

The background of the page is a light gray map of a city grid. Several rectangular areas on the map are highlighted in a light green color, representing specific locations or zones. The map lines are thin and light gray, creating a subtle grid pattern.

# KOBA PAY-PER-KM CAR INSURANCE

**COMBINED FINANCIAL SERVICES GUIDE +  
PRODUCT DISCLOSURE STATEMENT**

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## Part A: Product Disclosure Statement

### About Us and this Product Disclosure Statement

#### Welcome and thank you for choosing KOBA

KOBA is a new kind of car insurance, inspired by the way we currently live, work & play.

Pay only for what you use, with our Pay per KM Car Insurance that gives you the ability to track your own car usage. Our cover is designed for people who drive less, so we count the kilometres you drive to help work out the cost of your insurance.

#### Contact Us

If you need to make updates, or have any questions, you can:

- / Use our App to manage your Policy, get in touch or notify us of a claim
- / Email us at [hello@kobainsurance.com.au](mailto:hello@kobainsurance.com.au)
- / Call us on **03 6159 2000**
- / Seek online support and answers to most other queries (including how to give us access to your Vehicle Data, or how to fit the KOBA Rider), online at [help.kobainsurance.com.au](http://help.kobainsurance.com.au)

### About this Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information and sets out the terms and conditions of your KOBA Car Insurance Policy. Please read it carefully to decide if this product is right for you.

#### Preparation date: 31/10/2021

The information in this PDS was current at the date of preparation. From time to time, we may include more up-to-date information in the PDS that is not materially adverse without notifying you. Please contact us at [kobainsurance.com.au](http://kobainsurance.com.au) for a free copy of these updates. In some circumstances, the terms and conditions of this PDS may be amended by a Supplementary PDS.

If you buy a Policy from us, your Policy, and our agreement with you, is made up of this combined PDS and Financial Services Guide (FSG), any Supplementary PDS (SPDS) we may issue, together with your Insurance Certificate.

#### Some words have special meanings

This PDS uses words that have special meanings. For the definitions of these words, refer to the "Words with special meanings" section of the PDS on page 7.

## GST

All dollar amounts described in your Policy include GST, unless stated otherwise.

## Who is this product for?

To understand who this product has been designed for and if the cover is likely to be consistent with your needs, objectives and financial situation, you can review the Target Market Determination document, which is available on our website at [kobainsurance.com.au](http://kobainsurance.com.au)

To be eligible for cover under this product you must:

- / own a registered and roadworthy passenger vehicle (including 4WDs, utilities and some vans) that is either OBDII compliant or is a "Connected Car" with internet connectivity capability
- / be comfortable having your driving patterns recorded using information provided by either Your Car's connected data or data supplied by an on-board OBDII device
- / drive Your Car less than 15,000 kilometres per year
- / be comfortable with a digital-first approach which requires you to use app and website features to buy and manage your insurance
- / meet the KOBA underwriting acceptance criteria

## About Us

### About the insurer

Eric Insurance Limited ABN 18 009 129 793 Australian Financial Services Licence (AFSL) 238 279 (eric), is the issuer and underwriter of this insurance product. eric is responsible for the content of this PDS and the cover provided under the KOBA Car Insurance Policy.

eric can be contacted on:

Address	PO Box 9106, Scoresby VIC 3179
Telephone	1800 999 977
Web	<a href="http://www.ericinsurance.com.au">www.ericinsurance.com.au</a>
Email	<a href="mailto:info@ericinsurance.com.au">info@ericinsurance.com.au</a>

### About KOBA

KOBA Insurance Pty Ltd ABN 33 642 789 286 (KOBA) is an Authorised Representative (AR 001288655) of eric.

KOBA has a binding authority to issue and administer this insurance on behalf of eric. KOBA acts as an agent for the insurer, not as an agent for you.

# Key Features

A KOBA Pay per KM Car Insurance Policy is stacked with features that mean you can enjoy the savings that come with being a lower kilometre driver, while still having peace of mind about what you're covered for if something does happen.

Please bear in mind that this is a summary only and you need to read this PDS, any applicable SPDS and your Insurance Certificates thoroughly to understand the full details of our cover and any limits, exclusions and conditions that apply.

Cover	Included
Loss or damage to Your Car up to the Agreed Value	Yes
Legal liability to pay compensation for the loss of, or damage to, other people's property up to \$20m	Yes
Baby capsules & child seats up to \$500 each and \$1,000 in total	Yes
Emergency repairs up to \$500	Yes
Emergency travel & accommodation up to \$500 if more than 200km from home	Yes
Hire car or Alternative transport after theft up to \$70 per day to maximum of 14 days	Yes
Locks & keys up to \$1,000	Yes
New car replacement within first 24 months registration	Yes
Personal items up to \$500	Yes
Reasonable costs for towing & storage	Yes
Trailer cover up to \$1,000	Yes
Hire car or Alternative transport cover for incidents other than theft, up to \$70 per day to a maximum of 14 days	Optional
Excess-free glass cover for damage to your windscreen or window	Optional
Additional features	Included
Monthly usage payment	Yes
No lock-in or cancellation fees	Yes

Track Your Car usage	Yes
Lifetime guarantee on authorised repairs	Yes
Flexible Excess choices for your Basic Excess	Yes

## Words with special meanings

<b>Activated, Activate</b>	The status of your Policy with us, once you've given us permission to access data from your Connected Car, or the KOBA Rider is plugged into Your Car and has told us it's ready to track kilometres.
<b>Agreed Value</b>	The amount we agree to insure Your Car for, during a Policy Period. It is the maximum amount we will pay for loss or damage to Your Car and is shown on your Insurance Certificate.
<b>App</b>	The KOBA mobile application, available on supported Apple phones (via the App Store) or Android phones (via Google Play).
<b>Billing Month</b>	The Billing Month commences on the day of the month your Policy Period starts. Your Driving Premium is charged at the end of each Billing Month and is payable by your monthly due date. You must pay your Driving Premium by the due date.
<b>Connected Car</b>	A compatible car that's connected to the internet, so that we can collect your Vehicle Data without the use of a KOBA Rider.
<b>Driving Premium</b>	The part of your Premium that covers you while driving. This is calculated as your Per-kilometre Rate multiplied by the number of kilometres driven in a Billing Month.
<b>Excess</b>	The amounts you contribute towards the cost of your claim. Excesses are described under the "Excesses" section of this PDS and the amount and types of Excesses that apply to your Policy are shown on your Insurance Certificate and in the App.
<b>Estimated Usage</b>	For the first Policy Period, this is your estimate of the annual kilometres that Your Car is driven, which you provided to us during your new Policy application. For renewal Policy Periods, this is the annual kilometres you have travelled, according to your Vehicle Data, for the immediately preceding Policy Period.



<b>Fixed Premium</b>	Your Fixed Premium covers Your Car while you're not driving, and provides cover for Incidents that can happen when you're not driving, such as hail, fire or theft for example.
<b>Household Member</b>	A person of legal driving age who resides in the same household as you.
<b>Incident</b>	An event that is sudden, unforeseen, unexpected and unintended by you and which is covered under this Policy.
<b>Insurance Certificate</b>	Your most current Policy document we provide you that shows details specific to your Policy. This includes information such as, the applicable Per-kilometre Rate and Excess.
<b>Journey</b>	The route taken between where you start Your Car's engine and where you switch the ignition off.
<b>KOBA</b>	KOBA Insurance Pty Ltd, ABN 33 642 789 286.
<b>KOBA Admin Fee</b>	The separate fee charged by KOBA on first purchase and each renewal of a Policy to help cover the administrative costs incurred by KOBA in providing this insurance. For example, data transmission, connection and device costs. The KOBA Admin Fee is not part of the Premium.
<b>KOBA Rider</b>	The telematics device including accessories plugged into Your Car's OBD II port that provides us with data on the use of Your Car.
<b>Listed Driver</b>	Any driver you have told us about and we have agreed to cover. All Listed Drivers are shown on your Insurance Certificate or in the App.
<b>Per-kilometre Rate</b>	The amount you'll be charged per kilometre for each Journey in Your Car insured on this Policy. Your Per-kilometre Rate can be found on your Insurance Certificate and in the App. The Per-kilometre Rate is multiplied by the kilometres you drive in a Billing Month in order to calculate your Driving Premium.
<b>Policy</b>	Your Policy is made up of this PDS, any Supplementary PDS we may issue together with your Insurance Certificate.
<b>Policy Period</b>	The period of time between the Policy Period start date and end date as shown in your Insurance Certificate and in the App, unless ending earlier in accordance with the Policy terms.





