



Don't get fleeced

Car Hire Excess Policy Document



Combined Financial Services Guide (FSG)
and Product Disclosure Statement (PDS)

1 September 2016

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Important Matters

Your Insurer

Car Hire Excess is a trading name of The **Insurance Geeks** Pty Ltd ABN 35 612 507 785.

Your policy is underwritten by certain underwriters at Lloyd's (the insurer).

The insurer has appointed Insurance Geeks to issue, vary, renew or cancel the policy and to handle and settle claims on the insurer's behalf. Car Hire Excess is authorised by ASIC to provide general financial product advice on and deal in general insurance products.

Your Car Hire Excess Policy

If you buy the **policy**, this document and your **certificate of insurance** make up your insurance contract with us. Be sure to keep them in a safe place.

Preparation Date

The preparation date of this PDS is 1st of September 2016.

Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter a contract of insurance with us to that which applies when you vary, extend or reinstate the contract.

If we ask you questions that are relevant to our decision whether to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would

include in answering the questions.

You have this duty until we agree to insure you.

If You Do Not Tell Us Something

If you do not tell us anything you are required to tell us, we may cancel your insurance 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 claim and treat the insurance contract as if it never existed.

Words with Special Meanings

Some words in this document have defined meanings. Where they appear:

- 'You' and 'your' mean the person(s) whose name(s) is set out on your **certificate of insurance**, and the **insured drivers** nominated on your **rental vehicle agreement**.
- 'We', 'our' and 'us' means the insurer who deals with you through **Car Hire Excess**.
- Words in **bold** have a special meaning which is explained in the definitions section inside the back cover.

Product Disclosure Statement (PDS)

This PDS explains:

- How to buy the **policy**
- What the **policy** covers
- General conditions and exclusions
- How to claim under this **policy**

You should read PDS before buying the **policy** because you are responsible for ensuring that the insurance cover you select is suitable for your needs.

Any updates to this PDS, will be available at www.carhireexcess.com.au. We'll email you if any important changes happen while your policy is in force.

Buying The Policy

Before buying the **policy** you need to think about:

- The amount of excess cover you need?
- Geographically where you require cover?
- Whether you are eligible for cover?
- How much the **policy** will cost?
- What if you change your mind?
- What if you have a complaint?

Excess Amount Covered

We will reimburse you for the excess or repair costs up to a maximum of \$8,000. The most that you can claim in total will be shown on your **certificate of insurance**. This will range from \$4,000 to \$8,000 depending upon the excess amount you selected when purchasing your **policy**.

All amounts shown throughout this PDS are in Australian Dollars (AUD).

Geographical Location Covered

You are covered only when you use the **rental vehicle** in the geographical location specified on your **certificate of insurance**. This will be one of the following geographical areas:

AUSTRALIA

Travel within Australia only.

WORLDWIDE

Anywhere in the World excluding any **journey** in, to, or through Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Sudan and Zimbabwe.

Eligibility for Cover

RENTING A VEHICLE IN AUSTRALIA

- cover is available irrespective of your country of residency;
- you only have cover for travel within Australia;
- you must purchase your policy before you collect the **rental vehicle** from the rental company;
- cover begins when you collect the **rental vehicle** from the rental vehicle company; and
- cover ends when you return the **rental vehicle** to the rental vehicle company, or on the end date specified on your certificate of insurance, whichever happens first.

RENTING A VEHICLE OVERSEAS

- cover is available if you are **domiciled in Australia**;

- you have worldwide cover as stated above within the geographical locations covered under this policy.
- you must purchase your **policy** before you collect the **rental vehicle** from the rental company;
- cover begins when you collect the **rental vehicle** from the rental vehicle company; and
- cover ends when you return the **rental vehicle** to the **rental vehicle** company, or on the end date specified on your **certificate of insurance**, whichever happens first.

Age Limits

Age limits are as at the date of issue of your **certificate of insurance**.

Cover is available to **insured drivers** 21-75 years of age (inclusive).

Cost of The Policy

We'll tell you the premium payable for your **policy** when you apply for cover. It will be based on several factors including the duration of your **journey** and the amount of excess cover you choose. It will also include some government charges and taxes such as GST and stamp duty.

Cancellation and Refunds

If you decide that you do not want this **policy**, you may cancel it within 14 days after you are issued your **certificate of insurance** and PDS. You will be given a full refund of the premium you paid, provided you have not started your **journey** and you do not want to make a claim or to exercise any other right under the policy.

