

# Declared driver & nominated annual distance policy

Combined Financial Services Guide,
Product Disclosure Statement and Policy Wording





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# Enthusiast Motor Insurance drive less – spend less

#### Thank you for choosing Enthusiast.

We welcome you as a valued customer of Enthusiast Underwriting Pty Ltd (ABN 35 142 206 746) (Enthusiast).

Enthusiast provides motor insurance for vehicles (from brand new to vintage), including historic motor trucks, other historic motor vehicles and motorcycles where the insured Driver drives the Vehicle on low kilometres/miles annually. Vehicles may be driven rarely, less often or daily up to the Nominated Annual Distance Driven chosen by the insured. We do not insure vehicles that exceed 15,000 kilometres annually, unless we have agreed in writing to this.

We've designed this insurance in conjunction with underwriter and insurer Assetinsure Pty Ltd (ABN 65 006 463 803) (Assetinsure) to provide for the specific insurance needs of motor enthusiasts throughout Australia.

#### Your insurance contract

When you buy Enthusiast Declared Driver and Nominated Annual Distance Policy, Assetinsure enters into a contract with you. This contract is your Policy, which is made up of:

- this Product Disclosure Statement (PDS) (which contains a highlevel overview of the insurance cover provided under your Policy);
- the Policy Wording (which describes the insurance cover provided under your Policy in detail); and
- the Schedule (which identifies the cover we provide under your Policy, the insured(s) covered, the coverage chosen, any Excess applicable and any conditions that may change the cover provided under your Policy).

Each of these documents is a Policy Document.

You must read the Policy Documents carefully and ensure you fully understand the terms of the insurance cover provided under your Policy, including the interests and amounts insured. If any of these things are not in accordance with your requirements or you are in doubt as to the meaning or potential impact of the Policy Documents, please contact Enthusiast, your broker or a financial advisor for assistance.

Keep your Policy Documents in a safe place, together with any receipts and other evidence of ownership and value of items insured under your Policy.

## Insurance for personal, domestic or household purposes

By applying for and buying this Policy, you confirm that you are obtaining this insurance wholly or predominantly for your personal, domestic or household purposes.

## General information only

The information contained in this document is general in nature. It does not take into account your personal objectives, financial situation or needs. Because of this, before acting on this information, you should read the Policy Documents carefully to determine whether this Policy is right for you. If you require personal advice, we recommend you seek advice from an insurance broker or financial advisor before making the decision to purchase, vary or cancel your insurance.

## Target market determination

A target market determination for this product can be obtained at https://www.assetinsure.com.au/enthusiast-tmd.

## Words with special meanings

Certain words and phrases have a special meaning when they appear in this document. Refer to the Glossary (which starts on page 51) for a list of the defined terms and their meaning.

## Financial Services Guide

This Financial Services Guide (FSG) provides you with information about the financial services Enthusiast can offer you in respect of a Policy (to help you decide whether or not to use those services) as well as information about Enthusiast's relationship with Assetinsure (the insurer), how Enthusiast and others are remunerated, arrangements we have in place to compensate retail clients for loss, how you can make a complaint and how complaints are handled.

# Enthusiast and its financial services

Enthusiast holds Australian financial services licence number 396 716. This licence allows Enthusiast to:

- provide general financial product advice (which means Enthusiast does not provide tailored advice that takes into account your personal objectives, financial situation or needs) on general insurance products; and
- deal in general insurance products, including by distributing and issuing the Policy on behalf of Assetinsure to retail and wholesale clients.

# You will receive a Product Disclosure Statement

When Enthusiast offers or issues a Policy to you, we will give you a PDS (which is contained in this document). The PDS provides important information on the significant features of the insurance policy, including its benefits and information about how the insurance Premium is calculated.

## What Enthusiast is paid

Enthusiast is paid a commission of 25% of the base Premium (excluding relevant taxes, charges and levies) you pay for the Policy.

We may also receive a profit share commission of up to 20% of net profit. This is only payable to us if certain profitability targets are met.

We may pay commission, fees or other benefits to a person who refers you to us. If this person is an insurance broker or agent, we recommend that you ask them for details of their remuneration and their FSG.

Employees of Enthusiast do not receive commissions, fees or other benefits from any party when you purchase this Policy. They are paid an annual salary or wage, which may include bonuses or other incentives. Bonuses and other incentives may be based on performance or other criteria (which may or may not be related to their provision of financial services).

# Our professional indemnity insurance

Enthusiast has professional indemnity insurance, which covers Enthusiast for claims by retail clients that relate to the financial services provided by Enthusiast and its representatives, including its employees. This satisfies the compensation arrangements required under section 912B of the Corporations Act. Enthusiast is also covered for claims against former representatives while they acted on Enthusiast's behalf.

You do not have a direct right to claim under this insurance.

## What to do if you have a complaint

If you have a complaint about a claim, see page 11.

If your complaint relates to Enthusiast's financial services (for example the advice we gave or how we issued the Policy), you can contact Assetinsure by:

- · post to PO Box R299, Sydney NSW 1225;
- calling 02 9251 8055; or
- · emailing info@assetinsure.com.au.

We will acknowledge receipt of your complaint and attempt to resolve it within 30 business days.

We are a member of the Australian Financial Complaints Authority, an external dispute resolution scheme. If you are unsatisfied with the manner in which we handle your complaint about our services, you are entitled to take your complaint to them. Their contact details are on page 11. You can access their service for free and any decision they make is binding on us but not on you.

# Product Disclosure Statement

### The insurer and distributor

Policies are issued by Assetinsure and distributed by Enthusiast.

Assetinsure is authorised by the Australian Prudential Regulation Authority (APRA) to conduct general insurance business. As a locally licensed company, Assetinsure must continuously comply with rigorous capital adequacy, liability valuation, risk management and reporting requirements. The company specialises in particular segments of the commercial insurance market. For further information please visit their website at www.assetinsure.com.au.

You can contact Assetinsure by:

- post to PO Box R299, Sydney NSW 1225;
- calling 02 9251 8055; or
- emailing info@assetinsure.com.au.

## General Insurance Code of Practice

Assetinsure subscribes to the General Insurance Code of Practice (GICOP). The GICOP was developed with the Insurance Council of Australia to further raise standards of practice and service areas across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the GICOP.

You can obtain more information on the GICOP and how it can assist you by contacting us on (02) 9251 8055.

For more information on the GICOP and CGC, visit www.codeofpractice.com.au.

## **Privacy Statement**

This Privacy Statement describes how we collect, use, handle and disclose your personal information. It also describes the matters to which you give your consent when applying for a Policy.

Any personal information we collect will be handled in accordance with our Privacy Policy (available at www.assetinsure.com.au/privacy-policy/) and the *Privacy Act 1988* (Cth) (the Privacy Act). Our Privacy Policy includes information about your right to access and seek correction of the personal information we hold about you and how you may do this, how you can make a complaint about a breach of your privacy rights and how we deal with complaints.

#### Collection and use of your personal information

We usually collect personal information directly from you. In some circumstances, we may collect your personal information from another person or source – we usually only do this when it is unreasonable or impracticable for Assetinsure to collect it directly from you or when you would expect us to collect the information from a nominated third party. For example, when you authorise a representative (e.g. an insurance broker, financial planner, legal services provider, agent or carer providing services) to deal with us on your behalf, we will seek the information directly from them.

You agree that your personal information may be collected, held and used by us for the purpose of providing our services to you, including offering and assessing an application for a Policy and providing, managing and/or administering any Policy subsequently provided to you.

