



DAWES
MOTOR VEHICLE
INSURANCE POLICY

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Product Disclosure Statement

Introduction

This Product Disclosure Statement (PDS) is designed to assist you to understand what you need to know about the product so you can make an informed choice before you purchase this product.

We recommend you read the PDS in conjunction with the Policy Wording.

This PDS is dated 15 February 2010
(ref: CMDAW V 0210)

The Insurer

The insurer of this Policy and issuer of this PDS is:

Calliden Insurance Limited (ABN 47 004 125 268)

Level 7, 100 Arthur Street
North Sydney, NSW 2060

Ph: 02 9551 1111

Calliden Insurance Limited (Calliden) is a public company incorporated in Australia. It is authorised under the Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia. As an authorised insurer, Calliden is regulated by the Australian Prudential Regulation Authority.

Calliden is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No 234438) issued pursuant to that Act. As a holder of an AFS Licence, Calliden is regulated by the Australian Securities and Investments Commission (ASIC).

Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia.

The Agent

Dawes Underwriting Australia Pty Ltd trading as Dawes Motor Insurance (ABN 18 050 289 506, AR No. 342982) (Dawes) arranges policies for and on behalf of Calliden.

Dawes acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this policy Dawes acts as an agent for the insurer and not for you.

If you have any queries in relation to your Policy, you can contact Dawes in any of the following ways:

Tel: 1300 188 299

Fax: 1300 807 462

Postal Address: PO Box 595,
Milsons Point, NSW 1565

Email: insure@dawes.com.au

Your Duty of Disclosure

Whether you are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy you have a duty of disclosure.

Your duty of disclosure for new policies

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Your duty of disclosure for renewals

If you have already entered into a policy and you are proposing to renew, vary, extend or reinstate the policy your duty of disclosure changes. You have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

Who needs to tell us?

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the policy.

What you are not required to disclose

Your duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, and
- we have indicated we do not want to know.

If you do not tell us

If you do not answer our questions in this way or disclose everything you know, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

Failure to comply with your duty of disclosure, especially concerning your driving history, including, but not limited to, speeding fines, could severely affect the result of any subsequent claim made on the policy and could lead to a claim being declined.

Benefits of the Cover

You can select the level of cover which is appropriate for you. You can choose either:

- comprehensive cover; or
- storage and restoration cover; or
- legal liability cover only.

Your current Policy Schedule will show the cover you have chosen.

Comprehensive Insurance Benefits of Cover

Your motor vehicle will be covered for:

- accidental or malicious damage (including windscreen or fixed glass);
- storm, flood or fire;
- theft or attempted theft;
- your legal liability for damage to the property of other people following an accident involving your motor vehicle;
- your legal liability for personal injury to other people following an accident involving your motor vehicle.

We will choose to either repair the damage or pay you the cost of repairs up to the agreed or market value. If your motor vehicle is a total loss we will pay up to either the agreed or market value or replace your motor vehicle.

The Amount you are Insured for (Sum Insured)

Your current Policy Schedule will show whether you have Agreed Value or Market Value.

- Agreed Value - the dollar value stated in your Policy Schedule. This may be altered by mutual consent. In some cases, you will not be able to have an agreed value cover under your Policy,
- or
- Market Value - the value we determine as being the replacement value of your motor vehicle with another motor vehicle of the same make, model and condition as your motor vehicle at the date of its loss or damage.

The Comprehensive Cover also offers the following significant features and benefits:

Significant Features and Benefits	
If your motor vehicle is a total loss in the 24 months after it was first registered, where you are the first registered owner	Replacement with a new motor vehicle of the same make, model and series or payment up to the Sum Insured
Emergency Accommodation	Up to \$1,500 if you are more than 200 kilometres from home
Towing	Up to \$2,000
Replacement Motor Vehicle	Automatic cover for 14 days up to the Sum Insured if you tell us within 14 days of receiving it
Options, Accessories or Modifications	Covered if we are told about them and agree to cover them
Trailers	Up to \$1,000 or market value (whichever is the lesser) if it is damaged while attached to your motor vehicle

Significant Features and Benefits cont'd

Windscreen or broken glass cover	Repair or replacement of one windscreen or broken glass per period of insurance without the application of an excess
Emergency Repairs	Up to \$500 (incl GST) for emergency repairs
Cover for Damage to Other People's Property	Up to \$20m including costs
Choice of Repairer	Available, or we can recommend a repairer convenient to you
Air Freight Import Cover	Up to \$5,000 for express air freight of repair parts only available overseas
Hire Car Costs Following Theft or Not at Fault Accident	Up to \$100 per day for 17 days (for motor vehicles driven on a daily basis)
Hire Car Costs Following an Accident	After the first 5 days of hire, up to \$100 per day for 17 days (for motor vehicles driven on a daily basis)
Personal Property	Cover up to \$500 if damaged in an accident or if stolen (excluding money, cheques, credit or debit cards and property used for earning income)
Finance Gap	Cover up to 75% of the difference between the market or agreed value of your motor vehicle and the amount required to discharge your obligations under a lease or loan when we declare your motor vehicle a total loss

Significant Features and Benefits cont'd

Replacing Keys and Locks	Replacing, re-coding and/or re-keying locks
Returning Your Vehicle to You After Repair	Up to \$500 for the cost of returning your vehicle if the repairer's premises are more than 100 kilometres from your residence or place of work

Storage and Restoration Cover Benefits

This cover provides the same benefits for damage to your motor vehicle as Comprehensive Cover but excludes cover while your motor vehicle is being driven under its own power. There is no cover for legal liability for damage to the property of other people or personal injury to other people following an accident involving your motor vehicle.

Legal Liability Cover Benefits

You will be insured for up to \$20,000,000 (twenty million dollars) for damage caused by your motor vehicle to someone else's property, where you or an authorised driver are at fault. The Policy doesn't cover property that you, or the person responsible for the damage, own or have in your or their custody or possession.

You will be insured up to \$5,000,000 (five million dollars) for personal injury or death of another person arising from an accident caused by or connected with your motor vehicle. There is no cover under this Policy where you or the entity or person legally liable is partly or wholly entitled to compensation under any statutory compulsory insurance or motor car accident compensation scheme in your State or Territory.

Risks: What You May Not Be Covered For

The Policy will not provide insurance cover under certain circumstances.

For example there is no cover provided under this Policy if:

- you or any authorised driver were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
- you, or any authorised driver was not licensed or authorised to be driving;
- your motor vehicle was in an unsafe or unroadworthy condition;
- your motor vehicle was damaged intentionally by you or an authorised driver or on your or their behalf, or with fraudulent intention;
- your motor vehicle was used in an experiment, test, trial, demonstration or to tow some other motor vehicle in connection with the motor trade;
- your motor vehicle was on hire to another person, or used to carry passengers or goods for hire or reward;
- your motor vehicle was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest or used on a racetrack or course for any purpose.