After this period, you can still cancel your **policy**

but we will not refund any part of your premium if you do.

Complaints

If you have any concerns about the **policy** or the insurance services you receive, see the **Complaints Procedures**.

Extending your cover

If you need to extend your **policy**, we must receive your request to extend cover at least 48 hours before your original **policy** expires. Cover will be extended subject to our approval, and your payment of the additional premium.

Where we have agreed to extend cover, we will issue you with a new **certificate of insurance**. The period of cover on your new certificate cannot exceed 180 days.

Extensions of cover are not available where:

- You have not first extended the **rental agreement**; or
- At the time of extension, you are aged 76 years or over; or
- You have not advised us of any circumstances that have given (or may give) rise to a claim under your original policy.

Confirmation of Cover

To confirm any policy transaction, (if the certificate of insurance does not have all the information you require), please call Car Hire Excess on 1300 101 511.

What The Policy Covers

Rental Vehicle Excess Reimbursement

This benefit only applies to **nominated drivers**.

We will pay

If during your journey, a **rental vehicle** you have rented from a rental company or agency is damaged or stolen while in your custody, we will pay the lesser of:

- a) The amount of excess you had to pay under the terms of the **rental agreement**; or
- b) Reimbursement for costs that you are charged under the terms of the **rental vehicle agreement**, for loss or damage to windscreens and auto glass, roof, tyres and underbody of the **rental vehicle**; or
- c) The cost of repairing the **rental vehicle**. You must provide a copy of the repair account and/or quote.

The maximum we will pay for a claim under this benefit is the excess amount insured as stated on your **certificate of insurance**.

We will not pay

We will not pay a claim involving the theft of, or damage to, your **rental vehicle** if the claim **arises** from you operating or using the **rental vehicle**:

- in violation of the **rental agreement**;
- while affected by alcohol or any other drug in a way that is against the law of the place that you are in; or
- without a licence for the purpose that you were using it.

Rental Vehicle Return

This benefit only applies to **nominated drivers**.

We will pay

We will pay up to \$500 for the cost of returning your **rental vehicle** to the nearest depot if your medical adviser certifies in writing that you are unfit to do so during your **journey**.

General Exclusions

To the extent permissible by law, we will not pay if:

1. You do not act in a responsible way to protect yourself and your property and to avoid making a claim.
2. You do not do everything you can to reduce your loss as much as possible.
3. Your claim is for consequential loss of any kind, including loss of enjoyment.
4. At the time of purchasing the **policy**, you were aware of something that would give rise to you making a claim under this **policy**.
5. Your claim arises because you act illegally or break any government prohibition or regulation including visa requirements.
6. Your claim arises from a government authority confiscating, detaining or destroying anything.
7. Your claim arises from any act of war, whether war is declared or not or from any rebellion, revolution, insurrection or taking of power by the military.
8. Your claim arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.
9. Your claim arises from biological and/or chemical

material, substance, compound or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear.

10. Your claim arises directly or indirectly from an act or threat of terrorism.
11. Your claim arises from, or is in any way related to depression, anxiety, stress, mental or nervous conditions.
12. Your claim arises from suicide or attempted suicide.
13. You were under the influence of alcohol or drugs, except a drug prescribed to you by a medical adviser, and taken in accordance with their instructions.
14. Your claim arises from motor sports of any kind.

General Conditions

Other Insurance

If any loss, damage or liability covered under this **policy** is covered by other insurance, you must give us details. If you are paid the full amount of your claim under one **policy**, you cannot make a claim under another **policy**.

If you are not paid the full amount of your claim under another **policy**, we will make up the difference provided your claim is covered by the **policy**. We may seek contribution from other insurer. If we do, you must give us any information or assistance we reasonably need to do so.

Subrogation

If you are aware of any third party that is or may be liable for your loss or damage, you must tell us about them.

We are entitled to and may (at our discretion) seek to recover compensation for any party in respect of

anything covered by this **policy**, including bringing legal proceedings. We are entitled to control and settle any such recovery action.

You must provide any assistance and permit all acts and things that we reasonably require to enable us to pursue any such recovery actions even if we have not yet paid your claim or the amount we pay does not fully compensate you for your loss or damage.

