

LSV

Lumley Special Vehicles 

Product Disclosure Statement and Policy



Wesfarmers General Insurance Limited
ABN 24 000 036 279
AFS Licence Number 241 461

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Welcome to LSV

Specialist vehicle insurance

Lumley Special Vehicles (LSV) welcomes you as a customer. LSV is a trading name of Wesfarmers General Insurance Limited ABN 24 000 036 279 AFS Licence No.241461.

LSV, through its parent company and insurer, has over many years been supporting motoring clubs and enthusiasts in the preservation of valued specialist cars and motorcycles.

Who we are and the services we provide are detailed in this document.

To help you protect your specialist vehicle we have designed this insurance product specifically to reflect the insurance needs of vehicle enthusiasts by providing excellent insurance coverage at an affordable price.

This **Policy** and your **schedule** are important documents and provide proof of the contract between you and us. Please keep them in a safe place.

We recommend that you read this **Policy** and **schedule** carefully and in their entirety to ensure that you fully understand them and that they provide you with the protection that you need and that the interests and amounts insured are those that you have selected.

If it is not completely in accordance with your intentions or you are in doubt as to the meaning or effect of any wording, please contact us or your adviser immediately for clarification.

Section Seven of this **Policy** (Glossary of terms) sets out what we mean by certain defined terms in this insurance. Please take particular note of words with special meaning which are highlighted in **bold** typeface throughout this Product Disclosure Statement and **Policy**.

The **schedule** that accompanies this **Policy** shows those sections of this **Policy** which are in force, the people or organisations covered, the amounts of cover you have, any **excess** applicable and any condition that may change your cover provided under this **Policy**.

Product Disclosure Statement (PDS)

The purpose of this PDS and Policy

This document, which is our Product Disclosure Statement (PDS) and **Policy**, has been prepared to help you:

- decide whether this product will meet your needs;
- compare this product with any other products you may be considering;
- decide whether to use any of the services offered by us with respect to this product; and
- provide you with information about the remuneration that we and certain other persons received in relation to this insurance and how complaints against us are dealt with.

It contains important information about this Specialist Vehicle Insurance and how it works. Before making a decision, please read this document carefully.

Other documents may form part of our PDS. Any such documents will include a statement identifying them as part of this PDS and will be provided at the same time as this PDS.

The insurer

The insurer of this product is Wesfarmers General Insurance Limited, ABN 24 000 036 279, AFS Licence No 241 461, trading as Lumley Special Vehicles. You can contact LSV by:

Telephone (Direct): 133 LSV (133 578)

Telephone (Brokers): 1300 369 769

Facsimile: 1300 88 56 16

In writing: PO Box 542, Kew Vic 3101

Email: enquiries@lsvinsurance.com.au

Code of practice

We have adopted and endorse the General Insurance Code of Practice that sets the standards of practice and service for the insurance industry. It is our aim to provide a quality service to you, our customer.

In the event we do not achieve our aim and cannot resolve the matter with you, we have a dispute resolution process that you can access. Further details can be found in this **Policy**, under the Code of Practice section.

Cooling off rights

Even after you make a decision to purchase this insurance, you still have cooling off rights. You can cancel your insurance by notifying us in writing within 14 days of cover commencing and we will refund the **premium** paid unless something has occurred for which a claim may be payable under the insurance. Even after this cooling off period ends you still have cancellation rights (see Section Five - General Conditions).

Privacy

We are bound by the National Privacy Principles of the Privacy Act 1988 (Cth) when we collect and handle your personal information.

We collect personal information for the purpose of providing insurance, including arranging insurance, **Policy** administration and claims handling. We also collect your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest you. If necessary, we may collect your health and other sensitive information, but we will obtain your consent before doing so, unless the collection is required or permitted by or under law.

We disclose personal information to persons we deal with in providing our services to you, for example, reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, our and your advisers and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing your personal information to us, you consent to us making these disclosures.

Without this information, we may not be able to provide you with the services you require.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

If you would like a copy of 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.

Your duty of disclosure

Before you enter into a **Policy** with us, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The Act imposes a different duty the first time you enter into your **Policy** with us, to that which applies when you renew, vary, extend or replace it.

Your duty of disclosure when you enter into your Policy with us the first time

We will ask you various questions when you first apply for your **Policy** that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms. When you answer those questions, you must:

- give us honest and complete answers;
- tell us everything you know;
- tell us everything that a reasonable person in the circumstances could be expected to know.

Your duty of disclosure when you renew, vary, extend, reinstate or replace your Policy

When you renew, vary, extend, reinstate or replace your **Policy** with us, your duty is to disclose to us before the renewal, variation, extension, reinstatement or replacement, every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

What you do not need to tell us

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 business, ought to know;
- as to which compliance with your duty is waived by us.

To whom does the duty of disclosure apply to

The duty of disclosure applies to you and everyone that is insured under the contract of insurance.

What happens if you or they do not comply with the duty of disclosure

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your **Policy** in respect of a claim or cancel it. If the non-disclosure is fraudulent, we may be able to treat your **Policy** as if it never existed.

Purpose of this cover

This **Policy** provides insurance for specialist cars and motorcycles. **Drivers** must be at least 25 years of age unless otherwise agreed and specified.

Applying for cover

When you apply for this insurance, you will need to complete an application. We will use and rely on the information supplied by you to decide the terms of cover we will provide. We provide cover to you on the terms contained in this document and the **schedule** that we issue to you.

The **schedule** will contain important information relevant to your insurance including the **period of insurance**, your **premium**, details of your insured **vehicle**, the **excesses** that will apply to you and others and whether any standard terms have been varied by way of endorsement.

All of these make up your **Policy** with us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items you insure.

Before expiry we will send you a renewal notice which tells you whether we will renew and on what terms. The renewal notice will tell you what is required.

Making a claim

Section Six tells you what you need to do. Before we pay any claim, we require evidence as to the extent of loss or damage and ownership. Please ensure that where possible, you keep any photographs, other documentation, or damaged property in respect of loss or damage to make the process as easy as possible.

Taxation

Unless we tell you otherwise, any claim settlements, up to the total of all amounts insured, will include **GST**. However, if you are entitled to an input tax credit you must inform us of the extent of that entitlement. 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 entitled to.

All government charges and taxes included as part of your **premium** are shown separately in the **schedule**.

Services provided by LSV and our General Advice Warning

We are an Australian Financial Services Licensee (No. 241461) and are authorised under our licence to deal in and provide general advice on this insurance.

Any advice we or our representatives provide is general 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.

Our employees are paid an annual salary and possibly bonuses on 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.

Cover options

The three levels of cover to choose from are as follows:

OPTION	DESCRIPTION OF COVER
Comprehensive	<ul style="list-style-type: none">• Loss or damage to your vehicle.• Your legal liability to other people.
Third Party, fire and theft (Not available in all areas.)	<ul style="list-style-type: none">• Fire damage or theft of your vehicle.• Your legal liability to other people.
Third Party liability	<ul style="list-style-type: none">• Your legal liability to other people.

Vehicle use

The cover provided can also differ depending on the use of your **vehicle** as specified in the **schedule**. This will either be:

- **private;**
- **business;**
- **recreational;**
- **wedding hire;**
- **chauffeur hire;**
- **restoration/storage;** or
- **stable/collection.**

See definitions in Section Seven (Glossary of terms) for details on what these different uses mean.

