

Personal Lines

Private Motor



Lumley 
Insurance

part of Wesfarmers Insurance

Personal Lines Motor Cover Private Motor

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Insurance issued by Wesfarmers General Insurance Limited trading as Lumley Insurance ABN 24 000 036 279

Preparation Date: 1 August 2013

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Level 3, 99 King Street
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Level 4, 10 Rudd Street
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465 Pulteney Street
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SECTION 1 – IMPORTANT INFORMATION

Lumley Insurance welcomes you as a customer. If you have any queries in relation to this insurance please contact your adviser if they have been appointed to act for you. We can also be contacted at our offices which are listed on the back page of this document.

About the insurer

The insurer of this product is Wesfarmers General Insurance Limited, ABN 24 000 036 279, AFSL 241461, trading as Lumley Insurance. In this document unless otherwise stated, the insurer is called “we”, “us”, “our” and/ or “Lumley Insurance”.

Our contact details

If you or your adviser need to contact us, have any questions or would like any further information regarding this insurance, contact us using the contact details provided in this document or where relevant, our agent or local office. If you have any queries in relation to this insurance please contact your adviser if they have been appointed to act for you. We can also be contacted at our offices which are listed on the back page of this document.

About this document

This document is a Product Disclosure Statement and Policy wording which contains important information to help you understand Lumley Insurance’s Private Motor Vehicle Insurance. Before you decide whether to purchase this insurance, you need to read this document carefully to understand its features and benefits. Certain words have special meaning and these are set out in Section 9.

See “How this insurance works” on page 11 which provides a guide designed to help you understand how this insurance works.

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THE COVERS YOU CAN APPLY FOR

The four types of cover you can choose from are:

- Gold Comprehensive insurance cover;
- Comprehensive insurance cover;
- Third Party Property, Fire and Theft cover; or
- Third Party Property Damage cover.

In some cases the Schedule or an endorsement to the Policy may include additional covers or amend the standard covers.

The Policy continues for and only applies to events which occur during the Period of Insurance.

We only provide cover up to the amounts and limits and Sums Insured specified in the Policy, less any applicable Excess.

We do not cover you for anything that is the subject of an exclusion. An exclusion may be in the relevant cover section itself, or in the general exclusions that apply to all covers unless specified otherwise or in the Schedule or an endorsement to the Policy.

Certain terms of the Policy impose obligations on you that must be complied with during the Period of Insurance, including when making a claim. If you do not comply we can refuse to pay a claim to the extent permitted by the *Insurance Contracts Act 1984* (Cth) and/or cancel the Policy.

If you make a fraudulent claim we can refuse to pay it and/or we may cancel the Policy.

We only cover your interest in the insured property unless you specifically include cover for the interest of a third party which will be shown in the Schedule.

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OUR AGREEMENT WITH YOU

If we agree to provide cover we do so subject to your agreement to pay the Premium by the time required by us and on the terms of:

- this document;
- the Schedule that we issue to you. This confirms the cover type provided and contains other important information, including the Period of Insurance, your Premium, details of your property and any Excess that may apply to you and others. It may also amend the standard terms of this document; and
- any other documents we tell you will form part of the Policy (e.g. endorsements).

These documents make up our agreement with you which we call the Policy.

The available covers are only provided if specified as applicable in your Schedule and are subject to the terms, conditions, exclusions and limits of cover set out in this Policy.

You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items you insure.

RENEWING

We may offer to renew your cover by sending you a renewal notice at least 14 days before your Policy expires. The renewal notice will show the terms and conditions, the period of insurance, any proposed alterations to your Policy, the Premium payable and the date by which the Premium must be paid.

We may require you to pay an additional Premium if you notify us of a claim made in the period between the time we calculate the renewal Premium and the expiring period of

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insurance. The additional Premium we require will be based on your revised claims history and any change in your No Claim Discount. The additional Premium will not exceed the amount we would have charged had you notified us of your claim earlier.

COOLING OFF

Even after you make a decision to purchase this insurance, you still have cooling off rights. You can cancel your insurance Policy by notifying us in writing within 30 days of cover commencing that you wish to do this. If you do this we will refund the Premium paid unless a claim has been made under the Policy. Even after this cooling off period ends you still have cancellation rights as set out in the "Other information about your policy" section.

CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. We are a signatory to the Code of Practice. The Code aims to raise the standards of practice and service in the insurance industry.

If you require further details please contact your nearest Lumley Insurance office or visit our website at www.lumley.com.au.

COMPLAINTS

If you have a complaint you may contact us and request that we review the matter. You should first contact the person who made the decision requesting a resolution within 24 hours and a referral to his or her manager if such resolution is not possible. The manager has a further five business days to resolve the matter. If the manager cannot resolve the matter

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You may ask him or her to refer it to the Internal Dispute Resolution (IDR) Committee which then has 15 business days to make a decision. A copy of our guide to resolving complaints is available on our website www.lumley.com.au.

If you are dissatisfied with our IDR Committee's decision you may refer your dispute to the Financial Ombudsman Service (FOS), provided the matter falls within their jurisdiction. The FOS provides a free and independent dispute resolution service approved by ASIC for consumers who have general insurance disputes that are covered by its Terms of Reference. You are not bound by the FOS decisions, but We are. If you wish your dispute to be heard by the FOS, you must refer your dispute to the FOS within two years from the date of receiving our IDR Committee's decision. You may refer the matter to FOS by contacting:

The Financial Ombudsman Service
Phone: 1300 78 08 08
Post: GPO Box 3, Melbourne, Victoria 3001
E-mail: info@fos.org.au
Website: www.fos.org.au

PRIVACY

We are bound by the National Privacy Principles (NPP) or any successors to the NPP and comply with the *Privacy Act 1988* (Cth).

We collect personal information which is necessary to provide our services for underwriting and administering your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest you.

We may disclose your personal information to companies in the same group, our agents, overseas service providers, other insurers, mailing houses and document service providers,

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financial institutions, insurance and claim reference agencies, credit agencies, loss assessor and adjusters, financial or investigative service providers, internal dispute resolution officers, dispute resolution providers such as the FOS.

We use and disclose your personal information for the purposes of providing insurance, policy administration, claims handling and dispute resolution. When you provide information about other individuals you must make them aware of the disclosure and the use to which the personal information will be put.

If your personal information is collected or supplied to a foreign organisation we will ensure it will be held, used or disclosed only in accordance with the NPP or their successors.

If you would like more details about our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us at any of the contact details on the last page of this document.

You can also view a copy of our Privacy Policy on our website at www.lumley.com.au.

General advice Warning

Lumley Insurance is authorised under its licence to deal in and provide general advice in relation to this insurance.

Any advice we or our representatives provide is general advice only and does not take into account your personal objectives, financial situation or needs.

Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this document carefully.

