



 **PRORISK**

Total Loss Assist Insurance



Combined Policy Disclosure Statement (PDS),
Policy Wording and Financial Services Guide (FSG)

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Introduction

About this Combined Product Disclosure Statement (PDS), Policy Wording and Financial Service Guide (FSG)

This Combined Product Disclosure Statement (PDS), Policy Wording and Financial Service Guide (FSG) contains 3 sections. The information contained in the PDS is designed to assist **You** in making an informed choice about **Your** insurance needs.

Part A sets out important information about **Your** policy. It also contains information about how the premium is calculated, **Our** dispute resolution system, the cooling off period, and other relevant information relating to this product.

Part B is the policy wording, which sets out all the terms, conditions, exclusions, features and benefits applicable to this insurance.

Part C provides **You** with information about the financial services that ProRisk provides in relation to the Total Loss Assist Insurance Policy.

It is important that **You** read both Part A and Part B of this PDS carefully before applying for this insurance so that **You** understand the cover provided and its terms, conditions and exclusions.

Definitions

Apart from in the various headings, words appearing in bold type in the PDS have specific meanings attached to them, such as "**You**" and "**Us**". When reading the PDS please make sure that **You** refer to the various definitions on page 20 to ensure that **You** understand what is being said.

Preparation Date: 1st June 2021

Updating the PDS

Information in the PDS may need to be updated from time to time. **You** can request a copy of the updated information by contacting **Us** using the contact details set out on page 6. **We** will send **You** a copy of the updated information upon **Your** request. **We** will issue a supplementary or replacement PDS if there is a materially adverse change or omission from this PDS.

Part A: Important Information

The information provided in this section includes high level information about this policy including **Your** duty to take reasonable care not to make a misrepresentation to **Us**, privacy, how to make a claim, **Our** dispute resolution process and other relevant information. This section may also set out other information such as, factors that affect the premium cost and any cooling off rights.

If **We** issue **You** with a policy, **You** will be given a **Policy Schedule**. The **Policy Schedule** sets out the specific terms applicable to **Your** cover and should be read together with the policy.

The PDS and **Policy Schedule** form **Your** legal contract with **Us** so please keep them in a safe place for future reference. **You** should check the **Policy Schedule** or renewal schedule if **You** are issued one, when **You** receive it to ensure it accurately states what **You** have insured.

About Total Loss Assist Insurance

In the event that **Your Vehicle** is declared a **Total Loss** by **Your** Comprehensive Vehicle Insurer, Total Loss Assist Insurance covers the difference between **Your** comprehensive insurer's **Total Loss Payment** and either the price **You** originally paid for **Your Vehicle** or the amount needed to settle **Your** outstanding **Finance Contract** balance as at the date of loss, whichever is the greater, subject to the terms conditions and exclusions of this Policy, up to the maximum level of **Cover** as detailed on **Your Policy Schedule**.

A minimum payment of \$5,000.00 (five thousand dollars) applies to all valid Total Loss Assist claims.

Where **You** refinance **Your Vehicle** following completion of **Your** original **Finance Contract**, *"the price You originally paid"* will be deemed to be the residual or balloon payment **You** made to pay out **Your** original **Finance Contract**.

Examples

1. Eddie purchases his car for \$35,000 and leases it for 4 years (Level 2 Cover - \$17,500 sum insured). Eddie had an accident 3 years into the lease and vehicle is declared a **Total Loss** by his CMV insurer. Payout from Comprehensive Motor Vehicle (CMV) insurer is \$22,000. Lease amount owing is \$24,000

Possible Benefits	Payout
Difference between finance amount owing and CMV payout	\$2,000
Difference between Purchase price and CMV Payout	\$13,000
Minimum \$5,000 benefit	\$5,000

Eddie's claim will be \$13,000 under this policy. \$2,000 will be paid to the **Financier** and \$11,000 to Eddie.

2. Nathan purchased his car for \$45,000 and leased it over 3 years. 1 year into the lease his vehicle was stolen and declared a **Total Loss** by his CMV insurer who replaced the car. Nathan's lease continued with the new car transferred to the lease.

Possible Benefits	Payout
Difference between finance amount owing and CMV payout	n/a
Difference between Purchase price and CMV Payout	n/a
Minimum \$5,000 benefit	\$5,000

Nathan will be paid \$5,000 under this policy.

3. Moana purchased her car 5.5 years ago for \$40,000. She originally took a 4 year lease and then released it for an additional 2 years. When Moana took out the second lease on the car, the residual payment made to pay out the original Finance Contract amount was \$15,000. The car was stolen 1.5 years into the release and her CMV policy has paid out \$8,000. Finance owing was \$7000.

