

A background map of a city grid with several green rectangular highlights scattered across it. The map is light gray and shows street patterns and some larger building footprints.

KOBA PAY-PER-KM COMPREHENSIVE CAR INSURANCE

TERMS OF BUSINESS

Updated: November 28, 2023



We try to make using KOBA as easy as possible, so that you can stay focused on saving money. Our App is designed to ensure that you are able to monitor exactly how much your car insurance is costing you at any time.

We have prepared some terms of business to assist you in understanding how we operate. These Terms are legally binding and form part of our product offering. By using our App and allowing us to track your kilometres, using the KOBA Rider device or through Connected Car, you agree to be bound by these Terms.

What do we do?

Where we refer to “we”, “us” or “our” in this Terms of Business, we mean KOBA Insurance Pty Ltd, ABN 33 642 789 286 (KOBA).

KOBA insurance is a comprehensive motor vehicle insurance product but the difference is that we charge for what you use including an upfront cost to cover damage when Your Car is parked. You then only pay an additional per kilometre rate for the distance you drive. If you leave Your Car in the garage all day, you only pay the upfront cost. Our App reconciles trip data for each Journey and details the per-kilometre rate that you are charged.

We value our customers and have included additional features such as protection from ‘bill shock’ (i.e. large usage bills) by including daily and monthly kilometre caps, allowing you to exceed those caps without extra cost.

KOBA App

You must create an account using the KOBA App in order to see your trip information, to monitor your usage cost for the insurance, to ensure your payment details are up to date and to access important information about your policy.

Kilometre tracking

To access insurance on a per kilometre basis, we need to track how far you drive. We do this in one of two different ways and we will advise you which option is applicable to your policy:

1 KOBA Rider device

We may send you a KOBA Rider device (about the size of a matchbox) and accessories which connects to Your Car’s OBD computer outlet, with instructions regarding how to install it. Once installed, this will automatically collect data when you are driving and the data will upload to the App 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, and we have this option available in your area, you can connect directly to the App and share approved car data with KOBA.



We must be able to record how many kilometres you drive in order for us to properly calculate your insurance. The KOBA Rider, or your Connected Car service, collects important real-time data from Your Car and each one recognises the vehicle's location and relays the data to the App.

You acknowledge and agree that in the event that we are not able to receive Vehicle Data from Your Car, we may be forced to charge the maximum daily amounts for your insurance or otherwise we may seek to cancel your policy (see our PDS for more information).

If you have a KOBA Rider

The KOBA Rider will at all times remain our property and you are responsible for keeping it safe. You must not try to modify, tamper with, attempt to access the software on, or hire, lend, sell or give the KOBA Rider to any other person. We will not be liable or held responsible for any Loss that you may suffer as a result of your failure to properly install the KOBA Rider or to ensure that your vehicle is connected to our App in one of the above methods, unless this is due to our supply of a defective KOBA Rider. When we supply you with a new or replacement KOBA Rider device, it is your responsibility to install it within a reasonable period after supply.

If your device is removed, tampered with or otherwise not reporting your driving usage correctly, we will not be able to charge you correctly. If you suspect it is not working, please contact us.

Installation of KOBA Rider

We will provide you with detailed instructions on how to install the KOBA Rider device including accessories supplied by us which are required to connect the KOBA Rider device to your vehicle. If you require additional support or assistance, you can contact us with questions. The KOBA Rider plugs into Your Car's OBD port which is usually located behind a panel in the lower section of the dash and is used when servicing or repairing the vehicle to monitor codes that indicate if a system or component is not functioning properly.

You are responsible for the correct, safe and careful installation and removal of the KOBA Rider device. If Your Car manufacturer advises, you should seek the help of a qualified automotive technician to install the KOBA Rider. You acknowledge and agree that we will not be liable and will be held harmless from any Loss that is suffered or caused by installing or removing the KOBA Rider device.

What if my KOBA Rider device is not working or my App is not connecting?

If you notice the KOBA Rider isn't working as it should be, you must let us know as soon as possible and we will send you a replacement KOBA Rider device. We are responsible for the functionality, performance and technical support of the KOBA Rider device. If the device is faulty or we are otherwise responsible for the failure of the KOBA Rider device to operate correctly, we will replace the KOBA Rider device at no charge. You will be responsible for paying the KOBA Rider fee (as outlined in our PDS and in your Insurance Certificate) if any damage or fault in the device is caused by your negligent or wrongful acts.



We will not be liable for any damage that is caused to your vehicle as a result of the incorrect installation, removal or use of the KOBA Rider device or from any negligent or wrongful acts or omissions in using the vehicle or the KOBA Rider device fee.