Lumley Insurance's employees are paid an annual salary and possibly bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they tell you otherwise.

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Compensation arrangements

The *Corporations Act 2001* (Cth) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the *Insurance Act 1973* (Cth).

Updating our Product Disclosure statement

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

Other documents may form part of our PDS and Policy. If they do we will tell you in the relevant document.

How this insurance works

This policy provides four different coverage options for vehicle insurance in Australia. These are explained on pages 22-27. This approach gives you flexibility as you can arrange your insurance to meet your particular needs.

Before you choose, you need to understand the significant benefits of each of the cover types, when benefits will be provided to you, the conditions and exclusions that apply to each type of cover, and how these conditions and exclusions apply. To do this, please read this document to understand:

Important Information

- the difference between the four types of cover;
- the benefits of each type of cover;
- what is not covered;
- the optional benefits that you can choose from; and
- what will happen in the event of a claim.

COST OF THE INSURANCE

The insurance provided is subject to your payment or agreement to pay the Premium we require by the agreed time. In order to calculate your Premium, we take various factors into consideration, including but not limited to:

- the type(s) of cover requested;
- the make, model and series of your vehicle;
- where your vehicle is kept overnight;
- the age, gender and driving history of all drivers;
- whether you will use your vehicle for private or business purposes; and
- any No Claim Discount you may be entitled to.

Factors that increase the risk to us generally increase the Premium (e.g. high claims experience or higher Sum Insured) and factors that reduce the risk to us generally reduce the Premium (e.g. low claims experience or lower Sums Insured).

Your Premium also includes amounts that take into account our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (for example stamp duty, GST and any fire services levy where applicable) in relation to your Policy.

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Where we are required to pay an estimated amount (e.g. for fire services levies) based on criteria set by the government, we allocate to the Policy our estimate of the amount we will be required to pay. We may over or under recover in any particular year but we will not adjust your Premium because of this. You can ask us for more details if you wish.

When you apply for this insurance, you will be advised of the total amount payable for the Policy (the Premium), when it needs to be paid and how it can be paid. This amount will be clearly set out in your Schedule, which will be sent to you within 5 days of the issue of this product. If you fail to pay your Premium we may reduce any claim payment by the amount of Premium owing and/or cancel the Policy.

DUTY OF DISCLOSURE

The *Insurance Contracts Act 1984* (Cth) (ICA) requires that any information that we seek must be collected by a specific question.

What you must tell us

When answering our questions, you must be honest and you have a duty under the ICA to tell us anything known to you, and which a reasonable person in the circumstances, would include in 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.

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.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel a policy. If you

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answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

Your duty of disclosure before you renew, extend, vary or reinstate your policy

You have a duty, under the ICA, to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- where compliance with your duty is waived by us.

When answering any questions, you must be honest.

We will use the information you disclose in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Consequence of non-disclosure

If you fail to comply with your duty of disclosure for a new policy, or before you renew, extend, vary or reinstate your policy we may be entitled to reduce our liability under the policy in respect of a claim or may cancel it. If your non-disclosure is fraudulent, we may also have the option of avoiding the policy from its commencement.

NOTIFY US OF CHANGES

You must tell us as soon as possible about any circumstance which changes the information you have provided to us and which may affect the risks insured or the occurrence of any events which are excluded.

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As any changes made including changes to your Vehicle or the drivers of the Vehicle which we insure under this Policy might affect the nature of the risk covered by this Policy, you must notify us as soon as possible of any changes including but not limited to:

- a change of persons who may drive the Vehicle;
- a change in Vehicle licence conditions;
- any driving charges, fines or convictions of you or any drivers of your Vehicle;
- any motor accidents that involve you or any drivers of your Vehicle;
- any additional accessories you add to your Vehicle or any conversion, alteration or modification of your Vehicle from its maker's specifications; and
- if the security system(s) of your Vehicle ceases to function.

We may require you to provide this information in writing.

If you change your details and we agree to the changes we will tell you we have agreed to it and we will issue you a new Schedule or endorsement confirming the change. You must pay any additional premium that is required.

GST

All the benefits listed in this Policy include GST. Any claim settlements, up to the Sum insured, will include GST. If we arrange to repair or replace your Vehicle, we will pay the cost to repair or replace the Vehicle inclusive of GST. However, if we settle your claim by making a payment to you, your GST status and the GST status of your Vehicle will determine the amount we pay. If:

- "private use" is shown on the Schedule, the payment to you will include GST; or

Important Information

- “business use” is shown on the Schedule, the payment to you will be reduced by any input tax credit you are entitled to.

If you are entitled to an input tax credit, you must tell us the extent of your entitlement).

FINANCIAL CLAIMS SCHEME

Each of these policies may be a ‘protected policy’ under the Federal Government’s Financial Claims Scheme (FCS) which only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme’s eligibility criteria being met.

Information about the FCS can be obtained from the Australian Prudential Regulation Authority at www.apra.gov.au or by calling 1300 558 849.

CLAIM PAYMENT EXAMPLES

The following examples are designed to illustrate how a claim payment might typically be calculated. The examples do not cover all scenarios or all benefits and do not form a part of the Policy terms and conditions. They are a guide only.

Example: repairing your Vehicle

A Vehicle that is insured for a sum insured of \$50,000 is damaged in an accident covered by the Policy. The basic Excess is \$600 and the age Excess is \$1,200. We assess the cost of repairs to be \$4,000 inclusive of GST. You are not registered for GST.

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How much we will pay:

We pay \$2,200 of the repair cost.

Explanation: The repair cost is \$4,000 and when the Policy Excesses totalling \$1,800 are applied \$2,200 is left comprising our liability.

You pay \$1,800. (The basic Excess is \$600 and the age Excess is \$1,200 totalling \$1,800. The Excess is the amount of any claim which you must bear). The total amount paid is \$4,000. This comprises our liability of \$2,200 and your liability of \$1,800.

Example: Your Vehicle and trailer are a total loss

Your car is insured for Market Value with Comprehensive cover. Your Vehicle and a trailer you own which is attached to your Vehicle are damaged in a collision which is covered by the Policy. The claim is subject to the basic Excess of \$600 and the inexperienced driver Excess of \$1,200. We determine the Market Value of your Vehicle is \$25,000 and the Market Value of your trailer is \$1,000. The salvage value of your Vehicle is \$4,000, its unexpired registration is worth \$500 and the trailer has no salvage value. You have paid us the full amount of the Premium and you are not registered for GST.

How much we will pay:

The amount payable by us for the Vehicle is \$23,200.

Explanation: The Market Value of the Vehicle is \$25,000 and the Excesses total \$1,800 so the net amount payable by us is \$23,200. We retain the salvage and the unexpired portion of the registration (as this comprises part of the value of the Vehicle and we have paid you for that Market Value).