There is no cover under this Policy for:

- loss of use, depreciation, wear and tear, rust and corrosion;
- damage to tyres by application of brakes, road cuts, punctures or bursts;
- losses due to your or an authorised driver's failure to take reasonable steps to protect your motor vehicle;
- losses due to your or an authorised driver's failure to protect your motor vehicle following you or them becoming aware of the loss or theft of your motor vehicle's keys or any other keys or passes which may provide access to your motor vehicle or your motor vehicle's keys;

- personal injury and/or death of:
 - you or any member of your family or the driver of your motor vehicle's family including children, parents, brothers (and their spouse or de facto), sisters (and their spouse or de facto) and your spouse's children or parents; or
 - any person who usually lives with you or the driver of your motor vehicle; or
 - any employee or agent of yours, the driver of your motor vehicle or anyone contracted or sub-contracted by you or the driver of your motor vehicle.
- loss of any kind directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism.

You should read the Policy Wording and make yourself aware of all the exclusions that apply.

Conditions

You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium. Conditions of cover are shown in the Policy Wording. You should make yourself aware of all the conditions that apply by reading the Policy Wording.

Special Conditions: General

The following policy conditions or clauses may be considered unusual.

Total Loss

Section One specifies that where your motor vehicle is declared a total loss we may at our option pay the sum insured (less any applicable excess), replace your vehicle with a similar vehicle (less any applicable excess) or make payment of a mutually agreed amount.

Security

Section One specifies your motor vehicle must be locked and any security device attached to your motor vehicle must be activated when your motor vehicle is not being driven.

Authorised Driver Policy

Section One specifies only drivers:

- advised to us, agreed to by us in writing and listed in your Policy Schedule; or
- over the prescribed age, who drive your motor vehicle less than 2% of time during the period of insurance;

are insured to drive your motor vehicle.

Stable Policy

If the Policy Schedule states your type of cover is “Stable”, only one (1) of your motor vehicles is insured to be driven at any one time. Any of your other motor vehicles that we insure are insured under Section Ten: Storage/Restoration cover, while not being driven.

Special Conditions - Overnight Parking

Where you park your motor vehicle overnight is an important factor in our assessment of the risk of insuring the vehicle and the premium you will need to pay. If your motor vehicle will usually be parked at an off street location overnight then the reduced risk of theft or damage will be reflected in a reduced premium.

Vehicles which are usually parked off street will occasionally also need to be parked on the street overnight. Even without an overnight street parking endorsement your policy covers you for loss or damage to your motor vehicle in these circumstances but only where parking it in its usual overnight location is not a realistic option. In practical terms the loss or damage will not be covered if, at the time it occurred, the vehicle was parked overnight on the street within a 500 metre radius of the usual overnight location ie less than 500 metres distant as the crow flies.

There are three categories of off street overnight parking in the policy. Your policy schedule will identify which of these applies to your motor vehicle. The categories are:-

- Overnight Garaging
- Overnight Communal Parking
- Usual Overnight Parking Address

Each of these terms is explained below. Please note that there is a difference between a garage and a communal parking area. Both terms are defined under the Section “Words with Special Meanings”.

Overnight Garaging

If your Schedule states that your motor vehicle will be parked in a garage overnight, then under Section One you will not be covered for loss or damage to your motor vehicle between the hours of 10.00pm and 5.00am if it was not parked in a locked garage. However this applies only if it was parked at a location at or within a 500 metre radius of the address you have declared to us is the address where your motor vehicle is garaged overnight, and your policy schedule is not endorsed to include overnight street parking.

Overnight Communal Parking

If your Schedule states that your motor vehicle will be parked overnight in a communal parking area, then under Section One you will not be covered for loss or damage to your motor vehicle between the hours of 10.00pm and 5.00am if it was not parked in a communal parking area. However this applies only if it was parked at a location at or within a 500 metre radius of the address where your motor vehicle is communally parked overnight, and your policy schedule is not endorsed to include overnight street parking.

Usual Overnight Parking Address

If your Schedule states that your motor vehicle will be parked overnight within the boundaries of your usual overnight parking address, then under Section One you will not be covered for loss or damage to your motor vehicle between the hours of 10.00pm and 5.00am if it was not parked within the boundaries of your usual overnight parking address. However this applies only if it was parked at a location at or within a 500 metre radius of your usual overnight parking address, and your policy schedule is not endorsed to include overnight street parking. Please note that the term “usual overnight parking address” is itself defined under the Section “Words with Special Meanings”.

Special Conditions - Certain Class of Motor Vehicle

If your Schedule states your class of motor vehicle is “Classic Motor Vehicle”, the following will apply:

- The Policy includes the replacement of a broken/cracked windscreen or fixed glass without cost, subject to our prior approval.
- If your motor vehicle is declared a total loss under Section One, we will allow you to retain the salvage of your motor vehicle if it is over 25 years old.
- We will cover any financial member over the age of 25 of a “Special Interest Car Club” of which you are a financial member, who is driving your motor vehicle with your permission.

Your Excess

The excess is the amount you must contribute towards the cost of any claim you make. The excess applicable will be shown in your Policy Schedule.

You may have to pay more than one excess depending upon the age and driving experience of you or authorised drivers and whether your motor vehicle is being driven by an authorised driver who is not listed in the Policy Schedule.

The excess must be paid when a claim is made unless:

- we agree the accident was entirely the fault of the other driver or party; and
- you can give us the name and address of the other driver or party; and
- you can give us the registration of the motor vehicle that caused the damage to your motor vehicle; and
- the damage exceeds the amount of the excess and the other driver or party was not a family member or a person who resides with you.

The standard excesses you may be required to pay are:

- **Basic Policy Excess:** the first amount you must contribute towards each and every claim you make under the policy. The amount of the Basic Policy Excess will be shown on your Policy Schedule and will be determined by factors such as the age of any named driver, the driving and claims history of you or authorised drivers, the type of motor vehicle

to be insured and the usage of the motor vehicle to be insured. The amount of the Basic Policy Excess will be shown on the Policy Schedule.

- **Age or Inexperienced Driver Excess:** is in addition to the Basic Policy Excess. The Age or Inexperienced Driver Excesses that apply to this Policy are:
 - \$1,000 while your motor vehicle is being driven by or is in the charge of any person under the age of 21;
 - \$500 while your motor vehicle is being driven by or is in the charge of any person over the age of 21 but under the age of 25;
 - \$500 while your motor vehicle is being driven by or is in the charge of any person who has held a full Australian Drivers Licence for less than two years;
 - \$500 while your motor vehicle is being driven by or is in the charge of any person over the age of 75.

We may at our discretion increase any of the standard excesses listed above or impose additional excesses based on our overall assessment of the risk and your insurance claims or loss history. If we increase any of the above listed standard excesses or impose additional excesses, this will be shown on your Policy Schedule.

Cost of the Policy & Paying for the Insurance

The amount that we charge you for this insurance when you first acquire your Policy and when you renew your Policy is called the premium. The premium is the total that we calculate when considering all of the factors which make up the risk, such as:

- the type of motor vehicle;
- the age of the motor vehicle;
- how often the motor vehicle is driven;
- where you live;
- the age and experience of any drivers;
- your previous claims history as well as that of others who may drive your motor vehicle;

- your driving record as well as that of others who may drive your motor vehicle.

