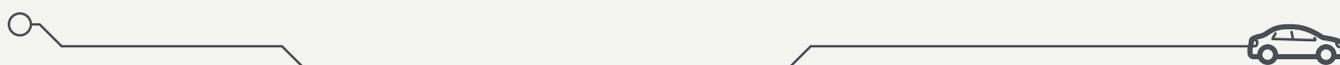




UbiCar

# UbiCar **Pay per km** Car Insurance

Combined  
Product Disclosure Statement  
and Financial Services Guide





## About this Product Disclosure Statement and your Policy

This Product Disclosure Statement (PDS) has been prepared to help you understand the UbiCar Pay per km Insurance and make an informed decision about your insurance requirements. In this document, the insurer, RAC Insurance Pty Limited (ABN 59 094 685 882) ("RAC Insurance") acting through its agent, UbiCar Insurance Pty Ltd (ABN 83 601 223 858) ("UbiCar Insurance") is referred to as "we", "us", and "our".

This PDS was prepared on 16 September 2020 and was current at that time. We may from time to time update some of the information in the PDS that is not materially adverse without needing to notify you. You can obtain a copy of any updated information by contacting us. We will provide you an electronic copy of any updates if you request them. In some circumstances the terms and conditions of this PDS may be amended by a Supplementary PDS (SPDS). In that case we will provide you with a copy of the SPDS.

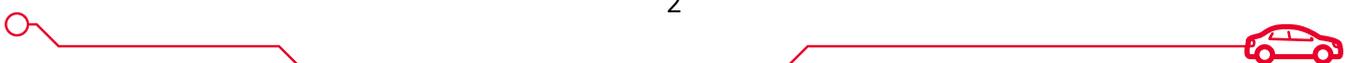
This PDS, your Premium and Excess Guide, your Policy Account and your Certificate of Insurance should be read together as these documents detail the terms of your insurance. You should carefully read these documents and any other documentation we send you to determine if the cover is appropriate for you.

## Your Insurer

The underwriter of this insurance is RAC Insurance, an authorised general insurance company specialising in general insurance products. RAC Insurance's Australian Financial Services Licence number is 231222. RAC Insurance is responsible for the content of the PDS and the cover provided under the UbiCar Insurance Policy. UbiCar Insurance acts on RAC Insurance's behalf in relation to this insurance to the extent set out below.

## About UbiCar Insurance

RAC Insurance has given UbiCar Insurance a binding authority to issue this insurance and settle claims as well as administer it on behalf of RAC Insurance. Any enquiries you may have should be directed to UbiCar Insurance. Under the terms of this binding authority UbiCar Insurance acts as RAC Insurance's agent and not yours. Liability within the terms and conditions of the Policy remains at all times with RAC Insurance. UbiCar Insurance's Australian Financial Services Licence 469073 ("AFSL") authorises it to provide these services and any general advice provided by UbiCar Insurance in relation to this insurance is authorised and provided under its AFSL on its own behalf. UbiCar Insurance and UbiCar Pty Limited (ABN 55 622 103 422) are wholly owned subsidiaries of UBI Technology Pty Ltd (ABN 31 632 125 967). UbiCar Pty Limited provides the technology for use with motor cars which includes mobile telematics, mobile sensing and machine learning devices.





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## Welcome

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UbiCar Insurance is committed to introducing innovative new products to the insurance market and taking advantage of technology which can play a large role in our daily lives.

Our mission is simple, to continue to explore ways of integrating technology into insurance products to help provide Australian drivers with access to a more usage focused pricing and the insurance they deserve.

By way of basic overview only, whilst a minimum base premium amount is charged irrespective of kilometres driven, this Policy has been designed to allow us to calculate part of the premium based on kilometre data received by us via the UbiCar Device and UbiCar App (subject to certain exceptions where data is not received). You need to read this PDS and our Premium and Excess Guide for more details on the premium and how it is determined.

For more details about this insurance, or our simple claims process, look through this Product Disclosure Statement (PDS) and Premium and Excess Guide. Alternatively, visit [ubicar.com.au](http://ubicar.com.au)





# Product Disclosure Statement

## About this Product Disclosure Statement (PDS)

This UbiCar Insurance PDS, together with any:

- Premium and Excess guide, and
- Any Supplementary PDS,

we provide to you, explains the standard cover and benefits provided by this insurance and the limits, conditions and exclusions that apply to it.

Where we agree to issue you with a Policy in return for your agreement to pay the required premium, we will also provide you with a:

- Policy Account;
- Certificate of Insurance; and
- Policy Amendment (where relevant);

which may vary the standard terms.

You need to read these documents carefully so you fully understand the cover we provide and the limitations that apply to it and keep them in a safe place for future reference. In particular, you need to read the 'Definitions' on page 26 so you understand the words in the PDS that have special meanings.

## Your obligations in relation to the UbiCar Device and UbiCar App

This Policy is designed based on your agreement to properly use the:

- UbiCar Device which we provide to you when you buy the Policy which you must install in your insured car; and
- UbiCar App which you (including your Nominated drivers) must install on your smartphone and use when you drive the car.

We use data received from the above regarding kilometres travelled in the car during the applicable monthly instalment periods to calculate the Actual Usage premium amount we charge as part of your premium applied at an agreed rate per kilometre. The data will be transmitted to us and stored in accordance with our Privacy Policy which can be found at <https://ubicar.com.au/privacypolicy>.

If no kilometre data is received (subject to certain exceptions) via the UbiCar Device and/or UbiCar App, we will apply an Estimated usage premium amount instead for the relevant monthly instalment period. This amount is based on the yearly estimated driving kilometres you agree with us when you buy the Policy averaged over the year to determine a monthly estimated kilometres which is multiplied by an agreed rate per kilometre.