In addition, you agree that your personal information may be collected, held and used for the purposes of corresponding with you, managing any claims you make and services we provide you, executing your instructions, managing our relationship with you, complying with legislative and regulatory requirements, collecting payments, responding to your enquiries, marketing our services and understanding services you may be interested in receiving (we may do this by calling you or sending you direct mail, such as by email to your email address), for internal purposes (including risk management, underwriting and pricing, quality assurance and training purposes) and for other purposes identified at the time of collecting your information.

#### Consequences if information is not provided

If you do not provide us with the information we need, we will be unable to consider your application for insurance, administer your Policy or manage any claim under your Policy.

#### Disclosure of your personal information

You agree that we may disclose your personal information:

- · to Enthusiast;
- to our external service providers and contractors (such as any mail house, commercial agent or entities engaged by us to carry out certain business activities on our behalf, such as loss assessors, claims investigators, insurance reference bureaux, underwriters and re-insurers, lead generators, data analysts, claims reference providers, hospitals, medical and health professionals and information technology service providers);
- to our related entities, assignees, agents and external advisers (such as legal and other professional advisers);
- to any other person we consider necessary to execute your instructions;
- to any financial institution to or from which a payment is made in relation to any Policy you have; or
- in accordance with any consent you give or where disclosure is authorised or compelled by law (for example, to law enforcement and regulatory, government and dispute resolution bodies).

#### Transfer of personal information overseas

You agree that we may disclose your information to recipients located overseas, including the USA, Canada, Bermuda, Europe (including the United Kingdom), Singapore, South Africa, Hong Kong and India.

#### Information about another person

If you provide information about any other person, you agree to tell them that you are providing this information to us, about our contact details in this document, the reason you are providing their information, the fact that we have collected personal information from you and about the contents of this Privacy Statement.

#### How you can make a complaint and how they are handled

We are committed to providing quality services to you. This commitment extends to giving you easy access to people and processes that can resolve a service issue or complaint.

If you have a complaint about how we have handled your personal information, please contact the Privacy Officer by:

- post at Assetinsure Pty Ltd, Level 21, 45 Clarence Street, Sydney NSW 2000;
- email at privacy@assetinsure.com.au; or
- phone (02) 8274 2898.

We will do our best to resolve it quickly and fairly.

If the matter cannot be resolved to your satisfaction by us, you have the right to refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA is an external dispute resolution body that provides a free and independent dispute resolution service for retail clients. AFCA can be contacted at:

Australian Financial Complaints Authority GPO Box 3, Melbourne Victoria 3001

Tel: 1800 931 678 Email: info@afca.org.au www.afca.org.au

A decision of AFCA is binding on us (up to specified jurisdiction limits). A decision of AFCA is not binding on you and you have the right to seek further legal assistance.

## Your cooling off rights

If you buy this Policy and change your mind, you can ask us to cancel your Policy within 21 days of the date cover originally commenced. Provided that you have not made a claim and an event has not occurred that could give rise to a claim under your Policy, we will refund your Premium. We may deduct from your refund any government taxes or duties we cannot recover.

When your cooling off period ends, you retain cancellation rights (see the General Conditions for details on the refund policy).

## Your duty to take reasonable care

Before you enter into any Policy with us, you have a duty to take reasonable care not to make a misrepresentation under the Insurance Contracts Act 1984 (Cth) (Insurance Contracts Act).

This duty of reasonable care applies until you enter into (or vary, renew, extend or reinstate) the contract of insurance.

## Your duty when you enter into a contract of insurance with us for the first time

When you answer our questions that are relevant to our decision about whether to accept the risk of insurance and, if so, on what terms, you must take reasonable care not to make a misrepresentation to us before entering into the insurance contract.

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 contract of insurance.

## Your duty when you vary, renew, extend or reinstate the contract of insurance

When you are proposing to renew, vary, extend or reinstate your Policy with us we may ask you to answer questions that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms

Your duty is to take reasonable care not to make a misrepresentation to us before the insurance contract is varied, renewed, extended or reinstated.

We may also give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this:

- · you must tell us about any change; or
- · tell us that there is no change.

If you do not tell us about a change, you will be taken to have told us that there is no change.

## What is taken into account to determine whether you have taken reasonable care

Whether you have taken reasonable care not to make a misrepresentation will be determined with regard to all relevant circumstances, including:

- · the product type and its target market;
- · explanatory material or publicity produced or authorised by us;
- how clear and specific any questions we asked were and how clearly we communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- · whether or not an agent was acting for you;
- whether the contract was a new contract or was being renewed, extended, varied or reinstated;
- any particular characteristics or circumstances relating to you of which we are aware or ought reasonably to have been aware.

Any misrepresentation made fraudulently is a breach of your duty to take reasonable care.

#### Who needs to tell us?

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

#### If you do not tell us

If you, or anyone insured under your Policy, fails to comply with this duty to take reasonable care, we may be entitled to reduce our liability under your contract of insurance in respect of a claim, cancel the contract or both. If the misrepresentation is fraudulent, we may also have the option of treating your contract of insurance as if it never existed.

## Applying for cover

When applying for this Policy, you must complete an application (which you can do using our automated quoting process). We will use and rely upon the information supplied by you to select the insurance cover we will provide to you. By making the application, you confirm to us that all information supplied by you is accurate and you have complied with the duty of disclosure.

# Your cover options, Vehicle use, declared drivers and sum insured

#### Your cover options

You can choose between Comprehensive Cover (C) or Third Party Property Damage (TPD). An overview of the cover provided is set out below:

Cover description	Provid	Provided with		
Loss or damage to your Vehicle including listed Modifications	С	-		
Your legal liability for loss or damage (other than covered under Compulsory Third Party insurance (CTP))	С	TPD		

#### Insure your Vehicle use

Your cover may differ based on the use of your Vehicle. The cover is listed in the Schedule. This will either be:

- · Private Use:
- · Business Use: or
- Restricted Registration Historic/Concessional/Conditional Registration.

The vehicle usage types include Nominated Annual Distance Driven cover and Laid Up cover options.

#### Nominate your drivers

We only cover drivers of a Vehicle where they are listed in the Schedule for the Vehicle unless they are Learner Drivers. Please refer to page 42 for specific Learner Driver conditions.

For example, if you insure three vehicles with us, all persons driving a vehicle must be listed as a Driver against the vehicle in order to be insured. Where the listed Drivers for:

- · vehicle 1 are John Smith, Mary Smith and Jim Smith;
- · vehicle 2 are John Smith and Jim Smith; and
- · vehicle 3 is Mary Smith.

only Mary Smith is covered whilst driving vehicle 3.

#### Your sum insured

You can select to cover your Vehicle for an Agreed Value. We will pay you up to this amount if you suffer a covered loss.

You must ensure you are happy with the extent of cover provided by your Policy.

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 will include GST.

# Summary of Policy benefits, features available and exclusions

This table provides an overview of the main benefits and features available under your Policy, and the main exclusions that apply to your Policy. Because of the different Vehicles we insure, the benefits and features available and exclusions that apply under your Policy may vary and have limitations according to the type of cover provided, your Vehicle description and your Vehicle usage. Please read your Policy carefully for a full description of the benefits, features and exclusions that apply.