The total cost of your Policy is shown on your Policy Schedule and is made up of your premium plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include:

- **Cancellation Fee** - Please refer to the “Cancelling your Policy” section of the Product Disclosure Statement for details about the applicable cancellation fee.
- **Administration Fee** - Your broker or insurance intermediary may charge an administration fee for issuing your Policy documentation. For details of your administration fee please refer to your Policy Schedule, FSG, SOA or contact your broker or insurance intermediary directly.
- **Commissions** - Your broker or insurance intermediary may receive a commission payment from us when your Policy is issued and renewed. If you cancel your Policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your Policy Schedule, FSG, SOA or contact your broker or insurance intermediary directly.

No Claim Bonus (NCB)/Rating level

A discount is provided to reward good drivers. To provide this discount we consider your recent driving and incident history combined with the NCB or Rating Level granted by your current insurer. The amount of the discount varies with the number of claim free years driving you have accumulated. We use the youngest driver covered by the Policy to establish the discount applicable.

If you are insured with us under this Policy for 3 consecutive years without making a claim we will apply a protected NCB for the next and all subsequent renewals for so long as you remain insured with us under this Policy.

What happens if you do not pay the cost of your policy by the due date?

We will have the right to cancel your Policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

Cooling Off Period

If, after reading your Policy, you are not satisfied with the cover, you may cancel this Policy within 14 days of receiving it, and obtain a full refund less any non refundable government charges and taxes that we have paid. You may notify us in writing or electronically.

If you make a claim for any incident within the 14 day period, you must pay your annual premium in full.

If your Policy is for an event that will finish within the 14 day cooling off period, you can only exercise your right to cancel before the event starts.

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of service between insurers and their customers.

For any information about the Code, including a copy of the Code, contact Calliden (see contact details above) or the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Dispute Resolution Process

How you can resolve a complaint you have with us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;

- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance policy.

Contact us

Call 02 9551 1111 and we will try to resolve your complaint straight away. If we cannot, we will ask you to put your complaint in writing.

You can write to us at:

- Email: customerservice@calliden.com.au
- Fax: 02 9551 1155
- Address: PO Box 348, Milsons Point, NSW 1565

How we resolve complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

If your complaint is still unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 780 808 or visit www.fos.org.au

If the FOS is unable to address your complaint then Calliden will inform you of an alternate dispute resolution scheme.

Before Purchasing Motor Vehicle Insurance

Obligations you need to know about before you take out insurance

Our Policy Wording explains the cover available and your rights and obligations. It also explains what may happen if you do not meet those obligations. You should ensure you understand the Policy Wording before taking out the insurance.

Information you will need when you apply:

- Sales receipt for the car, if purchased recently.
- Registration papers.
- Finance Contract, if under finance.
- Insurance record or latest renewal from your previous insurer.
- The traffic record for all requested drivers. We may ask you to obtain a written copy of all driving records from the appropriate authority.
- List of all accessories and modifications plus their values.

When confirming details already supplied to us

If we ask you to return our application form, follow the instructions provided and ensure all questions are answered fully and honestly. Sign the application and return it.

If we do not ask you to return our application form, carefully check all the information on the documents that we provide to you. If the information is correct, please provide payment. If the information is not correct or there is information missing, it is your responsibility to inform us that the information is incorrect or missing. If you do not inform us that information is incorrect or missing, we will assume that the information on the documents we have provided to you is correct and we will rely on this information in the event of a claim.

When you are completing our application form

Follow the instructions provided with the application. Ensure all questions are answered and the application form signed and dated. Do not forget you are answering all the questions for all the drivers on the application form. You are reminded of your Duty of Disclosure.

When you have completed and paid for your insurance

We will forward you a Policy Schedule. Please check this document carefully. If all the information is correct, you do not need to do anything else. If any information is incorrect or missing, it is your responsibility to inform us that information is incorrect or missing. If you do not inform us that the information is incorrect or missing, we will assume that the information on the Policy Schedule we have provided is correct and we will rely on this information in the event of a claim.

Don't Prevent Our Right to Recovery

We will not compensate you for any loss or damage that is covered by this policy where:

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage; and
- you have agreed with that person or party, either before or after the inception of this policy, that you will not seek recovery from them.

Privacy

Calliden and Dawes respect your privacy and operate at all times in accordance with their privacy policies. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your Policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point, NSW 1565

Making a Claim

When you need to make a claim

Before we can settle any claim under your Policy the premium must be paid. You must promptly tell us about the claim and give us all information about the claim. This can be done by telephone, facsimile or email. We will forward you a claim form for completion.

It is important to remember that a claim made by any one of the persons named as the insured in the current Policy Schedule is a claim by all of them.

Repairs

When you need to make a claim, you can choose your own repairer or we can recommend a repairer to carry out the repairs to your motor vehicle.

When we authorise repairs, we:

- will guarantee the quality of workmanship and materials for the life of the motor vehicle (subject to wear and tear);
- will use new parts or parts consistent with the age and condition of your motor vehicle;
- may instruct the repairer to use other repairers to complete certain parts of the repairs.

Proof of loss

When you make a claim under this Policy, we may ask you to provide proof of purchase or proof of ownership of your motor vehicle, items or accessories. If you cannot provide this proof we may not pay you.

Paying your excess

When you make a claim under this Policy we will advise you when and how to pay your excess. You must pay your excess when we request it or we will be unable to pay your claim.

Claims for less than the excess

The cover under this Policy is only available if the amount claimed is more than the excess/es even when the excess/es would not apply.

How you must co-operate

In the event of a claim you have an obligation to provide all assistance and co-operation in settling the loss. You must help even after we have paid your claim. We may attempt to recover the amount of our payment from another party if they were responsible for the loss or damage. We will do this in your name. We may also wish to defend you if it is alleged you caused someone else's loss or damage.

If your motor vehicle is a total loss

If we:

- pay you the agreed value; or
- pay you current market value; or
- replace your motor vehicle with a similar vehicle;

(depending on the cover purchased), less any excess applicable, this Policy comes to an end and no refund of premium is due to you. Once we have paid you, your motor vehicle, including all accessories and modifications advised to us, becomes our property. All accessories or modifications not advised to us are your property. We may charge you or deduct from any payment we make to you the cost to remove and deliver them to you. If any insured accessories or modifications are removed and not replaced with a fully functioning standard component we will deduct the value of the fully functioning standard component from any payment we make to you.

Damage to someone else's property

If you make a claim for damage to someone else's property you must pay the excess/es before we will settle the loss on your behalf.

How does a claim affect your No Claim Bonus/ Rating level

Your No Claim Bonus or Rating Level will be reduced by two years upon lodgement of any claim unless we agree that:

- the accident was entirely the fault of the other driver; and
- you can give us the name and address of the other driver and the registration of the vehicle they were driving.

You may, at an additional premium, protect your No Claim Bonus or Rating Level. Your No Claim Bonus or Rating Level will be protected for one claim per period of insurance where either you are at fault or you cannot identify the third party responsible for the damage. For each subsequent claim where you are at fault or you cannot identify the third party, your No Claim Bonus or Rating Level will be reduced.