Benefits

In view of the range of vehicles that we will insure, the benefits available under this **Policy** vary and have limitations according to the cover type, your **vehicle** type and your **vehicle** use. Please read this **Policy** carefully. Some of the key benefits are:

Applicable to Comprehensive cover only

Following an **accident** or theft:

- Emergency repairs following an **accident**;
- New **vehicle** replacement following **total loss**;
- **Rental car costs** following theft;
- **Accidental** damage to personal effects;
- Emergency accommodation;
- Completion of journey costs;
- Theft of keys and re-coding costs;
- Choice of licensed repairer;
- Agreed or Market Value **sum insured**;
- Theft or damage to a trailer;
- Off-road cover for Four Wheel Drives;
- First option to purchase the salvage following your **vehicle** being declared a **total loss**;
- Reasonable towing costs following **accident** or theft.

Applicable to Comprehensive and Third party, fire and theft cover only

- Choice of licensed repairer;
- Reasonable towing costs following an insured event;
- First option to purchase the salvage following your **vehicle** being declared a **total loss**.

Applicable to all covers, subject to vehicle use

- Using a substitute vehicle;
- Cleaning up costs after an **accident**;
- Maritime law liability during sea transportation.

Optional extras and Policy variations

- Where **Comprehensive** cover is chosen, the following optional extras may be available at extra cost:
- Salvage rights if your **vehicle** is a **total loss**;
- Penalty-free windscreen and side/rear window glass cover;
- Lifetime maximum no claim bonus rating protection;
- **Rental car costs** following **accident**;
- **Driver** restrictions for a reduced **premium**;
- Spare parts cover;
- Cover for your **mobile phone** and/or **GPS unit**;
- Finance loss protection.

What is not covered

This **Policy** does not cover all eventualities. What is not covered can vary according to the type of cover you have selected. What is covered and what is not covered are detailed in this **Policy**. It is important that you read it to ensure that you are fully aware of them. Some of the main exclusions of cover are:

- when your **vehicle** is left unattended and stolen and a required **immobiliser** or **security device** is non-operational;
- if your **vehicle** is **regularly parked** on a **street** overnight in the vicinity of where your **vehicle** is usually kept;
- if a required **immobiliser** or **security device** has not been fitted or properly maintained and your **vehicle** is stolen;
- if your **vehicle** is being used or driven by a person who is not authorised by us to use or drive your **vehicle**;
- if you have limited car club use or similar registration and you do not use your **vehicle** in accordance with the registration permit and/or requirements;
- if your **vehicle** is being driven by someone affected by drugs or alcohol;
- if you have not told us of all **driver** details including driving history of persons to be covered under this **Policy**;
- using your **vehicle** for a purpose other than as shown in your **schedule**;
- if your **vehicle** is driven more often than declared to us.

If you do not adequately insure yourself, you may have to bear the uninsured proportion of any loss or liability yourself. For example, if the insurance does not cover the full replacement cost of an insured item, in the event of a **total loss**, you would have to bear any shortfall.

We only cover your interest in the insured **vehicle** unless we specifically include cover for the interest of a third party.

We may also refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular:

- if you do not comply with the terms and conditions of this insurance;
- if you do not comply with your duty of disclosure or make a misrepresentation; or
- if you make a fraudulent claim.

We also may cancel your **Policy** in certain circumstances permitted by law, for example, if you fail to comply with a condition or breach your duty of disclosure.

Significant risks

It is very important that you disclose full details of the **vehicle** to be insured and any of its **drivers**. If you have not disclosed something, you may have to pay an increased **premium** or **excess** or we may be entitled to refuse to pay a claim. It can also have consequences on your future cover. For the same reasons, it is also important that you comply with the terms and conditions of this **Policy**.

Sum insured – agreed or market value

You can choose to cover your **vehicle** for:

- an agreed amount. We will pay you up to this amount if you suffer a covered loss; or

-
- the **market value** of your **vehicle**. This is our assessment of the value of your **vehicle** immediately prior to any loss or damage.

You need to make sure that you are happy with the extent of cover provided by this **Policy**. If not, you may not get the cover you require.

We only provide cover up to the amounts and limits specified in your **Policy** and subject to its other terms, conditions and exclusions. All amounts insured include **GST**.

Refer to each Cover Section for details on how we settle any valid claim.

Excesses

An **excess** may apply when you make a claim. An **excess** is the part of a claim you must bear and is payable for each occurrence covered by this **Policy**. An occurrence is one or a series of events arising out of one cause. When an **excess** applies we will reduce the amount we pay by the amount of the **excess** or we will ask you to pay it.

The type and amount of **excess** is shown in this document and the **schedule**. The **excess** can depend on a number of factors associated with the risk including the type and value of the **vehicle**, the age and experience of the **driver**, and the particular accessories attached to the **vehicle**. In most cases the standard **excess** will be between \$250 and \$1,000.

You can elect to increase your **excess** and we will reduce the **premium** we charge.

In some cases, we will waive the requirement for you to pay an **excess**. This applies if you have an **accident** which damages or destroys the **vehicle** and we agree that the **accident** was the fault of another party. To qualify for this you will need to give us the vehicle details along with the name and address of the owner and driver, or party responsible.

Cost of this 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:

- the type of your **vehicle**;
- the value of your **vehicle**;
- how frequently your **vehicle** is used;
- the type of cover requested;
- where you live;
- your age;
- your driving history;
- your insurance and claims history;
- any **Policy** variations you chose.

Your **premium** may increase if you select a **period of insurance** that is less than 12 months.

Your **premium** also includes amounts that take into account our actual or estimated obligation to pay compulsory government charges, taxes

or levies (for example, Stamp Duty, **GST** and any Fire Services Levy where applicable) in relation to your **Policy**. We will tell you when you apply what **premium** is payable, when it needs to be paid and how it can be paid.

In calculating your **premium** we may also consider any No Claim Bonus (NCB) Rating you have had with a previous insurer (provided you can supply proof of the NCB Rating that was held).

Your current NCB	After one penalty claim	After two penalty claims
Protected NCB	No change	No change
65% (Rating 1)	55% (Rating 2)	45% (Rating 3)
55% (Rating 2)	45% (Rating 3)	25% (Rating 4)
45% (Rating 3)	25% (Rating 4)	Nil (Rating 5)
25% (Rating 4)	Nil (Rating 5)	Nil (Rating 5)
Nil (Rating 5)	Nil (Rating 5)	Nil (Rating 5)

When you apply for this insurance, you will be advised of the total amount payable. If you choose to effect cover, the amounts due will be clearly set out in your **schedule**.

Other costs associated with your **Policy** are listed in the table below:

Type of cost	Details
Excess	The amount you may have to pay if you make a claim. If you must pay an excess , the amount will be shown on your schedule plus additional excesses as detailed in Section Six.
Contribution/depreciation	You might have to contribute to the cost of repairing items such as tyres, engines, accessories, paintwork, bodywork, batteries or interiors affected by wear and tear or rust and corrosion. How much you pay depends on our assessment of how worn these items were when the damage occurred.
Refund of claims cost and/or payments already made to you.	If you withdraw your claim or we refuse to accept it, you might have to refund to us any of our incurred costs associated with processing your claim and/or any payments we have already made to you, including payments made for rental car costs .

