet this requirement).
- 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 windscreens.

For claims involving fire, theft, malicious damage, damage that happens while your car is parked, or where the only damage is a broken windscreen, the following excesses will not apply:

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

However, all other applicable excesses will apply.

## 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 before you pick up your car; or
- directly to us when we settle a claim on your behalf with a third party.

Alternatively, we may deduct the excess(es) from the amount to pay you.



# When to contact us

**Changing your cover**

Page 47

**Renewing your policy**

Page 48

**Cancelling your policy**

Page 49

**If you have a complaint**

Page 50

# Changing your cover

We understand that your circumstances may change during your policy period. If this happens, you'll need to let us know. This is an important part of 'Your duty to answer honestly' (**see page 35**).

## You need to tell us immediately if:

- your address or other contact details change;
- you sell your car;
- there are any changes to the physical condition of your car; or
- you plan to, or have, added accessories or modifications to your car.

You should also tell us straight away if any of the details on your Certificate of Insurance are no longer accurate.

You can do this by calling us on **1300 715 919**.

If you don't let us know when things change, this may affect any claim you may make.



Remember, when your policy details change, there may be a change to your premium.

In some cases, the change in your circumstances may mean that we're not able to offer you cover anymore. If we're unable to continue to cover you, we'll let you know.

# 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 it may also include notice of any proposed changes to the terms of the policy to be renewed.

In some cases, we may offer to renew your policy with a different level of cover.

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 "Your duty to answer honestly" ([see page 35](#)).

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

3

If you don't want to proceed with a renewal, or if you need to disclose any further information to us, please call us at least 2 business days before the renewal date.

Unless you tell us that you don't want to proceed with renewal, we will automatically deduct/charge the renewal premium from your debit or credit card.

You also have a 14 day cooling off period following the renewal of your policy that allows you to cancel your policy and receive a refund of the premium paid (see the 14 day cooling off period on [page 3](#) for further information). You can also still cancel after the 14 day cooling off period (see Cancelling your policy on [page 49](#) for further information).

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.

Alternatively, if you've opted out of automatic renewal, we'll send you a notice advising you whether we will offer renewal, and if so, asking you to contact us if you would like to continue your cover. If you don't contact us, your policy will lapse. If you would like to opt out, let us know before your policy ends.



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 to answer honestly'; 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

## How to make a complaint

If you have a complaint or dispute, we're committed to working with you to resolve it as quickly as possible. These steps below are a part of our complaint resolution procedure:

### We'll do our best to help you with your concerns

Get in touch with us on **1300 715 919** or email [insurancesupport@experienceon.com.au](mailto:insurancesupport@experienceon.com.au) about your concerns, and we'll do our best to resolve them as quickly as possible. Please make sure to give us as much information as you can, so that we can best help you.

If we aren't able to resolve your concerns, we'll escalate your complaint to our Customer Resolution Team. They'll review your complaint and provide you with a response.

We'll give you the contact details of the person looking after your complaint, and we'll make sure to give you regular progress updates.

### If we can't resolve your complaint:

If you aren't happy with our decision, or we've taken more than 30 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 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

Page 52

## How we protect your privacy

Page 56

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

Page 57

## Governing Law

Page 58

## Financial Claims Scheme

Page 59

## The General Insurance Code of Practice

Page 60

## Supporting customers experiencing vulnerability

Page 61

## Updating this PDS

Page 62

# 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, this exclusion will not apply if you can prove that you had no reason to suspect, and a reasonable person in your situation would have had no reason to suspect that the driver of your car 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 unroadworthy condition unless this 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 this did not cause or contribute to the accident;
- outside Australia.

If you use your car at any time for:

- business purposes to generate a fee or reward (including but not limited to carrying passengers, as a hire car, courtesy car and/or for driving lessons);
- ridesharing;



# General exclusions

PART

1    2    3    4

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

- peer-to-peer car 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.

## 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 that we did not approve except for essential repairs to restore your car to a roadworthy and safe condition so that you may drive it to your intended destination or needed to minimise or prevent further loss or damage to your car;
- routine repairs and servicing not relating to the claim;
- 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 costs claimed for damage, replacement or repairs to performance modifications or non-standard accessories on the car, or claims caused by or contributed to by modifications or non-standard accessories on the car, to the extent permitted by law, where these were not notified to us and the policy was not varied to cover them beforehand (refer to 'Notify us when things change' on [page 36](#)).

