

Poncho Car Insurance

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# Product Disclosure Statement

**aka the A to Z on what's  
covered and what's not.**

Details may seem boring.  
But We've made it interesting. Seriously.

**poncho**

# Nuts and Bolts (Table of contents)

<b>1. Hello</b>	<b>4</b>
<b>2. General</b>	<b>5</b>
2.1 Insurance Certificate	5
2.2 Co-operation	5
2.3 Things changed?	5
2.4 More than one Policyholder?	5
2.5 Insurance that doesn't cost the earth	6
2.6 Cooling off	6
2.7 Questions?	6
<b>3. Let's keep it simple (definitions)</b>	<b>7</b>
<b>4. What You're covered for</b>	<b>8</b>
4.1 Loss or damage to Your Car	8
4.2 Legal liabilities	8
<b>5. Benefits</b>	<b>9</b>
5.1 What's included	9-11
5.2 Car Value boost	11
<b>6. What's not covered</b>	<b>12-14</b>
<b>7. Claim It</b>	<b>15</b>
7.1 Here's what to do first	15
7.2 Making the claim and what happens next?	15-16
7.3 Case closed	16
7.4 Repair Your Car or pay for Your Car to be repaired - We choose the repairer	16-17
7.5 Claims examples	17-18
<b>8. Recovery Rights</b>	<b>19</b>
8.1 What We can do	19
8.2 What You can do	19
<b>9. Let's chat costs</b>	<b>19</b>
9.1 The cost of Your Car insurance aka Your premium	20
9.2 Your Contribution to a claim	20
<b>10. Cancellation or renewing this Policy</b>	<b>21</b>
10.1 When life gets in the way	21
10.2 When We can cancel	21
10.3 Everything You need to know about renewing	21
10.4 If you're not happy, We're not happy	21
<b>11. Some legal stuff</b>	<b>22</b>
11.1 Privacy - How We use Your personal information	22
11.2 Claims and GST	22
11.3 Financial Claims Scheme (FCS)	22
11.4 General Insurance Code of Practice	22

# Summary of Cover

Psst. Just skimming? Here's a handy guide of the important sections for You and a summary of what they entail. You're welcome.

The Important stuff	What's included	Where to find it
<b>Incidents that are covered and any limits</b>	<p>Loss or damage to Your Car from the following:</p> <ul style="list-style-type: none"><li>• accidental collision</li><li>• fire or explosion</li><li>• theft/attempted theft</li><li>• vandalism</li><li>• storm, Flood, water</li><li>• lightning or hail</li><li>• accident</li></ul> <p>Covered up to the Single Car Value.</p> <p>The Single Car Value is the amount We agree to insure Your Car for including any tools, accessories and modifications fitted to Your Car, registration, CTP Insurance, statutory charges, GST and taxes. It will be shown on the Insurance Certificate for each Car insured under this Policy.</p> <p>Your legal liability for damage Your Car (or Trailer) causes to other people's vehicles and property is covered up to \$20 million.</p>	<p>Section 4. These are also subject to specific exclusions (also section 4) and general exclusions (see section 6).</p>
<b>General Benefits and limits</b>	<p>In addition to the above, We also provide:</p> <p><b>Emergency travel &amp; accommodation</b></p> <p>Up to \$500 if You're ≥200 km from home</p> <p><b>Towing costs</b></p> <p>So long as it's towed to Our nearest authorised spot</p> <p><b>Storage costs</b></p> <p>So long as it is stored at one of Our approved places</p> <p><b>Keys and locks</b></p> <p>Up to \$1,000</p> <p><b>Lifetime repair guarantee</b></p> <p>Only on repairs We authorise and whilst You own the Car</p> <p><b>Essential emergency repairs</b></p> <p>Up to \$500</p> <p><b>Replacement car after Total Loss</b></p> <p>Where Your Car had less than 15,000 kms on the odometer</p> <p><b>Trailer cover</b></p> <p>Up to \$1,000</p> <p><b>Transport costs</b></p> <p>Up to \$80 per day for up to 21 days</p> <p><b>Windscreen, sunroof and window glass damage</b></p> <p>One claim per Insurance Period</p> <p><b>Child seat and baby capsules</b></p> <p>Up to \$1,000</p> <p><b>Electric Vehicles</b></p> <p>Electric car batteries, charging cables, wall boxes and adapters</p>	<p>See section 5.1 (subject to general exclusions - see section 6).</p>
<b>What you need to pay</b>	<p><b>The Premium</b></p> <p>Applicable Contribution towards a claim (aka excess/es)</p>	<p>See section 9.1 &amp; 9.2</p>

**Hi there. A massive welcome and thank you for choosing Poncho Car Insurance.**

This document You're reading is called a Product Disclosure Statement (PDS).

In plain English, it sets out the A to Z of what You and Your Car will be covered for, what won't be covered, as well as the claims process should You need to make one.

Who do We cover You ask? Great question. The Policy provides cover to licensed drivers who are driving their registered vehicle for private use (including those who commute to and from their regular place of work). Of course, You'll need to read this PDS to fully to understand the Policy's features, fees (aka Premium and any applicable Contributions You need to make towards a claim), terms & conditions and claim process.

Now. We get that reading a full PDS is probably not something that ranks high on the excitement levels. But it is important that You do take the time to read and understand it so You are able to make an informed decision about Your insurance with Us and compare what We provide with other car insurance products on Your radar.

Consider this a fluff and jargon-free chat with a friend (who seems to know a bit too much about car insurance).

And one final note, just so You know a little about Us, We are Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as Poncho Insurance which is the issuer of this Policy.

## 02 General

### 2.1 Insurance Certificate

Your Insurance Certificate shows the Insurance Period Your Policy covers with the details of cover including the Policyholder(s), Listed Driver(s), and Single Car Value(s) for each Car You have insured under this Policy.

### 2.2 Co-operation

You must be truthful and frank in any statement You make to Us and You must not behave in a way that is improper, hostile, threatening, abusive or dangerous (basically, no meanies please).