Summary of benefit, feature or exclusion	Applies to	
Benefits		
Using a substitute vehicle following an Accident	С	TPD
Cleaning up costs after an Accident	С	TPD
Repairs for damage you cause to another person's vehicle or other person's property including legal costs (where you are legally liable to pay) following an Accident	С	TPD
Compensation for death or injury caused by your Vehicle including legal costs (where you are legally liable to pay) following an Accident	С	TPD
Damage to your Vehicle caused by an uninsured motorist following an Accident	С	TPD
Emergency repairs following an Accident	С	-
New vehicle replacement after Total Loss following an Accident or theft	С	-
Rental Car Costs following theft	С	-
Accidental damage to personal effects following an Accident or theft	С	-
Theft or damage to trailer	С	-
Emergency accommodation following an Accident or theft	С	-
Completion of journey costs following an Accident or theft	С	-
Theft of keys and re-coding costs following an Accident or theft	С	-
Replacement of Vehicle when selling and purchasing Vehicle	С	-
Choice of licensed repairer following an Accident or theft	С	-
Lifetime guarantee on repairs following an Accident	С	TPD
Lifetime guarantee on repairs following theft	С	-

Summary of benefit, feature or exclusion	Appli	es to
Reasonable towing costs following Accident or theft	С	-
Agreed Value sum insured	С	-
Subject to the terms and conditions of the Policy, salvage following your Vehicle being declared a Total Loss following an Accident or theft	С	-
Salvage rights if your Vehicle is more than 30 years old and is a Total Loss	С	-
Rider Apparel	С	-
Optional extras that may be available to you at ext	ra cos	st
Salvage rights if your Vehicle is between 15 and 30 years old and is a Total Loss	С	-
Free windscreen or side/rear window cover	С	-
Rental Car Costs following Accident	С	-
Spare parts cover	С	-
Exclusions (what is not covered by your Policy)		
If your Vehicle is driven by a Driver who is not listed in the Schedule as a Driver of the Vehicle at the time an Accident occurs, exceptions for Learner Drivers apply.	С	TPD
If your Vehicle has an Immobiliser or Security Device which is not operational when the Vehicle is left unattended and the Vehicle is stolen.	С	TPD
If a stipulated Immobiliser or Security Device has not been fitted or properly maintained and your Vehicle is stolen	С	TPD
If you do not use your Vehicle in accordance with the requirements under any registration, permit or licence	С	TPD
If your Vehicle is being driven by someone affected by drugs or alcohol at the time the Accident occurs	С	TPD
If your Vehicle is being driven by or in the possession of any person under the age of 25 unless that person has been accepted by us and is declared as a Driver of the particular Vehicle in the Schedule	С	TPD
If you have not disclosed all Driver details including the complete driving history of any person to be covered under your Policy	С	TPD
Using your Vehicle for a purpose other than as listed in the Schedule	С	TPD
If your Vehicle is regularly parked on the street overnight	С	TPD

Summary of benefit, feature or exclusion	Appl	lies to	
If you do not adequately insure your Vehicle or if any part of a claim is excluded, you may have to bear the uninsured proportion of any loss or liability yourself. For example, if the sum insured does not cover the full replacement cost of your Vehicle, in the event of a Total Loss, you will have to bear any financial shortfall.	С	TPD	
We only cover your financial interest in the insured Vehicle unless we specifically include cover for the interest of a third party. We will list this cover in the Schedule.	С	TPD	
We may also refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular if you:			
<ul> <li>do not comply with the terms and conditions of this insurance;</li> <li>do not comply with your duty of disclosure or make a misrepresentation; or</li> <li>make a fraudulent claim.</li> </ul>	С	TPD	
We may also cancel your Policy in certain circumstances permitted by law, for example, if you fail to comply with a Policy condition or breach your duty of disclosure.			

## **Making a claim**

The Claims (what you must do) section (which starts on page 46) describes what you need to do. Prior to paying any claim, we will require evidence as to the extent of loss or damage and your ownership. Please keep any photographs, other documentation or damaged property in respect of your loss or damage to make the overall process simpler.

## Excesses that may apply to you

An Excess may apply to you when you make a claim with us. An Excess represents the part of a claim that you must pay and is payable for each occurrence covered by this Policy. An occurrence represents one or a series of events arising out of one cause.

If an Excess applies, we may deduct the Excess from the amount we pay you for a claim or we will ask you to pay the Excess to us when you make a claim.

The description and amount of Excess is listed in the Schedule. The amount of the Excess will depend on several risk factors associated with the type and value of the Vehicle, the age and experience of the Driver, and Modifications made to the Vehicle.

There are circumstances when we may waive the requirement for you to pay an Excess. This usually applies when you have an Accident which damages or destroys the Vehicle and we agree, acting reasonably, that the Accident was the fault of another party. To qualify for this, if the Driver of your Vehicle at the time of the Accident did not, in our opinion, acting reasonably, contribute to the cause of the Accident, then you must provide us the with name, address and/or registration of the owner, Driver or party responsible for the other vehicle involved in the Accident.

## The cost of this insurance

#### Your Premium

In return for paying your Premium or agreeing to pay your Premium to us, we will provide the cover you have chosen.

Your Premium will be based on our view of the likelihood of a claim being made on your Policy during the Period of Insurance. When we work out the Premium, we consider a number of factors that have over time been shown to be a good determinate of the likelihood of a claim being made. Some of these factors include:

- your Vehicle make and model and its value, whether it is modified and where you keep it;
- the way you use your Vehicle, including Private Use, Business Use or Restricted Registration and the distance driven per year;
- the number of years you've held a driving or riding licence;
- the type of cover you have requested, including any Policy options you choose;
- the age of the insured(s) and their driving history; and
- your insurance and claims history.

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 it may apply) with respect to your Policy. When you apply for a Policy, we will tell you what Premium is payable, when you must pay us and how you can pay us.

#### Other costs

Any other costs associated with your Policy are listed in the following table.

#### **Excess**

Represents the amount you may have to pay if you make a claim. If you must pay an Excess, that amount will be listed in the Schedule plus any additional Excesses that may apply as detailed in the Claims – (what we will do) section (which starts on page 48.

#### Contribution/depreciation

You may have to contribute to the cost of repairing items such as tyres, engines, Modifications, paintwork, bodywork, batteries or interiors affected by wear and tear or rust and corrosion. How much you will pay will depend upon on the assessment we make, acting reasonably, of how worn these items were when the damage occurred.

## Reimbursement of claims cost and/or payments already made to you

If you elect to withdraw your claim or we, acting reasonably, refuse to accept it, you may have to reimburse us for any of the costs we incurred to process your claim and/or any payments we have already made to you (for example, payments for Rental Car Costs).

#### Additional Premium payable from a claim in the previous Period of Insurance

Should you register a claim with us that occurred in an earlier Period of Insurance after we have calculated your renewal Premium and your Policy has been renewed, we will recalculate the Premium amount that should have applied at renewal. When this happens, you must pay us any additional Premium we require, taking into consideration your revised claims history.

#### We confirm transactions

You can ask us to confirm any transaction under your insurance by contacting us.



## Complaints and disputes

Enthusiast and Assetinsure support the aims and application of the GICOP and the Motor Vehicle Insurance and Repair Industry Code of Conduct that sets the standards of practice and service for the insurance industry.

If you have a concern, complaint or dispute with us, we will try to resolve it immediately. The best first step is to approach the person at Enthusiast with whom you were dealing to see if they can resolve the matter to your satisfaction.

If we cannot provide immediate resolution, you can request that our internal resolution process further consider the matter. To do this you may contact the Enthusiast Compliance Manager by emailing complaints@assetinsure.com.au.

If an issue has not been resolved to your satisfaction within 30 days after we first received notice of your concern, complaint or dispute, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers. You can contact AFCA using the following contact details.

Post to: Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

Call: 1800 931 678 (free call)
Email: info@afca.org.au

Make an enquiry at www.afca.org.au

## **Financial Claims Scheme**

In the unlikely event Assetinsure becomes insolvent and cannot meet its obligations under this Policy, you may be entitled to payment under the Financial Claims Scheme. Access to the Financial Claims Scheme is subject to eligibility criteria. More information about the scheme can be obtained from www.fcs.gov.au.

