

Third Party Property Damage Car Insurance

Combined Financial Services Guide
and Product Disclosure Statement



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείσθε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹੋ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

About Kogan.com

Kogan.com is one of Australia's largest and most loved online retailers, driven by the ambition to make the most in-demand products and services more accessible. Kogan.com aims to bring the same ambition it provides as an online retailer to a range of insurance products which help provide protection when the unexpected happens.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when *you* choose *us* as *your* insurer, *your* premium automatically does some good.

Preparation date: 31 July 2023

This PDS is issued and underwritten by QBE.

This PDS does not consider *your* objectives, financial situation or needs. *You* should take into account *your* personal circumstances when considering the information provided to decide if the product is right for *you*.

Relationship between the parties

This Kogan Third Party Property Damage Car Insurance is issued and underwritten by QBE. Kogan Australia Pty Limited ABN 53 152 570 351, AR number: 001256858 (Kogan.com) is an authorised representative of QBE and is authorised to distribute car insurance on behalf of QBE. For details on how Kogan.com is remunerated please see the Financial Services Guide at the end of this booklet.

For queries or claims relating to *your* Kogan Third Party Property Damage Car Insurance, you can call **1300 034 888**. This number is operated by the product issuer, QBE.

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Part A: Product Disclosure Statement



About your policy

Our agreement

When *you* pay or agree to pay *your* premium, we agree to provide *you* with insurance cover under the terms and conditions set out in this policy.

Your policy documents

When *you* buy *your* *policy* it will be made up of:



this Product
Disclosure
Statement
(PDS)



any applicable
Supplementary
Product Disclosure
Statement (SPDS)



your
Certificate of
Insurance



Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the *policy*, then either an SPDS or a new PDS will be provided at renewal.

About this PDS

This PDS tells *you* about the Kogan Third Party Property Damage Car Insurance *policy* we offer including the conditions and exclusions of the cover. Before deciding to buy this *policy*, please read this PDS to decide if the cover is right for *you*.

Words in italics have special meanings that are explained in **Definitions** located at the back of this PDS.

The amounts stated in this *policy* include GST unless stated otherwise.

Sending you documents

Documents relating to *your* insurance *policy* will be sent by post or email. Where *you* have been given the choice, they will be sent by *your* chosen delivery method and *you* can change *your* preference at any time.

It is *your* responsibility to make sure *your* contact details are current (including telephone number, email and mailing address where relevant) and *you* must update these as soon as they change.

References to legislation

Legislation referenced in this *policy* includes subsequent legislation. Any term used in this *policy* and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

‘Subsequent legislation’ means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

When there is more than one insured

When there is more than one *insured* on *your* *policy*, we may treat what any one of them says or does in relation to *your* *policy* or any claim under it, as said or done by each of the *insureds*. We may rely on a request from one *insured* to change or cancel *your* *policy* or tell *us* where a claim payment should be paid. Where a payment is made to one *insured* under this *policy*, we have no further obligations to any other *insured* regarding that payment.

About your policy

Who is covered

Your policy covers anyone who drives *your car* when they meet its terms and conditions. This includes a learner driver who drives *your car* when supervised by a properly licensed driver.

Cooling-off period

If *you* change *your* mind about *your policy* and haven't made a claim, *you* can cancel it within 21 days of the start or renewal date and *we'll* give *you* a full refund. If *you* cancel *your policy* in these circumstances, *you* will have no cover under the *policy*.

You can also cancel *your policy* outside the cooling-off period, see **Cancelling your policy.**

Tell us when these things change

You must tell *us* as soon as possible if any of the information on *your Certificate of Insurance* is incorrect or has changed. For example you must tell *us* if:

- *your car* is replaced or sold
- the address where *your car* is usually kept changes
- there is a change to how *your car* is used
- *you* change the number of hours *your car* is used for *ridesharing*
- *you* want to add to the *policy* any other drivers who use *your car*
- *your* contact details like email, phone number or mailing address change
- *you* want to add or remove a cover option

For example, if you start using *your car* for *ridesharing* or for business purposes.

If *you* don't tell *us*, we may reduce or refuse to pay a claim.

When *you* tell *us* about something that has changed or request a change to *your policy*, we will assess the change to the risk in accordance with *our* underwriting rules and processes. If *you* request any change to cover (for example, *you* choose to add a cover option) and we agree to the change, we will issue a new *Certificate of Insurance* and ask *you* for any additional premium.

If an additional premium is required, the change to *your* cover will only become effective when:

- if *you're* paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- *you* have paid the additional premium by the due date we give to *you*. If *you* don't pay the additional premium by the due date, then we will make reasonable efforts to contact *you* using the most recent contact details *you* provided to *us*. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement *Certificate of Insurance*.

If *you* request any change to cover and we don't agree to the change, then we will let *you* know and the *policy* will continue unchanged.

Changes to your circumstances

If you tell us about a change in your car or your car's value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change, then we will cancel your policy and refund the unused portion of the premium.
- if we agree to the change, we will issue a new *Certificate of Insurance* and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
 - if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
 - you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date, then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your policy. We will use the latest contact details you provided us to notify you of the cancellation date, which will depend on factors including:

- the amount of the additional premium payable for the change;
- the premium you have already paid on your policy; and
- the remaining period of insurance.

You will not receive a refund as we will use the premium you have already paid to delay the cancellation date by as long as possible. If you pay the additional premium after we notify you but before the cancellation date, then we will no longer need to cancel your policy.

Contact **1300 034 888** to discuss potential changes in circumstances when you know the details of the timing and nature of the changes before they happen, to find out in advance whether we will be able to continue to insure you.

Changes of these kinds sometimes alter the risk to us in such a significant way that it is no longer within our underwriting rules, and we would not have issued the policy if the request had been made before the start of the policy.

If relevant, please see our Financial Hardship policy available at **qbe.com/au**



What is third party property damage cover?