<b>Premium</b>	<p>The total amount you pay for the cover you've chosen for a Policy Period, made up of the Fixed Premium and Driving Premium. It includes government taxes such as GST and any other duties or charges that apply.</p> <p>This amount does not include KOBA's Administration Fee.</p>
<b>Substitute Car</b>	<p>A Substitute Car is a car that you are using free of charge while Your Car is being repaired, serviced or has broken down. A hire car or a car you own is not considered a Substitute Car.</p>
<b>Total Loss</b>	<p>Damage sustained to Your Car which in our reasonable opinion makes it unsafe or uneconomical to repair in comparison to the Agreed Value for which we have insured Your Car or when Your Car is stolen and not recovered within 14 days of the theft.</p>
<b>Vehicle Data</b>	<p>Data collected from Your Car by either our KOBA Rider or via Your Car's inbuilt connectivity capability.</p>
<b>We, us, our</b>	<p>The issuer and insurer of the Policy, Eric Insurance Limited ABN 18 009 129 793 AFSL 238 279 (acting through its agent KOBA as specified in this PDS).</p>
<b>You, your, yours</b>	<p>The person(s) named in the Insurance Certificate as the Policyholder.</p>
<b>Your Car</b>	<p>Any car that we have agreed to cover as shown on your Insurance Certificate or in the App. Your Car includes the standard accessories and the options that are fitted and that we accept during the underwriting process.</p>

## How your Pay per KM Car Insurance works

Unlike traditional car insurance, your KOBA Policy is based on the idea that you should only pay for what you use. This is what we call Pay per KM Car Insurance.

To help you manage the cost of Your Car insurance, the Driving Premium is monthly-based, making it easier for you to track how much you're using Your Car.

## Your Policy costs

### Your Premium

Your Premium is the amount you pay us for your insurance and is made up of:

1. Your **Fixed Premium** which is an annual amount you pay up front at the start of the Policy Period and at renewal. This covers you for Incidents that can happen when you're not driving, such as hail, fire or theft for example.
2. Your **Driving Premium**, which is calculated as your Per-kilometre Rate multiplied by the number of kilometres you've driven in the Billing Month. This part of the Premium is paid at the end of each Billing Month within the Policy Period.

It is a condition of our cover that you must pay your Fixed Premium at the start of your Policy and on renewal and your Driving Premium each month on the monthly due date as set out in the App. If payment of the monthly Driving Premium is not made, we may cancel your Policy.

### Other costs

In addition to the insurance Premium, we charge an annual KOBA Admin Fee of \$55 which helps to cover the cost of collection, processing and storage of your Vehicle Data.

The KOBA Admin Fee is paid annually, when you purchase a Policy and when you renew.

### If you have a KOBA Rider device

A KOBA Rider fee of \$80 also applies if you are responsible for damaging the KOBA Rider or if you do not return the KOBA Rider to us in accordance with the terms and conditions of this Policy. For full details of when this fee applies, please see the following sections of this PDS:

- / "What happens if your Policy is not Activated" on page 14
- / "Automatic renewal" on page 16
- / "Cancelling: If you have a KOBA Rider Device" on page 18

The KOBA Rider fee helps to cover the costs of sourcing and configuring the KOBA Rider device.

### What can affect the price you pay?

The amount you pay each month for your Driving Premium will change according to how much you have driven. When you buy a Policy with us, the KOBA App is available to view a real-time electronic reconciliation of each Journey, your start and stop locations, number of kilometres travelled and how much your Driving Premium is costing you each month.

Some of the key factors that may influence your Fixed Premium and the Per-kilometre Rate of your Driving Premium include:

- / The make and model of Your Car
- / Your Car's Agreed Value

- / Where you keep Your Car
- / The age and gender of drivers listed on your Policy
- / The claims history of drivers listed on your Policy
- / How you use Your Car
- / Whether there is finance on Your Car
- / GST and any other applicable government taxes and charges
- / Any expenses we may incur in relation to the administration of your Policy
- / Other underwriting criteria (e.g. residential status)

## Monthly payments

Your Driving Premium is charged at the end of each Billing Month and is payable by your monthly due date. You must pay your Driving Premium by the due date.

If you make a claim which results in the end of your insurance Policy, we will deduct any unpaid Driving Premium from any claim amount we pay.

Your Fixed Premium and the KOBA Admin Fee is only payable up front when you first purchase a Policy and when you renew.

## Overdue monthly payments

If a monthly payment is overdue, we will send you notification of the overdue payment and advise you of our process and the timeframe to make the payment.

If we still do not receive your payment, we will send you a notice in writing informing you that your Policy is being cancelled for non-payment.

We can cancel your Policy:

- / by giving you at least 14 days advance notice; or
- / without advance notice, once a monthly payment is at least 1 month overdue.

If we cancel your insurance cover because a monthly payment is unpaid, your insurance cover will end on the date of cancellation set out in the notice of cancellation.

We can refuse to pay a claim if the monthly payment is 14 calendar days (or more) overdue.

If we do accept a claim when your Policy is overdue, and before your Policy has been cancelled for non-payment, you'll need to pay the overdue amount before we make any payment in relation to the claim. If we're settling your claim with a payment to you, we can reduce the payment by any overdue amount.

## Kilometre tracking and Activating your Policy

### How we track your kilometres

We track your kilometres to calculate your Driving Premium and depending on the make and model of Your Car, we'll count the number of kilometres you drive in one of two ways:

## 1. **KOBA Rider device**

Most cars have a small port under the steering wheel called the On-Board Device (OBD) Port. KOBA will send you a KOBA Rider device (about the size of a matchbox) and instructions regarding how to install it. It will be easy to plug into the OBD Port directly, and this will automatically generate information about your trips at the end of each Journey.

## 2. **Connected Cars (Tracker-less)**

If Your Car is already connected to the internet through its own app or compatible Connected Car service, you can connect directly to the App and share approved car data with KOBA. This allows KOBA to measure your kilometres driven by directly connecting to Your Car, and provides Your Car's manufacturer permission to send information to KOBA automatically once you Activate your Policy.

We will advise you which option is applicable to your Policy.

We use GPS to measure the distance you have travelled for each Journey rather than Your Car's odometer reading. This may result in small variances from what you might see on Your Car's odometer.

## **Capping your kilometres**

To protect you from paying much more than you planned in case you decide to make an extended Journey or have a high usage period, we cap the kilometres charged to you.

You will only ever pay your Per-kilometre Rate for a maximum of:

1. 250 kilometres in one day, and;
2. 1,750 kilometres in one Billing Month

We will notify you when you reach these limits. If you regularly reach these cap limits during your Policy Period, it may be that this product is not right for your circumstances and we may decide not to offer to renew your Policy.

## **What Vehicle Data do we collect?**

We know that data privacy is paramount and your trust is important to us.

KOBA uses your Vehicle Data to manage your Policy, any claims you make and offer you a best in class service that is personalised for your needs. We use your Vehicle Data to offer fair and transparent pricing, as well as better understand what happened if you need to make a claim.

The data will be collected, transmitted and stored in accordance with our Privacy Policy (see "Your privacy" on page 35 of this PDS)

We may collect the following information:

- / The location of Your Car and the roads you've driven on.
- / The date and time of day driven.



- / The distance driven, and the time used to drive that distance.
- / The speed and acceleration of Your Car.
- / The smoothness of your braking, accelerating and cornering.
- / Other vehicle information such as the Vehicle Identification Number (VIN) and engine fault codes.
- / Information about an Incident involving Your Car, which may include the time, date, location and area of impact or damage to Your Car.

Please note:

- / We will not share any information about how you drive with anyone else unless we're required to do so by law; and
- / We may use this information in the handling of any claim you make to verify the circumstances of an Incident, the extent of our liability and to help speed up the process for you. We may make some of this information available to you in the App as a service to improve your safety and the care and costs associated with Your Car.

## Activating your Policy

This Policy is designed to work based on your agreement to allow us to track Your Car's Vehicle Data. Having your Policy Activated with KOBAs means that we're ready to track your Vehicle Data.

With a KOBAs Rider, this means the device is plugged into Your Car and it has told us it's ready to track kilometres or, in the case of a Connected Car, once you've given us permission to access data directly from Your Car.

In order to charge the right Driving Premium, KOBAs must be connected to Your Car in either of the ways described above so that we can calculate the amount of kilometres you drive. If you buy your Policy and Activate it before the Policy Period starts, don't worry, we won't charge you for any kilometres until your Policy has started.

