One Underwriting Pty Ltd

# Securus Motor Vehicle Insurance

## Product Disclosure Statement and Policy Wording

**April 2024**

Arranged by One Underwriting Pty Ltd
ABN 50 006 767 540 AFSL 236 653

ONEHDISMV0424-2

one UNDERWRITING

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# About this document

In this document, the Insurer, HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS Licence number 458776) acting through their agent, One Underwriting Pty Ltd (ABN 50 006 767 540 AFS Licence number 236653) confirms that in return for payment of the **Premium** shown in the **Policy Schedule**, the Insurer has agreed to insure **You**, in accordance with the **Policy** Wording attached to this insurance.

In accepting this insurance, the Insurer has relied on the information and statements that **You** have provided on the Proposal Form (or electronic declaration) the date of which is stated in the **Schedule**. **You** should read this **Policy Schedule** carefully and if it is not correct contact One Underwriting Pty Ltd. It is an important document and **You** should keep it in a safe place with all other documents relating to this insurance. Throughout this document, certain words appear in **bold** type, these words have special meaning. These meanings are set out in the Definitions section beginning at page 6.

This **Policy** is issued by One Underwriting Pty Ltd in accordance with the authority granted to them by the Insurer. Securus Motor Vehicle Insurance (Version 18.07.24) provides the following significant benefits:

- Four (4) year new vehicle replacement benefit
- Lifetime guarantee on authorised repairs
- **Agreed Value** cover or (**Market Value** cover at **Your** option and **We** agree)
- Essential temporary repairs
- Courtesy vehicle benefit after theft or **Accident**
- **Premium** reductions through flexible **Excesses** (at **Your** option and **We** agree)
- **You** will not have to pay an **Excess** if **You** can identify the **At Fault** party in an **Accident** (refer to Definitions page 6)
- Collectable caravan (optional cover) and trailer cover
- Accommodation and travelling expenses following an **Accident**
- Limited usage discounts (at **Your** option)
- Windscreen or window glass cover
- Towing costs
- Cover for Personal Property damaged in an **Accident** or loss
- Riding apparel cover

An explanation of these benefits and limits and conditions which may apply to them are set out in the Policy. This PDS & Policy Wording number ONEHDISMV0424-2 was prepared on 18th July 2024.

# Section 1: Introduction & Information

## Our Product Disclosure Statement

This **Policy** document is a combined **Policy** Wording and a Product Disclosure Statement (PDS).

A PDS is a document that contains information designed to help **You** decide whether to buy the **Policy** and to enable **You** to compare this product with other insurance policies. This document also contains important information about **Your** rights and obligations including **Your** Cooling off rights. The terms and conditions of **Your** insurance are contained in the **Policy** Wording.

Also set out in this document is information explaining the relationship between One Underwriting Pty Ltd (ABN 50 006 767 540, AFS Licence Number 236653) and the Insurer of this product.

## Who is the Insurer

The Insurer of this Policy is HDI Global Specialty SE acting through its– Australian branch (ABN 58 129 395 544, AFS Licence number 458776) with its principal place of business in Australia at Level 19, 20 Martin Place, Sydney, NSW, 2000 herein after referred to as the "Insurer". The Insurer is regulated by the Australian Prudential Regulation Authority ("APRA").

HDI Global Specialty SE is registered in Germany, with its registered office at HDI-Platz 1, 30659 Hannover, Germany with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

## General Insurance Code of Practice

The Insurer is a signatory to the General Insurance Code of Practice (the Code). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code of Practice and Code Governance Committee (CGC) visit insurancecode.org.au.

## The Insurers Agent

One Underwriting Pty Ltd can issue, vary, renew, and cancel this **Policy** under a binding authority given to it by the Insurer. The binding authority allows One Underwriting Pty Ltd to enter into contracts of insurance on behalf of the Insurer.

This means that the insurance **Policy** issued to **You** by One Underwriting Pty Ltd is binding on the Insurer as if it the Insurer had issued the Policy itself.

Contacting One Underwriting in Australia:
One Underwriting Pty Ltd Level 50, 80 Collins Street
Melbourne VIC 3000
Telephone 1300 000 663

## About the Available Covers

**Your Policy** provides cover for and arising from the use of **Your Vehicle**. Cover is provided under three sections:

- Loss or damage to **Your Vehicle**;
- Third party property damage cover; and
- Additional benefits/Optional Extensions

**The following Additional Benefits are included in the cover provided under the Policy:**

- Four Year New **Vehicle** Replacement benefit (page 24)
- Reasonable Towing and Storage Costs (see page 26)
- Trailer Cover (see page 26)
- Accommodation and Travel up to a maximum of $5,000 (see page 26)
- **Personal Property** up to a maximum of $5,000, $2,500 any one item (see page 26)
- **Courtesy Vehicle** after **Accident** or theft up to $250 per day to a maximum of $5,000 (where **Your Vehicle** is insured for Daily Use only), or where **We** arrange a **Courtesy Vehicle** and **You** utilise **Our** approved repairer for up to 90 days. This benefit does not apply to windscreen or glass only claims (see page 26)
- Change of **Vehicle** or Additional **Vehicle** (see page 27)
- Windscreen and Window Glass Damage only (see page 27)
- Windscreen and Window Glass Chip and Crack Repair (see page 27)
- Riding Apparel up to a maximum of $3,000 (see page 25)
- Cover for declared **Accessories** and **Modifications** (see page 22)
- Replacing, recoding, rekeying of locks up to a maximum of $5,000 (see page 25)
- Automatic coverage for 14 days on newly acquired Vehicles **(see page 27)**
- Loan Vehicle Excess Gap (see page 26)

