

STATEMENT AND POLICY

Combined Product Disclosure Statement and Policy Wording

Vehicle Equity Insurance

Combined Product Disclosure Statement and Policy Wording prepared 24 December 2015 Issued by:

LFI Group Pty Ltd ABN 31 138 903 581 Australian Financial Services Licence number 413613

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# IMPORTANT CUSTOMER INFORMATION

This document (which is Our combined Product Disclosure Statement (PDS) and Policy Wording) contains important information to help You understand LFI Vehicle Equity Insurance.

Any information or advice We or Our representatives provide (including this document) in relation to LFI Vehicle Equity Insurance is general only and does not take into account Your personal objectives, financial situation or needs.

Before You decide whether to purchase LFI Vehicle Equity Insurance or use any of the services offered by Us and/or Our representatives, You should read this document carefully to understand the features and limitations of this insurance and to decide whether it is right for You. If You do not understand any part of this document or would like more information, please contact Us and We will be happy to explain.

The PDS and Policy Wording are current as at the date of preparation, however information may change from time to time. If a change is not materially adverse, We may update this document by making information about the change available on the LFI website at www.lfi.com.au.

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# About LFI Vehicle **Equity Insurance**

LFI Vehicle Equity Insurance is designed to help You meet Your loan repayment obligations and other costs associated with the Total Loss of Your Vehicle.

LFI Vehicle Equity Insurance is not compulsory and it is not a condition of Your Loan Contract that You have this insurance. If You choose to buy Vehicle Equity Insurance, You may do so with another insurer.

# Who is the insurer?

This insurance is underwritten by LFI Group Pty Ltd ABN 31 138 903 581.

LFI holds an Australian Financial Services Licence (AFSL) number 413613 and is authorised under its AFSL to deal in and provide general advice on general insurance products (including issue).

In this document, 'We', 'Us' and 'Our' refers to LFI Group Pty Ltd.

If You decide to purchase a Policy, please keep a copy of this document with Your Policy Schedule in a safe place, together with a copy of Your Application. All these documents form Your contract of insurance.

# Welcome to LFI Vehicle **Equity Insurance**

Getting Your loan approved can be an exciting feeling. But have You considered how You would meet Your loan repayments in the event of a Total Loss of Your Vehicle? This event may leave You with a significant Shortfall to pay on Your loan, as well as other costs You may incur due to the Total Loss of Your Vehicle.

LFI Vehicle Equity Insurance can help You and Your family meet Your loan repayments when You need it.

# A summary of the benefits of LFI Vehicle Equity Insurance

- · Peace of mind to help pay any Shortfall if Your Comprehensive Vehicle Insurer does not cover this amount in the event Your Vehicle is written off.
- Reimbursement of the excess paid under Your Comprehensive Vehicle Insurance policy, and for costs associated with purchasing a replacement vehicle.
- Payment of an amount even if there is no Shortfall due under Your Loan Contract in the event that Your Vehicle is written off.
- Flexible Cover Options available.

# Types of Cover available

	COVER OPTION 1	COVER OPTION 2	COVER OPTION 3	COVER OPTION 4
MAXIMUM SHORTFALL BENEFIT	\$20,000	\$15,000	\$7,500	\$5,000
MAXIMUM EXTRAS BENEFIT	\$5,000	\$4,000	\$2,000	\$1,000
NO SHORTFALL RENEFIT	\$2,000	\$2,000	\$1,000	\$1,000

# A summary of the risks of LFI Vehicle Equity Insurance

- It may not be appropriate for Your needs.
- Not everything is covered by this insurance as there are limits and exclusions to the insurance that You should be aware of, and which are set out in this document.
- · All benefits payable under the insurance are subject to financial limits.
- Insurance depends on Your continued compliance with Your obligations under Your Policy.

### Example

Where Your Vehicle is declared a Total Loss by Your Comprehensive Vehicle Insurer and the outstanding balance payable by You under Your Loan Contract is \$30,000, the Total Loss Payout by Your Comprehensive Vehicle Insurer is only \$20,000. In this example, We would pay to Your Financier the Shortfall of \$10,000.

