# Zurich InsureMyTesla

### **Product Disclosure Statement**

We recommend you read this Product Disclosure Statement (PDS) carefully before applying for Zurich InsureMyTesla Insurance to decide whether this product is right for you.

This PDS will help you to compare this product with similar products you may be considering.

Preparation date: 25 May 2024

Effective date: 14 June 2024



### Welcome

This document is divided into sections to help you understand what our insurance covers. The table of contents on the following page provides a detailed overview of this document.

Simply click on the blue buttons to navigate to each section. You can also click on each subsection to find the information that you are looking for.



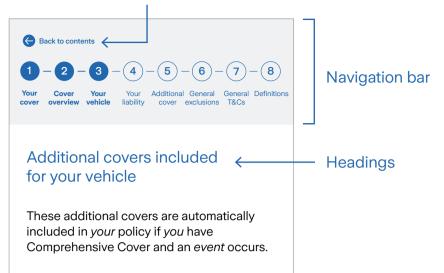
As part of our commitments to our customers, this document meets the WriteMark Plain Language Standard. The WriteMark is a quality mark awarded to documents that achieve a high standard of plain language.

### How to use this document

You will find a grey navigation bar that indicates your progress through this document. Tap on the number to navigate to relevant sections.

To return to the contents page simply tap on 'Back to contents'.

#### Return to the contents page



# Headings are not part of your policy

Headings have been included for ease of reference in this PDS, but do not form part of the policy.

# We use *italics* to highlight key terms with specific definitions

We italicise terms in this PDS to show that words are abbreviations or have a particular defined meaning.

Refer to the Definitions section of this document from page 113 to see the full meaning of italicised terms.

#### We're here to help

1800 319 284

🔀 insuremytesla@zurich.com.au

www.zurich.com.au/insuremytesla

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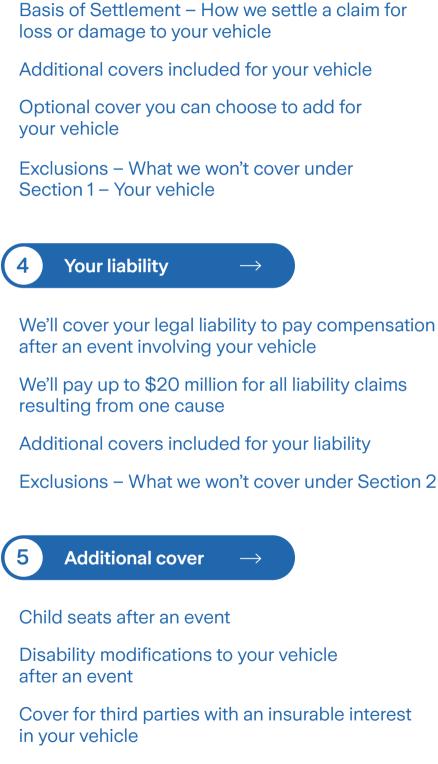
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#### **About Zurich**

We support the General Insurance Code of Practice

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This policy may be protected under the Financial Claims Scheme





### 1. Your cover

This Product Disclosure Statement (PDS) is an important document. *You* should read it carefully before deciding to purchase this product.

#### This PDS will help you:

- decide whether this product will meet *your* needs
- compare this product with other insurance products you may be considering.

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure *you* have the cover *you* need.







### Our contract with you is made up of several documents

*Your* policy is a contract of insurance between *you* and Zurich and contains all the details of the cover that we provide. *Your* policy is made up of:

- the policy wording, which begins on page 10 of this document and sets out the claims procedure, exclusions and other terms and conditions of cover
- the information you provide to us when applying for insurance cover
- the most current policy schedule we have provided to you. The schedule is a separate document unique to you, showing the insurance details relevant to your cover. It includes any changes, exclusions, terms and conditions that may amend the policy to suit your individual circumstances
- any other changes we otherwise advise in writing (such as an endorsement or a supplementary PDS). These changes vary or modify the above documents.



This document will also be the PDS for any offer of renewal we may make, unless we tell *you* otherwise. Please keep *your* policy documents in a safe place.

We reserve the right to change the terms of this product where we are permitted to do so by law.

# This product can cover your vehicle, your liability to others, or both

Zurich InsureMyTesla Insurance is designed for individuals or businesses who have purchased a *Tesla vehicle* and want to insure their *vehicle* with either Comprehensive Insurance or Third Party Liability Cover.



#### Two types of cover are available:







 liability cover for certain loss or *damage you* or certain other people cause to third party vehicles and property (Section 2).

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This cover does not include loss covered by any statutory compulsory insurance or accident compensation scheme, such as compulsory third party insurance (Section 2).

For a summary of the benefits available under each plan, see 'Cover overview' on pages 20 to 28.



### You can apply for this product online or through your Tesla mobile app

You can apply for this product through your *Tesla* mobile app or by visiting us at <u>www.zurich.com.au/insuremytesla</u>.

### Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions, and limits and sub-limits. *You* should be aware of these factors when deciding to purchase our product. These may affect the amount we'll pay *you* if *you* make a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of a value shown in *your schedule*, or some other amount, factor or item specified in the relevant clause of this policy.

*You* should consider the following matters when deciding whether this product is suitable for *your* needs.



# Basis of Settlement for Section 1 – Your Vehicle

When Section 1 – Your Vehicle is selected, there are two options for your Basis of Settlement. This means we'll use one of the two values below to determine how much to pay *you* if *you* make a claim.

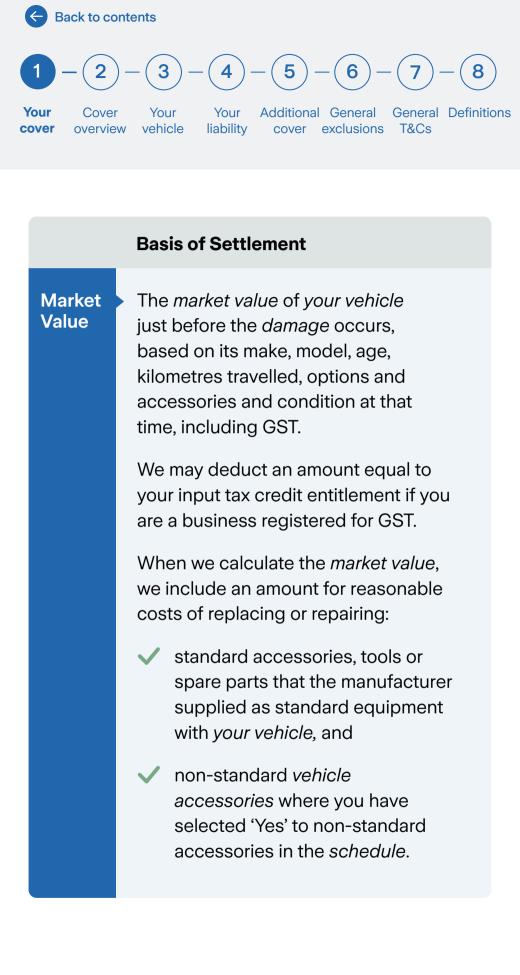
The Basis of Settlement that you select will impact how much we pay you for certain claims. Your chosen Basis of Settlement affects how we value your vehicle and will determine how much we pay for some claims and the amount of the premium.

#### **Basis of Settlement**

#### Agreed Value

The amount specified as the Agreed Value, including GST, in *your schedule*. This amount includes *vehicle accessories*, tools and spare parts that the manufacturer supplies as standard equipment with *your vehicle*. Any *vehicle accessories* specified in the *schedule* are included in the *agreed value*.

We may deduct an amount equal to your input tax credit entitlement if you are a business registered for GST.





#### Basis of Settlement for Section 2 – Your Liability

The total limit of liability for Section 2 cover is set out within the policy. Refer to <u>page 55</u> to review these limits, so *you* can check that they're adequate for *your* requirements. These limits determine how much we'll pay if *you* make a claim under Section 2.

# Exclusions – the things we don't cover

This policy contains exclusions which set out where cover won't apply. Some of these exclusions are common in insurance policies, and others may be less common, meaning they may be unexpected. Refer to the exclusions sections to check that this cover is suitable for *your* requirements.

- Section 1 Your Vehicle exclusions: page 52.
- Section 2 Your Liability exclusions: page 64.
- General exclusions for Sections 1 and 2: page 74.



# Excess – the first portion of the claim that you're responsible to pay

You must pay the excess listed in your policy schedule when you make a claim, except where this PDS says no excess applies. A basic excess applies to all policies.

Refer to page 90 for more information about excess.

#### Terms and conditions

Terms and conditions applying to *your* policy set out *your* responsibilities.

Please refer to page 112.

Make yourself aware of all the terms and conditions that apply. If *you* don't meet them, we may decline or reduce a claim payment, or cancel *your* policy.



#### Make sure you have the cover you need

*You* should carefully consider the appropriate amounts and risks for which *you* need to be insured.



If you don't adequately insure for the relevant risks, you may have to bear any uninsured losses yourself.

#### You have a duty of disclosure

You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth). This means you need to take reasonable care not to misrepresent any information you give us before entering this policy, and whenever you renew, extend, vary or reinstate this insurance contract.

C For full details on *your* duty of disclosure, refer to pages 102 to 103.



### How to make a claim

If *you* need to make a claim against this policy, please:

Refer to 'How to make a claim' under General terms and conditions from <u>page 87</u>.

If *you* have any questions, please call us on <u>1800 319 284</u>.