Optional and Additional Benefits (where **We** agree) are:

- Vehicle Collection – tailored cover for a collection of **Vehicles** with a limited number on road at any one time (see page 30)
- Laid Up Cover – for **Vehicles** under restoration or storage (see page 29)
- Limited Kilometre Use Premium discounts where annual kilometres travelled is under 8,000km or under 4,000km or under 1,000km **(page 30)**
- Collectible Caravan Cover and Trailer cover (see page 29)
- Salvage Rights for Vehicles older than 25 years (page 27)

Refer to the **Policy** Wording for full terms, conditions, exclusions and limits that apply)

The “Loss or damage to **Your Vehicle**” section provides cover for:

- **Accidental** loss or damage to **Your Vehicle** up to the **Insured Value** as shown on **Your Policy Schedule.**

The above is a general summary of the cover only and should not be relied on as a full description of the cover provided. Please refer to the **Policy** Wording for the full terms, conditions and exclusions.

The “Third party property damage” section provides cover for:

- Your legal liability (up to $20 million each **Insured Event** including legal defence costs), for damage to other people’s property as a result of an **Accident** caused by **Your Vehicle** which is **Your** fault.

## Important Information

This **Policy** sets out the cover **We** are able to provide **You**. **You** need to decide if the limits, type and level of cover are appropriate for **You** and will cover **Your** potential loss. If they are not, **You** may be underinsured and have to bear part of any loss **You** are not covered for **Yourself.** Any advice provided throughout this document is of a general nature and does not take into account **Your** individual circumstances,

**You** need to ensure the appropriateness of this product for **Your** needs. **You** should also read the GST Notice to understand how GST is applied to a claim.

If **You** have any queries, want further information about the **Policy** or want to confirm a transaction, please refer to **Our** contact details provided.

There are some events, circumstances and situations this Policy does not cover. **We** may also impose special conditions on **Your Policy** which may restrict cover or provide an extension of cover for certain persons or periods of time. Any special conditions and/or any endorsements will be listed on **Your Policy Schedule**.

Some examples of what **You** are not covered for include:

**Drivers:**

- when the driver of **Your Vehicle** is aged under 25 or over 80 (motorcycles 70 years or as otherwise shown on **Your Policy Schedule**);
- any driver not shown on **Your Policy Schedule** where **Your Policy Schedule** shows a **Restricted Driver** endorsement;
- whilst **Your Vehicle** is driven with **Your** consent by someone who is unlicensed or someone who has not held an Australian driving licence for at least 5 years;
- when **You** or someone with **Your** permission drives **Your Vehicle** with a percentage of drug or alcohol in their breath, saliva or blood, indicated by analysis of their breath, saliva or blood, exceeding that allowed by law. Or who subsequently refuses a request from a person with legal authority to take a legal test for alcohol or drugs;

**In respect to inadequate safeguarding of Your Vehicle:**

- When **Your Vehicle** is required to be Garaged overnight (or as otherwise specified and shown on the **Policy Schedule**) and **You** have not done so.
- In respect to theft or attempted theft, **Your Vehicle** must be locked inclusive of doors and windows with any keys removed and alarms or other security features enabled (in all circumstances when unattended) and **You** have not done so.
- If **You** offer **Your Vehicle** for private sale, and **You** do not accompany any prospective purchaser on a test drive and (ensuring they meet the **Policy** requirements regarding age or driver restrictions).
- Where safe circumstances allow, and **You** do not take reasonable steps to move **Your Vehicle** from possible harm in the event of flood, fire or other weather perils such as hail.
- when **Your Vehicle** is used in an unroadworthy or unsafe condition;
- Loss, damage or liability from an act of terrorism.

To make sure **You** are aware of all exclusions please carefully read the Definitions on pages 10 to 13 and the Policy Wording beginning on page 21.

## Maintaining Your Vehicle

During the **Period of Insurance You** must use best efforts to ensure **You** maintain **Your Vehicle** in a standard to meet roadworthy condition ensuring that tyres meet the minimum depth of tread indicators and that brakes and lights are operational. If **Your** lack of maintenance/roadworthiness causes or contributes to an **Accident We** may reduce or refuse a claim, acting reasonably. **You** should also ensure regular maintenance of water drainage channels to windscreen, windows and sunroof to prevent water build up into **Your Vehicle.**

## Excess

Please read the **Policy** Wording carefully for full details about making a claim on page 17. An Excess is an amount **You** must pay towards each claim.

**Your Excess** will be determined on an individual basis based on the information in **Your** completed Proposal. The applicable **Excess**es are set out in **Your Policy Schedule**. Where more than one **Excess** is shown on **Your Policy Schedule**, these should be considered as cumulative.