# Applying for Cover

When You apply for Cover, You will need to complete an Application. We will use and rely on the information supplied by You to decide whether You are eligible for Cover and if so, the terms of Cover We will provide.

If We determine that You are eligible for Cover and You have paid the applicable premium. We will provide Cover to You on the terms and conditions contained in this document and the Policy Schedule (which confirms details of Your Cover, any additional exclusions We have applied to Your Cover and other important information such as the Period of Cover) that We issue to You.

This document, Your completed Application and Policy Schedule make up Your Policy with Us. It is Your responsibility to ensure that all details in Your Application and Policy Schedule are correct and to immediately inform Us of any corrections that need to be made.

# IMPORTANT CUSTOMER INFORMATION

# Risks associated with this insurance

To help You consider the risks of having this insurance, You should read this document carefully before You buy this insurance, and contact Us if You need any further information.

The risks associated with You having this insurance include:

- The insurance Cover You select may not be appropriate for Your needs.
- You must at all times comply with Your obligations under Your Policy. For example, this includes paying the applicable premium on time, giving Us complete and truthful information and immediately informing Us if information You gave Us is no longer complete and truthful. Your obligations are described in this Policy. If You don't comply with Your obligations, Your Cover under this Policy may be reduced or cancelled.
- Not everything is covered by this Policy. There are limitations to Cover. In order to understand when the Policy will cover You and when it will not, You should carefully read this document, including the details under the heading POLICY EXCLUSIONS.
- Benefits payable under the Policy are subject to limits. The maximum amounts We will pay for the Cover You have chosen are set out under the heading POLICY COVERAGE. Please read these details to ensure You understand the limits of Cover.

# Your duty of disclosure

It is important that You understand Your duty of disclosure.

What You Must Tell Us and Why: You must answer Our questions truthfully and completely and tell Us anything known to You and anything that a reasonable person in the circumstances could be expected to know, which is relevant to Our decision to insure You and the terms on which You are insured. We will use and rely upon this information in deciding whether to insure You and anyone else to be insured under the Policy, and if so, on what terms.

What You Do Not Need to Tell Us and Why: You do not need to tell Us anything that diminishes the risk to be insured by Us, that is of common knowledge, that We would know in the ordinary course of business or matters in respect of which disclosure has been waived by Us.

Who Needs to Tell Us: You must answer Our questions for You and anyone else whom You want to be covered by the Policy. Your answers will affect the Cover We provide to You and anyone else covered by Your Policy.

If You Do Not Tell Us: If You do not answer Our questions truthfully and completely, or if You withhold relevant information from Us, We may be entitled to reduce or refuse to pay a claim, or cancel Your Policy. If You answer Our questions fraudulently, We may be entitled to either refuse to pay a claim or treat Your Policy as if it never existed.

When Your Duty of Disclosure Applies: Your duty of disclosure applies before You enter into an insurance policy with Us up to when We issue the Policy and before You renew, extend, vary or reinstate an insurance policy.

# Ongoing disclosure: changes to Your details or circumstances

You must inform Us immediately in writing if:

- · You change Your name or address;
- Your Comprehensive Vehicle Insurer replaces Your Vehicle following a Total Loss and You would like to continue Cover under this Policy on Your replacement vehicle;
- Your Loan Contract ends earlier than the end of the Period of Cover; or
- You vary the Loan Contract in any way without Our prior written consent to the variation.

## What is the cost?

The premium payable for Your Policy will be shown on Your Application and Policy Schedule. The premium will vary depending on the Cover You choose. In setting premiums. We take a number of factors into consideration. These factors may include:

- The Cover Option You have chosen:
- The amount You have borrowed under Your Loan Contract: and
- The type and value of Your Vehicle.

Included in the premium for Your Policy is the commission payable by Us to the representative who assisted with arranging Your Policy. More information on commission payments and benefits received by representatives is available from the Financial Services Guide provided to You in relation to this Policy or by contacting Us.

# Payment of premium

The insurance premium for Your insurance Policy may be part of Your finance or, You can choose to pay it as a separate amount.

### Government duties

We reserve the right to pass onto You any Government duties, taxes or charges that are or become payable by Us or You in respect of Your Policy.

# Cooling off period

You have a cooling off period which is the right to cancel Your Policy within 21 days of the commencement of the Period of Cover, unless You have made a claim during the cooling off period.