Possible Benefits	Payout
Difference between finance amount owing and CMV payout	nil
Difference between Purchase price* and CMV Payout	\$7,000
Minimum \$5,000 benefit	\$5,000

Moana will be paid \$7,000 under this policy.

* Note:

Where **You** refinance **Your Vehicle** following completion of **Your** original **Finance Contract**, "the price **You** originally paid" will be deemed to be the residual or balloon payment **You** made to pay out **Your** original **Finance Contract**.

- In the event that **Your Vehicle** is replaced by **Your** Comprehensive Vehicle Insurer we will pay **You** the minimum payment of \$5,000 (five thousand dollars only)
- Total Loss Assist offers six (6) levels of coverage which are set out in Part B of this PDS. The value of **Your Vehicle** and the term of **Your** lease will determine the cost and the level of coverage which best meets **Your** needs.

Detailed information on Total Loss Assist insurance including the terms, conditions, exclusions and limitations can be found in Part B of this PDS.

About ProRisk.

Professional Risk Underwriting Pty Ltd (ABN: 80 103 953 073) (AFSL: 308076) (**ProRisk**) is an Australian underwriting agency and coverholder for certain underwriters at Lloyd's London (Lloyd's Underwriters). **ProRisk** was incorporated in 2003 and quickly established itself as an innovative and competitive underwriting agency offering quality insurance solutions for Australian businesses and consumers.

For more information about **ProRisk** visit www.prorisk.com.au

How to Contact Us

We can be contacted by telephone or in writing at:

ProRisk
Level 2, 115 Bridge Road
RICHMOND VIC 3121
Email: enquiries@prorisk.com.au
Phone: (03) 9235 5255
Fax: 1800 633 073

The Insurer

This policy is issued by Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076 ("**ProRisk**") on behalf of certain underwriters at Lloyd's ("Lloyd's Underwriters"). The Lloyd's Underwriters are as specified in the agreement between the underwriters and **ProRisk**, and details of the participating underwriters will be provided to **You** upon request.

Lloyd's of London

Lloyd's of London is the world's leading insurance market providing specialist insurance services in over 200 countries and territories. Together, the syndicates underwriting at Lloyd's form one of the largest commercial insurers in the world. Lloyd's Underwriters are authorised insurers in Australia. Lloyd's enjoys strong financial security supported by excellent ratings. Visit www.lloyds.com for more information.

Your Duty to Take Reasonable Care

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

Our decision to insure **You** relies on the accuracy of the information **You** provide to **Us**. **You** must answer all the questions **We** ask **You** honestly, truthfully and accurately and in doing so **You** take reasonable care not to make a misrepresentation ("**Your Duty to take Reasonable Care**").

If **You** do not answer **Our** questions in this way **We** may reduce or refuse to pay a claim, or cancel the policy. If **You** answer **Our** questions fraudulently, **We** may refuse to pay a claim and treat the policy as never having existed.

Changes to Your Circumstances

You must tell **Us** as soon as possible if circumstances occur, or if changes or alterations are intended or made to the information stated on **Your Policy Schedule**.

Privacy

ProRisk is bound by the obligations of the Privacy Act 1988 (as amended) regarding the collection, use, disclosure and handling of personal information.

We collect personal information about **You** and about other individuals to enable **Us** to provide **You** with relevant products and services, to assess **Your** application for insurance and, if a contract is entered, to enable **Us** to provide, administer, and manage the policy, and to investigate and handle any claims under the policy. **We** may disclose personal information **We** collect to third parties (who may be located in the United Kingdom and other countries outside Australia). These include the insurer, lawyers, claims adjusters, and others appointed by **ProRisk** to assist **Us** in providing relevant products and services. **We** may also disclose **Your** information to people listed as co-insured on the policy and to **Your** agents. By providing **Your** personal information to **Us**, **You** consent to **Us** making these disclosures.

If **You** do not provide all or part of the information required, **We** may not be able to provide **You** with **Our** products and services, consider **Your** application for insurance, administer the policy, assess or handle claims under the policy.

When **You** provide **Us** with personal information about other individuals, **We** rely upon **You** to have made them aware of that disclosure, and to ensure that they are aware of the matters set out in this **ProRisk** Privacy Statement and **ProRisk's** Privacy Policy and have consented to the disclosure.

Further information about **ProRisk's** collection, use, disclosure and handling of personal information is set out in its Privacy Policy, available on its website at www.prorisk.com.au. The Privacy Policy contains information about how **You** may access or seek a correction of **Your** personal information and how **We** deal with privacy complaints. To obtain a hard copy of **Our** Privacy Policy or to request access to or correction of or to update personal information, contact the Privacy Officer at **ProRisk** by email: enquiries@prorisk.com.au or by mail at the address shown on this PDS.

