

Allianz Global Assistance

# Rental Vehicle Excess & Luggage Insurance (Australia)

Product Disclosure Statement  
(including Policy Wording)

Global Assistance

**Allianz** 

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# PRODUCT DISCLOSURE STATEMENT

## ABOUT THIS PRODUCT DISCLOSURE STATEMENT

A Product Disclosure Statement (**PDS**) is a document required by the Corporations Act 2001 (Cth) and contains information designed to help **you** decide whether to buy this product and to compare it with other products **you** may be considering.

This **PDS** sets out the cover available and the terms and conditions which apply. Please note that any recommendations or opinions in this document are of a general nature only and do not take into account **your** objectives, financial situation or needs.

This **PDS** will also contain information about the remuneration received by **Allianz Global Assistance** for its role, the services provided by it and how any complaint **you** have with **Allianz Global Assistance** can be dealt with.

This **PDS**, together with the **Certificate of Insurance** and any written document **we** tell **you** forms part of **your policy**, make up **your** contract with **Allianz**. Please retain these documents in a safe place.

## UNDERSTANDING THIS PRODUCT AND ITS IMPORTANT TERMS AND CONDITIONS

To properly understand this product's significant features, benefits, limits, conditions and exclusions **you** need to carefully read:

- **PURCHASING THIS PRODUCT** – this contains important information on who can purchase this product, age limits and cover types available to **you**; on applicable **excesses**, the period of cover and extensions of cover;
- About the cover, and limits on the amount **we** will pay, that applies to each plan in the **TABLE OF BENEFITS**, when **we** will pay a claim under each section applicable to the cover **you** choose (**YOUR POLICY COVER**) (remember, certain words have defined meanings – see **OUR DEFINITIONS**);
- **IMPORTANT MATTERS** - this contains important information on **your** duty of disclosure (including how the duty applies to **you** and what happens if **you** breach the duty), **our** privacy notice and dispute resolution process, the Financial Claims Scheme, and more;
- When **we** will not pay a claim under each section applicable to the cover **you** choose (**YOUR POLICY COVER**) and **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**; and
- **CLAIMS** - this sets out important information about how **we** will consider claims. It also sets out certain obligations that **you** and **we** have. If **you** do not meet them **we** may refuse to pay a claim.

## APPLYING FOR COVER

When **you** apply for **your policy**, **we** will confirm with **you** things such as the period of cover, **your** premium, what cover options and **excesses** will apply, and whether any standard terms are to be varied.

These details will be recorded on the **Certificate of Insurance** issued to **you**.

If **we** are unable to offer **you** the cover **you** seek, it will be because the particular product offered is not designed to cover a particular risk or risks including, but not limited to, some geographical regions, or some ages. In such a case, if **you** would like to discuss **your** options please use the contact details on the back cover of this **PDS**.

This **PDS** sets out the cover **we** are able to provide **you** with. **You** need to decide if the benefit limits, type and level of cover are appropriate for **you** and will cover **your** potential loss. If **you** have any queries, want further information about this product or want to confirm a transaction, please use the contact details on the back cover of this **PDS**.

## ABOUT YOUR PREMIUM

**You** will be told the premium payable for **your policy** when **you** apply. In calculating the premium, **we** take into account a number of factors including **your** destination(s), length of **journey**, the number of persons and age of persons to be covered under the **policy** and the plan type **you** select. The amount of any **excess** payable is also included in the calculation of **your** premium.

**Your** total premium reflects the amount **we** calculate to cover these factors as well as any relevant government charges, taxes or levies (such as stamp duty or GST) in relation to **your policy**. These amounts are included in the total amount payable by **you** as shown in **your Certificate of Insurance**.

## COOLING-OFF PERIOD

Even after **you** have purchased **your policy**, **you** have cooling-off rights.

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

After this period **you** can still cancel **your policy** but **we** will not refund any part of **your premium** if **you** do.

## WHO IS YOUR INSURER?

This product is underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708, 2 Market Street, Sydney 2000.

## WHO IS ALLIANZ GLOBAL ASSISTANCE?

**Allianz Global Assistance** is a trading name of AWP Australia Pty Ltd ABN 52 097 227 177 AFS Licence No. 245631, of 74 High Street, Toowong 4066. **Allianz Global Assistance** has been authorised by **Allianz** to enter into the **policy** and deal with and settle any claims under it, as the agent of **Allianz**, not as **your** agent. **Allianz Global Assistance** acts under a binder which means that it can do these things as if it were the insurer. It administers all emergency assistance services and benefits of this insurance. **You** may contact **Allianz Global Assistance** in an emergency 24 hours a day, 7 days a week.