We will pay you \$500 for the trailer. (The comprehensive cover policy has a limit of \$500 for trailers and so no payment can be made for the trailer beyond this sum. If only the trailer been damaged nothing would have been payable due to the operation of the Policy Excesses).

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Example: The keys to your insured Vehicle are stolen and you have reported the theft to the police.

There is no other damage to your Vehicle and you are unable to identify the thief. You have Gold Comprehensive cover and the cost to have your Vehicle locks re-coded are \$1000. Your basic Excess is \$600.

How much we will pay:

The amount payable by us is \$150.

Explanation: The cover offered under the additional benefit for Gold Comprehensive cover is up to \$750 for rekeying or recoding of your Vehicle if the keys are stolen and reported to the police. As you are not able to identify the person responsible for the theft the Excess is applicable to the claim. The Excess is applied and we pay the difference between the Excess of \$600 and the policy limit of \$750. The total amount payable by us is \$150.

Example: Your liability to a third-party

You have comprehensive cover including or Third Party Property Damage Cover. The policy carries a \$600 basic Excess and a voluntary Excess of \$1,050. There is an accident for which you are at fault and damage to the other party's car amounts to \$10,000. The other party suffers bodily injury quantified at \$20,000.

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How much we will pay:

For damage to the third party's car we will pay \$8,350 and you will pay \$1,650.

Explanation: The damage to the third party's car amounts to \$10,000. As your combined Policy Excesses amount to \$1,650 you must pay this amount. We are responsible for the balance of \$8,350.

We will not pay anything for the personal injury sustained by the third party. (This Policy provides no cover for death or personal injury. The claim for personal injury should be referred to your compulsory third party motor insurer).

Summary of Cover

SECTION 2

Insured Events Page Ref
Legal Liability (third party property damage)
Theft
Malicious damage
Fire and explosion
Storm, hail, lightning, rain, flood or other water damage
Own vehicle damage: collision
Additional benefits
Replacement of vehicle
Choice of licensed repairer
Damage caused by uninsured drivers
Emergency accommodation
Emergency repairs
Lifetime Repair Guarantee
Personal Property
Replacement vehicle
Trailer cover
Lock re-keying or re-coding
Towing and storage costs
Hire Car following theft
Optional Benefits (an extra Premium is payable)
Hire Car after accident
Maximum No Claim Discount protection
Vehicle Glass Replacement

Summary of Cover

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SUMMARY OF COVER

Gold Comprehensive Insurance Cover	Comprehensive Insurance Cover	Third Party Property Damage, Fire, and Theft	Third Party Property Damage Cover
✓	✓	✓	✓
✓	✓	✓	✗
✓	✓	✗	✗
✓	✓	✓	✗
✓	✓	✗	✗
✓	✓	✗	✗
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✗	✗
✓	✓	✗	✗
✓	✓	✓	✓
✓	✓	✗	✗
✓	✓	✗	✗
✓	✓	✗	✗
✓	✓	✓	✗
✓	✓	✗	✗
✓	✓	✗	✗
✓	✓	✗	✗
✓	✓	✗	✗

Insured events

SECTION 3 – INSURED EVENTS

This section sets out what is, and what is not, covered under each type of insurance. There are also General Exclusions which apply. These are described on pages 40-44.

Gold Comprehensive and Comprehensive cover

Insured events

What is covered

If your Vehicle is:

- involved in a collision;
- lost or damaged as a result of storm, flood or other water damage;
- damaged as a result of lightning, rain or hail;
- damaged as a result of fire or explosion;
- maliciously damaged; or
- stolen and found damaged.

We will at our discretion:

- repair your Vehicle; or
- pay the cost of repairing your Vehicle; or
- pay you the Sum insured; or
- replace your Vehicle with a new Vehicle of similar make, model and series (subject to local availability).

If your car is stolen and not found, we will at our discretion:

- pay you the Sum insured; or
- replace your Vehicle with a new Vehicle of similar make, model and series (subject to local availability).

In addition, you are entitled to the Third Party Property Damage cover described on page 25.

For payment of an additional Premium, you are also entitled to the Optional Benefits described on pages 38-39.

Insured events

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What is not covered

The cost of any repairs to your Vehicle unless we have authorised them.

Damage to the tyres of your Vehicle caused by the application of brakes or by punctures, cuts, or bursts unless directly resulting from:

- a collision;
- storm, flood or other water damage;
- lightning, rain or hail;
- fire or explosion;
- malicious damage; or
- theft of your Vehicle.

Damage or theft if you have not taken reasonable precautions to safeguard your Vehicle or to have it towed to a safe place after an insured event or breakdown.

Third Party Property, Fire and Theft cover

Insured events

What is covered

We will only cover you for loss or damage to your Vehicle which is caused by fire or theft occurring during the Period of Insurance.

We will pay for loss or damage to your Vehicle, at our option, on the following basis:

- a) repair, replace or pay you the reasonable cost to repair or replace your Vehicle; or
- b) pay you the Sum Insured of your Vehicle as shown in the Schedule.

If we elect to repair your Vehicle we will ensure that the repairs are carried out in a satisfactory manner, and that your Vehicle is repaired with parts which are new or consistent

Insured events

with the age and condition of your Vehicle. If your Vehicle is a Total Loss we will pay you the Sum Insured shown in the Schedule.

In addition, you are entitled to:

- the Third Party Property Damage cover described on page 24.

What is not covered

The cost of any repairs to your Vehicle unless we have authorised them.

Damage or theft if you have not taken reasonable precautions to safeguard your Vehicle or to have it towed to a safe place after an insured event or breakdown.

Third Party Property Damage cover

Insured events

What is covered

Your legal liability cover for damage to other people's property.

1. We will cover you for the amount which you are legally liable to pay as compensation for loss or damage to someone else's property as a result of an Accident occurring during the Period of Insurance caused by or arising out of the use of:
 - a) your Vehicle; and/or
 - b) a caravan or trailer towed by your Vehicle.
2. We will also cover the following persons in relation to the use of your Vehicle:
 - a) any person driving, using or in charge of your Vehicle with your consent;
 - b) any passenger in, or getting in, or getting out of your Vehicle;

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- c) your employer, principal or partner but only if their liability arises out of the use by you of your Vehicle; and
 - d) the Commonwealth and State Governments but only if their liability arises out of the use by you of your Vehicle on government business.
3. We will also cover you for all legal costs and expenses incurred with our written agreement in defending any court proceedings arising from an event for which cover is provided by this Policy.
 4. The maximum amount we will pay under this Third Party Property Damage cover (including any legal costs) for any one Accident or series of accidents arising out of the same event is \$20,000,000.
 5. Legal costs and expenses

If your vehicle is involved in a collision and causes damage to someone else's property, we will also pay all legal costs and expenses incurred with our prior written consent in defending any court proceedings if we have accepted a claim for your legal liability.

