



Value Protect Insurance

Product Disclosure Statement
and Policy Document



ALPHERA
Financial Services

Preparation Date: 09/12/2016.

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About this insurance

Our Product Disclosure Statement

This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act and contains information designed to help you decide whether to buy the policy.

You need to ensure you have all the protection you need, so please read through this PDS carefully, and store it in a safe place for easy reference.

Understanding your policy and its important terms and conditions

To properly understand this policy's significant features, benefits and risks you need to carefully read:

- about the available type of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see **Words with special meanings**);
- the **When we will not pay your claim** section (this restricts the cover and benefits);
- the **General conditions** and **Making a claim** sections (these set out certain obligations that you and we have. If you do not meet them we may be able to reduce or refuse to pay a claim); and
- the **Other information** section (this contains important information including your **Duty of Disclosure**, our privacy policy and our dispute resolution process).

When you apply for the policy by completing our application we agree with you on things such as:

- the period of insurance;
- your premium;
- your vehicle;
- the replacement vehicle value;

- the limits you want for certain covers (if optional); and
- whether any standard terms need to be varied (this may be by way of an endorsement).

These details are recorded in the schedule we issue to you.

When you enter into the policy you confirm that you have read the PDS and any other documents making up the policy and agree to be bound by its provisions.

You need to ensure the limits and level of cover is appropriate for you. If they are not, you may be underinsured and have to bear part of the loss yourself.

You should also read the GST notice in the General conditions section to understand how GST is applied to a claim.

If you have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover.

Your premium

The base premium we charge you is based on your risk profile (e.g. the level of cover you choose). You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST where applicable) plus any additional charges we tell you of. We tell you the total amount payable when you apply and when entering into this insurance policy, the amounts due will be confirmed in your schedule.

Minimum premiums may apply. In some cases, discounts/entitlements may apply if you meet certain criteria we set. Any discounts/entitlements may be subject to rounding and only apply to the extent any minimum premium is not reached. If you are eligible for more than one, we also apply each of them in a predetermined order to the premium (excluding amounts in respect of taxes and government charges) as reduced by any prior applied discounts/entitlements. Any discounts/entitlements will be applied to the base premium calculated prior to any taxes being added.

Paying your premium

You must pay your premium on time. You can pay your premium as a:

- lump sum payment at the commencement of the policy; or
- in monthly instalments over the first year of the policy by direct debit.

Your policy schedule shows the amount you need to pay and the due date for your premium or monthly instalments.

What happens if you don't pay your premium on time?

If you do not pay your premium or any instalment of your premium by the due date, your policy will be cancelled (even if your premium is not in arrears for the time on risk) and you may not be able to make a claim. If we do make a claim payment we may deduct any outstanding premium amount or incorrectly refunded premium from the payment.

A monthly instalment will be considered unpaid by us if it cannot be deducted from your nominated account or credit card on its due date.

We may deduct any outstanding premium amount or incorrectly refunded premium, from any claim payment.

Cooling off period

You have a cooling off period of 14 days from the date you purchased your policy. During this period you may cancel your policy and receive a refund of your premium unless:

- you have exercised any of your rights or powers under your policy such as making a claim; or
- the period of insurance has ended.

We may deduct from your refund amount any reasonable administrative and transaction costs incurred by us that are reasonably related to you buying and cancelling your policy and any government taxes or duties we cannot recover.

In addition to your cooling off period, you can cancel the policy at any time by notifying us (refer to **General conditions – Cancellation rights under your policy** for full details).

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 or other compliant document 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 insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by contacting us using our details on the back cover of the PDS).

Who is the insurer?

The insurer is Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

Allianz is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to our customers. As a member of the worldwide Allianz Group, we are committed to continuous improvement of our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

What is Value Protect Insurance?

Purpose of Value Protect Insurance

Value Protect Insurance is designed to provide you with protection in the event that your comprehensive motor vehicle insurer makes a total loss payment in respect of your vehicle and the event causing the loss occurred during the period of insurance.

Under the **loan settlement and replacement vehicle value cover** we pay the greater of either of the following:

- the loan settlement amount due to your financier less the total loss payment; and
- the replacement vehicle value less the total loss payment. This is the amount we pay towards your replacement vehicle. We agree to the replacement vehicle value when you apply and it cannot be more than the value of your vehicle at the effective date of the policy.

However, we will not pay more than the maximum sum insured amount as shown on the schedule for **loan settlement and replacement vehicle value cover**.

Under the **extra cover** we will pay you the **extra cover** sum insured shown on your schedule.

See the **What we will pay** section for more details and the options available to you.

Not everything is covered

Not everything is covered by Value Protect Insurance. The above is only a summary and not a full description of the cover provided and there are limitations that are not listed in the summary. It is important that you carefully read your policy to understand the extent of cover and its limitations.