It is a condition of our cover that our connection to Your Car (either through the KOBAs Rider, or Connected Car capabilities) remains active throughout the term of your Policy so you are charged correctly.

### Activating your Policy with a KOBAs Rider

1. We will send you a KOBAs Rider via post.
2. We'll include instructions on how to plug it in and Activate it.
3. It usually plugs into a socket just under Your Car's dashboard (the OBDII port), but the location of this depends on the make and model of Your Car. We're always here if you need any help.
4. Once the KOBAs Rider is plugged in, connected to power and with an active mobile phone signal, the device will send us a message to let us know you're now connected. You will see your Policy Activate in your App, with kilometres driven starting to show up automatically after each Journey.



**You must Activate your KOBA Rider within 14 days of your new Policy start date.**

When you buy a new Policy, you are covered by our insurance from the Policy Period start date stated in your Insurance Certificate, but we understand it takes time to post the KOBA Rider to you.

We allow up to 14 days from your Policy Period start date to get your Policy Activated or you may be charged the maximum daily kilometre amount (see "What happens if your Policy is not Activated" on page 14).

### **Before your Policy is Activated**

If your cover starts before the Policy is Activated, the Driving Premium will be calculated during the period between the Policy Period start date and date of Activation ('Pre-Activation Period') using the Estimated Usage you gave us when you bought the Policy. We work out your average daily kilometres from your Estimated Usage and multiply that by your Per-kilometre Rate for the number of days during the Pre-Activation Period.

### **Once you Activate your Policy**

Once your Policy is Activated, your Driving Premium will be charged for actual kilometres measured by your Vehicle Data at the Per-kilometre Rate applicable to your Policy.

## **Activating your Policy for Connected Cars**

1. You will need to provide us with permission to connect to Your Car and we will email you instructions on how to do this via your App.
2. Once your Policy is Activated, your daily kilometres will begin to show up automatically.

**You must Activate your Connected Car within 48 hours of your new Policy start date.**

If your Policy is not Activated within 48 hours of your Policy Period start date, you may be charged the maximum daily kilometre amount (see "What happens if your Policy is not Activated?").

## **What happens if your Policy is not Activated?**

### **For a new Policy**

If you haven't Activated your Policy within:

- / 14 days from the Policy Period start date when using the KOBA Rider, or;
- / 48 hours from the Policy Period start date when using a Connected Car,

we will estimate the number of kilometres you are driving each day at the maximum daily kilometre rate of 250 kilometres up to a maximum of 1,750 kilometres in a Billing Month.

If you have not Activated your Vehicle Data within 21 days of your Policy commencing, we may cancel the Policy.

### **For an existing Policy**

You must keep your Policy Activated at all times during the Policy Period. If we are unable to access your Vehicle Data we will advise you of this.



You must provide us with reasonable assistance to help determine why this is the case and take reasonable steps to help us resolve the issue. If not, we may cancel the Policy.

If you are using a KOBA Rider, you must not tamper with it or attempt to access the software on it.

If your Vehicle Data becomes inaccessible during the Policy Period because you have tampered with, or removed the KOBA Rider device, or because you have interfered with Your Car's connected data, you will still be covered, however we will estimate the distance you've driven at the maximum 250 kilometres per day up to a maximum of 1,750 kilometres a month, charged at your Per-kilometre Rate until your Policy status is Activated. If you make a claim for an Incident that occurs during a period in which your Vehicle Data is inaccessible because you have unplugged or tampered with the KOBA Rider, an additional Disconnected Vehicle Data Excess will apply (see "Types of Excesses" on page 32).

If your KOBA Rider is tampered with or unplugged for a total period of 7 days during your Policy Period and we have not been notified of a fault or issue with the KOBA Rider, we may cancel your Policy in accordance with the Cancelling section of this PDS. We will contact you each time your device has been tampered with or unplugged for a day, to see if we can assist.

If your Vehicle Data is inaccessible for other reasons, we will estimate the distance you've driven using the daily average kilometres calculated from your Estimated Usage apportioned across the number of days your Vehicle Data is inaccessible.

If you want to keep your costs lower, keep your Policy Activated!

#### **If your KOBA Rider needs to be replaced**

If you notice the KOBA Rider isn't working as it should be, let us know as soon as possible and we'll send you a replacement. Of course, we'll notify you if we spot anything wrong with it at our end. If after looking at all the facts we find that you are responsible for damaging the KOBA Rider, you'll be charged the KOBA Rider fee shown in your current Insurance Certificate to replace it, otherwise we'll replace it free of charge (including the postage).

If we've sent you a replacement device in good faith, you must return the original faulty device to us. If you don't return the original device we may charge the KOBA Rider fee.

For the period your Policy is not Activated while waiting for delivery of your replacement device, we will estimate the distance you have driven using your Estimated Usage apportioned across the number of days until your Policy is Activated again. After receiving your replacement KOBA Rider, you must re-Activate your Policy as soon as is reasonable.

## **Renewing**

All KOBA policies are annual policies. Each year, you may be offered renewal of the Policy, as a new contract.



Each time you renew, your Policy costs may change, even if your Policy information doesn't change. This is because the Policy costs are also affected by things such as our expenses of doing business.

## Automatic renewal

When we offer renewal, we'll be in touch no later than 14 days before the expiry date of your current Policy with a renewal invitation which will tell you when your current Policy will expire, the terms of the renewal offered including your renewal Premium, KOBA Admin Fee and any changes to your Policy. Make sure you review your renewal invitation carefully to confirm any proposed renewal Policy will continue to suit your needs. For example, you should check the Agreed Value stated on your renewal invitation to ensure the level of insurance cover is appropriate to you.

Each renewal is viewed as a separate Policy, and not as an extension of the prior Policy.

We will automatically renew your Policy and charge you for the Fixed Premium and KOBA Admin Fee via direct debit unless we let you know otherwise or if you ask us to not renew it.

If you wish to renew, the Policy will automatically do so when we successfully charge the card saved against your Policy.

If you do not want to take up our renewal offered in a renewal invitation, you must let us know at least one day before the payment due date to ensure funds are not deducted.

If you choose not to renew and you have a KOBA Rider device, you must return the KOBA Rider to us in a working condition. If you do not return it within 14 days of the expiration of your Policy, we will charge you the KOBA Rider fee that is stated on your Insurance Certificate using your card account details held against your Policy.

## Overdue renewal

If your automatic renewal payment is unsuccessful and you have not paid the amount owing on your renewal by the due date shown on the renewal invitation, you will have no cover from that due date.

If there is an unsuccessful payment, we will advise you.

## Keeping your Policy details updated

We are a digital first business, which means you have access to your account, Policy details, and payment details 24/7 in the App. If any information contained in your Insurance Certificate has changed, you need to let us know as soon as possible. Some of the changes you should let us know about include (but are not limited to):

- / Your email address or mobile phone number;
- / Your mailing address and the address at which Your Car is garaged or kept;
- / If you replace Your Car;





- / Changes to Your Car or how you use it;
- / Whether Your Car is under finance or not;
- / Drivers who you want covered under your Policy; and
- / Changes to your driving or criminal record.

To make these and any other changes, login to your account and follow the instructions for changing your cover or updating your Policy information. If it is during business hours, you can also call us at 03 6159 2000 and we can help you change your details.

If you make a change to your Policy information, your Premium may change. If it increases, you may have to make a payment as a condition of the change, and your remaining instalment payments for your Driving Premium may increase because your Per-kilometre Rate has increased. If it decreases, we will provide you a refund with respect to your Fixed Premium and/or reduce your remaining instalment payments for your Driving Premium.

If you don't tell us about a change, you may not be covered under your Policy and it may lead us to reduce or refuse to pay a claim and/or cancel your Policy. If we accept a claim, we may ask you to pay any extra Premium that results from the change and covers the relevant Policy Period.

## Cancelling

### When you can cancel your Policy

You can cancel your Policy at any time. You can do so by logging in to the App and requesting a cancellation of your Policy or by calling us.

If you make a request to cancel your Policy, your cover will end on the date we receive your cancellation request, unless you inform us otherwise and we agree.

### When we can cancel your Policy

KOBA can elect to cancel your Policy as permitted by law and by giving you notice.

For example, we may cancel your Policy if you:

- / Do not comply with the Policy terms and conditions
- / Do not pay your Premium as agreed
- / Do not Activate your Policy within our agreed timeframes
- / Do not keep your Policy Activated during the Policy Period
- / Make a fraudulent claim
- / Misrepresented information when you entered into, made a change to, or renewed your Policy

## Cancelling and your Policy costs

If your Policy is cancelled, you will need to pay the Driving Premium up to the cancellation date. You will be entitled to a refund of any portion of your Fixed Premium and the KOBA Admin Fee that relates to the period after the cancellation date.