### You can cancel this policy and may receive a full refund within the 21-day cooling-off period

After *you* purchase this product and receive the policy document, *you* have 21 days to check that the policy meets *your* needs. Within this time, *you* can cancel the policy and receive a full refund of any *premiums you* have paid, unless:

- you have made a claim or become entitled to make a claim under your policy
- you have exercised any right or power you have in respect of your policy
- × the policy has ended.



*You* can also cancel *your* policy at any time after the cooling-off period.

Refer to 'You or we can cancel the policy' on page 105 for more information.

### We may update this PDS by posting the updated information online

Certain information in this PDS may change from time to time.

We will post the updated information on <u>www.zurich.com.au/insuremytesla/thevault</u> if the updated information is not materially adverse (meaning it doesn't have a material negative impact from the point of view of a reasonable person deciding whether or not to purchase this product).

You can request an electronic copy of any updated information without charge by sending an email to <u>insuremytesla@zurich.com.au</u>.

We may also choose to issue a new PDS or a supplementary PDS.





The following is a summary of the major benefits available under the policy.

Please refer to each section for full details of coverage and applicable terms and conditions.

Types of cover available	Benefits of cover available	
Comprehensive	Your Vehicle – Section 1 provides cover for <i>your</i> <i>vehicle</i>	
<ul> <li>⊘ Details page 55</li> </ul>	Your Liability – Section 2 provides cover for liability to third parties	
Third Party Liability ᢙ Details page 55	Your Liability – Section 2 provides cover for liability to third parties only	
Additional cover included for Sections 1 and 2		
Disability modifications	Covers up to \$10,000 per <i>event</i> for necessary modifications to <i>your</i> <i>vehicle</i> or the driver's <i>vehicle</i> after an <i>event</i> causes bodily injury	

e B	ack to conte	ents			
1	- 2 -	- 3 -	- (4) -	- (5) - (6) - (7) - (8)	
Your cover	Cover overview	Your vehicle	Your liability	Additional General General Definitions cover exclusions T&Cs	

Types of cover available	Benefits of cover available
CONT. Additional cover included for Sections 1 and 2	
Police, fire brigade	Cover for the costs you

and other regulatory authorities Details page 71	have to pay to any police force, fire brigade or other <i>regulatory authorities</i> as a result of loss or <i>damage</i> to <i>your vehicle</i> , up to a maximum of \$50,000 per <i>event</i> .
Third party at fault excess	If <i>your vehicle</i> is involved in a collision and the other driver in the accident was at fault, <i>you</i> may not need to pay any <i>excess</i> .

#### Additional cover included for Section 1

Driver's personal	Covers up to \$1,000 per
property	event for loss or damage
☑ Details page 35	to the driver's personal
	property.



Benefits of cover available

#### CONT. Additional cover included for Section 1

#### Damage to and theft of charging accessories

Details page 35

Covers up to \$5,000 in any *period of insurance* for *damage* to and theft of *vehicle* charging cables and adaptors *you* own while they are stored in *your vehicle* or being used to charge *your vehicle*.

#### Emergency windscreen and towing costs

Details page 36

Cover for *you* to make the following urgent mitigations without needing our approval:

- replacement of windscreen/glass panels
- towing your vehicle to the nearest repairer.

Emergency vehicle hire

Details page 36

Cover for a hire *vehicle* up to \$150 per day, for 2 consecutive days if *your vehicle* cannot be driven due to an accident or attempted theft.



Benefits of cover available

#### CONT. Additional cover included for Section 1

Additional costs for temporary repairs	Cover for immediate repair costs, as long as they don't exceed the lesser of 50% of normal repair costs or \$10,000 per <i>event</i> .
Family expenses when the driver is hospitalised Details page 37	Cover for the reasonable costs <i>you</i> or the injured driver's immediate family incur to attend the hospital, up to a maximum amount of \$5,000 per <i>event</i> .
Funeral expenses         Image 39	Covers up to a maximum of \$10,000 for funeral expenses following fatal injury to the driver.



Benefits of cover available

#### CONT. Additional cover included for Section 1

Hire vehicle after loss or damage that wasn't your fault Details pages 39 to 40	Covers up to \$150 per day, for a hire vehicle if another driver was at fault and <i>you</i> can give us their name, address, and the registration number of the at fault vehicle involved. The cover ends when <i>your</i> <i>vehicle</i> is repaired or when we settle <i>your</i> claim.
Hire vehicle following theft or attempted theft Details page 41	Covers up to \$150 per day, up to a maximum of 30 consecutive days per <i>event</i> for a hire vehicle after theft or attempted theft.
Journey disruption Details page 41	Cover for the reasonable costs to transport the driver and passengers, obtain overnight accommodation or hire another <i>vehicle</i> to complete the journey, up to a maximum of \$2,500 per <i>event</i> .



Benefits of cover available

#### CONT. Additional cover included for Section 1

#### Replacing and re-coding locks and keys

Details page 42

#### New vehicle replacement (in event of total loss)

Details pages 43 to 45

Covers up to a maximum of \$1,000 per *vehicle*. No *excess* applies if no other loss or *damage* has occurred.

Cover for a new replacement *vehicle* if *your vehicle* is either:

 less than two years old

 between two and four years old and has travelled no more than 100,000km

at the time of loss and *your vehicle* is a total loss.

#### Removing and delivering your vehicle after loss or damage

Details page 46

Cover for the reasonable costs to remove and deliver *your vehicle* if it suffers loss or *damage*, up to a maximum of \$10,000 per *event*.



Benefits of cover available

#### CONT. Additional cover included for Section 1

Removing vehicle debris after an event Details page 46	Cover up to a maximum of \$10,000 per <i>event</i> .
Total loss of encumbered vehicles © Details page 47	Covers up to an additional 30% limit of <i>market value</i> or <i>agreed</i> <i>value</i> (as applicable), whichever is the lesser.
Loss or damage to two-wheel trailers or box trailers © Details page 48	Cover for two-wheel trailers or box trailers that <i>you</i> own, limited to the lesser of <i>market value</i> of the trailer or \$2,000.
Unspecified accessories Details pages 49 to 50	Covers up to a maximum \$5,000 per <i>event</i> .
Windscreen or glass damage Details page 50	Cover for loss or <i>damage</i> to windscreen or glass panels of <i>your vehicle</i> .



Types of cove	r
available	

Benefits of cover available

#### Additional cover included for Section 2

First aid costs ☞ Details page 59	Covers certain first aid costs. This is not included in the total limit of liability for Section 2.
Legal costs and authorised expenses Details pages 60 to 62	Cover for the legal costs and expenses incurred with our written consent, in addition to the total limit of liability.
Uninsured motorist ∞ Details page 62	If <i>your vehicle</i> is only insured for Section 2, we may pay up to \$10,000 for <i>damage</i> to <i>your vehicle</i> , if <i>you</i> were not at fault and the other driver was not insured.
Towing disabled vehicles Details page 63	Cover for disabled <i>vehicle</i> being towed by <i>your</i> <i>vehicle</i> . No <i>excess</i> applies if the <i>vehicle</i> has suffered no other loss or <i>damage</i> .



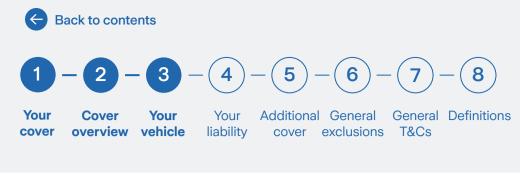
Benefits of cover available

## Optional cover you can choose to add for your vehicle

Hire vehicle following an accident where you were at fault

Details pages 51 to 52

You can choose to add this to Comprehensive Cover, and if you do it will be shown in your schedule. Covers up to \$150 per day, up to a maximum of 30 consecutive days per accident for a hire vehicle if you were at fault.



### 3. Your vehicle Section 1

Subject to the terms and conditions in this policy, and after *you* have paid or agreed to pay us *your premium*, we'll insure *you* against loss or *damage* to *your vehicle* that happens within Australia during the *period of insurance*.

This section only forms part of your policy when 'Section 1 – Your Vehicle' is shown in the schedule, and it is limited to the period of insurance indicated.

If, during the *period of insurance*, an *event* causes loss or *damage* to *your vehicle*, we'll pay in accordance with the following Basis of Settlement.

### Basis of Settlement – How we settle a claim for loss or damage to your vehicle

How we settle a claim depends on the *event* and whether it is economical to repair *your vehicle*.



# We'll pay the reasonable costs to repair your damaged vehicle

When your vehicle is damaged and it is economical to repair, we'll pay the reasonable cost of repairs to your vehicle that we authorise.

# We'll pay the market or agreed value of your vehicle if it's a total loss

When *your vehicle* is stolen and not recovered, lost and not recovered, or *damaged* and not economical to repair, we'll pay up to whichever of the following applies for *your vehicle*:

- the market value, if market value is stated in your schedule as the Basis of Settlement
- the agreed value, if agreed value is stated in your schedule as the Basis of Settlement.



# We'll pay up to the listed Australian price for spare parts from overseas

The most we'll pay for replacement parts or accessories not available in Australia is their latest published list price in Australia.

Refer to 'Our repairs, repairer choice, and parts policy' located on pages 93 to 94.

We'll pay the greater of the two benefits if you can claim for both 'New vehicle replacement' and 'Total loss of encumbered vehicles'

When both 'New vehicle replacement' and 'Total loss of encumbered vehicles' additional covers apply in a claim, the most we'll pay is the greater benefit to *you* of the two. These additional covers are not cumulative, meaning we'll pay for one, not their combined value.



