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## **Accident & Health International Underwriting Pty Ltd**

### **HIRE CAR EXCESS EXPENSES POLICY**

DAH Holdings Pty Limited t/as Auto Europe

#### **Product Disclosure Statement (PDS)**

##### **Accident & Health International (A & H International)**

Accident & Health International Underwriting Pty Limited, ABN 26 053 335 952, AFS licence no. 238261, is an underwriting agency specifically created to provide Personal Accident, Medical and Travel insurance. They have been in operation since March 1998 and act on behalf of CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291. A & H International has full authority to quote and issue contracts of insurance, collect premiums and pay claims as agent of CGU Insurance Limited.

If you have any queries about this policy you should contact A & H International. Their contact details are at the end of this PDS.

##### **The Insurer**

The Insurer of the Policy is CGU Insurance Limited.

##### **What is a Product Disclosure Statement**

This Product Disclosure Statement (PDS) contains information about the policy including the benefits and conditions, your rights as a client and other things you need to know to assist you to make an informed decision when choosing your insurance.

In this PDS:

- 'we', 'our' or 'us' means CGU Insurance Limited.
- 'you' means the Insured who is named in the schedule.
- 'insured person' means the person nominated by you for the insurance cover for which the premium has been paid. The insured person and the type of cover chosen will be set out in the policy schedule.

##### **What The Policy Consists Of**

Your policy consists of:

- this printed PDS document which sets out details of your cover and its limitations, and
- a schedule, approved by us, which sets out the cover, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the Schedule/Schedule of Benefits in this policy document.

You should carefully read and retain your insurance policy document and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us.

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## **Our Agreement With You**

We will insure you for the benefits as set out in this policy occurring during the period of insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you selected when you applied for cover and which the current schedule indicates is in force,
- of the verbal and/or written information provided by you which you gave after having been advised of your Duty of Disclosure either verbally or in writing. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of voiding your policy from the effective date stated in the current schedule. For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure", on page 4.

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## Policy Covers

This policy covers Hire Car Excess Expenses.

## Age Limits

This is no cover for anyone who has reached the age of eighty-five (85) years or older.

## The Most We Will Pay

The maximum we will pay for a claim under the policy is the sum insured as set out in the policy schedule.

## What You Are Not Covered For

There are certain times when there is no cover under the policy which means we may refuse to pay your claim. The following exclusions apply to this policy.

We shall not be liable to pay any monies with respect to any loss or damage:

1. Caused or contributed to by the operation of the vehicle in breach of the provisions of the hiring agreement;
2. To any commercial vehicle, truck, motor home or camper van;
3. To any vehicle aged more than twenty (20) years;
4. Which is not indemnifiable under the insurance offered by the rental organisation because of the application an exclusion clause;
5. caused by any losses which are not covered by the rental car's comprehensive insurance policy.

We will not pay any claim caused by or arising out of:

1. A deliberately self-inflicted injury; including suicide or attempted suicide whether sane, insane or under any mental distress;
2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power in your country of domicile, Iraq or Afghanistan;
3. The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
4. A criminal or illegal act committed by You;
5. You being under the influence of alcohol or an illegal drug or where there is more alcohol or drugs in Your blood than the law permits.

## The Cost of Your Policy and Paying For Your Insurance

The cost of your policy will be shown on the quotation we give you, once we have received all the required information from you. The cost of the policy is calculated based on the number of days you rent the vehicle in the policy period and is made up of premium, government taxes such as Goods & Services Tax (GST) and Stamp Duty, where applicable.

## Your Duty of Disclosure

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

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You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

What you do not need to tell us:

You do not need to tell us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know.

Who does the above duty apply to? Everyone who is insured under the policy must comply with the relevant duty. What happens if you or they do not comply with the duty? If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

### **Claims Administration**

If you need to make a claim, please send a written notice of claim to Auto Europe, Level 2, 157 Walker Street, North Sydney, NSW, 2060, Australia, within thirty (30) days of the date of the incident occurring or as soon as reasonably possible. Auto Europe will send you a copy of our claim form which will need to be fully completed. We will not be responsible for any payments under the policy unless this form is fully completed and returned. Any costs involved in the collection of information for the form are your responsibility.

Any payments will be made in the same currency as the premium quoted.

Once a payment is made under this policy, we may attempt to recover the amount we have paid to you if we find someone else is responsible for the loss or damage. We will do this in your or the insured person's name. We may also need to defend you, or the insured person, if someone else alleges you caused them loss or damage. You and the insured person need to co-operate with us.

### **Cooling-Off**

If you decide that you do not want the policy, you have a cooling off period of fourteen (14) days from the date on which the policy was issued to cancel the policy. You must tell Us in writing that you wish to cancel the policy and we will repay the full amount of premium to you. If you choose to use the cooling-off period, then we will treat the policy as never having existed.