We will work out if the difference results in a refund to you or whether you owe us money. In the event of a refund we will credit your nominated card account or in the event you owe us, we will charge your nominated card account. If you are entitled to a refund we will return the amount within 15 business days.

We do not charge any cancellation fees.

The only exceptions to our refund Policy are when the Policy is cancelled:

- / During the cooling off period, in which case we will give you a full refund of the Premium and KOBA Admin Fee (see “Cooling off period” on page 19)
- / Due to fraud, in which case there is no refund of any Premium or of the KOBA Admin Fee.
- / Due to a Total Loss, in which case there is also no refund of any Premium or the KOBA Admin Fee (see “How we settle your Total Loss” on page 30).

## If you have a KOBA Rider device

If your Policy is cancelled, you must return the KOBA Rider to us in working condition within 14 days of your Policy cancellation date. If you do not, we will charge you the KOBA Rider fee of \$80 that is stated on your Insurance Certificate using your card account details held against your Policy.

The KOBA Rider fee may also be used in the calculation of your refund on cancellation to determine whether you are entitled to any refund or whether you owe us.

## Communicating with you

At KOBA, we believe in doing our part to be as sustainable as we can, so we strive to be as paperless as possible. By agreeing to be covered by this Policy, you agree to receive all your Policy documents and KOBA communications electronically via email, SMS and the App. You also agree that we can confirm all transactions with you via email, SMS or the App. Alternatively, you can call us on 03 6159 2000 to confirm any transaction.

This means it is essential that you keep us up-to-date with your correct email address and mobile phone number. You can check and update the contact details we have on-file in your Insurance Certificate or via the App.

## Your duty to answer honestly

You have a duty to answer honestly and take reasonable care not to make any misrepresentations when answering our questions.

This means that when getting a quote, buying or amending a Policy, or renewing a Policy, you need to answer our questions accurately, honestly and completely.

This includes:

- / checking the information we give you when you apply for, renew or amend this Policy; and
- / letting us know if anything's changed or is inaccurate or incomplete.

It's also important to understand that when you answer our questions, you're answering for yourself and anyone else to whom the questions apply.

We rely on your answers and information to decide whether we can insure you, on what terms and for what Premium.

If you don't take reasonable care in answering our questions or correcting the information, you may breach your duty. If that happens, we may reduce or not pay a claim, cancel your Policy or treat it as if it never existed.

## Cooling off period

You may cancel this Policy within 21 days from the Policy commencement date, or the date of commencement of your renewed Policy, and receive a full refund of your Premium and the KOBA Admin Fee.

We can only give you a full refund if you haven't made a claim on your Policy and you have returned the KOBA Rider device to us in working condition.

If you wish to exercise your cooling off rights, please email us at [hello@kobainsurance.com.au](mailto:hello@kobainsurance.com.au) or contact us from the App within this 21-day period.

## What's covered

We've got you covered. KOBA's Comprehensive Car Insurance is designed to cover you for loss or damage to Your Car and also your liability for damage you might cause to other people's property.

### Loss or damage to Your Car

We will cover you for accidental loss (including theft) of or accidental damage to Your Car that occurs during the Policy Period, subject to the terms listed in this section and the Policy, as a result of the following Incidents:

- / Accidental damage
- / Collision
- / Fire or explosion
- / Flood or water
- / Storm or hail
- / Theft or attempted theft
- / Vandalism or malicious act
- / Earthquake

The most we will pay is the Agreed Value for Your Car as specified on your Insurance Certificate, unless we settle a Total Loss under New Car Replacement Cover (see "How we settle your Total Loss" on page 30).

## Additional benefits

You automatically receive the following additional benefits with your Policy, described below.

The following general conditions apply to these additional benefits:

- / We will only pay under these benefits if a claim is payable for accidental loss of, or accidental damage to, Your Car with the exception of Locks and keys.
- / All limits are inclusive of Goods and Services Tax (GST).
- / These benefits are subject to all applicable Excesses (see “Types of Excesses” on page 32).

Benefit	Cover	Limit
Baby capsules and child seats	We pay for accidental loss or damage occurring to baby seats or baby capsules in Your Car.	Up to \$500 for any one item and a maximum of \$1,000 for any one Incident.
Emergency repairs	We will reimburse you for the cost of emergency repairs to make Your Car roadworthy or safe in order to get to your destination.	Up to \$500 in total for any one Incident.
Emergency travel & accommodation	We will pay for your accommodation and emergency travel if you are more than 200 kilometres from home and Your Car cannot be driven.	Up to \$500 in total for any one Incident.
Hire car or Alternative transport after Theft	<p>If Your Car is stolen, we will reimburse you for the costs of any alternative transport.</p> <p>We do not cover:</p> <ul style="list-style-type: none"> <li>/ Running costs for a hire car</li> <li>/ Any deposits or excesses payable for a hire car</li> <li>/ Loss or damage to a hire car</li> <li>/ Liability resulting from use of a hire car</li> <li>/ Costs for transport that does not replace the normal use of Your Car</li> </ul> <p>If you have incurred these costs you must provide us with invoices and reasons for travel to support your claim for this benefit.</p>	<p>Up to \$70 per day until whichever of these events happens first:</p> <ul style="list-style-type: none"> <li>/ A maximum period of 14 days</li> <li>/ Your Car is recovered and repaired</li> <li>/ We've paid you for a Total Loss.</li> </ul>

Benefit	Cover	Limit
Locks & keys	<p>If someone steals the keys to Your Car, or you have lost them, we will pay to replace or recode Your Car's keys, locks or barrels.</p> <p>You must report the theft of your keys to the Police.</p>	<p>Up to \$1,000 for any one Policy Period. Free of Excess for 1 claim per Policy Period.</p>
New car replacement	<p>If Your Car becomes a Total Loss under the terms of the "New Car Replacement" section below, subject to local availability, we will:</p> <ol style="list-style-type: none"> <li>1. replace Your Car with a new car of the same make, model and series including accessories and options; and</li> <li>2. pay the applicable on road costs (transfer fees, stamp duty, dealer delivery costs, registration and Compulsory Third Party insurance) of the new car.</li> </ol>	<p>See "New car replacement" on page 31.</p>
Personal items	<p>If an Incident causes loss or damage to Your Car, we will pay the amount for loss or damage to your personal items in Your Car at the time of the Incident.</p> <p>Personal items are items that are designed to be worn or carried.</p> <p>Not included as personal items are:</p> <ul style="list-style-type: none"> <li>/ Cash, credit cards, cheques, vouchers or tickets</li> <li>/ Child seats or baby capsules</li> <li>/ Tools of trade or items used for business, trade or profession</li> <li>/ Any personal items not owned by you, a Listed Driver or a Household Member.</li> </ul>	<p>Up to \$500 in total for any one Incident.</p>
Towing and storage	<p>If Your Car isn't safe to drive and you need to tow the car before you are able to report the claim to us, we pay the reasonable cost of:</p> <ul style="list-style-type: none"> <li>/ towing Your Car to the nearest repairer or place of safety; and</li> <li>/ storing Your Car</li> </ul>	<p>Reasonable costs for:</p> <ul style="list-style-type: none"> <li>/ 1 tow; and</li> <li>/ storing Your Car from when you make a claim until we settle the claim.</li> </ul>

Benefit	Cover	Limit
Trailer cover	<p>If you authorise the tow on our behalf, you need to provide us with all invoices and receipts.</p> <p>Please note, when we make a decision to tow or store Your Car during the inspection, repair or settlement of your claim, we will pay for those reasonable costs.</p> <p>If an Incident we cover causes loss of, or damage to, your trailer or caravan while it's attached to, or being towed by, Your Car, we pay to repair or replace your trailer or caravan.</p> <p>We will not pay for any contents in your trailer or caravan.</p>	Up to \$1,000 in total for any one Incident.

## Options

You can add the following options to your Policy for an extra Premium.

Any option you have added will be shown on your current Insurance Certificate and applies during the Policy Period. Any options you have selected will be automatically included with any renewal invitation we make, unless you choose to remove those options at renewal.