Type of cost	Details
<p>Cancellation fee: If you cancel your Policy within the period of insurance, we may charge a fee. We will not charge a fee if:</p> <ul style="list-style-type: none"> • you are transferring cover to another Policy with us; • you still have another current Policy with us; • you cancel within the cooling off period; • we cancel the cover of any reason, except after a total loss claim. 	<p>Cancellation premium refunds are calculated pro-rata, based on the number of days left in your period of insurance.</p> <p>We will also refund any GST and Government charges owing to you.</p> <p>We may also charge you a cancellation fee. If we do, the fee is deducted from any refund we send to you before applying GST and Government charges.</p> <p>A cancellation fee will not be more than \$20 or 10% of the refund amount, whichever is the greater.</p> <p>If the refund is less than the fee, a refund will not be issued.</p>
<p>Cancellation after total loss.</p>	<p>If your vehicle is a total loss and we pay you the sum insured, you are not entitled to any refund in premium.</p>
<p>Additional premium due to a claim in previous period of insurance.</p>	<p>If you notify us of a claim that happened in an earlier period of insurance but after we have calculated your renewal premium and after your Policy has been renewed, you must pay us any additional premium we require based on your revised claims history and/or No Claim Bonus Rating. The additional premium will not exceed the amount we would have requested had you notified us of your claim earlier.</p>

Confirming transactions

You may contact us in writing or by phone to confirm any transaction under your insurance if you, or your adviser, do not have the required **Policy** confirmation details.

Complaints procedure

If you have a complaint, please write to us and explain what your complaint is and the reasons behind it.

We will then either resolve or attempt to resolve your complaint immediately and refer the matter to our Internal Dispute Resolution Committee (IDRC) if it is unresolved.

If you are not satisfied with the decision of the IDRC, you may be able to access the services of an independent external dispute resolution body called Financial Ombudsman Service (FOS).

If you require further information about our dispute resolution process, please contact us.

Updating our Product Disclosure Statement (PDS)

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 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 contacting us.

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).

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 on the back cover of this document.

Policy Cover

When reading this **Policy**, please take particular note of words with special meaning which are highlighted in **bold** typeface. Section Seven (Glossary of terms) sets out what we mean by certain defined terms in this insurance.

The Agreement

In return for your payment of the **premium** or your agreement to pay it to us within the time we require, we agree to insure you based on the cover that is shown in your **schedule** for a covered event occurring within Australia, during the **period of insurance**, subject to the terms, conditions and exclusions of your **Policy**.

The cover provided varies depending on which option is specified as applicable in your **schedule**:

- **Comprehensive** cover;
- **Third party, fire and theft** cover;
- **Third party liability** cover.

This cover only applies to the authorised **drivers** of your **vehicle**, as specified in the **schedule**, except while your **vehicle** is:

- in the custody of any garage proprietor, member of the motor trade, or motor engineer, for overhaul, upkeep or repair;
- in the control of a parking station or professional car wash employee or in the control of a professional 'get you home' chauffeur service.
- being used in an extreme medical emergency where human life is at risk, in which case the onus of proof will be on you to substantiate the necessity for your **vehicle** to be driven by such a person to our satisfaction;

In addition, the scope of cover regarding the use of your **vehicle** is limited, and depends on which of the following is specified in your **schedule**:

- **private**;
- **business**;
- **recreational**;
- **wedding hire**;
- **chauffeur hire**;
- **restoration/storage**;
- **stable/collection**.

Section One - Own loss or damage (Cover for your vehicle)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Loss or damage to your vehicle We will indemnify you against accidental loss or damage to your vehicle.</p> <p>We will pay, at our option:</p> <ul style="list-style-type: none">• to repair your vehicle;• the reasonable cost of repairing your vehicle; or• the sum insured.	<p>We will not pay for:</p> <ul style="list-style-type: none">• depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure;• damage to the tyres on your vehicle caused by the application of brakes or by road punctures, cuts or bursts;• loss suffered as a result of lawful seizure, repossession or other operations of law;• theft of or from your vehicle after an accident or breakdown if reasonable steps to protect or safeguard your vehicle had not been taken;• loss or damage if your vehicle is being regularly parked on the street overnight.
<p>Total loss of your vehicle If your vehicle is:</p> <ul style="list-style-type: none">• stolen and not recovered; or• damaged so that it cannot be economically repaired; <p>we will pay, at our option:</p> <ul style="list-style-type: none">• the sum insured; or• to replace your vehicle.	

Conditions that apply to Section One:

We will only cover you if you comply with the General Conditions (Section Five) as far as they apply to you and you are not excluded from cover by virtue of the General Exclusions (Section Four). Other terms, conditions and exclusions may specifically apply to your **Policy** and we will tell you if they do.

Section One - Additional benefits

If we agree to pay a claim under Section One, and you have chosen **Comprehensive** cover, the following additional benefits apply:

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Emergency repairs</p> <p>If your vehicle is damaged we will allow you to authorise, and then we will reimburse you, for the cost of temporary and/or minor yet essential repairs which are necessary to enable you to drive your vehicle after an accident.</p>	<p>We will not pay more than \$750 under this benefit.</p>
<p>New vehicle replacement following total loss</p> <p>If you purchased your vehicle new and it becomes a total loss we will replace your vehicle with another new vehicle of the same type, make, model, series and specifications including similar accessories.</p> <p>If we replace your vehicle, this Policy will continue to cover your new replacement vehicle until the end of the period of insurance.</p> <p>We will not require you to pay any additional premium for this cover.</p> <p>We will also pay for the on-road costs, including 12 months registration and compulsory third party insurance, of the new vehicle provided you pay us any refund amount obtained by cancelling the registration and compulsory third party insurance of your total loss vehicle.</p>	<p>We will not replace your vehicle under this benefit if:</p> <ul style="list-style-type: none"> • at the time of loss, the starting date of the original registration for your vehicle was more than 12 months ago; • you did not purchase your vehicle brand new; • you did not insure your vehicle with us from the date of its original purchase; • anyone who has provided finance for your vehicle does not agree; • a replacement vehicle is not locally available.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Rental car following theft</p> <p>If your vehicle is insured for private or business use and is stolen and you need to rent a replacement then, we will pay for rental car costs up to until the earlier of following times:</p> <ul style="list-style-type: none"> • when your vehicle is recovered in a roadworthy condition and you have been told of its location; • when your vehicle is recovered damaged and the damage is repaired; • when we settle your claim by paying you the sum insured; • a maximum of 14 days. 	<p>We will not pay:</p> <ul style="list-style-type: none"> • if your vehicle use is recreation, wedding hire, chauffeur hire, restoration/storage or stable/collection; • more than \$1,400 under this benefit.
<p>Personal effects</p> <p>We will pay for accidental damage to personal effects.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • for theft of personal effects; • for personal effects not belonging to you or a member of your family; • unless such damage is caused by event that results in a claim for damage to your vehicle; • for money or negotiable instruments; • more than \$500 under this benefit.
<p>Trailer cover</p> <p>If a trailer is stolen or accidentally damaged whilst attached to your vehicle, we will pay the cost of repairs or the market value of the trailer, whichever is the lesser.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • if the trailer is not owned by you; • more than \$1,000 under this benefit.
<p>Emergency accommodation and completion of journey costs</p> <p>If your vehicle is damaged or stolen we will pay incurred accommodation and travel expenses.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • if you are less than 200 kilometres from where your vehicle is regularly kept; • more than \$1,000 for any one event.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Theft of keys and re-coding</p> <p>If the keys to your vehicle are stolen we will pay for the repair, replacement or re-coding of your vehicle keys, locks and barrels.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • unless the theft of your keys has been reported to the Police; • if the keys were stolen or taken by a member of your family, a person who resides with you, an invitee, or a person otherwise known to you; • more than \$1,500 under this benefit.
<p>Replacement of vehicle</p> <p>If you sell your vehicle and replace it with another, we will cover the replacement vehicle on our standard terms from the date of purchase, provided you notify us within 14 days of the change. We will continue to insure your replacement vehicle if:</p> <ul style="list-style-type: none"> • you give us full details about the replacement vehicle; • we agree to insure it; • you agree to any revised conditions, including any change of excess; and • you pay us any extra premium that we may require. 	<p>The sum insured of the replacement vehicle will not exceed:</p> <ul style="list-style-type: none"> • its market value; • the current sum insured on your schedule; • the purchase price of the replacement vehicle; or • \$250,000, <p>whichever is the lesser.</p>