# Updating this Product Disclosure Statement

We may update this PDS from time to time when changes occur, where required to or when permitted by law. We will provide you with a new PDS, supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information would not 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 using the contact details provided on the back cover of this document.

#### Our contact details

If you (or your broker) want to contact us, have any questions or would like further information regarding this insurance, please contact us using the contact details provided on the inside back cover of this document.

# Policy Wording

# Your insurance cover with Enthusiast

In return for paying your Premium or agreeing to pay your Premium to us by the time we stipulate, we will provide the cover that is listed in the Schedule for covered events occurring within Australia, during the Period of Insurance, subject to the terms, conditions and exclusions of your Policy.

The cover provided varies dependent upon which cover option you have chosen and is listed in the Schedule. Your choices are:

- · Comprehensive Cover; or
- · Third Party Property Damage Cover.

The extent of cover for your Vehicle may be limited, and depends on which of the following usage types is specified in the Schedule and the Nominated Annual Distance Driven:

- · Private Use:
- · Business Use: or
- Restricted Registration Historic/Concessional/Conditional Registration.

Some additional benefits under your Policy may be subject to Vehicle age and Nominated Annual Distance Driven as listed in the Schedule.

Your Policy may specify for what purpose and how often you use your Vehicle. Please refer to the Schedule, note what use you have selected and ensure you use your Vehicle in accordance with the relevant usage type.

## Comprehensive Cover

#### You are covered

#### Loss or damage to your Vehicle

We will indemnify you against Accidental loss, damage to or theft of your Vehicle.

We will pay, at our option:

- · to repair your Vehicle;
- the reasonable cost of repairing your Vehicle: or
- · the sum insured.

#### **Total Loss of your Vehicle**

If your Vehicle is:

- stolen and not recovered: or
- · damaged beyond economical repair,

we will pay, at our option:

- · the sum insured: or
- · to replace your Vehicle.

## Your additional benefits with Comprehensive Cover

If we agree to pay a claim under your Comprehensive Cover, the following additional benefits apply:

#### You are covered

#### **Emergency repairs**

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 following an Accident.

#### New vehicle replacement following Total Loss

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.

If we replace your Vehicle, this Policy will continue to cover your new replacement vehicle until the end of the Period of Insurance.

You are not required to pay any additional Premium for this cover.

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.

#### You are not covered

We will not pay for:

- any loss or damage, if at the time of loss, the Vehicle is driven by a person who is not listed as a Driver in the Schedule for the Vehicle:
- depreciation, wear and tear, rust or corrosion, or 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 resulting from lawful seizure, repossession or other operations of law;
- theft of your Vehicle after an Accident or breakdown if reasonable steps to protect or safeguard your Vehicle had not been taken; or
- theft of parts removed from your Vehicle at the time of loss.

#### You are not covered

We will not pay more than \$500 under this benefit.

We will not replace your Vehicle under this benefit if:

- at the time of loss, the date from the original registration of your Vehicle exceeds twenty-four months;
- · 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; or
- · a replacement vehicle is not locally available.

#### You are covered

#### Rental car following theft

If your Nominated Annual Distance Driven is more than 8,000 km and your Vehicle is stolen and you need to rent a replacement, we will pay for Rental Car Costs up to the earliest of the following times:

- 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; or
- · when we settle your claim by paying you the Agreed Value.

#### Personal effects

We will pay for Accidental damage to personal effects, including your baby capsule/s and child seats.

#### Trailer cover

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 amount.

#### Emergency accommodation and completion of journey costs

If your Vehicle is damaged or stolen, we will pay costs incurred for accommodation and travel expenses.

#### Theft of keys and re-coding

If the keys to your Vehicle are stolen during the Period of Insurance, we will pay for the repair, replacement or re-coding of your Vehicle keys, locks and barrels.

#### You are not covered

#### We will not pay:

- any deposit required for the Rental Car or any running costs associated with the Rental Car;
- any amount under this benefit if your Nominated Annual Distance Driven is less than 8,000 km; or
- more than \$1,500 under this benefit or a 14-day rental car cost, whichever is the lower amount.

#### We will not pay:

- for personal effects not belonging to you or a member of your Family;
- any amount under this benefit if damage is not caused by an event that results in a claim for damage to your Vehicle:
- for goods carried in connection with any business or occupation unless your Policy states the Vehicle in question is covered for Business Use:
- · for money or negotiable documents; or
- · more than \$750 under this benefit.

#### We will not pay:

any amount under this benefit if the trailer is not owned by you.

#### We will not pay:

- any amount under this benefit if you are less than 150 km from where your Vehicle is regularly kept;
- any amount under this benefit if the theft of your keys has not been reported to the police;
- any amount under this benefit if the keys were stolen or taken by a family member, a person whom resides with you, an invitee, or a person otherwise known to you; or
- · more than \$1,000 under this benefit.

Cover under this benefit does not entitle you to claim for a Rental Car or any other additional benefit.

#### You are covered

#### Replacement of Vehicle

If you sell your Vehicle and replace it with another, we will automatically 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:

- · you give us full details about the replacement Vehicle;
- we agree, acting reasonably, to insure it;
- you agree to any revised conditions, including any change of Excess; and
- vou pay us any additional Premium amount that we may require.

#### Modifications

We will cover Modifications which you have listed in the Schedule or given us details of in writing, and which we have accepted.

#### Choice of repairer and our parts policy

If we elect to repair your Vehicle, you may choose your own licensed repairer. We reserve the right to, acting reasonably, 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. If any of these parts are not readily available in Australia, we will pay shipping rates for sea freight costs to Australia.

#### Lifetime guarantee on repairs

We will guarantee the workmanship and materials on all repairs authorised by us for the life of the Vehicle. If you are concerned about repair quality, you must contact us and make your Vehicle available to us for inspection. If we, acting reasonably, agree with your concerns we will authorise any necessary rectification works.

#### Towing and storage

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.

#### Salvage purchase

If we pay you because your Vehicle becomes a Total Loss and you have not purchased the salvage option as available for Vehicles between 15 and 30 years old, and, subject to the terms and conditions of this Policy, you are not entitled to salvage rights, you may choose to purchase the salvage of your Vehicle at a fair and reasonable price which we, acting reasonably, stipulate.

#### Salvage – automatic retention

If we pay you because your Vehicle becomes a Total Loss and your Vehicle is more than 30 years old, you are entitled to retain the salvage of your Vehicle.

#### You are not covered

The automatically Agreed Value of the replacement Vehicle will not exceed:

- · its Market Value:
- · the current Agreed Value in the Schedule;
- the purchase price of the replacement Vehicle; or
- \$150.000.

whichever is the lesser amount.

Where the Modification is an audio and/or visual system, or a component of such system, then the maximum we will pay under this benefit is \$2.500.

#### We will not pay:

- · for repairs not authorised by us; or
- airfreight for parts not available in Australia.

If we have any reason to believe, acting reasonably, the repairer of your choice is not suitable, we may elect to obtain an alternative quote.

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.

We will not guarantee repairs not authorised by us.

Should these costs plus the cost of necessary repairs exceed the Agreed Value, we reserve the right to treat your Vehicle as a Total Loss.

We will not pay more than 72 hours of storage costs.

We will not give you salvage rights if your Vehicle is stolen and we pay you for a Total Loss.

We will not give you salvage rights if your Vehicle is stolen and we pay you for a Total Loss.