## UPDATING THE PDS

**We** may need to update this **PDS** from time to time if certain changes occur where required and permitted by law. **We** will issue **you** with a new **PDS** or a supplementary **PDS** to update the relevant information except in limited cases. Where the information is not something that would be materially adverse, from the point of view of a **reasonable** person considering whether to buy this product, **Allianz Global Assistance** may issue **you** with notice of this updated information (**you** can get a paper copy free of charge by calling the contact number shown on the back cover of this **PDS**).

## PREPARATION DATE

The preparation date of this **PDS** is 31 January 2018.

## OUR DEFINITIONS

Headings, where appearing, are for reference only and do not affect interpretation.

When the following words and phrases appear in bold black type in this **PDS**, **your Certificate of Insurance** or any other document **we** tell **you** forms part of **your policy**, they have the meanings given below. The use of the singular shall also include the use of the plural and vice versa.

### **Accident**

means an unexpected event caused by something external and visible.

### **Allianz**

means Allianz Australia Insurance Limited ABN 15 000 122 850, AFSL 234708.

### **Allianz Global Assistance**

means AWP Australia Pty Ltd ABN 52 097 227 177, AFSL 245631.

### **Bicycle**

means any bicycle, tricycle, tandem, trailer cycle or push scooter that is powered by human pedalling or and/or a battery.

### **Business samples**

means demonstration goods or examples of goods sold by **you** or **your** company.

### **Certificate of Insurance**

is the document **we** give **you** which confirms that **we** have issued a **policy** to **you** and sets out details of **your** cover.

### **Concealed storage compartment**

means a boot, trunk, glove box, enclosed centre console, or concealed cargo area of a sedan, station wagon, hatchback, van or motorhome.

### **Date of issue**

means the date and time of issue on **your Certificate of Insurance**.

### **Epidemic**

means a sudden development and rapid spreading of a contagious disease in a region where it developed in an endemic state or within a previously unscathed community.

### **Excess**

means the deduction **we** will make from the amount otherwise payable under **your policy** for each claimable incident or event.

### **Jewellery**

means a form of personal adornment, such as brooches, rings, necklaces, earrings, and bracelets. It does not include watches or items of clothing.

### **Journey**

means travel from the time when **you** collect the **rental vehicle** from the **rental vehicle** company **you** have entered into a **rental vehicle** agreement with, and ends when **you** return the **rental vehicle** to the **rental vehicle** company, or on the end date specified on **your Certificate of Insurance**, whichever happens first.



**Luggage and personal effects**

means **your** suitcases, trunks and similar containers including their contents and articles worn or carried by **you**. It does not mean or include any **bicycle, business samples** or items that **you** intend to trade, **valuables**, passport or travel documents, cash, bank notes, currency notes, cheques, negotiable instruments, electronic data, software, intangible asset, watercraft of any type (other than surfboards), furniture, furnishings, household appliances, hired items or any other item listed as excluded on **your Certificate of Insurance**.

**Medical adviser**

means a doctor (including a clinical psychologist) or dentist qualified to diagnose the condition or disorder, holding the necessary current certification in the country in which they are currently practising, and who is not **you** or **your travelling companion**, or a **relative** or employee of **you** or **your travelling companion**.

**Mental illness**

means any illness, condition or disorder listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.

**Nominated driver**

means the person(s) whose name(s) are set out on the **rental vehicle** agreement.

**Pandemic**

means a form of an **epidemic** that extends throughout an entire continent.

**PDS**

means Product Disclosure Statement.

**Policy**

means this **PDS, Certificate of Insurance** and any written document **we** tell **you** forms part of **your** policy.

**Public place**

means any place that the public has access to, including but not limited to planes, trains, cruise ships, taxis, buses, air or bus terminals, stations, wharves, streets, shops, museums, galleries, hotels, hotel foyers and grounds, beaches, restaurants, private car parks, public toilets and general access areas.

**Reasonable**

means as determined by **Allianz Global Assistance** having regard to the circumstances.

**Relative**

means grandparent, parent, parent-in-law, step parent, step parent-in-law, sister, step sister, sister-in-law, brother, step brother, brother-in-law, spouse, partner, fiancé(e), son, son-in-law, daughter, daughter-in-law, step child, foster child, grandchild, ward or guardian.