# Additional covers included for your vehicle

These additional covers are automatically included in *your* policy if *you* have Comprehensive Cover and an *event* occurs. Some cover additional costs *you* may incur when *you* have loss or *damage*, such as costs to remove debris or retrieve *your vehicle*. Some of these additional covers have limits that apply per *event*, *vehicle*, *period of insurance*, accident, loss or day.

These limits are on top of the amount we pay for *damage* to *your vehicle*, unless the additional cover states that the amount we pay is included in the maximum amount we'll pay for *damage* to *your vehicle*.

We recommend reviewing these limits to check that they're adequate for *your* requirements.



#### Loss to data processing media

We'll extend cover to include loss to data processing media in your vehicle, plus the costs of copying electronic data from back-ups or originals of a previous generation.

If lost *data processing media* is not repaired, replaced or restored, then we'll use the cost of blank *data processing media* to determine how much we pay *you*.

X We won't cover any costs *you* incur from research and engineering or recreating, gathering or assembling *electronic data*.

#### Battery damage caused by charging

We'll extend cover to include the costs of repairing or replacing *your vehicle's* battery if it was *damaged* as a result of being charged.

This additional cover applies regardless of whether *your vehicle* suffered any other loss or *damage*.



We won't cover the costs of repairing or replacing a battery if loss or *damage* is caused by a defect in the design, manufacture or installation of the battery, or ordinary deterioration of the battery over time caused by recharging and discharging cycles.

# Loss or damage caused by chargers and charging accessories

We'll extend cover to include loss or damage to your vehicle as a result of a malfunction of your vehicle's wall charger and/or attached wall charging accessory, occurring during the charging process.

#### X

# We won't cover loss or *damage* to your vehicle if:

- the malfunction was a result of a defect in the design, manufacture or installation of the wall charger and/ or wall charging accessory
- you have failed to use the wall charger and/or wall charging accessory in accordance with manufacturing instructions
- you do not own the wall charger and/or wall charging accessory.



# Damage to and theft of charging accessories

We'll extend cover to include *damage* to and theft of *vehicle* charging cables and adaptors *you* own while they are stored in *your vehicle* or being used to charge *your vehicle*.

We'll pay up to a limit of \$5,000 per policy period.

# Loss or damage of the driver's personal property

If your vehicle suffers loss or damage, we'll pay for the *driver's personal property* if it is:

 damaged in an accident involving your vehicle

 stolen from your vehicle while it was locked

stolen at the same time as your vehicle is stolen.

We'll pay up to a limit of \$1,000 per *event*.



# Emergency windscreen and towing costs

In an emergency, we give *you* the authority to arrange the following urgent mitigations on our behalf (and at a reasonable and necessary cost):

 repairing or replacing your vehicle's windscreen and glass panels

 towing or removing your vehicle to safety or the nearest repairer, or to any other place we've already approved.

#### Emergency vehicle hire

If *your vehicle* is *damaged* in an accident and cannot be driven, or is *damaged* by an attempted theft and cannot be driven, we'll pay the cost of a hire *vehicle*, up to \$150 a day for up to two consecutive days.



#### Additional costs for temporary repairs

If *your vehicle* suffers loss or *damage*, we'll pay *you* for the additional costs *you* incur to make immediate temporary repairs.

### The most we'll pay for these additional costs per *event* is the lesser of:

50% of the normal repair costs

**\$10,000**.

### Family expenses when the driver is hospitalised

If the driver is injured and hospitalised as a result of an *event* involving *your vehicle*, we'll pay *you* the reasonable costs for transport, accommodation, meals and related expenses (within Australia only) that *you* or the driver's immediate family incur to attend the hospital.

### We'll pay up to a maximum amount of \$5,000 per *event*.



We'll only provide this cover if the following both apply:

- the loss or damage was covered under this policy
- the driver is hospitalised more than 100km from their primary place of residence.

#### Replacing first aid after an event

If your vehicle suffers loss or damage, we'll pay up to a maximum of \$2,500 per event, to replace or restock any first aid kits or first aid equipment in your vehicle that were damaged or used as a result of that event.



## Funeral expenses for the driver's next of kin

If the driver dies as a result of an *event* involving *your vehicle* (whether or not their death occurs at the time of the *event*), we'll extend cover to pay up to a maximum amount of \$10,000 per *event* to their next of kin for:



paying expenses associated with the funeral

- transporting the body of the deceased person
- any member of the deceased person's immediate family travelling to attend the funeral.

## Hire vehicle after loss or damage that wasn't your fault

If your vehicle suffers loss or damage and you were not at fault, we'll arrange the hire of a substitute vehicle, or pay or reimburse you the cost to hire a substitute vehicle up to \$150 per day.



The following conditions apply to this additional cover:

 you give us the name and address of the other driver as well as the registration number of the at fault vehicle involved

 we'll only pay or reimburse you up to the costs you incur after notifying us of the loss or damage

the substitute vehicle must be a similar make and model to the one that suffered loss or damage

the payment or reimbursement will stop on the earliest of:

- the day your vehicle is repaired
- the day we offer you a settlement for your vehicle.

We won't provide this additional cover if you were at fault in the event. However, we offer an optional benefit that covers you in that scenario.

See 'Hire vehicle following loss or damage where you were at fault' on pages 51 to 52.



#### Hire vehicle following theft or attempted theft

We will cover up to \$150 per day, up to a maximum of 30 consecutive days per *event* for a hire vehicle after theft or attempted theft.

The payment or reimbursement will stop on the earliest of:

- the day your vehicle is recovered undamaged after being stolen
- the day your *vehicle* is repaired
- the day we offer you a settlement for your *vehicle*.

#### Journey disruption

If, after loss or *damage* to *your vehicle* during a journey, the *vehicle* is unsafe to drive or cannot be driven, we'll pay *you* the reasonable and necessary costs to do one of the following:

 return the driver and their non-paying passengers to *your* choice of either where the journey began or the driver's destination



obtain overnight accommodation if the journey can't be completed in the same day as the loss or damage occurs.

#### We'll pay up to a maximum amount of \$2,500 per event, as long as the following both apply:



- the loss or damage was covered under this policy
  - the *vehicle* was more than 100km from the address where you normally park it at night.

#### Replacing and re-coding locks and keys

We'll reimburse the costs of replacing all locks and keys if required, and having vehicle locks re-coded as necessary, in either of the following circumstances:

after damage to your vehicle, the keys are lost, stolen, destroyed or damaged



 you have reasonable grounds to believe that the keys may have been duplicated.

We'll pay up to a maximum amount of \$1,000 per *vehicle*.

#### New vehicle replacement

Depending on *your vehicle's* age and model, we may replace it with a new *vehicle* if it's stolen, lost or *damaged* and not economical to repair.

#### (a) We'll replace vehicles less than two years old with a new vehicle of the same model

We'll replace *your vehicle* with a new *vehicle* of the same make, model and series (or, if unavailable, a similar series) if it's less than two years old from the date of its first registration when the first of the following happens:

- it is stolen and not recovered
- ✓ it is lost and not recovered
- it is *damaged* and not economical to repair.



The replacement will include registration fees, delivery charges and stamp duty.

We'll do this if (c) below doesn't apply to *your vehicle's* model.

#### (b) We'll replace vehicles two to four years old if they've travelled no more than 100,000 kilometres

We'll replace *your vehicle* with a new *vehicle* of the same make, model and series (or, if unavailable, a similar series) if it's two or more years old and less than four years old from the date of its first registration, and has travelled no more than 100,000 kilometres when the first of the following happens:

- $\checkmark$  it is stolen and not recovered
- it is lost and not recovered
- it is *damaged* and not economical to repair.

The replacement will include registration fees, delivery charges and stamp duty.

We'll do this if (c) below doesn't apply to *your vehicle*'s model.



To qualify for this additional cover, *you* must have insured *your vehicle* with us within two years of the date of its first registration, and maintained that insurance with us continuously until the loss or *damage* happened.

#### (c) We'll only pay the purchase price for deleted or superseded models

However, we'll only pay the actual purchase price *you* paid for *your vehicle* (including any registration fees, delivery charges and stamp duty as if they were included in the original price) if (a) or (b) otherwise apply under this additional cover, and the following apply:

- $\checkmark$
- your vehicle's model has been deleted from a manufacturer's range



*your vehicle's* model is superseded by a significantly different *vehicle*.

## Registration cancelled for traffic or parking fines

We'll still provide cover under this section if *your vehicle's* registration has been cancelled or suspended because of a failure to pay traffic or parking fines.



Removing and delivering your vehicle after loss or damage

If *your vehicle* suffers loss or *damage* under this section, we'll pay for reasonable and necessary costs *you* incur to remove *your vehicle* (excluding any debris or load).

Removal and delivery expenses include relocating *your vehicle* to the nearest repairer we've approved, or delivering *your vehicle* to *you* where *you* normally store it after its repair or recovery.

We'll pay up to a maximum amount of \$10,000 per *event*.

### Removing vehicle debris after an event

We'll pay *you* for reasonable and necessary costs *you* incurred to clean up, mitigate and remove debris left by *your vehicle* after an *event*.