GST

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess. If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

Making Changes to your Policy

If you wish to make changes to your Policy, you must advise us and the change will be effective if:

- we agree to make the change; and
- you pay us any additional premium required; and
- we confirm in writing the change is effective.

Changes that you must advise us of include, but are not limited to:

- when you replace your motor vehicle with another motor vehicle;
- when you modify your motor vehicle in any way;
- when you change your address;
- when you change the way your motor vehicle is parked overnight;
- when you change the address where your motor vehicle is parked overnight;
- when you change the usage of your motor vehicle.

Failure to advise us of changes may result in a claim not being paid.

Cancelling your Policy

We may cancel your Policy where we are allowed to do so by law by writing to the postal address last provided to us.

You may cancel your Policy at any time in writing. If you do this, we will deduct from the premium you have paid us, the premium for the period that you have been insured together with a fee of \$20 (plus GST). We will then refund the remaining premium to you.

Notices

All notices issued by us to you will be in writing. The notice is effective if it is delivered to you personally, by facsimile, electronically or if it is delivered or posted, to your last postal address provided to us. It is important for you to tell us of any change to your postal address as soon as possible.

If you sell or give away your vehicle

This Policy comes to an end if you sell or give away your motor vehicle, without any notice to you. You should advise us in writing of the disposal of your motor vehicle and we will cancel your Policy and refund the premium due to you from the date of sale.

Dawes Motor Vehicle Insurance Policy

You should read this **policy** and **your policy schedule** carefully and if it is not correct contact **us**.

These are important documents and **you** should keep them in a safe place.

Words with Special Meanings

Words with special meanings will be seen throughout **your policy** in bold lettering. Please refer to the following definitions for the meaning **we** give these words.

Accident – Includes a series of accidents arising out of one event.

Agreed Value – The dollar value stated in **your policy schedule**. This may be altered by mutual consent.

Application – The written or verbal application for this insurance and any other information given to **us** either in writing or verbally when applying for this **policy**.

Authorised Driver –

- A person over the **prescribed age** and listed on **your policy schedule** as an Authorised Driver;
- A person over the **prescribed age** who drives **your motor vehicle** less than 2% of the time during the **period of insurance** (or that part of the **period of insurance** which has elapsed up to the date of loss).

Only Authorised Drivers are insured to drive **your motor vehicle**.

Communal Parking Area – Any overnight parking arrangement where **your motor vehicle** is parked in an enclosed common area comprising a minimum of four contiguous walls and roof with a lockable door for **motor vehicle** access, where **you** do not have an enclosed lockable structure that **you** own or rent for **your** exclusive use to store **your motor vehicle**.

Electronic Data – Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Excess – The amount of money **you** must contribute towards the cost of each event that gives rise to a claim. The amount of the excess is shown in **your policy schedule** and Section Five of this **policy**.

Garage – A lockable room comprising a minimum of four contiguous walls and roof with a lockable door for **motor vehicle** access. This garage may form part of and be attached to **your** residence.

Hire – The use of **your motor vehicle** for reward.

Market Value – The value **we** determine as being the replacement cost of **your motor vehicle** with another **motor vehicle** of the same make, model and condition as **your motor vehicle** at the date of its loss or damage.

Modification – Any change to **your motor vehicle** from the manufacturer's standard specification including but not limited to **your motor vehicle's** body, engine (including fuel delivery and exhaust systems), transmission, wheels, (including diameter and width) tyres, suspension or interior.

Motor Vehicle – A mechanically propelled vehicle having 4 or more wheels either registered for use on public roads or capable of such registration. Motor Vehicle includes the Motor Vehicle's components, accessories, tools and spare parts usually supplied by the manufacturer and installed or attached to the Motor Vehicle or specified in the **application** as accessories or **modifications**.

Motorcycle – A mechanically propelled vehicle having 3 or less wheels either registered for use on public roads or capable of such registration. Motorcycle includes the Motorcycle's components, accessories, tools and spare parts usually supplied by the manufacturer and installed or attached to the Motorcycle or specified in the **application** as accessories or **modifications**. Where this **policy** refers to **motor vehicle** it will also have the meaning of Motorcycle.

Negotiated Value – The amount agreed between **you** and **us** as the amount to be paid instead of the **sum insured** when **your motor vehicle** is a **total loss**.

Overnight Street Parking – When **your motor vehicle** is parked within 500 metres of the address **you** have declared to **us** as the usual address **your motor vehicle** is parked overnight and **you** have declared **your motor vehicle** is **garaged**, parked in a **communal parking area** or parked within the boundaries of **your usual overnight parking address** but **you** park on the street, footpath or outside the boundaries of **your** residence, this is regarded as “Overnight Street Parking”.

Period of Insurance – The **policy** period shown in **your policy schedule**.

Policy – **Your** contract of insurance with **us**, and includes this document, the **application** and **your policy schedule**.

Policy Schedule – The most recently issued premium advice, renewal invitation or schedule, which shows **your policy** number, together with the details of **your** cover.

Prescribed Age – the age shown in **your policy schedule** that any **Authorised Driver** must be to be insured by this **policy** to drive **your motor vehicle**.

Principal – A person or entity for whom **you** act as agent or contractor because **you** have entered into a contract or agreement with them for the performance of work.

Substitute Motor Vehicle – A similar **motor vehicle** to **your motor vehicle** which is registered for use on public roads.

Sum Insured – The **agreed value** or **market value**, whichever is stated in **your policy schedule**.

Total Loss – When repair costs to **your motor vehicle** plus the value of the wreck, in **our** opinion exceed its **sum insured**, or it is stolen and not recovered, **we** may, at **our** option, declare **your motor vehicle** a Total Loss.

Unattended – Any time there is no person in **your motor vehicle** with **your** permission or the permission of an **authorised driver**.

Usual Overnight Parking Address – The residential address **you** have declared to **us** as the address where **your motor vehicle** is usually parked overnight.

You, your, yourself, Insured – The insured person or entity named in **your policy schedule**. If more than one person or entity is named as the Insured, **we** will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities.

Your Motor Vehicle – The **motor vehicle** noted on the **policy schedule** as being insured by this **policy** and any **substitute** or replacement vehicle for that **motor vehicle** if it is covered by the terms of this **policy**.

We, us, our, Insurer – Calliden Insurance Limited (Calliden) (ABN 47 004 125 268 AFSL No. 234438).