You are also entitled to a number of Additional Benefits, described in the next section.

What is not covered

We will not pay for:

- a) claims for loss of or damage to property or death or bodily injury made against you by any other person entitled to cover under this Policy; or
- b) claims for loss or damage to property where the property belongs to or is held in trust by or in the custody or control of you, any member of your family, a nominated or authorised driver, any person you employ, any person

Insured events

- driving, using or in charge of your Vehicle or any person entitled to cover under this Third Party Property Damage cover; or
- c) claims made under this Policy by a person (other than you) who has been refused motor vehicle insurance or continuation thereof by any insurer or who we have refused to cover under the Policy; or
- d) legal costs and expenses:
 - i) incurred without our written consent; or
 - ii) that relate to a legal liability not covered by this Policy; or
- e) legal liability claims by a relative or person ordinarily residing with you or a person covered under this Policy, or with whom you or they ordinarily reside, or any person deemed by virtue of relevant workers compensation legislation or its equivalent to be a worker employed by you; or
- f) legal liability claims relating to a person who we have not permitted to use or drive your Vehicle; or
- g) claims where you or any person driving, using or in charge of your Vehicle is entitled to be wholly or partly indemnified by or under any statutory or compulsory insurance policy or insurance, or compensation scheme or fund, or if indemnity under any statutory or compulsory insurance policy or insurance or compensation scheme or fund is refused or the amount recoverable is nil; or
- h) any penalties, fines or awards of aggravated, exemplary or punitive damages made; or
- i) accidents where there is insurance required by law and that insurance provides cover for the liability;

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- j) claims arising from any agreement or contract you, or any person covered by this Policy entered into, unless you or they would have been liable despite the agreement or contract; or
- k) any claim resulting from death or bodily injury to any:
 - i) person driving and/or in charge of your Vehicle;
 - ii) of your employees; or
 - iii) member of your family; or
- l) claims caused by or arising from an intentional act by you or any other person covered by this Policy; or
- m) any claim relating to legal liability for death or bodily injury.
- n) legal costs and expenses that relate to the legal liability not covered by this Policy; or
- o) legal costs and expenses we have not agreed to pay in writing; or
- p) legal costs to defend any type of criminal proceeding; or
- q) fines for breaches of any road traffic statutes, acts, by-laws or regulations.

Additional benefits

SECTION 4 – ADDITIONAL BENEFITS

We also provide you with a number of benefits at no extra cost. These benefits are listed below under the types of cover they apply to. You should note that they are subject to the General Exclusions detailed on page 40-44.

The following benefits are applicable to:

- Gold Comprehensive cover
- Comprehensive cover
- Third Party Property, Fire and Theft cover
- Third Party Property damage.

Replacement of Vehicle

What is covered

If you sell your Vehicle and replace it with another during the Period of Insurance, we will cover the replacement Vehicle on the terms set out in your Policy from the date of purchase, provided:

- you notify us within 14 days of the date of purchase of the replacement Vehicle; and
- you agree to any revised conditions; and
- you pay any additional Premium required by us; and
- we agree to insure it; and
- you give us full details about the replacement Vehicle.

We also reserve the right not to insure the replacement vehicle after 14 days from the date of purchase.

Cover on the replaced Vehicle ceases from the date of purchase of the replacement Vehicle.

If you have chosen Gold Comprehensive Cover or Comprehensive Cover, we will cover the replacement Vehicle up to the lesser of:

Additional benefits

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- the sum insured shown on your schedule; or
- the purchase price of the replacement Vehicle.

If you have chosen Third Party Property, Fire and Theft cover, we will cover the replacement Vehicle up to the lesser of:

- the sum insured shown on your schedule; or
- the purchase price of the replacement Vehicle.

What is not covered

We will not pay under this additional benefit unless we agree to do so and provide you with a new Schedule.

We will not cover the replacement Vehicle for longer than the lesser of:

- 14 days from the date of change; or
- the remainder of the period of insurance.

Choice of licensed repairer

What is covered

If we assess that your Vehicle can be repaired, you can choose to:

- use our authorised repairer; or
- use your own licensed repairer. However the most we will pay is the cost of repairs as determined by our assessor, or quoted by our authorised repairer for comparable repairs.

You will only be entitled to the Lifetime Repair Guarantee described in the Additional Benefits section below if you choose to use our authorised repairer.

We reserve the right to:

- request an alternative quote for the repairs of your vehicle. If we request an alternative quote from one of our authorised repairers we will pay the cost to move your vehicle to one of our authorised repairers; and

Additional benefits

- determine the method of repairs; and
- make sure that the repairs are carried out satisfactorily, and make sure that the parts used for repairs are new or are consistent with the age and condition of your Vehicle.

What is not covered

If any parts are not available in Australia, we will not pay the shipping costs to freight the parts to Australia.

We will not pay any more than the reasonable and necessary repair cost determined by our assessor or authorised repairer in relation to repairs to your Vehicle regardless of whether you choose to use our authorised repairer or use your own licensed repairer.

Lifetime repair guarantee

What is covered

We will guarantee the workmanship and materials on all repairs authorised by us and completed by our authorised repairers, for the life of your vehicle.

We will arrange for any unsatisfactory repairs to be inspected and for the necessary rectification to be carried out.

What is not covered

We will not pay under this additional benefit for:

- any repairs not authorised by us; or
- rectification of any repairs not completed by our authorised repairers.

The following benefits are applicable to:

- Gold Comprehensive cover
- Comprehensive cover

Additional benefits

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Substitute Vehicle

What is covered

Where the Schedule shows you are covered for Gold Comprehensive or Comprehensive, the legal liability cover under Section 3 Third Party Property Damage cover is extended to cover accidental damage to someone else's property, for which you are held legally liable to pay, caused by your driving (with the owner's consent) of a vehicle not belonging to you as a substitute for your Vehicle as if it were your Vehicle. Provided that:

- your Vehicle is not being used by you because it is undergoing service or repair; and
- the substitute vehicle is not subject to a self-drive hire agreement; and
- the substitute vehicle is a registered vehicle and designed and used for private use; and
- the substitute vehicle is not otherwise insured under any policy which insures against the relevant damage.

Emergency repairs

What is covered

If your Vehicle is involved in an Accident, suffers malicious damage or is stolen and recovered in a damaged condition, we will pay for the cost of emergency repairs that are essential to allow you to drive the Vehicle to where you normally keep your Vehicle.

Under this additional benefit, we will pay up to a maximum of:

- \$1,000 if the Schedule shows you are covered for Gold Comprehensive; and
- \$500 if the Schedule shows you are covered for Comprehensive

Additional benefits

Lock re-keying or recoding

What is covered

If the keys to your Vehicle are stolen, we will pay to replace the keys and for any necessary recoding of the keys.