### 2.3 Things changed?

Things change. It happens. But when it does, remember, You need to let Us know, as soon as reasonably possible, otherwise We may refuse or reduce a claim or cancel Your Policy.

Some of the types of changes You must let Us know include situations when:

- the driver/s of Your Car change;
- the place where Your Car is regularly kept changes;
- You add any modifications, options or accessories to Your Car;
- any finance arrangements on Your Car change;
- Your Car usage changes from private to business;
- Your licence type changes;
- a Policyholder or driver has:
  - had an insurance policy cancelled for misrepresentation or non-disclosure;
  - had an insurance claim denied or cancelled;
  - been convicted of fraud, arson or theft;
  - been denied purchase of new or renewed insurance; or
  - had their drivers licence cancelled, suspended or disqualified; or
- any matter listed on Your Insurance Certificate changes or is inaccurate.

When We receive any change to Your circumstances from You, We will do one of the following:

- continue cover with no change to the Premium payable;
- reduce the Premium payable and return any refund to You;
- charge You additional Premium (You can cancel your policy if You do not accept the additional Premium); or
- cancel Your Policy as Poncho does not provide cover for the change requested.

If You don't let us know about changes to your circumstances, unfortunately this can result in claims being reduced, refused and/or Your policy cancelled. This will put Us in the position We would have been in if You had advised Us of changes to Your circumstances.

It is important for You to know that We may make changes to this Policy at Your next renewal. But don't worry. We won't spring it on You - where there is a change, We will provide You with a new PDS and highlight this to You in Your renewal invitation.

### 2.4 More than one Policyholder?

A heads up, if more than one person is named as the Policyholder for any Car on Your Insurance Certificate, then each person is responsible for the completeness and accuracy of information in any statements, claims or documents that are provided by any one of them to Us and complying with the conditions of Your Policy. We will notify all Policyholders of any changes made to the Policy including cancellation.

### 2.5 Insurance that doesn't cost the earth

We're all about the paperless communication at Poncho, and We don't mean smoke signals. By taking out this Policy, You are agreeing to receive all your Policy documents electronically so to ensure We are able to reach Your digital inbox, please make sure Your email address is updated. Should You have any questions, We are reachable via email, electronic channels such as chatbot and have made our documents available digitally so You can print them any time You want to get Your hands on a paper copy.

### 2.6 Cooling off

You have 14 days (the 'cooling off period') after We issue Your Policy to change Your mind and tell Us that You want to cancel the Policy and we will refund your full Premium. The cooling off period will not apply to renewals unless We change the terms and conditions of the Policy.

### 2.7 Questions?

We love questions. Contact Us by:

- emailing Us at [support@ponchoinsurance.com.au](mailto:support@ponchoinsurance.com.au)



## 03 Let's keep it simple (definitions)

Below are a list of words We have used in this document and their meanings which apply when the words are capitalised:

### Account

This is the bank account or credit card account (as applicable) You have given Us the OK to debit or charge the Premium on.

### Car

This is each of the motor vehicles described in Your Insurance Certificate and includes:

- the manufacturer's standard tools and accessories fitted to Your Car;
- any other accessories or modifications We have agreed to cover as shown on Your Insurance Certificate while fitted to Your Car.

### CTP Insurance

This is compulsory third party insurance that is required by each state and territory to provide cover to a driver for legal liability for injury and death as a result of an accident for which the driver is responsible.

### Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### Contribution

Also known as the "excess" - this is the amount You pay towards the cost of each claim You make. Your Insurance Certificate shows, and this Policy explains, the type and amount of Contribution that applies to Your Policy.

### Flood

This means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has

been altered or modified);

- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

### Insurance Certificate

This document describes the details of Your cover. It does change when Your Policy is renewed or when details are amended.

### Insurance Period

This is the time Your Policy is valid as shown on Your Insurance Certificate.

### Legal Liability Cap

This is the amount of \$20,000,000 that is the maximum amount that We will pay for all claims arising from any one incident or series of incidents.

### Listed Driver

This is a driver that is nominated as a 'Listed Driver' on Your Insurance Certificate for the Car being driven at the time of an incident.

### Premium

This is the cost of Your cover with Us including all government charges, levies, taxes and duties. It will be shown on Your Insurance Certificate.

### Premium Due Date

The day by which Your Premium must be paid shown as the 'pay by' date or 'direct debit' date shown on Your Insurance Certificate.

### Policy

Refers to this document, Your Insurance Certificate and Our record of Your application for this insurance. These document Your agreement with Us.

### Single Car Value

This is the amount shown on Your Insurance Certificate for each Car insured under this Policy which We agree to insure the Car for.

The Single Car Value is calculated using RedBook (redbook.com.au) and other data provided by You. If You have selected the optional benefit 'car value boost', this will also form part of the Single Car Value.

The Single Car Value includes any tools, accessories and modifications fitted

to the Car, registration, CTP insurance, statutory charges, GST and taxes.

### Terrorism

Includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

### Total Loss

This is when, in Our opinion, Your Car:

- has been stolen and not found within 21 days of You reporting the theft to Us;
- is so badly damaged that it's uneconomical for Us to repair it; or
- cannot be repaired to a safe condition.

### Trailer

This is any trailer that You own while it is attached to Your Car.

### Unlisted Driver

This is a driver that isn't nominated as a 'Listed Driver' on Your Insurance Certificate for the Car being driven at the time of an incident.

### We, Us, Our or Poncho

That's yours truly Insurance Australia Limited ABN 11 000 016 722, AFSL 227681 trading as Poncho Insurance which is the issuer of this Policy. You can contact Us in relation to this insurance at:

Insurance Australia Limited  
trading as Poncho Insurance  
201 Sussex Street, Sydney NSW 2000

Website:  
<https://www.ponchoinsurance.com.au/>

### You, Your or Policyholder

That's the policyholder(s) shown on the Insurance Certificate for each Car insured under this Policy.