Eligibility

This insurance is only available for purchase at the date you;

- purchase your vehicle; or
- refinance the loan contract for your vehicle (provided you have not defaulted on any loan contract in relation to your vehicle).

Cover is only provided on the basis that your vehicle is comprehensively insured effective from the date you:

- purchase your vehicle; or
- take out a loan contract for your vehicle,

and is current at the date you take out cover.

If the comprehensive motor vehicle insurance cover ends before this insurance cover ends, you should contact us to tell us so that we can refund the unused portion of your premium, provided that you have not made a claim (see sections **Cooling off period** and **Cancellation rights under your policy**, for full details).

Your vehicle must:

- not be more than 10 years old when taking out cover;
- not be a motorcycle;
- not be used as a taxi, courier vehicle, delivery vehicle, or any other vehicle used for transporting goods for hire, fare or reward.

Other eligibility criteria apply. You will be advised of the criteria when you apply for cover.

Ensure the policy is suitable for you

When you consider this policy you need to ensure that the cover is suitable for your needs and that the level of cover provided is adequate.

In deciding some things to consider include:

- the amount borrowed under your loan contract;
- the amount potentially payable under your comprehensive motor vehicle insurance in the event of a total loss payout;
- the potential difference between the amount payable under your loan contract or the likely replacement cost for a new vehicle and the total loss payout in the event of a total loss; and
- how much you can afford to be out of pocket if a total loss occurs.

Your policy

What your policy consists of

Where we agree to enter into a policy with you, the policy consists of:

- this printed Value Protect Insurance policy document which sets out details of your cover and its limitations;
- the Value Protect Insurance schedule approved by us which sets out who is insured, the cover(s) selected, the period of insurance, the sums insured and other important information; and
- any other changes to the standard terms of the policy otherwise notified and agreed by us in writing (e.g. by way of an endorsement or supplementary PDS). These changes may vary or modify the above documents.

You should carefully read and retain your policy document and your schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance will become the current schedule, which you should carefully read and retain.

Our agreement with you

Where we agree to enter into a policy with you we will insure you for the cover(s) selected by you for the period of insurance shown in the schedule on the basis:

- that you have paid, or agreed to pay us the premium for the cover(s) you have selected in your proposal and which the schedule indicates are in force;
- that you have complied with your Duty of Disclosure as outlined in this Value Protect Insurance document. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce or refuse to pay a claim under the

policy. If you have told us something which is fraudulent, we have the option voiding the policy (i.e. treating it as if it never existed).

The Duty of Disclosure and the consequences of non-disclosure are provided under the heading **Other information – Your Duty of Disclosure**.

Words with special meanings

Some of the words in this document, and when used in the other documents making up your policy have special meanings wherever they appear. These words and their meanings are defined below.

“agreed value” means the amount which you and your comprehensive motor vehicle insurer agree to insure your vehicle for.

“comprehensive motor vehicle insurance” means the comprehensive motor vehicle insurance which provides accidental loss or damage and third party property damage cover for your vehicle.

“comprehensive motor vehicle insurer” means the insurance company that has insured your vehicle for accidental loss or damage or theft under your comprehensive motor vehicle insurance.

“loan contract” means the finance arrangement for your vehicle listed in your schedule.

“loan settlement amount” means the amount owing under the loan contract for your vehicle at the time of its total loss (including any termination fees that result from paying out your loan contract early).

“market value” means the cost determined by your comprehensive motor vehicle insurer to replace your vehicle with a vehicle of the same make, model, age and condition as your vehicle immediately prior to the loss or damage which results in your total loss claim.

“period of insurance” means the period of time commencing on the effective date stated in the schedule and ending on the earlier of the expiry date shown on the schedule and the date your policy ends (see “General conditions, When the policy ends”).

“replacement vehicle value” means the amount specified in the policy schedule as the “replacement vehicle value”. We agree on this amount with you when you apply for cover and it cannot exceed the value of your vehicle at the effective date of the policy.

“sum insured” means the amount shown in the schedule for specified benefits which is the maximum amount we will pay in the event of a claim under the policy.

“total loss” means when your vehicle is:

- stolen and not recovered; or
- damaged to the extent that your comprehensive motor vehicle insurer decides it is not economical or safe to repair.

“total loss payment” means either the market value or agreed value paid by your comprehensive motor vehicle insurer in the event of a total loss claim.

“we”, “our”, or “us” means Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney NSW 2000.

“your financier” means the financier of your loan contract as listed in your schedule.