## Financial and non-financial exclusions

Your policy does not cover you for:

- any loss or damage to your car for any amount over the agreed value as shown on your Certificate of Insurance or over the market value of your car;
- 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;



# General exclusions

PART

1    2    3    4

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:

- fines or penalties for criminal acts or breaches of road traffic rules or statutes by you or the driver, or the costs of dealing with or defending against any such allegations, charges, prosecutions or penalties;
- damage to property belonging to you or any other person covered by the policy, any family member or person who usually lives with you. This exclusion does not apply to the cover expressly provided by this policy for your car, accidental damage covered by legal liability cover, or under additional benefit 'Personal property' see [pages 14](#) and [21](#) or under the optional Sports Gear Cover see [page 32](#));

- damage to property or premises in the care, custody or control of you or any other person covered by this policy unless you are leasing or renting the premises. This exclusion does not apply to the cover expressly provided by this policy for your car, accidental damage covered by legal liability cover, or under the additional benefit 'Personal property' see [pages 14](#) and [21](#) or under the optional Sports Gear Cover see [page 32](#));
- 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 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;



# General exclusions

PART

1    2    3    4

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

- ionising radiation or contamination by radioactivity from any nuclear fuel, nuclear waste, and the combustion of nuclear fuel or nuclear weapons material;
- highly pathogenic avian influenza, rabies, cholera, human diseases listed under the Biosecurity Act 2015 (Cth) (or any amendment, replacement, successor or delegated legislation), or any mutation of such disease, including any:
  - fear or threat of such disease (whether actual or perceived);
  - action taken by a competent public authority in controlling, preventing or suppressing such disease; or
  - cost or expense to clean-up, decontaminate, disinfect, remove, replace, monitor or test for any such diseases or any property insured under this policy that is affected by or suspected to be affected by such disease; or
- asbestos in any way, including any materials containing asbestos in any form or quantity.

**For specific conditions, responsibilities and requirements of the Pay As You Drive Cover option see pages 26-28. 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 underestimate your entitlement, you may be liable for GST on a claim we pay.



# Governing Law

Any disputes arising out of or under this policy shall be determined by the courts, and subject to the laws of the state or territory in Australia where the insured site is located.



# Financial Claims Scheme

Should Hollard become no longer able to meet its obligations to you under the policy, you may be entitled to a payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Further information about the Scheme can be obtained from [fcs.gov.au](http://fcs.gov.au) or their hotline **1300 55 88 49**.

Please refer to the Financial Services Guide for Compensation Arrangements of our Authorised Representatives.



# The General Insurance Code of Practice

Hollard and Open are both signatories to the General Insurance Code of Practice. The objectives of this Code are to:

- commit insurers to high standards of service;
- promote better, more informed relations between customers and us;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for resolving customer complaints; and
- promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee (CGC) is the independent body that monitors and enforces our compliance with the Code. It also aims to drive better Code compliance, helping the insurance industry to improve its service to consumers.

For more information about the CGC, or to obtain a copy of the Code please visit [insurancecode.org.au](http://insurancecode.org.au) or phone **1800 931 678**.



# Supporting customers experiencing vulnerability

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

- age
- disability
- mental health conditions
- physical health conditions
- family violence
- language barriers
- literacy barriers
- cultural background
- Aboriginal or Torres Strait Islander status
- remote location, or
- financial distress.

More information about the extra care we can offer and how we support customers is available at [beopen.com](http://beopen.com).



# Updating this PDS

We may change this PDS at any time. Changes will apply to quotes and renewal notices issued after the date of the change. For the latest changes, visit [www.experienceon.com.au/car-insurance](http://www.experienceon.com.au/car-insurance).

If the change is relatively minor and wouldn't affect a decision to buy or renew the policy, we'll set out the details at [www.experienceon.com.au/car-insurance](http://www.experienceon.com.au/car-insurance). For other changes, we'll issue a Supplementary PDS or a new PDS, and if they will apply to your policy, we'll let you know about them before you purchase and/or renew the product.



# 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.

## Definitions

### 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

You or another person driving or in control of your car with your permission.

### 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 [page 44](#)). 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 the market would pay for your car immediately before its loss or damage, taking into account the age, make, model, conditions and kilometres travelled by your car and having regard to relevant industry publications and data sources to help determine the amount. The amount does not include any registration costs, stamp duty or transfer fees or allowance for dealer delivery. 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.



## Definitions

### 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.

### On By EnergyAustralia

On by EnergyAustralia  
(a brand of EnergyAustralia Pty Ltd used under licence by EnergyAustralia Home Services Pty Ltd ABN 43 095 759 881).

### 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.

### What this FSG explains

This FSG tells you who we are and what we do before we provide you with a financial service.

It explains:

- who we are and the service we are authorised to provide to you;
- how we 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.