Section One: Loss or Damage to your Motor Vehicle

We cover accidental damage to or theft or attempted theft of **your motor vehicle** during the **period of insurance**, but **we** will not cover any loss or damage:

- if any anti-theft device which **you** have told **us** is installed on or in **your motor vehicle** is not in good working order and activated or **your motor vehicle** is not locked and the keys removed when **your motor vehicle** is **unattended**, including while **your motor vehicle** is parked in **your garage, communal parking area** or within the boundaries of **your usual overnight parking address**.
- when **your motor vehicle** is being driven by any person who is not an **authorised driver**, except when **your motor vehicle** is being driven by:
 - a member of the motor trade or motor engineer for overhaul, upkeep, repair or sale;
 - an employee of any parking station for the purpose of parking;
 - by any person in an extreme medical emergency in which case the onus of proof will be on **you** to substantiate the necessity for **your motor vehicle** to be driven by or be in the control of a person other than **you** or an **authorised driver**;

- any financial member over the age of 25 of a “Special Interest Car Club” of which **you** are a financial member, who is driving **your motor vehicle** with **your** permission.
- to **your motor vehicle** between the hours of 10.00 pm and 5.00 am if **you** have declared to **us** that it is **garaged** overnight and, at the time the loss or damage occurred, it was not kept in a securely locked **garage**. However this exclusion will only apply if, at the time the loss or damage occurred, **your motor vehicle** was parked within 500 metres of the address that **you** have declared to **us** as the address where it is **garaged** overnight and **your policy schedule** is not endorsed to include **overnight street parking**.
- to **your motor vehicle** between the hours of 10.00 pm and 5.00 am if **you** have declared to **us** that it is parked in a **communal parking area** overnight and, at the time the loss or damage occurred, it was not kept in a securely locked **communal parking area**. However this exclusion will only apply if, at the time the loss or damage occurred, **your motor vehicle** was parked within 500 metres of the address that **you** have declared to **us** as the address of the **communal parking area** where it is parked overnight and **your policy schedule** is not endorsed to include **overnight street parking**.
- to **your motor vehicle** between the hours of 10.00 pm and 5.00 am if **you** have declared to **us** that it is parked overnight within the boundaries of **your usual overnight parking address** and, at the time the loss or damage occurred, it was not parked within the boundaries of **your usual overnight parking address**. However this exclusion will only apply if, at the time the loss or damage occurred, **your motor vehicle** was parked within 500 metres of **your usual overnight parking address** and **your policy schedule** is not endorsed to include overnight street parking.

If **your motor vehicle** is not a **total loss**, **we** will, at **our** option repair, pay the cost of repairing **your motor vehicle**, or make a cash settlement up to the limit of the **sum insured** at the time of loss less any **excess** that may be applicable. **We** will be entitled to any residual value of parts replaced.

If **we** declare **your motor vehicle** to be a **total loss**:

- **we** will at **our** option either pay the **sum insured**, any **negotiated value**, or replace **your motor vehicle**, less any **excess** that may be applicable;
- within two years from the date of its original registration, where **you** are the first registered owner, **we** will, at **our** option and subject to local availability and the agreement of any party having a financial interest in **your motor vehicle**, replace **your motor vehicle** with a new **motor vehicle** of the same make, model and series, with the same accessories as declared in the **application** or **policy schedule** less any **excess** that may be applicable;
- **we** will be entitled to take over ownership of **your motor vehicle**. **You** will have first option to purchase the wreck at a price to be agreed between **yourself** and **us**. However, if **your motor vehicle** was built in excess of 25 years ago, and **you** are a member of a “Special Interest Car Club”, **you** will retain ownership of the wreck.

Automatic Cover on a Replacement Vehicle

If **you** replace **your motor vehicle** during the **period of insurance we** will cover the replacement **motor vehicle** for loss or damage for 14 days from the date of acquisition provided **you** supply details of the replacement **motor vehicle** within 14 days of its acquisition, another insurer has not provided motor vehicle insurance to **you** for the replacement **motor vehicle** and **we** agree to cover the replacement **motor vehicle**. Cover for **your motor vehicle** will cease from the time of acquisition of the replacement **motor vehicle**.

The most **we** will pay for loss or damage to the replacement **motor vehicle** is the lesser of:

- the current market value of the replacement **motor vehicle**;
- the **sum insured** shown on **your policy schedule**;
- the purchase price of the replacement **motor vehicle**.

Cover for the replacement **motor vehicle** after the 14th day from the date of acquisition, will only continue if:

- **you** provide **us** in writing with all details about the replacement **motor vehicle** within 14 days of the acquisition of the replacement **motor vehicle**;
- **we** agree to insure the replacement **motor vehicle**;
- **you** agree to pay any additional premium **we** require;
- **you** agree to complete a new application form if **we** require it.

Section Two: Liability Cover

We will indemnify **you** and any passenger or any **authorised driver** for all sums for which **you** or such passenger or **authorised driver** will become legally liable to pay in compensation for:

- damage to the property of others (up to a maximum of \$20,000,000);
- personal injury or death of another person (up to a maximum of \$5,000,000);

arising out of an **accident** caused by or connected with **your motor vehicle** (including any trailer attached to **your motor vehicle**), happening during the **period of insurance** and less any **excess** that may be applicable.

The most **we** will pay for all claims for damage to the property of others and/or personal injury or death of another person is \$20,000,000 during the **period of insurance**, with the maximum component for personal injury or death of another person being \$5,000,000.

We will also pay all reasonable legal costs and expenses incurred by **you** or the **authorised driver** in defending or undertaking any legal action subject to **our** prior written consent. These legal costs and expenses are included in and not in addition to the maximum amount of cover of \$20,000,000.

We will not cover any liability which results in a claim when **your motor vehicle** is being driven by any person who is not an **authorised driver**, except when **your motor vehicle** is being driven by:

- a member of the motor trade or motor engineer for overhaul, upkeep or repair;
- an employee of any parking station for the purpose of parking; or

- any person in an extreme medical emergency in which case the onus of proof will be on **you** to substantiate the necessity for **your motor vehicle** to be driven by or be in the control of a person other than an **authorised driver**;
- any financial member over the age of 25 of a “Special Interest Car Club” of which **you** are a financial member, who is driving **your motor vehicle** with **your** permission.

When **your motor vehicle** is out of use for service or repair and **you** or an **authorised driver** drives a **substitute motor vehicle**, the cover provided by this section is extended to cover legal liability arising from the use of the **substitute motor vehicle**.

We will indemnify **your** employer (including the Commonwealth and State Governments and their departments) or **principal** if an **accident** that results in a claim arises from **you** or an **authorised driver** using **your motor vehicle** on business.

There is no cover under this section:

- unless **you** and the **authorised driver** observe, fulfil and are subject to the terms, exceptions and conditions of this **policy** insofar as they apply;
- in respect to damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this **policy**;
- in respect of damage to any **motor vehicle** insured by this **policy**;
- in respect of penalties, fines, punitive, exemplary or liquidated damages.

We do not provide cover for:

- personal injury and/or death of:
 - **you** or any member of **your** family or the family of any person entitled to cover under this section including children, parents, brothers (and their spouse or de facto), sisters (and their spouse or de facto) and **your** spouse’s children or parents; or
 - any person who usually lives with **you**; or
 - any person who usually lives with any person entitled to cover under this section; or
 - any employee or agent of **yours**, any person entitled to cover under this section or anyone

contracted or sub-contracted by **you** or any person entitled to cover under this section.

- death or personal injury if **you** or the entity or person legally liable is partly or wholly entitled to compensation under any statutory compulsory insurance or motor car accident compensation scheme in **your** State or Territory;
- death or personal injury if **you** or the entity or person legally liable would have been entitled to compensation under any statutory compulsory insurance or motor car accident compensation scheme but for the failure to register or insure **your motor vehicle**, lodge a claim with or comply with any term or condition of a compulsory insurance or motor car accident compensation scheme.