Option	Cover	Limit
Hire car or Alternative transport	<p>If Your Car is being repaired as a result of an Incident, other than theft, we will reimburse you for the costs of any alternative transport during that time.</p> <p>We do not cover:</p> <ul style="list-style-type: none"> <li>/ Running costs for a hire car</li> <li>/ Any deposits or excesses payable for a hire car</li> <li>/ Loss or damage to a hire car</li> <li>/ Liability resulting from use of a hire car</li> <li>/ Costs for transport that does not replace the normal use of Your Car</li> </ul> <p>If you have incurred these costs you must provide us with invoices and reasons for travel to support your claim for this benefit.</p>	<p>Up to \$70 per day until whichever of these events happens first:</p> <ul style="list-style-type: none"> <li>/ A maximum period of 14 days;</li> <li>/ Your Car is repaired</li> <li>/ We pay your claim for a Total Loss</li> </ul>

Option	Cover	Limit
Excess-free Glass Cover	You won't pay an Excess if you make a claim for damage that only affects your windscreen, sunroof or window glass and no other parts of Your Car.	<u>1 claim</u> per Policy Period

## Your liability for property damage

We will cover your legal liability to pay compensation for the loss of, or damage to, someone else's property that occurs during the Policy Period and is caused by the use of Your Car, a Substitute Car or a trailer or caravan attached to Your Car.

We do not cover loss of, or damage to, the Substitute Car.

We will cover the liability of:

1. You
2. a Listed Driver or other drivers permitted by this Policy who are using the car with your permission
3. a passenger who is travelling in Your Car or who is getting in and out of Your Car with your permission; and
4. your employer or principal if you are using Your Car in the course of your employment or agency.

The most we will pay is \$20 million, including all legal costs we have agreed to pay, for any one Incident.

## What's not covered

No insurance covers everything so it is important to understand the exclusions of your Policy. These exclusions apply to your Policy.

You are not covered for accidental loss of, or damage to Your Car or legal liability that is caused by, arises from or is in any way connected with:

- Types of loss or damage**
- / wear and tear, rust, or corrosion;
  - / structural, mechanical, electrical, or electronic failure or breakdown;
  - / damage to tyres caused by braking, punctures, road cuts, or bursting;
  - / a failure to take all reasonable steps to secure and protect or recover Your Car, after it has broken down, been damaged, or stolen;
  - / theft or attempted theft if Your Car is left either unattended, unlocked or with the keys left in the car;
  - / repair or replacement of a whole set due to loss or damage only to part of the set. For example a set of wheel rims when only one rim is damaged;
  - / the incorrect type of fuel being used in Your Car; or
  - / the lawful repossession or seizure of Your Car.

**Car usage**

Your Car being used:

- / to carry persons or property for compensation, a fee, or reward of any kind, including taxis and rideshare;
- / for retail or wholesale courier or delivery of food and goods;
- / to provide driver instruction for a fee;
- / as a courtesy vehicle, in connection with the motor trade;
- / in a race, trial, test, track days, or a contest;
- / for unlawful purposes;
- / on a competition racetrack, competition circuit, competition course, or competition arena;
- / on consignment to, leased to, or rented to others, or given in exchange for any compensation;
- / to illegally store or transport substances that pollute or contaminate or any dangerous or hazardous goods;
- / to carry more passengers than permitted by law, loaded above the legal limit, or loaded in an illegal way;
- / as a business pool car used by multiple drivers who reside in different households; or
- / unregistered or in an unroadworthy or unsafe condition, but not if the condition did not contribute to the loss, damage, or liability or that this condition was not and could not reasonably have been known by you.

**Drivers**

A Driver who:

- / is a Household Member and who is not a Listed Driver;
- / has a percentage of alcohol and/or drugs in their blood, urine or hair follicles which exceeds that permitted by the law of the relevant State or Territory;
- / is under the influence of, or has their judgment affected by, any alcohol, drug, or medication;
- / refuses to submit to testing to determine the level of alcohol and/or drugs in their system as required by the law of the relevant State or Territory; or
- / is not licenced or is not authorised under the law in force in the State or Territory to drive Your Car.

**Unauthorised repairs and improvements**

Repairs to Your Car that:

- / we have not authorised in writing;
- / involve undamaged areas of Your Car in order to create a uniform appearance; or
- / result in improvements to the car beyond its condition before the loss or damage occurred.



<b>Intentional or reckless acts</b>	<ul style="list-style-type: none"><li>/ Intentional, deliberate or reckless acts by you, any driver using Your Car with your permission or a person acting with your express or implied consent.</li></ul>
<b>Consequential loss</b>	<p>Any consequential loss, including:</p> <ul style="list-style-type: none"><li>/ depreciation or loss of value after Your Car has been repaired;</li><li>/ financial loss as a result of the Incident. For example, lost income or profit because you cannot use Your Car; or</li><li>/ compensation for distress, inconvenience or other non-financial loss.</li></ul>
<b>Selling Your Car</b>	<p>The sale of Your Car:</p> <ul style="list-style-type: none"><li>/ if you or the owner advertise Your Car for lease or sale and do not accompany a test drive or generally do not take reasonable precautions to prevent its theft or damage;</li><li>/ if you or the owner have given Your Car to a person to sell it for you; or</li><li>/ while Your Car is in the possession of a person as part of the person's stock in trade.</li></ul>
<b>Legal liability</b>	<ul style="list-style-type: none"><li>/ damage to property that you, or a Household Member, own or have in your control or possession, including your use of a Substitute Car.</li><li>/ Your Car being operated without your permission at the time of the accident</li><li>/ liability assumed under any contract or agreement by you, a Listed Driver or any other person using Your Car;</li><li>/ exemplary or punitive damages, fines or penalties claimed, ordered or awarded against you; or</li><li>/ a failure on your part to notify us of any third party demand.</li></ul>
<b>Other exclusions</b>	<ul style="list-style-type: none"><li>/ any hostilities, rebellion, riot, civil commotion, looting, war (whether war is declared or not) or act of terrorism;</li><li>/ an Incident that occurs outside of Australia; or</li><li>/ the accidental or intentional use, existence, discharge, dispersal, release, or escape of any biological, bacterial, viral, germ, chemical or poisonous pollutant, nuclear material, contaminant, matter, or agent.</li></ul>

## Making a claim

When an Incident occurs, we know that it is a stressful time, so our aim is to get you back on your feet as soon as possible.

Our first concern is the safety of you and anyone else involved in any Incident.

## How to make a claim

Making a claim should be easy. If you need to make a claim just follow these simple steps:

1. Make sure Your Car is safe and secure so it will not be damaged further. This may mean having it towed, where it is reasonable and safe to do so.
2. If the Incident involves anyone else, make sure you write down their:
  - / Full name
  - / Address
  - / Phone number
  - / Vehicle registration number if applicable
3. Let us know as soon as possible and we'll take care of the rest
  - / Login and notify us via the App in our claims section, or
  - / Call us on **03 6159 2000** and speak directly to our team.

We want to resolve claims as quickly as possible, so if you make a claim, and we need further information or assessment, then within 10 business days of receiving your claim, we will:

- / Tell you any information we need to determine your claim,
- / Outline a timeframe and process for us to determine your claim, and
- / if necessary, appoint a loss assessor or adjuster to assess your claim.

When we make a decision to accept your claim, we consider all the relevant facts, the terms of your insurance and of course, the law. We will keep you up to date with what's happening.

## Your responsibilities

While our job is to get you back on the road, when you make a claim you also have certain responsibilities. These responsibilities apply to any person that is covered by your Policy.

If you don't meet your responsibilities, it may delay your claim or we may refuse to pay your claim or reduce what we pay for your claim. We may also decide to cancel your Policy.

## Secure your Car

Do whatever you can safely do to protect the car, and its contents, from any further damage.

## Report the loss to police

If anyone is injured or if Your Car has been stolen or damaged by attempted theft, vandalism or malicious act, then you must make a report to police within 24 hours of becoming aware of the Incident, unless it is impracticable to do so.

## Let us know as soon as you can

Report any Incidents to us as soon as reasonably possible. We don't want to be in a position where there is additional damage or costs that have occurred because you delayed letting us know about an Incident because those additional costs may not be covered.

## Tell us the truth

All claims and situations are unique, so when you make a claim there will be some communication between us, our agents, and you. Any information you provide must be honest, correct and complete.

## Providing information

When making a claim and to assist us in processing it, you need to give us all relevant information and assistance we reasonably request.

To help us settle your claim, we may ask you to provide certain documents such as receipts, invoices, bank or credit card statements, contracts of sale or original photographs in order to:

- / prove that you owned Your Car and any damaged or lost property
- / help us identify and value your items.

When assessing your claim, we will ask for and rely on documents and information relevant to our decision. If we ask you for documents and information, we will tell you why we need them.