**There are four types of Excess:**

- Basic **Excess** – this is the amount **You** must pay towards each claim (this **Excess** is reduced to NIL on the first claim for windscreen or window glass damage only for each **Period of Insurance**).
- **Excepted Person Excess** – this is an additional **Excess** of $500 **You** must pay towards each claim which involves an **Excepted Person** not shown on **Your Policy Schedule.** This **Excepted Person Excess** does not apply on a **Policy** which is subject to the **Restricted Driver** endorsement where all drivers must be shown on **Your Policy Schedule** to be covered under **Your Policy**.
- Imposed **Excess** – this is an **Excess**, which only applies to specific persons or specific events if shown on **Your Policy Schedule**.

- Voluntary **Excess** – this is an increased **Excess** which **You** have requested to obtain a **Premium** discount. This is the first amount **You** must pay towards each claim (this **Excess** is reduced to NIL on the first claim for windscreen or window glass damage only for each **Period of Insurance**).

In the event that a claim is made under **Your Policy**, **We** will notify **You** of any **Excess** payable and, if relevant, provide instructions on how the **Excess** is to be paid.

**We** will not require any **Excess** if:

- **You** can provide **Us** with the name and address or other information leading to the identification of a third party alleged to be at fault in respect of the **Accident**; and
- **We** agree, based on corroborating evidence and reasonable interpretation of that evidence, that the **Accident** that led to the claim was entirely the fault of that third party.
- However, in circumstances where **We** may have previously waived an **Excess** based on **Our** reasonable interpretation of evidence as provided by **You**, **We** reserve the right to reinstate any **Excess** applicable as shown on **Your Policy Schedule** where **Our** initial decision is subsequently unsupported by **Our** reasonable interpretation of contradictory evidence.
- Subsequently an **Excess** will not apply if:

  i. A valet was parking **Your Vehicle**; or

  ii. the loss or damage occurred whilst **Your Vehicle** was being repaired or serviced; or

  iii. As the result of an act of domestic violence, **We** will waive any **Basic Excess** applicable to this **Policy** where a claim results from loss or damage due to a deliberate act of a current or former spouse or partner of **You**, or another person specified as an approved driver on **Your Policy Schedule**, provided the event has been reported to the police as soon as practicable.

## Understanding Your Policy

To properly understand this **Policy**'s significant features, benefits and risks **You** need to carefully read:

- about each of the available types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings - see the "Definitions" section found on pages 10-13);
- "Special Conditions" section found on pages 16-17, "Section 3: Conditions & Exclusions" pages 33-35 and "Making a claim" section found on page 17 (these set out certain obligations that and **We** have. If **You** do not meet them **We** may be able to refuse to pay a claim; and
- "Important terms and conditions" found on page 13 which contains details regarding important information on **Your** duty to take Reasonable Care not to Misrepresent, **Our** Privacy Policy and **Our** dispute resolution process.
- and complete **Our** proposal where **We** agree with **You** on such things as the **Period of Insurance**, **Your Premium**, what property is to be covered.

## Factors that affect Your Premium

The base **Premium We** charge varies according to the information **You** provide in the proposal and the level of cover **You** select. The following table is a guide to how some of these factors combine and may impact upon the assessment of risk, and therefore the amount of **Your Premium**.

| Factor | Low Risk - Reduces Premium | High Risk - Increases Premium |
|---|---|---|
| State where Vehicle Garaged | TAS, WA, SA, NT | NSW, VIC, QLD |
| Region | Country | Metropolitan |
| Type of Vehicle | Classic, Vintage or Veteran | Prestige, Modified or High Performance |
| Sum Insured | Lower Value | Higher Value |
| Vehicle Use | Limited Use | Commuting and/or Business Use |
| Age/Experience of Driver(s) | Older or more experienced | Younger or less experienced |
| Claims History | Low frequency of claims | High frequency of claims |

In some cases discounts may apply if **You** meet certain criteria **We** set. **You** will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) plus any additional charges **We** tell **You** about. **We** tell **You** the total **Premium** payable when **You** apply and if **You** effect cover, the **Premium** due will be confirmed in **Your Policy Schedule**.

Note that if **Your Premium** is not paid by **Yourself** when it is due this may result in **Our** refusal to pay a claim.

## How do I apply for cover?

**Read this document carefully**

It explains the cover provided, limitations and exclusions.

**Fill in and sign the proposal**

The proposal whether completed verbally, online via our website or by hand tells Us information which **We** need to know in order to decide whether to offer **You** insurance, the **Premium** to be charged, any **Excess** applicable to any claim and whether any special conditions should be imposed on **Your Policy**.

Before **You** fill in the proposal read all notices carefully including this Product Disclosure Statement (PDS), **Policy** Wording and any Supplementary PDS (SPDS). **You** should understand **Your** duty to take Reasonable Care not to Misrepresent contained under the section "Important Terms and Conditions" on page 13.