Both of the above are subject to a maximum total of kilometres based on an average of 100 kilometres per day within one monthly instalment period.

In addition, an Unconnected App and Device Excess may apply in addition to the Basic Excess if you do not meet the above conditions regarding the UbiCar Device and UbiCar App.

Refer to this PDS and to the Premium and Excess Guide for full details.





## Step 1 Install UbiCar App

You (including any Nominated drivers) must all:

1. Access the email requiring you to set up the password for the UbiCar App. Please click on the link in the email to set up the password.
2. Download the UbiCar App (available on both iOS and Android) on your smartphone. Please use the password you have just set up and the email you have registered with us. If your email address has changed, please contact UbiCar.
3. Please sign in as an existing user in the UbiCar App.
4. Please ensure you do this **within 24 hours** of commencement of your Policy.
5. Ensure the Bluetooth and 'Location Settings' is activated and set to 'Always Allow' on the smartphone;
6. Ensure that prior to driving:
  - » The UbiCar App is logged into and is running on the smartphone; the smartphone will be sufficiently charged for the journey, working effectively and switched on; and
7. Ensure that when you or your Nominated driver are driving, the smartphone is in the car.
8. Ensure any updates to the UbiCar App are downloaded when notified via the UbiCar App.

The above are all conditions of your cover and if you or a Nominated driver do not comply, we may act in accordance with the 'Our rights if kilometre data not received' section below. Contact us immediately if you or a Nominated driver are unable to install the UbiCar App or are not using it as required under this Policy.

## Step 2 Install UbiCar Device

When we agree to insure you, we will send you an UbiCar Device. The UbiCar Device must be installed in your car, in accordance with the installation instructions that will be provided with the UbiCar Device, within 30 days of the commencement of your Policy (Grace Period), and must remain installed in your car at all times. If your vehicle is being serviced by a mechanic, they may need to remove the UbiCar Device, so check it is returned when you pick up your car and reinstalled.

The above is a condition of your cover and if you do not comply we may act in accordance with the 'Our rights if kilometre data is not received' section below.

Contact us immediately if you are unable to install the UbiCar Device within the Grace Period or it is damaged or removed from your car.

Information about installing the UbiCar Device can be found at <http://ubicar.com.au/ubicar-device> and also in the UbiCar App.

## Our rights if kilometre data not received

If we do not receive any data regarding recorded kilometres driven via the UbiCar Device and UbiCar App for a consecutive period of 14 days after the Grace Period:

- We will contact you to identify the reason. You must provide us with reasonable assistance to help determine





why this is the case and take reasonable steps to resolve the issue. If not, we may cancel the Policy.

- We will apply an Estimated usage premium amount in accordance with the Premium and Excess Guide for the relevant monthly instalment period instead of the Actual usage premium amount.

Where no such data is received, you may also be liable for an additional Unconnected App and UbiCar Device Excess in the event of a claim as set out in this PDS and the Premium and Excess Guide.

## Odometer information

At various times (e.g. where data has not been received via the UbiCar Device or UbiCar App) we may ask you to take and send us a current digital photo of your car's odometer reading.

You are required to provide this to us in a form that would satisfy a reasonable person as to its currency and accuracy. If you don't, we may not be able to properly determine how to apply the terms of the Policy to you.

If you are aware that your odometer is replaced, has been tampered with or is faulty, you need to notify us of this.

## Accessing your Policy details is easy using the UbiCar App or our website

You can check your Policy details by logging into your Customer Service Portal through the UbiCar App or our website: <https://my.ubicar.com.au/login>

## About your premium

### Generally

The amount you pay us for your insurance is your premium. This is the amount we determine that reflects the likelihood of you making a claim, together with other factors related to our cost of doing business. It includes GST and amounts in relation to any other government taxes and charges that apply. A change to your Policy details could mean a change to your premium too.

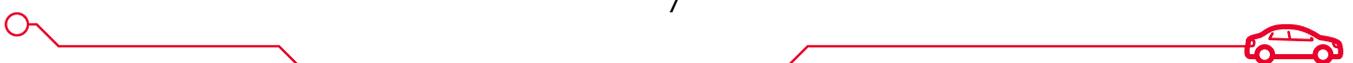
If you do not pay the full amount of your premium, we may cancel your Policy.

Where a payment is overdue by more than 14 days:

- And you make a claim on your Policy, we may refuse to pay your claim.
- We may cancel your Policy and refuse to pay your claim.

### Premium and Excess Guide

The Premium and Excess Guide, provides important information on key things you need to know about your premium including factors we consider in determining your premium, what your premium payments comprise and when they are payable, what we can do in relation to outstanding premiums, refund rights and other important information. You need to read the Premium and Excess Guide carefully along with this PDS and other relevant Policy documents.





## When we agree to insure you

### Your duty of disclosure

Before you enter into an insurance contract, you have a duty under the *Insurance Contracts Act 1984* (Cth) to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- Reduces the risk we insure you for; or
- Is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about.

### New Policy – your duty of disclosure

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

### Renewing your Policy - your duty of disclosure

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to renew the contract.

### If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.





### Changes to the details you have given us

You must tell us about any changes to the information you have given us about you, your car, the purpose you use it for, and anyone who drives it as shown in your Certificate of Insurance.

If you do not tell us about any changes, your insurance may no longer be valid, and we may refuse to pay part or all of any claim you make or require you to repay any money paid to you for your claim.

If you are not sure, but think that something might be relevant, it is better to tell us.