## 04 What You're covered for

Had an accident? Our comprehensive car insurance policy has Your back. In a nutshell, We cover You up to the Single Car Value for loss or damage to Your Car caused by any one or more of the incidents listed below in section 4.1 that occur during the Insurance Period.

We also cover You up to the Legal Liability Cap for Your legal liability to pay compensation to someone for loss or damage to their car or property which results from incidents caused by the use of Your Car during the Insurance Period.

Here's a rundown of what You're covered for.

### 4.1 Loss or damage to Your Car

#### What's covered?

We cover loss or damage to Your Car occurring in Australia during the Insurance Period caused by:

- accidental collision;
- fire or explosion;
- theft or attempted theft;
- vandalism;
- storm, Flood or water;
- lightning or hail;
- accident.

**But note:** We don't cover You if one or more of the general exclusions in **What's not covered** (section 6) apply.

### 4.2 Legal liabilities

#### What do We cover?

We cover amounts You are, or anyone using Your Car with Your consent or any passenger in Your Car is, legally liable to pay for loss or damage to someone else's property as a result of an incident during the Insurance Period caused by use of Your Car (or Trailer).

We will also cover amounts Your employer or principal is legally liable to pay for loss or damage to someone else's property as a result of an incident occurring during the Insurance Period caused directly by Your Car (or Trailer).

This cover includes the legal costs that must be paid to defend the claim and any costs awarded against You. Basically, We'll help and be at Your corner if someone makes a claim against You or sues You.

We'll act for You, attempt to resolve the legal liability claim, and/or defend the claim in a court or tribunal. We'll pay up to the Legal Liability Cap for all claims arising from any one incident or series of incidents.

#### So, what's the catch? What isn't covered?

Here's where Our hands are tied. We don't cover You:

- if You or the person driving Your Car has deliberately damaged Your own property;
- any damage or loss when You're using a hire car or any car other than the Car;
- any legal liability for death or bodily injury;
- any legal liability claims made by You, anyone related to You, or living with You;
- legal liability claims where You legally need compulsory insurance to cover the claim;
- any penalties or fines or where awards for damages (aggravated, exemplary or punitive);
- liability for any passenger affected by drugs or alcohol;
- any legal costs We didn't agree to pay; or
- any legal costs related to criminal proceedings, offences or fines, or breaches of road traffic rules.

**Note:** On top of the specific exclusions to Your cover listed directly above, We also can't help You if one or more of the general exclusions in **What's not covered** (section 6) apply. Just be careful to also read the instructions under **Claim It** (section 7), so We can work together with You to make this process go smoothly.



## 05 Benefits

### 5.1 What's included

Here's a handy chart of what benefits are included in Your Policy. Remember to check What You're covered for (section 4) to see if We can help.

Am I covered for...?	Yay	Nay
<b>1. Emergency travel and accommodation</b>	<p>If You're far from home (200km or more) and Your Car has been stolen or damaged and You're covered under 4.1, We'll also reimburse You up to \$500 for travel and a place to stay.</p> <p>You must have incurred these costs and provide Us with invoices to support Your claim for this benefit.</p>	Please refer to <b>What's not covered</b> (section 6).
<b>2. Towing costs</b>	<p>Accidentally damaged Your Car? Leave it to Us – if you're covered under 4.1 We'll also pay the reasonable cost to tow Your Car to:</p> <ul style="list-style-type: none"><li>• Our nearest authorised repairer; or</li><li>• A safe place where we recommend.</li></ul> <p>We will only cover the cost of one tow. If the car is towed more than once, We will decide which tow to pay for.</p>	Please refer to <b>What's not covered</b> (section 6).
<b>3. Storage costs</b>	<p>If Your Car's damaged and You're covered under 4.1, We'll pay for it to be housed at one of our approved places, from when the time You lodge Your claim until We assess it.</p>	<p>We won't pay for any storage costs that You pay for before You lodge a claim.</p> <p>Please also refer to <b>What's not covered</b> (section 6).</p>
<b>4. Keys and Locks</b>	<p>We pay the costs to replace and recode Your Car keys and Car locks if Your keys are stolen up to \$1,000.</p>	Please also refer to <b>What's not covered</b> (section 6).
<b>5. Lifetime repair guarantee</b>	<p>You've got our word that any repairs We authorise to get done on Your Car are guaranteed by Us for quality of workmanship and materials while You own the Car.</p> <p>Not happy with any repairs? Let Us know and We'll take a look and ensure any necessary rectification work is performed.</p>	<p>We cannot cover the cost of rectification work on repairs to Your Car that are done by someone We haven't authorised.</p> <p>We do not provide this benefit after You no longer own the Car.</p> <p>Please refer to <b>What's not covered</b> (section 6).</p>
<b>6. Essential emergency repairs</b>	<p>Uh oh. Need urgent repairs done on Your Car to ensure it is road worthy and safe as a result of an event covered under 4.1? No sweat.</p> <p>We'll reimburse You up to \$500 for any essential emergency repairs You have to make.</p> <p>You must have incurred these costs and provide Us with invoices to support Your claim for this benefit.</p>	Please refer to <b>What's not covered</b> (section 6).