Your Kogan Third Party Property Damage Car Insurance *policy* covers:

- legal liability that arises from damage to someone else's property caused by the use of *your car*. See **Legal liability** for details.
- the Standard Features, including the **Damage caused by uninsured driver**.

If *you've* chosen to add the **Fire and theft cover option** and it is shown on *your Certificate of Insurance*, we'll also cover:

- up to the amount shown on *your Certificate of Insurance* for loss of or damage to *your car* caused by fire, theft or attempted theft; and
- the features for this option explained in this *policy*.

Legal liability

In this legal liability section any reference to '*you*' means the *insured*, any driver or any passenger of *your car*.

This section explains the main cover provided by this policy. For example, if *you* crash into a parked car or someone else's house.

What you're covered for

This *policy* covers *your* legal liability to pay compensation which arises from damage to someone else's property, caused by the use of *your car*.

This legal liability cover also extends to:

- something falling from *your car* as well as the loading or unloading of *your car*; and
- *your* employer or business partner, if *you* were using *your car* in the course of *your* employment or business partnership.

We'll also cover clean-up costs at the scene of an accident, for which *you* are legally responsible.

In this section, *your car* includes an attached *trailer* as well as a substitute car *you're* using because *your car* is being repaired or serviced by a licensed tradesperson.

What is third party property damage cover?

What you're not covered for

This *policy* does not cover *your* legal liability if:

- ✗ the claim arises from damage caused to property owned by *you* or in *your* possession or control;
- ✗ the use of the substitute car is already covered for legal liability by another motor vehicle insurance policy;
- ✗ the substitute car is owned by *you* or is a hire car;
- ✗ *you* didn't have permission from the owner of the substitute car to use it;
- ✗ the claim arises from death or bodily injury; or
- ✗ the claim is excluded by the **General Exclusions**.

The most we'll pay

The most *we'll* pay for all legal liability claims arising from any one *incident* is \$30,000,000. This includes GST and any associated legal costs *we've* agreed to pay.

Standard Features

Damage caused by uninsured driver

We'll pay the reasonable amount it would cost to repair *your car* up to \$5,000, or assess *your car* as a *total loss* and pay the *market value* of *your car*, whichever is lower if:

- *your car* is damaged in an accident with another vehicle; and
- the driver of *your car* did not cause or contribute to the accident (*you* may be able to help confirm this by providing a police report, expert reports, witness statements, photographs or video taken at the scene); and
- *you* provide *us* the responsible driver's full name and address and the registration number of the other vehicle involved; and
- the driver of the other vehicle did not have insurance to cover damage to *your car*, or *we* cannot confirm this through *our* enquiries within a reasonable time.

We will not provide this cover if *you* or any driver listed on *your Certificate of Insurance* is the owner or part-owner of the car that *we* agree is responsible for the accident.

Change of car

We will automatically transfer the cover under *your policy* to a replacement car for up to 14 days from when *you* sell or dispose of *your car*.

Tell us as soon as *you* replace *your car*. We'll tell you if we can insure it and if there are any changes to *your policy*.

Fire and theft cover option

If we agree, *you* can choose to add the Fire and theft cover option for an additional premium. This option provides cover for loss of or damage to *your car* caused by fire, theft or attempted theft.

If *you* have the Fire and theft cover option, we'll pay the reasonable amount it would cost to repair *your car* up to the amount shown on *your Certificate of Insurance*, or, if *your car* is assessed as a *total loss*, we'll pay the *market value* of *your car*, whichever is lower.

Whether we agree to provide the Fire and theft cover option will depend on *our* underwriting rules and processes at the time. If the option has been added to *your policy*, it will be shown on *your Certificate of Insurance*.

If *you* choose to add the option during the *period of insurance*, it will only apply:



- once *you've* paid *us* the additional premium or, if *you're* paying in instalments by direct debit, the instalments have been adjusted to reflect the additional premium; and
- from the effective date shown on *your Certificate of Insurance*.

Features applicable to this Fire and theft cover option

When a claim for an *incident* covered under this option is accepted, *our* cover extends to the following features if they are directly connected to that *incident*. Any amounts payable are paid in addition to *our* claim settlement for *your car*.

Feature	✓ We will...	✗ But not...
 Baby capsules and child seats	replace fire damaged or stolen baby capsules and child seats which are inside <i>your car</i>	if they are stolen from <i>your car</i> when the car itself isn't stolen

What is third party property damage cover?

Feature	✓ We will...	✗ But not...
 Towing and storage costs	<p>pay the reasonable cost of towing <i>your car</i> to the nearest repairer or safe location, that we agree to</p> <p>pay reasonable storage costs at the agreed location</p>	<p>if <i>your car</i> is safe to drive</p>
 Hire car after theft or attempted theft	<p>arrange and pay the reasonable daily cost of a <i>suitable hire car</i>, if <i>your car</i> is stolen or damaged in an attempted theft.</p> <p>It will be provided for up to 14 days:</p> <ul style="list-style-type: none">• until <i>your car</i> is found and doesn't need repairs; or• until repairs authorised by <i>us</i> are completed; or• until we pay the reasonable costs to repair <i>your car</i>; or• until we pay <i>your</i> claim after <i>your car</i> has been assessed as a <i>total loss</i>.	<p>when <i>your car</i> is not at the authorised repairer and it's safe to drive;</p> <p>if <i>you</i> arrange a hire car without <i>our</i> authorisation;</p> <p>for any other costs related to the hire car such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction</p>



General Exclusions

There is no cover under any section of *your policy* for any claim or damage, loss, cost or legal liability, that involves, arises from or is in connection with any of these General Exclusions.

Driver

There is no cover if the driver of *your car* at the time of the *incident* was:

- driving without a valid driver's licence or not complying with their licence conditions;
- under the influence of alcohol and/or a drug (including medication);
- driving when exceeding the legal limit for alcohol and/or a drug (including medication);
- not willing to take part in a test for alcohol and/or a drug (including medication);
- driving after getting medical advice that their ability to drive a car could be compromised by their medical condition or treatment;
- someone who stole *your car*; or
- excluded on *your Certificate of Insurance*.