Based on the completed proposal **We** will tell **You** if **We** agree to cover **You**. If **We** do, **We** will issue **You** with a **Policy Schedule** setting out details of the cover provided to **You** under the **Policy**. **We** will also issue **You** with a **Quotation** or **Policy Schedule** which may include a statement of facts that **You** have provided **Us** with, this forms part of **Your** completed proposal and reflects **Our** understanding of what **You** have told **Us** under **Your** duty to take Reasonable Care not to make a Misrepresentation to **Us**.

**After Your Policy cover has begun – Notification of Changes Materially Affecting the insurance**

**You** need to notify the **Us** in writing as soon as reasonably practicable of any **Material Change** varying any facts or circumstances existing at the commencement of the **Period of Insurance**, including changes in the information contained in **Your** original proposal to **Us** and show on **Your Policy Schedule**.

**We** will not indemnify **You** against the risks arising from the **Material Change/s** unless, before such Damage, Property Damage or Injury occurs**, We** have agreed in writing to extend the **Policy** to include these risks.

Following **Your** notification to **Us** of such **Material Change/s**, **We** shall have the right to vary the Sums Insured, **Excess**, **Premiums** or the terms of the **Policy.**

Common examples of **Material Change/s**: additional drivers, change in garaging locations , change of **Vehicle** use declared to **Us** such as driving **Your Vehicle** daily where previously **You** declared Limited Use only.

**Joint Policyholders**

If **Your Policy** is insured in more than one name, each named party shall have the ability to make changes to **Your Policy** with **Our** agreement.

**We** will treat any act, omission, statement, claim or cancellation made by one party as being made by all of those persons named on the **Policy**.

Keep in a safe place:

- This document
- And **Your Policy Schedule**.

Please read both carefully and if **You** need help, please contact **Your** insurance broker or One Underwriting Pty Ltd.

**Renewal Procedure**

Before the **Policy** expires, **We** will advise **You** whether **We** intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing the cover to ensure that the details are correct. Please read about "Your duty to take Reasonable Care not to Misrepresent" under the section "Important Terms and Conditions" on page 13.

## Definitions

**Accessories** means only those **Accessories** included in the definition of **Vehicle** below.

**Accident** means an unforeseen or unintended happening, with **Accidental** having a corresponding meaning.

**Agreed Value** means the value of **Your Vehicle** agreed by **Us** and **You**, and stated on **Your Policy Schedule**.

**At Fault** means that **You** were responsible for an **Insured Event** or where **You** are unable to provide sufficient details for **Us** acting reasonably, to identify the responsible party.

**Authorised Driver** means any person named on **Your Policy Schedule** as such. Or a person not named on the **Policy**

**Schedule** who is within the **Prescribed Age** range limitations shown on the **Policy Schedule** who may drive **Your Vehicle** on not more than six (6) occasions throughout the **Period of Insurance**, other than where **Your Policy Schedule** states drivers are restricted to those named only.

**Business Use** means inclusive of **Private Use Your Vehicle** is declared and used in connection with **Your** business or occupation, other than the carriage of goods or persons for payment or hire.

**Ceramic Coating** means a liquid polymer sealant that chemically bonds professionally applied to **Your Vehicle's** factory paint, creating a layer of protection from UV rays, chemical stains and etching. Ceramic Coating is not **Paint Protection Film (PPF)** or Vinyl wrapping of **Your Vehicle**.

**Communal Garage** means a shared parking arrangement which has four solid walls and roof inclusive of any entry and exit points which are secured by locking mechanisms with restricted public accesss.

**Employee** means any person under a contract of service or apprenticeship with **You**, person employed by labour only sub-contractors, self-employed person, person hired to or borrowed by **You**, person undertaking study or work experience, voluntary work or youth training scheme with **You**.

**Excess** means the amount which is payable by **You** in relation to any claim and is set out in the **Policy Schedule**.

**Excepted Person** means a person driving **Your Vehicle** who at the relevant time is:

- A member of the motor trade or a motor engineer for the purposes of overhaul, upkeep, repair or;
- A domestically employed nanny or chauffeur who is not nominated on the **Policy Schedule**;
- An Employee of any parking station for the purpose of parking;
- Under or over the **Prescribed Ages** shown in **Your Policy Schedule** and is driving **Your Vehicle** in an extreme medical emergency in which case the onus of proof will be on **You** to substantiate the necessity for **Your Vehicle** to be driven by or be in the control of a person other than **You** or an **Authorised Driver;**
- Learner Drivers - for the purpose of unpaid instruction, provided that:

  a. They hold an appropriate Learner Driver permit;

  b. They drive **Your Vehicle** under the instruction of a fully licensed **Authorised Driver** noted on **Your Policy Schedule**.

  c. The **Vehicle** being driven by the Learner Driver does not exceed $300,000 in **Agreed Value** as shown on **Your Policy Schedule** or in the case of **Market Value** the purchase price of the vehicle did not exceed $300,000.

**We** will not provide cover once the Learner driver obtains the appropriate drivers licence or permit and is aged under minimum **Prescribed Age** shown on **Your Policy Schedule**.

An **Excepted Person** provision does not apply where the **Policy** is subject to the **Restricted Driver Policy** Clause.