## 05 Benefits

Am I covered for...?	Yay	Nay
<b>7. Replacement car after a Total Loss</b>	<p>If Your Car's a Total Loss as a result of an event covered under 4.1, and it has less than 15,000 km on the odometer, We'll:</p> <ul style="list-style-type: none"> <li>replace it with a similar car if it's available in Australia and can be sourced within 8 weeks from the date it is declared a Total Loss. We'll also include any similar accessories shown on Your Insurance Certificate; and</li> <li>pay for 12 months registration and CTP Insurance for the new car. We keep any refunds from Your previous registration + CTP Insurance.</li> </ul> <p>We will check Your odometer, when assessing Your vehicle. Additional information could be requested see section 7.2. Refer to section [7.4] for more information on your options if the replacement vehicle cannot be sourced in Australia in the 8 week period from the date it is declared a Total Loss.</p>	<p>We won't replace Your Car if:</p> <ul style="list-style-type: none"> <li>it's got 15,000 km or more on the odometer; or</li> <li>a credit provider on Your Insurance Certificate (like a financier who has a security interest in Your Car) doesn't agree to the replacement;</li> </ul> <p>Please refer to <b>What's not covered</b> (section 6).</p>
<b>8. Trailer Cover</b>	<p>Got a Trailer? Was it stolen or damaged? If yes, We'll reimburse You up to \$1,000 to cover the costs of any accidental loss or damage.</p> <p>You know the drill by now - You must have incurred these costs and provide Us with invoices to support Your claim for this benefit.</p>	<p>Please refer to <b>What's not covered</b> (section 6).</p>
<b>9. Hire car or alternative transport</b>	<p>Don't worry, if one of the incidents listed in section 4.1 occurs, We've got You covered for transport. If We accept Your claim, and while Your Car is being repaired or recovered, We can offer You two options:</p> <ul style="list-style-type: none"> <li>We'll arrange to rent a similar car for You up to \$80 per day; or</li> <li>We'll pay up to \$80 per day for the cost of using any transport.</li> </ul> <p>This covers You until Your Car is fixed, or until You hit the maximum rental or alternative transport period of 21 days. Whichever comes first.</p> <p>Just remember – if You have incurred these costs You must provide Us with invoices to support Your claim for this benefit.</p>	<p>We won't pay for any rental deposits, security bonds, fuel, pick up/returns, upgrade costs, accidental loss, damage to any rental car or excess payable for the rental vehicle. If You withdraw Your claim or You submit a claim that We end up not accepting, You'll also have to refund Us any costs We paid You.</p> <p>Please also refer to <b>What's not covered</b> (section 6).</p>
<b>10. Windscreen, sunroof and window glass damage</b>	<p>Once per Insurance Period We'll pay for windscreen, sunroof and window glass damage if it's been accidentally broken or damaged as a result of one of the incidents listed in section 4.1 and there is no other damage to the Car. And the best part is that You do not need to pay a Contribution.</p>	<p>Please refer to <b>What's not covered</b> (section 6).</p>
<b>11. Child seats and baby capsules</b>	<p>We'll reimburse You up to a total of \$1,000 to replace any child seats or baby capsules that are damaged as a result of one of the incidents listed in section 4.1 with a similar seat or capsule.</p> <p>Just remember – if You have incurred these costs You must provide Us with invoices to support Your claim for this benefit.</p>	<p>Please refer to <b>What's not covered</b> (section 6).</p>

Am I covered for...?	Yay	Nay
12. Electric cars	We cover You for the vehicle battery, charging cables, wall boxes and adaptors for Your electric car when a claim is covered as a result of damage under section 4.1. And just in case you are leasing this equipment, you guessed it, it will still be covered.	You're not covered for the cost of any injuries caused by someone tripping over the charging cable.  Please refer to <b>What's not covered</b> (section 6).

5.2 Car value boost

When this option is selected, we will boost the Single Car Value, by adding 15% to the Single Car Value. Your Single Car Value (which will include the 'car value boost') will be shown on Your Insurance Certificate for each Car insured under this Policy.

## 06 What's not covered

Here's the sad bit: what's not covered by Your Policy - the items listed below are also known as the 'general exclusions'. There's a few and they're going to sound mean. Sorry, We still have to tell You about them.

We will not cover You for loss, damage, liability or claims arising from any of the following:

What isn't covered?	The specifics
<b>Carrying or storing explosives, flammable or combustible substances and liquids illegally or not used for domestic purposes</b>	If You carry or store explosives, or any flammable or combustible things in Your Car or Trailer that are not used for Your domestic purposes or are illegally carried or stored We don't cover You for any loss, damages or legal liabilities.
<b>Communicable Disease</b>	We do not cover any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
<b>Consequential loss</b>	We don't cover any consequential losses that are of a financial or non-financial nature because You can't use Your Car or Trailer. This means we will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation.
<b>Deliberate, malicious or criminal acts or misuse</b>	If You commit an intentional act that causes loss or damage to Your Car or Trailer, We won't cover You. This includes intentional acts by others covered under this Policy, or if You give consent to someone else to carry out this act.
<b>Demonstrated for sale</b>	If Your Car is being demonstrated for sale, We don't cover You unless Your Insurance Certificate lists You as a Listed Driver of the Car, and You were a passenger at the time.
<b>Depreciation</b>	We don't cover any depreciation or loss of Your Car or Trailer's value - for example, if Your Car or Trailer is worth less after an incident.
<b>Drivers under the influence</b>	This one is straight forward. Don't drink (over the limit) or take drugs and drive. Also don't refuse to take a legal test for it. Otherwise, You guessed it, not covered.
<b>Further damage</b>	If Your Car had an incident, and then further damage happens to it because You haven't taken reasonable steps to move it or have it towed, somewhere safe, We won't cover You. See section 5 on where to have Your vehicle towed.
<b>Hire, fare or reward</b>	If Your Car is being used to generate income including ridesharing, delivery of any kind (including food), taxi, passenger carrying service or any similar thing or using Your Trailer for business, We don't cover You. Just make sure Your car or trailer is being used for private use, including driving to/from work.
<b>Improper use of Car</b>	If You, another driver or a passenger are wilful or reckless while driving, We don't cover You. This includes hooning!
<b>Incident not in Insurance Period</b>	If You're not insured at the time of an incident, We don't cover You.
<b>Incorrect fuel type</b>	Whether it's accidental or deliberate, don't use the incorrect fuel, We don't cover any damage to Your Car.
<b>Mechanical, structural, electronic or electrical failures</b>	If there's any mechanical, structural, electronic or electrical breakdown or failure of Your Car, it's not covered.