The General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Disputes

If **You** have any concerns or wish to make a complaint in relation to this **Policy**, **Our** services or **Your** insurance claim, please let **Us** know and **We** will attempt to resolve **Your** concerns in accordance with **Our** Internal Dispute Resolution procedure. Please contact **ProRisk** in the first instance:

Complaints Officer

ProRisk

Email: complaints@prorisk.com.au

Phone: (03) 9235 5255

Level 2, 115 Bridge Road

RICHMOND VIC 3121

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Email: ldraustralia@lloyds.com

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to **You** within 30 calendar days of the date on which **You** first made the complaint unless certain conditions apply.

You may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA) if **Your** complaint is not resolved to **Your** satisfaction within 30 calendar days of the date on which **You** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.com.au

Your complaint must be referred to AFCA within 2 years of the final decision unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Service (UK) or **You** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

The **Underwriters** accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the **Underwriters** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the **Underwriters** may be served upon:

*Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000*

who has authority to accept service on the **Underwriters'** behalf;

- (iii) if a suit is instituted against any of the **Underwriters**, all **Underwriters** participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

ProRisk

Level 2, 115 Bridge Road
RICHMOND VIC 3121

Email: enquiries@prorisk.com.au

Tel: (03) 9235 5255

Financial Claims Scheme

If **You** are eligible to make a claim, **You** may be entitled to payment under the financial claims scheme in the event that **We** become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <https://www.fcs.gov.au/> or by calling the Australian Prudential Regulation Authority (APRA) on 1300 55 88 49.

Terrorism Insurance Act 2003 Notice

Underwriters have treated this insurance (or part of it) as an insurance to which the Australian Terrorism Insurance Act 2003 (ATIA) applies. ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which the insurance is subject to will not apply to an “eligible terrorism loss” as defined in ATIA.

Any coverage established by ATIA is only in respect of an “eligible terrorism loss” resulting from a “terrorist act” which is a “declared terrorist incident” as defined by ATIA. The terrorism exclusion, to which this insurance applies, in full force and effect to any other loss and any act or event that is not a “declared terrorism incident” All other terms, conditions, insured coverage and exclusions of this insurance including applicable limits and deductibles remain unchanged.

If underwriters have reinsured this insurance with the Australian Reinsurance Pool Corporation, then underwriters will not be liable for any amounts for which they are not responsible under ATIA due to the application of a “reduced percentage” as defined in ATIA which results in a cap on underwriter’s liability for payment for “eligible terrorism losses”.

General Conditions

These general conditions apply to all sections of this policy. There may be additional conditions set out under the claims section of this PDS.

Applying for Cover

You may apply for this policy if **You** have a Finance Contract on **Your Vehicle** and **Comprehensive Motor Vehicle Insurance** covering the vehicle.

Assuming that **You** meet all eligibility criteria, **You** will be issued with a **Policy Schedule** confirming **Your** cover including the following information:

- **Your** name and address;
- which cover **You** have selected;
- the premium (including government charges) that **You** have paid; and
- the **Period Of Insurance**

Eligibility Criteria

Applies to All Policy Terms and Levels

You can apply for this policy if:

- **You** apply for it at the commencement of **Your Finance Contract**; and
- **You** are over 18 (eighteen) years of age; and
- **You** have **Your Vehicle** covered by a '**Comprehensive Motor Vehicle Insurance** policy' at all times throughout the **Period Of Insurance**; and
- **You** are the registered owner of the motor vehicle; and
- The motor vehicle is under 10 years old and valued at less than \$120,000; and
- **Your Vehicle** is either a motor vehicle of no more than two (2) tonnes carrying capacity or a campervan

The Cost of This Policy

The total premium is the amount **We** charge **You** for this policy. It includes the amount **We** have calculated for the risk, distribution costs, the taxes and government charges applicable. **You** will be informed of the cost of this policy prior to purchasing and the premium will also be shown on the **Policy Schedule**.

When calculating the premium, **We** take a number of factors into account. These factors and the degree to which they affect the premium will depend on the information **You** give **Us**, and the level and type of cover **You** choose. The main factors that impact **Your** premium include:

- the level of cover that **You** have selected. e.g. the higher the level of cover selected the higher the premium.

- the average cost of claims. e.g. the cost of claims is a determining factor in calculating the premium cost.
- the frequency for which claims occur. e.g. the frequency or number of claims is a determining factor in calculating the premium cost.
- distribution cost e.g. the costs associated with the product research, development, packaging, marketing and distribution.
- the ongoing cost of servicing Your policy for the life of Your Finance Contract.

This is a single premium policy, that is, it provides cover for the **Period of Insurance** which will usually be the term of which the finance is arranged. **You** can pay **Us** the premium up front or it can be included in **Your** loan contract. The policy is not renewable.