You cannot use this cooling-off period if the insured person commenced the hiring of the vehicle, the policy has already expired or if there has been a claim made under the policy.

### **Dispute Resolution**

We and A & H International will do everything possible to provide a quality service to you. If you have any concern or complaint, A & H International staff are always available to listen to you and to help where they can.

If, after talking to a staff member, you wish to take the matter further, A & H International has a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to you within fifteen (15) working days. Please contact the Disputes Resolution Manager - see contact details at the end of this Product Disclosure Statement.

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If you are not happy with any decision, you may take your complaint to the Financial Ombudsman Service Limited (FOS), an independent and external dispute resolution body, subject to eligibility. Access to the FOS process is free of charge to you.

Please contact A & H International if you would like further information about the FOS or contact:

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Web: [www.fos.org.au](http://www.fos.org.au)

## Privacy

We are committed to protecting your privacy. We use the information you provide us to quote on your application for a policy, to provide the insurance, administer the policy and assess and manage any claims. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy.

If you do not provide us with full information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time. Such application should be directed to A & H International in writing where it will be considered by their internal Privacy Disputes Department.

If you provide us with personal information about anyone else, we rely on you to have their consent if you will be providing their information to us, and that you have told them to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy Policy, please visit our website to obtain a copy: [www.acchealth.com.au](http://www.acchealth.com.au)

## Updating the PDS

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

## Contact Details

Accident & Health International Underwriting Pty Limited  
ABN 26 053 335 952  
AFS Licence No: 238261  
Level 4, 33 York Street  
SYDNEY NSW 2000

Telephone: (02) 9251 8700  
Fax: (02) 9251 8755  
Website: [www.acchealth.com.au](http://www.acchealth.com.au)  
Email: [enquiries@acchealth.com.au](mailto:enquiries@acchealth.com.au)

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**The Insurer**

CGU Insurance Limited  
ABN 27 004 478 371  
AFS Licence No: 238291  
388 George Street  
SYDNEY NSW 2000

Telephone: 131532  
Website: [www.cgu.com.au](http://www.cgu.com.au)

This Product Disclosure Statement was prepared on 31 January 2015. A & H International are authorised to distribute this Product Disclosure Statement.

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## HIRE CAR EXCESS EXPENSES POLICY

### YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

What you do not need to tell us:

You do not need to tell us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know.

Who does the above duty apply to? Everyone who is insured under the policy must comply with the relevant duty. What happens if you or they do not comply with the duty? If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

### IMPORTANT INFORMATION

Accident & Health International Underwriting Pty Ltd (hereinafter called A & H International) gives notice that this contract has been effected under an Authority, given to A & H International by The Company. A & H International has entered into the Contract as an agent of The Company and not an agent of the Insured. A commission is payable by Us to A & H International for arranging the insurance.

All cover under this Policy is subject to:

1. The Payment of premium;
2. The terms and conditions contained in this Policy Document and in the Schedule;
3. The limits of liability referred to in the Policy.

We hereby agree to insure such person or persons as You shall nominate from time to time on the terms and conditions and subject to the exclusions set out in this Policy.

The limits of the Sum Insured under this cover are stated in the Schedule.

If You are not entirely satisfied with this Policy You may cancel it by returning it to Us within fourteen (14) days of the date of receipt. We will refund Your premium and the Policy will be treated as though it never existed.

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## IMPORTANT DEFINITIONS

The following important definitions apply to this Policy:

**INSURED PERSON** is any person nominated by You from time to time and with respect to whom a premium has been paid.

**PERIOD OF INSURANCE** is the period referred in the Schedule.

**ARRANGEMENT DATE** is the date cover was arranged by Us.

**SCHEDULE** includes any current Schedule of this Policy.

**INSURER** means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia.

**A & H INTERNATIONAL** means Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

**YOU/YOUR** is the Insured named in the Schedule.

**THE COMPANY** means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291 of 388 George Street, Sydney, New South Wales, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

**WE/OUR/US** means CGU Insurance Limited.

**NUCLEAR, CHEMICAL OR BIOLOGICAL TERRORISM** means terrorism which includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- a. influence a government or any political division within it for any purpose, and/or
- b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose).

**ASSOCIATED COSTS AND CHARGES** means the costs of Loss of Use or Demurrage to a maximum of \$1,000 and they do not include Administration, Credit Card Fees and Premium Location Fees.