If we agree to pay a claim under Section One, and you have chosen **Comprehensive** or **Third party fire and theft** cover, the following additional benefits apply:

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Choice of repairer</p> <p>If we elect to repair your vehicle, you may choose your own licensed repairer. We reserve the right to determine the method of repair and it will be our duty to ensure that the repairs are carried out in a satisfactory manner and that your vehicle is repaired with parts that are new or consistent with the age and condition of your vehicle.</p> <p>If any of these parts are not readily available in Australia, we will pay shipping rates for their freight costs to Australia.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • repairs not authorised by us; • airfreight for parts not available in Australia. <p>If the repairs to your vehicle put it in a better condition than it was prior to the loss, we may also require you to contribute to the cost of the repairs.</p>
<p>Lifetime guarantee on repairs</p> <p>We will guarantee the workmanship and materials on all repairs authorised by us for the life of the vehicle.</p>	<p>We will not guarantee:</p> <ul style="list-style-type: none"> • repairs not authorised by us; • repairs once you sell, give away, dispose of, or are no longer are the registered owner of, your vehicle.
<p>Towing and storage</p> <p>We will pay the reasonable cost of protection and removal of your vehicle, following an insured event, to the nearest repairer, place of safety or to any other place approved by us.</p>	<p>Should the cost of returning your vehicle plus the necessary repairs exceed sum insured, we reserve the right to treat your vehicle as a total loss.</p>
<p>Salvage purchase</p> <p>If we pay you because your vehicle becomes a total loss, and you are not entitled to salvage rights, you may choose to purchase the salvage of your vehicle at a fair and reasonable price set by us.</p>	

Conditions that apply to all benefits under Section One:

We will only cover you if you comply with the General Conditions (Section Five) as far as they apply to you and you are not excluded from cover by virtue of the General Exclusions (Section Four). Other terms, conditions and exclusions may specifically apply to your **Policy** and we will tell you if they do.

Section Two - Third party liability

(Cover for your legal responsibility to others)

Under this section, we will pay a maximum amount of \$30,000,000 (thirty million dollars) arising out of any one incident or series of incidents arising out of the one event.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for amounts you are legally liable to pay as compensation for loss or damage to someone else's property as a result of an accident caused by or arising out of the use of:</p> <ul style="list-style-type: none">• your vehicle;• one caravan or one trailer (only) towed by your vehicle;• a sidecar attached to your vehicle, but only if your vehicle is a motorcycle. <p>In relation to the use of your vehicle, we will also cover:</p> <ul style="list-style-type: none">• any person driving, using or in charge of your vehicle with your consent;• your employer, principal or partner but only if their liability arises out of the use by you of your vehicle;• the Commonwealth and State Governments but only if their liability arises out of the use by you of your vehicle on Government business.	<p>We will not pay for:</p> <ul style="list-style-type: none">• damage to property belonging to, or in the physical or legal control of:<ul style="list-style-type: none">- you or any person using your vehicle and/or any attached trailer, caravan or sidecar;- a passenger travelling in, or who is getting into or out of your vehicle;- your employer, principal or partner;- a person entitled to cover under this section;• legal liability claims:<ul style="list-style-type: none">- by you or your relative, spouse or de facto, or any person ordinarily residing with you or a person entitled to cover under this section;- where there is insurance required by law that provides cover for the liability;- relating to a person whom we have not permitted to use or drive your vehicle;• claims where, in the 5 years before the occurrence of any accident, the driver has:<ul style="list-style-type: none">- been refused motor vehicle \ insurance or has it withdrawn, cancelled or its renewal declined or refused; or- had their driver or motorcycle rider licence cancelled, suspended, downgraded, lapsed or any special conditions imposed; unless we were made aware of these circumstances and agreed to insure such driver;• claims arising from any agreement or contract you, or a covered person entered into, unless you or they would have been liable despite the agreement or contract;• penalties, fines or awards of aggravated, exemplary or punitive damages made.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Legal costs Provided we agree in writing, we will also pay all legal costs and expenses incurred in defending any court proceedings arising from an event for which cover is provided.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • legal costs relating to any criminal or traffic proceedings; • legal costs incurred without our written consent.
<p>Substitute vehicle If your vehicle is not being used by you because it is undergoing service or repair, we will extend cover under this section to include you driving (with the owner's consent) a substitute vehicle not belonging to you.</p>	<p>We will not pay if the substitute vehicle is:</p> <ul style="list-style-type: none"> • subject to a self-drive hire or rental agreement; • unregistered or not designed and used for private use; • otherwise insured.
<p>Cleaning up costs We will cover you for costs, charges and expenses necessarily and reasonably incurred to clean up and remove any debris as a result of an accident involving your vehicle.</p>	
<p>Maritime law liability We will pay your liability for general average and salvage charges, where such Maritime Law applies whilst your vehicle is being transported by sea between places within Australia even in the event of there being no loss or damage to your vehicle.</p>	

Conditions that apply to Section Two:

We will only cover you if you comply with the General Conditions (Section Five) as far as they apply to you and you are not excluded from cover by virtue of the General Exclusions (Section Four). Other terms, conditions and exclusions may specifically apply to your **Policy** and we will tell you if they do.

Section Three - Policy variations (Personalise your Policy)

Some of these variations will give you additional cover, and some will restrict your cover. Your **schedule** will show if any apply.

The following variations are for **Comprehensive** cover only:

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Salvage rights If your vehicle is 25 years old or more and we declare it a total loss you may keep the salvage of your vehicle at no cost to you.</p>	<p>We will not give you salvage rights if:</p> <ul style="list-style-type: none"> • your vehicle is stolen and we pay you for a total loss; • the sum insured of your vehicle exceeds \$150,000.
<p>Windscreen and window glass cover If the front windscreen or side or rear window glass in your vehicle is accidentally broken, and is the only damage sustained to your vehicle, we will pay to have it replaced and will not apply an excess or penalise your No Claim Bonus Rating.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • unless the fracture extends through the entire thickness of the glass or, if the glass is laminated, the fracture extends through all layers of the lamination; • for more than one windscreen or window broken in any one period of insurance; • more than \$750 under this benefit.
<p>Lifetime No Claim Bonus Rating protection We will not reduce your No Claim Bonus Rating if you make a claim, even when you are at fault.</p>	<p>Your claims history is still a factor in deciding whether or not we offer you renewal and on what terms.</p>
<p>Rental car following an accident If your vehicle is insured for private or business use and is damaged in an accident and you need to rent a replacement then, we will pay for rental car costs. If your vehicle is repairable, this benefit will start from:</p> <ul style="list-style-type: none"> • when repairs to your vehicle are authorised by us; or • when your vehicle is made available for repairs to begin; or • your chosen repairer is able to commence fixing your vehicle; <p>whichever is the latest date.</p> <p>If your vehicle is not repairable, this benefit will start from the date we declare your vehicle to be a total loss.</p>	<p>This benefit will finish:</p> <ul style="list-style-type: none"> • after a maximum of 14 days rental; • when the repairs to your vehicle are completed; • when we pay you the sum insured; or • when we otherwise settle your claim; <p>whichever is the earliest date.</p> <p>We will not pay:</p> <ul style="list-style-type: none"> • if your vehicle use is recreation, wedding hire, chauffeur hire, restoration/storage or stable/ collection; • more than \$1,400 under this benefit.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Spare parts We will cover you for loss or damage arising from fire or theft of spare parts purchased for fitting to your vehicle whilst such parts are located at your premises, or elsewhere where your vehicle specified in the schedule is located, whilst undergoing restoration or repair work.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • for theft unless consequent upon violent and forcible entry to the storage premises; • more than \$2,000 during any one period of insurance.
<p>Mobile phone and/or GPS unit If a mobile phone or GPS unit owned by you and listed on your schedule suffers lost or damaged as a result of:</p> <ul style="list-style-type: none"> • an accident involving your vehicle; • fire (whether resulting from explosion or otherwise); • storm and/or tempest; or • theft; <p>then we will pay, at our option:</p> <ul style="list-style-type: none"> • the reasonable repairs costs; • to replace the mobile phone or GPS unit; • the market value of the mobile phone or GPS unit. <p>We will also extend this cover to include a mobile phone or GPS unit owned by the chauffeur provided it is being used in the course of your employment.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • damaged caused by the mobile phone or GPS unit's own spontaneous fermentation or heating or its undergoing any process involving the application of heat; • damaged caused by storm or tempest where the mobile phone or GPS unit is left in open air; • loss caused by theft without violent and/or forcible entry, or where the mobile phone or GPS unit is in the open air; • theft or any attempted theft committed by your family or any person or persons whilst lawfully in custody of the mobile phone or GPS unit; • wear, tear, depreciation, any gradually operating cause, any process of cleaning, repairing or restoring or the action of light or atmospheric conditions, moth or vermin; • confiscation, detention or seizure by customs or other officials or authorities; • mechanical, electronic or electrical breakdown or failure; • expropriation, i.e. lawful seizure, resumption, confiscation, nationalisation or requisition; • damage resulting from action of wind or waves whilst being conveyed on water, earthquake and/or subterranean fire, lightning or volcanic eruption. • more than \$1,000 during any one period of insurance.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Finance loss protection</p> <p>If the amount owed under a valid installment, sale or leasing agreement, exceeds the sum insured at the time of a total loss, we will pay 75% of the difference between the sum insured and the amount owed by you to the financier.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> any payments or interest in arrears on the date your vehicle became a total loss; any monthly, interim or periodic payment which, on the date of a total loss, had not been made solely because such payment had not yet become due under the installment, sale or leasing agreement.

The variations below can apply to all covers:

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Increased standard excess</p> <p>You may choose to lower your premium and take a higher standard excess. Your schedule will show the higher standard excess agreed upon.</p>	<p>Age, inexperience and any other additional or special excesses still apply.</p>
<p>Named drivers only restriction</p> <p>When this variation applies, only the persons named in your schedule are allowed to drive or be in control of your vehicle.</p>	<p>We will not pay if, at the time of loss, an unnamed person is the driver or is in control of your vehicle, unless that person is an excepted driver.</p>
<p>Driver age restriction</p> <p>Your Policy as standard excludes any driver under the age of 25. However your Policy may be varied to exclude drivers under the age of 30 or 40. If this restriction applies, your schedule will show what age restriction applies.</p>	<p>We will not pay if, at the time of loss, the person who is the driver or is in control of your vehicle is under the age of 30 or 40, whichever is applicable and as specified in your schedule, unless that person is an excepted driver.</p>

Conditions that apply to Section Three:

We will only cover you if you comply with the General Conditions (Section Five) as far as they apply to you and you are not excluded from cover by virtue of the General Exclusions (Section Four). Other terms, conditions and exclusions may specifically apply to your **Policy** and we will tell you if they do.

Section Four - General exclusions (When we will not pay a claim)

These important exclusions apply to all Sections of your **Policy**.

We will not pay for any loss, damage or liability arising directly or indirectly from or in any way connected with:

Unlicensed driver

your **vehicle** 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.

Driver under the influence

your **vehicle** being driven by any person:

- whose faculties are impaired by any drug, alcohol or intoxicating liquor;
- who is convicted of or charged with driving, at the time of the **accident**, under the influence of any drug, alcohol or intoxicating liquor;
- with a percentage of alcohol in his or her breath or blood in excess of the percentage permitted by law in the relevant State or Territory, as indicated by analysis of the person's breath or blood taken within 2 hours of the occurrence of the **accident**;
- 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 pay if you can prove you did not know or could not reasonably have known that the **driver** of your **vehicle** was so affected or refused to undergo an appropriate test.

Overloaded vehicle or unsecured load

your **vehicle** 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, which is over the legal limits or not secured according to law. We will pay if you prove the loss, damage or liability was not caused or contributed to by such greater number of passengers or load, or by the load being unsecured.

Unlawful use

the use by you, or by some other person with your permission or implied consent, of your **vehicle** for an unlawful purpose.

Unsafe vehicle

your **vehicle** being used in an unsafe or unroadworthy condition and such condition caused or contributed to the loss. This does not apply where you could not have reasonably detected the unsafe or unroadworthy condition.

Motor trade

your **vehicle** being used in connection with the motor trade for experiments, tests or trials.

Consignment

your **vehicle** being on consignment or in the possession of a person as part of the person's stock in trade.

Hire, fare or reward

your **vehicle** being used to carry goods or passengers for hire, fare or reward other than:

- under a private pooling arrangement; or
- when the cover has been extended to include **wedding hire** or **chauffeur hire**.

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

War, riot, nuclear and asbestos

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, rebellion, riot, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material;
- asbestos.

Motor sport and driver training

your **vehicle** being used by you, or someone with your permission:

- for or being tested in preparation for any motor sport, racing or pacemaking, or a reliability, speed, time or hill climbing trail, test or contest or any other motor sport;
- when being driven on a race track or speedway track or course;
- when being driven on, or participating in, any section of a rally or similar event, or on any driver training or driver instruction day on a racetrack or speedway track or course, unless you have notified us of your intention to use your **vehicle** for this purpose, we have agreed to provide cover and you agree to pay us any additional **premium** we require.

Deliberate, malicious or criminal act, or use

a deliberate, intentional, malicious or criminal act (including theft, conversion, abscondence or any other misappropriation) caused by or resulting from you, a person covered by this **Policy** or any person who is acting with your permission or implied consent.

Loss of use

your inability to use your **vehicle**, except for specific **rental car costs** when such cover is provided by your **Policy**.

Rails

your **vehicle** being on rails other than as cargo.

Outside period of insurance

any loss, damage or liability arising out of an **accident** or theft that did not occur during the **period of insurance** as stated in your **schedule**.

