



# Just Car Third Party Property Damage Car Insurance Premium, Excesses & Claims Guide

This Just Car Third Party Property Damage Car Insurance Premium, Excess & Claims Guide (**Guide**) is designed to provide you with additional information about the excesses that may apply to the Just Car Third Party Property Damage Car Insurance Policy (**Policy**), as well as explain how we calculate premiums for, and pay claims under, the Policy.

You should read this Guide together with our Third Party Property Damage Car Insurance Policy – Product Disclosure Statement (**PDS**), which shows a completion date of 26 November 2010 on page 3, your policy schedule and any Supplementary PDSs we have given you. Words defined in the PDS have the same meaning in this Guide.

**This guide applies to policies with a start date on or after 23 February 2015, or a renewal date on or after 6 April 2015.**

## 1. How does Just Car calculate your Policy premium?

When you apply for Just Car third party property damage car insurance, we will always ask you some important questions including about your car and the driving and claims history of those who will drive it.

Once you have told us the information we need, we will assess it based on what we call pricing factors. We take a number of pricing factors into account when we calculate your Policy premium.

Significant factors affecting your premium may include a combination of some or all of the following:

- The age and gender of the youngest or least experienced driver.
- The driving and insurance history of the youngest or least experienced driver.
- Where the car is usually kept overnight.
- Details about the car you are insuring.
- Whether you have added the fire and theft extension.

We may also take other pricing factors into account, as well as our experience of the incidence and cost of the claims we pay under the third party property damage car insurance we provide. As a general rule, the more likely an event we cover is to occur, the higher the premium we will charge to cover it. Similarly, the more the event costs, the higher our premium is likely to be. The premium also includes our cost of providing and administering your Policy, including the management of any claims on your Policy. We are always working hard to keep that cost low.

Once we have assessed your request for third party property damage car insurance against all our pricing factors, we can calculate a **risk-based premium** that fairly represents the risk you would like us to cover.

### What about government taxes and charges?

The risk premium we charge you is subject to the following taxes and charges:

- Fire Services Levy - This levy only applies in New South Wales.
- Stamp duty - The rate of this duty varies and is set by your state or territory government.
- GST - The rate of GST is set by the Federal Government.

When we add these taxes and charges to your risk-based premium, we will always add any fire services levy first, then GST and then any stamp duty.

### What about discounts?

Discounts can be a significant factor that can affect your risk-based premium. The main discount we offer is a discount for quoting and purchasing your policy exclusively through our website.

From time to time we might also offer discounts or some other special offers as part of a marketing campaign. If we do this, separate terms and conditions may apply. The amount and type of discount offered can change or be withdrawn.

If you are eligible for more than one discount, we usually apply any subsequent discount to the already discounted risk-based premium.

## Total premium

Your total premium is made up of the risk-based premium, less any discounts that apply, plus any applicable government taxes and charges.

When we offer to renew your Policy, the premium we offer is likely to be different to what you paid last time, even if your personal circumstances haven't changed. This is because the effects of some or all of the pricing factors that we take into account are likely to have changed. Changes to government taxes and charges can also impact your renewal premium.

## 2. What excesses apply when you make a claim?

An excess is the amount that you must first contribute towards each claim you make on your Policy. If your claim is for more than one occurrence, you'll need to pay the excess(es) applicable to each occurrence. Depending on the choices you make when you purchase the Policy, and the circumstances of your claim, more than one excess may need to be paid. The amount and types of excess that apply to your policy are shown on your policy schedule.

The different types of excesses are:

Standard	Your standard excess depends on where you live.
Age	This excess is additional to the standard excess if your car was being driven by a person aged between 16-21 and 22-24. The age excess on your Policy depends on where you live. The age excess is also higher for male drivers than female drivers and the age excess is higher for drivers aged between 16-21 compared with those aged between 22-24.
Vehicle	This excess is additional to any other excess(es) and applies due to your type of car. A vehicle excess can range from \$200 to \$1,000.
Business	This excess is additional to any other excess(es) and applies if we insure the car for certain business uses. If applicable, the business excess is \$400.
Named Driver	This excess is additional to any other excess(es) and applies during the first year of your policy if your car was being driven at the time of the accident by a person identified as a named driver on your policy schedule. If a named driver excess applies it will be \$400 or a higher figure we determine, depending on the particular named driver's previous driving and claim history.
Theft	If you have extended your Policy to include Fire and Theft cover, this excess is additional to any other excess(es) if your car is stolen or damaged as a result of attempted theft. A theft excess will be \$500 or a higher figure we determine, depending on your previous theft/attempted theft car claim history.