#### You are covered

#### Windscreen and window cover

If your Vehicle is more than 30 years old and the front windscreen or side or rear window in your Vehicle is Accidentally broken, cracked by stone and/or other impact and this is the only damage sustained to your Vehicle, we will pay to have it replaced and will not apply an Excess.

#### Laid Up cover

We will cover the cost to replace parts removed from the Vehicle when you have chosen Laid Up cover, whilst the parts are being kept in any of the locations listed for this Vehicle in the Schedule.

#### Rider Apparel

If we agree to pay your claim after your motorcycle is Accidentally damaged, we will also replace or pay you the cost of replacing Rider Apparel provided they are damaged, as a result of the Accident. This cover does not apply to motorcycles insured under Laid up cover.

## Your Policy options (customise your Policy to suit you)

For an extra cost these options will provide additional cover. When they apply we will list them in the Schedule. The following options are only available where you have selected Comprehensive Cover:

#### You are covered

#### Salvage rights

If we declare your Vehicle to be a Total Loss and your Vehicle is more than 15 and less than 30 years old, you may keep the salvage of your Vehicle at no cost to you.

#### Windscreen and window cover

If your Vehicle is less than 30 years old and the front windscreen, or side or rear window in your Vehicle is Accidentally broken, cracked by stone and/or other impact and this is the only damage sustained to your Vehicle, we will pay to have it replaced and will not apply an Excess.

#### You are not covered

We will not pay:

- for more than one windscreen or window broken in any one Period of Insurance:
- · more than \$1,500 under this benefit; or
- any amount under this benefit if the damage is due to scratches, chipping, de-lamination or deterioration of window tinting which make the windscreen or glass unroadworthy for replacement rubber or seals due to wear and tear or deterioration.

This cover excludes any loss or damage that occurs as a result of, or that could be attributed to:

- the Vehicle being on consignment; or
- the Vehicle being driven under its own power (except whilst the Vehicle is being loaded or unloaded for transport purposes).

#### We will not pay:

- more than \$3,000 in total for the rider's Rider Apparel.
- more than \$1,500 in total for the pillion passenger's Rider Apparel.
- more than \$1,000 in total for any individual item of Rider Apparel.
- for general clothing and any non-protective clothing.
- for wear and tear or damage associated with normal use.
- for damages to Rider Apparel when it is away from your motorcycle.

#### You are not covered

We will not give you salvage rights if your Vehicle is stolen and we pay you for a Total Loss.

#### We will not pay:

- for more than one windscreen or window broken in any one Period of Insurance:
- more than \$1,500 under this benefit; or
- any amount under this benefit if the damage is due to scratches, chipping, de-lamination or deterioration of window tinting which make the windscreen or glass unroadworthy.

#### We will not cover:

 for replacement rubber or seals due to wear and tear or deterioration.

#### You are covered

#### Rental car following an Accident

If your Nominated Annual Distance Driven is more than 8,000 km and your Vehicle is damaged in an Accident and you need to rent a replacement, we will pay for Rental Car Costs.

If your Vehicle is repairable, this benefit will start from:

- · when repairs to your Vehicle are authorised by us;
- · when your Vehicle is made available for repairs to begin; or
- · your chosen repairer can commence fixing Vehicle,

whichever is the latest date.

If your Vehicle is not repairable, this benefit will start from the date we declare your Vehicle to be a Total Loss.

#### Spare parts

We will cover you for loss or damage from fire or theft of spare parts, purchased for fitting to your Vehicle, when the parts are stored at the location shown in the Schedule.

#### You are not covered

#### This benefit will finish:

- · 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 settle your claim,

whichever is the earliest date.

#### We will not pay:

- any amount under this benefit if your Nominated Annual Distance Driven is less than 8,000 km; or
- · more than \$1,500 under this benefit.

#### We will not pay:

- any amount under this benefit for theft unless consequent upon violent and forcible entry to the location shown in the Schedule;
- any amount under this benefit if the theft or fire is not notified to the relevant authorities; or
- more than \$2,500 under this benefit during any one Period of Insurance.

## Third Party Property Damage Cover

We will pay a maximum amount of \$20,000,000 (twenty million dollars) arising out of any one incident or series of incidents arising out of the one event.

#### You are covered

We will pay for damage caused to another person's vehicle or other property resulting from an Accident if you are required to pay by law when you, or a listed Driver in the Schedule and declared for the Vehicle, or a Learner Driver accompanied by a listed Driver, was driving the Vehicle.

We will cover your legal liability when you have a trailer or caravan lawfully attached to your Vehicle.

#### 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.

#### Substitute vehicle

If your Vehicle is not being used by you because it is undergoing service or repair, we will extend cover to include you driving (with the owner's consent) a substitute vehicle not belonging to you.

#### Cleaning up costs

We will, acting reasonably, 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.

#### You are not covered

#### We will not pay:

- any amount under this benefit if at the time of loss, the Vehicle is driven by a person not named in the Schedule;
- for damage caused by your Vehicle to another vehicle or other property owned by you or a person who normally lives with you or lives with the Driver of your Vehicle;
- · for legal liability claims:
  - where there is insurance required by law that provides cover for the liability; or
  - relating to a person whom we have not listed as a Driver of your Vehicle;
- for claims where, in the 5 years before the occurrence of any accident, the Driver has:
  - been refused motor vehicle insurance or had 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 the Driver:

- for claims arising from any agreement or contract that you or a covered person entered into, unless you or they would have been liable despite the agreement or contract; or
- for penalties, fines or awards of aggravated, exemplary or punitive damages made.

#### We will not pay for:

- · legal costs relating to any criminal or traffic proceedings; or
- legal costs incurred without our written consent (which we may, acting reasonably, withhold or delay).

#### We will not pay if the substitute vehicle is:

- subject to a self-drive hire or rental agreement;
- unregistered and the Nominated Annual Distance Driven is less than 8,000km; or
- otherwise insured.

#### You are covered

## Supplementary bodily injury (other than compulsory third party

We will pay the amount which you may be held legally liable to pay as compensation in respect of death or bodily injury arising out of the use of your Vehicle by a listed Driver in the Schedule and declared for that Vehicle, or a Learner Driver accompanied by a listed Driver, provided that your Vehicle is registered for use on a public road when such liability is incurred.

Your Policy is extended to cover the legal liability even if you are using a substitute vehicle, but only if your own insured Vehicle was in an unusable condition and only one substitute vehicle can be used at a time and the substitute vehicle is not otherwise insured. This extension does not include cover for any damage to the substitute vehicle itself, but only damage caused to other people's property when you are driving that vehicle.

# Your additional benefits with Third Party Property Damage

If you have elected to insure Third Party Property Damage only, the following additional benefits apply:

#### You are covered

#### Damage to your Vehicle caused by an uninsured motorist

Where the other Driver who is primarily responsible for the Accident does not have insurance that covers the damage to your Vehicle.

You will receive this benefit if:

- you can provide us with the name, address and vehicle registration number of the other Driver; and
- · we agree that the other Driver is responsible.

#### Lifetime guarantee on repairs

We will guarantee the workmanship and materials on all repairs authorised by us for the life of the Vehicle. If you are concerned about repair quality, you must contact us and make your Vehicle available to us for inspection. If we, acting reasonably, agree with your concern, we will authorise any necessary rectification works.

#### You are not covered

#### You are not covered

We will not pay:

- any amount that is insurable under any statutory or compulsory insurance;
- any claim in respect of death or bodily injury to any member of your Family or the Driver of your Vehicle's Family, or any person who usually lives with you;
- any claim in respect of death or bodily injury to the Driver of your Vehicle or any employee or agent, contractor or subcontractor of you or the Driver of your Vehicle; or
- · more than \$5,000 under this benefit.