How to Make a Claim

Full details of what **You** must do for **Us** to consider **Your** claim are provided in the '**Claims**' section at the end of this PDS. To make a claim under this policy please contact:

ProRisk

Level 2, 115 Bridge Road
RICHMOND VIC 3121

Email: enquiries@prorisk.com.au

Tel: [\(03\) 9235 5255](tel:(03)92355255)

Cooling-Off Information

If **You** want to return **Your** policy after **Your** decision to buy it, **You** may cancel it and receive a full refund if **You** cancel during the cooling off period. This cooling off right does not apply if **You** have made a claim. Even after the cooling off period ends, **You** still have cancellation rights (refer to the policy under the section 'General conditions - Cancelling the Policy').

To cancel **Your** policy within the cooling off period **You** must submit **Your** request to **Us** within twenty-eight (28) days of the commencement of **Your** policy. **You** can send **Your** request to:

ProRisk

Level 2, 115 Bridge Road
RICHMOND VIC 3121

Email: enquiries@prorisk.com.au

Tel: [\(03\) 9235 5255](tel:(03)92355255)

Cancelling the Policy

When the Policy Ends

The policy ends and **We** stop paying benefits on the earliest of any of the following:

- the expiry date shown on **Your** schedule
- the date upon which Your Finance Contract is paid out in full, discharged, refinanced or terminated;
- the date **We** receive a written request from **You** to terminate the insurance;

- the date given when **We** provide **You** with written notice to terminate the insurance in accordance with relevant legislation;
- the date upon which a claim is paid under the policy.; or
- the premium is not received pursuant to the terms of this policy.

How You May Cancel Your Policy

If **You** want to return **Your** policy after **Your** decision to buy it, **You** may cancel it and receive a full refund if **You** cancel during the cooling off period. This cooling off right does not apply if **You** have made a claim. Even after the cooling off period ends, **You** still have cancellation rights. However, **We** may deduct certain amounts from any refund (refer to the Refund of Premium Section below).

To cancel **Your** policy within the cooling off period **You** must submit **Your** request to **Us** within twenty-eight (28) days of the commencement of **Your** policy. **You** can send **Your** request to:

ProRisk
 Level 2, 115 Bridge Road
 RICHMOND VIC 3121
 Email: enquiries@prorisk.com.au
 Tel: (03) 9235 5255

After this period, **You** may cancel the policy at any time that **You** want to by using the contact details above.

How We May Cancel Your Policy

We may cancel **Your** policy in any of the circumstances permitted by law by informing **You** in writing. These reasons include but are not limited to the following:

- where **You** fail to comply with the duty of utmost good faith;
- where **You** failed to comply with **Your** duty to take reasonable care;
- where **You** failed to comply with a provision of the policy, including failure to pay an insurance contribution;
- where **You** knowingly make a misrepresentation; or
- where **You** make a fraudulent claim under the policy during the **Period of Insurance**.

We will give **You** this notice in person or send it to **Your** address last known to **Us**. The cancellation will take effect from such time as may be agreed.

Refund of Premium

On cancellation of **Your** policy, a refund of premium will be paid to **You**.

If **You** paid for this Policy by including it in the amount financed in **Your Finance Contract**, the refund premium will be paid to the **Financier** or whomever the **Financier** directs **Us** to pay.

The premium refund will be calculated after deducting a portion of the premium for time on risk and any government taxes or duties (where these are not refundable under the applicable State legislation).

Paying Your Premium

The ways **You** can pay **Your** premium, and the frequency **You** can pay it, are described below:

- up front by cash, cheque or credit card: or
- included in **Your** financing arrangement for **Your** loan.

If **You** include the premium in **Your** financing arrangement the premium will be included in the total cost payable by **You** plus interest pursuant to the terms of **Your Finance Contract**.

You must pay **Your** premium by the due date if it has not been included in **Your** financing arrangements. If **You** fail to make payment in the specified manner and the payment is at least 14 days overdue, **We** may refuse to pay the claim that first arises after the instalment become overdue and/or cancel the policy to the extent permitted by law.

Notices

Any notice **We** give **You** will be in writing, and it will be effective:

- If it is delivered to **You** personally; or
- It is delivered to **You** at **Your** address (including an electronic address) last known to **Us**.

It is important for **You** to tell **Us** of any change of address as soon as possible.

What You Are Not Covered For

There are certain times when this insurance may not provide cover.

Ensure that **You** have read the "General Exclusions" table for full details.

We may also refuse to pay or may reduce the amount **We** pay for a claim:

- if **You** do not comply with the policy terms and conditions;
- If **You** do not comply with **Your** duty to take reasonable care;
- or If **You** make a fraudulent claim.