Failure to disclose input tax credit

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**.

Terrorism

any act of **terrorism** or any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of **terrorism** regardless of any other contributing cause or event.

Limits on use

your **vehicle** being used:

- otherwise than in accordance with the use as stated in the **schedule**;
- other than in accordance with the requirements for which your **vehicle** is registered or a permit to drive is granted;
- outside Australia, except during transportation by air or sea between places within Australia.

Street parking

your **vehicle** being **regularly parked** on the **street** overnight.

Drivers not named or excluded by age

your **vehicle** being driven by or in the custody of any person:

- under the age of 25;
- older than 25, but under the age specified in your **schedule**, if your **Policy** restricts the age of drivers;
- who is not a named **driver**, if your **schedule** states that your **Policy** is restricted to named **drivers** only;

unless that person is an **excepted driver**.

Unregistered vehicle

your **vehicle** being used on a public road without being registered for use on such road, unless you were permitted to drive your **vehicle** unregistered by the relevant transport authority.

Undisclosed and illegal modifications

your **vehicle** if it has any:

- **modification** which you have not told us about; and we would not have agreed to cover your **vehicle** if the **modification** had been disclosed to us;
- **modification** which is not permitted by law in the State or Territory in which your **vehicle** is registered;
- **modification** which would prevent your **vehicle** from being legally registered in the State or Territory in which you reside, unless your **vehicle** is unregistered, you have provided full details of the **modification** to us, and we have agreed to cover your **vehicle**.

Anti-theft systems

the theft or attempted theft of your **vehicle** when any **immobiliser**, or other anti-theft system or **security device** fitted to your **vehicle**:

- is not maintained in efficient working order; or that
- is not made active whenever your **vehicle** is left unattended; unless:
 - your **vehicle** is in the care, custody or control of a service station, garage, hotel, restaurant or other commercial undertaking to whom it has been entrusted for the purposes of overhaul, upkeep, repair, parking or washing;
 - an injury the **driver** suffers in an **accident** in your **vehicle** prevents you from complying with activating your **immobiliser** or **security device** immediately thereafter.
- becomes inoperable for any reason or fails to operate in accordance with the manufacturers specifications. However, we will pay if immediate arrangements are made to rectify or repair such **immobiliser**, system or **security device**.

Section Five - General conditions

(When we may refuse to pay a claim)

If you do not comply with these conditions, we may refuse to pay your claim in full or in part.

Duty of disclosure and misrepresentation

If you:

- failed to comply with the duty of disclosure before your **Policy** was entered into, by not telling us every matter which you knew or which a reasonable person could be expected to have known to be a matter relevant to our decision whether to insure you and on what terms to insure you; or
- misrepresented any fact to us before your **Policy** was entered into, and if we would not have entered into your **Policy** for the same **premium** and on the same terms and conditions expressed in your **Policy** but for the failure to disclose or the misrepresentations;

then our liability in respect of any claim may be reduced to an amount which would place us in the position in which we would have been but for your failure to disclose or your misrepresentation. However, if the non-disclosure or misrepresentation was fraudulent, we may avoid your **Policy** altogether.

Renewal

At expiry of the **Policy**, we may offer to enter into a new contract for a new **period of insurance**. Any renewal notice will indicate the **premium** payable for the new contract and any proposed alteration to the contract. Before the **Policy** is renewed it is your duty, by law, to disclose to us any matter which has altered the risk we insure. We may require an additional **premium** if you make a claim in the short period between the time we calculated the renewal **premium** and the expiry of your **Policy**.

Reasonable protection and maintenance

You must take all reasonable steps to protect your **vehicle** from loss and damage and comply with all legal requirements regarding the safety, maintenance and operation of your **vehicle**.

Towing

If you are towing your **vehicle** for any reason, and you are not employing a specialist towing company, you must:

- take all reasonable precautions when transporting your **vehicle** by securing it in a manner that meets the Australian Standard 4142.2:1993 (for fibre ropes), Australian Standard 4380:2001 (for cargo restraint systems – transport webbing) and Australian Standard 4344 2001 (cargo restraint systems – transport chains);
- ensure that the towing motor vehicle meets the requirements of the State or Territory registration towing limits for the trailer whilst having your **vehicle** securely attached to it.

Street parking

You are not insured if your **vehicle** is **regularly parked** on the **street** overnight. If you have disclosed to us that you usually park your **vehicle** off-street and those circumstances change, you must notify us immediately.

Dangerous goods

If any hazardous goods or substances are carried in your **vehicle** you must comply with all relevant laws, by-laws and/or statutory regulations. Should non-compliance with this condition prejudice our interests, the amount of any benefit under the **Policy** will be reduced by the amount that represents the extent to which our interests have been prejudiced by that non-compliance.

Special registration

If we have accepted your **vehicle** on the basis of it being granted club, historic or other designated special limited use registration status by a relevant statutory body, we will show this status in your **schedule**. You must only drive your **vehicle** in accordance with the special registration or permit requirements or we will not pay a claim. We reserve the right to request confirmation of such registration at renewal of your **Policy**.

Notice of changed circumstances

You must give us notice as soon as possible:

- of any change in or addition to the person or persons who will regularly drive your **vehicle**;
- where any driver or motorcycle rider licence is restricted, suspended, cancelled or special terms or conditions imposed;
- of particulars of any driving offences for which you or any person who regularly drives your **vehicle** is fined, charged or convicted;
- of particulars of any motor **accidents** involving you or any person who regularly drives your **vehicle**;
- of particulars of any criminal offences for which you or any person who regularly drives your **vehicle** is charged or convicted of;
- of particulars of any conversion, alternation or **modification** of your **vehicle** from its maker's specifications. You must pay us any additional **premium** if required;
- any change in garaging or how your **vehicle** is **regularly parked** overnight;
- if any **immobiliser** or **security device** ceases to be in good working order.

Changing your Policy

If you want to make a change to your **Policy**, the change becomes effective from:

- when we tell you we have agreed to it;
- when we give you a new **schedule** detailing the change; or
- the date detailed on the new **schedule** we give to you.

Notices

We will give you any notice in writing. It will take effect at whatever is the earlier of the time of:

- delivery to you personally;
- postage to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

Cancellation by you

You may cancel your **Policy** at any time by telling us in writing you want to cancel it. Where more than one person is insured under your **Policy**, we will only cancel the **Policy** when a written agreement to cancel the **Policy** is received from all insured persons. Cancellation by you will be effective when we receive your request and all cover will then cease.

Cancellation by us

We may cancel your **Policy** by giving you written notice and in accordance with the law, including where you have:

- made a misrepresentation to us before the **Policy** was entered into;
- failed to comply with your duty of disclosure;
- failed to comply with a provision of your **Policy** including failure to pay the **premium**;
- made a fraudulent claim under your **Policy** or any other **Policy** during the time your **Policy** has been in effect;
- failed to notify us of a specific act or omission as required by your **Policy**;
- failed to tell us about any changes in the circumstances of the risk during the **period of insurance**.

If we cancel your **Policy**, we will advise you in writing and all cover will cease at the earlier of the following times:

- when another contract of insurance is taken out by you to replace your **Policy**;
- at 4.00pm Local Standard Time of the third business day after the day on which notice was given to you or such later time as we may specify in the notice.