If there is a fee for a document (for example a fee for a driving history record), we may ask you to cover the cost upfront and if the claim is accepted, we will reimburse you for the reasonable costs incurred in obtaining the record.

## Leave the negotiating to us

We understand that car Incidents are stressful times. If you are involved in an accident, try your best to remain calm and courteous. Please do not:

- / Admit guilt, fault or liability
- / Offer to negotiate to pay any claim
- / Accept a payment from someone who admits fault for loss or damage to Your Car

## Cooperate

Some claims are simple and some a bit more complicated. It's our job to negotiate, defend or settle your claim on your behalf and we'll need your cooperation. Our requirements may include:

- / asking you for a face-to-face, phone or video conference interview
- / asking you to give evidence in court
- / talking to or meeting with any experts involved in the management of your claim such as claims assessors, investigators or repairers
- / immediately sending us any communications that you receive about any Incident – for example: emails, letters, notices or court documents

## Inspections

In order to get you back on the road quickly, we may need to inspect Your Car and complete an assessment.

You must allow us or our agent to inspect Your Car if we ask. This may involve you taking Your Car to a place we nominate or we may arrange to tow Your Car to a place we choose.

## Authorising repairs

Other than under the allowance for Emergency repairs (see "Additional benefits" on page 20), you must not start, approve or authorise any repairs to Your Car, unless you obtain our prior written consent. In order to get your repairs done quickly and efficiently, we generally use our own set of authorised repairers from our preferred repairer network.

## Appointing others to represent you

If you are unable to manage the claims process yourself, you can appoint someone to manage your claim on your behalf, like a family member.

However, you cannot appoint someone who has a conflict of interest for example, someone who supplies goods or services for your claim such as a repairer.

## How we manage loss or damage to Your Car

If we accept a claim for loss or damage to Your Car, we use experienced motor vehicle assessors to establish if Your Car is either repairable or a Total Loss.

## When Your Car is repairable

If Your Car can be repaired, we will work with you to get you back on the road as quickly as possible.

## We use our preferred repairer network

If we accept your claim and Your Car can be repaired, we will arrange to have it repaired by a repairer reasonably acceptable to us from our network of recommended and preferred repairers. Where there is more than one repairer conveniently available to repair Your Car, you can choose a repairer from our network. We will only pay for repairs undertaken by a licenced repairer authorised by us.

## If you choose a repairer

Where you decide to choose a repairer outside our network, we may not authorise repairs. Where repairs are not authorised by us, or if you request a cash settlement, we will pay you the reasonable cost for the repairs based on the assessed cost as determined by us considering alternative repair quotations from repairers we choose.

## The parts we use

When repairing Your Car, we will reasonably determine whether parts need to be repaired or replaced.

When we use replacement parts, and Your Car is within its manufacturer's standard new car warranty period and less than three years old (based on the original new car purchase date), we'll authorise new, original equipment manufacturer (OEM) parts where they are reasonably available.

In all other situations where we need to replace parts, we aim to deliver a similar kind and quality as the replacement parts required. We may use new, reconditioned, or used OEM and/or non-OEM parts at our discretion. For replacement of windscreens, sunroofs, window glass, radiators and air conditioning components, we may authorise non-OEM parts that comply with Australian Design Rules.

If any part necessary for repair of Your Car is not available in Australia, then we will attempt to obtain a part consistent with the age or condition of Your Car. If we are unable to obtain such a part, then we will pay the lesser of:

- / The manufacturer's most recent Australian list price for that part;
- / The list price of the closest equivalent part available in Australia; or
- / The actual cost of having a new part made in Australia.

## Lifetime repair guarantee

If we authorise and pay for a repairer to fix Your Car, KOBA will provide a lifetime guarantee for the workmanship and materials related to those repairs as long as you are the owner of Your Car.

We do not provide the lifetime guarantee on repairs that we do not authorise.

If you are concerned about the quality of repair, you must make Your Car available to us so that we can inspect the repair and arrange any rectification work. In consultation with you, we'll decide how to fix any fault of workmanship and you must not authorise rectification work without our written authority.

## What we don't repair

### When we repair Your Car, we don't:

- / Pay for the repair or replacement of a whole set if all of them aren't affected. For example, if one wheel rim is damaged and cannot be replaced because it is no longer available, we will only pay for one wheel rim and not a full set of four wheel rims. If you want the set to be complete, you would need to pay a contribution cost;
- / Fix or pay to fix a fault or defect in Your Car or fix or pay to fix faulty repairs other than to the extent we are responsible for repairs we authorised;
- / Repair or pay for pre-existing damage. Examples of this include neglect, wear and tear, weathering, rust, mould, mildew or corrosion. In these instances, we will ask you to pay for the cost of repairing the pre-existing damage so that repairs covered by this Policy can be carried out safely.

If you do not want to pay these amounts, we will pay you the amount of the assessed quote from our preferred repairer for the repairs directly related to the accepted claim.

## When Your Car is a Total Loss

Your Car becomes a Total Loss if:

- / it has been stolen and is not found within 14 days after the theft is reported to us; or
- / it is uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the Agreed Value covered by your Policy.

We will also have regard to the law in relation to what is considered a write off that applies in your State or Territory when determining when a car is to be written off.

## How we settle your Total Loss

When Your Car is a Total Loss, we will settle the claim in one of two ways:

### 1. Pay the Agreed Value

If we pay the Agreed Value, we are entitled to deduct from our settlement:

- / any Excesses that may apply;
- / any unpaid Premium for your Policy, including the portion of any remaining Fixed Premium as well as any unpaid Driving Premium;
- / any outstanding KOBA Admin Fee;
- / the value of any unexpired registration and CTP costs; and
- / any unrepaired damage to the vehicle that we have paid for under a previous claim on this Policy.

## 2. New car replacement

Subject to the terms set out below, we will replace Your Car with a new car if:

1. you are the first registered owner of Your Car;
2. Your Car is within the first 24 months of its registration;
3. Your Car has less than 40,000 kilometres on the odometer;
4. your financier has agreed to the replacement car.

We will replace Your Car with a new car of the same make, model and series (subject to local availability), including similar accessories and options. We will also pay the applicable on road costs (transfer fees, stamp duty, dealer delivery costs, registration and Compulsory Third Party insurance) of the new car.

The replacement car must be locally available within 6 months of Your Car being declared by us as a Total Loss, and if a replacement vehicle is not available, we may, as an alternative, pay the Agreed Value as stated on your Insurance Certificate.

### After we've settled your Total Loss

Any salvage of Your Car will become our property and we will retain the proceeds of any salvage sale.

If we let you keep your damaged car, we will deduct its estimated salvage value from your Total Loss payout.

If Your Car is declared a Total Loss by us, your Policy comes to an end and there is no refund of any portion of your Premium or KOBA Admin Fee for the Policy Period in which the loss occurred. If you owe us any Driving Premium, we may either deduct that amount from your settlement or charge the amount to your nominated card account. We'll continue to take any renewal payment that falls due while we assess your claim but if we declare Your Car a Total Loss, we will refund the Premium you have paid towards your renewal Policy.

## If Your Car is stolen

A stolen car can be recovered undamaged, recovered damaged or, sometimes unfortunately, never recovered.

If we accept your claim for theft of Your Car, we'll handle it in the following way:

- / If Your Car is recovered within 14 days of it being stolen and is damaged, we will assess whether the car is repairable or not. Depending on our decision whether Your Car is repairable, we follow the process outlined in "When Your Car is repairable" or "When Your Car is a Total Loss".
- / If Your Car is not recovered within 14 days of it being stolen, Your Car becomes a Total Loss and we'll follow the process set out in the "When Your Car is a Total Loss" section above.

## How we manage damage to someone else's property

If a claim is payable under your Policy, and you have caused damage to someone else's property, we will:

- / take over the matter and defend or settle any claim in your name or the name of any person that is covered under your Policy. We then decide how to defend or settle the claim; or
- / represent you or any person covered under your Policy, at an inquest, official enquiry and in court proceedings for any Incident covered by your Policy.

## Excesses

An Excess is the amount you contribute towards the cost of any claim under this Policy. Before we make any payment for a claim, you may be required to pay the applicable Excesses. You are responsible for paying any Excess even if someone else was using Your Car at the time of the Incident.

The Age Excess, Unlisted driver Excess and Disconnected Vehicle Data Excess are applied in addition to the Basic Excess. The total amount you pay is the sum of all applicable Excesses. The amounts of any Excesses relevant to your cover will be shown on your Insurance Certificate.