**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. a lake (whether or not it has been altered or modified);

b. a river (whether or not it has been altered or modified);

c. a creek (whether or not it has been altered or modified);

d. another natural watercourse (whether or not it has been altered or modified);

e. a reservoir;

f. a canal;

g. a dam.

**Forcible** or **Violent** means that there must be physical evidence demonstrating theft or an attempt at theft with an item other than a key.

**Garage** (with **Garaged** having a corresponding meaning) means a lockable area of four solid walls and roof inclusive of any lockable doorways of entry and exit. It includes a **Communal Garage** but does not include a carport.

**Insured Event** means any event or incident where **Your Vehicle**:

a. Is involved in an Accident and is damaged;

b. Is stolen;

c. Suffers **Malicious Damage**.

**Insured Value** means either **Market Value** or **Agreed Value**, whichever is specified in the **Policy Schedule**.

**Malicious Damage** means damage intentionally done to **Your Vehicle** by someone else without **Your** consent.

**Market Value** means the amount required, net of GST and stamp duty, to purchase a **Vehicle** and **Accessories** substantially the same as **Your Vehicle** immediately before the **Insured Event**, taking into account its make, model, series, age, kilometers travelled, condition and location.

**Material Change** means a substantial change in circumstances increasing the risk to the Insurer. Examples of material changes: additional drivers, changes to garaging type/location, change of use, changing from private to business use. Examples of non-material changes: repainting **Your Vehicle** (unless it is being replaced with custom paintwork or airbrushing), **You** drive **Your Vehicle** less than **You** declare to **Us**, **You** increase the security or parking specifications as declared to **Us**.

**Modified** (with **Modifications** having a corresponding meaning) means that **Your Vehicle** has alterations to the engine, drive-train, suspension or wheels other than by the manufacturer's design.

**Paint Protection Film (PPF)** is a film applied to **Your Vehicle** (in part or whole), it may be otherwise known as Clearbra which is virtually invisible and applied to the surface of **Your Vehicle** offering impact protection, minimising scuffs, scratches and rock chips to **Your** paintwork. PPF is not a Vinyl Wrap which is typically applied to **Your Vehicle's** exterior for aesthetic reasons.

**Period of Insurance** means the period during which this **Policy** is current and is shown on **Your Policy Schedule** as the dates between inception and expiry of the **Policy**. If this **Policy** is cancelled, **the Period of Insurance** terminates when the cancellation becomes effective.

**Personal Property** means personal portable goods kept within **Your Vehicle** and not permanently affixed.

**Policy** means **Our** contract with **You**, which is comprised of:

- **Your Policy Schedule**;
- this Product Disclosure Statement and **Policy Wording**; and
- any variations or changes to the above which occur either before or during the **Period of Insurance** which **We** agree in writing with **You**.

**Premium** means the amount **We** tell **You** that **You** must pay **Us** for **Your Policy**, including stamp duty, goods and services tax (GST) and other government charges and as shown on **Your Policy Schedule**.

**Prescribed Age** means the age shown on **Your Policy Schedule** that any **Authorised Driver** must be, to be covered under this **Policy**.

**Private Use** means **Your Vehicle** is used solely for domestic and pleasure purposes and includes commuting to and from **Your** place of work.

**Reasonable Cost** means for the purposes of determining what **We** will pay for repairs to **Your Vehicle**, is the cost to return **Your Vehicle** to a condition substantially the same as, but not better than, its condition before it was damaged up to the maximum amount payable by **Us**. In considering what is **Reasonable Cost**, **We** will instruct the repairer to use new parts or parts consistent with the age and condition of **Your Vehicle**.

**Reckless Act** means **You** or a person driving with **Your** express or implied consent engages in an unlawful act or which would be reasonably foreseeable to result in loss or damage. Such acts may include (but not limited to) breaking traction (burnouts), using a mobile phone, speed in excess of the posted limits, knowingly driving into flood water or operating **Your Vehicle** in an overloaded or unsafe manner.

**Restricted Driver** means where shown on **Your Policy Schedule** only drivers shown on **Your Policy Schedule** are covered to drive **Your Vehicle;** however, this does not apply to members of the motor trade, motor engineers or an employee of a parking station for the purposes of overhaul, upkeep, repair or parking **Your Vehicle**.

**Policy Schedule** means the most current **Policy Schedule** issued to **You** by **Us**. It shows **Your Policy** number and other details of cover particular to **You**.

**Total loss** means the cost of repairs, plus the salvage value of the insured **Vehicle**, exceeds the **Market Value** of **Your Vehicle** taking into account State and Territory legislation relevant to this determination. **Total Loss** includes where **Your**

**Vehicle** is reasonably abandoned because **Total Loss** seems unavoidable or could not be avoided without incurring costs in excess of the **Vehicle's** estimated repair value.

**Unattended** means any time when there is no person in **Your Vehicle** which is left unlocked and/or the installed security devices not deployed.

**Usual Overnight Parking Address** means the address **You** have declared to **Us** as where **Your Vehicle** is parked overnight and shown on the **Policy Schedule**.