We will not guarantee repairs not authorised by us.

# General exclusions (when we will not pay a claim)

These exclusions apply to your Policy. We will not pay any loss, damage or liability caused by any of the following circumstances.

#### **Unlisted Drivers**

We will not pay any amount if the incident occurs while your Vehicle is driven by any person that is not listed in the Schedule and not declared to that particular Vehicle as a Driver. However, we will pay if the Vehicle is driven by a licensed Driver:

- employed by a member of the motor trade who has care and is in possession or control of your Vehicle for the repair or maintenance of your Vehicle;
- employed or an agent of a restaurant, hotel, car park, car wash or similar business who has care and is in possession or control of your Vehicle for the purpose of parking or washing it;
- · employed by the financier of the insured Vehicle;
- using the Vehicle in an extreme medical emergency where human life is at risk and the listed Drivers are unable to drive the Vehicle, 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:
- · employed by a professional 'get you home' chauffeur service; or
- who is driving the Vehicle for the purpose of trying or testing the Vehicle prior to purchase, where the Vehicle listed in the Schedule is for sale and the Driver is accompanied by a listed Driver who is declared to that particular Vehicle. We may require proof that the Vehicle was for sale at the time of the Accident.
- who is driving your motor vehicle on a learner permit whilst operating the declared Vehicle under instruction from an experienced, fully licensed Driver listed in the Schedule and declared to that particular Vehicle. Refer to the heading Learner Drivers, Page 42 for conditions applying.

#### Unlicensed Drivers

We will not pay any amount if the incident occurs while your Vehicle is driven by any person listed in the Schedule and declared to that particular Vehicle, who is not licensed to drive your Vehicle under all relevant laws, by-laws and regulations.

## Driving under the influence (DUI)

We will not pay any amount if the incident occurs while your Vehicle is driven by any person listed in the Schedule and declared to that particular Vehicle:

- 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;
- who has a percentage of alcohol in his or her breath or blood exceeding the percentage permitted by law; 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, acting reasonably, pay your claim 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

We will not pay any amount if the incident occurs while your Vehicle is used to carry a greater number of passengers or convey or tow a load exceeding that for which your Vehicle was constructed, which is over the legal limits or not secured according to law. We, acting reasonably, 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

We will not pay any amount if the incident occurs while your Vehicle is used by you, or by some other person with your permission or implied consent, for an unlawful purpose.

#### Unsafe Vehicle

We will not pay any amount if the incident occurs while your Vehicle is 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

We will not pay any amount if the incident occurs while your Vehicle is used in relation to the motor trade for experiments, tests or trials.

#### Hire fare or reward

We will not pay any amount if the incident occurs while your Vehicle is used to carry goods or passengers for hire, fare or reward unless listed as business usage on your policy.

We will not accept cover on any vehicles used for any courier deliveries or delivery vans, dry rental or courtesy car, learner driver education, motor sporting events, removalist, Taxi or any ridesharing schemes like Uber or Ubereats.

## War, riot or nuclear

We will not pay any amount if the incident occurs while any of the following occurs, 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; or
- radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.

#### Natural perils

You are not covered for any loss, damage or legal liability you incur within 72 hours of when you purchase your Policy with us because of:

- · bushfire or grassfire;
- · flood: or
- named cyclone.

You are not covered for any loss, damage or legal liability you incur within 12 hours of when you purchase your Policy with us because of hail.

However, you will be covered if your Policy with us commenced immediately after another policy covering the same risk, for the identical level of cover ended, without a break in cover.

## Motor Sport and driver training

We will not pay any amount if the incident occurs while your Vehicle is:

- used for or being tested in preparation for any Motor Sport, racing, drifting, or a reliability, speed, time or hill climbing trail, test or contest or any other Motor Sport;
- used for being driven on a Race Track, or Bash Event or speedway track or course.

However, we will cover your Vehicle being used by any person listed as a Driver in the Schedule and declared to that particular Vehicle whilst participating in a Touring Road Event (TRE) or Touring Assembly (TA) operating under a permit issued by Motorsport Australia where we have agreed to provide cover and you agree to pay us any additional Premium and/or Excess we may require.

## Consignment

We will not pay any amount if the incident occurs while your Vehicle is on consignment or in the possession of a person as part of the person's stock in trade.

## Deliberate, malicious or criminal act or use

We will not pay any amount if the incident occurs during 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

We will not pay any amount to cover your inability to use your Vehicle, except for specific Rental Car Costs when such cover is provided by your Policy.

#### Outside the Period of Insurance

We will not pay any loss, damage or liability arising out of an Accident or theft that did not occur during the Period of Insurance as stated in the Schedule.

## Failure to disclose input tax credit

We will not pay 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

We will not pay any amount if the incident occurs during 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

We will not pay any amount if the incident occurs while your Vehicle is used:

- other 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; or
- outside Australia, except during transportation by air or sea between places within Australia.

#### Nominated Annual Distance Driven

We will not pay any claim where your car's odometer:

- has been tampered with, replaced or manipulated to alter the odometer reading;
- is not working and you have not had it repaired; or
- the reading is less than the start odometer reading listed in the Schedule, unless you have notified us and explained why and we have agreed in writing to the explanation provided.

If you have exceeded the Nominated Annual Distance Driven at the time a claim occurs, we will charge you an additional Excess. The additional Excess payable will be listed in the Schedule.

## Unregistered or unlicensed Vehicle

We will not pay any amount if the incident occurs while your Vehicle is 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.

#### Modifications

We will not pay any claim on a Vehicle with any Modifications not agreed by us and not listed in the Schedule.

This includes any Modifications or the fitting of a device that contravenes the requirements of the Australian Design Rules [ADRs] or where allowed, the Australian Vehicle Standards Rules [AVSR]. These modified Vehicles must also comply with the applicable in-service requirements of the AVSR, or any of the general safety provisions. Compliance with the AVSR also means compliance with the equivalent regulations of a State or Territory of Australia.

## Anti-theft systems

We will not pay any claim for 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
- is not made active whenever your Vehicle is left unattended, unless:
  - your Vehicle is in the care, possession 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 system immediately thereafter; or
  - becomes inoperable for any reason or fails to operate in accordance with the manufacturer's specifications.

We will pay if immediate arrangements were made to rectify or repair such Immobiliser, system or Security Device.

## Street parking

We will not pay any amount if the incident occurs when your Vehicle is regularly parked on the street overnight at your place of residence on more than 2 nights in any one period of a week being 7 consecutive nights.

#### Wilful and reckless acts

We will not pay any amount if the incident occurs during any wilful or reckless act by you or a listed Driver driving your Vehicle with your consent. This includes street racing, burnouts, donuts, driving into water of unknown depth and driving at excessive speed.

## Undamaged parts and panels

We will not pay for the replacement of undamaged parts including items that are part of a whole set when the loss or damage occurred to only part of that set (such as alloy wheels and tyres).

We will not pay for the painting of undamaged panels to match panels where the paint has deteriorated in any way including delamination, fading and chipping/scratching.

# General Conditions applicable to your Policy

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

We will only cover you if you comply with these general conditions as far as they apply to you, and you are not excluded from cover by application of the general exclusions. Other terms, conditions and exclusions may specifically apply to your Policy, and we will tell you and list them on the Schedule if they do.

#### Nominated Annual Distance Driven

Where you have selected and nominated a limit on the annual kilometres that you drive, we have provided you with a Premium to match the distance driven by your Vehicle.