Under this additional benefit, we will pay up to a maximum of:

- a) \$750 if the Schedule shows you are covered for Gold Comprehensive; and
- b) \$500 if the Schedule shows you are covered for Comprehensive.

What is not covered

We will not pay under this additional benefit if:

- you have not reported the theft or loss to the police; or
- the keys have been stolen by a relative, family member, any person who ordinarily resides with you, invitee or any other person insured under this Policy.

Trailer(s)

What is covered

If a trailer owned by you is stolen or accidentally damaged whilst attached to your Vehicle, we will pay the lesser of the cost of repairs or the Market Value of the trailer or the available amount payable under this additional benefit

Under this additional benefit we will pay up to:

- a) \$1,000 if the Schedule shows you are covered for Gold Comprehensive; or
- b) \$500 if the Schedule shows you are covered for Comprehensive.

Additional benefits

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What is not covered

We will not pay for a trailer not owned by you.

Emergency accommodation

What is covered

If your Vehicle cannot be safely driven as a result of being involved in an Accident, stolen or subject to malicious damage and you are more than 100 kilometres from where you normally keep your Vehicle, we will pay for your reasonable cost of emergency accommodation.

This additional benefit is only payable if we accept and pay a claim for loss or damage to your vehicle.

The maximum amount we will pay under this additional benefit for any one claim during one Period of Insurance is:

- a) \$1,500 in total if the Schedule shows you are covered for Gold Comprehensive; or
- b) \$100 per day and up to maximum of \$500 in total if the Schedule shows you are covered for Comprehensive.

What is not covered

We will not pay under this additional benefit if:

- you are less than 100 kilometres from where you normally keep your Vehicle; or
- you did not contact us as soon as practicable after the loss, damage or theft.

Personal Property

What is covered

We will pay for personal effects belonging to you or a member of your family which are:

- damaged in an Accident involving your Vehicle; or

Additional benefits

- stolen from your locked Vehicle. The most we will pay under this additional benefit for any one claim during one Period of Insurance is:
 - a) \$500 per item and up to a maximum of \$1,000 in total if the Schedule shows you are covered for Gold Comprehensive
 - b) Comprehensive Cover - \$100 per item and up to \$500 in total.

Hire car following theft

What is covered

If your vehicle is stolen and you need to hire a replacement vehicle, we will reimburse you for Hire Car Costs of a vehicle similar to your Vehicle (or if there is no such vehicle locally available we will determine a suitable vehicle) for:

- up to a maximum amount of \$75 per day for up to a maximum of 21 days if the Schedule shows you are covered for Gold Comprehensive; or
- up to a maximum amount of \$75 per day for up to a maximum of 14 days if the Schedule shows you are covered for Comprehensive cover.
- You may be required to refund to us any costs we incur for the hire car, if you withdraw your claim or we refuse to accept it.

What is not covered

We will not pay under this additional benefit for:

- a rental car unless its hire has been approved by us; or
- the cost of fuel used during the rental period; or
- any damage to the rental car; or

Additional benefits

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- costs including but not limited to paying the insurance, and insurance excess, deposit, security bond, pick up and return to pick up location, one way rental fee, airport concession fees, tolls, any upgrade costs, limitations or other costs for which you may be liable under the hire car rental agreement; or
- a rental car for any period after your Vehicle is found regardless of the condition of your Vehicle when it is found.

New Vehicle replacement after a Total Loss

What is covered

If we assess your Vehicle as a Total Loss as a result of an Accident which occurs within two years of its original registration and you are the original registered owner of the Vehicle, we will:

- replace your Vehicle with a new vehicle of the same make, model and series if currently available; and
- pay for the on-road costs of the new vehicle, except costs involved with registration and compulsory third party insurance.

What is not covered

We will not replace your Vehicle if:

- a replacement Vehicle of the same make, model and series is not currently available. We will pay you the Sum Insured for your Vehicle; or
- your Vehicle is financed unless the financier provides consent to the replacement of the Vehicle; or
- you did not purchase your Vehicle brand new.

Additional benefits

The following benefits are applicable to:

- Gold Comprehensive cover
- Comprehensive cover
- Third Party Property, Fire and Theft cover

Towing and storage

What is covered

If your Vehicle is involved in an Accident or is recovered after a theft and we have accepted your claim under the Policy in relation to that Accident or theft, We will pay the reasonable cost of protection of your Vehicle by removal or towing of your Vehicle to the nearest repairer, place of safety or to any other place approved by us and storing your Vehicle at any place approved by us for the purpose of safety, repair and/or inspection.

What is not covered

We will not pay under this additional benefit:

- if the cost of repairing and/or storing and returning your vehicle to you exceeds the Sum Insured and we have treated your Vehicle as a Total Loss. If we treat your Vehicle as a Total Loss, we will not return your Vehicle to you; or
- for any storage costs incurred before you lodged your claim.

The following benefits are applicable to:

- Third Party Property, Fire and Theft cover
- Third Party Property damage

Additional benefits

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Damage by uninsured drivers

What is covered

If your Vehicle is damaged as a result of an Accident with an uninsured vehicle and in our opinion you are not at fault in relation to the Accident, we will pay the cost to repair your Vehicle provided you give us:

- the name and address of the driver of the uninsured vehicle; and
- the registration number and description of the uninsured vehicle; and
- proof that the other Vehicle was uninsured;
- We will pay up to a maximum of \$3,000 under this additional benefit.

What is not covered

We will not pay under this additional benefit if:

- we do not agree that the other driver was at fault; or
- the other car was being driven by your relative, spouse, de facto, any person ordinarily residing with you or with whom you ordinarily reside.

Optional benefits

Optional benefits

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SECTION 5 – OPTIONAL BENEFITS

Gold Comprehensive and Comprehensive Cover

If you choose to pay an additional Premium and we agree, you can add any of the following optional benefits to your Gold Comprehensive or Comprehensive insurance cover.

If you have added any optional benefits, they will be shown on your Schedule.

Vehicle Glass Replacement

If the windscreen or other windows of your Vehicle are broken by Accident, we will pay, at our option, for the repair or replacement of that windscreen and other windows, without applying an Excess or change in your No claims discount (NCD) rating (where applicable), provided that:

- such breakage is the only damage sustained by your Vehicle; and
- this optional benefit will apply only for one claim for breakage of a windscreen or other windows during any one Period of Insurance.

No Claims Discount (NCD) Rating Protection

If you have provided evidence to satisfy us that you are entitled to a maximum NCD rating (as set out on page 47), and you choose to extend your Policy to include this optional benefit, we will not reduce your NCD rating for the first claim which, in our opinion, is your fault in any one Period of Insurance.

However, if we accept more than one claim which, in our opinion, is your fault during any one Period of Insurance, this optional benefit will not apply.