### We'll pay up to a maximum amount of \$10,000 per *event*.



#### Total loss of encumbered vehicles

Where *you* have indicated that *your vehicle* is financed and that is stated in the *schedule*, we'll pay (to *you*, or someone *you* direct us to pay) the difference between:

- any contractual payment under the finance arrangements that you owe to end the arrangement and
- the amount we would otherwise pay you for your vehicle (in accordance with the Basis of Settlement)

provided the *vehicle* is stolen or lost and not recovered, or the *vehicle* is *damaged* and not economical to repair.

### The maximum amount we'll pay under this additional cover is the lesser of:

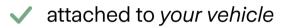
- ✓ 30% of the *market value*
- 30% of the agreed value (as applicable).

This amount is in addition to any amount we pay for *damage* to *your vehicle*.



### Loss or damage to two-wheel trailers or box trailers

We'll pay *you* for loss or *damage* to any two-wheeled or box trailer *you* own while it is either:



detached from your vehicle, but within your business premises or the boundaries of your home (but not in a common parking area, such as shared parking for home units or flats).

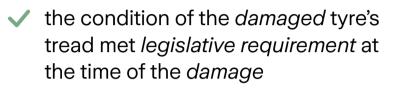
We don't pay for loss or *damage* to any property in or on the trailer. The maximum amount we'll pay is the lesser of the trailer's *market value* or \$2,000.

#### Tyre replacement

We'll pay the reasonable cost to replace a tyre if it's *damaged* and can't be used again as a direct result of an *event* or a malicious act involving *your vehicle* that this policy covers. We'll pay for a replacement tyre with a similar make and specifications to the *damaged* tyre.



This additional cover is only available when the following both apply:



 the *damaged* tyre was not a recapped or retread tyre.

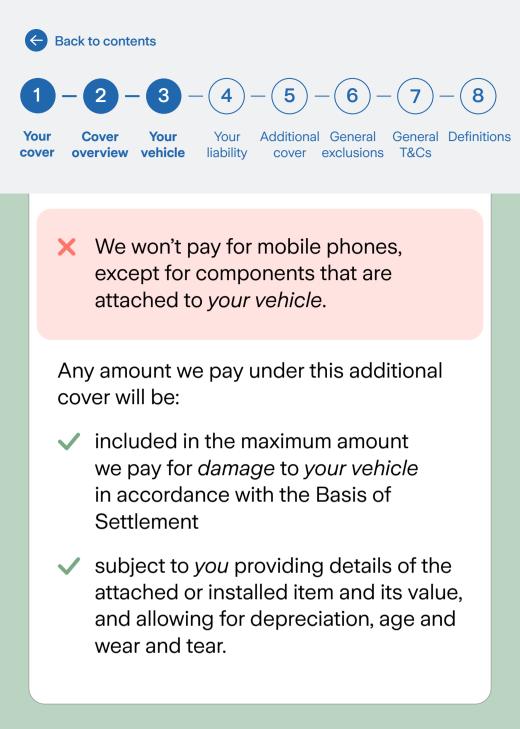
#### Unspecified accessories

We'll pay for *damage* to non-standard accessories attached to or installed in *your vehicle* where you have selected 'Yes' to non-standard accessories in the *schedule*.

The maximum amount we'll pay per *event* for *damage* to those unspecified items is the lesser of:

#### **\$**5,000

the maximum amount we've agreed to pay you for damage to your vehicle in accordance with the Basis of Settlement.



#### Windscreen or glass damage

We'll pay *you* for loss or *damage* to *your vehicle's* windscreen or glass panels. We'll also cover incidental scratching to bodywork from loss or *damage* to the windscreen or glass panels.

No excess will apply if your vehicle has not suffered any other loss or damage.



## Optional cover you can choose to add for your vehicle

*You* can choose to add the optional additional cover in this section when *you* sign up for InsureMyTesla. If *you* do, it will be shown in *your schedule*.

## Hire vehicle following loss or damage where you were at fault

If your vehicle suffers loss or damage and you were at fault, we'll arrange hire of a substitute vehicle, or pay or reimburse you the cost to hire a substitute or similar vehicle up to \$150 per day, for a maximum of 30 consecutive days per accident.

The following conditions apply to this optional additional cover:

 $\checkmark$ 

we'll only reimburse costs *you* incur after notifying us of the loss or *damage* 

 the substitute vehicle must be a similar make and model to the one that suffered loss or damage



we'll stop reimbursing you on the earliest of:

- the day we offer settlement of the loss or damage
- the day the claim is declined.

If *you* weren't at fault, we'll provide this benefit under the additional cover.

See 'Hire vehicle after loss or damage that wasn't your fault' on pages 39 to 40.

#### Exclusions – What we won't cover under Section 1 – Your vehicle

We won't pay for loss or *damage* to *your vehicle* from the causes or circumstances in this section.

In addition to these exclusions, which are specific to Section 1 cover, please refer to the 'General exclusions' starting on page 74.



#### Lawful seizure of your vehicle

We won't pay for loss or *damage* to *your vehicle* as a result of lawful seizure, confiscation, or acquisition.

## Loss of use resulting from loss or damage

We won't pay for any consequential loss, inconvenience, or other detriment of any kind, resulting from loss or *damage* to *your vehicle*.

#### Failure to safeguard your vehicle

We won't pay for loss or *damage* due to failure to lock or secure *your vehicle*, including after it has broken down or been *damaged*.



#### Tyres

We won't pay for loss or *damage* to the tyres of *your vehicle* caused by either:

- 🗙 use of the brakes
- road punctures, cuts, blow-outs or bursting.

#### Vehicle breakdown

We won't pay for loss or *damage* to *your vehicle*, or any resultant mechanical *damage*, due to either:

- failure or breakdown of a structural, electrical, mechanical or electronic nature
- X faulty design or workmanship.

However, we will cover loss or *damage* to *your vehicle* if any of the above causes an *event*.



### 4. Your liability Section 2

Subject to the terms and conditions in this policy, and after you have paid or agreed to pay us *your premium*, we'll insure *you* against any liability incurred as described below that happens within Australia during the period of insurance.

This section only forms part of your policy when 'Section 2 - Your Liability' is shown in the schedule, and it is limited to the period of insurance indicated.

We'll cover your legal liability to pay compensation after an event involving your vehicle

Following an event during the period of insurance caused by or arising from the use of your vehicle, or one trailer or caravan attached to your vehicle, we'll pay the amount you or other covered persons may be held legally liable to pay as compensation for:



damage to property



 costs incurred from a fire or explosion emanating from *your vehicle*.

#### 'Other covered persons' include:

- any person legally licensed to drive or be in charge of *your vehicle* with *your* permission
- any person in, getting in, or getting out of *your vehicle* with *your* permission
- your employer, principal or partner where a liability to pay compensation outside a contract because of the use of vehicle, trailer or caravan
- legal representatives of any deceased person covered in this list, including you.

Your vehicle must meet legislative requirements when the event happens



Your vehicle must be registered or licensed (or both) as required by *legislative requirements* for the use of motor vehicles on public roads.



This cover will still apply if, when the *event* happens, *your vehicle* is being towed and *legislative requirements* for registration or licensing don't apply to it.

We'll pay up to \$20 million for all liability claims resulting from one cause

The maximum we'll pay under this section is \$20,000,000 for all claims arising from one *event* or a series of *events* resulting from one original cause, unless *your schedule* shows otherwise. This is the total limit of liability for this section.

This limit includes all costs and expenses for all claims arising from one *event*, or a series of *events* resulting from one original cause.



# Additional covers included for your liability

These additional covers are automatically included in *your* policy. Some additional cover pays for extra costs *you* may incur when *your vehicle* is involved in an *event*.

Some of these additional covers have limits that apply per *event*, *vehicle*, *period of insurance*, accident, loss or day.

These limits are on top of the amount we pay for *your* liability, unless the additional cover states that the amount we pay is included in the maximum amount we pay for *your* liability.

We recommend reviewing these limits to check that they're adequate for *your* requirements.

### Each additional cover is subject to the exclusions of cover.



### First aid costs when others suffer bodily injury

In addition to the total limit of liability for Section 2, **we'll pay for** expenses *you* or any other covered persons incur giving first aid to others who suffered bodily injury as a result of an *event* involving *your vehicle*.

However, we won't pay any expenses if doing so would breach the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).



## Legal costs and authorised expenses

When we cover an *event* under this section, we'll pay all legal costs and expenses *you* or any other covered persons incur, in settlement or defence of claims for *compensation* arising out of that *event*. We must first agree to cover these costs.

We'll also pay reasonable legal expenses *you* incur with our consent for representation at any formal legal enquiry or at any coroner's inquest.

X We won't unreasonably withhold or delay giving this consent.

We'll pay these costs and expenses in addition to the total limit of liability for Section 2.



We'll only pay a proportion of legal costs if your liability exceeds the total limit of liability.



If the total limit of liability for Section 2 in your schedule is less than the total amount you have paid or must pay to settle or resolve all claims arising out of one *event*, we'll only pay a corresponding proportion of the legal costs and expenses.

The amount we pay under this additional cover will be proportional to the amount that the total limit of liability covers, out of the total amount *you* have paid or must pay to settle or dispose of all claims arising out of one *event*.

For example, *you* are **found liable to pay \$40 million in** *compensation*, and *you* **also incur \$2 million in legal costs and expenses**. The total limit of liability under this policy is \$20 million, so we would pay *you* 50% of the \$40 million *you* were liable to pay.

Under this additional cover, we would then pay the same proportion of *your* legal costs (50% of \$2 million, so \$1 million) on top of the total limit of liability for this section.

> Total limit of liability under this policy is \$20 million.