Some excesses, like the standard excess, will apply whenever you make a legal liability, theft or fire damage claim. When a standard excess applies to your Policy, any age, vehicle, business, named driver or theft excess may also be payable, if it is applicable to the event type. An excess is not payable if you make a valid claim under the uninsured motorist extension of your Policy, since you would have provided to us the name and address of the responsible driver, as well as their vehicle's registration number.

See page 18 of the PDS, and the actual excesses shown on your policy schedule, for full information about the excesses that apply to your Policy and when and how they are to be paid or deducted.

The next section of this Guide shows examples of claim payments, which include excess payments and deductions.

## 3. How does Just Car pay a third party property damage car insurance claim?

When you make a claim on your Policy we will ask you questions about what you are claiming for. We may also ask you to provide us with documents to support your claim or ask you to explain what has happened in person.

Once we have all of the information we need to assess your claim, we will consider what you have claimed for against the Policy cover you have purchased. Each of the covers under the Policy has a maximum payout limit. These limits are shown either in the PDS or on your policy schedule.

If we are satisfied that your claim is in order, we will finalise any excess payment you need to make or deduct your excess from our payment. Depending on how we decide to settle your claim, we may make a payment directly to you (or to the person who owns the car), or to the provider of the goods or services or to someone who has claimed against you.

In the rare instance that we do not accept your claim, we will always tell you why and give you information about how you can have our decision reviewed, at no cost to you.

## Claim payment examples

The following claim payment examples show how Just Car pays three of the most common types of third party property damage car insurance claims. They are only examples; Just Car always determines real claim payments on an individual basis, after we have assessed each claim.

Index of claim payment examples:

1. A legal liability claim where someone is making a demand against you
2. A claim for damage to your car caused by an uninsured motorist
3. A claim for the theft of your car (includes a write-off payment)

Notes about the claim payment examples:

- All examples (including excesses) are based on a policyholder living in **New South Wales**.
- All amounts are shown in Australian dollars and are GST-inclusive.
- All examples assume that the policyholder is not registered for GST.
- Example 3(c) assumes that the Policy has been extended to cover fire and theft for the car's market value up to \$10,000.
- You should read the PDS and your policy schedule for full details of what we cover as well as what policy limits and exclusions apply.

### 3(a) A legal liability claim where someone is making a demand against you

You are a 23 year old male. When driving to work one morning in heavy traffic you are unable to stop in time and collide with the rear of a station-wagon in front of you. Neither driver is injured, however you have damaged the other car and crushed its rear number plate. You stop at the scene and exchange details with the other driver.

The following week you receive a letter from the owner of the station-wagon. It requests a total payment of \$3,837 and includes a quote from a smash repairer and a note explaining that the cost of a replacement number plate is \$37. You call Just Car and lodge your legal liability claim. We ask you to send in a copy of the letter and the quote, and we ask you to pay your excess of \$1,075 by credit card (standard excess of \$625, and age excess of \$450).

We review your claim and agree that you were responsible for the accident. In our view the quote provided by the other car's owner is excessive. The fair cost of repair is \$300 lower, at \$3,500. Inclusive of the number plate replacement cost, we settle the claim against you in full by paying the other car's owner \$3,537. This payment is accepted and you don't need to negotiate with the other car's owner directly.

We settle the demand against you on the following basis:

How much we pay	Additional information	What policy limits apply?
\$3,537	We send a cheque to the owner of the station-wagon for your full legal liability. The owner can use this money to pay for the fair cost of repairs and for the replacement number plate.	We cover the cost of accidental damage caused by your car to other people's property. We pay up to \$20 million for all claims arising from the one event

In the above example our payment is based on the following section of the Policy:

- Legal liability (see page 12)

See the following pages for more claims examples.

### 3(b) A claim for damage to your car caused by an uninsured motorist

One afternoon whilst driving your car home from a friend's house, you collide with another car that has failed to give right of way at a roundabout. The driver of the car behind you witnesses the accident.

Your car is still driveable and no one has been injured. The driver who caused the accident stops and tells you that they have no insurance. You then obtain their name, address and their car's registration number. You are also able to obtain the name and contact details of the witness, who stopped at the scene.

You call Just Car from the accident scene and provide us with the other driver's details. Shortly after speaking with you we contact the third party and are satisfied that they have no car insurance.

We review the circumstances of your claim and agree you are entitled to claim under the uninsured motorist extension of your Policy. This is the case since you were not responsible for the accident, the driver who was responsible was uninsured at the time of the accident and you have provided us with their name, address and their car's registration number.

We assess your car as being repairable, at a cost of \$2,525. We organise the repairs and keep you informed of the progress. Once the repairs have been completed you are contacted and advised when you can pick up your car.