If You wish to cancel Your Policy during the cooling off period, You must notify Us in writing and We will refund the premium in full and Your Policy will be terminated.

# Taxation information

General insurance premiums are subject to Goods and Services Tax (GST) imposed by the Commonwealth Government. In addition State Governments impose stamp duty on premiums at varying rates. These taxes and duties will be shown on Your Policy Schedule. GST will also affect any claim You make under the Policy. Please read the details under the heading HOW TO MAKE A CLAIM.

The income tax treatment of premiums paid by You under the Policy and any claims payments received by You will depend on Your personal circumstances. Accordingly. You should seek Your own professional taxation advice about Your personal circumstances.

# The General Insurance Code of Practice

The Insurance Council of Australia (ICA) has developed a voluntary General Insurance Code of Practice, which LFI Group Pty Ltd has adopted.

The Code is designed to raise the standards of service and practices in the general insurance industry. It aims to promote more informed relations between insurers and their customers, improve consumer confidence in the general insurance industry, improve the quality of policy documentation and information provided to consumers and ensure that Our representatives act in an honest, fair, efficient and transparent manner.

To obtain a copy of the Code visit www.insurancecouncil.com.au or call (02) 9253 5100.

# Your Privacy

By submitting an Application for insurance to Us You will be supplying Us with personal information and permitting Us to use this information in accordance with Our privacy policy and as set out below. If You don't give Us the information We need, then We may not be able to offer You insurance.

We collect, hold, use and disclose Your personal information for the purposes of:

- · Assessing Your Application;
- Determining whether We can offer You insurance and if so, determining the appropriate terms and conditions that will apply;
- Administering Your Policy (including processing claims and responding to Your queries relating to Your Policy) and otherwise in accordance with the law.

Your personal information may be disclosed to third parties such as health professionals, assessors, external dispute resolution bodies as well as Our related companies.

If You give Us personal information about other individuals. We rely on You to have made them aware that You have provided their information to Us and of the third parties We may provide it to, the purposes We and the third parties may use it for, and how they can access it. If You have not done any of these things, You must inform Us immediately.

With some exceptions You have rights of access to, and correction of, Your personal information upon request. We value the privacy of personal information and We ensure that information about You is handled in accordance with the law.

Information about Our privacy policy is contained on Our website at www.lfi.com.au. Alternatively, You may contact Our Privacy Officer on 1300 888 318 to discuss any concerns or to request a free copy of Our privacy policy.

# THE POLICY

### **Definitions**

Some words have a special meaning in this document. These words are listed below.

**Agreed Value**: means the amount that You and Your Comprehensive Vehicle insurer agree to insure Your Vehicle for.

**Application**: means the Application form for this Policy:

- on which (i) You provide information about You and anyone else whom You want to be covered by this Policy and (ii) You choose the type of Cover; and
- which includes (i) any separate sheets of paper that You attached to that form and provided to Us and (ii) any written amendments We send to You.

**Comprehensive Vehicle Insurer**: means the insurer of the Comprehensive Vehicle Insurance Policy for Your Vehicle.

Comprehensive Vehicle Insurance Policy: means the insurance policy that provides cover for loss of or damage to Your Vehicle, in force as at the date of the Total Loss of Your Vehicle.

**Cover**: means the insurance Cover that is provided by Your Policy.

**Cover Option**: means the Cover Option You selected in Your Application for this Policy.

**Extras**: means the following expenses incurred by You in purchasing a new Vehicle following the Total Loss of Your Vehicle:

- stamp duty;
- · dealer delivery fee;
- registration;
- excess (or deductible) payable or borne by You in respect of the Total Loss of Your Vehicle under Your Comprehensive Vehicle Insurance Policy;
- up to 10 days car hire for a maximum of \$80 per day;
- premium for insurance covering loss of or damage to Your new Vehicle; and
- Private Expenses.

Extras does not include payments which in any way relate to property mortgaged to the Financier or property in which the Financier has a security interest.

**Financier**: means a financial institution that has provided credit to the Insured and is named in the Policy Schedule.