## Uninsured other vehicle in a collision

We'll pay up to \$10,000 per event for damage to your vehicle caused in a collision with an uninsured vehicle, if your vehicle is only insured for Section 2 – Your Liability cover.

We'll do this if the following both apply:

 the other driver was completely at fault in the event

 you can provide us with the other driver's name and address.

A *vehicle* is uninsured if neither its driver nor owner had an insurance policy that would cover their legal liability to pay *compensation* for property *damage*.



#### Towing disabled vehicles

We'll provide cover under this section for loss or *damage* caused while *your vehicle* is towing any disabled *vehicle*, as long as the disabled *vehicle* is not being towed for reward or financial gain.

#### Vehicle charging liability

We'll pay up to \$10 million per event to cover your liability to pay compensation if an event arises from charging your vehicle and causes damage to property.

We'll do this if *your vehicle* was being charged:

- with the original manufacturer's charging cables
- in keeping with the manufacturer's instructions for charging.
- We won't cover you if you could reasonably have detected physical damage to the cable or charging unit that caused the event.



#### Leased or hired batteries

We'll cover *your* liability to the owner or lessor of a battery that *you* lease or hire if the battery suffers loss or *damage* while it is in *your vehicle*.

# Exclusions – What we won't cover under Section 2

We won't cover *your* liability arising from the causes or circumstances in this section.

In addition to these exclusions, which are specific to Section 2 cover, please refer to the 'General exclusions' starting on page 75.

#### Death and bodily injury

We won't cover death or bodily injury:

of you or any person in charge of your vehicle



of any person related to you or related to the person driving your vehicle, by way of birth, marriage or de facto relationship

- of any person you normally live with, or who normally lives with you
- Arising out of, or in any way connected with, a defect in your vehicle causing loss of control while your vehicle is being driven or operated
- of any person injured by a trailer registered in Queensland or New South Wales, either while being towed or unattached
- of any person injured by a vehicle registered in Northern Territory
- if you, or any other person entitled to cover under this section, have already been compensated, or are entitled to compensation, partial or whole, from any statutory compulsory insurance or accident compensation scheme (including any compulsory motor vehicle scheme)



if you, or any other person entitled to cover under this section, would have been compensated, partially or wholly, but you failed to insure or register your vehicle in accordance with a requirement of any statutory compulsory insurance or accident compensation scheme (including any compulsory motor vehicle scheme).

#### Fines and penalties

We won't cover any fines, penalties, or aggravated exemplary damages, punitive damages or liquidated damages.

## Pollution and contaminated substances

We won't cover any of the following:

X death, bodily injury or property damage arising directly or indirectly from pollutants caused by you.



 death, bodily injury or property damage arising directly or indirectly from pollutants or contaminated substances caused by others

- the cost of removing, nullifying or cleaning up *pollutants* or contaminated substances
- the cost of preventing *pollutants* or contaminated substances from escaping.

This exclusion won't apply if *your* claim arises from a sudden, identifiable, unintended and unexpected *event*, which takes place entirely at a specific time and place during the *period of insurance*.

#### Property in custody or control

We won't cover *damage* to property that you or any other persons covered under this policy own, lease or rent, or property in the physical or legal control of the driver of your vehicle.

For the purpose of this exclusion, the following are not considered to be in *your* custody or control:



- visitors' vehicles, while in your car park or premises
- × premises leased or rented to you
- × a battery *you* have leased or hired to use in *your vehicle*.

#### Statutory liability

We won't cover any liability *you* or any other covered persons incur to pay *compensation* that is the subject of any compulsory motor vehicle insurance law.

#### Unregistered vehicles

We won't cover any liability arising out of the use of any unregistered *vehicle*.

However, we will cover your liability in respect of the unregistered vehicle in a place that requires registration, as long as you have complied with the appropriate legislative requirements and obtained necessary permits to move the unregistered vehicle.





These additional covers are automatically included in *your* policy, alongside both Section 1 cover for *your vehicle*, and Section 2 cover for *your* liability.

Some of these additional covers have limits that apply per *event*, *vehicle*, *period of insurance*, accident, loss or day.

These limits are on top of the amount we pay for *damage* to *your vehicle*, unless the additional cover states that the amount we pay is included in the maximum amount we'll pay for *damage* to *your vehicle*.

We recommend reviewing these limits to check that they're adequate for *your* requirements.

Each additional cover is subject to the exclusions of cover.



#### Child seats after an event

We'll replace any *child seats* installed in *your vehicle* with new *child seats* after an *event* involving *your vehicle*, if we've accepted a claim for loss or *damage* under this policy.

### Disability modifications to your vehicle after an event

We'll pay up to \$10,000 per *event* to make modifications to *your vehicle* or the driver's private *vehicle* if both of the following happen:

- you or the driver suffer an injury as a result of an event involving your vehicle
- the injuries leave you or the driver with a permanent disability that necessitates vehicle modifications.



### Cover for third parties with an insurable interest in your vehicle

We'll provide cover to any third party who has an insurable interest in *your vehicle* insured by this policy through any of the following:





🗸 hire purchase

 any other encumbrance over your vehicle.

We'll only provide this cover to the extent that the third party's insurable interest in *your vehicle* was affected at the time when *your vehicle* suffered *damage*.

### Police, fire brigade and other regulatory authorities

We'll cover *you* up to a limit of \$50,000 per *event* for all costs *you* are required to pay because any member of the following authorities attend an *event* involving *your vehicle*:



any police force at the site of the event

- any fire brigade
- any other regulatory authority.

#### No excess if a third party is at fault

*You* won't have to pay any *excess* towards a claim if:

- the claim involves either:
  - a collision with another *vehicle*, and the driver of the other *vehicle* was 100% at fault, or
  - a third party, and the third party was 100% at fault, and
- ✓ you provide us with the full name, address and registration number of the other driver, or the full name and address of the third party, and
- the amount of *your* claim is greater than the applicable *excess* under the policy.





We may refund or reclaim the *excess* after establishing fault.

If the driver of the other *vehicle* or the third party disputes who was at fault, *you* will have to pay the applicable *excess*. However, we'll refund it if we successfully establish that the other driver or third party was 100% at fault.

Similarly, we reserve the right to collect the *excess* we initially waived, if we ultimately determine that the third party was not 100% at fault.





### 6. General exclusions

We won't provide cover under either Section 1 – Your Vehicle or Section 2 – Your Liability for anything in this section.

### Acts of terrorism

We won't cover any liability arising out of or in any way involving any *act of terrorism*, or any action taken to control, prevent, or suppress any *act of terrorism*.

#### Contractual liability

We won't cover any liability that arises from *you* doing either of the following without our written consent:

- engaging in any undertaking (like starting a business)
- giving or contracting indemnity to others (meaning you agree to compensate them in some way).



However, **we will cover** *your* liability if *you* would have been liable anyway, regardless of the undertaking or indemnity.

### Not controlling the vehicle per legislative requirements

We won't cover loss, *damage* or any liability arising from *you* or the driver not being in control of the *vehicle* in accordance with *legislative requirements* for using and controlling the *vehicle*.

### Cyber acts

We won't cover loss or *damage* arising out of a cyber act.

A cyber act means any unauthorised, malicious or criminal acts, regardless of time and place, that involve accessing, processing, using or operating any computer systems, computer software program, malicious code, computer virus or process, or any other electronic system.



A computer virus is an executable program or computer code segment that is self-replicating, requires a host program or executable segment in which it can be contained, and which destroys or alters the host, program or other computer code or data, causing undesired program or computer system operation.

### **Delivery services**

We won't cover any loss, *damage* or liability arising out of the *business use* of *your vehicle* to deliver food or other goods for payment.

#### Electronic data

We won't cover loss or *damage* for any distortion, erasure, corruption, alteration or loss of use of *electronic data*.

However, we will cover loss to data processing media to the extent of cover that is available under the additional cover 'Loss to data processing media' on page 34.



### Fraudulent claims

We won't pay any claim if *you*, or anyone acting on *your* behalf, has used any fraudulent means or devices to obtain a benefit under this policy.

### Hire, fare or reward

We won't cover loss, *damage* or liability if *your vehicle* is used either:

- 🗙 for hire
- as a rental vehicle for hire, fare or reward, or through a rideshare or carshare arrangement for carrying passengers for hire, fare or reward (other than under a private pooling arrangement).



### Manufacturer recall

We won't cover loss, *damage* or liability resulting from *Tesla* recalling the *vehicle* or any part of the *vehicle* because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

### Motorsports, vehicle racing and testing

We won't provide cover if, at the time of the *damage* or when any liability was incurred, *your vehicle* was being used in:

- × any test or trial, except for resale purposes on public roads
- 🗙 any experiments
- preparation for or involvement in racing, speed testing, speed trials, track days, pace making, reliability trials, stunts, rallying or motorsport activities.



### Repossession

We won't cover *damage* to *your vehicle* or any liability caused by any person lawfully repossessing or attempting to lawfully repossess *your vehicle*, if it is used as security for a debt.

### Unlawful acts (including unlicensed drivers)

We won't provide cover if any of the following applied at the time of the loss or *damage* or when any liability was incurred.

#### X Unlawful use of the vehicle

*You* or any other person was driving *your vehicle*:

- for any unlawful purpose
- as a result of *you* stealing or otherwise misappropriating *your vehicle*, or deliberately inflicting loss or *damage* with or to *your vehicle*.