**We**, **Our** or **Us** refers to One Underwriting Pty Ltd as Agent for the Insurer.

**You** or **Your** refers to the person or persons named as the insured on the **Policy Schedule**.

**Vehicle** is the **Vehicle** described on **Your Policy Schedule**. It includes **Accessories** and equipment, which were attached, fixed to or inside **Your Vehicle** at the time it was sold as new to **You**. It also includes any other **Accessories** and equipment attached, fixed to or inside **Your Vehicle**, where they are specified on **Your Policy Schedule**.

## Important Terms and Conditions

**Your Duty to take Reasonable Care not to Misrepresent**

**You** have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the **Policy**. This means that it is essential that **You** respond to specific questions that **We** ask honestly and to the best of **Your** knowledge, including where **We** ask **You** to confirm or update information that You have previously given to **Us** when entering into, varying, extending or renewing the **Policy**.

For example this will include **You** or any other persons to be covered under this **Policy** and their driving record, claims (or incidents unclaimed or uninsured for), criminal and insurance history. This duty also extends to, but not limited to how **Your Vehicle** is **Garaged**, registered or used in frequency and nature of use for example **Private Use**, **Business Use** or otherwise.

To assist **You** with providing **Us** with honest and accurate responses to any questions **We** ask of **You**, **We** have endeavoured to ensure that any question **We** ask is clear and easy to understand.

Further, where possible, **We** have also included examples of the types of responses **We** are looking for when asking a particular question. If **You** are unclear of any particular question or would like **Us** to explain it to **You**, please get in touch with **Us** and **We** will explain this to **You**.

In determining whether **You** have fulfilled this duty to take reasonable care not to make a misrepresentation to **Us**, **We** will consider all of the relevant circumstances of a particular case. If **You** do not respond honestly and accurately to specific questions that **We** ask, **We** may (acting reasonably) cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both. It is therefore vital that **You** be honest and specific in **Your** responses. If **Your** failure to tell **Us** is fraudulent, **We** will refuse to pay a claim and treat the **Policy** as if it never existed (this does not mean that **We** will refund any **Premiums** that **You** have already paid).

## Privacy Consent and Disclosure

In this statement "**We**", "**Us**" and "**Our**" means HDI Global Specialty SE - Australia and One Underwriting Pty Ltd as its agent.

**We** are bound by the obligations of the Privacy Act 1988. This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

**Our** Privacy Policy, available for HDI Global Specialty SE – Australia at https://www.hdi-specialty.com/int/en/legals/privacyPrivacy-Notice or, for One Underwriting Pty Ltd at https://oneunderwriting.com.au/privacy setting out how:

- **We** protect **Your** personal information;
- **You** may access **Your** personal information;
- **You** may correct **Your** personal information held by **Us**;
- **You** may complain about a breach of the Privacy Principles or Registered Privacy Code and how **We** will deal with such a complaint.

**We**, and **Our** agents, need to collect, use and disclose **Your** personal information in order to consider **Your** proposal for insurance and to provide the cover **You** have chosen, administer the insurance and assess any claim. **You** can choose not to provide **Us** with some of the details or all of **Your** personal information, but this may affect **Our** ability to provide the cover, administer the insurance or assess a claim.

**We** may also use **Your** personal information to help to develop and identify products and services that may interest **You**, conduct market or customer satisfaction research, develop, establish and administer alliances and other arrangements with external organisations in relation to the promotion, administration and use of **Our** respective products and services. **You** can choose not to receive this information from **Us** (including product or service offerings from Us or on behalf of **Our** affiliates and business partners) or related bodies by contacting **Our** Privacy Officer on 1300 000 663.

**We** may disclose **Your** personal information to third parties who assist **Us** in providing the above services. These parties (which include **Our** related entities, distributors, agents, insurers (including reinsurers) and service providers) will only use the personal information for the purposes **We** provided it to them for (unless otherwise required by law). In addition, **We** may also disclose personal information to third parties such as **Our** contractors, agents and service providers when **We** outsource certain functions, including market research and claims handling. This would also include **Our** third party storage providers whom **We** may use from time to time to store information physically or electronically. **Our** affiliates and third parties may be based locally or they may be overseas where **We** have a presence or engage such parties, including but not limited to the United States of America, United Kingdom, European Union, Singapore, India and the Philippines.

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from **Your** representatives or co- insureds). If **You** provide information for another person **You** represent to **Us** that:

- **You** have the authority from them to do so and it is as if they provided it to **Us**;
- **You** have made them aware that **You** will or may provide their personal information to **Us**, the types of third parties **We** may provide it to, the relevant purposes **We** and the third parties **We** disclose it to will use it for, and how they can access it. If it is sensitive information **We** rely on **You** to have obtained their consent on these matters. If **You** have not done or will not do either of these things, **You** must tell **Us** before **You** provide the relevant information.

Further information about **Our** Privacy Policies are available at:

- For HDI Global Specialty at https://www.hdi.global/en-au/legal/privacy/ or by contacting HDI Global Specialty on (02) 8373 7580
- For One Underwriting Pty Ltd at http://oneunderwriting. com.au/Contact-Us or by contacting One Underwriting Pty Ltd on 1300 000 663

**Contact Us and Opting Out**

If **You** have a complaint about a breach of **Your** privacy, wish to withhold **Your** consent (opt out) of providing consent to any of the uses of **Your** information mentioned above including receiving additional offers of products or services from **Us**, or have any other query relating to **Our** Privacy Policy, contact **Our** Privacy Officer on 1300 000 663.