The aim is to help you decide whether to use our services.

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

### Important information about this document

The financial services offered in this FSG are provided by:

- On by EnergyAustralia Home Services Pty Ltd ABN 43 095 759 881 (**On by EnergyAustralia**); and
- Open Insurance Pty Ltd ABN 23 166 949 444 AFSL 451712 (**Open**).

Together, On by EnergyAustralia and Open are referred to in this FSG as '**we**', '**us**' and '**our**'.

Open is an Australian Financial Service Licensee and On by EnergyAustralia is an authorised representative of Open under authorised representative number 1288568.

The distribution of this FSG has been authorised by Open.

### Financial services we provide to you

On by EnergyAustralia is authorised to deal in and provide general advice about On by EnergyAustralia branded general insurance products as Open's authorised representative. On by EnergyAustralia acts on behalf of Open and the insurer.

Open is authorised to provide you with general advice and to issue, vary and dispose of contracts of insurance for general insurance products. Open are also authorised to provide claims handling and settling services for those contracts of insurance. When Open does these things, it does so under its Australian Financial Services Licence (**AFSL**) and on behalf of the insurer. The insurer of On by EnergyAustralia car insurance is The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 AFSL 241436 (**Hollard**).

Any advice you receive from On by EnergyAustralia Home Services or Open is general advice only and has been prepared without taking into account your objectives, financial situation or needs.

### Our associations and relationships

On by EnergyAustralia is an authorised representative of Open.

Open acts under a binder agreement with Hollard to issue, vary or dispose of this insurance and administer and settle claims of this insurance, which means that it can do these things as if it were Hollard. This means that, together, On by EnergyAustralia and Open are acting for and represent Hollard and not you.

Hollard also owns a significant shareholding in Open.

### Payments and benefits we receive

The premium for this Stack On Car Insurance policy is payable to Hollard as the insurer.



On by EnergyAustralia receives a commission from Hollard for each Stack On Car Insurance policy sold of up to 15% of the premium you pay (excluding any applicable taxes or government charges). This commission is included in the cost of the insurance products.

Open is remunerated by Hollard for providing services on Hollard's behalf in relation to this policy, like sales, policy administration and servicing, up to 10% of the total premium you pay.

Open also receives a percentage of the underwriting profit derived by Hollard in respect of Stack On Car Insurance. Underwriting Profit is calculated in any given year by adding all of the premiums received in that year and deducting the amount of all claims and administration costs incurred during that same year.

Both On by EnergyAustralia and Open employees receive a salary. They may be eligible for an annual performance payment or retention incentives which are discretionary and based on reaching agreed performance levels.

For more information about the remuneration or other benefits received for the financial services provided, please ask Open or On by EnergyAustralia within a reasonable time of receiving this FSG and before you choose to buy this product.

## 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, Hollard 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, Hollard 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 respective Privacy Policies which are available on our websites:

- On by EnergyAustralia: [help.experienceon.com.au](mailto:help.experienceon.com.au)
- Open: [beopen.com/terms](http://beopen.com/terms)

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).

## Our contact details

On by EnergyAustralia's contact details are:

Email: [insurancesupport@experienceon.com.au](mailto:insurancesupport@experienceon.com.au)

Phone: **1300 715 919**

Open's contact details are:

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

Phone: **1300 811 224**



### How we resolve your complaints

If you have a complaint about the financial services either On by EnergyAustralia or Open provides, please feel free to contact Open by emailing [help@beopen.com](mailto:help@beopen.com). We'll do our best to resolve your concerns as soon as possible.

If we can't resolve your complaint straight away, or if you're not satisfied with how we've tried to resolve it, you can ask for an independent review of your complaint.

If you're not happy with our 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.

### Compensation arrangements

In accordance with s912B of the Corporations Act, On by EnergyAustralia maintains adequate professional indemnity insurance. This insurance cover extends to claims in relation to us acting as an authorised representative of Open and if EnergyAustralia's employees and representative, past and present are negligent in providing financial services on behalf of Open.

Open holds professional indemnity insurance that satisfies the requirements of section 912B of the Corporations Act. This insurance also covers the conduct of representatives (excluding On by EnergyAustralia as they have their own policy) including representatives who were authorised by Open at the time of providing the advice or financial service but are no longer representatives at the time of your complaint.





 [insurancesupport@experienceon.com.au](mailto:insurancesupport@experienceon.com.au)

 **1300 715 919**

 [www.experienceon.com.au/car-insurance](http://www.experienceon.com.au/car-insurance)

Open Insurance Pty Ltd ABN 23 166 949 444

Australian Financial Services Licence (AFSL) 451712