### X Use of the vehicle under the influence

Any person driving your vehicle:

- had their faculties impaired by any drug or intoxicating liquor, or both
- had a percentage of alcohol or drugs in their breath, saliva, blood or urine above the legal limit allowed by the relevant local *legislative* requirement
- refused to provide a sample of breath, saliva, blood or urine to be taken for testing or analysis
- left the place where the event happened before being legally allowed to do so.

### X Use of the vehicle without a licence

*You* or any person driving with *your* consent and knowledge was not licensed to drive *your vehicle* in Australia, or was disqualified from holding or obtaining a licence to drive.

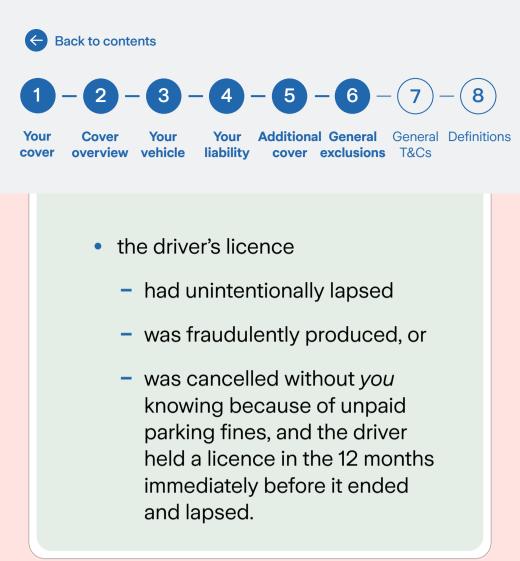


However, we will provide cover if *your vehicle* is being driven or operated by a person involved with servicing your vehicle and an event happens on premises you occupy.

### When the 'Unlawful acts' exclusions won't apply

These exclusions for unlawful acts won't apply, and **we will provide cover**, if *you* allow us to use all means available to recover any loss, *damage* or liability from the driver of *your vehicle* (if the driver was an adult) and *you* can prove any of the following:

- you had no reason to suspect your vehicle was being used in an unlawful manner
- you didn't allow unlawful use of your vehicle,



### Unroadworthy or unsafe vehicles

We won't provide cover if *your vehicle* was being used in an unroadworthy or unsafe condition at the time of the *damage* or when any liability was incurred.

- This exclusion won't apply, and we will provide cover, if either:
  - the unroadworthy or unsafe condition of the *vehicle* didn't cause the *damage* or liability
  - you couldn't have reasonably detected the vehicle's unroadworthy or unsafe condition.



### Vehicle overloading

We won't provide cover if, at the time of the *damage* or when any liability was incurred, either:

- your vehicle was being used to carry more passengers than it was constructed, registered or licensed to carry, or against the manufacturer's recommendations
- your vehicle or any trailer it was towing was used to carry or tow a greater load than it was designed, constructed, registered or licensed to carry or tow, or used against the manufacturer's recommendations.

This exclusion won't apply, and we will provide cover, if you can prove any of the following:

- you didn't allow such use of your vehicle
- you had no reason to suspect your vehicle was being used in that manner
- the excess passengers or load (or both) didn't cause or contribute to the damage or liability.



### War, confiscation, radioactivity, nuclear perils

We won't provide cover if any of the below directly or indirectly cause, contribute to, result in, or are connected with:

- loss
- damage or destruction
- death, personal injury or illness
- liability
- costs or expenses of any nature.

### 🗙 War

- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether or not war has been declared).
- Civil war, rebellion, revolution, insurrection, civil commotion the size of which amounts to an uprising, military or usurped power.



### Confiscation and destruction by authorities

Any order of government, public or local authority involving:

- confiscation
- nationalisation
- requisition
- damage or destruction of any property.

This exclusion won't apply, and we will provide cover, if the destruction was undertaken to reduce the spread of fire.

### 🗙 Radioactivity

Radioactivity or the use, existence or escape of any:

- nuclear fuel
- nuclear material
- nuclear waste
- action of nuclear fission.



#### When this exclusion won't apply

This exclusion won't apply, and we will provide cover to liability arising from radio-isotopes, radium or radium compounds when they are used both:

- away from the place where they are made or produced
- exclusively as part of ordinary industrial, educational, medical or research activities.

### Wilful damage

We won't cover damage that is intentionally caused or liability that *you*, anyone acting on *your* behalf or any other covered persons incur on purpose.





## 7. General terms and conditions

The following terms and conditions apply to both Section 1 – Your Vehicle and Section 2 – Your Liability.

In this section, you will find information about:

- how to make a claim, and what happens when you make a claim
- your responsibilities under this policy
- how we administer this policy, including how cancellation works and limitations of cover
- other important information, like how we comply with law and protect *your* privacy.

## What happens when you make a claim

#### How to make a claim

If an *event* happens that may become the subject of a claim under this policy, *you* and any person entitled to cover under this policy must do all of the following:



1

2

3

4

5

**notify the police** as soon as possible after *you* first become aware of the theft of, or attempted theft of, or malicious damage to your vehicle, or when you are required by law to do so.

notify us with full details as soon as possible after the *event*, by either lodging details of the claim using the *Tesla* mobile app, through our website, zurich.com.au/insuremytesla, or by contacting us directly on <u>1800 319 284</u>

send us any communication you receive from other parties in relation to the *event* promptly

tell us promptly if you become aware of any impending prosecution in relation to the *event* 

provide all information and cooperation we may reasonably require, including signing any statutory declaration or other documents



allow us full discretion to conduct, defend and settle any claim (we'll consult *you* before settling a claim if settlement will have any reputational impact on *you*)

7

6

help us recover any money we've paid from any person you may be able to hold liable, subject to the Insurance Contracts Act 1984 (Cth). We will have the right to take any action in your name.

### Following an *event* that may become the subject of a claim, *you* must not:



admit to or negotiate any claim without our consent



authorise repairs on your vehicle
 (other than emergency mitigation costs or expediting expenses)
 without our written consent.



#### You must pay the applicable excess

When you make a claim under your policy, you must pay the excess amount in accordance with the terms and conditions of the applicable section. The applicable excess is shown in your policy schedule.

For each of the available covers, a basic excess and, in some circumstances, an additional excess may apply. A basic or additional excess is not an additional fee. It's the uninsured first portion of loss for which you are otherwise covered. In other words, it's the amount that you must contribute towards each claim.

When we accept *your* claim, *you* must pay the total amount of the applicable *excess*, either to us or to the repairer. We'll advise *you* who to pay the *excess* to. However, if *your vehicle* is a total loss, we may deduct any *excess* that *you* must pay from any payment we make.





#### Basic excess

*You* will have to pay the basic *excess* shown in *your schedule* separately for each claim *you* make on *your vehicle*.

#### For claims under Section 2 – Liability:

 if your liability arises as a result of your control of the towing vehicle, you will pay the basic excess for the towing vehicle shown in the schedule.

#### Age excess

An additional \$1,600 *excess* will apply if, at the time of loss or *damage*, *your vehicle* was being driven or operated by a person who:

- was under the age of 25, and
- was not listed on the *schedule*.

An age *excess* does not apply if the *damage* to *your vehicle* was caused by hail, storm, flood, theft or attempted theft.



### We account for input tax credits in payments

When we make a payment to *you* or on *your* behalf under this policy to purchase goods, services or other supply, we'll reduce the amount of the payment by the amount of any input tax credit *you* are, will be or would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* (Cth), in relation to that purchase, whether or not the purchase is actually made.

Similarly, when we make a payment to you or on your behalf under this policy as compensation, instead of payment to purchase goods, services or other supply, we'll reduce the amount of the payment by the amount of any input tax credit you are or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth), if you had used the payment to purchase such goods, services or supply.



### Our repairs, repairer choice and parts policy

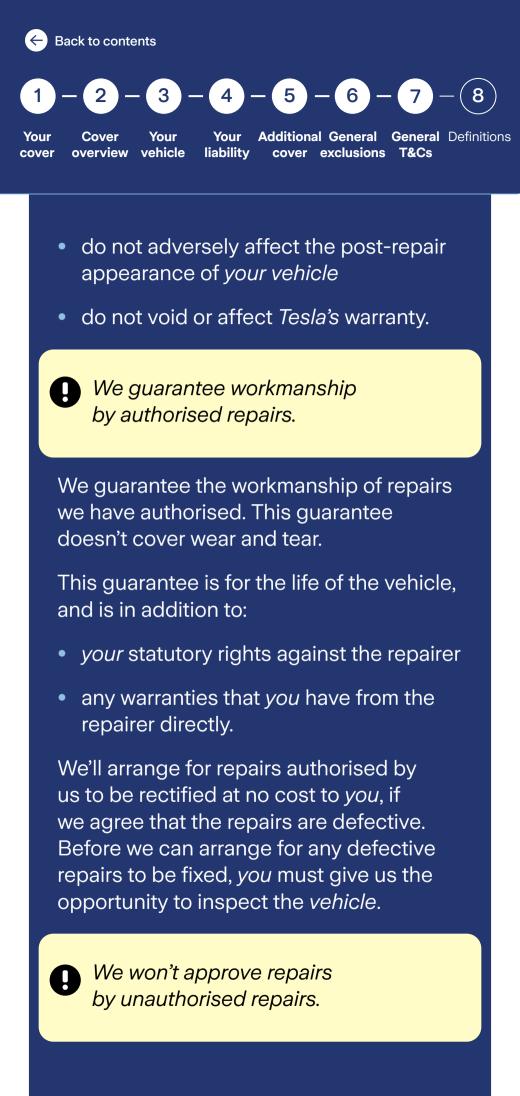
Zurich complies with the Repair Industry Code of Conduct.