By nominating the annual distance driven you have agreed to drive your Vehicle no more than the agreed kilometre limit.

This is the maximum distance you expect to drive during the Period of Insurance and it will be listed in the Schedule for each insured Vehicle.

#### You must:

- provide an accurate odometer reading at the commencement of your Policy for each insured Vehicle and, if we ask, when we vary your Policy, when you renew it, or if you lodge a claim;
- ensure you nominate an adequate kilometre limit for your Period of Insurance for each insured Vehicle: and
- regularly check your odometer to ensure your kilometre limit has not been exceeded on each insured Vehicle.

Please contact us if you want to increase your kilometre limit at any time during the Period of Insurance. We may charge an additional Premium for any increase in kilometre limit.

We will not refund Premium for any "unused" kilometres during the Period of Insurance and we will only reduce your Nominated Annual Distance Driven at renewal. "Unused" kilometres can also not be transferred to other Vehicles if you have listed multiple Vehicles in one Schedule.

We reserve the right to check the odometer reading you provide by:

- · inspecting your Vehicle;
- asking you to take your Vehicle to an agent that we choose, acting reasonably; and
- asking you for documents such as photographs, your Vehicle's service records or your registration inspection certificate.

We will not pay any claim where your Vehicle's odometer:

- has been tampered with, replaced or manipulated to alter the odometer reading;
- · is not working and you have not had it repaired; or
- has a reading that is less than the start odometer reading listed in the Schedule, unless you have notified us and explained why and we have agreed in writing to the explanation provided.

If at the time a claim occurs you have exceeded the Nominated Annual Distance Driven you have selected or you have failed to provide an accurate odometer reading we will charge you an additional Kilometre Excess. The additional Kilometre Excess payable will be listed in the Schedule.

#### Renewal

We will advise you in writing before expiry of the Policy whether we will offer you renewal and on what terms. 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 calculate 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 relevant Australian Standard; and
- 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.

## 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.

#### Learner Drivers

Cover for Learner Drivers is only available where you have Comprehensive Cover, only applies to motor vehicles and specifically excludes motorcycles and any vehicle for which we stipulate a minimum driver age. In these instances this will be noted against the vehicle on the Schedule.

Any person driving your Vehicle on a learner permit will only be covered whilst operating the declared Vehicle under instruction from an experienced, fully licensed Driver listed in the Schedule and declared to that particular Vehicle. Cover will be subject to the terms of this document and all cover ceases once the Learner Driver becomes provisionally licensed.

A Learner Driver Excess will apply when the motor vehicle is driven by the Learner Driver.

## Restricted registration

If we have accepted your Vehicle based on it being granted club, historic or other designated special limited use registration status by a relevant statutory body, we will show this status in the Schedule as restricted registration. You must only drive your Vehicle in accordance with the special registration or permit requirements or we will not pay a claim.

## 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 drive your Vehicle(s);
- where any driver or motorcycle rider licence is restricted, suspended, cancelled or special terms or conditions imposed;
- of particulars of any motor Accidents involving you or any person listed as a Driver in the Schedule;
- of particulars of any criminal offences for which you or any person listed as a Driver in the Schedule is charged or convicted of;
- of particulars of any conversion, alteration or Modification of your Vehicle from its maker's specifications. You must pay us any additional Premium if required;
- of any change in garaging or how your Vehicle is regularly kept overnight; or
- if any Immobiliser or security system 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 in the new Schedule we give to you.

## Notices and communications with you

Our communications with you about this Policy are entirely digital. By asking us to provide financial services to you (including by applying for a Policy), you agree to receive communications in digital form only (such as by email).

Any communication we send to you will be deemed to have been received at the time transmission is completed, except where the communication is sent out of normal business hours or on a day other than a business day, in which case the communication is deemed to have been given on the next business day.

It is important for you to tell us of any change of your contact details 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, acting reasonably, cancel your Policy, by giving you written notice, 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; or
- 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; or
- 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 the Your cooling off rights section in the PDS (which is on page 11), we will refund the unexpired portion of your Premium (excluding GST and government charges) within 15 Business Days.

However, if we pay your claim for a Total Loss, then your cover under your Policy ends and we are entitled to keep the full annual Premium for this Vehicle or deduct any Premium owing from the claim payment.

#### 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 Commonwealth of Australia and the Australian State or Territory in which your Policy was issued, and the parties agree to submit to the exclusive jurisdiction of the courts of that Australian State or Territory.

#### **GST & taxation**

GST refers to the goods and services tax which is the subject of A New Tax System (Goods and Services Tax) Act 1999.

The Premium on this Policy includes an amount for GST and if we pay a claim your GST status may determine the amount to be paid on the claim.

You must advise us if you are registered, or required to be registered, for GST purposes, and you must, when requested, tell us what your entitlement to input tax credits (ITCs) is for your insurance Premium.

When determining the amount to be paid for a claim under this Policy, any payment or supply we make to you for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for your claim will be calculated on the GST inclusive cost of your claim. In calculating such payment, we are entitled to reduce it by any ITC to which you are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments we make will not exceed the Agreed Value, limit or sub limit of liability, or other monetary limitation imposed or created by the Policy.

The Agreed Value, limits and/or sub limits of liability, or any other monetary limitations, are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

If you make a claim and we are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because you have not provided your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this Policy (even though you have not received the withheld amount).

## How you can pay your Premium

You can pay your Premium either annually in one amount using cheque, EFT, credit card, BPAY or in monthly instalments by debit or credit card.

## Credit card instalment payments

When you provide us with debit/credit card details to debit your instalment, you must ensure that you have the authority to use the nominated account. You are responsible for ensuring that your monthly instalment Premiums are paid. We will inform you if your monthly instalment Premium is unpaid. If any monthly instalment Premium remains unpaid for more than 30 days, we will cancel your Policy. If you change your debit/credit details you must contact us and provide new card details. Please call us if you are ever unsure about your monthly instalment Premium payments.

#### **Unpaid Premium**

If you have chosen to pay your Premium annually, your Policy will not operate until you have paid your Premium.

If you have chosen to pay your Premium by instalments and your instalment is not paid, we will not accept your claim if your instalment is 7 days overdue and we may cancel the Policy if your instalment is more than 1 month in arrears.

In the event of a Total Loss, any balance of the annual Premium will become due before settlement of the claims. Alternatively, it may be deducted from the settlement of your claim.

# Claims (what you must do)

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

#### Do not admit liability

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

## Third party

If a third party is involved, obtain full details of the third party.

#### Witnesses

Obtain any witness names, addresses and contact phone numbers.

## 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 system 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;
- any vehicle involved requires towing; or
- any person was injured.

#### Inform 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, acting reasonably, reduce what we pay to you to allow for any disadvantage we may have suffered because of the delay.

#### Obtain a quote from your 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. We may, acting reasonably, withhold or delay our consent. If you have Comprehensive Cover, you may authorise temporary and/or essential repairs up to a maximum of \$500.

## Make the Vehicle available for inspection

You must make your Vehicle available for our inspection at your choice of repairer. We reserve the right to, acting reasonably, 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, their 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.

## Co-operate and assist us

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

## Claims (what we will do)

We have the following responsibilities if you have an Accident or make a claim under this 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 and the registration of the other vehicle involved in the Accident, then you will not have to pay the Excess.

#### Standard Excess

The standard Excess applies to all claims made under this Policy and is listed in the Schedule. The standard Excess of each item shall apply cumulatively to each item insured under this Policy, if damaged in the same Accident.