If we have sent you a replacement device, you must return the original faulty device and accessories to us. If you fail to return the original device and accessories to us, we may charge a KOBA Rider device fee.

We do not make any representation or warranty about the condition, performance, quality or suitability of the KOBA Rider device for any purpose. To the maximum extent permitted by law, all such representations and warranties are excluded. Any rights and remedies available to you under the *Australian Competition and Consumer Act 2010 (Cth)*, or any similar State or Territory legislation relating to our products and services including the KOBA Rider device which cannot be excluded, restricted, or modified, will apply for your benefit.

What happens when I end my coverage with KOBA?

We don't want to see you leave, but we understand that sometimes relationships have to come to an end. We try to make cancellation as painless as possible and you should check our PDS for more information on how to cancel your insurance cover. When you do cancel your cover you will be required to return the KOBA Rider device within 14 days. We will provide you with our reply paid details to make it easier for you to return it to us. If you fail to return the device and accessories or it is lost, you will be charged for the KOBA Rider fee as detailed in the PDS and your Insurance Certificate.

Data Collection and usage

Like anyone that offers insurance, we are obsessed with data, however instead of using your data against you, we want to use it to help.

KOBA takes a strong position around trust, security, and integrity. We believe that your data is yours and you should be able to decide what to do with it. We want to be leaders in the industry in using data to benefit our customers.

Vehicle Data

The KOBA Rider device or Connected Car service provides us with Vehicle Data that we use to provide you with insurance. We use 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.

Other Data

In the future we hope to enable you to link your KOBA account (via the App) to other products, institutions or apps. This will be completely optional, so that we are able to provide you with additional benefits. We may anonymise this data and share it with third parties to provide you with a better service.



Data Aggregators

When you integrate your KOBBA account to Your Car, we will use services provided by third-party accredited data recipients and aggregator (ADR), to automatically pull the telematics data from Your Car. When you enter your details, you will be directed to the relevant third party to enter your details and to accept their terms and conditions of use. Please read their relevant terms and conditions of use and consider if they are acceptable to you before proceeding.

Security

All information that we hold is stored securely and we will take all reasonable steps to protect your personal information from misuse, unauthorised access, modification, disclosure and loss.

We value your data and any information that you provide us with will not be passed on to third parties to engage in direct marketing. We may send information to you from time to time relating to products, benefits, offers and services that we think can assist you, which you can opt out of at any time.

Privacy Policy

We are committed to protecting your privacy and personal data. Our Privacy Policy is available at <https://www.kobainsurance.com.au/privacy>. By using our App and sharing your Vehicle Data you agree for us to use your personal information in accordance with our Privacy Policy, the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles.

Limitation on Liability

To the maximum extent permitted by law, we will not be held liable for any fines, penalties, taxes (except GST) or any exemplary, aggravated or punitive damages, liquidated damages or any indirect or consequential loss (including but not limited to loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, loss of contract or loss of production).

We will not be liable or held responsible for any Loss that you may suffer (other than any liability we have at law) if you:

- / fail to comply with the conditions of your policy;
- / do not properly install the KOBBA Rider device or do not properly enable Connected Car access to Your Car; or
- / if you incorrectly use the App.

Our total aggregate financial liability in respect of claims based on events arising out of or in connection with your use of the KOBBA Rider device or our App, whether in contract or tort (including negligence) or otherwise, shall in no circumstance exceed the amount of your Loss which will not exceed the total sum insured for your vehicle.

Indemnity

You indemnify KOBBA against any Loss, however caused, in connection with any breach of these Terms by you or any failure by you in relation to your legal obligation or which arise as a consequence of your conduct or use of the KOBBA Rider device, Connected Car or the KOBBA App whether arising under tort, statute, equity, contract or any other cause of action and where we suffer such Loss as a result of:



- / your negligent or wrongful acts or omissions;
- / your breach of any law, regulation or rules including any criminal offence committed by you;
- / damage that you cause to our App, the App Material or the KOBAs Rider device;
- / property damage or personal injury suffered by any other user, person or entity;
- / your use of our App, the App Material, our products or services or the KOBAs Rider device; or
- / your violation of these Terms or our Privacy Policy,

but you will not be liable for any Loss to the extent such Loss is the direct result of our negligent or wrongful acts or omissions.

Intellectual Property

All information, graphics, data, prices, charts, video, audio and any other material (**App Material**) displayed on or available on the App, and all the underlying source code and software, is owned or used under license by us, except where expressly stated in these Terms.