Return premium after cancellation

After cancellation and subject to your cooling off period rights (see PDS Section), we will keep the **premium** for the period that your **Policy** was in force. Your cover under the **Policy** then ceases. We will refund unexpired portion of your **premium**, after deducting a cancellation fee of 10%, with the minimum charge being \$20.

However, if we pay your claim for a **total loss**, then your cover under your **Policy** ends and we are entitled to keep any **premium**.

Monthly premium installments

- if you do not pay any **premium** installment by the date agreed, we will:
 - in the event of a claim, not pay for any loss, damage or liability incurred if such installment is more than 14 days overdue. If such installment is less than 14 days overdue, we are entitled to deduct the overdue amount from any claim settlement;
 - automatically cancel your **Policy** if any **premium** installment is more than 30 days in arrears.
- where we settle any claim on a **total loss** basis, we are entitled to deduct all remaining **premium** installments which are unpaid, from such settlement.

Transfer of interest in Policy

No interest in your **Policy** can be transferred without our written permission.

Obligations of third parties covered

Any other person entitled to cover under your **Policy** is bound by the terms of your **Policy**.

Law and jurisdiction

This insurance is subject to the laws of the State or Territory in Australia where your **Policy** was issued and the Australian Courts have sole authority.

Section Six - Claims (What you must do)

You have the following responsibilities if you have an **accident** or make a claim under **Policy**.

Do not admit liability

You must not pay or promise to pay or offer payment or admit responsibility for a claim.

Prevent further damage

You must take all reasonable steps to stop any further loss from occurring.

Contact tracking security

If your **vehicle** is fitted with a remote tracking **security device** and is stolen, you must immediately contact the relevant **vehicle** tracking bureau.

Contact Police

You must notify the Police as soon as possible in respect of theft of, or malicious damage to, your **vehicle**.

If your **vehicle** is involved in an **accident**, you must also notify the Police:

- if damage to property, other than the **vehicles** involved, exceeds \$500;
- if any **vehicle** involved requires towing;
- if any person was injured.

Tell us as soon as possible

You must advise our office by telephone or in writing as soon as practicable after you suffer a loss, and arrange to complete our claim form which we will send to you, you can download from our website, or may also be obtainable from your repairer.

If you do not make a claim within a reasonable time after the loss, we may reduce what we pay to you to allow for any disadvantage we may have suffered because of the delay.

Broken window glass

When claiming for broken window glass, please call us before authorising repairs. If this is not possible, our preferred repairer is Windscreens O'Brien – Telephone 13 16 16.

- Arrange for a new window or repairs to be done;
- Pay the account and keep the receipt;
- Obtain a claim form from us or send us a letter with the repair account;
- If an **excess** is applicable we will deduct it from the amount we pay you.

Obtain a quote from choice of repairer

You have choice of licensed repairer, and must obtain a written quotation from them. Your completed claim form should be left with your repairer. They should then contact us to arrange for an inspection by our assessor.

Authorising repairs

You must not repair or replace any damaged property without our consent.

Before repairs are started you must obtain our written agreement. If you have **Comprehensive** cover, you may authorise temporary and/or essential repairs up to a maximum of \$750.

Make vehicle available for inspection

You must make your **vehicle** available for our inspection at your choice of repairer. We reserve the right to invite, accept, adjust or decline estimates or to arrange, at our expense, for the removal of your **vehicle** to other repairers for quotation purposes.

Demands from other parties

If you receive notice holding you responsible for damage to others' property, you should send us full details in writing along with any communication from the other parties, their insurer, solicitor or any court document received.

Keep salvaged items

You must keep the property that has been damaged so we can inspect it.

Other insurance

You must notify us of any other insurance that also provides cover, whether in whole or in part.

Entitlement to input tax credits

You must tell us of any entitlement to input tax credits if you are, or should be, registered for **GST** purposes.

Finance difference

If your **vehicle** is a **total loss** and you have an installment, sale or leasing agreement with a financier, and the amount owing under that agreement will not be discharged by the claim payment, you must pay the difference owing to the financier prior to us settling your claim.

Co-operate and assist us

You must co-operate and assist us and provide us with all the information that we require including, but not limited to, valuations, receipts, proof of ownership, driving history print-outs and statutory declarations if requested.

Section Six - Claims (What we will do)

We have the following responsibilities if you have an **accident** or make a claim under **Policy**.

Excess

We will reduce the amount we pay you following a covered loss by the **excess**.

However, if you have an **accident** which damages or destroys your **vehicle** and you can satisfy us that the **accident** was the fault of another party and you can give us the name and address of the owner and driver or party responsible then you will not have to pay the **excess**.

There are five types of **excesses** that may apply in the event of a claim. These **excesses** are in addition to any other **excess** shown in your **schedule** that may be imposed on you.

They are as follows:

Standard excess

The standard **excess** applies to all claims made under this **Policy** and is shown in your **schedule**. The standard **excess** of each item shall apply cumulatively to each item insured under this **Policy**, if damaged in the same **accident**.

Driver age excess

Applies when a driver, at the time of an **accident**, is under the age of 25 and we have agreed to pay the claim. This **excess** is additional to the standard **excess**. Unless higher amounts are shown in your **schedule** the following age **excesses** will apply:

- was under 22 years of age - \$1,000
- was aged 22 to 24 years of age - \$750

Driver inexperience excess

Applies when a **driver**, at the time of an **accident**, has held an Australian driver or motorcycle rider licence (whichever is applicable and excluding a Learner Permit) for less than 3 years. This **excess** is additional to the standard **excess**. Unless a higher amount is shown in your **schedule**, this **excess** is \$500.

Special imposed excess

Applies because of certain specified risk features of this insurance. This **excess** is additional to the standard **excess** for the risk features **specified** under this heading in your **schedule**.

Theft and attempted theft excess

Applies if your **schedule** states you were required to fit to your **vehicle**, an **immobiliser** that complies with Australian Standards 4601:1999 or another **security device** and, at the time of theft or attempted theft, one was not fitted or was not in working order. This **excess** is additional to the standard **excess**. Unless a higher amount is shown in your **schedule**, this **excess** is \$1,000.

No Claim Bonus (NCB) Rating

Your NCB Rating is not affected if:

- you have a lifetime maximum NCB Rating;
- if the **driver** of your **vehicle** at the time of the **accident** did not, in our opinion, contribute to the cause of the **accident**, however, you must give us the name and address of the owner and driver or party responsible.

Deciding who is at fault

We will be solely responsible for deciding whether or not you contributed to the cause of an **accident**.

Vehicle salvage

If your **vehicle** becomes a **total loss** and is insured for **Comprehensive** cover, the wreck of your **vehicle** will, at our option, become our property and we will keep the proceeds of any salvage sale. This does not apply if you are entitled to salvage rights, and your **vehicle** was not stolen.

Unavailable spare parts

If any part is not available in Australia 90 days after the date of your damaged **vehicle** being assessed by us, we may immediately settle your claim. We will pay for the cost to otherwise repair your **vehicle**, plus the **reasonable parts cost** for the unavailable parts.

Other insurance

You must notify us in writing if you have already effected, or if in the future you effect, any insurance or insurances which covers any matter covered by your **Policy**, in whole or in part.

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only in excess of the other insurance, limited to the indemnity being provided under your **Policy**, unless that other insurance was specifically written to be excess over the indemnity provided in your **Policy**.

Our rights of recovery

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. If we recover more than the amount we have paid to you or on your behalf, we will pay you the balance.