We'll direct *you* to select one of our authorised repairers for repair work. This will depend on the *vehicle's* location, and the type of repairs it requires. Zurich-authorised repairers for this product include those qualified by *Tesla* to conduct repairs on their manufactured *vehicles*.

If *your vehicle* is not driveable, we'll arrange for it to be transported to a Zurich-authorised repairer.

When we arrange for your *vehicle* to be repaired, the repairer may use re-usable or refurbished parts or parts that are not manufactured by *Tesla*, but which:

- are consistent with the age and condition of *your vehicle*
- do not affect the safety or the structural integrity of *your vehicle*
- comply with *Tesla's* specifications and applicable Australian Design Rules





X Zurich will not approve repairs at a repairer who is not authorised by us.

If *you* request to use an unauthorised repairer, we'll only pay *you* the amount we assess as payable by one of our authorised repairers for the repairs themselves, plus the reasonable and necessary transport costs to that unauthorised repairer. If your *vehicle* is repaired by a repairer who is not authorised by Zurich, Zurich's guarantee of workmanship will not apply.

### If your vehicle is a total loss, the salvage becomes our property

If we declare *your vehicle* to be a total loss and pay *you* according to this policy, *your* cover for that *vehicle* comes to an end and the salvage of the *vehicle* becomes our property.

You must transfer the title and interests of your vehicle to us, and we will be entitled to dispose of the remains. We'll keep any money made from disposing of the salvage. In States or Territories where we're entitled to do so, we'll also keep any money from any registration and compulsory third party insurance.



If we don't take possession of *your vehicle*, *you* can't abandon *your* responsibilities for the *vehicle*. *You* must take reasonable care to preserve the *vehicle* or any salvage until we take possession of it.

If *you* have paid *your* insurance for the entire policy term upfront, your policy ends and there is no refund of the *premium*.

If *you* are paying monthly, we'll deduct the *premium* due for the remaining months in *your* policy from *your* settlement.

## Your responsibilities under this policy

### Take reasonable care to prevent loss, damage and liability

*You* must exercise reasonable care and precautions to:

 prevent loss or damage to the insured vehicles or any salvage

prevent any liability



 comply with all statutory obligations and by-laws and regulations any regulatory authority imposes for the safety of the vehicles and carrying passengers, goods or merchandise.

- We may decline to pay a claim or part of a claim if *you* or the driver recognises a danger and deliberately pursues the danger by taking measures which *you* or the driver know, or should know, acting reasonably, are inadequate to avert the danger.
- Similarly, we may decline to pay a claim or part of a claim if *you* or the driver recognise or are aware that a danger exists, and use or operate the *vehicle* with disregard to whether or not the danger is averted.

### Pay the premium on time

*Your annual premium*, or *your* first *premium* instalment, must be paid by the earlier of either:

- the due date set out on your schedule
- the start of the *period of insurance*.



We may adjust an instalment or other payment at any time to reflect rounding errors in calculating instalment amounts and to ensure the correct total amount of *premium* for the policy period and the cover is collected.

You can pay by any means that we accept at the due date of payment or that we have previously agreed with you to accept. This may include electronic transfer from a credit card you choose.

We will send *you* an offer of renewal of *your* insurance before the *period of insurance* expires.

We may continue lodging payment requests until the *premium you* owe for *your* policy is fully paid where we are acting reasonably.

If *your* policy is cancelled, *you* may be able to apply for a new policy, but *you* must submit an application to us, which is subject to our reassessment of *your* personal circumstances at the time of application.



If *you* pay by instalments, only the first instalment amount will be paid immediately and subsequent monthly instalments will be payable for each month of the policy period. Monthly instalments are debited on the same day (e.g. the 31st) each month where possible but an instalment is due no later than the last day of every month.

If *you* pay by instalments by monthly debits, we will automatically renew *your* policy at the end of the policy period and continue to process monthly debits for premium under the next policy unless you tell us otherwise.

### What happens if a monthly payment is late

If *you* pay *your premium* in monthly instalments and an instalment becomes overdue, we'll send *you* a notice by email, SMS, or by using other contact details we hold.





If you make a claim while an instalment is overdue, we may deduct the amount overdue from the amount we pay you under the claim.

If the monthly instalment is overdue by one month or more, we can cancel *your* policy without further notice.

### What happens if an annual payment is late

If *you* pay *your premium* by an annual payment and the renewal payment is overdue, *you* will not be covered from the renewal date.

#### How we calculate your premium

We consider a number of different matters to determine the amount of *your premium*.



In particular, it's important to know that the *premium* varies depending on the information we receive from *you* about the risk *you* want us to cover. The higher the risk, the higher *your premium* will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk, and how they should impact on the *premium*. Each insurer can do this differently.

We calculate *your premium* using information *you* give us when *you* apply for insurance. Some factors impacting *premiums* are:

- whether you have chosen
   Comprehensive Cover or Third Party
   Liability Cover
- the location of your vehicle
- the type of *vehicle* (make, age, model)
- what your vehicle is used for (personal, business)
- the value of your vehicle
- where you park your vehicle overnight
- whether you have finance arrangements for your vehicle



- the age of the drivers of your vehicle
- whether you pay your premium on a monthly basis
- *your* previous claims and driving history
- the basic excess you choose to pay (when you purchase a policy, you may elect to pay a higher excess in the event of a claim, which will reduce the cost of your premium).
- It's also important to know that your premium takes into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Emergency Services Levy). These amounts will be set out separately on your schedule as part of the total premium you have to pay.

### You have a duty to take reasonable care not to make a misrepresentation to us

Before *you* buy or change *your* insurance policy, *you* need to share certain information with us.



*You* have a duty to take reasonable care not to make a misrepresentation to us.

We'll ask *you* questions that help us decide if we can insure *you* and what the terms should be. *You* are answering these questions for *yourself* and anyone else *you* want the policy to cover.

Please answer honestly and accurately, sharing all the details *you* know. This helps us make the right insurance offer to *you*.

If *you* intentionally provide false information, it's considered a breach of *your* duty to provide accurate information.

Remember, this duty applies not only when *you* first apply, but also when *you* renew, change, or restart *your* insurance policy.

### Your Goods and Services Tax (GST) responsibilities

If *you* are a business registered for GST, the Basis of Settlement value that *you* choose should exclude GST.



In the event of a claim, if *you* are not registered for GST, we'll reimburse *you* the GST component in addition to the amount we pay *you*. If *you* are registered for GST, *you* will need to claim the GST component from the Australian Taxation Office.

You must advise us of your correct input tax credit percentage if you are registered as a business and have an Australian Business Number. You must pay any GST liability arising from your incorrect advice.

Tell us about other insurance you hold when making a claim

If *you* are covered under any other insurance policy, in whole or in part, *you* must advise us of the details of the other insurance when making a claim.

This policy doesn't cover any claim to the extent that *you* are entitled to payment for the same claim under any other insurance policy specified in the *schedule*.



### How we administer this policy

### You or we can cancel the policy

*You* can cancel this policy at any time by notifying us at or before cancellation.

After cancellation by *you*, we'll be entitled to keep both:

- the proportion of the premium for the period that the policy has been in force
- any tax or duty paid or owing for which we are unable to obtain a refund.



We can cancel the policy if you breach the terms or conditions.

We may cancel this policy by notifying *you* in writing, if *you* are in breach of any of the terms or conditions, or for any other reason available by law.

If we cancel *your* policy, the cancellation takes effect at the earlier of:

 the time when you have entered another policy of insurance that is intended to replace this policy



 at 4.00pm, local standard time, on the 14th business day after the day on which we gave you notice, as per the *Insurance Contracts Act 1984*.



We'll refund the remaining proportion of your paid premium.

After we cancel, *you* will be entitled to a refund proportional to the unexpired *period of insurance*, minus any tax or duty paid or owing for which we are unable to obtain a refund, provided you have not submitted a claim.

### Electronic communications to avoid paper

#### Under this policy, you agree:

that we may make documents and our communications, including our Product Disclosure Statements, Target Market Determinations, Financial Services Guides, update notices, policy documents, customer communications and any documents we are required to send by law, available to you electronically in place of sending paper documents



 to Zurich making those documents and communications available electronically on screen or via a link on screen

- to Zurich sending those documents and communications electronically to the email address or number you provided as the relevant contact details
- to Zurich sending links (including hyperlinks to websites, facilities or apps) containing those documents to the email address or number you provided as the relevant contact details and making those documents available on such linked sites, facilities or apps
- to accept electronic documents sent or made available via screens, email, a contact number, a link, a website or app using the means above in place of paper documents
- to provide an email address or contact number capable of receiving a short message service (SMS) when you are a customer of Zurich or a claimant
- to tell us as soon as practical when there is a change to your contact details.



# Limitations of geographical cover – geographical limits and vehicle alterations

The cover provided by *your* policy is limited by these limitations of cover, as well as the Section 1 exclusions, Section 2 exclusions, and general exclusions.

### Geographical limits – we'll only cover events in Australia

Cover only applies to *events* that occur or *damage* that occurs within Australia.

#### Vehicle alterations

*You* must not alter the suspension, wheels, or motor of the *vehicle* to increase the *vehicle*'s performance unless all the following apply:

- we've previously agreed to the alterations
- *you* have paid any additional *premium* we require
- you have agreed to accept any amendments or addition to the terms and conditions of this policy, which we'll tell you about.