If any changes need to be made and we agree with them, we will send you an updated Certificate of Insurance. We will also advise you if a different premium applies.

### Our agreement with you

Your Policy only provides cover in relation to the relevant covered events that occur during the period of insurance which cause the relevant loss, damage, or liability, in return for your premium.

## The cover your Policy provides

This PDS explains the cover and benefits we provide under Pay per km insurance.

#### Summary of cover

Own car damage	✓
Open driver cover	✓
Lifetime guarantee on authorised repairs	✓
Temporary cover for your new car	✓
Agreed value	✓
Automatic cover for accessories	✓
Hire car after fire, theft or attempted theft	✓
Travel/accommodation costs	✓
Lost or damaged personal belongings	✓
New car replacement	✓
Lost or stolen keys	✓
Accidental death benefit	✓
Windscreen and window glass Excess removal	Optional
Hire car after accident	Optional





For your convenience, the cover and benefits are summarised below. For full details of cover including exclusions, please read the pages that follow.

**Make a claim | Quick guide**

Call us on 1300 824 227 or go to the UbiCar App to make a claim.

Make sure you have all of the information that we will need to help you.

We need to know:

- What happened.
- Where and when it happened.
- Who was involved, including their car's registration number and contact details.
- The contact details for any witnesses.

We will guide you through what happens next.





# Your Pay per km Policy

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Your UbiCar Insurance covers you anywhere in Australia for:

## Loss or damage to your Car

- Accidental loss and damage (including malicious damage) to, your car (including by fire, theft or attempted theft),
- While it is being driven by you or your Nominated driver(s), unless the Nominated driver has other insurance covering the same loss or damage.

## Your Legal Liability

We will cover your liability for accidental damage caused to another person's property arising from an incident which involves your car, or a trailer or a caravan attached to it.

We also cover:

- The Nominated driver(s), unless the Nominated driver has other insurance covering the same liability.
- You while driving a substitute car (excluding hire cars) because your car is being repaired, serviced or has broken down.
- Any legal costs incurred in connection with any such alleged liability if we have given our written consent to those costs.

The most we will pay is \$25,000,000 for any incident.

We do not cover:

- Your liability if the property damaged is your own or is in your custody or belongs to or is in the custody of your spouse, child or other person normally living with you.
- Damage to another person's property when your car is being transported rather than being driven, including while your car is being loaded or unloaded from the means of transport.
- Loss or damage to any substitute car.
- Liability when your car is being offered for sale on your behalf by another party.

## Your Additional Benefits

We provide you with these additional benefits at no extra cost.

### Your personal belongings cover

We will pay up to \$500 in total when your clothing or personal belongings are lost, damaged or stolen in an incident covered by your Policy. We will, at our option, either:

- Repair the damage.
- Replace what is damaged.
- Make a payment to settle your claim, based on the cost of repair or replacement of your personal belongings.

We do not cover money, cheques or financial transaction cards.





### **Your new car replacement cover**

If we declare your car a total loss and:

- Less than two years have passed since it was first registered, and
  - You are the first registered owner (other than the selling dealer if your car was a new demonstration model),
- We will replace it with a new car and pay the initial on road and registration costs, provided anyone who has a financial interest in your car (of which we are aware) agrees.

The new car will be of the same make and model as your car.

If the new replacement car is not available in your state, or your car was not supplied as new in Australia, we may pay the agreed value of your car at the time it was first insured with us.

The most we will pay under the Policy (including for this cover) is the agreed value of your car. For additional information on how we settle total loss claims, please see page 20.

### **Your hire car after fire, theft or attempted theft**

When your car is not available to you as a result of fire, theft or attempted theft, we will arrange for you to be provided with a hire car.

The most we will pay for a hire car is \$75 a day for a maximum hire period of 14 days.

If a hire car is not available we will pay you an equivalent cash settlement. You can also extend your cover to include a hire car after an accident (see page 15).

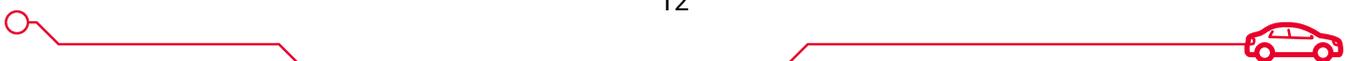
The hire car will be available to you from when you reported the incident to us, until the earlier of:

- Your car is recovered or repaired and available for collection by you.
- Your car is replaced by us.
- Three days after payment has been issued to settle your claim.
- The maximum hire period is reached.

You will be responsible for payment of the deposit required by the hire car company and observing the hire car company's terms and conditions.

We will reimburse you up to \$2,000 in total for any Excess or security bond you have to pay under the hire car agreement because there is loss or damage to the hire car or it causes loss or damage.

We do not cover any hire car related costs other than the standard daily hire fee.





### **Essential temporary repairs for your car**

When the damage is such that your car cannot be safely driven and you arrange for temporary repairs to make it safe, secure or roadworthy, we will pay for those repairs up to \$750.

### **Costs to complete your journey**

When the loss or damage means you cannot use your car to get you and your passengers from the scene of the incident to your home, your original destination or to a safe place, we will reimburse the costs necessary to do so up to \$500.

### **Your emergency accommodation expenses**

When the loss or damage means you cannot use your car, and you are more than 100 kilometres from your home, we will pay up to \$250 per night towards the cost of emergency accommodation for you and your passengers for up to four nights.

### **Towing your car**

When the damage is such that you cannot use your car, we will pay for the reasonable cost of towing your car and any caravan or trailer attached to it, from the scene of the incident to the nearest approved repairer or to a safe location that we choose.