**Rental vehicle**

means a campervan/motorhome that does not exceed 4.5 tonnes, a sedan, coupe, hatchback, station-wagon, SUV, four wheel drive or mini bus/people mover rented from a licensed motor vehicle rental company or agency.

**Sporting equipment**

means equipment needed and used to participate in a particular sport and which can be carried about with **you**.

**Travelling companion**

means a person with whom **you** have made arrangements before **your policy** was issued, to travel with **you** for at least 75% of **your journey**.

**Unsupervised**

means leaving **your luggage and personal effects** or **valuables**:

- with a person who is not named on **your Certificate of Insurance** or who is not a **travelling companion** or who is not a **relative**; or
- with a person who is named on **your Certificate of Insurance** or who is a **travelling companion** or who is a **relative** but who fails to keep **your luggage and personal effects** or **valuables** under close supervision; or
- where they can be taken without **your** knowledge; or
- at such a distance from **you** that **you** are unable to prevent them being taken; and

includes forgetting or misplacing items of **your luggage and personal effects** or **valuables**, leaving them behind or walking away from them.

**Valuables**

means **jewellery**, watches, semi precious metals/precious metals or semi precious stones/precious stones and items made of or containing semi precious metals/precious metals or semi precious stones/precious stones, furs, binoculars, telescopes, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones), tablets, MP3/4 players and PDAs.

**We, our, us**

means Allianz Australia Insurance Limited ABN 15 000 122 850,AFSL 234708.

**You, your**

means each person named on the **Certificate of Insurance**.

# PURCHASING THIS PRODUCT

## WHO CAN PURCHASE THIS PRODUCT?

Cover is available irrespective of residency, however:

- **you** must purchase **your policy** before **you** commence **your journey**; and
- **your journey** must commence and end in Australia.

## AGE LIMITS

Age limits are at the **date of issue**.

### Plans A and C

Cover is available to travellers 21 to 75 years of age.

### Plans B, D and E

Cover is available to travellers 25 to 75 years of age.

## PERIOD OF COVER

**We** will confirm the issue of **your policy** by providing **you** with a **Certificate of Insurance**. The period **you** are insured for is set out in the **Certificate of Insurance**.

Cover begins when **you** collect the **rental vehicle** from the **rental vehicle** company or agency **you** have entered into a **rental vehicle** agreement with or on the start date specified on **your Certificate of Insurance**, whichever happens later.

Cover ends when **you** return the **rental vehicle** to the **rental vehicle** company or agency or on the end date specified on **your Certificate of Insurance**, whichever happens first.

## EXTENSION OF COVER

**You** can apply to extend **your** cover. **We** must receive **your** request to extend **your** cover at least 7 days before **your** original **policy** expires if **you** send **your** request by post.

All other requests to extend **your** cover must be received prior to **your** original **policy** expiry date. Cover will be extended subject to **our** written approval.

Where **we** have agreed to extend cover, **we** will issue **you** with a new **Certificate of Insurance**. The period of cover on **your** new Certificate cannot exceed 12 months.

Cover cannot be extended:

- where **you** have not advised **us** of any circumstances that have given (or may give) rise to a claim under **your** original **policy**;
- where at the time of application for the extension **you** are aged 75 years or over.

## EXCESS

**Your** standard **excess** is shown on **your Certificate of Insurance**.

# TABLE OF BENEFITS

Below is a table that sets out the cover that is provided under each Plan and the most **we** will pay in total for all claims under each section.

PLAN	BENEFIT SECTION	
	1.1 Rental Vehicle Excess*	2.1 Luggage & Personal Effects*
Plan A - Nil Excess	\$4,000	\$1,500
Plan B - Nil Excess	\$6,000	\$1,500
Plan C - \$300 Excess	\$4,000	\$1,500
Plan D - \$300 Excess	\$6,000	\$1,500
Plan E - Nil Excess	\$8,000	\$1,500

\* sub-limits apply - refer to **YOUR POLICY COVER** section of the **PDS** for details.

# IMPORTANT MATTERS

Under **your policy** there are rights and responsibilities which **you** and **we** have. **You** must read this **PDS** in full for all details, but here are some **you** should be aware of.

## LIMITATION OF COVER

Notwithstanding anything contained in this **PDS** **we** will not provide cover nor will **we** make any payment or provide any service or benefit to any person or party where providing such cover, payment, service or benefit would contravene or violate any applicable trade or economic sanction or any law or regulation.