#### Kilometre Excess

Kilometre Excess applies when, at the time of the Accident, the actual kilometres driven since the commencement of the Policy period exceed the Nominated Annual Distance Driven. This Excess is additional to the standard Excess and will be listed in the Schedule. Unless a higher amount is listed in the Schedule, this Excess is \$2,000.

#### **Driver age Excess**

Driver age Excess applies when a Driver, at the time of an Accident, is under the age of 25, listed in the Schedule and declared for the Vehicle involved in the Accident and we have agreed to pay the claim.

This Excess is additional to the standard Excess. Unless higher amounts are listed in the Schedule, the following age Excesses will apply:

- under 21 years of age \$1,000; and
- aged 21 to 24 years of age \$500.

#### **Driver inexperience Excess**

Applies when a Driver who is, at the time of an Accident, listed in the Schedule and declared for the Vehicle involved in the Accident, has held an Australian or New Zealand 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 listed in the Schedule, this Excess is \$500.

#### Learner Driver Excess

Learner Driver Excess applies when a Learner Driver is driving the motor vehicle at the time of the Accident and is accompanied by a listed Driver in the Schedule for the particular Vehicle. This Excess is additional to the standard Excess. Unless a higher amount is listed in the Schedule, this Excess is \$500.

#### Special imposed Excess

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 the Schedule.

#### **Custom paint Excess**

Custom paint Excess applies if the Schedule states that your Vehicle has been modified with custom paint or airbrush artwork. This Excess is additional to the standard Excess. Unless a higher amount is listed in the Schedule, this Excess is \$2,000.

#### 4-wheel drive Excess

4-wheel drive Excess applies when your Vehicle is a 4-wheel drive vehicle and has suffered Accidental loss or damage whilst being operated within any area other than a gazetted road. This Excess is additional to the standard Excess. Unless a higher amount is listed in the Schedule, this Excess is \$1,000.

#### **Test Driver Excess**

Test Driver Excess applies when the Vehicle listed in the Schedule, is for sale and is driven for the purpose of trying/testing the Vehicle prior to purchase by a test Driver who is an unlisted Driver, not declared to that particular Vehicle, but is accompanied by a listed Driver who is declared to that particular Vehicle.

Where the Vehicle is being driven by the test Driver at the time of the Accident, the test Driver Excess applies. This Excess is additional to the standard Excess. Unless a higher amount is listed in the Schedule, this Excess is \$500. Cover will be subject to the terms of this document.

### Deciding who is at fault

We will, acting reasonably, decide whether you or the Driver acting with your consent contributed to the cause of an Accident.

#### Choice of repairer

Should a dispute arise as to the cause of damage or the means of repair being quoted between Enthusiast and the nominated repairer, we reserve the right to, acting reasonably, settle the matter by cash payment to you. If, we offer to settle all or part of a claim by cash payment to you, we will give you a Cash Settlement Fact Sheet.

## Vehicle salvage

If your Vehicle becomes a Total Loss and is insured under 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 your damaged Vehicle is assessed by us, we may immediately, acting reasonably, 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(s) 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 right of recovery

We have the right to, acting reasonably, 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.

## Glossary (what these words mean

Certain words and phrases have a special meaning when they appear in this document (including the PDS and the Policy Wording Please refer to the glossary below so you can understand their meaning:

**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.

Agreed Value means the dollar value of your Vehicle inclusive of all its Modifications as listed in the Schedule and agreed to by us. The agreed value is determined at the beginning of the Policy and may be re-evaluated prior to each renewal.

Assetinsure is Assetinsure Pty Ltd (ABN 65 006 463 803.

Business Use means your Vehicle is insured when it is used:

- · for the purposes described in Private Use; and
- is registered for business use and/or is used for income producing purposes.

Comprehensive Cover means all covers of the Policy will operate, including any options you have chosen.

**Driver** means an operator(s) of your Vehicle and includes the rider(s) of a motorcycle, excepting that any person is excluded from driving under this Policy unless we have accepted them and they are listed in the Schedule as a driver.

Enthusiast is Enthusiast Underwriting Ptv Ltd (ABN 35142206746).

**Excess** is the amount listed 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.

**Family** means any of the following people who normally reside with you:

- your spouse or partner;
- your children, parents, grandparents, grandchildren, brothers or sisters; or
- your spouse or partner's children, parents, grandparents, grandchildren, brothers or sisters.

**flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- · a reservoir;
- · a canal; or
- · a dam.

**GST** is Goods and Services Tax.

Immobiliser means an electronic engine immobiliser that is self-activating, self-arming or passive-arming. It must 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 in the Schedule) and automatically activate shortly after the engine is switched off.

Laid Up means when your Vehicle is not in use and is:

- · located at the address listed for the Vehicle on the Schedule;
- · located at a garage or workshop for repair or other work; or
- · being loaded or unloaded for transport; or whilst being transported.

**Learner Driver** means any person driving on a learner permit in accordance with relevant state legislation.

Motor Sport means any form of motor vehicle or motorcycle racing or sport, whether formally or informally arranged or impromptu, including, but not limited to: racing, circuit racing, rallying, Bash Events, karting, demonstration, pacemaking, hill climbing, drifting, drag racing, speedway racing, reliability or regularity trial, speed time test, motorkhana, khanacross, touring assemblies, observed section trials, power cruises and off road events such as rock crawling or mud racing.

Market Value is our assessment, acting reasonably, of your Vehicle, trailer or replacement vehicle's value immediately prior to any loss or damage, using local market prices. 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: or
- restoration costs.

**Modification** means an alteration or addition to your Vehicle that alters its safety, performance, handling or appearance. Modifications include but are not limited to body, exhaust, transmission and suspension.

Nominated Annual Distance Driven, where you have agreed to and selected a vehicle usage that limits the annual kilometres that you drive and is the limit listed in the Schedule as the "Nominated Annual Distance Driven". This represents the total kilometres you are permitted to drive during the Period of Insurance. You can increase this limit at any time by contacting us.

**Period of Insurance** are the dates, listed 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 pay us for your insurance cover. It includes any compulsory government statutory charges, levies, duties and taxes where applicable.

**Private Use** means your Vehicle is insured when it is used 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; or
- · in connection with a private pooling arrangement.

#### Race Track means:

- a road or other surface which is used as a race track, Bash Event, speedway course or testing ground; or
- a public road (whether made or unmade) that, for the purpose of a Motor Sport event, has temporarily been closed for use by the general public.

Reasonable Parts Cost is 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.

**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 for which you may be liable under the rental car agreement.

Restricted Registration – Historic/Concessional/Conditional Registration means your Vehicle is insured when it is used in accordance with your state or territory's regulations for Restricted Historic Registration use.

Rider Apparel means any item/s of designed riding apparel or protective clothing worn or intended specifically for motorcycle riding. Includes helmets, including visor &/or radio communications, gloves, riding jackets, pants and boots.

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

**Security Device** is an Immobiliser, self-arming engine Immobiliser, kill switch, vehicle alarm or vehicle tracking device, rendering the vehicle inoperable or other anti-theft system fitted to your Vehicle which we may require.

**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 coerce, influence or intimidate any government and/or the public or any section of the public.

**Total Loss** is the sum insured for your Vehicle that we decide to pay you. This is usually when the cost of repairs to your Vehicles is more than the sum insured, less any amount we can obtain for the salvage of your Vehicle.

**Vehicle** means the motor vehicle(s), motorcycle(s) and/or trailer(s) described in the Schedule, including its standard tools, Modifications and/or appliances.

we, us, our means Enthusiast on behalf of the insurer, Assetinsure.

**you, your** means the person or persons named as the insured in the Schedule.



# Combined Financial Services Guide, Product Disclosure Statement and Policy Wording

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