We will not pay more than:

- \$5,000,000 in compensation for personal injury or death arising out of any one **accident** or series of **accidents** caused by or connected with **your motor vehicle** (including any trailer attached to **your motor vehicle**)
- \$20,00,000 for all claims during the **period of insurance** under this Section.

Section Three: Additional Benefits

The following Additional Benefits will be paid in addition to the **sum insured** for **your motor vehicle**.

Recovery and Towing

If **your motor vehicle** is accidentally damaged or recovered after being stolen, **we** will pay the reasonable cost of recovery and moving it to the nearest authorised repairer or place of safety to a maximum of \$2,000. Any further movement of **your motor vehicle** may only be conducted with **our** consent.

Emergency Accommodation

We will pay up to \$1,500 for reasonable and necessary accommodation or travel expenses incurred in relation to an **accident** which gives rise to a claim under this **policy** and which occurs more than 200 kilometres from **your** declared place of residence.

Cover For a Trailer

We will pay up to \$1,000 or the market value, whichever is the lesser, for accidental damage to **your** trailer when attached to **your motor vehicle**.

Note: This cover does not apply if **your** trailer is already insured.

Transportation by Sea

We will pay **your** contribution for general average and salvage charges, where these maritime conditions apply, whilst **your motor vehicle** is being transported by sea between places within the Commonwealth of Australia even in the event of there being no loss or damage to **your motor vehicle**.

Express Air Freight

Where accidental damage to **your motor vehicle** cannot be repaired without parts which are not available in Australia but only available overseas we will pay up to \$5,000 towards the cost of importing the parts by express air freight.

Hire Car After Theft or Not at Fault Accident

If **your motor vehicle** is stolen or involved in an **accident** where **you** or an **authorised driver** were not at fault and **we** agree **you** or an **authorised driver** were not at fault, **we** will pay up to \$100 per day for a maximum of 17 days for the cost of a hire **motor vehicle** for **your** or an **authorised driver's** use.

We will only pay under this Additional Benefit if **your motor vehicle** is described in **your current policy schedule** as either "daily commute" or "daily non-commute".

We will not pay under this Additional Benefit for:

- any hire charges incurred after **your motor vehicle** is returned to **you** in a similar condition to that it was in before the theft or **accident**;
- fuel, insurance waiver or any other running costs of the hire **motor vehicle**;
- any period after **we** have replaced **your motor vehicle** or paid **your** claim.

Hire Car After Accident

If **your motor vehicle** is involved in an **accident** where **you** or an **authorised driver** were at fault and **we** agree to indemnify **you**, **we** will pay up to \$100 per day for a maximum of 17 days for the cost of a hire **motor vehicle** for **your** or an **authorised driver's** use while **you** are unable to drive **your motor vehicle** or while **your motor vehicle** is being repaired.

We will only pay under this Additional Benefit if **your motor vehicle** is described in **your current policy schedule** as either “daily commute” or “daily non-commute”.

We will not pay under this Additional Benefit for:

- the first 5 days of hire;
- any hire charges incurred after **your motor vehicle** is returned to **you** in a similar condition to that it was in before the **accident**;
- fuel, insurance waiver or any other running costs of the hire **motor vehicle**;
- any period after **we** have replaced **your motor vehicle** or paid **your** claim.

Replacing, Re Coding and/or Re-keying Locks

If the keys to **your motor vehicle** are stolen or an attempt is made to steal them, **we** will pay for the replacement of **your motor vehicle's** keys and the necessary re-coding or replacement of **your motor vehicle's** locks. This benefit will only apply if the theft or attempted theft of **your** keys has been reported to the police.

Returning Your Vehicle to You After Repair

We will pay the cost of returning **your vehicle** to **your** residence or place of work once it has been repaired if the repairer's premises is more than 100 kilometres from **your** residence or place of work. The most **we** will pay is up to \$500 in any period of insurance.

Personal Property

We will pay up to \$500 for any personal property that **you** or an **authorised driver** own that is damaged in an **accident** covered by the **policy**, or if the personal property is stolen in a theft covered by this **policy**. Personal property does not include money, cheques, credit or debits cards or any property used in connection with earning income.

We will not pay if personal property is stolen or damaged after fire or an **accident** if **you** or an **authorised driver** did not take reasonable steps to protect the personal property.

Fixed Glass Repair/or Replacement

We will pay for damage to a windscreen or fixed glass when there is no other damage to **your motor vehicle**.

We will either:

- pay to repair one single chip or crack in the windscreen or fixed glass of **your motor vehicle**. **We** will only do this once during the **period of insurance**; or
- replace the windscreen or fixed glass of **your motor vehicle**. **We** will only do this once during the **period of insurance**.

Repair or replacement of a windscreen or fixed glass once during the **period of insurance** does not require payment of an **excess**. If **your motor vehicle** requires its windscreen or fixed glass to be repaired or replaced more than once during the **period of insurance**, **you** will be required to pay an **excess**.

Finance Gap

If **your motor vehicle** is declared a **total loss** and the amount **you** owe to **your** finance provider is more than the **market** or **agreed value** of **your motor vehicle**, **we** will pay up to 75% of the difference between the **market value** (if **market value** is shown in **your schedule**) or **agreed value** (if **agreed value** is shown in **your schedule**) of **your motor vehicle** and the amount **your** finance provider requires **you** to pay to discharge **your** obligations under any loan or lease. **We** will pay this amount in addition to the amount **we** have paid **you** for the **total loss** of **your motor vehicle**.

We will not pay for any payments or interest in arrears at the time of the loss or damage or any penalties as a result of any payments in arrears. **We** will have the benefit of any discount in respect of finance charges and/or interest for the unexpired term of the agreement.

Section Four: Exclusions

There is no cover under this **policy** if at the time of any **accident** or event which results in a claim, **your motor vehicle** (or any other **motor vehicle** covered by this **policy**) was used by, or was in the custody or control of **you** or an **authorised driver**, and:

- **you** were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in

excess of that permitted by statute, or refused to undertake breath analysis;

- any **authorised driver** driving **your motor vehicle** with **your** consent was under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis, and **you** knew or should reasonably have known when **you** gave consent, that the **authorised driver** was, or would be at the relevant time so affected by intoxicating liquor or drugs;
- **you**, or any **authorised driver** were not licensed or authorised to be driving.

There is no cover under this **policy** if at the time of any **accident** or event which results in a claim, **your motor vehicle** (or any other **motor vehicle** covered by this **policy**):

- was in an unsafe or unroadworthy condition;
- was damaged intentionally by **you** or an **authorised driver** or on **your** or their behalf, or with fraudulent intention;
- was outside of Australia;
- was used in an experiment, test, trial, demonstration or to tow some other motor vehicle in connection with the motor trade;
- was on **hire** to another person, or used to carry passengers or goods for **hire** or reward;
- was being used for any unlawful purpose;
- was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest;
- was being used on a racetrack or course in any capacity whatsoever without **our** written approval;
- was used off road or on any ungazetted road or highway;
- was being used for a driver education course unless **you** have told **us your motor vehicle** would be used for this purpose and **we** have agreed in writing to cover it;
- was being used for learner driver tuition for reward.