## CONFIRMATION OF COVER

To confirm any **policy** transaction, (if the **Certificate of Insurance** does not have all the information **you** require), call **Allianz Global Assistance** using the contact number shown on the back cover of this **PDS**.

## JURISDICTION AND CHOICE OF LAW

**Your policy** is governed by and construed in accordance with the law of Queensland, Australia and **you** agree to submit to the exclusive jurisdiction of the courts of Queensland. **You** agree that it is **your** intention that this Jurisdiction and Choice of Law clause applies.

## YOUR DUTY OF DISCLOSURE

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

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

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

### YOUR DUTY OF DISCLOSURE WHEN YOU ENTER INTO THE CONTRACT WITH US FOR THE FIRST TIME

When answering **our** specific questions that are relevant to **our** decision whether to accept the risk of the insurance and, if so, on what terms, **you** must be honest and disclose to **us** anything that **you** know and that a **reasonable** person in the circumstances would include in answer to the questions.

It is important that **you** understand that **you** are answering **our** questions in this way for **yourself** and anyone else that **you** want to be covered by the contract.

### YOUR DUTY OF DISCLOSURE WHEN YOU VARY, EXTEND OR REINSTATE THE CONTRACT

When **you** vary, extend or reinstate the contract with **us**, **your** duty is to disclose every matter that **you** know, or could reasonably be expected to know, is relevant to **our** decision whether to accept the risk of the insurance and, if so, on what terms.

### WHAT YOU DO NOT NEED TO TELL US

**Your** duty however, does not require disclosure of any matter:

- that diminishes the risk to be undertaken by **us**; or
- that is of common knowledge; or
- that **we** know or, in the ordinary course of **our** business as an insurer, ought to know; or
- as to which compliance with **your** duty is waived by **us**.

## NON-DISCLOSURE

If **you** fail to comply with **your** duty of disclosure, **we** may be entitled to reduce **our** liability under the contract in respect of a claim, cancel the contract or both.

If **your** non-disclosure is fraudulent, **we** may also have the option of avoiding the contract from its beginning.

## FINANCIAL CLAIMS SCHEME

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under **your policy**, a person entitled to claim may be entitled to payment under the Financial Claims Scheme.

Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## GENERAL INSURANCE CODE OF PRACTICE

**Allianz** and **Allianz Global Assistance** proudly support the General Insurance Code of Practice.

The Code sets out the minimum standards of practice in the general insurance industry. For more information on the Code please call the contact number on the back cover of this **PDS**.

## DISPUTE RESOLUTION PROCESS

In this section “**we**”, “**our**” and “**us**” means **Allianz** and **Allianz Global Assistance**.

If **you** have a complaint or dispute in relation to this insurance, or **our** services or **our** representatives, please call **us** using the contact details on the back cover of this **PDS**, or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 162, Toowong, Queensland 4066. **We** will attempt to resolve the matter in accordance with **our** Internal Dispute Resolution process. To obtain a copy of **our** procedures, please contact **us**.

A dispute can be referred to the Financial Ombudsman Service Australia (**FOS**), subject to its terms of reference. The **FOS** provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. The contact details for the **FOS** are:

Financial Ombudsman Service Australia  
GPO Box 3, Melbourne Victoria 3001  
Phone: 1800 367 287  
Fax: (03) 9613 6399  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## REMUNERATION

The premium for **your policy** is payable to **Allianz** as the insurer.

**Allianz Global Assistance** is also remunerated by **Allianz** for providing services on behalf of **Allianz**.

This is a percentage (exclusive of GST) of the premium that **you** pay for **your policy** and is only paid if **you** buy this product. Employees and representatives of **Allianz Global Assistance** receive an annual salary, which may also include bonuses and/or other incentives, which can be based on performance or other criteria. This remuneration is included in the premium **you** pay.

If **you** would like more information about the remuneration that **Allianz Global Assistance** receives, please ask **us**. This request should be made within a **reasonable** time after this document is provided to **you** and before the financial services are provided to **you**.

## SAFEGUARDING YOUR LUGGAGE & PERSONAL EFFECTS

**You** must take all **reasonable** precautions to safeguard **your luggage and personal effects** and **valuables**. If **you** leave **your luggage and personal effects** or **valuables unsupervised** in a **public place** **we** will not pay **your** claim.

## CLAIMS

In the event of a claim, immediate notice should be given to **Allianz Global Assistance** using the contact details on the back cover of this **PDS**.

**Please note:** Receipts and/or valuations must be provided proving **your** ownership of and the value of any item for which **you** make a claim. Receipts must be provided for any expense for which **you** make a claim.