## Types of Excesses

<b>Basic Excess</b>	This is the amount you pay for each claim under your Policy unless the circumstances set out in "When an Excess does not apply" occurs.  This amount can be adjusted when you buy or renew your Policy and the adjustment has an effect on the Premium you pay.
<b>Age Excess</b>	This Excess will apply if the driver at the time of the Incident is under 25 years of age.
<b>Unlisted driver Excess</b>	This Excess will apply if the driver at the time of the Incident is not a Listed Driver and is not a Household Member.
<b>Disconnected Vehicle Data Excess</b>	This Excess will apply if we don't have access to your Vehicle Data at the time of an Incident because you have unplugged or tampered with the KOBA Rider and have not informed us of a fault or issue with the device.

## When an Excess applies

We will tell you whether you need to pay the applicable Excess amount:

1. to the repairer when you pick Your Car up;
2. directly to us when we request it; or
3. whether we will deduct the Excess amount from any amount we will pay to you.



## When an Excess does not apply

You will not have to pay an Excess if:

1. You are not in any way at fault and you can identify the responsible party which means
  - a. In the case of an accident, you can provide the registration number of the at-fault vehicle and the driver's full name and address.
  - b. In the case of damage not involving another vehicle, you can give us the full name and address of the responsible party.
2. You have purchased the optional Excess-free Glass cover and you need to make a claim for damage to the windscreen, window glass or sunroof only.

## Our right of recovery

### What we can do

When you make a claim under your Policy, you agree that we may:

- / take over and conduct in your name the defence or settlement of any claim against you and we will have sole discretion in how the defence is conducted or a claim is settled;
- / proceed and recover in your name against any party responsible for the loss or damage or liability and you must not do anything which limits our right to do so; and
- / represent you at an inquest or official enquiry.

You must not do anything that prevents us from doing any of these things and you must give us all the information and cooperation that we require.

### What You can do

You can only take a recovery action in relation to any loss, damage or liability relating to a matter under this Policy if we agree in writing to this. We may not consent and, if we do consent, we may impose conditions on that consent. If we don't provide consent, we can, at any time, take over conduct of, or require you to cease, any recovery action taken by you.

## GST

Any claim payments we make will be based on GST inclusive costs. If you are entitled to claim any input tax credit for any claim paid under this insurance, we will reduce any claim payment by the amount of the input tax credit.

If you are registered for GST, you must advise us of your correct input tax credit percentage. You are liable for any GST liability we incur arising from your incorrect advice or failure to advise us of your GST situation.

## Credit providers

You must provide us with up-to-date information of any loan with a credit provider where Your Car has been used as security. This may also apply if you lease or have a hire purchase agreement on Your Car. If you have a credit provider, We:

- / will treat Your Car as being under a finance arrangement;
- / treat anything said or done or claimed by you as something said or done or claimed by the credit provider; and
- / may recover any payment in your or the credit provider's name.

If we pay your claim for a car under finance as a Total Loss, after we make any deductions we will then first pay the credit provider the lower of:

- / the balance remaining of the Agreed Value; or
- / the balance owing to the credit provider under the finance arrangement.

If we settle your claim as a Total Loss, then in order to finalise your claim:

- / we will check the Personal Property Securities Register to confirm whether any money is owing on Your Car
- / you must provide reasonable co-operation to enable us to resolve any financial arrangements you have in place with respect to the car and to assist with the car's salvage.

## Complaints, Privacy and other important information

### Complaints

If you have a complaint or dispute, we are committed to work with you to resolve it as quickly as possible. These steps form our complaint and dispute resolution procedure:

#### Step 1: Let us know

If we have not met your expectations, get in touch with us to let us know your concerns and our people will do their best to resolve them.

Call us on [03 6159 2000](tel:0361592000), or contact us via the App.

#### Step 2: Escalate to our Internal Dispute Resolution Team

If we are unable to resolve your complaint, please contact our Customer Resolution Team to independently review your dispute.

Call us on [03 6159 2000](tel:0361592000) or email us at [complaints@kobainsurance.com.au](mailto:complaints@kobainsurance.com.au)

When we receive your Complaint:

- / We will acknowledge that we have received it
- / We will tell you the name and relevant contact details of the person assigned to liaise with you about your Complaint.
- / It will be handled by a person with appropriate authority, knowledge, or experience. This will not be the person whose decision or conduct is what your Complaint is about.
- / We will only ask for, and rely on, information that is relevant to our decision when we are considering your complaint.
- / We will keep you informed about the progress of your Complaint.
- / We will aim to decide on your complaint within 30 calendar days, however if we cannot make our decision within this timeframe, then before this deadline passes we will tell you, in writing, the reasons for the delay and about your right to take your Complaint to our Internal Dispute Resolution Committee or the Australian Financial Complaints Authority, and its contact details.
- / We will provide a clear response to you in writing when we have made a final decision about your Complaint.
- / We will give you the information that we relied on when making a decision about your complaint promptly.

## Step 3: External Dispute Resolution

If you're not happy with our final decision, or your complaint is not resolved within 30 calendar days after we receive it, you can contact the Australian Financial Complaints Authority (AFCA).

Online	<a href="http://www.afca.org.au">www.afca.org.au</a>
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Phone	1800 931 678 (free call)
Mail	Australian Financial Complaints Authority Limited GPO Box 3 Melbourne VIC 3001

The AFCA service is free of charge and a decision by them is binding on us but is not binding on you.

## Your privacy

### How we collect, use and protect your personal information

We are committed to protecting your privacy and personal information. Further information on how we collect and use your personal information is set out in the Privacy Policy that is available on our web site [www.ericinsurance.com.au/privacy-policy](http://www.ericinsurance.com.au/privacy-policy)



## How KOBAs collects, uses and protects your personal information

KOBAs is committed to ensuring that your privacy and personal information is protected. KOBAs collects, stores and uses your personal information (including sensitive information) for the purpose of providing you with insurance and administering your Policy including assessing and paying claims as required. KOBAs may collect personal information directly from you, from the KOBAs Rider device, from the Connected Car, through any App you may use in relation to this insurance Policy or through KOBAs's agents and distributors at the point of sale of your Policy.

KOBAs will disclose some of your personal information to the insurer when reporting to them about policies issued and claims made by you. KOBAs and the insurer will also disclose your personal information to others who are involved in providing insurance-related services to you including claims assessors, repairers, claims investigators, reinsurers and lawyers.

KOBAs may also use your personal information to inform you about other related insurance products or services which may benefit you (subject to your consent), perform administrative functions such as training and development of employees, manage complaints and disputes, and to comply with our legal obligations.

Further information on how KOBAs collects and uses your personal information is set out in the Privacy Policy that is available on KOBAs's website at [www.kobainsurance.com.au/privacy](http://www.kobainsurance.com.au/privacy)

By providing us with your personal information, you agree to us and the insurer collecting, holding, using and disclosing that information in accordance with our Privacy Policy.

## Accessing your personal information

At your request, KOBAs will give you, free of charge, access to any information that KOBAs relied on in assessing your application for insurance, or in handling your claim, or in responding to a complaint.

The information you may access includes:

- / documents and information KOBAs relied on to accept or deny your claim,
- / copies of your product disclosure statement and insurance,
- / copies of any reports from service suppliers or external experts that KOBAs relied on, and
- / copies of any recordings and/or transcripts of any interaction KOBAs had with you that we relied on.

If KOBAs refuses to give you access to information, KOBAs will not do so unreasonably, and will tell you its reasons for doing so and about its complaints process.

KOBA may refuse to give you access to information in the following circumstances:

- / where a law - for example, the Privacy Act 1988 - says KOBA does not have to;
- / in the case of a claim where the claim is being or has been investigated, and giving access would have an unreasonable impact on the privacy of other individuals or government agencies, or
- / if doing so may be prejudicial to KOBA in relation to a complaint or a dispute about your insurance Policy or your claim - however, even in this circumstance KOBA must give you access to any external experts' reports that it relied on (excluding investigator reports).

## The General Insurance Code of Practice

The Insurance Council of Australia (ICA) has developed a voluntary General Insurance Code of Practice (the Code) to which we are a signatory.

The objectives of the Code are:

- / To commit us to high standards of service,
- / To promote better, more informed relations between us and you,
- / To maintain and promote trust and confidence in the general insurance industry,
- / To provide fair and effective mechanisms for resolving Complaints you make about us, and
- / To promote continuous improvement of the general insurance industry through education and training.

We will pursue the above objectives of the Code with regard to the law and acknowledging that every contract of insurance is a contract based on the utmost good faith.