## 06 What's not covered

What isn't covered?	The specifics
<b>Off-road</b>	We don't provide cover while you use your vehicle on off-road four wheel drive tracks or for bush bashing.
<b>Operation of the law</b>	We don't cover any loss or damage to Your Car or Trailer that happens because of lawful seizure of Your Car or Trailer including when illegally parked and towed away.
<b>Outside Australia</b>	We don't cover any overseas incidents.
<b>Overloaded Car</b>	If You have too many passengers, or tow too heavy a load, You're not covered.
<b>Penalties, fines</b>	We don't cover any amounts for fines, offences, penalties or breaches of road traffic rules
<b>Personal items</b>	We don't cover anyone's personal stuff if it's damaged or stolen from Your Car or Trailer.
<b>Pre-existing damage</b>	We don't cover any pre-existing damage to or repairs of Your Car or Trailer.
<b>Sport and racing</b>	We don't cover Your Car for anything motorsports related. We also don't cover You if You use Your Car on a race or speedway track, or if You've raced it anywhere.
<b>Stock in trade</b>	If Your Car or Trailer is someone's stock in trade, We don't cover You.
<b>Terrorism</b>	We don't cover any loss, damage or liability from an act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action in controlling, preventing, suppressing, retaliating against, or responding to any act of Terrorism.
<b>Theft</b>	If Your Car was stolen and You haven't reported it to the police or Your Car was stolen when it was unlocked, or its alarm was disabled or the keys were still inside, then We won't cover You.
<b>Tools of trade</b>	We don't cover any tools and/or items or goods used in connection with any business, trade or occupation that's in Your Car or Trailer.
<b>Trade</b>	Don't use Your Car in the motor trade for experiments, tests, demonstrations or trials. We don't cover that.
<b>Tyre damage</b>	Tyre damage via road cuts, punctures, bursts or braking aren't covered.
<b>Unauthorised repairs</b>	We don't cover You if You make any repairs to Your Car that are not authorised by Us. To ensure Your claim and repairs are covered, contact Us before making any repairs to Your Car.
<b>Undisclosed modifications, performance or illegal modifications</b>	We cover modifications You have told Us about and are shown on Your Insurance Certificate, however if Your Car or Trailer has any undisclosed modifications, performance or illegal modifications, We don't cover You.
<b>Unlawful use of Car or Trailer</b>	We don't cover You or a person using the Car or Trailer with your express or implied consent, if the Car or Trailer is being used for unlawful purposes to the extent the unlawful use caused or contributed to the incident.
<b>Unlicensed driver</b>	We don't cover unlicensed drivers, or when the driver has had their licence cancelled or suspended at any time in the last 5 years. This exclusion applies when You did not know or could not be reasonably expected to know the status of the driver's licence.

## 06 What's not covered

What isn't covered?	The specifics
<b>Unregistered Car</b>	We don't cover any unregistered cars whatsoever.
<b>Unsafe or unroadworthy Car</b>	If Your Car's not roadworthy or safe to use, and that caused or contributed to the loss or damage, We don't cover You.
<b>Unsecured load</b>	If the Car is towing anything which isn't properly secured (in accordance with law), You're not covered.
<b>War, riot, nuclear materials or asbestos</b>	If a war, invasion (alien or otherwise), revolution, chemical or radioactive agents or substances cause any damage or loss to Your Car or Trailer, We don't cover it.
<b>Vermin</b>	These don't belong in Your Car, and as a result We don't cover any damage they cause to Your Car including to the engine or interior.
<b>Wear and tear</b>	We don't cover any loss or damage to Your Car, electric vehicle equipment or a Trailer due to wear and tear, rust or corrosion.
<b>Whole set</b>	We don't repair or replace a whole set (like tyres and rims) if all of them aren't affected. Exceptions are: <ul style="list-style-type: none"><li>• the damaged part of the set is no longer available and no comparable replacement can be found; or</li><li>• the damaged part of the set causes the whole set to lose its functionality for example, if one car speaker is damaged resulting in the other speakers failing to operate.</li></ul>



## 07 Claim it

Our first priority is making sure You're ok. Once You feel safe and comfortable, get in touch and We'll take care of Your claim for You. You just need to do the following:

### 7.1 Here's what to do first

#### Step One: Secure Your Car

Get Yourself and Your Car to a safe and secure place (if you can).

#### Step Two: Check Yourself and others

Check whether You or any other parties have any injuries and if needed call 000. If there are no injuries and the damage is minor, you won't need to call police.

If You haven't been in an accident but the Car has been stolen or maliciously damaged, You must report the incident to police.

If the incident is reported to police make sure You note down where You made the report, the police officer's name, and the incident number.

#### Step Three: Grab some details

If there has been an accident, ask the person You had the accident with for their:

- Name
- Address
- Vehicle registration number;
- Vehicle make and model;
- Insurance details;
- Telephone numbers; and
- Driver's licence number.

Were there any witnesses? Try and grab their details as well! If You feel alright to do so, try to take some photos.

#### Step Four: Call Us

Once You've got all of the above, contact Us:

- Email: [support@ponchoinsurance.com.au](mailto:support@ponchoinsurance.com.au)
- Web: <https://ponchoinsurance.com.au/claims>
- Phone: 1300 230 601

We'll do all We can to help. If We accept Your claim, We're also happy to pay the reasonable cost of having your Car towed for You to Our nearest authorised spot or talk You through any of the above process.

#### It's important that You do not do any of the following:

- admit the incident was Your fault;
- agree to pay for or repair damage to someone else's property;
- get any repairs done to Your Car (other than essential emergency repairs to ensure Your Car is roadworthy and safe - because we will do this for You; or
- intentionally leave out or give Us the wrong details.

Where the above has a detrimental impact to Poncho, Your claim may be reduced, refused and or Your Policy cancelled. We will assess the impact of the failing to meet these conditions and the extent it caused or contributed to the claim and Our decision to maintain Your Policy.

### 7.2 Making the claim and what happens next?

We know that making a claim can be confusing, so let's break it down for You. Here's all You need to do after You lodge Your claim:

#### Show Us some proof of ownership

Got some receipts, invoices, photos or warranties that show Us You own Your Car or any other item covered under the Policy.