Recovery

Any money we recover from a third party under our right of subrogation will be applied in the following order:

1. To us, our costs (administration and legal) arising from the recovery;
2. To us, an amount equal to the amount we pay you under your **policy**;
3. To you, your uninsured loss.

Once we have paid your total loss, we will keep any money left over.

If we have paid the full amount of your loss and you later receive a payment from someone else for that loss, you must pay that money to us (but only up to the amount we paid you).

If we pay for lost or damaged property which is later recovered or replaced by a third party, you must repay us the amount we paid for that property.

Business Trip – GST

If you are entitled to claim an input tax credit in respect of a cost for which a claim is made, or would be entitled to an input tax credit if you were to incur the relevant cost (i.e. in replacing a lost or stolen item), the amount we would otherwise pay will be reduced by the amount of that input tax credit.

Jurisdiction and Choice of Law

This **policy** is governed by laws of New South Wales, Australia. If you purchase the **policy**, you agree to submit to the exclusive jurisdiction of the Courts of that State.

The insurer agrees that:

- In the event of a dispute arising under this **policy** it will at your request, submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court;
- Any summons notice or process to be served on the insurer may be served on Lloyd's General Representative in Australia, Suite 2, Level 21, Angel Place, 123 Pitt Street, SYDNEY NSW 2000 who has authority to accept service and to enter an appearance on the insurer's behalf, and who is directed at your request to give a written undertaking that he will enter an appearance on the insurer's behalf;
- If a suit is instituted against any one of the participating underwriters, all underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

Making A Claim

This part of PDS explains what you need to do if you need to make a claim or want to make a complaint.

Step 1 - Submit Your Claim

If you need to make a claim on the **policy**, it is important that you let us know as soon as possible and within 30 days of your return home. Here how:

- Call us on 1300 383 550
- Email us at info@travelclaimscentre.com.au

When submitting your claim, make sure you provide us with full information. We will require your **rental agreement** and receipt showing the excess amount paid.

If you delay submitting your claim, or provide us with insufficient information and we are disadvantaged as a result, we may need to reduce the amount we pay in settlement of your claim.

Step 2 - Claim Assessment

We will assess your claim within 10 business days of receiving it, provided we have all necessary information and documentation. If we need additional information, we'll let you know and provide an estimate of the expected turnaround and process for making a decision.

Once our assessment is complete, we'll decide whether to accept or deny your claim. If it is denied, we'll let you know in writing and give you our reasons.

Step 3 – Excess Reimbursement

If your claim is accepted, we'll pay the amount due to you in Australian dollars. We'll pay this to you unless you ask us to pay someone else.

Importantly:

If you make a claim against someone else in relation to a loss covered by the **policy** and do not get paid the full amount of your claim, we'll make up the difference provided:

- the claim is covered by the **policy**; and
- you claim against the other person first.

Got A Complaint?

If you have concerns about the **policy** or our services, refer to the [Complaints Procedure](#).

Financial Services Guide (FSG)

This FSG describes the financial services provided by **Car Hire Excess** and is designed to assist you to decide whether to use these services. It also describes how **Car Hire Excess** is paid, our professional indemnity insurance and how we manage complaints.

About Us

Your **policy** is underwritten by certain underwriters at Lloyd's (the insurer).

The insurer has appointed **Car Hire Excess** to issue, vary, renew or cancel the **policy** and to handle and settle claims on the insurer's behalf. **Car Hire Excess** is authorised by ASIC to provide general financial product advice on and deal in general insurance products.

Car Hire Excess acts as an agent of the insurer and not as your agent.

Remuneration and Associations

How we are paid

The premium for the **policy** is payable to the insurer.

Car Hire Excess is paid 32% (inc GST) of the premium paid for the **policy** for our costs of issuing the **policy** and managing claims.

Who we pay

If you are referred to **Car Hire Excess** by one of our referral partners, **Car Hire Excess** will pay the person a referral fee; of up to 15% of the premium we receive.

Car Hire Excess' employees and representatives receive an annual salary.

To obtain more information about our remuneration arrangements please contact **Car Hire Excess** before we provide any financial services to you.

Professional Indemnity Insurance

Car Hire Excess has professional indemnity insurance covering errors and mistakes made in relation to our insurance services. This insurance meets the requirements of the Corporations Act 2001 (Cth) and covers the services provided by **Car Hire Excess** and our representatives after they cease working for us, provided claims are made when they arise and during the relevant **policy** period.