### **Repair or replacement of your trailer**

We will pay up to \$2,000 for the repair or replacement of your box, garden or luggage trailer if it is stolen or damaged while in your possession or attached to your car.

### **Replacing your lost or stolen keys**

We will pay up to \$2,000 to replace the keys and locks to your car when you have been permanently deprived of your keys because they have been lost or stolen.

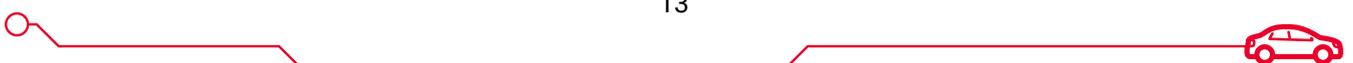
### **Replacement of your child car seat**

If you have a child car seat fitted to your car and your car is involved in a collision, we will cover the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage.

### **Accidental death benefit**

When, within 12 months of its occurrence, an incident involving the use of your car directly results in the accidental death of its driver, we will pay \$10,000 to the deceased's estate. We do not cover:

- Death as a result of suicide or attempted suicide.
- Death if the deceased person was driving your car without your permission.



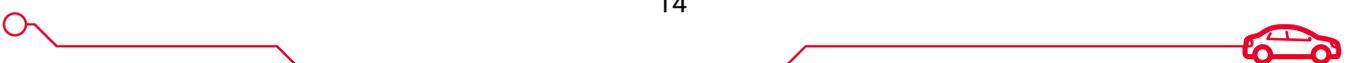


### **Temporary cover for your new car**

When you replace your car, we will insure your new car provided:

- You tell us about your new car within 14 days of purchasing it.
- It is a car we would ordinarily insure.
- You pay us any additional premium we require.
- You install your UbiCar Device in the new car within 14 days as cover will cease for your previous car when you take delivery of your new car.

The most we will pay for loss or damage that occurs within the first 14 days following the purchase of your new car, is the purchase price of your new car less any Excesses that may apply.





## Your optional benefits

For an additional premium you can add any of these optional benefits to your cover.

If you have added any optional benefits, they will be shown on your Certificate of Insurance.

### **Hire car after accident**

You can enjoy the convenience of having a hire car available to you while your car is being repaired or after being written off following any incident covered by your Policy.

This is an extension to your hire car cover after fire, theft and attempted theft (see page 12) and is subject to the terms and conditions of that cover.

### **Windscreen and window glass cover**

When your car's windscreen, sunroof or window glass is broken in an incident and this is the only damage in the incident, we will at our option, either replace or repair the broken glass (including tinted glass, window seals and mouldings) without you having to pay an Excess.

This applies to one claim only in the period of insurance.





# General Exclusions

The following exclusions apply to all cover under your Policy.

## Who uses your car

Unless you can demonstrate that you did not know, and reasonably could not have known, we will not cover any loss, damage or liability caused by or arising out of the use of your car by any person who:

- Was not authorised or licensed to drive your car, or who broke the conditions of their driver's licence or learner's permit.
- Has had in the five years before the incident any driver's licence cancelled, suspended, or any special conditions imposed on their licence (this does not include suspensions relating to parking tickets).
- Has received medical advice that their ability to drive a car is impaired by a medical condition or treatment.
- Was under the influence of alcohol or drugs.
- Has a blood alcohol content level exceeding that permitted by the laws of the relevant State or Territory.
- Refuses or fails to submit a specimen for testing when requested by police.
- Has been convicted in the five years before the incident of a criminal offence related to theft, drug, or fraud related offences, or criminal damage.
- In the five years before the incident, has had insurance refused, cancelled or a claim denied for fraud or dishonesty.

## Cause of loss, damage or liability

We will not cover any loss, damage, cost or liability caused by or arises from or involves:

- Failures, defects or breakdowns which are mechanical, structural, electronic or electrical or which are connected with computers or computer related technology including computer chip or control logic.
- Sparks, ashes or carbon from your car.
- Any person or organisation lawfully taking, keeping or destroying your car.
- Terrorism, war (whether declared or not), invasion, rebellion, revolution or a similar event.
- Anything nuclear or radioactive.
- Depreciation, wear, tear, rust or corrosion.
- Failure to take all reasonable care to protect your car, its contents and keys.
- Your car being left unattended with the keys in or on it.
- Infectious disease, where an 'Infectious Disease' is defined as:
  - » Any listed human disease under the *Biosecurity Act 2015* (Cth) and subsequent amendments (whether or not it was listed as such at the time of the event);
  - » Rabies;
  - » Cholera;
  - » Highly Pathogenic Avian Influenza or any strain or mutant variation of it;
  - » Coronavirus disease (COVID-19);
  - » Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any strain or mutant variation of SARS-CoV-2;
  - » Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD); or
  - » Any fear or threat (or perceived fear or threat) of any of the above.
- Any legal or other requirement to clean-up, detoxify, remove, monitor or test for an Infectious Disease.





### **Use of your car**

We will not cover any loss, damage or liability which occurs during, or is caused by, the use of your car:

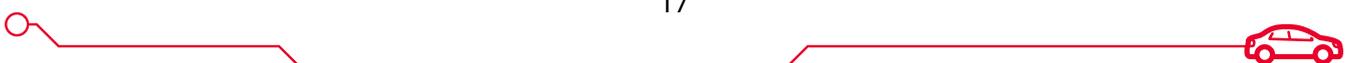
- On a permanent or temporary racetrack, raceway, course, circuit or arena (unless you are participating in a safe driving course commercially conducted by trained instructors).
- For racing, trials, speed or hill climbing tests, pace making, contests, rallies or for endurance or skills tests whether or not you are competing in an event.
- In an experiment or demonstration.
- While it is overloaded, not roadworthy, not registered or not meeting relevant government transport regulations.
- In a manner which involves deliberate exposure to exceptional danger or any wilful or reckless act.
- In a manner contrary to its manufacturer's recommendations.
- For unlawful purposes.
- For hire or reward and, this includes situations where your car is provided to another person or entity in return for income. This exclusion applies even if you have notified business use to us in your application.