The above driver exclusions do not apply if *you* had no reason to suspect that the driver of *your car* did or was any of the above. In that instance, *we'll* cover the damage to *your car* that's otherwise covered under *your policy*, but not any legal liability arising from damage caused by that driver. If allowed by law, we may recover the cost of *your car's* damage from that driver.

Intentional, reckless or fraudulent acts

There is no cover for intentional, reckless or fraudulent acts by:

- *you*, any driver or passenger of *your car*, or anyone acting with *your* or their express or implied consent; or
- anyone who owns *your car* to any extent.

Examples of reckless acts include street racing, driving into floodwater, illegally using a mobile phone or driving at dangerously excessive speed.

This exclusion does not apply if *your car* was stolen. We reserve the right to report suspected fraudulent or other criminal acts to the police for their investigation.

Use of your car

There is no cover if *your car* was being used:

- to deliver food or other goods for reward;
- to carry passengers for hire, fare or reward, except when:
 - it is unpaid carpooling or unpaid volunteering; or
 - *you* have told *us* *your car* is used for *ridesharing* and the number of *ridesharing* hours does not exceed that shown on *your Certificate of Insurance*;
- as part of a *car sharing* service or platform for reward;
- for a *business use* other than that shown on *your Certificate of Insurance*;
- to carry or tow a load (including a *trailer*) that was heavier than permitted by law or allowed by design specifications for the car or *trailer*, or was not properly secured;
- on a race or speedway track or in an organised event, whether or not the road was closed to public traffic;
- in preparation for, or when participating in, a race, time-trial, hill-climb or any competitive motor sport or contest;
- in a professional driver education course that involved speeds greater than 110km/h; or
- for any illegal purpose.

Reasonable actions and precautions

There is no cover if:

- *you* or the driver of *your car* did not take reasonable precautions to prevent loss or damage, for example:
 - leaving *your car* keys inside *your car* and leaving it unattended, such as when going to pay for petrol;
 - failing to lock *your car's* windows and doors when *you* leave it unattended;
 - continuing to drive *your car* after it has been damaged or is overheating; or
 - not securing *your car* after it has broken down, been damaged or *you've* been notified it has been found after it was stolen;
- *you've* given someone permission to use *your car* and they then steal it; or
- *you* or anyone using *your car* admits fault or liability for an *incident*, unless we would have provided cover under *your policy* anyway.

Operation of law, war, nuclear material or terrorism

There is no cover for loss or damage arising from:

- compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
- invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war;
- mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;
- any act of *terrorism* involving biological, chemical, nuclear or radioactive pollution, contamination or explosion; or
- any fine, penalty or punitive damages, against anyone who uses *your car* or a replacement car or a substitute car.

Other loss or damage

There is no cover for:

- tyre damage unless it's caused in an *incident* for which we've agreed to pay a claim;
- mechanical, structural, electronic or electrical failure, unless it's caused in an *incident* for which we've agreed to pay a claim;
- deterioration or wear and tear;
- depreciation;
- mould, rust or any type of corrosion;
- financial or non-financial consequential loss arising from loss of or damage to *your car*, such as:
 - lost profits or income because *you* can't use *your car*;
 - loss due to delay in covered repairs because a part isn't readily available;
 - any diminished value of *your car* after it's been properly repaired; or
- anything set out in '**But not...**' in the Features table in the **Fire and theft cover option**.

Condition of your car

There is no cover if, at the time of the *incident*, *your car*:

- did not meet registration requirements in *your* state or territory; or
- was unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the *incident*.

Cyber incident

There is no cover under any section of *your policy* for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with a *cyber incident*.

However we will cover physical loss of or damage to *your car* resulting from:

- damage to, failure of or unavailability of its electrical systems
- loss of, corruption of, or loss of access to electronic data

caused by a *cyber incident*, if such loss is otherwise covered by this *policy*.

'Cyber incident' means:

- an unauthorised or malicious act
- malware, virus, hacking, denial of service or similar mechanism
- programming or operator error, by *you* or anyone else

affecting access to, use of or operation of any of *your car's* electrical systems or causing loss of, corruption of, or loss of access to electronic data.

Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this *policy*, to the extent that to do so may expose *us* to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this *policy*, to the extent that it is unlawful for *us* to do so.

Claims

This section explains *our* claims process. For additional information about excesses and for examples of how we pay claims under this policy, read the Kogan Third Party Property Damage Car Insurance Additional Information Guide at **koganinsurance.com.au/useful-docs/** or call **1300 034 888** for a copy at no charge by *us*.

In this claims section any reference to '*you*' means the *insured*, any driver or any passenger of *your car*.

We handle many car insurance claims every day. We know that some of *our* customers face difficult circumstances when making a claim on their car insurance policy. In some cases, *your* circumstances might prevent *you* from strictly complying with policy terms and conditions. For example, if *you* are badly injured in an incident that also results in a claim under this policy, then *you* may not be able to provide the assistance we normally need to process your claim.

If relevant, please see *our* Financial Hardship and/or Family and Domestic Violence Customer Support policies available at **qbe.com/au**

If this applies to *you*, then *you* or *your* family should speak to us about *your* situation. We will consider your situation and see how we can help you.

You can ask us if *your policy* covers a particular loss before *you* actually make a claim.

What to do after an incident

As soon as reasonably possible after an *incident* you must:

- take reasonable steps to:
 - prevent further damage to *your car* and keep it secure;
 - get the full name and address of each person involved;
 - get the registration numbers of any vehicles involved; and
- report the incident to police if your car is stolen or deliberately damaged and provide details of the report to *us*. We may need the police report number to process *your* claim or *our* recovery action if there is a third party who is liable for *your* loss.