#### Show Us proof of loss or damage

We're gonna have to ask about the little details about the loss or damage to Your Car and if applicable, any other item covered under the Policy.

#### Let Us ask You some questions

We may have to ask You some other things, like if You can let Us see Your Car, or if You have another insurance policy that can help You. Once We grab all the details, We can take it from there. Just sit back and relax!

#### Keep us in the loop

It's true, We've got major FOMO (fear of missing out).

If a claim is made against You, We need You to:

- let Us know about any communication You receive about any claim, including any court proceedings; and
- be cooperative as We negotiate, defend or settle Your claim. This could include You giving evidence in court.

#### Requesting information and Your cooperation

We will only request information or Your cooperation when relevant to handling the claim and will inform You of the reason why the information is required.

### 7.2 Making the claim and what happens next?

#### **“Soooooo, what happens next?”**

We get to work. Just leave it to Us. We'll keep You up to date with what's happening - whether its estimated completion dates, appointment of a loss assessor, or if We need more info from You. We'll get this done as quickly and efficiently as possible.

#### **Appointing others to represent you**

You can appoint someone to manage Your claim for You like a family member, and We will not unreasonably withhold our consent.

However, We could have a concern with, and not agree to dealing with a representative who has a conflict of interest for example, someone who supplies goods or services for Your claim such as a repairer.

Just make sure You get our OK before proceeding. Oh and one last thing, We will not pay any costs for someone You appoint to represent You.

### 7.3 Case closed

If any of the incidents listed in section 4.1 happen and We accept Your claim, We will, at our discretion, repair or pay for the cost of repairing Your Car, replace Your Car or pay You the Single Car Value! Our choice will have regard to the circumstances of Your claim and consider any preference You may have. You will need to pay the Contribution for any claim under the Policy unless We tell You that You don't have to pay it.

### 7.4 Repair Your Car or pay for Your Car to be repaired - We choose the repairer

We'll contact someone from our authorised repair network to organise repairs on Your Car. We or Our agent will contact You to advise of the process for repairing Your Car. Make sure You don't start this process yourself!

Generally, We use the following parts to repair Your Car. If Your Car is:

- under 3 years old, We use genuine new parts (when reasonably available); and
- 3 years or older, We use:
  - genuine new parts (when reasonably available); or
  - quality non-mechanical reusable parts.

Regardless of Your Car's age, We may use non-genuine parts for windscreens, sunroofs, window glass, radiators and air conditioning components. We only use non-mechanical reusable parts when it:

- is consistent with the age and condition of Your Car;
- does not affect the safety or the structural integrity of Your Car;
- complies with Your Car manufacturer's specifications and applicable Australian Design Rules;
- does not adversely affect the way Your Car looks after it has been repaired; and
- does not void or affect the warranty provided by Your Car's manufacturer.

If We pay for Your Car to be repaired, Our assessor and/or partner repairer will let Us know how much it is.

Keep in mind that We don't repair undamaged areas of your vehicle to create a uniform appearance (aka, We'll respray a damaged right panel, not the whole Car if the rest of the Car is undamaged). If You wish to have additional repairs completed to undamaged areas for example to ensure a uniform appearance, You may pay to do so or We will consider within the context of how best to settle Your claim.

Remember, We do, provide a Lifetime Repair Guarantee on authorised repairs (see section 5.1).

## 07 Claim it

### 7.4 Repair Your Car or pay for Your Car to be repaired - We choose the repairer

#### Replace Your Car or pay for a new car

If Your Car is a Total Loss, We can either replace Your Car if you are entitled to the 'Replacement after a Total Loss benefit' or pay You the Single Car Value (and You can use this to buy Yourself a new car... or a holiday).

Here's a few things to keep in mind:

- if We're not replacing Your Car, We'll pay You the Single Car Value minus any deductions (like any outstanding debt on Your Car owed to a creditor, Your unexpired registration, Your applicable Contribution to a claim and CTP Insurance).
- whether We're replacing Your Car or paying You the Single Car Value, We'll still cover You for any benefits (see section 5) You are entitled to.
- Your Policy ends when We replace Your Car or pay You the Single Car Value and if We do this, We will take Your damaged Car and unfortunately that's it, we keep the salvage. So it's goodbye old friend.

If You are entitled to the 'Replacement after a Total Loss benefit' and the vehicle cannot be sourced in Australia in the 8-week period from the date it is declared a Total Loss, you will have the option to select one of the following:

- Wait for a similar car to become available in Australia;
- Be paid the Single Car Value as printed on Your Insurance Certificate; or
- Be paid the purchase price of the insured vehicle when You can produce a dealership receipt confirming proof of purchase and the purchase price.

#### Credit provider's rights

You must tell Us if You have used Your Car as security for a loan with a credit provider. 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 the 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 Single Car Value; or
- the balance owing to the credit provider under the finance arrangement.

We will only pay the credit provider first if they give Us any help We ask for and You or the credit provider remove the Car from the Personal Property Security Register or similar register.

#### Got a legal liability claim?

We'll figure it out. If We accept Your claim under the Policy We'll:

- 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 event covered by Your Policy.

P.S. The maximum amount We will pay for all claims arising from any one incident or series of incident is the Legal Liability Cap.

### 7.5 Claims examples

Here are some examples of how a claim might be paid. These are just examples and don't cover all situations that might come up. The examples also don't form part of the Policy terms and conditions.

#### Example 1: At fault incident

Your Insurance Certificate shows a Single Car Value of \$20,000 and You as a Listed Driver. You run into the rear of another car and Your Car is towed to one of Our authorised repairers at a cost of \$500. We accept Your claim and decide You are at fault for the collision and assess the cost to repair Your Car is \$3,000.

We arrange for Your Car to be repaired. We pay the repairer \$2,200 being the cost of repairs of \$3,000 less the Basic Contribution of \$800. We also pay the towing company \$500 under the Towing costs benefit. You need to pay the \$800 Basic Contribution direct to the repairer.