General Insurance Code of Practice

Car Hire Excess and the insurer comply with the General Insurance Code of Practice (Code). The Code sets minimum standards that we will uphold in relation to this insurance and the services we provide. Further information and the Code is available at www.codeofinsurance.com.au and on request.

Complaints

We treat complaints seriously. If you have a concern about this policy or the insurance services we provide, please let us know by calling 1300 383 550 or emailing complaints@travelclaimscentre.com.au

We'll acknowledge your complaint and attempt to resolve it within 15 business days, if we have all necessary information and have completed any investigation required, we'll agree reasonable alternative timeframes with you.

In the unlikely event that this doesn't resolve the matter or you are not satisfied with the way your complaint has been dealt with, you can contact the

insurer directly at:

Lloyd's Australia Limited
Suite 2, Level 21 Angel Place
123 Pitt Street
SYDNEY NSW 2000

Telephone : + 61 2 9223 0752

Facsimile: +61 2 9223 1466

Email: ldraustralia@lloyds.com

If your complaint remains unresolved after this process or you haven't received a written response within 45 calendar days, you can refer the matter to the Financial Ombudsman Service Limited (FOS). It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference. You can contact FOS through www.fos.org.au or:

GPO Box 3, Melbourne VIC 3001

Phone: 1300 780 808

Fax: 03 9613 6399

Email: info@fos.org.au

Privacy

Car Hire Excess and the **insurer** are committed to ensuring the privacy and security of your personal information. We use the information you provide to assess the risk of, provide you with insurance cover, and assess and manage claims.

We may also use your contact details to send you information and offers about products and services we believe will be interest of you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim.

If you provide us with information about someone else, you must obtain their consent to do so.

When issuing and administering your insurance,

Car Hire Excess will provide your information to the insurer in the United Kingdom. This may include your medical information if you have made a medical related claim. Your information may also be provided to contracted third party service providers (e.g. emergency assistance and claims management companies), but reasonable steps will be taken to ensure that they comply with privacy legislation.

Car Hire Excess has a Privacy Policy containing information about how you can access or correct the information we hold about you, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone 1300 101 511 or email info@carhireexcess.com.au.

In providing your personal information, you consent to its collection and use as outlines above.

Contact Us

You can contact **Car Hire Excess** at any time using the Contact Details on the back cover.

Definitions

Some words used in this PDS have a special meaning. When these words are used, they have the meaning set out below.

Insurance Geeks Pty Ltd ABN 35 612 507 785 is a trading as '**Car Hire Excess**'. **Car Hire Excess** issues the policy to you and handles claims as an agent for the insurer.

“arise”, “arises” or “arising” means directly or indirectly arising from or in any way connected with.

“domiciled in Australia” means that you consider your permanent place of residence; abode house or home to be within Australia.

“excess” means the amount as stated in the **rental agreement** that you are responsible for in the event of loss or damage.

“insured drivers” means you and other drivers covered by this policy so long as they are named on the **rental agreement** and qualify for cover.

“journey” means your journey from the time when you collect the **rental vehicle** from the **rental vehicle**, and ends when you return the **rental vehicle** to the rental vehicle company, or on the end date specified on your **certificate of insurance**, whichever happens first.

“medical adviser” means a qualified doctor of medicine or dentist registered in the place where you received the services.

“nominated driver” means the person(s) whose names(s) are set out on the **rental agreement**.

“policy” means your car hire excess insurance policy with us and is made up of this Product Disclosure Statement, your Certificate of Insurance and any other document we tell you forms part of

this policy. Together these documents make up your contract with us.

“rental vehicle” means a campervan/motorhome that does not exceed 4.5 tonne, a sedan, hatchback or station-wagon, 4WD or mini bus/people mover rented from a licensed motor vehicle rental company.

“rental agreement” and **“rental vehicle agreement”** means the contract signed by the lead named insured driver and the car rental company or agency for the hire of a rental vehicle for business or pleasure purpose.



GENERAL ENQUIRIES

Phone: 1300 101 511

Email: info@carhireexcess.com.au

CLAIMS ENQUIRIES

Phone: 1300 383 550

Email: info@travelclaimscentre.com.au

STREET ADDRESS

Level 11, 307 Pitt Street
Sydney NSW 2000

carhireexcess.com.au



Coverholder at **LLOYD'S**