As soon as *you* can after the *incident*, call **1300 034 888** to make *your* claim, or lodge it online at **koganinsurance.com.au/make-a-claim/**

Continued next page...

What to do after an incident (continued...)

If the situation requires urgent attention, please call *us*. We're available 24 hours, seven days a week. If, as a result of an incident, *you* are in urgent financial need of the benefits *you're* entitled to under *your policy*, please call *us* as soon as possible to see how we can assist *you*.

If *you* have an existing claim and need access to an interpreter, please contact *your* Claims Officer directly.

What you must not do after an incident

We reserve the right to reduce *your* claim payment if *your* actions after an incident increase the loss or liability. If *your* actions prevent *us* from recovering a claim payment from another person who would be liable to *you* for a loss or liability that *you* suffer, then we may refuse to pay *your* claim.

To avoid *your* claim being delayed, reduced or refused *you* must not:

- ✗ admit fault or liability, except in a court or to police;
- ✗ offer or negotiate to settle a claim;
- ✗ authorise repairs; or
- ✗ unnecessarily delay notifying *us* of the incident.

Cooperating with us

You must provide reasonable assistance to *us*, including:

- being truthful and frank at all times;
- providing *us* with relevant information and documents we may ask for, such as proof of purchase or repair quotes, if needed;
- telling *us* as soon as reasonably possible if *you've* been contacted by someone about an *incident*, such as another insurer or a third party's lawyer;
- attending one or more interviews about the claim if we ask *you* to;
- appearing in court and giving evidence if needed;
- making *your car* available for *us* to inspect or examine;
- taking *your car*, or allowing *us* to take it, to a place we reasonably require; and
- responding to *our* requests as soon as reasonably possible.

Cooperating with us (continued...)

At all times *you* must refrain from behaving in a way that's improper, hostile or threatening towards *us*, *our* representatives, repairers or third parties involved in an *incident*. Such behaviour may result in *our* not inviting *you* to renew *your policy* when it expires.

If *you* don't cooperate with *us* it may delay *your* claim, or we may reduce or refuse to pay *your* claim.

How we settle claims for covered damage to your car

If *your* claim for loss of or damage to *your car* is accepted, when it is covered under *your policy*, and:

- *your* claim is under the **Damage caused by uninsured driver** Standard Feature, *we'll*:
 - repair *your car* or pay the reasonable amount it would cost to repair *your car* up to \$5,000; or
 - assess *your car* as a *total loss* and pay the *market value* of *your car* up to \$5,000.
- *your policy* has the **Fire and theft cover option** added, *we'll*:
 - repair *your car* or pay the reasonable amount it would cost to repair it, up to the amount shown on *your Certificate of Insurance*; or
 - assess *your car* as a *total loss* and pay the *market value* of *your car* up to the amount shown on *your Certificate of Insurance*.

If *your* claim is for a replacement car covered under **Change of car** in this *policy*, *we'll* follow the same process as explained above, except that a reference to *market value* will mean its fair market value just prior to the *incident*.

Claims

Repairing your car when it is covered under this policy - we choose the repairer

If *your claim* is accepted and we repair *your car* under the **Damage caused by uninsured driver** Standard Feature or the **Fire and theft cover option**, we'll arrange for *your car* to be repaired by a QBE Accredited Smash Repairer or another licensed repairer of *our* choice. We'll manage *your car's* physical repair process, including choosing the suitable repair method. If needed, *our* repairer will sub-contract some of the repairs.

See qbe.com/au for a list of repairers with whom we have a supplier agreement.

If *your car* is safe to drive, *you'll* need to take it to *our* chosen repairer. If *your car* is not safe to drive and *your claim* is under the **Fire and theft cover option**, we'll arrange for it to be taken there.

If we repair *your car* under the **Fire and theft cover option**, we're entitled to keep any parts or materials salvaged from it.

Our parts policy

If *your car* was first registered:

- less than three years ago, we'll use genuine new parts when they are reasonably available.
- more than three years ago:
 - for mechanical parts we'll only use genuine new or genuine reconditioned parts;
 - for other parts we'll use genuine new parts, unless they are not reasonably available. If they're not available, we'll use genuine used parts.

Regardless of *your car's* age, we may use quality non-genuine parts for windscreen, sunroof, window glass, radiator or air conditioning repairs or replacements. When we use non-genuine parts they will:

- be consistent with the age and condition of *your car*;
- not affect the safety or structural integrity of *your car*; and
- comply with applicable Australian Design Rules.

If a certain part isn't readily available, we'll pay *you* the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time we settle the claim.

Our repair guarantee when we repair your car under this policy

We'll guarantee the quality of workmanship and materials used in repairs we authorise and manage, for as long as the owner of *your car* does not change.

This guarantee does not apply to damage due to lack of maintenance or wear and tear (such as faded or damaged paintwork caused by exposure to the elements).

If *you* have concerns about the repairs to *your car* you must:

- call *us* on **1300 034 888**; and
- allow *us* to inspect *your car* and arrange any additional repairs that we agree with *you* are needed. We will not pay for any additional repairs we don't authorise.

If additional repairs are needed and it's not safe or economical to carry them out, *your car* will be assessed as a *total loss*. If this happens:

- while *your car* is still insured with *us*, we'll either pay the *market value* of *your car* or up to the amount shown under the relevant cover limit in this *policy*, whichever is lower; or
- after *your car* is no longer insured with *us*, we'll pay its *market value* (but calculated at the time *your car* is assessed as a *total loss*) or up to the amount shown under the relevant cover limit in this *policy*, whichever is lower.

Damaged car identification

We'll do our best to obtain replacements of damaged build, VIN or compliance plates or labels, from *your car's* manufacturer. If they're not available, we'll request a letter from the manufacturer confirming the identity of *your car* and the fact that the identifier was damaged.

We'll otherwise repair *your car* without replacing the damaged identification, unless the law says we must.