**Allianz Global Assistance** will consider **your** claim within 10 business days of receiving a completed claim form and all necessary documentation. If they need additional information, a written notification will be sent to **you** within 10 business days.

## PRIVACY NOTICE

To arrange and manage **your** travel insurance, **we** (in this Privacy Notice "**we**", "**our**" and "**us**" includes AWP Australia Pty Ltd trading as **Allianz Global Assistance** and its duly authorised representatives) collect personal information including sensitive information from **you** and those authorised by **you** such as **your family** members, **travelling companions**, **your** doctors, **hospitals**, as well as from others **we** consider necessary including **our** agents.

Any personal information provided to **us** may be used by **us** to evaluate and arrange **your** travel insurance. **We** also use it to administer and provide the insurance services and manage **your** and **our** rights and obligations in relation to those insurance services, including managing, processing and investigating claims. **We** may also collect, use and disclose it for product development, marketing, conducting customer research and analytics in relation to all of **our** products and services, IT systems maintenance and development, recovery against third parties, the detection and investigation of suspected fraud and for other purposes with **your** consent or where authorised by law.

This personal information may be disclosed to third parties **we** engage or who assist **us** carry out the above functions or processes, such as travel agents and consultants, travel insurance providers and intermediaries, authorised representatives, other insurers, reinsurers, claims handlers and investigators, cost containment providers, medical and

health service providers, overseas data storage and data handling providers, legal and other professional advisers, **your** agents and **our** related and group companies including **Allianz**. Some of these third parties may be located in other countries such as Thailand, France and India. **You** agree that while those parties will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of Australian privacy laws.

Unless **you** opt out, **we** may contact **you** on an ongoing basis by telephone, mail, electronic messages (including email), online and via other means with promotional material and offers of products or services that **we** consider may be relevant and of interest to **you** (including financial and insurance products and roadside assistance services). If **you** do not want to receive such offers from **us** (including product or service offerings from **us** on behalf of **our** agents, intermediaries and/or **our** business partners) or do not want **us** to disclose **your** personal information to **our** related and group companies and business partners for marketing purposes, **you** can opt out at any time by calling **us** on 1800 023 767.

When **you** provide personal information about other individuals, **we** and **our** agents rely on **you** to have made or make them aware:

- that **you** will or may provide their personal information to **us**;
- of the types of third parties to whom the personal information may be provided to;
- of the relevant purposes **we** and the third parties **we** will disclose it to, will use it for;
- of how they can access it; and
- of the other matters in this Privacy Notice.

**We** rely on **you** to have obtained their consent on these matters. If **you** do not, **you** must tell **us** before **you** provide the relevant information.

**You** can seek access to and correct **your** personal information by contacting **us**. **You** may not access or correct personal information of others unless **you** have been authorised by their express consent or otherwise under law, or unless they are **your** children under 16 years of age.

If **you** have a complaint about **your** privacy, please contact:

Privacy Officer, Allianz Global Assistance, PO Box 162, Toowong, QLD 4066

or **you** can contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 2999, Canberra, ACT 2601.

For more information about **our** handling of personal information, including further details about access, correction and complaints, please see **our** privacy policy available on request or view it on the web at <http://www.allianz-assistance.com.au>.

If **you** do not agree to the above or will not provide **us** with personal information, **we** may not be able to provide **you** with **our** services or products or may not be able to process **your** application nor issue **you** with a **policy**. In cases where **we** do not agree to give **you** access to some personal information, **we** will give **you** reasons why.



# GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Exclusion column is a summary for reference only and does not affect interpretation.

To the extent permitted by law **we** will not pay if:

NO.	EXCLUSION	WORDING
A.1	Acting intentionally or recklessly	<b>You</b> intentionally or recklessly act in a way that would reasonably pose a risk to <b>your</b> safety or the safety of <b>your luggage and personal effects</b> or <b>valuables</b> , except in an attempt to protect the safety of a person or to protect property.
A.2	Loss mitigation	<b>You</b> do not do everything <b>you</b> can to reduce <b>your</b> loss as much as possible.
A.3	Consequential loss	<b>Your</b> claim is for consequential loss of any kind including loss of enjoyment.
A.4	Aware of circumstances	At the time of purchasing this product, <b>you</b> were aware of something that would give rise to <b>you</b> making a claim under <b>your policy</b> .
A.5	Illegal acts	<b>Your</b> claim arises because <b>you</b> breach any government prohibition or regulation, including visa requirements, or intentionally act illegally. This exclusion does not apply to vehicle driver licensing, <b>motorcycle/moped</b> rider licensing or traffic offences.
A.6	Invitees	<b>Your</b> claim arises directly or indirectly from, or is in any way connected with, the conduct of someone who enters <b>your</b> accommodation with <b>your</b> consent, or whose accommodation <b>you</b> choose to enter.
A.7	Government confiscation	<b>Your</b> claim arises from a government authority confiscating, detaining or destroying anything.
A.8	Epidemic/pandemic	<b>Your</b> claim arises from, is related to or associated with: <ul style="list-style-type: none"> <li>• an actual or likely <b>epidemic</b> or <b>pandemic</b>; or</li> <li>• the threat of an <b>epidemic</b> or <b>pandemic</b>.</li> </ul> Refer to <a href="http://www.who.int">www.who.int</a> and <a href="http://www.smartraveller.gov.au">www.smartraveller.gov.au</a> for further information on <b>epidemics</b> and <b>pandemics</b> .

NO.	EXCLUSION	WORDING
A.9	War	<b>Your</b> claim arises from any act of war, whether war is declared or not, or from any rebellion, revolution, insurrection or taking of power by the military.
A.10	Nuclear	<b>Your</b> claim arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.
A.11	Chemical/biological	<b>Your</b> claim arises from biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear.
A.12	Suicide	<b>Your</b> claim arises from suicide or attempted suicide of any person.
A.13	Under the influence	<b>Your</b> claim arises directly or indirectly from, or is in any way connected with <b>you</b> being under the influence of any intoxicating liquor or drugs except a drug prescribed to <b>you</b> by a <b>medical adviser</b> , and taken in accordance with their instructions.
A.14	Racing	<b>Your</b> claim arises directly or indirectly from, or is in any way connected with, <b>you</b> participating in any race, speed or time trial.

# YOUR POLICY COVER

The maximum amount **we** will pay for all claims combined under each section is shown in the **TABLE OF BENEFITS** for the Plan **you** have selected. **You** must also check **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS** for reasons why **we** will not pay.

## SECTION 1.1 RENTAL VEHICLE EXCESS

The cover and benefits provided by this section only apply to a **nominated driver**.

Cover is only provided under this section if **your rental vehicle** agreement specifies an excess, deductible or damage liability fee payable in the event the **rental vehicle** is damaged or stolen while in **your** custody.

This section also covers items such as, but not limited to, tyres and/or windscreens, auto glass, roof, underbody, bumpers and trim if they are not covered by the indemnity provided by the rental company or agency under the **rental vehicle** agreement however, **our** liability for loss or damage will be limited to the amount of the excess, deductible or damage liability fee specified in the **rental vehicle** agreement.

The maximum amount **we** will pay under this section is the amount of the excess, deductible or damage liability fee that is specified in **your rental vehicle** agreement up to the limit shown in the **TABLE OF BENEFITS** under the Plan **you** have selected.

### 1.1.1 WHAT WE COVER

**a]** If, during **your** period of cover, a **rental vehicle** **you** have rented from a rental company or agency is:

- involved in a motor vehicle **accident** while **you** are driving it; or
- damaged or stolen while in **your** custody,

then **we** will pay the lesser of:

- the specified excess, deductible or damage liability fee **you** are liable to pay under **your rental vehicle** agreement; or
- property damage for which **you** are liable.

**You** must provide a copy of:

- **your rental vehicle** agreement;
- an incident report that was completed;
- repair account;
- an itemised list of the value of the damage; and
- written notice from the rental company or agency advising that **you** are liable to pay the excess, deductible or damage liability fee.

**b]** In addition, **If your** attending **medical adviser** certifies in writing that **you** are unfit to return **your rental vehicle** to the nearest depot during **your journey**, then **we** will pay up to \$500 for the cost of returning **your rental vehicle**.

### 1.1.2 WE WILL NOT PAY

To the extent permitted by law **we** will not pay a claim involving the theft or damage to **your rental vehicle** if the claim arises directly or indirectly from, or is in any way connected with, or is for:

- a]** **you** using the **rental vehicle** in breach of the rental agreement;
- b]** **you** using the **rental vehicle** without a licence for the purpose that **you** were using it; or
- c]** administrative charges or fees of the rental company that are not a component of an excess, deductible or damage liability fee specified in **your rental vehicle** agreement.