This protection does not alter our right to increase the Premium on renewal of the Policy where, in our opinion, other risk factors relating to the cost of the insurance have increased.

Hire Car following accident

If your Vehicle is damaged requiring repair and we have accepted your claim under Section 3 of the Policy in relation to that damage and you need to hire a replacement vehicle, we will reimburse you for Hire Car Costs of a vehicle similar to your Vehicle (or if there is no such vehicle locally available we will determine a suitable vehicle) for:

- up to a maximum amount of \$75 per day for up to a maximum of 21 days if the Schedule shows you are covered for Gold Comprehensive; and
- up to a maximum amount of \$75 per day for up to a maximum of 14 days if the Schedule shows you are covered for Comprehensive.

You may be required to refund to us any costs we incur under this optional benefit for the hire of the replacement vehicle if you withdraw your claim or we refuse to accept the claim.

We will not pay under this optional benefit for:

- the cost of fuel used during the rental period; or
- any damage to the rental car; or
- costs including but not limited to paying the insurance, any insurance excess, deposit, security bond, pick up and return to pick up location, one way rental fee, airport concession fees, tolls, any upgrade costs, limitations or other costs which you may be liable for under the hire car rental agreement; or
- a rental car for any period after your Vehicle is repaired.

General exclusions

SECTION 6 – GENERAL EXCLUSIONS

We do not cover

These exclusions apply to the whole of your Policy unless otherwise stated.

1. We do not cover your Vehicle while being driven by you, or by any person with your consent, who is not licensed to drive your Vehicle under all relevant laws, by laws and regulations.
2. We do not cover your Vehicle while being driven by any person:
 - whose faculties are impaired by any drug, alcohol or intoxicating liquor; or
 - who is convicted of or charged with driving, at the time of the Accident, under the influence of any drug, alcohol, intoxicating liquor or medication; or
 - with a percentage of alcohol in his/her breath or blood in Excess of the percentage permitted by law in the relevant State or Territory; or
 - who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by any law of a State or Territory.

However, we will cover your Vehicle if your Vehicle was stolen.

3. We do not cover your Vehicle while being used to carry a greater number of passengers or convey or tow a load in excess of that for which your Vehicle was constructed.

However, we will cover your Vehicle if you prove the loss, damage or liability was not caused or contributed to by the greater number of passengers or load.

4. We do not cover your Vehicle while being used in an unsafe or unroadworthy condition and such condition caused or contributed to the loss.

General exclusions

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However this exclusion does not apply where you could not have reasonably detected the unsafe or unroadworthy condition.

5. We do not cover your own criminal act or use of, or resulting from the use by you of your Vehicle for an unlawful purpose or whilst being used for an unlawful purpose by some other person with your consent.
6. We do not cover your Vehicle while being used in connection with the motor trade or for experiments, tests, stunts or trials.
7. We do not cover your Vehicle while being used for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement.

However if your full-time employer pays you a travelling allowance, we will not regard that as hire, fare or reward.

8. We do not cover any loss, damage, liability, costs or expenses directly or indirectly occasioned by, happening through or in consequence of any of the following regardless of any contributing cause or event:
 - war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war; or
 - mutiny, civil commotion assuming the proportions of or amounting to an uprising, military rising, insurrection, rebellion, revolution, military or usurped power; or
 - radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.
9. We do not cover your Vehicle being used by you, or someone with your consent:
 - for, or being tested in preparation for, any motor sport, racing, pacemaking, reliability trials, speed or

General exclusions

- hill climbing trials, tests or contests or any other motor sport, event or public demonstration; or
 - for experiments, tests, stunts; or
 - when being driven on a race track or speedway track or course; or
 - when being driven on any driver training or driver instruction day on a racetrack or speedway track or course, or on any section of a rally or similar event, unless you have notified us of your intention to use your Vehicle for this purpose and we have agreed to provide cover for this purpose and you have agreed to pay us any additional Premium we require.
10. We do not cover depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure.
 11. We do not cover damage to your Vehicle's tyres by application of brakes or by road punctures, cuts or bursts unless directly resulting from:
 - a collision;
 - storm, flood or other water damage;
 - lightning, rain or hail;
 - fire or explosion;
 - malicious damage; or
 - theft of your Vehicle.
 12. We do not cover loss suffered as a result of lawful seizure, confiscation, repossession or other operation of law.
 13. We do not cover your Vehicle while on consignment to or in the possession of another person as part of the other person's stock in trade.
 14. We do not cover theft of, or from your Vehicle after an Accident or breakdown if reasonable steps to protect or safeguard your Vehicle have not been taken.

General exclusions

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15. We do not cover any person covered by this Policy stealing, converting, absconding or otherwise misappropriating your Vehicle.
16. We do not cover any loss that you or anyone else may suffer due to your inability to use your Vehicle for any reason except as set out in Section 4 Additional benefits of – 'Towing and Storage' and 'Hire car following theft' as applicable.
17. We do not cover your Vehicle or any vehicle whilst:
 - on rails other than as cargo; or
 - not running solely on terra firma.
18. We do not cover any GST, fine, penalty or charge for which you are liable arising out of your misrepresentation of, or failure to disclose, your actual input tax credit entitlement in the settlement of any claim or Premium relating to your Policy.
19. We do not provide cover for loss, damage, liability, costs or expenses directly or indirectly occasioned by, happening through or in consequence of asbestos.
20. We do not cover any death, injury, illness, loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with:
 - any act of Terrorism regardless of any other contributing cause or event; or
 - any action taken in controlling, preventing, suppressing, or in any way responding to or relating to the matters set out in paragraph 20 above.
21. We do not cover bushfire, grassfire, flood, storm, rainwater or named cyclone occurring within 48 hours of the start date of your Period of Insurance if this is a new Policy with us, unless:
 - you had entered into a contract of sale to purchase your Vehicle or a contract to lease your Vehicle and

General exclusions

took possession of your Vehicle no more than 24 hours before the start date of your Policy; or

- your Policy replaced another policy covering the same Vehicle and there has been no break in cover, in which case our liability is limited to the lower sum insured under the 2 policies.
22. We do not cover your Vehicle where the driver of your Vehicle was under the age of 25 at the time of the loss or damage and you have chosen to limit cover under your policy to drivers 25 years of age or older, unless:
- the driver is not at fault; or
 - the driver was found guilty of theft or illegal use of your Vehicle;
 - your Vehicle was being driven by a car park attendant; or
 - your Vehicle was being driven by a person paid by you to repair, service or test your Vehicle.
23. We do not cover any loss or damage of whatsoever kind arising directly or indirectly out of:
- a) the corruption, destruction or alteration of or damage to data, coding, programme or software; or
 - b) the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips; or
 - c) any business interruption resulting therefrom; but this exclusion will not apply where such loss or damage occurs as a direct result of physical damage which is otherwise covered by this Policy.