#### Example 2: Total Loss with hire car

Your Insurance Certificate shows a Single Car Value of \$20,000 and You only as a Listed Driver. You let a friend drive Your Car and they have an accident with another car. Your Car is towed to one of Our authorised repairers at a cost of \$150. We accept Your claim and decide the driver is at fault for the collision. The cost to repair Your Car is assessed at \$20,500.

Your Car has \$200 of unexpired registration and \$300 of unexpired CTP Insurance. While We assess the damage to Your Car We arrange a hire car for You to use for 7 days at \$45 per day. At the time of the accident, You have \$70 of unexpired premium for the remaining Insurance Period.

As Your Car is uneconomical to repair (because the repair costs are higher than the Single Car Value), We decide that Your Car is a Total Loss. We pay You \$16,570 being the Single Car Value of \$20,000 less the unexpired registration of \$200, less the unexpired CTP Insurance of \$300, less the Unlisted Driver Contribution of \$3,000 plus the unexpired premium refund of \$70. We also pay the hire car company \$225 under the Transport benefit and the towing company \$150 under the Towing costs benefit. We keep the damaged Car.

You arrange the refund of \$500 for the unexpired registration and CTP Insurance.

### 7.5 Claims examples

#### Example 3: Stolen Car Replacement

Your Insurance Certificate shows a Single Car Value of \$20,000 and You as a Listed Driver. Your Car is stolen and is not recovered. At the time it was stolen Your Car had 10,000km on the odometer. We accept Your claim and at the time it was stolen Your Car has \$200 of unexpired registration and \$300 of unexpired CTP Insurance. While We assess Your claim, You incur ride sharing costs of \$20 per day for 5 days to get to work.

We decide Your Car is a Total Loss as it has not been recovered. As Your Car had less than 15,000km on the odometer at the time it was stolen, We arrange and pay for a replacement car similar to Your Car and pay for 12 months registration and CTP Insurance for the new car. You arrange the refund of \$500 for the unexpired registration and CTP Insurance for Your Car. You pay Us \$1,200 being the amount of the unexpired registration and CTP Insurance plus the Basic Contribution of \$800 less the \$100 We cover under the Transport benefit.

#### Example 4: Incident with an at fault driver

Your Insurance Certificate shows a Single Car Value of \$20,000 and You as a Listed Driver. Another car runs into your Car while You are driving. You get the name, address, telephone number, registration and insurance details of the other driver and car. We accept Your claim and decide the driver of the other car is entirely at fault for the accident and assess the cost to repair Your Car is \$2,000. While the repairs to Your Car are completed, We arrange a hire car for You to use for 5 days at \$45 per day.

We arrange for Your Car to be repaired. We pay the repairer \$2,000 being the cost of repairs. There is no Contribution payable as You were not at fault and have provided us with the other driver's details. We pay the hire car company \$225 under the Transport benefit.

We will seek to recover the payments We have made from the driver of the other car.

#### Example 5: Liability claim for damage to someone else's property

Your Insurance Certificate shows a Single Car Value of \$20,000 and You as a Listed Driver. While driving the Car, You lose control and crash into someone's front fence damaging the fence and garden. The home owner makes a claim against You for the repair costs to the fence and garden. You make a claim under the Policy for the home owner's claim against You and for damage to Your Car from the incident. We accept Your claim and decide You are at fault for the incident. We settle the home owner's claim against You for \$8,000. We assess the cost to repair Your Car to be \$3,000.

We pay \$8,000 to the home owner in settlement of the home owner's claim against You. We also pay Our lawyers \$2,000 to act on Your behalf in the home owner's claim. We arrange for Your Car to be repaired. We pay the repairer \$2,200 being the cost of repairs of \$3,000 less the Basic Contribution of \$800. You need to pay the \$800 Basic Contribution direct to the repairer.

## 08 Recovery Rights

This part sums up what You're agreeing to when We cover You under Your Policy.

### 8.1 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 rights 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 (See section 7.2).

### 8.2 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 provide consent and 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 cease, any recovery action taken by You.

# 09 Let's chat costs

## 9.1 The cost of Your Car insurance aka Your premium

Your Premium is what You pay Us i.e., it's Your bill. We send You this in Your monthly renewal invitation, and it's basically the amount We calculate for You based on Your 'risk profile' and some mandatory government fees (these are also on Your Insurance Certificate).

*"Are You calling me a risk?!"*

Only a risk worth taking! What We're trying to say is We calculate Your Premium based on a number of factors, including:

- the type and age of the Car You drive;
- how much it's worth;
- where it sleeps at night;
- whether You've decked Your Car out with accessories; and
- the age, gender and driving history of the Listed Drivers of Your Car.

### Renewals

Although Your risk profile may not change on a renewal, Your Premium might increase or decrease. Your renewal Premium is calculated taking into consideration a number of factors, including:

- changes to Your personal circumstances, including any claims made;
- any adjustments to Your Single Car Value to better reflect the underlying value of Your Car;
- our claims experience combined with Our assessment of the likelihood and expected

cost of You making a claim in the future;

- external factors such as changes to labour, parts, materials and reinsurance costs;
- our costs of doing business; and
- changes in applicable government charges, taxes or levies.

You must pay Your Premium by the Premium Due Date. Otherwise Your Policy will be cancelled.

For information about payment during renewals, please refer to section 10.3.

## 9.2 Your Contribution to a claim

Your Policy has two types of Contributions (aka excesses) that You might need to pay towards a claim. If You make a claim, We'll let You know:

- which Contribution applies and how much it is;
- when and how to pay it; and
- who to pay it to – We can ask You to pay it to Us or another party (such as a repairer).

We won't proceed with or pay Your claim if the total amount We would pay for all loss or damage caused by an incident (as assessed by Us) is less than the Contribution/s You need to pay.