Part B:

Policy Wording

About Total Loss Assist Insurance

Total Loss Assist insurance is designed to minimise the financial loss **You** incur as a result of **Your Vehicle** being declared a **Total Loss** by **Your** comprehensive motor vehicle insurer. Total Loss Assist will help pay any deficit between Your **Total Loss** payout and the amount to discharge **Your Finance Contract**, and/or provide additional funds to help contribute to the replacement of a new vehicle or cover additional expenses that **You** incur as a result of **Your Vehicle** being declared a Total Loss by **Your** comprehensive insurer.

Before **You** purchase a Total Loss Assist Insurance policy, **You** should find out what is covered and what is not covered by reading this PDS in full.

It is up to **You** to choose the cover **You** need. This PDS contains information which can help **You** decide whether to purchase the insurance.

Any advice contained in this document is of a general nature only and has not considered **Your** objectives, financial situation or needs. **You** should therefore consider the information provided having regard to **Your** personal circumstances before deciding whether to apply for Total Loss Assist insurance.

This insurance is not compulsory and a credit provider cannot insist upon **You** taking out a policy as a condition of providing **You** with a **Finance Contract**. **You** should also be aware that **You** can effect cover with an insurer of **Your** choice.

Applying for Cover

You may apply for this policy if **You** have a **Finance Contract** on **Your Vehicle** and **Comprehensive Motor Vehicle Insurance** covering the vehicle.

Assuming that **You** meet all eligibility criteria, **You** will be issued with a **Policy Schedule** confirming **Your** cover including the following information:

- **Your** name and address;
- which cover **You** have selected;
- the premium (including government charges) that **You** have paid; and
- the **Period of Insurance**.

Summary of Cover and Benefits

The table below summaries the key benefits of each level of cover.

Please note that this is a limited summary only and not a full description of the coverage provided.

Total Loss Assist provides 6 levels of cover as outlined in the table below, each level of cover is subject to terms, conditions, exclusions and limitations.

Level	Purchase Price	Maximum Payment	Minimum Payment
1	\$0 - \$25,000	\$12,500	\$5,000
2	\$25,001 - \$35,000	\$17,500	\$5,000
3	\$35,001 - \$50,000	\$25,000	\$5,000
4	\$50,001 - \$65,000	\$37,500	\$5,000
5	\$65,001 - \$80,000	\$40,000	\$5,000
6	\$80,001 - \$120,000	\$50,000	\$5,000

Not everything is covered by the policy. The table above is a limited summary only and not a full description of the levels of covers. All levels of cover are subject to terms, conditions, exclusions and limitations that are not listed in the summary. **You** need to carefully read this PDS to properly understand the level of cover **You** select and its limitations.

What We Will Pay

1. Difference between loan balance or purchase price – whichever is the greater

We will pay to **You** or the **Financier** of **Your Vehicle** the difference between **Your** comprehensive insurer's **Total Loss Payment** and either the price **You** originally paid or the amount needed to settle the **Outstanding Balance** of **Your Finance Contract**, whichever is the greater, subject to the terms conditions and exclusions of this **Policy**, up to the maximum level of cover selected by **You** as detailed on **Your Policy Schedule** in the following circumstances;

- **Your Vehicle** was declared a **Total Loss** by **Your** comprehensive motor vehicle insurer and **You** have received a **Total Loss Payment** from **Your** insurer; and
- the amount **You** received for **Your Total Loss Payment** from **Your** comprehensive motor vehicle insurer is less the **Outstanding Balance** of **Your Finance Contract**;

We will pay any loan balance directly to **Your Financier** and any additional entitlements directly to **You**.

Where **You** refinance **Your Vehicle** following completion of **Your** original **Finance Contract**, “the price **You** originally paid” will be deemed to be the residual or balloon payment **You** made to pay out **Your** original **Finance Contract**

2. Minimum Payment

We will make a payment of \$5,000.00 (five thousand dollars only) in the following circumstances:

- **Your Vehicle** is declared a **Total Loss** by **Your** comprehensive motor insurer and replaced by **Your** comprehensive motor vehicle insurer with another vehicle.
- In the event that **Your Outstanding Loan Balance** is less than the minimum payment, **We** will pay the balance between the **Outstanding Loan Balance** and the \$5,000 (five thousand dollars only) minimum payment to **You**.

We will pay any **Outstanding Loan Balance** directly to **Your Financier** and any minimum payment and or balance of a minimum payment directly to **You**.

General Exclusions

Events that **We** will not cover are listed in the following table are marked by a 'X'.