The App, all App Material, the KOBAs Rider device and any intellectual property which vests in either of them is owned by us. You may download and print content from the App for your own personal use. You must not publish, adapt, reverse engineer, reconfigure, communicate to the public, distribute to third parties, amend or make any other copy of App Material or any other information belonging to us without our prior written consent or otherwise do anything which would infringe our intellectual property rights in the App, the App Material or the KOBAs Rider device.

All trademarks, registered trademarks, product names, logos and company names mentioned on our App or in any App Material are either owned by us or are displayed under licence or with permission from the owner. Those third party marks, logos and names remain the property of their respective owners.

Disclosure Documents

This document should be read in conjunction with our PDS and FSG. The PDS and FSG provide detailed information about our insurance product. Before agreeing to purchase KOBAs Insurance you should consider the PDS and FSG to see if our product is right for you.

KOBAs Online Terms and Conditions

The terms and conditions that govern the use of our App and our website can be found at <https://www.kobainsurance.com.au/terms-of-use>. You should read and accept these prior to purchasing a policy from us.

Financial services authorisation

KOBAs Insurance Pty Ltd ABN 33 642 789 286 (KOBAs) distributes this product as an authorised representative (AR 001306906) of Insurtech Solutions Pty Ltd, ABN 21 095 612 276 AFSL 241055 (IS). The insurer is Pacific International Insurance Pty Ltd (Pacific), ABN 83 169 311 193, regulated by the Australian Prudential Regulation Authority (APRA) as an insurance company. IS acts under a binding authority as agent of Pacific. In all aspects of arranging this policy, IS and KOBAs act as agents of Pacific and not as your agent. More details about our authorisation is in the FSG section of our PDS and FSG.



Modification of Terms

We reserve the right to change, amend, modify, add or delete any of these Terms, at any time, in an exercise of our sole discretion. These amendments, modifications, additions or deletions apply to your use of our products and services as soon as they are displayed in our App or on our website (whether or not you are aware of those amendments, modifications, additions or deletions) and will be notified to you on the first log-in to your Account after the change has occurred. Your continued use of our products and services following any changes to the Terms signifies that you accept and agree to the changes, and you agree that all subsequent transactions by you will be subject to the amended Terms.

Governing Law

You acknowledge and agree that these Terms are governed by the laws of Victoria and you irrevocably submit to the exclusive jurisdiction of the courts of Victoria.

Contact Details

We are available if you need assistance or help. We also really value your opinion, so please do let us know how we can improve our offering. You can get in touch with us in one of the ways below:

Phone: [03 6159 2000](tel:0361592000)

Website: kobainsurance.com.au

Email: hello@kobainsurance.com.au

We are usually available between 9am and 5pm AEDT, but you can reach out and leave us a message at any time and we will get back to you as soon as possible.

If you would like to make a complaint about our products or services, please contact us at complaints@kobainsurance.com.au

If your complaint is about the insurance product or our services, you can access the complaints resolution process described in our PDS and FSG.

We will acknowledge your complaint when we receive it. A free of charge external dispute resolution process may be available for complaints that are not resolved to your satisfaction.



DEFINITIONS

App	The KOBA mobile application, available on supported Apple phones (via the App Store) or Android phones (via Google Play).
Connected Car	A compatible car that's connected to the Internet, so that we can collect your Vehicle Data without the use of a KOBA Rider.
FSG	Financial Services Guide.
Insurance Certificate	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.
Journey	The route taken between where you start Your Car's engine and where you switch the ignition off.
KOBA Rider	The telematics device including accessories plugged into Your Car's OBDII port that provides us with data on the use of Your Car.
Loss	Any claims, demands, actions, suits, proceedings, liabilities, losses, damages, penalties, fines, taxes, expenses and costs.
Per-kilometre Rate	The amount you'll be charged per kilometre for each Journey in Your Car insured on this Policy. The Per-kilometre Rate is multiplied by the kilometres you drive in a Billing Month in order to calculate your Driving Premium. Your Per-kilometre Rate can be found on your Insurance Certificate and in the App.
PDS	Product Disclosure Statement.
Terms	These terms and conditions.
Vehicle Data	Data collected from Your Car by either our KOBA Rider or via Your Car's inbuilt connectivity capability and transferred to KOBA.
We, Us, Our or KOBA	KOBA Insurance Pty Ltd, ABN 33 642 789 286
You, your, yours	the person(s) named in the Insurance certificate as the policyholder.
Your Car	Any car that we have agreed to cover as shown on your Insurance Certificate or in the App and includes the standard accessories and the options that are fitted and that we accept during the underwriting process.