## Cooling off period

**You** may cancel and return **Your Policy** by advising One Underwriting Pty Ltd in writing within 21 days after the start of the **Period of Insurance**, provided that no right or power under **Your Policy** has been exercised (e. g. no claim has been made). If **You** do this, **We** will cancel the **Policy** and refund **Your Premium**. After the cooling off period **You** still have cancellation rights - see "**Your** cancellation rights" in this section.

**Confirmation Facility**

**You** may obtain confirmation of any **Policy** transaction by contacting One Underwriting Pty Ltd at;

Level 50, 80 Collins Street
Melbourne VIC 3004
Telephone: 1300 000 663
Email: motorsolutions@oneunderwriting.com.au

**When does the insurance cover begin?**

The insurance begins on the date stated on **Your Policy Schedule**, this will usually be the same date as **Your Policy Schedule** unless **You** specifically advise **Us** that another date is required.

If **We** agree to vary **Your Policy**, the variation will operate from the date **We** tell **You**, but only if **You** pay any additional **Premium** (if applicable) that **We** require in relation to that variation in accordance with **Your** instructions.

**When does the insurance cover end?**

The **Period of Insurance** ends on the expiry date stated on **Your Policy Schedule** at 4pm local time. It may however end before the expiry date on **Your Schedule** if:

- **We** cancel **Your Policy**;
- **You** cancel **Your Policy**; or
- **We** pay a claim for the total **Insured Value** of **Your Vehicle**.

## Cancellation

**Cancellation by Us**

**We** may cancel **Your Policy** only in accordance with the Insurance Contracts Act 1984, including where **You** fail to comply with a provision of **Your Policy**. **We** will do so by informing **You** about the cancellation, any refund of balance of any **Premium** paid by **You** and the date when **Your** cover ends with **Us**.

**Cancellation by You**

**You** may cancel **Your Policy** by giving **Us** a written notice.

On receiving the written notice, after deducting an amount for the period of cover given to **You**, **We** will charge **You** a cancellation fee of $30 plus the applicable government charges for each vehicle **You** cancel. If there is more than one **Vehicle** on **Your Policy** which **You** cancel, the most **We** will charge **You** is $60 plus the applicable government charges.

A cancellation fee will not apply if;

- **You** are transferring cover to a newly purchased **Vehicle**;
- **You** cancel the **Policy** within the Cooling Off period;
- **We** cancel the **Policy**.

After **We** deduct the cancellation fee **We** will then refund to **You** the balance of any **Premium** paid by **You** plus the applicable government charges where **We** can do so by law. If the refund amount is less than the cancellation fee, **We** will not issue a refund and not charge **You** any additional amount to cover the difference.

**Cancellation after Policy has been exercised**

If any claim has been accepted by **Us** during the **Period of Insurance**, **You** must pay the full annual **Premium** and **You** will not be entitled to any refund of **Premium** for the **Vehicle** which was the subject of such claim in the event of the **Policy** being cancelled.

**Premium**

**Premiums** are payable on an annual basis either:

- At inception of **Your Policy** or on a variation to **Your Policy**; or
- Otherwise as **We** mutually agree.

If **Your Vehicle** is a **Total loss**, any outstanding **Premium** will be deducted by **Us** from the amount payable to **You**.

**Adjustment of Premium after renewal**

Where a claim has occurred in the previous **Period of Insurance** and **You** do not notify **Us** of such until after **We** have offered **You** renewal for the current **Period of Insurance**, then **You** must pay any additional **Premium** which would have been applicable had **We** been aware of such claim prior to offering renewal of the **Policy**. This does not diminish any other rights **We** have, including those under **Your** duty to take Reasonable Care not to Misrepresent. **We** shall act reasonably and inform **You** of any adjustments without delay and the reasons for such.

**Other Costs, Fees and Charges**

Other costs, fees and charges which may be applicable to the purchase of **Your Policy** include:

- Administration Fee - **We** and/or **Your** broker or insurance intermediary may charge an administration fee for issuing or altering (referred to as an Endorsement) **Your Policy**. Administration Fees are not refundable in the event of a **Policy** cancellation outside of the Cooling Off Period. For details of **Your** administration fee please refer to **Your Policy Schedule**, or contact **Your** broker or insurance intermediary directly;

- Cancellation Fee - Please refer to the "Cancellation by **You**" section of the Product Disclosure Statement for details about the applicable cancellation fee;
- Commissions - **Your** broker or insurance intermediary may receive a commission payment from **Us** when **Your Policy** is issued and renewed. If **You** cancel **Your Policy,** this commission payment may be non-refundable. For details of the relevant commission paid, please refer to **Your Policy Schedule**, or contact **Your** broker or insurance intermediary directly.