Section Seven - Glossary of terms

Some words and phrases have a special or specific meaning when they appear. Please refer to the glossary of terms below so you can understand what we mean when we write these words.

Common words

we, us, our

means the insurer, Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Special Vehicles.

you, your

means the insured named in the **schedule**, but may also include the financier of the insured **vehicle**.

Vehicle use definitions

Your **Policy** may restrict how often you may use your **vehicle**. Please refer to your **schedule**, note what use you have selected and ensure you conform within the following definitions. These **vehicle** use definitions appear in **bold** throughout this **Policy**.

private

means your **vehicle** is insured whilst used privately for social, domestic and pleasure purposes, including:

- driving to and from work;
- in connection with repairing, servicing and testing;
- for tuition purposes provided no payment is received;
- whilst being demonstrated for sale purposes;
- in connection with a private pooling arrangement.

business

means your **vehicle** is insured whilst used:

- within the **private** use definition (above);
- by any person in connection with your business or occupation, other than the carriage of goods or person for payment or for hire.

wedding hire

means your **vehicle** is insured whilst used:

- within the **private** use definition (above);
- by any person in connection with your business or occupation, other than the carriage of goods for payment or general hire;
- by any person in connection with your business or occupation for hire or reward, provided it is only in connection with weddings and/or school formals.

chauffeur hire

means your **vehicle** is insured whilst used in connection with your business as a hire car operator, including

- driving to and from work;
- in connection with repairing, servicing and testing;
- whilst being demonstrated for sale purposes.

You are not insured if your **vehicle** is being used privately for social, domestic or pleasure purposes.

recreational

means your **vehicle** is insured whilst used within the **private** use definition provided you do not drive your **vehicle**:

- more than an average of three days per week;
- to work on a regular basis;
- more than 8,000 kilometres per year.

restoration/storage

means when you **vehicle**, including when it is unregistered, is being restored or is in storage. Your **vehicle** is insured whilst used within the **recreational** use definition, except for travel to and from work unless your place of business is involved in the restoration of your **vehicle**.

stable/collection

means a fleet of **vehicles** insured with us, insured whilst used within the **private** use definition, but restricted to only a certain number of **vehicles** driven at any one time as stated in your **schedule**.

Words and phrases with special meanings

Throughout this document, we have highlighted the following words in **bold** when their special meaning applies. This will help you to easily identify them.

accident, accidental, accidentally

means loss or damage, other than theft, which was not expected or planned by you and includes a series of incidents arising out of the one event.

comprehensive

means all Sections of the **Policy** will operate.

driver, drivers

means the operator/s of your **vehicle** and includes the rider/s of a motorcycle.

excepted driver

refers to a person who is named as a **driver** in your **schedule** or the driver at a time when your **vehicle** is:

- in the custody of any garage proprietor, member of the motor trade, or motor engineer, for overhaul, upkeep or repair;
- is in the control of a parking station, a professional car wash employee or in the control of a professional 'get you home' chauffeur service;
- being used in an extreme medical emergency where human life is at risk, in which case the onus of proof will be on you to substantiate the necessity for your **vehicle** to be used by such a person to our satisfaction.

excess, excesses

is the amount specified in the **schedule** and elsewhere in your **Policy** which you must contribute towards any claim payment under your **Policy**. It is payable for each occurrence covered by your **Policy**. An occurrence is one or a series of occurrences arising out of one cause.

GPS unit

means a mobile or after-market fixed car navigation unit and its accessories, which uses Global Positioning Satellites.

GST

is Goods and Services Tax

immobiliser

means an electronic engine immobiliser that is self-activating, self-arming or passive-arming. It must be black wired and, if remote operated, the remote must be code-hopping. It must also comply with Australia & New Zealand Standard AS/NZS 4601:1999, have a minimum of two points of immobilisation (more than two if specified by us on your **schedule**) and automatically activate shortly after the engine is switched off.

market value

is our assessment of your **vehicle**, trailer or replacement vehicle's value immediately prior to any loss or damage, using local market prices. We may also use industry publications to calculate this value. Consideration is made for factors including but not limited to the age, kilometres travelled, condition and desirability of your **vehicle**, trailer or replacement **vehicle**. It includes **GST** and a reasonable dealer profit.

It does not include:

- registration;
- Compulsory Third Party Insurance;
- warranty costs;
- future Stamp Duty;
- transfer fees;
- restoration costs.

mobile phone

mean the mobile telephone or fixed car phone described in your **schedule**, which you have supplied details of to us.

modification, modifications

any non-standard extra, accessory, fitting, or alteration to your **vehicle** which affects its performance, handling, value, desirability, appearance or safety.

period of insurance

is the dates, shown in the **schedule**, during which your cover is valid.

Policy

is this document, the **schedule** and any other endorsement or notice we give you in writing. Together they form our agreement with you.

premium

is the amount you have to pay us (inclusive of all Government charges) for your insurance.

reasonable parts cost

the last published price for the part by the manufacturer, or other automotive traders, or any other sources specialising in the supply of used parts, or manufacture of parts, for such vehicles, e.g. motor wreckers, trade journals, car club resources, specialist automotive engineers or the like, plus allowances for standard sea freight costs and import duties into Australia if we agree to importing such parts and the reasonable cost of fitting.

regularly parked

is held to mean your **vehicle** is situated overnight on more than 2 nights in any one period of seven consecutive nights.

rental car costs

means the amount paid by you in relation to renting a vehicle, but does not include fuel, running costs, damage to the rental car, any insurance excess or other costs which you may be liable for under the rental car rental agreement.

schedule

is the most current document we give you which contains the specific insurance details for you such as the make, model and registration details of your **vehicle**.

security device

is an **immobiliser**, vehicle tracking system or other anti-theft system fitted to your **vehicle** which we may require.

street

any roadway, street, laneway or other thoroughfare, plus any footpath, nature strip or any other public area where vehicular parking is possible.

sum insured

is the agreed amount or **market value** (when **market value** is stated) as shown in the **schedule**, excluding **vehicle** registration and compulsory third party insurance costs. It is the maximum amount we will pay if your **vehicle** is damaged or stolen.

terrorism

means an act, including but not limited to, the use of, 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 coerce, influence or intimidate any government and/or the public or any section of the public.

third party liability

means Section One of this **Policy** does not apply and the **sum insured** of your **vehicle** is nil. You cannot include any **Policy** variations in Section 3 except for increasing your standard **excess**. If your **vehicle** is a **total loss**, you have automatic rights to keep the salvage.

third party, fire and theft

means you can only claim under Section One of this **Policy** if you suffer loss or damage to your vehicle caused by fire, explosion, lightning, theft or attempted theft. You cannot include any **Policy** variations in Section 3 except for increasing your standard **excess**.

total loss

means where we decide to pay you the **sum insured** for your **vehicle**. 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 salvage of your **vehicle**.

vehicle

means the motor vehicle/s, motor cycle/s and/or trailer/s described in the **schedule**, including:

- its standard tools, accessories and/or appliances;
- **modifications** which you have listed on your proposal or given us details of in writing and which we have accepted. However, where the **modification** is an audio and/or visual system, or a component of such system, then the maximum we will pay is \$1,500;
- any **modification** which have not told us about but which we would have covered if you had told us about it. You must pay us any additional **premium** we would have asked for, effective from the time the **modification** became a part of your **vehicle**.

Product Disclosure Statement and Policy

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The issuer of this product is:



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