“your vehicle” means the motor vehicle shown in your schedule:

- which is registered, or is capable of registration, for use on public roads;
- including its standard tools, modifications and accessories as supplied by the manufacturer;

- including its fitted or non-standard extras, modifications and accessories which you have listed as covered on your comprehensive motor vehicle insurance schedule;
- which is less than 10 years old at the effective date of this policy; and
- which is not a motorcycle, taxi, courier vehicle, delivery vehicle, or any other vehicle used for transporting goods for hire, fare or reward.

“you”, “your” or “yours” means the insured named in the schedule.

What we will pay

If your comprehensive motor vehicle insurer makes a total loss payment in respect of your vehicle and the event causing the loss occurred during the period of insurance, we will cover you up to the applicable sum insured as set out in **loan settlement and replacement vehicle value cover** and **extra cover** below.

Loan settlement and replacement vehicle value cover

We will pay, the greater of the either of the following:

- the loan settlement amount due to your financier less the total loss payment; and
- the replacement vehicle value less the total loss payment. This is the amount we pay towards your replacement vehicle. We agree to the replacement vehicle value when you apply for cover and it cannot be more than the value of your vehicle at the effective date of the policy.

However, we will not pay more than the maximum sum insured amount as shown on the schedule for **loan settlement and replacement vehicle value cover**.

You can choose from the following maximum sum insured options:

- Option A: \$12,000
- Option B; \$15,000
- Option C: \$25,000
- Option D: \$40,000
- Option E: \$60,000

We will not pay for:

- any outstanding premium payments applicable to your comprehensive motor vehicle insurance policy;
- your ITC (Input Tax Credit) entitlement;

- any amount where you retain your vehicle if it has suffered loss or damage;
- any amount for which payment has been made by your comprehensive motor vehicle insurer for loss and/or damage resulting as a consequence of the total loss of your vehicle;
- any arrears due, refundable or ratable amounts included in the loan contract; or
- any additional costs arising from a variation of the loan contract after the policy was entered into.

If your vehicle is under a loan contract and you have a claim under your policy we have the option of making any payment to your financier in full or part settlement of your claim.

If the total loss payout made by your comprehensive insurer is greater than the replacement vehicle value and/or any loan settlement amount, and you do not make a claim for **extra cover**, and a change of vehicle is not endorsed onto this policy, you can cancel this policy and ask for a refund.

Extra cover

We will also pay you the **extra cover** sum insured applicable under the option selected by you and shown on your schedule, even where your total loss payment is equal to or higher than the loan settlement amount or replacement vehicle value.

The maximum amount we will pay under this section **extra cover**, will be the amount listed on your schedule.

The **extra cover** sums insured are:

- Option A: \$3,000
- Option B; \$3,000
- Option C: \$5,000
- Option D: \$6,000
- Option E: \$10,000

We will not make any payment under this section if your comprehensive motor vehicle insurer replaces your vehicle with a brand new vehicle. See **General Conditions – Change of vehicle cover.**

When we will not pay your claim

We will not pay any claim arising directly or indirectly out of or in any way connected with:

- where your vehicle is under a loan contract:
 - any amount that has become due and payable under the loan contract and which has not been paid by its due date for payment; or
 - any additional costs arising from a variation in the loan contract after this policy is entered into;
- any loss where you have not received a total loss payment under your comprehensive motor vehicle insurance covering your vehicle;
- any loss where you have not provided us with a copy of the release you signed to obtain your total loss payment, which your comprehensive motor vehicle insurer required you to sign in order to receive the total loss payment, and which releases the comprehensive motor vehicle insurer from any further payment under your comprehensive motor vehicle insurance.

General conditions

Change of vehicle cover

Where your vehicle is a total loss and your comprehensive motor vehicle insurer does not cash settle the claim, but replaces the vehicle with a brand new vehicle, you have the option to apply to change your vehicle covered under this Value Protect Insurance policy with this brand new vehicle.

If we agree to a change the vehicle covered under this policy, the replacement vehicle value listed on the first schedule issued under this policy, will not change.

If we don't agree to change the vehicle covered under this policy, we will pay you a refund of your premium unless you have exercised any of your rights or powers under your policy such as making a claim or the period of insurance has ended. If we do this your policy ends.

Re-financing your loan contract

Cover is available if you are refinancing the loan contract for your vehicle, provided:

- you have not defaulted on any loan contract in relation to your vehicle;
- the loan contract is refinanced on the same date as the effective date of this policy as shown on the Schedule.

Geographic limits

Cover is only provided under your policy whilst your vehicle is:

- in Australia;
- temporarily removed to New Zealand; or
- in transit by road, rail, air or sea within Australia or between Australia and New Zealand.