Paying the reasonable cost of repairs

If *your* claim is accepted under the **Damage caused by uninsured driver** Standard Feature or the **Fire and theft cover option** you've added to *your policy*, we'll settle *your* claim as explained in **How we settle claims for covered damage to your car**.

Claims

Paying the reasonable cost of repairs (continued...)

Alternatively, we'll pay the reasonable cost of repairing *your car*:

- if *you* disagree with *our* assessment of required repairs or their cost;
- if parts needed for repairs are not readily available;
- if we're concerned about the pre-incident condition of *your car*; or
- if we're concerned about the timing or conduct of repairs.

In these circumstances, we will pay *your car's* owner the reasonable cost of repairs or parts, up to the *market value of your car* or up to the amount shown under the relevant cover limit in this *policy*, whichever is lower.

To help determine the reasonable cost of repairs we may organise a quote and scope of repairs from an alternative licensed repairer we both agree on. This may require *your car* to be moved. If *your car* is not safe to drive and *your claim* is under the **Fire and theft cover option**, we'll arrange for it to be taken to that repairer.

When we pay the reasonable cost of repairing *your car* or reasonable cost of replacing parts for *your car* under this *policy*, *you'll* need to pay the applicable excess and arrange the repairs to *your car*.

Determining if your car is a total loss

An *MVIRI Code-approved* assessor will assess *your car* as a *total loss* if it is:

- damaged in a covered *incident*, and uneconomical to repair; or
- stolen and not found within 14 days of its theft being reported to police, and *your claim* is in order.

In any assessment of whether *your car* is a *total loss*, we will also have regard to the applicable State or Territory laws or regulations as to when a vehicle is considered a write off.

When *your car* has been assessed as a *total loss*:

- and *your claim* is under the:
 - **Damage caused by uninsured driver** Standard Feature, *you'll* keep *your* damaged car;
 - **Fire and theft cover option**, we'll keep *your* damaged car;
- *your policy* comes to an end; and
- there is no premium refund as *you* have received the benefits under the *policy* and we've fulfilled *our* contract with *you*.

Paying the market value

If *your car* has been assessed as a *total loss*, we'll pay you the relevant amount explained under the heading **How we settle claims for covered damage to your car**, less the following deductions:

- any excesses that apply to *your claim*;
- any remaining premium instalments for the *period of insurance* in which the *incident* occurred; and
- the value of *your damaged car* only if we have agreed with you that you can keep it.

When *your car* is a *total loss*, and no one else has a financial interest in it, we'll pay its owner the settlement amount. If someone else has a financial interest in *your car*, we'll pay them what they're entitled to receive and pay the owner any balance up to the value of the claim. We will not pay any financier's late fees, interest or other administration fees. The owner will need to remove any registered security interest in *your car* after we settle *your claim* as a *total loss*.

Claim payments and GST

We pay claims inclusive of GST unless the owner of the car is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

There may be other taxation implications affecting *you*, depending upon *your own circumstances*. We recommend *you* seek professional advice.

Unless we say otherwise, all amounts in *your policy* are inclusive of GST.

Claims administration, going to court, recovery action and legal liability claims

If *you* suffer loss or damage due to an *incident* for which someone else is responsible, *you* may have a legal right to recover some or all of the loss or damage from that person, including by taking legal action against them. When we pay a claim under *your policy*, we have the right to exercise *your* legal rights in *your* name against the person responsible for the loss or damage.

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Claims administration, going to court, recovery action and legal liability claims (continued...)

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in *your* name, it will be at *our* expense, however *you'll* need to give *us* reasonable assistance. This may include following *our* directions in relation to the conduct of any legal proceedings even after a claim has been paid. *You* must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without *our* permission.

When we pay a claim and some of *your* loss isn't covered by *your policy*, we may offer to try to recover that *loss* for *you* when we take any steps to recover the covered loss. We can only do so if *you* agree to give *us* documents and statements that support *your* loss and agree with *us* on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for *you*, we need to take additional steps that we wouldn't otherwise need to take.

If we successfully recover more than we paid for *your* claim under *your policy*, we will first keep the amount we paid for *your* claim and the amounts we paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, we will pay *you* the remainder to compensate *you* for loss that was not insured. Finally, we will keep any remaining amounts.

If *you've* received a benefit under *your policy* that *you* were not entitled to, we reserve the right to recover from *you* the amount we have paid. If we decline a claim for fraud, we reserve the right to recover any amounts we pay to *you* under the *policy* as well as *our* reasonable administration, investigation and legal costs from anyone at fault in relation to the fraud.

When we cover *you* for a legal liability claim, we may:

- arrange for a lawyer to represent *you* or we may act on *your* behalf;
- attempt to settle the claim; and/or
- defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

Contribution and other insurance

When making a claim, *you* must notify *us* of any other insurance that *you're* aware will or may, whether in whole or in part, cover any loss insured under *your policy*.

If at the time of any loss, damage or liability there's any other insurance (whether issued to *you* or any other person) which covers the same loss, damage or liability *you* must provide *us* with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

Preventing our right of recovery

If *you've* agreed with or told someone who caused *you* loss, damage or liability covered by *your policy* that *you* won't hold them responsible, then to the extent we've been prejudiced by this act, we won't cover *you* for that loss, damage or liability.

Other interests

You must tell *us* of the interest of all parties (e.g. financiers, lessors or owners) who'll be covered by *your policy*. We'll protect their interests only if *you've* told *us* about them and we've noted them on *your Certificate of Insurance*.

Any person whose interests *you've* told *us* about and we've noted on *your Certificate of Insurance* is bound by the terms of *your policy* in relation to any claim they make.

Excesses

In most cases, *you'll* need to contribute an amount towards the cost of any claims that are accepted. *Your* contribution may be made up of one or more of the following excess types. The excess types and amounts that apply to *your policy* will be shown on *your Certificate of Insurance*.

For additional information about excesses and how they apply to *your policy*, read the Kogan Third Party Property Damage Car Insurance Additional Information Guide at koganinsurance.com.au/useful-docs/ or call **1300 034 888** for a copy at no charge by *us*.