## SECTION 2.1 LUGGAGE & PERSONAL EFFECTS

The cover and benefits provided by this section apply to a **nominated driver** and any accompanying passengers.

### 2.1.1 WHAT WE COVER

**a]** If, during **your journey**, **your luggage and personal effects** or **valuables** are stolen, **accidentally** damaged or are permanently lost (except when: left in a motor vehicle; is **sporting equipment** in use; or are **valuables** checked in to be transported in the cargo hold of any aircraft, ship, train, tram or bus) **we** will pay the lesser of:

- the repair cost;
- the replacement cost;
- the amount it would cost **us** to repair or replace the item(s) allowing for any trade discounts **we** are entitled to;
- the original purchase price; or
- the depreciated value after allowing for age, wear and tear.

**We** have the option to repair or replace the **luggage and personal effects** or **valuables** instead of paying **you**.

**b]** **Luggage and personal effects** left in a motor vehicle are only covered during daylight hours and must have been left in a **concealed storage compartment** of a locked motor vehicle, and forced entry must have been made.

**c]** No cover is provided for **valuables** left in a motor vehicle at any time or **valuables** checked in to be transported in the cargo hold of any aircraft, ship, train, tram or bus including any loss from the point of check in until collection by **you** from the baggage carousel or collection area at the end of **your** flight, voyage or trip.

**d]** No cover is provided for the loss or damage to, or of, **sporting equipment** while in use (including surfboards).

The maximum amount **we** will pay is \$500 per person for all **luggage and personal effects** combined.

## 2.1.2 WE WILL NOT PAY

To the extent permitted by law, **we** will not pay a claim in relation to **your luggage and personal effects or valuables** if:

- a] **you** do not report the loss, theft or misplacement within 24 hours to the police or an office of the bus line, airline, shipping line or rail authority **you** were travelling on when the loss, theft or misplacement occurred. **You** must prove that **you** made such report by providing **us** with a written statement from whoever **you** reported it to;
- b] the loss, theft or damage is to, or of, electronic data, software or any other intangible asset;
- c] the loss, theft or damage is to, or of, **luggage and personal effects or valuables** left behind in any hotel or motel room after **you** have checked out, or items left behind in any aircraft, ship, train, tram, taxi or bus;
- d] the loss, theft or damage is to, or of, watercraft of any type (other than surfboards);
- e] the **luggage and personal effects or valuables** were being sent unaccompanied by **you** or under a freight contract;
- f] the loss or damage arises from any process of cleaning, repair or alteration;
- g] the loss or damage arises from ordinary wear and tear, deterioration, atmospheric or weather conditions, insects, rodents or vermin;
- h] the **luggage and personal effects or valuables** were left **unsupervised** in a **public place**;
- i] the **luggage and personal effects or valuables** have an electrical or mechanical breakdown;
- j] the **luggage and personal effects or valuables** are fragile, brittle or an electronic component is broken or scratched - unless either:
  - it is the lens of spectacles, binoculars or photographic or video equipment; or
  - the breakage or scratch was caused by a crash involving a vehicle in which **you** are travelling;
- k] the loss, theft or damage is to, or of, furniture, furnishings or household appliances.

## CLAIMS

First check that **you** are covered by **your policy** by reading the appropriate section in the **PDS** and the **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS** to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.

## HOW TO MAKE A CLAIM

**You** must give **Allianz Global Assistance** notice of **your** claim as soon as possible. **You** can lodge **your** claim online 24 hours a day or obtain a claim form at [www.travelclaims.com.au](http://www.travelclaims.com.au).

If there is a delay in claim notification, or **you** do not provide sufficient detail for **Allianz Global Assistance** to consider **your** claim, **we** can reduce any claim payable by the amount of prejudice **we** have suffered because of the delay.

**You** must give any information **Allianz Global Assistance** **reasonably** asks for to support **your** claim at **your** expense, such as but not limited to police reports, valuations, medical reports, original receipts or proof of purchase and ownership. If required they may ask **you** to provide them with translations into English of any such documents to enable their consideration of **your** claim.

**You** must co-operate at all times in relation to providing supporting evidence and such other information that may reasonably be required.

- a] For loss or theft of **your luggage and personal effects or valuables**, report it immediately to the police and obtain a written notice of **your** report.
- b] For damage or misplacement of **your luggage and personal effects or valuables**, caused by the airline or any other operator or accommodation provider, report the damage or misplacement to an appropriate official and obtain a written report, including any offer of settlement that they may make.
- c] Submit full details of any claim in writing within 30 days of **your** return **home**.