### **Special conditions**

We might impose special conditions on your Policy that exclude, restrict or extend cover for certain persons or in certain situations. These will be shown on your Certificate of Insurance, so it's important that you read your Certificate of Insurance carefully.

### **We also do not cover**

- Loss of use, or any other financial loss arising from, or consequential to, an insured incident.
- Deliberate damage caused directly or indirectly by anyone using your car with your permission.
- Any diminished value of your car after it has been damaged and repaired and the repairs have been carried out correctly.
- The cost of any air freight charges, or the fabrication of any parts or any cost for parts which exceed the manufacturer's last issued catalogue or price list.
- Additional costs incurred through parts being unavailable, obsolete or delays in obtaining parts.
- Any extra costs associated with paint work that does not meet the manufacturer's standard paint specification.
- Goods, tools of trade or samples connected with your work or any other trade, or any container for these items.
- Any loss or damage to the extent that it is covered by other insurance that is compulsory or was not purchased in your name.





# Claiming on your Policy

## You must co-operate with us

When you claim on your Policy, you must give us any information and co-operation we reasonably require in dealing with your claim.

You must promptly notify us and provide us with full details of the incident which led to your claim. The details we may require include:

- Name and address and other contact details (e.g. mobile and/or landline number) of anyone involved, including witnesses along with the registration numbers of any cars involved.
- Such reasonable information as we require that will allow us to identify the 'at fault' person, including at a minimum their name, car registration number and address.
- Proof of ownership for any damaged or stolen property, such as receipts, owner manuals and warranties.
- Copies of any letters, notices, court or other legal documents you receive relating to the incident or a claim.
- Receipts for expenses you have incurred that are covered under your Policy.
- A photograph of your odometer reading current as at the date of the claim.

In addition, you (or your Nominated driver) must:

- Not admit liability for, or negotiate to settle, any claim without our written permission.
- Provide written statements if we require them.
- Attend court and give evidence if we require it.
- Make your car available to us.
- Assist us, even after we have settled your claim, in any proceedings we take to recover any money we have paid under your Policy.

We are entitled to represent you, or any Nominated driver(s) covered under your Policy:

- In the negotiation, defence, settlement or any legal proceedings relating to a claim on your Policy.
- In any proceedings to recover any money we have paid under your Policy.

If you do not assist us as required we may:

- Reject your claim.
- Pay a reduced amount for your claim.
- Require you to repay any money paid for your claim.

## Excesses

When you make a claim you may be asked to pay an Excess. The specific Excesses that apply to your Policy and amounts payable are shown in the Premium and Excess Guide and on your Certificate of Insurance. More than one Excess may apply to your claim.

You may not have to contribute an Excess towards your claim provided:

- You can satisfy us that the incident was solely the fault of the other person (not the person in charge of your car at the time of the incident),
  - » You provide us with such reasonable information as we require that will allow us to identify the 'at fault' person, including at a minimum their name, car registration number and address.





We will make a determination of fault after we are in possession of all the relevant facts and our determination is final and binding upon you.

Refer to the Premium and Excess Guide for more information.

### **What we do when your car has been damaged**

When you claim for loss or damage to your car in an incident covered under your Policy and we accept your claim, we will at our option either:

- Repair the damage.
- Replace what is damaged.
- Make a payment to settle your claim, based on the cost of repair or replacement.

We will not pay more than the agreed value of your car less any Excess that may apply.

### **When we repair your car**

If we choose to settle your claim by repairing your car, then we decide the best way to repair the damage.

If you make a claim and we agree to repair your car, we will arrange for a nominated repairer to fix your car.

If we arrange for a nominated repairer to fix your car we will:

- Help find a nominated repairer most convenient to you.
- Choose the most suitable repair method for the type of damage to your car.
- Manage the whole repair process on your behalf.
- Arrange for part of the repair to be carried out by a specialist service provider, if required – for example windscreen repairs.
- Require you to contribute to the costs if the repairs to your car leave it in a better condition than before the incident.

If you choose your own repairer, we will pay you for the cost of repairs, as determined by one of our nominated repairers.

We are not responsible for making sure the repairer can complete the repairs when it suits you.

We do not cover:

- Any additional costs that may result if the repairer is delayed or has problems getting parts.
- Any repairs not authorised by us.

### **Lifetime guarantee on authorised repairs**

When we arrange for a nominated repairer to fix your car, we guarantee the quality of the workmanship and materials authorised by us for the life of your car whilst you own it, in addition to any other rights you may have. If you wish to make a claim on this guarantee, please contact us with details, including any costs you incur in making the claim.





Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### **We pay for storage**

If we have decided to repair your car and we require it to be held in storage until the repair can commence, we will pay the storage cost.

## **The parts we use**

The parts we use in the repair of your car are covered under our repair guarantee.

To restore your car to its condition immediately before the incident, we will use parts consistent with your car's age, condition and warranty period and:

- If your car is under 3 years old we will use genuine new parts to repair your car.
- If your car is 3 years or older we will use genuine new parts or genuine quality recycled parts.
- Regardless of your car's age, we may use non-genuine parts for the replacement of windscreens, window glass, sunroofs, radiators and air conditioning components.

If replacement parts are not available, we will pay you what it would have cost us to repair your car had the parts been available.