- Basic excess** The basic excess applies to all claims unless we accept *your claim* under:
- the **Fire and theft cover option** and *you* can provide *us* with the full name and address of the person responsible for the *incident*; or
 - the **Damage caused by uninsured driver** Standard Feature.
-

Age excess An age excess applies when the driver of *your car* is under the age of 25 at the time of the *incident* and they cause or contribute to that *incident*. It applies in addition to the basic excess and any other applicable excess for the claim.

An age excess does not apply to a learner driver.

Additional policy excess An additional policy excess may apply to *your policy* as a result of the insurance history of *your car* or its driver. It applies in addition to the basic excess and any other applicable excess for the claim.

An additional policy excess does not apply to a learner driver.

Additional driver excess An additional driver excess may apply to *your policy* as a result of the driver's details, including their insurance history. It applies in addition to the basic excess and any other applicable excess for the claim when that driver causes or contributes to the *incident*.

An additional driver excess does not apply to a learner driver.

How we collect the excess

When an excess applies to *your claim*, depending upon the type of claim we'll:

- ask *you* to pay it to the repairer or supplier;
- ask *you* to pay it to *us* before we finalise the claim; or
- deduct it from any settlement amount we pay under the claim.

We will not pay for any costs that result from a delay in paying an excess.



Paying, renewing and cancelling

Paying your premium

Your premium is the cost of your policy. It is the amount we set by taking into account things like the chance of you making a claim under your policy, the cover options you've chosen as well as other factors including our costs of doing business. Your premium also includes GST and other applicable government fees, duties and charges.

We'll let you know how much premium you need to pay us, how to pay it and when. You must pay us your premium on time to stay covered. For more information about how we set your premium, read the Kogan Third Party Property Damage Car Insurance Additional Information Guide at koganinsurance.com.au/useful-docs/ or call us for a copy at no charge by us.

We offer you several ways to pay your premium, including by direct debit which is explained below.

Paying by direct debit

You can choose to pay your premium annually or in instalments by direct debit.

If you choose to pay by direct debit, you authorise us to debit your nominated account for the agreed premium. If the scheduled debit date shown on your Certificate of Insurance is a NSW public holiday or bank holiday, we'll debit your account on the next business day. We'll give you at least 14 days' notice if we change the way the direct debit of your policy works.

Check with your financial institution whether your account allows direct debits.

You need to make sure your nominated account details are correct and up to date. This includes advising us of the expiry date of a payment card or a change to the payment method.

If your nominated account details change you must tell us at least seven days before the next instalment is due to allow us to process the change in time.

You need to have enough funds in your nominated account to allow our scheduled debit. If you don't, you'll be responsible for any fee or interest charged by your financial institution. You can also choose to stop your direct debit by contacting your financial institution.

Paying, renewing and cancelling

Important – what happens if your direct debit fails

If *you've* chosen to pay *your* premium **annually** by direct debit and we don't receive *your* payment on time, we may cancel *your policy* as permitted by law and refuse to pay a claim.

If *you've* chosen to pay *your* premium by direct debit **instalments** and an instalment remains unpaid for one month or more, we may cancel *your policy* and refuse to pay a claim.

Renewing your policy

If we invite *you* to renew *your policy*, we'll send *you* a renewal Certificate of Insurance.

If you pay your premium by direct debit

If *you* pay *your* premium by direct debit and we invite *you* to renew *your policy*, **we'll continue to debit your premium payments**, either annually or in instalments, whichever *you've* previously chosen.

If *you* don't want to renew, *you* must tell *us* at least seven days before *your policy's* end date so that we can arrange for the direct debit to stop in time.

Adjustment of premium on renewal

If *you* make any changes to *your policy* after we send *you our* renewal invitation, and we have agreed to continue to insure *you*, we'll send *you* an updated renewal invitation. *You'll* need to pay *us* any additional premium to ensure *your* cover is not affected.

A claim on your policy may affect your renewal premium

If we send *you* a renewal invitation and the premium doesn't take into account a claim on *your policy*, *you* agree to pay *us* any additional premium we would have charged if we had known about that claim.

If *you* tell *us* about the claim before *your* renewal takes effect and we agree to continue to insure *you*, we may apply specific conditions to *your policy* (including applying an additional policy excess) and/or recalculate *your* renewal premium and send *you* an updated renewal invitation.

If *you* have a claim, contact *us* as soon as *you* can after the *incident* - see **What to do after an incident**. To avoid *your* claim being delayed, reduced or refused *you* must not unnecessarily delay notifying *us* of the *incident* – see **What you must not do after an incident**. If *you* were in difficult circumstances that prevented *you* from telling *us* about the claim, let *us* know.

Adjustment of premium on renewal (continued...)

If *your policy* has already renewed, we may ask *you* for an additional premium. If *you're* paying in instalments, any remaining instalments will be adjusted to reflect the additional premium. If *you've* already paid *your* renewal premium in full, *you'll* need to pay *us* any additional premium to ensure *your* cover is not affected. If *you* don't pay the additional premium by the due date then we may:

- deduct the outstanding premium amount from a claim payment; or
- cancel *your policy* (see **Cancelling your policy**).

If it was reasonable in the circumstances for *you* to be unaware that *you* had a claim until after we issued *your* renewal invitation, we will not ask *you* to pay the additional premium for that renewal period however the claim may affect *your* future renewal premiums and/or future *policy* conditions (including the application of an additional policy excess).

Please note we may have other rights under this *policy* or as permitted by law, depending on the circumstances.

Cancelling your policy

You can cancel *your policy* at any time by telling *us*.

We can cancel *your policy* as permitted by law, for example if *you* do not pay *us* *your premium* or if *you* told *us* something that *you* knew to be incorrect or untrue during *your* application for cover.

We can also cancel *your policy* if *your* circumstances change and no longer fall within our underwriting rules. See **Tell us when these things change**.