If We can recover the costs of Your claim from another person who was responsible for the incident, then We will also seek to recover Your Contribution.

### Contributions

A Contribution applies to all claims. However, there are some situations where You don't need to pay this. If:

- You aren't at fault for the incident; or
- Your Car was damaged while it was parked,

and You can provide Us with the name, address, telephone number, registration and insurance details of the party at fault to the incident, You do not need to pay a Contribution to the claim. Easy as that. There are two types of Contribution that apply.

### Basic Contribution (\$800)

This applies to all claims other than where the Unlisted Driver Contribution applies.

### Unlisted Driver Contribution (\$3,000)

This applies if an Unlisted Driver is driving the Car at the time of the incident. You don't need to pay the Unlisted Driver Contribution if the incident occurred:

- during a mechanical service, valet service or car wash service;
- while the Unlisted Driver was qualified and paid to repair or test Your Car; or
- while or after the Car had been stolen.

### Next Version

No Contribution will be payable by you if damage to your Car has been caused by a deliberate act of a current or former spouse or partner. You do need to ensure any damage is reported to the police and you note down where You made the report, the police officer's name, and the incident number.



## 10 Cancelling or renewing this Policy

### 10.1 When life gets in the way

Sometimes life happens, and things change. We get it. You can contact Us (section 2.7) at any time to cancel this Policy. Free of charge - it's on Us. If You cancel Your Policy, We'll refund the portion of Your Premium which covers the remaining period of insurance.

### 10.2 When We can cancel

It hurts Us to admit it, but sometimes We have to cancel policies. This is mostly when You request changes to the policy We don't accept, don't comply with the terms, don't pay Your Premium, make fraudulent claims or make a misrepresentation to Us before You sign up.

When We cancel Your Policy, We'll refund the portion of Your Premium which covers the remaining period of insurance.

If We decide to pay Your claim as a Total Loss, the cover for Your Car under this Policy comes to an end and We'll refund the portion of Your Premium which covers the remaining Insurance Period for that Car. If You have more than one Car insured under the Policy, the remaining Cars will continue to be insured under the Policy.

### 10.3 Everything You need to know about renewing

To ensure You won't risk driving uninsured, We automatically renew Your Policy via direct debit or charging Your Account (as applicable) unless We let You know otherwise or if You ask Us to not renew it.

We'll be in touch no later than 14 days before the expiry date of Your current Policy with a monthly renewal invitation which will tell You when Your current Policy will expire, whether We are prepared to renew Your current Policy and if so, the terms of the renewal offered including Your renewal Premium and any changes to Your Policy. Make sure You review our renewal invitation carefully to check that any proposed renewed Policy will still suit Your needs. We may give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. Note, each renewal equals a separate Policy, and not as an extension of the prior Policy.

**Check your certificate of insurance** to ensure all Your details are correct. If something has changed you need to let us know in a reasonable time, please refer to section 2.3 Things changed?

**If Your automatic renewal payment is rejected or not made by the Premium Due Date** shown on the renewal invitation, We will cancel Your Policy. We will advise You of this.

If You don't want to take up Our renewal offered in a renewal invitation, do let Us know at least a day before the Premium Due Date.

### 10.4 If You're not happy, We're not happy

It's simple. You're Our first priority and if something has gone wrong, We want to fix it for You.

If You have a complaint, please contact Us at [support@ponchoinsurance.com.au](mailto:support@ponchoinsurance.com.au) and We will try to resolve the complaint for You. If this step does not resolve Your complaint, You can refer the matter to Our Customer Relations area by asking Us or contacting Customer Relations who will provide You with a decision.

If You are unhappy with the decision from Customer Relations or Your complaint is not resolved, You can seek an external review with the Australian Financial Complaints Authority:

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

**Mail:** Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

# 11 Some legal stuff

(That Our lawyers said was important to put in)

## 11.1 Privacy - How We use Your personal information

The privacy of Your personal information matters to Us. We want You to be confident about how We use Your personal information. We collect this information so We can provide our quotes, products and services to You. We get this info from websites, emails, phone conversations, or when You write to Us.

If You're not comfortable providing Us the stuff We ask for, We can't provide a quote or an insurance policy. It can also affect any claims You might make.

The personal information We ask for will be used by:

- Us;
- Our related entities;
- Our service providers, who may be overseas;
- other parties set out in our privacy policy.

We also collect Your information so We can link You to some related services that may be of interest to You. However, We can stop anytime You ask Us to.

Want to learn more? Check out Our Privacy Policy at <https://ponchoinsurance.com.au/privacy-policy/>.

Alternatively, contact Us (section 2.7)

## 11.2 Claims and GST

The Premium for this Policy may include Goods and Services Tax (GST) and this amount will be shown on Your Insurance Certificate.

Any claim payments under this Policy also include GST (including and relevant amount covered or the max We pay).

Note: if You're entitled to claim any input tax credit (ITC) for repairs or replacement of insured property and other things, We'll reduce any claim under the insurance by the same amount as the ITC.

Please let Us know of any entitlements to ITC You have.

## 11.3 Financial Claims Scheme (FCS)

If We ever become insolvent (touch wood please), don't stress. You may be entitled to payment under the Federal Government's Financial Claims Scheme (FCS). Access to the scheme is subject to eligibility criteria. Check out further information at <http://www.fcs.gov.au>.

## 11.4 General Insurance Code of Practice

If You want to check out the General Insurance Code of Practice We pride ourselves in having adopted, jump over to <http://codeofpractice.com.au>. The Code outlines certain minimum standards of service that you should expect from insurers that have adopted the Code. The standards covered by the Code include buying and renewing insurance, claims handling and complaints handling. The website will also provide information about the Code Governance Committee. The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

We also adhere to the Motor Vehicle Insurance and Repair Industry Code of Conduct. If You've got some spare time, go check it out (<http://abrcode.com.au>), We hear it also gets some gears going.



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Issuer: Insurance Australia Limited trading as  
Poncho Insurance

ABN: 11 000 016 722

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