There is no cover under this **policy** for:

- loss of use, depreciation, wear and tear, rust and corrosion;
- damage caused by domestic animals or pets owned by **you** or for which **you** are legally responsible;
- the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the vehicle due to previous damage and/or repairs;
- mechanical, structural, electrical or electronic breakdown or failure;
- damage to tyres by application of brakes, road cuts, punctures or bursts;
- losses due to **your** or an **authorised driver's** failure to take reasonable steps to protect **your motor vehicle**;
- losses due to **your** or an **authorised driver's** failure to protect **your motor vehicle** following **you** or an **authorised driver** becoming aware of the loss or theft of **your motor vehicle's** keys or any other keys or passes which may provide access to **your motor vehicle** or **your motor vehicle's** keys;
- **your motor vehicle** when it is parked overnight on the street as defined in "**overnight street parking**" unless **your policy schedule** is endorsed to include **overnight street parking**;
- the cost of replacing an entire set and/or pair when not all of the set and/or pair are damaged;
- loss of or damage to **your motor vehicle** by lawful repossession, seizure or other operation of law;
- **motor vehicles** which have been modified from the manufacturers' original specification for the model and series, unless such modifications have been disclosed to and agreed to in writing by **us**;
- any claim in respect of loss, liability or damage arising directly or indirectly or in consequence of or in any way involving asbestos or any materials containing asbestos, in whatever form or quantity;
- **your motor vehicle** if it is being driven on rails;
- consequential loss of any kind.

We will not pay any claims arising directly or indirectly from or in consequence of:

- war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or
- any act of terrorism.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- any action taken in controlling, preventing, suppressing or in any way relating to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. **We** will pay for any resultant loss or damage that is covered by this **policy**;
- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of **electronic data**;
- error in creating, amending, entering, deleting or using **electronic data**;
- total or partial inability or failure to receive, send, access or use **electronic data** for any time at all.

We may refuse to pay a claim if **you** do not advise **us** immediately if:

- **you** change **your** address or the address **you** have declared to **us** as the address at which **your motor vehicle** is parked overnight;
- **your motor vehicle** will no longer be parked overnight in the way that **you** have declared to **us** it would be parked overnight.
- **you** change the way **you** use **your motor vehicle** or the usage pattern of **your motor vehicle**;

but **we** will maintain cover if:

- **you** have told **us** about the change; and
- **we** have agreed to cover **you**; and
- **you** have paid any additional premium required.

Section Five: Excess

An **excess** applies to all claims under this **policy** for loss or damage to **your motor vehicle**. The amount is specified in the **policy schedule** as the “basic policy excess”.

In addition to the amount stated in the **schedule** as “the basic policy excess”, **you** or any other party indemnified by this **policy** will bear, in respect of each **accident**, a further sum of:

- **\$1,000** while **your motor vehicle** is being driven by or is in the charge of any person under the age of 21;
- **\$500** while **your motor vehicle** is being driven by or is in the charge of any person under the age of 25 but not under the age of 21;
- **\$500** while **your motor vehicle** is being driven by or is in the charge of any person who has held a full Australian Drivers Licence for less than two years;
- **\$500** while **your motor vehicle** is being driven by or is in the charge of any person over the age of 75 years;
- the amount shown in the **policy schedule** when **your motor vehicle** is being driven by an **authorised driver** who is not listed in the **policy schedule**.

If **we** make any payment under this **policy**, which includes any **excess** for which **you** are responsible, then **you** must pay to **us** the amount of such **excess** on request.

Each **excess** is cumulative. In other words, in circumstances in which more than one **excess** applies all applicable **excesses** are payable.

Cover under this **policy** is only available if the amount claimed is more than the **excess** or cumulative **excesses** even when the **excess** would not apply.

The **excess** must be paid when a claim is made unless:

- **we** agree the **accident** was entirely the fault of the other driver or party; and
- **you** can give **us** the name and address of the other driver or party; and
- **you** can give **us** the registration of the **motor vehicle** that caused the damage to **your motor vehicle**; and
- the damage exceeds the amount of the **excess** and the other driver or party was not a family member or a person who resides with **you**.

Section Six: Claims Procedures

When **your motor vehicle** is involved in an **accident** or loss which may give rise to a claim under this **policy**, **you** must contact **us** without delay. **You** can contact Calliden to make a claim in any of the following ways:

Tel: 1300 78 55 44

Fax: 1300 78 77 55

Postal address: PO Box 2717, Taren Point NSW 2229

Email: claims@calliden.com.au

You must also:

- take all reasonable steps to avoid further loss or damage;
- inform the Police as soon as possible, but within 24 hours of the damage coming to **your** attention, if **your motor vehicle** (or part of **your motor vehicle**) is stolen, or damaged in an attempted theft, or if malicious damage is suspected;
- within 30 days complete and give to **us our** claim form if **we** ask **you** to complete a claim form;
- give all information and assistance required by **our** legal representative or investigator to allow **us** to fully examine and settle **your** claim, and/or enforce in **your** name the rights **we** may have against any third party;

- not authorise repairs without **our** approval, except emergency repairs up to \$500. Repairs must be commenced as soon as practicable;
- pay any contribution on the cost of repairs or part/s where the repair or replacement part/s puts **your motor vehicle** in a better condition than prior to it being damaged.

When property belonging to other people is damaged in circumstances which may give rise to a claim under Section Two **you** must:

- not without **our** consent in writing, make any admission of liability, offer, promise or payment in connection with that claim;
- forward to **us** every letter, claim, writ, summons or process relating to the claim immediately after it is received.

We will have full discretion in the conduct of any proceedings or in settlement of any claim made against **you** and may:

- take over and conduct in **your** name the defence or settlement of any claim;
- prosecute in **your** name any right of recovery against other persons.

We agree that any disputes arising from this **policy** will be determined by the Courts, and in accordance with, the laws, of the State and Territory where this **policy** is issued.

Claims for less than the excess

The cover under this **policy** is only available if the amount claimed is more than the **excess** even when the **excess** would not apply.

Repairs

When **you** need to make a claim, **you** can choose **your** own repairer or **we** can recommend a repairer to carry out the repairs to **your motor vehicle**.

When your motor vehicle is being repaired – what we will do

When **you** have chosen **your** own repairer or **you** have chosen the repairer **we** recommend, **we** will ask the repairer to provide a quotation for the work that is required to repair **your motor vehicle**. If **we** consider

that the quote is fair and reasonable, **we** will authorise the repairer to carry out the repairs. When it comes to the repair of **your motor vehicle we**:

- will repair **your motor vehicle** to return it to the condition it was in before the incident which damaged **your motor vehicle**;
- will use new parts or parts consistent with the age and condition of **your motor vehicle**;
- may instruct the repairer to use other repairers to complete certain parts of the repairs. For example, if **your** windscreen or fixed glass is damaged, **we** may instruct the repairer to have the windscreen or fixed glass repaired by a specialist windscreen or fixed glass repairer;
- guarantee the quality of workmanship and materials for the life of the **motor vehicle** (subject to wear and tear).