A copy of the Code can be obtained here, at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or by asking us.

The Code Governance Committee is the independent body that monitors and enforces insurers' compliance with the General Insurance Code of Practice.

Their purpose is to drive better Code compliance, helping the insurance industry to improve its service to consumers.

## Financial claims scheme

This insurance Policy may be a 'protected Policy' under the Federal Government's Financial Claims Scheme (FCS), administered by the Australian Prudential Regulation Authority (APRA). The FCS applies in the unlikely event of insurer insolvency if the Federal Treasurer declares that the FCS will apply to the insolvent insurer.

The FCS entitles certain persons, who have valid claims connected with protected policies issued by that insurer, to be paid certain amounts by APRA. Information about the FCS can be obtained from APRA at [www.fcs.gov.au](http://www.fcs.gov.au) or by calling 1300 55 88 49.

## Financial hardship

Financial Hardship means you have difficulty meeting your financial obligations to us. You have a right to ask us to fast-track a claim if you have an urgent financial need. You may be entitled to support because you are suffering Financial Hardship.

If you are experiencing Financial Hardship, please let us know so that we can tell you about the support we can provide to you.

A copy of eric's Financial Hardship Policy can be obtained at [www.ericinsurance.com.au](http://www.ericinsurance.com.au) or by asking us.

## Vulnerable customers

We are committed to taking extra care with customers who experience vulnerability. We recognise that a person's vulnerabilities can give rise to unique needs, and that their needs can change over time and in response to particular situations.

A person's vulnerability may be due to a range of factors such as:

- / age,
- / disability,
- / mental health conditions,
- / physical health conditions,
- / family violence,
- / language barriers,
- / literacy barriers,
- / cultural background,
- / Aboriginal or Torres Strait Islander status,
- / remote location, or
- / financial distress.

We encourage you to tell us about your vulnerability so that we can work with you to arrange support; otherwise, there is a risk that we may not find out about it.

If you tell us, or we identify, that due to a vulnerability you need additional support or assistance, we will work with you and try to find a suitable, sensitive and compassionate way for us to proceed. We will do this as early as practicable and we will protect your right to privacy.

If you tell us, or we identify, that you need additional support from someone else (for example, a lawyer, consumer representative, interpreter or friend), then we will recognise this and allow for it in all reasonable ways. We will try to make sure our processes are flexible enough to recognise the authority of your support person.

Additional support may include making it easier for you to communicate with us, referring you to a financial counsellor or an appropriate community support service.

# PART B: FINANCIAL SERVICES GUIDE (FSG)

## About this FSG

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use the financial services we provide and contains important information about:

- / Who KOBA is and who we are authorised by
- / Products and services we are authorised to provide
- / How we are paid for our services
- / How we protect your privacy and handle your personal information
- / Our internal and external complaints resolution procedures
- / How to contact us

In this FSG, references to “us” means KOBA Insurance Pty Ltd and references to “you” and “your” mean the applicant for a KOBA car Insurance Policy and, if a Policy is issued, the insured.

The Product Disclosure Statement (PDS) in Part A of this document gives you the information a person would reasonably require for the purpose of making a decision about whether to acquire any insurance product or service offered by us and the insurer.

The PDS contains information about the benefits and significant characteristics of the product and is aimed to assist you in making an informed decision about whether to buy the product or not. Before you acquire the product, you should read the PDS carefully and use it to decide whether to purchase the product.

This FSG was prepared on 31/10/2021 and has been authorised by eric.

## About the insurer and the providing entity

The insurer, (and product issuer) is Eric Insurance Limited ABN 18 009 129 793 AFS License No: 238 279 (eric), an Australian insurer authorised by the Australian Prudential Regulatory Authority.

eric's contact details are:

Address PO Box 9106, Scoresby VIC 3179

Telephone 1800 999 977

Web [www.ericinsurance.com.au](http://www.ericinsurance.com.au)

Email [info@ericinsurance.com.au](mailto:info@ericinsurance.com.au)



KOBA Insurance Pty Ltd ABN 33 642 789 286 (KOBA and in this FSG, we, us, our) is an Authorised Representative (AR. No. 001288655) of eric.

KOBA's contact details are:

KOBA Insurance Pty Ltd

Phone 03 6159 2000

Web [kobainsurance.com.au](http://kobainsurance.com.au)

Email [hello@kobainsurance.com.au](mailto:hello@kobainsurance.com.au)

## Products and services KOBA is authorised to provide

KOBA is authorised by eric to provide you with general advice and to deal in general insurance products. KOBA and eric do not act on your behalf when either KOBA or eric does any of those things.

KOBA has a binder agreement in place with eric. This binder means KOBA can issue general insurance products within KOBA's delegated authority. When KOBA provides these services to you, KOBA is acting as the agent of eric. KOBA will only provide general advice and is not authorised to provide personal advice. Any advice KOBA gives will not take into account your personal objectives, financial situation or needs. You should review the PDS (in Part A of this document) and carefully consider whether you should get advice regarding your personal objectives, financial situation or needs.

The product KOBA offers on behalf of eric as at the date of this FSG is Car Insurance in Australia. Further information on the product we offer on behalf of eric is detailed in the PDS (in Part A of this document) or can be obtained from our website at [kobainsurance.com.au](http://kobainsurance.com.au)

## Remuneration information

The Policy cost is the Premium and KOBA Admin Fee in our quote and which is agreed with you before the product is purchased. KOBA's compensation is included in the total Premium you pay. KOBA may be compensated for their services (as agent of eric) .

For the products and services KOBA is authorised to provide on behalf of eric, KOBA may receive a commission from the insurer of up to 24% of the total insurance Premium (excluding government charges, levies & GST) you pay when you purchase or renew the Policy.

We also receive a profit commission if the business we place with eric for our car insurance portfolio in respect of KOBA Car Insurance policies sold by us is profitable and this is paid to us by the insurer from their profits.

Profit commission is calculated based on excess profit in any given financial year which is determined by deducting claims costs, expenses and commissions from Premium earned under the KOBA Pay per KM Car Insurance product.





In addition to the commission we receive from the insurer, Koba also charges you the following fees:

1. a Koba Admin Fee of \$55 (incl GST) each time you buy or renew a Policy. This is not part of the Premium and helps to cover the connection, transmission and storage costs incurred by Koba in managing your Vehicle Data.
2. the Koba Rider fee of \$80 (incl GST) that is charged if, after your Policy has either been cancelled or not renewed, you do not return the Koba Rider device to us in reasonably the same working condition as we sent it to you.

The amount of these costs is set out in your Insurance Certificate.

When you pay your Premium, it will be banked into a trust account. We will retain the Koba Admin Fee and commission from the Premium you pay and remit the balance of the Premium to the insurer in accordance with any arrangements with the insurer. Interest will be earned on the Premium while it is in our trust account and this is retained by us. If there is a refund after the cooling-off period expires or reduction in Premium due to a cancellation or adjustment to your Policy we will not refund any interest earned on the Premium whilst it was held in the trust account.

Koba's employees are paid a market salary that may include bonuses based on performance. Koba may provide other benefits such as shares. Koba and its staff may also receive non-monetary benefits such as sponsorships of conferences and functions, and meals and entertainment. Koba closely monitors these activities to ensure they do not create conflicts of interest. This remuneration is included in the Premium or other payment you pay Koba.

## Compensation and insurance arrangements

Eric Insurance Limited is the APRA and ASIC regulated licensee. Eric is exempt from the requirement to have ASIC approved professional indemnity insurance because it is a general insurance company regulated by APRA under the Insurance Act 1973. Koba is covered by that exemption.

## Privacy Policy

Koba collects personal information to ensure it can offer or provide you with products and service as outlined in this FSG and any applicable PDS and Policy Wording. Koba values your privacy and has adopted the principles set out in the Privacy Act 1988 as part of its commitment to maintain your privacy in the collection, use, disclosure or handling of your personal information. Koba will collect personal information and may disclose your personal information to the insurer, investigators, loss assessors, loss adjusters, repairers, reinsurers, lawyers and others who are involved in providing products and services to you. Koba's privacy Policy can be found at: <https://www.kobainsurance.com.au/privacy>

For further information about the Eric Privacy Policy, please refer to Eric's website as described in the PDS.

## Complaints

If you have a complaint about us or this Policy, you can find information on how your complaint can be resolved in the “Complaints” section on page 34 of the PDS (Part A of this document).

## Contact us

If you have any questions or need to share information with KOBA about the services it provides, please get in touch using the contact details set out in this FSG.