Other information

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SECTION 7 – OTHER INFORMATION ABOUT YOUR POLICY

Agreed or Market Value

If your Schedule shows you have chosen Gold Comprehensive or Comprehensive insurance cover, you can choose to insure your vehicle for:

- an Agreed value and we will pay up to the Sum Insured on your Schedule;
- or
- the Market Value and we will pay up to an amount we assess your Vehicle to be worth immediately before it was damaged or stolen.

The basis of valuation you have chosen will be shown on your Schedule.

Dangerous goods

If you carry any hazardous goods or substances in your Vehicle you must comply with all relevant laws, by-laws and statutory regulations. If you do not do these things and it prejudices our interests, we will reduce any benefit under this Policy by the amount that represents the extent to which our interest has been prejudiced.

Excess

The Policy includes Excesses. There are five basic types of Excess.

The amount of the Excess(es) can vary because there is a basic Excess, age Excess, inexperienced driver Excess, additional Excess and voluntary Excess and excesses may be cumulative. They will be shown on the Schedule. In the event of a claim you may need to pay more than one of the above Excess types for any one claim.

Other information

Basic Excess. This applies to all claims unless otherwise stated in this Policy or on the Schedule.

Age Excess. This applies when the driver of the Vehicle is under 25 years of age. This applies in addition to the other Excesses when we accept your claim.

However this Excess will not apply if the driver of your Vehicle:

- was a car park attendant; or
- was a learner driver under your direct supervision; or
- was found guilty of theft or illegal use of your vehicle; or
- had been paid by you to repair or service your Vehicle.

Inexperienced Driver Excess. This applies when the driver of the Vehicle is over 25 years of age and has not held an Australian driver's licence for the two consecutive years before the claim occurred. This applies in addition to the other Excesses when we accept your claim.

Additional Excess. This applies if we have agreed to cover you under special terms. This applies in addition to the other Excesses when we accept your claim.

Voluntary excess. If you choose Gold Comprehensive or Comprehensive cover you may choose to pay an additional Excess amount. This Voluntary Excess will reduce your Premium.

The Voluntary Excess applies in addition to the basic Excess when we accept a claim from you - unless this is a claim for a first broken windscreen or window and you have paid an additional Premium to protect your Excess for the first breakage of a windscreen during the currency of the Policy.

Where we agree to pay you the Sum Insured or any maximum amount set out in this Policy or your Schedule, any applicable Excess(es) will be deducted from the amount paid to you in relation to the claim.

Other information

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Interested parties

We will only cover your interest in your Vehicle unless we specifically agree to cover the interest of another party, such as a financier or any other owners which you have told us about. If we agree to cover the interest of another party, these details will be noted on your Schedule and in the absence of such note there will be no cover for that other party.

If a financier is noted on your Schedule as an interested party, and we agree to settle your claim on a cash basis, we have the option of paying the financier in full or part settlement and discharge of your claim.

Joint Policyholders

If more than one person takes out this insurance, the names of each will be shown on your Schedule. Each joint policyholder has authority to make changes to this Policy, including removing the name of the other, or to cancel the Policy.

No Claim Discount (NCD)

We offer a No Claim Discount (NCD) to drivers with a good insurance record. We will apply a discount off your Premium if you have an NCD rating shown on your Schedule.

For each year you do not have an at-fault claim, your NCD increases by a percentage and keeps increasing until it reaches the maximum discount level of 65%.

Your NCD rating is not affected if:

- a) you have a maximum NCD rating and have chosen to protect it by paying the additional Premium required for the optional benefit 'No Claims Discount (NCD) Rating Protection'; or
- b) if the driver of your Vehicle at the time of the Accident did not, in our opinion, contribute to the cause of the

Other information

Accident provided however that you provide us with the name and address of the owner and driver or party responsible.

Notices

When we send you any written notice, it will take effect when it is delivered to your last postal address known to us in accordance with the *Insurance Contracts Act 1984* (Cth).

Restricted Drivers

You can reduce your Premium if you choose to restrict cover under your Policy to drivers 25 years of age or older. If you choose to do so, this restriction will be shown on your Schedule. Your Policy will then be subject to the Section 6 – General Exclusions number 22 shown on page 44.

Towing

If your Vehicle is being towed for any reason, and you are not employing a specialist towing company, you must ensure that the towing vehicle meets the requirements of the State or Territory registration towing limits and specifications for the trailer and that your Vehicle securely attached to the trailer.

Vehicle Usage

Under this Policy, your Vehicle is insured for either private use or business use. Your Vehicle will be insured for business purposes if we have asked you about its business use and we have agreed to cover your Vehicle for business purposes. The class of use you have chosen will be shown on your Schedule.

Other information

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Cancelling

If you cancel your Policy

You may cancel your Policy at anytime by writing to us. If you do, cancellation will take effect when we receive your request or from any later date that you tell us.

If we cancel your Policy

We may only cancel your Policy where we are entitled to do so by law and in particular under the *Insurance Contracts Act 1984* (Cth), including if you:

- failed to answer our questions truthfully and accurately;
- made a misrepresentation to us before the Policy was issued;
- made a fraudulent claim;
- failed to pay your Premium; or
- failed to comply with the terms and conditions of this Policy.

If you have chosen to pay your Premiums by instalments we may cancel your Policy if any instalment which is due and payable remains unpaid for more than one month.

Claims

SECTION 8 – CLAIMS

You must:

- advise us in writing as soon as practicable after you suffer a loss or think you have a claim. If you do not make a claim within a reasonable time of the loss, we may reduce what we pay to you to allow for any disadvantage we may have suffered because of the delay;
- take all reasonable steps to stop any further loss from occurring;
- not repair or replace any damaged Vehicle or property without our consent;
- advise the police if your Vehicle is stolen, suffered malicious damage, if property was damaged other than the Vehicles involved in the Accident or if a person was injured;
- not pay or promise to pay or offer payment or admit responsibility for a claim;
- keep the property that has been damaged so we can inspect it;
- provide us with all the information that we require to settle the claim including valuations, receipt and statutory declarations if requested; and
- cooperate with us and promptly forward to us all correspondence received by you concerning the event or claim or loss.

When we accept a claim under your Policy:

- we will reduce the amount we pay you following a covered loss by the Excess;
- we will not pay you more than the Sum Insured or relevant limit applicable to the item unless otherwise stated in your Policy or Schedule; and

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Claims

- we have the right to exercise your legal rights to conduct, defend or settle any legal or recovery action that we consider necessary and to do so in your name. The amount of any Excess you may have paid will only be refunded if and when we have recovered the total amount we have paid under the claim.