### **When we declare your car a total loss**

We will declare your car a total loss when either:

- We decide that the damage to your car is such that it would not be safe or economical to repair.
- It was stolen and not recovered.

If your car is a total loss, we will either:

- Pay you the agreed value of your car less any applicable Excess.
- Replace your car, if you are entitled to this under our new car replacement cover (see page 12).

When we settle a total loss claim:

- We will deduct, or you must pay us:
  - » Any Excess(es) that may apply.
  - » Any unpaid premium (including any remaining Base premium amount) calculated up until the end of your Policy period.
  - » Any Actual Usage premium amounts or Estimated usage premium amounts (as applicable) calculated for the period up until the total loss.
  - » Any outstanding Tech Cost amounts calculated up until the end of your Policy period.
  - » The value of the unused portion of your car's registration. You can claim this from your state's Road Transport Authority.





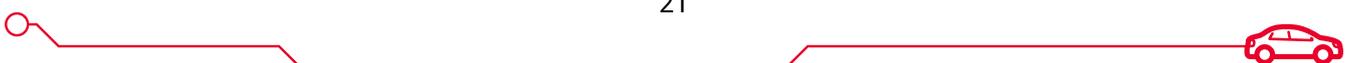
- » Any applicable government taxes and charges (e.g. GST) calculated up until the end of your Policy period.
- Anyone who has a financial interest in your car (of which we are aware) will be paid first and you will be paid the balance.
- Your car becomes our property, your Policy comes to an end and there is no refund of any portion of your premium.

### **About your car's agreed value**

We determine your car's agreed value with you at the commencement of your cover and review it at the beginning of each subsequent period of insurance. The agreed value is shown on your Certificate of Insurance and while it may change at renewal, it does not change during the period of insurance.

Except where a different limit is shown in your Policy for the item of cover, the most we will pay is the agreed value shown in your Certificate of Insurance less any applicable Excesses.

Some items of cover have their own limits. Where that limit is less than the agreed value, the item limit is the most that we will pay for that item.





# Other Important Information

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## Automatic renewal terms

We may automatically renew your Policy on the renewal date. If we plan to automatically renew, we will let you know we intend to do this before your cover ends and send you details of the renewal terms and premium. If you do not want us to automatically renew your Policy, you will need to let us know before the renewal date. Each renewal is a separate policy, not an extension of the prior policy.

## Goods and Service Tax (GST) and Input Tax Credit Entitlement (ITCE)

Your Policy, the amounts insured and the premium that you pay are subject to GST.

You may be able to claim an ITCE for the GST that you pay on the premium for your Policy. Please advise us of your ITCE when you make a claim on your Policy. If you are eligible to claim an ITCE, we will deduct this amount from any payment we make to you.

We recommend that you seek advice from a financial advisor if you are unsure about the tax implications of your Policy.

## Cooling off period

If you change your mind within 14 days of buying your Policy, you can cancel it and receive a full refund. However, this doesn't apply if you've made or are entitled to make a claim.

After the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the PDS under 'Cancelling your Policy'.

To cancel your Policy within the cooling-off period, you can contact us on 1300 824 227, or by email at [insurance@ubicar.com.au](mailto:insurance@ubicar.com.au).

## Cancelling your Policy

### Cancellation by you at any time

You can cancel your policy at any time. To do so, please notify us so we can stop your automated payments.

### Cancellation by us

We may cancel the policy where permitted by relevant law. If we cancel your policy, we will advise you in writing.

### Refund rights on cancellation

If the policy is cancelled outside the cooling off period we will only refund premium and other amounts paid in accordance with the terms of the Premium and Excess Guide





## If you have a complaint

If you are not satisfied with our products or services or a decision made in relation to your insurance, please let us know so that we can help. These steps are part of our complaint and dispute resolution process:

- **Step 1. Let us know.** If you have a complaint, please let us know by emailing [insurance@ubicar.com.au](mailto:insurance@ubicar.com.au). A staff member may be able to resolve the complaint for you. If not, they will refer you to a Team Manager who will attempt to resolve the complaint as soon as possible. A response will be provided within 15 business days.
- **Step 2. Seek a review.** If the Team Manager cannot resolve the complaint, you can ask for it to be referred to the Dispute Resolution Panel, or you can contact them directly at [idr@ubicar.com.au](mailto:idr@ubicar.com.au). A response will be provided within 15 business days.
- **Step 3. Seek an external review.** If you are not satisfied with our response you may lodge a complaint with:  
Australian Financial Complaints Authority  
Telephone: 1300 931 678  
Postal Address: GPO Box 3, Melbourne VIC 3001  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

AFCA is an independent external dispute resolution body approved by the Australia Securities and Investment Commission. AFCA resolve disputes at no charge to you and have the authority to deal with certain financial services disputes within their Terms of Reference.





## Your privacy

We collect, store and use your personal information when you deal with us, or through others including those listed in our Privacy Policy, such as, our agents, distributors and other companies in the RAC Group and UbiCar Group. We also collect various information from the usage of your car through UbiCar Device and UbiCar App including:

- Kilometre data;
- Vehicle location (GPS), phone sensor data, phone state, time, application power and other information derived by the collected data;
- Personal information from your interaction with the UbiCar Device or UbiCar App and its content, our services and our advertising, including without limitation device identifiers, device type, geo-location information, connection information, statistics on page views, traffic to and from the UbiCar App, mobile network information, time, date, referring URL, the type of operating system and browser, ad data, IP address and standard web log data;
- Your server address;
- The website you visited immediately prior to ours;
- Your domain name;
- Date and time of your visit to the UbiCar App;
- Pages you accessed and the information or documents you downloaded;
- Type of browser you used; and
- Any other information we request our Internet Service Provider to record from time to time.