**Insured**: means each person(s) named in Your Policy Schedule who has been given Cover by Us.

**Loan Contract**: means the Loan Contract, as specified in Your Policy Schedule.

**Market Value**: means the current Market Value of Your Vehicle as it was immediately prior to the incident resulting in the Total Loss.

No Shortfall Benefit: means the benefit We will pay to You where the Shortfall is zero.

**Period of Cover**: means the period during which We provide Cover to You under this Policy as stated in the Policy Schedule.

**Policy**: means the insurance contract between You and Us on the terms set out in this document, Your Application and the Policy Schedule.

**Policy Schedule**: means the Policy Schedule We provide to You which confirms the insurance Cover provided to You under Your Policy.

**Private Expenses:** means expenses directly incurred by You as a result of the Total Loss of the Vehicle that would not have been incurred if it were not for the Total Loss. These expenses include, but are not limited to:

- additional travelling expenses;
- overnight accommodation;
- · meals; and
- · phone calls.

**Shortfall**: means the amount owing on Your Loan Contract at the date of the Total Loss of Your Vehicle, less the amount of the Total Loss Payout less any other amount excluded by this Policy.

**Total Loss**: means that Your Vehicle is determined by Your Comprehensive Vehicle Insurer to be damaged beyond economical repair or stolen and not recovered.

**Total Loss Payout**: means the payout of the Market Value or Agreed Value of Your Vehicle paid by the Comprehensive Vehicle Insurer to You or Your Financier in the event of the Total Loss of Your Vehicle (ignoring any excess or deductible payable by or borne by You under Your Comprehensive Vehicle Insurance Policy).

**Vehicle**: means the Vehicle described in the Policy Schedule including the manufacturer's standard equipment and accessories fitted in or on the Vehicle at the time You purchased the Vehicle.

We, Us and Our: means LFI Group Pty Ltd.

**You, Your**: means the Insured(s) named in the Application and Policy Schedule.

# This Policy is a contract

Your Policy is an insurance contract and the terms are made up of this document, Your Application, Your current Policy Schedule and any future changes to Your Policy.

# To be eligible for this Policy

### You must:

- · Be at least 18 years of age;
- Have Your Vehicle covered by a Comprehensive Vehicle Insurance Policy;
- Be a borrower on a Loan Contract Application for a motor Vehicle; and
- Have a Vehicle with carrying capacity less than 2 tonnes.

# Policy coverage

### Shortfall benefit

If Your Vehicle is declared a Total Loss by Your Comprehensive Vehicle Insurer and Your Comprehensive Vehicle Insurer pays the Total Loss Payout, We will pay to Your Financier the Shortfall, subject to the terms (including conditions, exclusions and limitations) of this Policy.

### Extras benefit

In addition, if:

- Your Vehicle is declared a Total Loss by Your Comprehensive Vehicle Insurer;
- Your Comprehensive Vehicle Insurer pays the Total Loss Payout; and
- We pay the Shortfall benefit to Your Financier,

We will reimburse You for Extras You have incurred and for which You have provided receipts to Us, subject to the terms (including conditions, exclusions and limitations) of this Policy. We will not make any payment under this benefit if Your comprehensive motor insurer replaces Your Vehicle.

# Maximum amounts payable

The maximum Shortfall benefit and maximum Extras benefit amounts payable under this Policy depends on the Cover Option You selected in Your Application and the Application of the terms (including conditions and exclusions and limitations) of this Policy to Your claim.

The table below shows the maximum Shortfall benefit and maximum Extras benefit amounts under each Cover Option that You can select in Your Application.

	COVER OPTION 1	COVER OPTION 2	COVER OPTION 3	COVER OPTION 4
MAXIMUM SHORTFALL BENEFIT	\$20,000	\$15,000	\$7,500	\$5,000
MAXIMUM EXTRAS BENEFIT	\$5,000	\$4,000	\$2,000	\$1,000
MAXIMUM TOTAL BENEFIT	\$25,000	\$19,000	\$9,500	\$6,000

We will only pay an Extras benefit if We have paid a Shortfall benefit to Your Financier.

If Your Comprehensive Vehicle Insurer pays the Total Loss Payout and there is no outstanding balance on Your Loan Contract, We will pay to You a No Shortfall Benefit, subject to the terms (including conditions, exclusions and limitations) of this Policy. The No Shortfall Benefit is \$2,000 for Cover Options 1 and 2 and \$1,000 for Cover Options 3 and 4.