## EXTENT OF COVER

We will indemnify the Insured Person against any excess or deductible payable under that Policy of Insurance arising out of loss or damage sustained to the Rental Vehicle plus any third party loss or damage that you are legally liable to pay as a result of the Rental Vehicle accident during the rental period, as well as any Associated Costs and Charges as defined imposed by the Hire Car Rental Organisation but not exceeding the Sum Insured stated in the Schedule and provided:

1. An Insured Person hires a Rental Vehicle from a registered organisation whose business is to rent rental vehicles;
2. As part of the hiring arrangement the Insured Person effects all insurance (except the excess buy-back) offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the vehicle during the rental period;
3. The Insured Person complies with all requirements of the rental organisation under the hiring agreement and of the Insurer under such insurance.

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## **EXCLUSIONS**

We shall not be liable to pay any monies with respect to any loss or damage:

1. Caused or contributed to by the operation of the vehicle in breach of the provisions of the hiring agreement;
2. To any commercial vehicle, motor home, camper van or truck
3. To any vehicle aged more than twenty (20) years;
4. Which is not indemnifiable under the insurance offered by the rental organisation because of the application an exclusion clause.
5. caused by any losses which are not covered by the rental car's comprehensive insurance policy.

We shall not be liable to pay for any claim caused by or arising out of:

1. A deliberately self-inflicted injury; including suicide or attempted suicide whether sane, insane or under any mental distress;
2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power in your country of domicile, Iraq or Afghanistan;
3. The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
4. A criminal or illegal act committed by You.
5. You being under the influence of alcohol or an illegal drug or where there is more alcohol or drugs in Your blood than the law permits.

## **GENERAL CONDITIONS AND LIMITATIONS APPLYING TO ALL SECTIONS**

### **1. NOTICE OF CLAIM**

Written notice of claim must be given to Us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.

### **2. SUBROGATION**

In the event of any payment being made by Us under this Policy, We shall be subrogated to all the Insured Person's right of recovery against any person or organisation. The Insured Person must not take any action to prejudice any such right of recovery and must co-operate with and do all things necessary to enable the recovery action to be prosecuted.

### **3. CLAIM FORMS**

Upon receipt of a notice of claim, Auto Europe shall submit Our usual claim form for completion. We shall not be liable to make any payment under this Policy unless the claim form is properly completed and all information reasonably required by Us has been furnished.

### **4. YOUR DUTY TO CO-OPERATE**

The benefits of this policy depend on You or any person covered by this policy giving Us any reasonable information and help We require. This includes giving Us written statements of documents We consider relevant. We may also require You or any person covered by this policy to attend Court to give evidence. You must help Us even when We have paid Your claim. If You do not co-operate Your payments may be suspended.

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## 5. LEGAL ACTION

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after Our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the time of the loss or damage or the time the liability was incurred (as the case may be).

No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.

## 6. CANCELLATION

- a. This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Policy has been in force;
- b. We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

## 7. AGE LIMITATION

We shall not be liable to pay any money with respect to any Insured Person who has attained the age of eighty-five (85) years.

## 8. LIMIT OF LIABILITY

Our total liability for all claims arising under this Policy during any Period of Insurance shall not exceed the amount stated in the Schedule.

In the event this limit is reached, the amount will be automatically reinstated with the appropriate additional premium plus charges being charged.

## 9. CURRENCY

Any claim or benefit paid under this policy will be paid in the same currency as premium quoted.

## 10. GOVERNING LAW AND JURISDICTION

This policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this policy shall be resolved in accordance with the laws of Australia.

## NOTICE

### 1. CODE OF PRACTICE

CGU Insurance Limited is a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The aim of the code is to raise the standards of practice and service in the insurance industry. Further information is available on request.

### 2 DISPUTE RESOLUTION

We and AHI will do everything possible to provide a quality service to You. If You have any concern or complaint, AHI staff are always available to listen to You and to help where they can.

If, after talking to a staff member, You wish to take the matter further, AHI has a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to You within fifteen (15) working days. Please contact the Disputes Resolution Manager - see contact details in this Product Disclosure Statement.

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If You are not happy with any decision and it relates to a claim, You may take Your complaint to the Financial Ombudsman Service Limited (FOS), an independent and external dispute resolution body, subject to eligibility. Access to the FOS process is free of charge to You.

Please contact AHI if You would like further information about the FOS or contact:

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Web: [www.fos.org.au](http://www.fos.org.au)

### **3 PRIVACY**

As part of AHI's dealings with you, we may need to collect personal information (and sometimes sensitive information such as health information) about you. We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

AHI will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with other companies within our group and third parties who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our privacy policy located at [www.acchealth.com.au](http://www.acchealth.com.au) . Alternatively, contact us at [privacy@acchealth.com.au](mailto:privacy@acchealth.com.au) or (02) 9251 8700 and we will send you a copy.

You should obtain a copy of this policy and read it carefully. By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our privacy policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.