## CLAIMS ARE PAYABLE IN AUSTRALIAN DOLLARS TO YOU

**We** will pay all claims in Australian dollars. **We** will pay **you** unless **you** tell **us** to pay someone else. The rate of currency exchange that will apply is the rate at the time **you** incurred the expense.

Payment will be made by direct credit to an bank account nominated by **you**.

## YOU MUST NOT ADMIT FAULT OR LIABILITY

**You** must not admit that **you** are at fault, for any **accident**, incident or event causing a claim under **your policy**, and **you** must not offer or promise to pay any money, or become involved in legal action, without the approval of **Allianz Global Assistance**.

## YOU MUST HELP US TO RECOVER ANY MONEY WE HAVE PAID

If **we** have a claim against someone in relation to the money **we** have to pay or **we** have paid under **your policy**, **you** must do everything **you** can to help **us** do that in legal proceedings. If **you** are aware of any third party that **you** or **we** may recover money from, **you** must inform **us** of such third party.

## IF YOU CAN CLAIM FROM ANYONE ELSE, WE WILL ONLY MAKE UP THE DIFFERENCE

If **you** can make a claim against someone in relation to a loss or expense covered under this **policy** and they do not pay **you** the full amount of **your** claim, **we** will make up the difference. **You** must claim from them first.

## OTHER INSURANCE

If any loss, damage or liability covered under this **policy** is covered by another insurance policy, **you** must give **us** details. If **you** make a claim under one insurance policy and **you** are paid the full amount of **your** claim, **you** cannot make a claim under the other policy. If **you** make a claim under another insurance policy and **you** are not paid the full amount of **your** claim, **we** will make up the difference, up to the amount this **policy** covers **you** for, provided **your** claim is covered by this **policy**. **We** may seek contribution to amounts **we** have paid, or must pay, from **your** other Insurer. **You** must give **us** any information **we** reasonably ask for to help **us** make a claim from **your** other Insurer.

## SUBROGATION

**We** may, at **our** discretion undertake in **your** name and on **your** behalf, control and settlement of proceedings for **our** own benefit in **your** name to recover compensation or secure indemnity from any party in respect of anything covered by this **policy**. **You** are to assist and permit to be done, everything required by **us** for the purpose of recovering compensation or securing indemnity from other parties to which **we** may become entitled or subrogated, upon **us** paying **your** claim under this **policy** regardless of whether **we** have yet paid **your** claim and whether or not the amount **we** pay **you** is less than full compensation for **your** loss. These rights exist regardless of whether **your** claim is paid under a non-indemnity or an indemnity clause of this **policy**.

## RECOVERY

**We** will apply any money **we** recover from someone else under a right of subrogation in the following order:

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

Once **we** pay **your** total loss **we** will keep all money left over.

If **we** have paid **your** total loss and **you** receive a payment from someone else for that loss or damage, **you** must pay **us** the amount of that payment up to the amount of the claim **we** paid **you**.

If **we** pay **you** for lost or damaged property and **you** later recover the property or it is replaced by a third party, **you** must pay **us** the amount of the claim **we** paid **you**.

## HOW GST MAY AFFECT YOUR CLAIM

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

If **you** are entitled to claim an input tax credit in respect of **your** premium **you** must inform **us** of the amount of that input tax credit (as a percentage) at the time **you** first make a claim. If **you** fail to do so, **you** may have a liability for GST if **we** pay **you** an amount under **your policy**.

## FRAUD

Insurance fraud places additional costs on honest policyholders. Fraudulent claims force insurance premiums to rise. **We** encourage the community to assist in the prevention of insurance fraud.

**You** can help by reporting insurance fraud by calling **Allianz Global Assistance** on 1800 453 937. All information will be treated as confidential and protected to the full extent under law.



Sales, general enquiries and claims  
Phone: 1300 725 154

You can lodge your claim online 24 hours a day at:

[www.travelclaims.com.au](http://www.travelclaims.com.au).

24 hour Emergency Assistance

Phone: +61 7 3305 7499 (reverse charge from overseas)

Phone: 1800 010 075 (within Australia)

This insurance is issued and managed by

AWP Australia Pty Ltd

trading as Allianz Global Assistance

ABN 52 097 227 177

AFS Licence No. 245631

74 High Street, Toowong QLD 4066

This insurance is underwritten by

Allianz Australia Insurance Limited

ABN 15 000 122 850

AFS Licence No. 234708

2 Market Street, Sydney NSW 2000