#### **Progress payments**

If we have agreed that a claim is covered by *your* policy, we'll make reasonable progress payments.



# Other important things to know about this policy

# State or Territorial law and Australian jurisdiction apply

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with the laws of the State or Territory of Australia based on the address at which *you* keep *your vehicle* parked at night.

In the event of any dispute arising under this policy, including but not limited to its construction, interpretation, validity or performance, the parties to the policy submit to the exclusive jurisdiction of the courts of Australia.

## Reference to any statute includes its amendments or replacements

A reference to any statute, regulation or subordinate legislation in this policy includes any amendment, replacement, successor or equivalent of that statute, regulation or subordinate legislation.



# We won't provide cover that would violate sanctions

Notwithstanding any other terms or conditions under this policy, we shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to *you* or any other party to the extent that such cover, payment, service, benefit and/or any *business use* or activity of *yours* would violate any applicable trade or economic sanctions, law or regulation.

# How we collect, disclose and handle your personal information

Zurich is bound by the *Privacy Act 1988* (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (e.g. health) information, about *you* ('*your* details') to assess applications, administer policies, contact *you*, enhance our products and services and manage claims ('Purposes'). If *you* do not provide *your* information, we may not be able to do those things. By providing us, our representatives or *your* intermediary with information, *you* consent to us using, disclosing to third parties and collecting from third parties *your* details for the Purposes.



We may disclose *your* details, including *your* sensitive information, to relevant third parties including, affiliates of Zurich Insurance Group Ltd, insurers, reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, *your* employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may disclose some details of your policy or claim (e.g. a policy number and whether you have a claim) to *Tesla* to allow us to provide a streamlined service to you.

We may obtain *your* details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the *Insurance Contracts Act 1984* (Cth), *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), *Corporations Act 2001* (Cth), *Autonomous Sanctions Act 2011* (Cth), *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and other financial services, crime prevention, trade sanctions and tax laws.



Zurich's Privacy Policy provides further information and lists service providers, business partners and countries in which recipients of *your* details are likely to be located. It also sets out how we handle complaints and how *you* can access or correct *your* details or make a complaint.

#### To view our Privacy Policy:



zurich.com.au/importantinformation/privacy







The following definitions apply to the words used in this policy. When we use a word in italics, we mean the definition given below.

## Act of terrorism

act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments de jure or de facto, and which:

- involves violence against one or more persons,
- involves damage to property,
- endangers life other than that of the person committing the action,



- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

## Agreed value

agreed value means the amount specified in your schedule as the Agreed Value, including GST where your vehicle is not owned by a business and registered for GST. This amount includes vehicle accessories, tools and spare parts that the manufacturer supplies as standard equipment with your vehicle. Any vehicle accessories specified in the schedule are included in the agreed value.

#### **Business use**

*business use* means the manner in which *you* use *your vehicle* to earn an income as shown in *your schedule*. It also includes using *your vehicle* for personal purposes.

## Child seat

*child seat* means any type of child restraint designed for use in a motor *vehicle* and compliant with Australian standards.



### Compensation

*compensation* means compensatory damages including costs recoverable by claimants.

*Compensation* doesn't include fines, penalties, criminal sanctions of any description, or punitive, aggravated, exemplary or liquidated damages.

## Damage and damaged

*damage* and *damaged* means accidental physical damage, destruction or loss caused by either:

- fire, flood, hail, malicious acts, or an accident
- someone stealing or attempting to steal your vehicle.

#### Data processing media

*data processing media* means any property in the *vehicle* on which *electronic data* can be stored, but doesn't include the *electronic data* itself.



### Driver's personal property

*driver's personal property* means the driver's uninsured personal property, including *business use* apparel normally worn for their occupation.

It doesn't include money, firearms, cash, negotiable instruments, tablet computers and iPads, laptop computers, portable music devices, mobile phones, personal digital assistants including smart phones, personal navigation equipment, portable dash cameras, recording devices and tools or items used for *business use*, jewellery and furs belonging to *you* or the driver.

#### Electronic data

*electronic data* means facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic or electromechanical data processing or electronically controlled equipment.

It includes programs, software and other coded instructions for processing and manipulating data or directing and manipulating such equipment.



#### Event

*event* means an incident or accident, or a series of incidents or accidents resulting from one original cause.

#### Excess

*excess* is the first amount of each claim that *you* must pay for when *you* make a claim under this policy, unless we state that no *excess* applies.

Concerning Refer to 'What happens when *you* make a claim' on pages 90 to 91 for more information.

#### Legislative requirement

*legislative requirement* means any applicable statute, regulation, by-law, ordinance, policy or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government.

It includes standards, guides, information bulletins or industry codes that apply by reason of statue or regulations.



## Market value

*market value* means the value of *your vehicle* just before the *damage* occurs, based on its make, model, age, kilometres travelled, options and accessories and condition at that time, including GST where *your vehicle* is not owned by a business and registered for GST.

When we calculate the *market value*, we include an amount for reasonable costs of replacing or repairing:

- standard accessories, tools or spare parts that the manufacturer supplied as standard equipment with *your vehicle*, and
- non-standard vehicle accessories where you selected 'Yes' to non-standard accessories in the schedule.

## Period of insurance

*period of insurance* means the time period during which *your* cover is in force, stated as the Period of Insurance in *your schedule*.



#### Personal use

personal use means you use your vehicle for personal purposes, which include driving to and from work, as shown on your schedule. Personal use of your vehicle does not include business use.

### Pollutants

*pollutants* mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

#### Premium

*premium* means the amounts shown in the *schedule* that *you* have to pay us, including all charges, for the cover we provide under this policy.

#### **Regulatory authority**

regulatory authority means the State Territory and Commonwealth departments, agencies or corporations charged with the development, regulation or supervision of *legislative requirements*.



## Schedule

schedule means the Schedule document we give you that attaches to and forms part of your policy. The schedule contains important information about your policy that is unique to you and your vehicle.

### Tesla

means *Tesla* Motors Australia Pty Ltd (ABN 68 142 889 816).

## Vehicle

*vehicle* means any specified motor *vehicle* described in the *schedule* (that is not for use on rails, tram tracks or cables), which *you* own or for which *you* have assumed liability.

Vehicle includes:

 any vehicle accessories, standard tools, standard appliances, standard electronic or electrical equipment, standard air conditioning unit or standard options, when these form part of the vehicle and are in, on or attached to your vehicle



 any non-standard vehicle accessories in accordance with 'Unspecified accessories' under Section 1 – Your Vehicle on page 49.

Any non-original factory accessory, or non-approved reconfiguration of an accessory, is not covered as part of the *vehicle*.

## Vehicle accessories

vehicle accessories means:

- parts or products specifically designed to be fitted to or used with the *vehicle*, including spare parts, charging cables, adaptors provided by the manufacturer, and wall charging unit installed on premises owned by *you*
- permanently fitted entertainment systems, communication, navigation, security equipment or other electronic equipment fitted to *your vehicle*.

## You, your

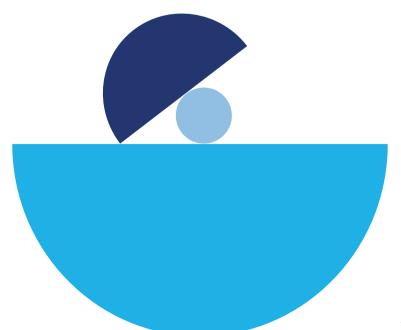
*you* or *your* means *you*, *your*, the party, or parties named as the Policyholder in the *schedule*.



The issuer of this product is Zurich Australian Insurance Limited (ZAIL) ABN 13 000 296 640 AFSL 232507. In this document, we may also use 'Zurich', 'we', 'us' or 'our' to refer to ZAIL.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories.

Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.



#### We support the General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and we support the Code.

The objectives of the Code are to:

- commit us to high standards of service
- promote better, more informed relations between us and you
- maintain and promote trust and confidence in the general insurance industry
- provide fair and effective mechanisms for the resolution of complaints and disputes you make about us
- promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces compliance with the Code.

Committee, and *your* rights under it, contact us or visit <u>https://insurancecouncil.com.au/cop/</u>.

#### **Enquiries and complaints**

We are committed to providing a high level of service and we have arrangements in place for resolving any complaints our customers may have. We will always endeavour to address *your* concerns as a matter of priority and will work with *you* to resolve *your* complaint.

If *you* wish to make a complaint about a service or product, below are a number of ways to contact us. We recommend having an email address and phone number on hand, and a policy number if applicable.

If *you* need help lodging *your* complaint, for example due to illness, disability or English as a second language, please contact us so we can provide the necessary support to help *you* manage *your* complaint.



#### Further Help – the Australian Financial Complaints Authority

If *you* are not satisfied with our response, *you* can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Time limits may apply to lodging a complaint and *you* should act promptly or otherwise consult the AFCA website to understand if and when the time limit relevant to *your* circumstances expires.

This policy may be protected under the Financial Claims Scheme

Zurich is an insurance company authorised under the *Insurance Act* 1973 (Cth) to carry on general insurance business in Australia. As such, we're subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

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



The FCS may apply if a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.



### How you can contact us for more information

If you have questions about this policy, contact the Zurich General Insurance Customer Care Team.

#### **Customer Care Team details:**

1800 319 284 Weekdays 8:30am to 7:00pm AEST



🔀 insuremytesla@zurich.com.au



www.zurich.com.au/insuremytesla