We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. We are bound by the *Privacy Act 1988* (Cth), when collecting and handling your personal information. Sometimes we might send your personal information overseas. The locations we send it to can vary but include Malaysia and Singapore.

Both RAC Group and UbiCar Group have Privacy Policies. The Privacy Policies describe in detail where and from whom we collect personal information, as well as where we store it and the way we may use it. To get a free copy of the Privacy Policy:

- For the RAC Group please visit <https://rac.com.au/about-rac/site-info/privacy>; and
- For the UbiCar Group please visit <https://ubicar.com.au/privacypolicy>.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

We and the parties listed in our Privacy Policy may use your personal information to consider your insurance application and any subsequent application for insurance, issue and administer your Policy and investigate and assess any insurance claim. For the purposes of doing so, your personal information may be passed on to our assessors, investigators, repairers, suppliers, contractors, other insurance companies, other parties as set out in our Privacy Policy including, insurance reference bureaus, credit reference agencies, financiers, law enforcement agencies, legal and professional advisers, our agents and our related companies.

We may also use your personal information to tell you about other UbiCar Group products and services. Your





personal information may be passed to other entities for promotional purposes. These entities may be associated with the RAC Group or UbiCar Group, operate under RAC Group's brands or UbiCar Group's brands or be agents, contractors or allied organisations. You may tell us not to use your personal information for these promotional purposes at any time:

- For the RAC Group by contacting 13 17 03; and
- For the UbiCar Group by contacting 1300 824 227.

If the interest of a financier is noted on your Policy, you consent to us providing details of your Policy and its currency to the financier.

If you would like to review the personal information we have about you and correct any information you can contact:

- The RAC Group on 13 17 03; and
- UbiCar Group on 1300 824 227.

## Financial Claims Scheme

Your Policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS). The purpose of the FCS is to protect certain policyholders and claimants in the event an insurer becomes insolvent. A person entitled to claim under insurance cover under a protected policy may be entitled to payment under the FCS, subject to certain eligibility criteria. Information about the FCS can be obtained from the Australian Prudential Regulation Authority (APRA) at [apra.gov.au](http://apra.gov.au).

## The General Insurance Code of Practice

RAC Insurance is a signatory to the General Insurance Code of Practice and UbiCar Insurance adheres to that Code in respect of your Policy.

The Code aims to:

- Commit us to high standards of service.
- Promote better, more informed relations between us and you.
- Maintain and promote trust and confidence in the general insurance industry.
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you.
- Promote continuous improvement of the general insurance industry through education and training.





# Definitions

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The following words when used in this PDS have defined meanings.

**Actual Usage premium amount**—the Actual usage premium amount as specified in the Premium and Excess Guide.

**Agreed value**—the amount we agree to insure your car for. The amount is listed on your Certificate of Insurance. It includes the value of GST, registration and on-road costs.

**Base premium amount**—the Base premium amount as defined and calculated in the Premium and Excess Guide.

**Car accessories**—items specifically manufactured to only be used while fitted to a car. These items are not reasonably capable of being used separate from a car.

**Certificate of Insurance**—the document we give to you that shows the particular details regarding you and your car and the insurance cover we have agreed to provide.

**Estimated Usage premium amount**—the Estimated usage premium amount as defined and calculated in the Premium and Excess Guide

**Excess**—the amount(s) you may be required to pay or contribute towards any claim.

**Incident**—an event that was unintentional, unexpected or unforeseeable where loss or damage occurs and includes a series of events arising out of the one occurrence.

**Keys**—a device designed to access or start your car including any device designed to provide access by your car to your home's private garage.

**Modifications**—any structural or mechanical alteration made to your car's original specification which may affect its value or performance.

**Nominated drivers**—the persons listed as nominated drivers in your Certificate of Insurance.

**Period of insurance**—the length of time your Policy continues for as shown in your Certificate of Insurance.

**Policy**—together this PDS, Premium and Excess Guide, Policy Account, Certificate of Insurance and any Supplementary PDS as well as any other documents we agree with you in writing to form part of the policy terms.

**Policyholder**—The insured named on the Certificate of Insurance who contracts with us. We only cover the interests of the Policyholder and other persons expressly referred to in this policy (who are not contracting parties) and not of any other person.

**Policy Account**—document that sets out information specific to you such as the monthly instalment payments due, the date it will be deducted from your nominated account and the relevant risk insured.





**Premium**—the amount you pay for your insurance. This includes GST and government taxes and charges. The Premium and Excess Guide provides more important information on your premium which you must read to understand how this policy works.

**Premium and Excess Guide**—the document of that name issued by us which expressly states that it is incorporated into this PDS version and is noted as current as at the date you access it. However, if before you purchase this insurance we issue you with a more current Premium and Excess Guide stating that it replaces any prior versions in relation to this PDS, it will be incorporated in the PDS instead from that time.

The Premium and Excess Guide is available to access publicly at [www.ubicar.com.au/policy-documents](http://www.ubicar.com.au/policy-documents) or you can request a copy from us at no charge. Please note that before you decide to buy this insurance we will always provide you with the Premium and Excess Guide that will apply on purchase.

The Premium and Excess Guide provides you with important information in relation to your premiums and Excesses that can apply under your Policy which you need to understand before making a decision. It must be read with this PDS and other relevant policy documents.