Where Your comprehensive motor vehicle insurer has not made a Total Loss Payment in full.	X
Any arrears on the repayments of Your Finance Contract , including deferred payments and penalty costs associated with late or deferred payments.	X
Additional costs which You incur as a result of: <ul style="list-style-type: none">• there being amounts due under the Finance Contract which are not directly linked to the purchase or finance of Your motor vehicle;	X
Using Your Vehicle for: <ul style="list-style-type: none">• hire;• carriage of passengers for fare or reward (but not including car pooling arrangements);• courier purposes; and• driver instruction (other than for Your immediate family).	X
Driving whilst under the influence of alcohol or Drugs .	X
Using Your motor vehicle in motor sport of any kind including testing.	X
Removal of Your Vehicle from Australia.	X
More than one (1) claim during the Period of Insurance .	X
Engaging in a criminal act	X
War or warlike activities (not including peace time manoeuvres).	X
Acts of Terrorism where such acts are directly or indirectly caused by, contributed to by, resulting from, or arising out of, or in connection with biological, chemical, or nuclear weapons, pollution or contamination.	X
Your comprehensive motor insurer offers to repair Your Vehicle , but You have instead requested the claim to be dealt with on a Total Loss basis.	X
If the event causing the Total Loss is occasioned by Your deliberate act or with Your consent.	X

General Conditions

These general conditions apply to all sections of this policy. There may be additional conditions set out under the claims section of this PDS.

Sanction Limitation and Exclusion Clause

No(re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide and benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the(re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Radioactive Contamination Exclusion Clause

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused NEVERTHELESS if fire is an insured peril and a fire arises directly or indirectly nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

Biological or Chemical Materials Exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Notices

Any notice **We** give **You** will be in writing, and it will be effective:

- If it is delivered to **You** personally; or
- It is delivered to **You** at **Your** address (including an electronic address) last known to **Us**.

It is important for **You** to tell **Us** of any change of address as soon as possible.

Taxation Implications

There may be other taxation implications affecting **You**, depending upon **Your** own circumstances. **We** recommend that **You** seek professional advice.

Claims

What You must do

Notification of an incident

You must advise **Us** as soon as possible of an incident which could lead to a claim on this policy.

How to Make a Claim

To make a claim following a **Total Loss** event occurring with **Your Vehicle** **You** must:

- contact **Us** as soon as practicable and be ready to provide details of the incident. **We** can be contacted at:

ProRisk
Level 2, 115 Bridge Road
RICHMOND VIC 3121
Email: enquiries@prorisk.com.au
Tel: (03) 9235 5255
- complete, sign and return the claim form to **Us**;
- provide the following documentation:
 - a) a copy of the release from **Your** comprehensive motor vehicle insurer that states the **Total Loss Payment** made by them to **You**;
 - b) a copy of the **Finance Contract** from **Your Financier** and a statement of the **Outstanding Balance of Your Finance Contract**;
- provide written statements under oath if **We** require it;
- be interviewed about the circumstances of the claim if **We** require this.

If **You** require assistance or have any questions regarding a claim, please contact **Us** on **(03) 9235 5255**.

How claim administration and legal proceedings are undertaken

When a claim is admitted under this policy, **We** have the right at our discretion, to exercise all the legal rights of **You** relating to the incident and to do so in **Your** name.

We will take full control of the administration, conduct or settlement of the claim.

In order for **Us** to pay anything under this policy, **You** should comply with all the requirements of this section and provide **Us** with all information and assistance that **We** have requested.

What You must NOT do

False or misleading information

We may deny part or all of **Your** claim if **You** are not truthful and honest in any statement **You** make in connection with a claim, or if the claim is fraudulent or false in any respect.

What We do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If **We** do this **We** will do it in **Your** name.

We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. **We** may require **Your** co-operation by giving **Us** any statements, documents or assistance. This may include giving evidence in any legal proceedings.

What can affect a claim

Payment of a claim may be refused if **You** are in breach of **Your** Duty To Take Reasonable Care or any of the General Conditions of the **Policy**, including any endorsements noted on or attached to the **Policy Schedule**.

ProRisk will be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefits under the **Policy**.

1. Subrogation

Where a claim has been paid under this **Policy**, **We** become entitled to any rights **You** may have against any party in relation to that claim. **You** must assist **Us** (including giving evidence at any civil trial) and provide such information (including signed statements) as **We** reasonably require to exercise such rights.

You must not, without **Our** prior written consent, enter into any contract or agreement which excludes, limits or prejudices a right of recovery which **You** may have in respect of any claim covered under this **Policy**. Further, **You** must not do anything or fail to do anything which excludes, limits or prejudices **Our** rights of subrogation.

2. Other Insurance

If at the time of a valid Claim under this policy, there is another insurance policy in force which covers **You** for the same loss or expense, **We** may seek recovery of some or all of **Our** costs from the other insurer. **We** may need help or information from **You** to assist **Us** with **Our** loss recoveries.