If *you've* paid *your* premium in advance and *your policy* is cancelled, we'll refund *you* the proportion of the premium for the remaining *period of insurance*, less any non-refundable government fees, duties or charges. But see **Cooling-off period** where *you* may be entitled to a full refund.

If *you* make a fraudulent claim on *your policy*, we can cancel it.



Definitions

Term	Definition
Business use	If shown on <i>your Certificate of Insurance</i> , it means <i>your car</i> is used for the stated occupation, profession or business. <i>Business use</i> also includes the use of <i>your car</i> for personal purposes. <i>Business use</i> does not mean using <i>your car</i> for paid <i>ridesharing</i> .
Car sharing	A formal or informal arrangement made through a <i>Car Sharing</i> booking platform or service by which two parties or more, share the use of a vehicle that is owned by either party or a third party, regardless of whether payment is exchanged or not. <i>Car sharing</i> does not mean car pooling.
Certificate of Insurance	The most recent <i>Certificate of Insurance</i> we have sent <i>you</i> . It shows the information that forms the basis on which we've agreed to insure <i>you</i> , including information about <i>you</i> , <i>your car</i> and its drivers. <i>You'll</i> receive a new <i>Certificate of Insurance</i> when <i>you</i> buy, renew or make a relevant change to <i>your policy</i> .
Incident	An event or series of related events which results in a claim on <i>your policy</i> .
Insured	See definition of <i>You, your, insured</i> .
Kogan.com	Kogan Australia Pty Limited, ABN 53 152 570 351, AR number: 001256858.
Market value	The value of <i>your car</i> in <i>your</i> local area immediately before the <i>incident</i> . To determine this value we may use recognised industry guides and consider things like the make, model, age, kilometres travelled, both factory-fitted and legal after-market modifications and accessories, and the general condition of <i>your car</i> .

Term	Definition
MVIRI Code-approved assessor	<p>An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.</p> <p>To assess whether <i>your car</i> is a <i>total loss</i>, we will only appoint a <i>MVIRI Code-approved assessor</i>.</p>
Period of insurance	<p>The time between the start date and end date shown on <i>your Certificate of Insurance</i> during which we have agreed to provide cover. If <i>your policy</i> is cancelled, or <i>your car</i> is a <i>total loss</i> and we make a <i>total loss</i> payment, the <i>period of insurance</i> ends.</p>
Policy	<p><i>Your Kogan Third Party Property Damage Car Insurance policy</i>, once <i>you</i> have paid or agreed to pay <i>us</i> <i>your</i> premium. It is made up of this PDS, any SPDS we send <i>you</i> and <i>your Certificate of Insurance</i>.</p>
Private use	<p>If shown on <i>your Certificate of Insurance</i>, it means <i>your car</i> is used for personal purposes, including driving to and from work. <i>Private use</i> does not include <i>business use</i> or <i>ridesharing</i>.</p>
Ridesharing	<p>If shown on <i>your Certificate of Insurance</i>, it means <i>your car</i> is used solely or partially to transport people for a fee, such as through a rideshare company's booking app. <i>Ridesharing</i> also includes the use of <i>your car</i> for personal purposes. <i>Ridesharing</i> does not mean using <i>your car</i> as a taxi or for car-pooling without payment.</p>
Suitable hire car	<p>A hire car that takes into account:</p> <ul style="list-style-type: none"> • the type and size of the damaged car; • the ordinary daily uses of the damaged car; • whether any additional safety devices were part of the damaged car, such as child seats or disability-related modifications.

Definitions

Term	Definition
Terrorism	<p>Any act, or preparation in respect of action, or threat of action designed to influence any government of any nation or any political division of it, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government, and which:</p> <ul style="list-style-type: none">• involves violence against one or more persons; or• involves damage to property; or• endangers life other than that of the person committing the action; or• creates a risk to health or safety of the public or a section of the public; or• is designed to interfere with or to disrupt an electronic system.
Total loss	See Determining if your car is a total loss for what this means.
Trailer	A <i>trailer</i> owned by <i>you</i> or in the control of a driver of <i>your car</i> , for example a boat <i>trailer</i> .
We, our, us, QBE	QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545, BECS authority no. 481326.
You, your, insured	The persons or entities named as <i>Insured(s)</i> on <i>your Certificate of Insurance</i> , except in the sections of <i>your policy</i> where we say otherwise.
Your car	The car shown on <i>your Certificate of Insurance</i> . It includes both factory-fitted and legal after-market modifications and accessories.



Privacy, complaints and other important information

Privacy

Kogan.com and your privacy

In this Privacy Statement, the use of 'we', 'our' or 'us' means Kogan.com Holdings Pty Ltd, Kogan.com Ltd, Kogan Australia Pty Ltd and its affiliates. We understand that privacy is important to *you* – it is to us too. That's why we respect *your* personal information and are committed to protecting it when providing products and services to *you*.

We collect *your* personal information for a range of purposes, including to communicate with *you* in relation to insurance cover and prospective insurance cover and to send *you* marketing communications relating to our other products and services. We may use and disclose *your* personal information for these purposes, for other purposes *you* consent to, and as permitted by law.

If *you* don't provide us with *your* personal information, we won't be able to provide these services to *you*.

Your information is handled in accordance with our Privacy Policy, which contains information about how to access and/or correct *your* information, or make a privacy related complaint. For more information please visit kogan.com/au/privacy-policy

Privacy, complaints and other important information

QBE and your privacy

We take the security of *your* personal information seriously.

We will collect personal information directly from *you* when *you* deal with *us*, or sometimes through *our* agents, other companies in the QBE group or suppliers acting on *our* behalf. We will only ever collect the personal information we need in order to provide *our* services to *you*, such as issuing and administering *our* products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose *your* personal information overseas. When we do this, we ensure *your* information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. *You* can find it at **qbe.com/au/about/governance/privacy-policy**

If *you* would like to access or correct *your* personal information please contact *us* at **customercare@qbe.com** or on **1300 650 503**.