If **you** choose **your** own repairer, **we** may not always authorise the repairs if **we** are not satisfied that the quote for the repairs is fair and reasonable. If this happens:

- **we** will pay **you** the amount that **we** determine to be fair and reasonable for the repairs. This amount will be determined by a motor vehicle assessor appointed by **us** inspecting the damage to **your motor vehicle**, and reviewing, adjusting and/ or amending **your** repairer's quote. **We** may also compare **your** repairer's quote with a quote **we** obtain from a repairer **we** choose;
- if **we** do not authorise repairs and **we** pay **you** the amount **we** determine to be fair and reasonable for the repairs, **we** will not guarantee the quality of workmanship and materials.

Emergency repairs

You may carry out emergency repairs up to the cost of \$500 (including any GST).

What is not covered - Repairs

We:

- will not be responsible for additional costs incurred because of delays in delivery of parts;
- will not pay for any air-conditioning refit, re-gas or any modification required by law;

- may require **you** to contribute to the cost of the repairs if the repairs to **your motor vehicle** leave it in a condition that is better than the condition it was in before the incident that caused the damage.

Section Seven: Conditions

If **you** do not comply with the following Conditions, **we** may refuse to pay a claim in whole or in part.

Renewal Procedure

When **your** current **policy** is close to expiry, **we** may send **you** an invitation to renew **your policy**. Any changes to the premium or the cover provided by the **policy** will be detailed in this renewal invitation.

Before **you** accept **our** invitation to renew **your policy**, **you** have a duty, by law, to tell **us** everything that **you** know or could reasonably be expected to know will alter the risk that **we** propose to insure in the new period of insurance. Things **you** must tell **us** before the new period of insurance commences include but are not limited to:

- details of any convictions, charges, prosecutions or fines for **you** or any **authorised driver**, for any driving or motoring offence including but not limited to speeding, traffic infringements (other than parking offences) and camera detected offences;
- if **you** or any **authorised driver** have had **your** or their drivers licence cancelled, suspended, special conditions imposed or been disqualified from driving;
- if **your motor vehicle** has been converted, altered or modified from the manufacturer's original specification for the model or series.

Changing motor vehicles

If **you** replace **your motor vehicle** with another motor vehicle, **we** may insure the new motor vehicle on the same terms and conditions as **your** old motor vehicle.

For the **policy** to cover the new motor vehicle:

- **you** must give **us** details of the new motor vehicle within 14 days of acquiring it; and
- **we** must agree to cover the new motor vehicle; and
- **you** must pay any additional premium **we** ask for.

If **you** do not, this **policy** will come to an end, without any notice to **you**.

Changing your address

You must notify **us** immediately if **you** change **your** address. This means if **you** relocate either temporarily or permanently, **you** must advise **us** in writing immediately.

Changing your motor vehicle's garaging or parking or your motor vehicle's garaging or parking address

You must notify **us** immediately in writing if:

- **your motor vehicle** will no longer be **garaged**, communally parked or parked overnight, either permanently or temporarily, at the address **you** have declared to **us** as the address where **your motor vehicle** is **garaged**, communally parked or parked overnight;
- **you** have declared to **us** that **your motor vehicle** is parked within the boundaries of **your usual overnight parking address**, in a **garage** or in a **communal parking area** overnight and it is, or will no longer be, parked within the boundaries of **your usual overnight parking address**, in a **garage** or in a **communal parking area** overnight either temporarily or permanently.

Making modifications to your motor vehicle

You must notify **us** immediately if **your motor vehicle** is converted, altered or modified from the manufacturer's original specification for the model or series. **Your motor vehicle** and the **modification** will be covered if:

- **we** agree to cover the **modification** and **your motor vehicle**; and
- **you** pay **us** any additional premium required; and
- **we** confirm in writing the **modification** and **your motor vehicle** is covered.

If you change the way you use your motor vehicle

You must notify **us** immediately if **you**:

- change the way **you** use **your motor vehicle** from the way **you** have declared to **us** that **you** use **your motor vehicle**; or
- change the number of times per week or per month that **you** drive **your motor vehicle** from the number **you** have declared to **us**; or

- change the number of times per week or per month **your motor vehicle** will be away from the address where it is stored, garaged or parked from the number **you** have declared to **us**; or
- have declared to **us your motor vehicle** is not driven and **you** will be driving **your motor vehicle**.

If you want to add additional authorised drivers

You must notify **us** immediately if **you** want any additional driver of **your motor vehicle** to be listed in **your policy schedule** as an **authorised driver**. Additional drivers will be covered if:

- **we** agree to cover the additional driver; and
- **you** pay **us** any additional premium required; and
- **we** confirm in writing the additional driver is listed as an **authorised driver** in **your policy schedule**.

If you want to change any other information or details in your policy please contact us

The change will be effective if:

- **we** agree to make the change; and
- **you** pay **us** any additional premium required; and
- **we** confirm in writing the change is effective.

Cancellation

You may terminate this **policy** at any time by forwarding to **us** a request in writing or electronically. If **you** do this, **we** will deduct from the premium **you** have paid **us**, the premium for the period that **you** have been insured together with a fee of 15% (plus GST) of the amount of premium that remains until the expiry of the **period of insurance**. **We** will then refund the remaining premium to **you**.

We may cancel this **policy** at any time where **we** are entitled to do so by law. If **we** cancel the **policy**, **we** will refund the premium in respect of the unexpired period of the **policy**.

In the event of **your motor vehicle** being declared a **total loss**, this **policy** will be cancelled from the date of the event causing the **total loss**. No refund of premium will be made.

Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. Headings are for convenience only and do not affect interpretation.

Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

The law that applies to this policy

Any disputes arising from this **policy** will be determined by the Courts, and in accordance with the laws, of the State or Territory where this **policy** is issued.

Section Eight: Legal Liability Only

Where **your policy schedule** states **your** type of cover is “Legal Liability Only” Sections One and Three do not apply.

Section Nine: Storage/Restoration Cover

Where **your policy schedule** states **your** type of cover is “Storage/Restoration Cover Only”, **your motor vehicle** will be covered at all times in accordance with the terms and conditions of this **policy**, except when being driven under its own power.

There is no cover for **your motor vehicle** under “Storage/Restoration Cover Only”:

- under Section Two of this **policy**,
- for any loss or damage caused by or in connection with **you** or an **authorised driver** driving **your motor vehicle** under its own power.

Section Ten: Stable Cover

Where the **policy schedule** states **your** type of cover is “Stable”, only one (1) of **your motor vehicles** is insured to be driven at any one time. Any of **your other motor vehicles** that **we** insure are insured under Section Ten: Storage/Restoration cover, while not being driven.

Section Eleven: Classic Car

Where the **policy schedule** states the Class as “Classic Motor Vehicle” the following applies:

- the **policy** extends to include the replacement of a broken/cracked windscreen or fixed glass without cost, subject to **our** prior approval.
- in the event **your motor vehicle** is declared a **total loss** under Section 1 **we** will allow **you** to retain the salvage of **your motor vehicle** if it is over 25 years old.
- **we** will cover any financial member over the age of 25 of a “Special Interest Car Club” of which **you** are a financial member, who is driving **your motor vehicle** with **your** permission.

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