3. Insurance Contracts Act 1984

This **Policy** is governed by and **We** will act in accordance with the Insurance Contracts Act 1984 (Cth) (as amended).

4. Fraud

Subject to the provisions of the Insurance Contracts Act, if **You** make a claim knowing the same to be false or fraudulent, as regards amount or otherwise, **We** may refuse payment of the claim.

5. Due Diligence

You will exercise due diligence in doing all things to avoid or reduce any loss under this **Policy**.

Input Tax Credit Entitlement

- **You** are required to tell **Us** of any entitlement to an input tax credit. If **You** fail to do so, **You** may be liable to GST on any claim **We** pay.
- The policy does not provide cover for any GST liability, or for any fine or penalty for which **You** become liable.

Several Liability Notice

The subscribing underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriters who, for any reason, do not satisfy all or part of their obligations.

Definitions

Some key words and terms used in this PDS have a special meaning. If words and terms are only used in one (1) section of the PDS, **We** will describe their special meaning in that section.

Wherever the following words or terms are used in the PDS, they mean what is set out below:

Comprehensive Motor Vehicle Insurance	the insurance policy covering Your Vehicle against: <ul style="list-style-type: none">• accidental loss or damage;• theft of Your Vehicle; and• legal liability.
Drugs	any illegal substance or non-prescribed drug which, when used, impairs the person's faculties, or a prescribed drug used contrary to medical or manufacturer's advice.
Excess	the amount that You have to contribute towards any claim under Your Comprehensive Motor Vehicle Insurance .
Finance Contract	the original finance agreement that You arranged with the Financier to enable You to purchase or lease Your Vehicle .
Financier	the company, shown on the Policy Schedule , with which You arranged Your Finance Contract
Outstanding Balance	the amount outstanding in relation to the Finance Contract (excluding any arrears in repayments) at the date of the Total Loss of Your Vehicle .
Period of Insurance	the period shown in the Policy Schedule .
Policy Schedule	the schedule of insurance, which sets out details of the cover provided to You .

Purchase Price	The price you paid for the vehicle including GST and any on road costs. If You refinance Your Vehicle following completion of Your original Finance Contract , " <i>the price You originally paid</i> " will be deemed to be the residual or balloon payment You made to pay out Your original Finance Contract
Terrorism	Any act of any person acting on their own or in connection with an organisation or foreign government, which can involve the use of, or threat of, force or violence, where the purpose, by its nature or context, is to put the public or a section of the public in fear, to resist or influence a government or to further an ideological, religious, ethnic or similar aim.
Total Loss	Your Vehicle has been: <ul style="list-style-type: none"> damaged beyond what Your comprehensive motor vehicle insurer considers to be economical to repair; or has been stolen and not recovered.
Total Loss Payment	The full amount agreed to be paid to You (after deduction of any Excess) being the value of Your Vehicle under Your Comprehensive Motor Vehicle Insurance , following a Total Loss .
Your Vehicle	the motor vehicle, registered for use on public roads, which You have financed under the Finance Contract and which is described on the Policy Schedule including: <ul style="list-style-type: none"> standard tools, modifications or accessories that were part of the original supply at time of purchase; and any non-standard accessories or modifications which have been listed on the comprehensive motor vehicle policy as being part of the vehicle, but not a courier vehicle or taxi.
You/Your	The person(s) named on the current Policy Schedule as the 'insured'.
We, Us and Our	The words " We ", " Us " and " Our " mean certain underwriters at Lloyd's participating in this policy, each to the extent of its own participation only.

Part C:

Financial Services Guide (FSG)

ProRisk is responsible for this FSG as it relates to the financial services provided by them.

In this FSG, the words “**We**”, “**Our**” or “**Us**” is a reference to Professional Risk Underwriting Pty Ltd (ProRisk). “**You**” and “**Your**” refer to **You** as the client and/or the insured.

This FSG provides **You** with information about the financial services that ProRisk provides in relation to the Total Loss Assist Insurance Policy to help **You** decide whether or not to **Use** those services. It includes information about how ProRisk and other relevant parties are remunerated in relation to the product and services, **Our** client compensation arrangements, how **We** deal with complaints and how **We** can be contacted.

1. Who is ProRisk?

Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076 conducts business under the name ProRisk.

Professional Risk Underwriting Pty Ltd holds an Australian Financial Services License (AFSL 308076) and is regulated by the Australian Securities & Investments Commission (ASIC).

The AFSL authorises ProRisk to carry on a financial services business to deal in and provide general advice on general insurance products to wholesale and retail clients.

2. Our Products and Services

ProRisk enters into and administers this insurance on behalf of the insurer and provides general advice only in respect of this insurance product. This means that **Our** advice will not take into account **Your** objectives, financial situation or needs. **You** should read the PDS and Policy Wording and consider it before making any decision about whether to acquire a financial product from ProRisk.