Complaints

We're here to help. If *you're* unhappy with any of *our* products or services, or the service or conduct of any of *our* suppliers, please let *us* know and *we'll* do *our* best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after *your* *policy* or claim. *You'll* find their contact details on *your* *policy* documents, letters or emails from *us*.

Please provide *our* team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to **qbe.com/au**

Step 2 – Customer Relations

If *your* complaint isn't resolved by the team looking after *your policy* or claim, *you* can ask them to refer *your* complaint on to *our* Customer Relations team. A Dispute Resolution Specialist will review *your* complaint independently and provide *you* with *our* final decision.

You can also contact the Customer Relations team directly:

Phone: 1300 650 503

Fax: (02) 8227 8594

Email: complaints@qbe.com

Post: GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If *we're* unable to resolve *your* complaint to *your* satisfaction within a reasonable time, or *you're* not happy with *our* final decision, *you* can refer *your* complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). *We* are a member of AFCA and their decisions are binding on *us*.

Phone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3, Melbourne VIC 3001

AFCA will inform *you* if *your* complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit **afca.org.au**

More information

You can find more information about how *we* deal with complaints on *our* website at **qbe.com/au** or *you* can call *us* on **133 723** to speak with *us* or request a copy of *our* complaints brochure at no charge by *us*.

Complaints about your direct debits

If *you* pay for *your policy* by direct debit and have a concern about *your* deductions, please talk to the team looking after *your policy*, or contact *your* financial institution in the first instance. If *your* concern isn't resolved, *you* can follow *our* complaints process.

Privacy, complaints and other important information

Complaints just about privacy

If *you're* not happy with how we've handled *your* personal information, call *us* on **1300 650 503** or email *us* at **customer@qbe.com**. If *you're* not satisfied with *our* response, *you* can contact the Office of the Australian Information Commissioner (OAIC):

Phone: 1300 363 992

Email: enquiries@oaic.gov.au

Post: GPO Box 5218, Sydney NSW 2001

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. *You* can read the Code at **codeofpractice.com.au**

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit **insurancecode.org.au**

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, *our* Family and Domestic Violence Customer Support Policy is available at **qbe.com/au**

Financial Claims Scheme

This *policy* is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. *You* may be entitled to access the FCS if *you* meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority on **1300 558 849** or go to **apra.gov.au/financial-claims-scheme-general-insurers**

Part B: Financial Services Guide

Preparation Date: 15 August 2022

About this Financial Services Guide (FSG)

This FSG is provided by Kogan Australia Pty Limited ABN 53 152 570 351, Authorised Representative No. 001256858 (Kogan.com). In this FSG 'we', 'our', 'us' means Kogan.com. We are responsible for the content in this FSG and not QBE.

The purpose of this FSG is to assist you in deciding whether to use any of the financial services offered by us relating to insurance products issued by QBE Insurance (Australia) Ltd and how we provide financial services, including:

- How you can contact us;
- What financial services we are authorised to provide;
- How we and other relevant parties are paid in relation to the services offered; and
- What to do if you have a complaint.

What documents should you receive?

This FSG is combined with the Product Disclosure Statement (PDS), which you receive when we arrange for the issue of a financial product to you. The PDS sets out the significant features of the product(s) and is designed to assist you make informed choices about the financial product(s).

How you can contact us

You can contact Kogan.com by:

Phone: 1300 034 888
Email: enquiries@koganinsurance.com.au
Mail: Kogan.com
GPO Box 2579
Melbourne VIC 3001
Website: koganinsurance.com.au

How is Kogan.com authorised?

In providing the financial services referred to in this FSG, Kogan.com is acting as an Authorised Representative of QBE Insurance Australia Ltd (QBE) who is the holder of an Australian Financial Services Licence.

What financial services are we authorised to provide?

Kogan.com is authorised to provide financial services in relation to general insurance products.

We are authorised to arrange the issue of car insurance when you purchase a car insurance product online and we are also authorised to provide general advice in marketing materials about car insurance but we are not authorised to give personal advice. This means any commentary, statements of opinion and recommendations by us in relation to car insurance contain only general advice. That is, such statements of opinion and recommendations have been prepared without taking into account your personal objectives, financial situation or needs.

Responsibility and compensation arrangements

Kogan.com will be acting on behalf of QBE. QBE is therefore responsible for the financial services performed by Kogan.com as described in this FSG. QBE has professional indemnity insurance cover and other internal arrangements in place in respect of financial services provided to retail clients. These arrangements comply with the requirements of Section 912B of the Corporations Act 2001.

How are we remunerated for providing the financial services?

Kogan.com offers car insurance products under a distribution agreement with QBE. QBE is an Australian Financial Services Licensee (AFSL 239545), and is licensed to deal in, and provide advice on, general insurance products. Kogan.com receives remuneration calculated as a percentage of the premium you pay (excluding taxes and charges for the insurance product). All remuneration is included in the cost of the insurance product. Kogan.com receives remuneration from QBE of up to 15% of the premium for car insurance policies.

How we pay other parties

If you have been introduced to QBE or us by another person or entity with whom we have an arrangement, we may pay them a referral fee should you take out insurance issued by QBE. Where a referral fee is paid, it will be at no additional cost to you and will be appropriately disclosed by the referring entity in accordance with applicable laws.

What should you do if you have a complaint?

If you have a complaint about the services provided by us, you should contact Kogan.com by:

Phone: 1300 034 888

Email: enquiries@koganinsurance.com.au

Mail: Kogan.com
GPO Box 2579
Melbourne VIC 3001

Website: koganinsurance.com.au/complaints-process/

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Authorisation

The distribution of this FSG by Kogan.com has been authorised by QBE.

Need help or need to make a claim?



1300 034 888



enquiries@koganinsurance.com.au



koganinsurance.com.au/make-a-claim/



PO Box 454, Parramatta NSW 2124