If the No Shortfall Benefit is paid We will not pay any Extras benefit. Any claim for a No Shortfall Benefit must be reported to LFI within 6 months from the date of the event that results in the Total Loss.

# Policy exclusions

In addition to the other Cover limitations set out in this document, We will not pay any benefit or claim under this Policy if for any reason whatsoever:

- Your Comprehensive Vehicle Insurer replaces
   Your Vehicle with a replacement vehicle following
   a Total Loss.
- You are offered a replacement vehicle by Your Comprehensive Vehicle Insurer and You do not accept the offer.
- The Total Loss of Your Vehicle arises from contamination by chemical and/or biological agents which results from an act of terrorism, war or warlike activities, riot, civil commotion, strike or lockout.
- You are not the registered owner of the Vehicle at the time the Total Loss occurs.

The following amounts will not be included in any Shortfall benefit payable by Us:

- Arrears or deferred payments owed to the Financier as at the date of the Total Loss of Your Vehicle.
- An amount arising from a variation to Your Loan Contract which has not been notified to Us and confirmed by Us in writing to You as being covered under Your Policy.
- Any early termination fee or early payout fee that applies to Your Loan Contract.
- Any amount for which a rebate is capable of being paid to You under a contract financed under the Loan Contract.
- Any excess paid or due under Your Comprehensive Vehicle Insurance Policy.
- Any GST liability unless You are not a Registered Entity within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- For any payments made by Your Comprehensive Vehicle Insurer, or any amounts that it has a liability to pay, in respect of loss or damage resulting from the Total Loss of Your Vehicle.

If You accept a Total Loss from Your Comprehensive Vehicle Insurer which is less than the Market Value or Agreed Value of Your Vehicle, We will reduce Your Shortfall benefit payment by the amount equal to the difference between the Total Loss Payout and the Market Value or Agreed Value of Your Vehicle.

# When am I covered?

The Period of Cover is the period beginning on the date Cover commences and ending on the date Cover ceases, as stated in Your Policy Schedule.

Provided We accept Your Application and You have paid the premium, We will insure You during the Period of Cover subject to the terms and conditions set out in Your Policy.

### The start of Your Cover

Your Cover will commence on the applicable date referred to in the Policy Schedule as being the date that the Period of Cover commences or the date of the commencement of Your Loan Contract, whichever is the later.

### The end of Your Cover

Your Cover will end on the earliest to occur of the following:

- The Policy is cancelled;
- The Period of Cover ends;
- The Loan Contract is paid out or re-financed with a financier who is not the Financier;
- The payment of a claim under Your Policy;
- Your Vehicle is no longer covered by a Comprehensive Vehicle Insurance Policy;
- 7years from the commencement of the Period of Cover;
- The time for repayment by You of the outstanding amount specified in Your Loan Contract has passed; or
- The Financier repossesses Your Vehicle.

# Continuing Your Policy after Your Vehicle is replaced

If Your Vehicle is declared a Total Loss by Your Comprehensive Vehicle Insurer and Your Comprehensive Vehicle Insurer replaces Your Vehicle with a replacement vehicle, You may ask Us to continue Cover under this Policy on the replacement vehicle. To do this You must contact Us and provide the details of the replacement vehicle. If We accept Your Application to continue Cover under this Policy on the replacement vehicle, We will confirm this in writing to You. If We confirm this in writing to You, no payment will be made by Us in respect of Your Vehicle which was a Total Loss.

# How can Your Policy be cancelled?

### Cancellation by You

You may cancel this Policy at any time by notifying Us in writing. If the Policy is cancelled after the cooling off period, We will retain the proportionate premium for the time that Cover has been provided.

If You have financed the premium for this Policy, We will require the written approval of the Financier before cancelling the Policy. Any refund of premiums will be made to the Financier

### Cancellation by Us

We may cancel this Policy in accordance with the law. This includes where You have:

- Failed to comply with Your duty of disclosure;
- Failed to comply with a term of Your Policy, including a failure to pay the premium; or
- Made a misrepresentation to Us before the Policy was entered into.