Before taking any action to acquire a financial product from ProRisk **You** should consider whether it is appropriate for **You** having regard to **Your** own objectives, financial situation and needs.

3. For Whom do We Act?

ProRisk is an underwriting agency. As an underwriting agency **We** are authorised under a binder agreement to act on behalf of the insurer. **We** have authority to issue the insurance policy including to enter into and administer this insurance policy and manage claims made against this policy on the insurer’s behalf.

This means that in all matters **We** represent the insurer and not **You**.

4. How ProRisk is Paid

ProRisk are paid a service fee by the insurer for services **We** undertake on their behalf. These services include but are not limited to the following;

Issuing and administering insurance policies, Market Research, Product Design and Product Development, Premium Builds and Analysis, Distribution Services, Administration Services, Compliance Services, Reporting Services, Claims Services, Collection and Payment of all relevant Taxes and Levies.

The service fee paid to ProRisk is calculated as a % of the net premium paid by **You** and ranges from 0 to 30%. The net premium is the premium excluding any statutory and government charges.

ProRisk may also be paid a share of the underwriting profits earned by the insurer based on the underwriting performance of the portfolio if certain criteria are met based on contractual arrangements between **Us** and the insurer. If **We** do not meet the criteria, **We** will not be paid a share of the underwriting profits.

ProRisk holds the premium paid in trust pending payment to the insurer and receives any interest earned.

You may ask for further information about **Our** remuneration relevant to the products and services provided to **You**. All requests must be received within a reasonable timeframe following the provision of the products and services to **You**.

5. Insurance Brokers, Corporate Distributors and Referrers

If **You** purchase **Your** insurance policy from either an Insurance Broker, Authorised Representative or Authorised Distributor **We** will pay them commission. The commission is paid from the net premium paid by **You**. The commission **We** pay is capped at 20% of the net premium.

If **You** are referred to **Us** by one of **Our** Referral Partners, **We** may also pay them a fee or commission. The fee or commission **We** pay is capped at 20% of the net premium.

The commission **We** pay will not increase the amount **You** pay **Us**.

You may ask for further information about payments **We** make relevant to the products and services provided to **You**. All requests must be received within a reasonable timeframe following the provision of the products and services to **You**.

6. Relationships, Associations and Conflicts of Interest

ProRisk is a member of a group of related companies. **You** may be referred by these companies to **Use Our** products and services or **We** may refer **You** to them for other products and services. If **You** purchase a product as a result of the referral **We** may indirectly benefit from the success of the related company.

Some related body corporates of ProRisk include Armada Underwriting Pty Ltd ABN 84 000 989 131 AFSL 237402 (Armada), Insurance House Pty Ltd ABN 33 006 500 072 AFSL 240954. **We** have a conflicts of interest policy to ensure **We** are aware of and manage any conflicts of interest including those described above.

7. How are ProRisk Employees paid?

Our employees are paid by salary and superannuation benefits. The amount of salary varies according to the employee's position within ProRisk. Bonuses or incentives may be payable depending upon a number of factors including performance and the achievement of company goals.

8. Electronic Delivery Of Disclosure Notices

We will provide all correspondence and disclosure notices including **Our** Combined Product Disclosure Statement, Policy Wording and Financial Services Guides and other Documents to **You** electronically including via email and or links to websites. If **You** have provided **Us** with **Your** email address, **We** will typically use that email address for all correspondence and disclosure notices. Should **You** prefer not to receive disclosure documents electronically, please advise **Us** and **We** will update **Our** records accordingly.

9. Complaints

Your complaint will be considered in line with **Our** Complaints Handling Procedures as outlined on page 8 of this Combined Product Disclosure Statement, Policy Wording and Financial Services Guide.

10. Client Compensation

We hold a Professional Indemnity (PI) Policy. This policy covers **Us** and **Our** employees for claims made against **Us** by clients as a result of **Our** conduct in relation to the provision of financial services. **Our** PI policy covers **Us** for claims relating to the conduct of representatives that no longer work for **Us**.

This policy satisfies the requirements for compensation arrangements under Section 912B of the *Corporations Act 2001 (Cth)*.

11. Contact Us

If **You** have any further questions about the financial services provided by ProRisk please contact **Us** at.

Phone: 1300 PRO INS (1300 776 467)
Email: enquiries@prorisk.com.au
Mail: Level 2, 115 Bridge Road Richmond VIC 3121
Web: www.prorisk.com.au

Please retain this document for **Your** reference and any future dealings with ProRisk.

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© Professional Risk Underwriting Pty Ltd


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AFSL 308076

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 03 9235 5255

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