Our repair policy

If we agree to repair Your vehicle then We will use parts suitable for Your Vehicle's age and condition, as follows:

- In most circumstances new Original Equipment Manufacture (OEM) approved parts will be used if Your Vehicle is under 3 years old,
- New and/or reusable non-mechanical or reconditioned OEM parts may be used in the following circumstances:
 - Your car is over 3 years old; and
 - it does not affect the safety or the structural integrity of Your Vehicle; and
 - it complies with the applicable Australian Design Rules and the vehicles manufacturer's specifications.

For Windscreens, we use parts which are compliant with Australian Design Rules.

Total Loss

If we pay your claim for a Total Loss then the cover under this Policy will end. We are entitled to receive any Premium due to us or to deduct any Premium due to us from any claim payment. We will not return any Premium you have paid for any used period of cover following the Total Loss.

Claims

Other insurance

To the extent permitted by law, when another insurance policy provides cover for a loss, we will pay only the amount by which the indemnity under your Policy exceeds the limit of cover under the other insurance, unless that other insurance was specifically written to provide cover beyond the indemnity provided in your Policy.

Should you make a claim under your Policy you must advise us of any other insurance policy which may cover the loss.

Salvage

If your Vehicle is a Total Loss, at our option, we will retain the wreckage of your Vehicle and we will keep the proceeds of any salvage sale.

What our words mean

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SECTION 9 – WHAT OUR WORDS MEAN

In your Policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below.

To assist you, the first letter of each of the following words have been capitalised wherever they appear in your Policy (except for “we”, “you”, “your”, “our” and “us”).

“Accessories” are items or equipment installed to your Vehicle that increase your Vehicle’s value, but does not alter the safety, performance or handling of the Vehicle. Accessories include but are not limited to sound systems, instruments and interior improvements.

“Accident” or **“Accidental”** means a sudden, external, violent, visible, unusual and specific event which occurs fortuitously and is unforeseen or unintended by you and which occurs at an identifiable time and place.

“Agreed Value” means the amount for which we agree to insure your Vehicle as shown in the Schedule.

“Comprehensive” means Cover Section 3 – Gold Comprehensive or Comprehensive cover plus Third Party Property damage cover.

“Excess” means the amount of money, which you must pay if you have a claim. The amount of the Excess is shown on the Schedule and applies to each claim which may arise from one or a series of accidents arising out of one cause unless otherwise stated in this Policy. You may need to pay more than one Excess.

An Excess will not apply if, in our opinion, the driver of the Vehicle involved in the Accident was not at fault or the Vehicle was damaged by another vehicle whilst parked provided:

- you can give us the name, address, license and registration number (if applicable) of each party involved in the Accident; or

What our words mean

- we recover the amount claimed from another party.

An age Excess will not apply if you are claiming for:

- windscreen or window glass only;
- claims resulting from weather events;
- malicious damage; or
- damage to your Vehicle whilst your Vehicle is parked.

“Fire, Theft and Third Party Liability” means Cover. Section 3 – Third Party Property, Fire and Theft cover will apply.

“GST” means Goods and Services Tax.

“Hire Car Costs” means the amount paid by you in relation to hiring a vehicle, but does not include insurance, any insurance excess, deposit, security bond, one way rental fee, airport concession fees, tolls, pick up and return to pick up location, any upgrade costs, limitations, running costs, damage to the hire car, or other costs which you may be liable for under the hire car rental agreement.

“Market Value” means our assessment of the value of your Vehicle or other covered property immediately prior to any loss or damage but excluding registration, compulsory third party insurance and stamp duty.

“Modifications” are alterations made to the manufacturer’s standard body, engine, suspension, wheels or paintwork of your Vehicle which may affect its performance or handling, value, safety or appearance. Modifications include but are not limited to body, exhaust, transmission and suspension.

“Period of Insurance” means the period starting on the start date of the Period of Insurance specified in your Schedule and ending on the earlier of the expiry date of the Period of Insurance specified in the Schedule and the time this Policy is cancelled.

What our words mean

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“Personal Effects” means personal items owned by you which are designed to be worn or carried about but does not include:

- money, cheques, financial transaction cards or negotiable instruments; or
- tools or items used in connection with a business or occupation; or
- portable global positioning systems (GPS).

“Policy” means our agreement with you which is made up of this document, the Schedule and any other documents we tell you will form part of the Policy (e.g endorsements).

“Premium” means the amount you have to pay us for the Policy.

“Schedule” means the most recent Schedule we give you which contains the specific insurance details for you.

“Sum Insured” means the Agreed Value or Market Value as shown in the Schedule, excluding Vehicle registration, compulsory third party insurance and stamp duty. The Sum Insured, or any other amount stated in the Policy includes GST.

“Terrorism” means an act, including but not limited to, the use or threat of, force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or put the public or any section of the public in fear.

“Total Loss” means where we decide to pay you the full Sum Insured for the lost or damaged insured property. This is usually when the cost of repairs to your Vehicle is more than the Sum Insured less any amount we can obtain for the Vehicle’s salvage.

What our words mean

“Vehicle”, means the motor Vehicle(s) and/or trailers described in the Schedule, including the following Accessories, which are covered as part of your Vehicle and are included in your Sum Insured if they are in or on your Vehicle:

- radio, audio and video systems (fitted as standard by manufacturer);
- GPS navigation systems permanently fixed and wired into your Vehicle (fitted as standard by manufacturer);
- tools (supplied as standard by the Vehicle manufacturer or similar replacements);
- decorative wheel trims and tyres;
- window tinting, weather shields, louvres and sunshades;
- side steps, spare wheel cover;
- steering lock, car alarm and immobiliser;
- steering wheel covers, seat covers, dash mats and floor mats;
- child restraints (e.g. baby capsules, car seats, booster seats, lap/sash belts);
- bull bar, tow bar, roof racks, racks for carrying bicycles, canoes and kayaks;
- roof top cargo carriers and internal cargo barrier;
- registration plate covers;
- bonnet and headlight protectors and protective mouldings, mud flaps; and
- other fitted or non-standard extras, Accessories or Modifications which you have listed on your proposal or given us details of in writing and which we have accepted.

What our words mean

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“Vehicle Usage”, means the use of your Vehicle which you have told us and is shown on the Schedule. Vehicle usage may be either:

- a) **“business use”** which means earning an income that you have told us about and we have agreed in writing to cover, and for social, domestic and pleasure purposes; or
- b) **“private use”** means social, domestic and pleasure purposes, and commuting to/from work where you are not using your car during your full-time, part-time or casual working period as an integral means of earning an income.

“we”, “us”, “our” and **“Lumley Insurance”** means the insurer, Wesfarmers General Insurance Limited, ABN 24 000 036 279 AFSL 241461, trading as Lumley Insurance.

“you” and **“your”** means the person or persons named as the Insured in the current Schedule and includes the following persons who live permanently with you:

- your legal spouse, defacto or domestic partner; and/or
- the children and parents of you or your legal spouse, defacto or domestic partner.

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