**Related bodies corporate**—has the same meaning ascribed to that term in the *Corporations Act 2001* (Cth).

**RAC Group**—RAC Insurance and its Related bodies corporate.

**Rate per km**—the agreed rate of kilometres specified in your Certificate of Insurance. We multiply this rate by the relevant kilometres determined as part of calculating either Actual Usage premium amount or Estimate usage premium amount as applicable. Refer to the Premium and Excess Guide for detail.

**Tech Cost**—the administrative costs of providing this insurance, as referred to in the Premium and Excess Guide.

**Terrorism**—includes but is not limited to the use of force or violence and/or threat, by any person or group of persons done for or in connection with political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Total Loss**—When we decide to pay you the agreed value that applies under your policy.

**UbiCar App**—means the current UbiCar App located <https://apps.apple.com/au/app/ubicar-fair-car-insurance/id1292100529> or <https://play.google.com/store/apps/details?id=com.ubigroup.ubicar> including updates.

**UbiCar Device**—the Onboard Diagnostic (OBD) device provided by UbiCar to you in relation to this policy which is used to collect and transmit kilometre and car data used in determining the Actual Usage premium amount.

**UbiCar Group**—UBI Technology Pty Ltd and its Related bodies corporate.

**UbiCar Insurance**—UbiCar Insurance Pty Ltd (ABN 83 601 223 858).

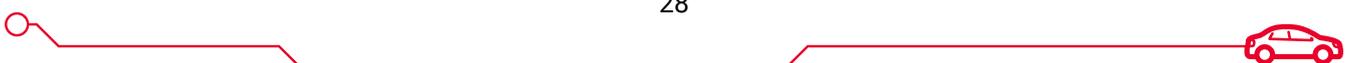
**We, Us, Our**—RAC Insurance (acting through its agent UbiCar Insurance Pty Ltd as specified in this PDS).





**You, Your**—the person(s) or entity named as the policyholder and/or where relevant Nominated driver(s).

**Your car**—the car described in your Certificate of Insurance, including its modifications and car accessories.





# Financial Services Guide

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## Who provides the services described in this Financial Services Guide (FSG)?

UbiCar Insurance Pty Ltd (ABN 83 601 223 858; AFSL 469073) holds an Australian Financial Services Licence (AFSL) and provides financial services which include general product advice about the UbiCar Insurance policy. When UbiCar Insurance provides you with general product advice it is responsible under its own AFSL for that service.

RAC Insurance Pty Limited (ABN 59 094 685 882; AFSL 231222) (“insurer”) is an authorised general insurance company specialising in general insurance products and has given UbiCar Insurance a binding authority to issue UbiCar Insurance policies and settle claims as well as administer those policies on behalf of the insurer. Under the terms of this binding authority UbiCar Insurance act as the insurer’s agent and not yours. UbiCar Insurance does not act on your behalf when it issues, renews, cancel or varies any Pay per km policy.

Liability within the terms and conditions of any Pay per km policy remains at all times with the insurer.

## The purpose of this FSG

The purpose of this guide is to help you make an informed decision about whether you wish to use the financial services UbiCar Insurance and the insurer can provide for you.

This FSG together with the Product Disclosure Statement (PDS) provides important information about this UbiCar Insurance and the insurer, the financial services offered, fees charged and by who, the means by which UbiCar Insurance and the insurer are remunerated, potential conflicts of interest and how complaints are dealt with.

To assist you in making an informed decision about whether to choose a financial product you are provided with a Product Disclosure Statement (PDS) which will give you information about the particular financial product.

In some instances, UbiCar Insurance may make a general recommendation or give an opinion about the general insurance product. UbiCar Insurance does this without reference to your specific individual financial needs, circumstances or objectives. This is general advice only.

When providing general advice, UbiCar Insurance is not acting on your behalf. You must consider the appropriateness of any specific information given to you by UbiCar or the insurer’s Insurance. You should have regard to your specific individual financial needs, circumstances or objectives.

## How we are paid

The insurer receives all premium paid by you as described in this PDS and the Premium and Excess Guide.

UbiCar Insurance receives income from the following services:

UbiCar Insurance receives a commission paid by the insurer of up to 20% of the premium for arranging and issuing business on behalf of the insurer. The commission is calculated as a percentage of the premium, excluding applicable statutory and government taxes or charges.





UbiCar also charges you a Tech Cost on the terms and as set out and explained in the Premium and Excess Guide.

UbiCar Insurance may also receive a share of profit earned by the insurer if the insurer makes an underwriting profit in accordance with the underwriting target it has set. This amount is calculated and paid retrospectively only when the insurer exceeds its underwriting targets in a given year.

UbiCar Insurance staff are paid a market salary and may also receive a bonus or other incentives based on their performance.

## **Addressing Complaints**

Customer satisfaction is a priority for us. If you have a complaint about the financial services UbiCar Insurance or the insurer have provided, please follow the steps for resolution of complaints set out on page 23.

## **Compensation Arrangements**

UbiCar Insurance holds professional indemnity policy insurance covering errors and mistakes relating to the provision of financial services by us and our employees (even after they have ceased to be employed). Its professional indemnity insurance meets the requirements of the *Corporations Act 2001* (Cth).





# Contact

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## Contact UbiCar Insurance

You can contact us:

- By calling: 1300 824 227
- Visit our website: [ubicar.com.au](http://ubicar.com.au)
- By emailing us at: [insurance@ubicar.com.au](mailto:insurance@ubicar.com.au)

UbiCar Insurance Pty Ltd ABN 83 601 223 858 AFS Licence Number 469073

## Contact RAC Insurance

You can contact RAC:

- By calling: 13 17 03
- Visit their website: [rac.com.au](http://rac.com.au)

RAC Insurance Pty Ltd ABN 59 094 685 882 AFS Licence Number 231222