If We cancel Your Policy, We will give You notice in writing of the cancellation.

If We cancel Your Policy after You have made a claim, We do not have to refund Your premium.

# Variations to Your Policy

Your Policy can only be changed by LFI. No other person or entity (including agents of LFI) has the right to change any part of the Policy.

# How to make a claim

Telephone Us on 1300 888 318 for a claim form. A completed claim form and the following information will be required in order for Us to assess Your claim:

- All details of Your Comprehensive Vehicle Insurance Policy and any documents relating to the settlement of Your Total Loss Payout, including a copy of the release You signed to obtain Your Total Loss payment, which Your Comprehensive Vehicle Insurer required You to sign in order to receive the payment.
- A copy of Your Loan Contract and the full breakdown calculation of the amount outstanding on the Loan Contract as at the date of the Total Loss of Your Vehicle.
- A copy of the Vehicle registration papers.

We reserve the right, at Our cost, to obtain an independent assessment and valuation report in relation to any matter that affects Your claim under this Policy.

We may ask You to provide Us with other information in support of Your claim. If We do, We will notify You as part of the claim process. You must provide Us with any other information We reasonably require in order for Us to assess Your claim.

### **GST** on claim payments

When We make a payment under this Policy for the acquisition of goods, services or other supplies, We will reduce the amount of any payment by the amount of any input tax credit (ITC) that You are entitled to, whether or not that acquisition is actually made. In the case that a compensation payment is made under this Policy in lieu of payment for the acquisition of goods, services or other supplies. We will reduce the amount of that payment by the amount of ITC You would have been entitled to had the payment been used to acquire goods, services or other supplies.

We recommend that You seek professional advice. In the event of claim We will seek information from You in regard to any Input Tax Credit entitlement. With this insurance on Your loan, there may be

taxation implications affecting You, depending on Your own circumstances.

### Claim recovery

We reserve the right to take action against any person or entity and to recover costs incurred by Us from them where We believe that such other person or entity has caused or contributed to You suffering a loss covered by this Policy. If We do this, We may take action in Your name and You will be required to cooperate with Us and provide any information We may reasonably require.

### Fraudulent claims

We may be entitled to refuse to pay claims made fraudulently. In certain circumstances We may even cancel Your Policy if You make a fraudulent claim.

### Financial claims scheme

A person entitled to claim under an insurance policy issued by an insolvent general insurer may be entitled to payment under the financial claim scheme established by Part VC of the Insurance Act 1973 (Cth). Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.apra.gov.au or by contacting the APRA hotline on 1300 55 88 49.

# Other information

### Relevant law

This Policy is governed by the laws of Australia.

### **Complaints and dispute process**

If You have a complaint relating to Your Policy or the services that We or Our representatives provide, please contact Us and We may be able to resolve the complaint for You. If We are unable to satisfactorily resolve Your complaint You may request that it be referred to Our Internal Dispute Resolution process. You can contact Our Internal Disputes Officer:

Address: Level 16, 535 Bourke Street,

Melbourne, Victoria 3000

Telephone: 1300 888 318

Our Internal Dispute Resolution process is provided to You free of charge and We will respond to Your complaint within 15 working days.

If You are not satisfied with the outcome of Our Internal Dispute Resolution process, You may refer the matter to the Financial Ombudsman Service (FOS). The FOS may be contacted:

Telephone: 1300 780 808 (local call fee applies)

Facsimile: (03) 9613 6399

Address: GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au

The FOS is provided at no cost to You and is an independent service which will investigate Your complaint and provide a ruling that is binding on Us.

### How to contact Us

You can contact Us (including to confirm any Policy transaction or obtain further information relating to Your Policy) by any of the following methods:

Telephone: 1300 888 318 Facsimile: 03 8613 1999

Address: Level 16, 535 Bourke Street,

Melbourne, Victoria 3000

Email: enquiry@lfi.com.au
Website: www.lfi.com.au



CALL 1300 888 318
OR VISIT LFI.COM.AU
FOR MORE INFORMATION

LFI Insurance Underwritten by: LFI Group Pty Ltd ABN 31 138 903 581 AFSL 413613 'Vehicle Equity Insurance'

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