There is no excess to pay on an uninsured motorist extension claim, since Just Car is in a position to attempt to recover the cost of your car's repairs directly from the responsible driver.

We would calculate our claim payments on the following basis:

How much we pay	Additional information	What policy limits apply?
\$2,525	We pay the repairer for the full cost of authorised repairs to your car.	The amount covered for the uninsured motorist extension is the current market value of the car up to \$3,000.
<b>Payment: \$2,525</b>	<b>This is the total amount we pay to settle your claim.</b>	

In the above example our payment is based on the following section of the Policy:

- Damage caused to your car by an uninsured motorist (see page 6)

### 3(c) A claim for the theft of your car (includes a write-off payment)

When you purchased your Policy you paid us an additional premium to extend it to cover damage caused by fire or theft for the current market value of your car up to \$10,000.

Four months after you purchased your Policy you park your car at a local shopping centre where you meet some friends for dinner and a movie. When you return to your car park you discover your car is missing.

You call the New South Wales Police and report that your car has been stolen. The Police give you a report number and a few hours later you call Just Car to lodge a claim.

**Important note:** page 13 of the PDS states that you must contact the police and Just Car as soon as you believe your car has been stolen.

When you lodge your claim we tell you that your total policy excess is \$825. This excess is made up of a standard excess of \$625 and a vehicle excess of \$200 due to the high performance nature of your car.

At the time of your claim we assess your car's market value to be \$11,500. After speaking with you about the circumstances of the theft of your car we ask you to provide relevant documentation that shows you own it. 14 days then pass and your car isn't found. At that time we are satisfied that your claim is in order and agree that your car is considered a write-off under your Policy.

In this example we would pay you \$9,175, since the maximum amount covered for theft is \$10,000 and we deduct your total policy excess of \$825. We deposit the payment of \$9,175 into your bank account.

Since Just Car has settled your write off claim, your Policy comes to an end and there is no refund of any portion of your premium. When you purchase another car, you'll need to organise a new insurance policy.

We would calculate our claim payments on the following basis:

How much we pay	Additional information	What policy limits apply?
\$9,175	<p>Although your car had a market value of \$11,500 when it was stolen, the limit of our liability to you is \$10,000, which is the maximum amount covered under the fire and theft extension of the Policy.</p> <p>From the \$10,000 we deduct your \$825 total policy excess.</p>	<p>The amount covered for the fire and theft extension is the current market value of your car up to \$10,000.</p> <p>The agreed value we pay may be reduced by:</p> <ul style="list-style-type: none"> <li>i) any excess that applies to your policy;</li> <li>ii) the value of any unpaid premium at the time we make our payment; and</li> <li>iii) the value of your damaged car (or any part of it) if you wish to keep it.</li> </ul> <p>Depending on where you live we may also reduce your agreed value payment by the value of the unexpired portion of your car's registration and CTP insurance premium. This is because in some parts of Australia you are entitled to collect these unused amounts from the Road Authority and your CTP insurer.</p>
<b>Payment: \$9,175</b>	<b>This is the total payment we make to you in this claim.</b>	

In the above example our payment is based on the following sections of the Policy:

- Fire and theft extension – an additional premium is payable (see page 6)
- What happens when we make a write-off payment (see page 15)

## Do you need to make a claim?

Hopefully, you never need to. But if you do, Just Car is here to help you. Our **Claim Department's** hours of operation are shown below – they include all public holidays and are AEST.

Monday – Friday	8:00am – 8:00pm
Saturday	8:30am – 5:00pm
Sunday	10:00am – 5:00pm

Everyone's car insurance claim will be different. So if you need to make a claim, contact us as soon as you can. We will ask you about what happened and explain our claims process.

Your claim will always be assessed against the policy cover you purchased, which is described in the PDS and your policy schedule.

### You can contact us:

**By phone:** 13 13 26

For quotes and policy enquiries our **Contact Centre's** hours are shown below - they include selected public holidays and are AEST.

Monday – Friday	8:00am – 6:00pm
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**By our website:** [justcarinsurance.com.au](http://justcarinsurance.com.au)

**By email:** [contactus@justcarinsurance.com.au](mailto:contactus@justcarinsurance.com.au)

**By mail:** GPO Box 4663, Melbourne, Victoria, 3001

## 4. Financial Claims Scheme

The policy described in this Guide may be a protected policy under the Federal Government's Financial Claims Scheme (**FCS**) which is administered by the Australian Prudential Regulation Authority (**APRA**).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at [apra.gov.au](http://apra.gov.au) or by calling 1300 55 88 49.