Changes to your insurance details – what you must tell us

You must tell us immediately if during the period of insurance:

- you did not meet the eligibility criteria;
- the comprehensive motor vehicle insurance policy covering your vehicle comes to an end;
- you no longer own the vehicle listed on your schedule;
- the usage of your vehicle changes to that of a taxi, courier vehicle, delivery vehicle, or any other vehicle used for transporting goods for hire, fare or reward; or
- you become aware you made a misrepresentation to us during negotiations prior to the issue of this policy.

Cancellation rights under your policy

In addition to your cooling off rights, you may cancel the policy at any time by notifying us in writing or by phoning us. If the policy has been issued to more than one person, each person must notify us.

We have the right to cancel this policy where permitted by law.

For example, we can cancel:

- if you have failed to comply with your Duty of Disclosure; or
- where you have made a misrepresentation to us during negotiations prior to the issue of this policy; or
- where you have failed to comply with a provision of your policy, including the term relating to payment of premium; or
- where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you;

and we may do so by giving you three business days' notice in writing of the date from which the policy will be cancelled. We will give you written notice via one of the following ways:

- give it to you or your agent in person;
- deliver it electronically where we are allowed by law; or
- post it to the address last notified to us.

If you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties we cannot recover. We will not refund any premium if a claim has been paid under the policy.

When the policy ends

Your policy will end at the earliest of the following:

- the expiry date shown on the schedule;
- on cancellation of your policy;
- on the date your comprehensive motor vehicle insurance lapses or is cancelled (except when your vehicle has been replaced with a new vehicle and Value Protect Insurance cover is accepted as outlined in **General conditions – Change of vehicle cover**);
- from the time your ownership of your vehicle ends (except when your vehicle has been replaced with a new vehicle and cover is accepted as outlined in **General conditions – Change of vehicle cover**);
- when your vehicle has been replaced with a brand new vehicle by your comprehensive motor vehicle insurer and we do not agree to change the vehicle covered under the existing policy (as outlined in **General conditions – Change of vehicle cover**);
- the usage of your vehicle changes to that of a taxi, courier vehicle, delivery vehicle or any other vehicle used for transporting goods for hire, fare or reward; or
- on payment of a claim under your policy.

GST notice

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need. Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

Sums insured

All monetary limits in this policy may be increased for GST in some circumstances (see below).

Claim settlements – Where we agree to pay

When we calculate the amount we will pay you, we will have regard to the items below:

- Where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.

We will pay the GST amount in addition to the sum insured or other limits shown in the policy or in this schedule.

If your sum insured is not sufficient to cover your loss, we will only pay the GST amount that relates to our payment in settlement of your claim.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled.

- Where we make a payment under your policy as compensation, instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.

Disclosure – Input tax credit entitlement

If you register or are registered for GST, you are required to tell us your entitlement to an input tax credit on your premium. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

Making a claim

What you must do

We may not pay your claim if you do not act as follows:

Contact us as soon as possible

You must tell us of your claim as soon as possible by contacting our Customer Service Centre using the contact details on the back cover.

Assist us with your claim

You must give us all the information and assistance with your claim which we may reasonably require. If we have the right to recover any amount payable under this policy from any other person, you must co-operate with us in any action we may take. We may appoint a loss adjuster to help settle your claim.

Copy release

You must forward a copy of the release you forwarded to your comprehensive motor vehicle insurer in order to receive your total loss payment.

Other information

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 tell 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 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 tell us 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.

Privacy notice

At Allianz, we give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988 (Cth)*.

How we collect your personal information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why we collect your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz direct marketing privacy service line on 1300 360 529, EST 8am-6pm Monday to Friday, or going to our website's privacy section at www.allianz.com.au.

Who we disclose your personal information to

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries to which this information may be disclosed will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries in which the Allianz group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to your personal information and complaints

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am-6pm, Monday to Friday. Our privacy policy contains details about how you may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988 (Cth)* and how we deal with complaints. Our privacy policy is available at www.allianz.com.au.

Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this document.

Complaints – Internal and external complaints procedure

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. To obtain a copy of our procedures contact us on 13 2664 EST 8am-6pm. A dispute can be referred to the Financial Ombudsman Service Australia (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia

Phone: 1800 367 287

Post: GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au

If this insurance has been issued through an insurance intermediary

If your policy has been issued through our agent, or a broker who is acting under an agency arrangement such as a binder with us, then they are acting as our agent and not as your agent.

If your policy has been issued by a broker, other than a broker acting under such an agency arrangement with us, then the broker is acting as your agent.

Where this policy has been arranged through an intermediary a commission is payable by us to them for arranging the insurance.

Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the 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>.

Phoning for assistance and confirmation of cover

If you need to confirm any policy transaction or clarify any of the information contained in this policy document or if you have any other queries, please use the contact details on the back cover.

If you need help, ask your Alphera Dealer,
or ring our Alphera Insurance Customer
Contact Centre on 1300 80 80 50.