## The effect of claims to Your Policy renewal

Making a claim on **Your Policy** may affect the **Premium We** offer **You** on a subsequent renewal invitation in the following circumstances:

**You** were responsible for an **Insured Event** or where **You** are unable to provide sufficient details for **Us** acting reasonably, to identify the responsible party; or

**Your** claim during the previous **Period of Insurance** under **Your Policy** was for damage to **Your** windscreen or external **Vehicle** glass.

## Special Conditions

Some of the following conditions or clauses may be noted or imposed on **Your Policy Schedule**, it is important that **You** understand their meaning and any requirements that **You** must be aware of, to be covered.

**Security**

Section 2 of the **Policy** specifies **Your Vehicle** must be locked with all keys and access cards removed from the **Vehicle** and any security device attached to **Your Vehicle** must be activated when **Your Vehicle** is not being driven.

**Authorised Drivers**

Section 2 of the **Policy** Wording specifies only drivers:

- advised to **Us**, agreed to by **Us** in writing and listed in **Your Policy Schedule**, or
- a person not named on the **Policy Schedule** who is within the **Prescribed Age** range limitations shown on the **Policy Schedule** who may drive **Your Vehicle** on not more than six (6) occasions throughout the **Period of Insurance**, or
- where **Your Policy Schedule** states drivers are restricted to those named.

**Vehicle Collection optional extension**

If the **Policy Schedule** states **Your** type of cover is "Vehicle Collection", only one (1) of **Your Vehicles** is insured to be driven at any one time. Any of **Your** other **Vehicles** that **We** insure, are insured under the Laid Up Cover – optional extension, while not being driven, but only if shown in the **Policy Schedule.**

**Special Conditions - Overnight Parking**

Where and how **Your Vehicle** is parked overnight is extremely important in **Our** assessment in considering insuring **Your Vehicle** and what terms and conditions which may apply and the **Premium You** will need to pay.

**We** understand that vehicles which are usually parked off street may occasionally also need to be parked on the street overnight. **Your Policy** covers **You** for loss or damage to **Your Vehicle** in these circumstances but only where parking is not within a 500 metre radius of **Your** declared **Usual Overnight Parking Address**. This means that loss or damage will not be covered if, at the time it occurred, **Your Vehicle** was parked overnight on the street within a 500 metre radius of **Your** declared **Usual Overnight Parking Address**.

There are four (4) types of off street overnight parking options which may be acceptable under the **Policy**. **Your Policy Schedule** will identify which of these applies to **Your Vehicle**. Please remember **You** need to comply with these conditions within all times specified.

The categories are:

- Garage
- Communal Garage
- Carport
- Driveway

Each of these terms is explained below.

**Garage**

If **Your Policy Schedule** states that **Your Vehicle** will be parked in a **Garage** (Locked) overnight, then under Section 2 of the **Policy You** will not be covered for loss or damage to **Your Vehicle** between the hours of 10:00pm and 5:00am if it was not parked in a locked Garage at **Your Usual Overnight Parking Address**.

However, this exclusion applies only if **Your Vehicle** was parked at a location at or within a 500 metre radius of the address **You** have declared to **Us** as the address where **Your Vehicle** is **Garaged** overnight, and **Your Policy Schedule** is not endorsed to include overnight street parking.

**Communal Garage**

If **Your Policy Schedule** states that **Your Vehicle** will be parked in a shared **Communal Garage** (Locked) overnight, then under Section 2 of the **Policy You** will not be covered for loss or damage to **Your Vehicle** between the hours of 10:00pm and 5:00am if it was not parked in a locked **Communal Garage** at **Your Usual Overnight Parking Address**.

However, this exclusion applies only if **Your Vehicle** was parked at a location at or within a 500 metre radius of the address **You** have declared to **Us** as the address where **Your Vehicle** is **Garaged** overnight, and **Your Policy Schedule** is not endorsed to include overnight street parking.

**Carport**

If **Your Policy Schedule** states that **Your Vehicle** will be parked overnight under a carport, then under Section 2 of the **Policy You** will not be covered for loss or damage to **Your Vehicle** between the hours of 10:00pm and 5:00am if it was not parked under a carport at **Your Usual Overnight Parking Address**.

However, this exclusion applies only if **Your Vehicle** was parked at a location at or within a 500 metre radius of the address **You** have declared to **Us** as the address where **Your Vehicle** is parked overnight under a carport, and **Your Policy Schedule** is not endorsed to include overnight street parking.

**Driveway**

If **Your Policy Schedule** states that **Your Vehicle** will be parked overnight on **Your** driveway within the boundaries at **Your Usual Overnight Parking Address**, then under Section 2 of the **Policy You** will not be covered for loss or damage to **Your Vehicle** between the hours of 10:00pm and 5:00am if it was not parked within the boundaries of **Your Usual Overnight Parking Address**.

However, this exclusion applies only if **Your Vehicle** was parked at a location at or within a 500 metre radius of the address **You** have declared to **Us** as **Your Usual Overnight Parking Address**, and **Your Policy** Schedule is not endorsed to include overnight street parking.

Please note that the term "**Usual Overnight Parking Address**" is defined under the section "Definitions" see (page 6).

## Making a claim?

**You** must:

Notify **Us** of any event defined as an **Insured Event** involving **Your Vehicle** within thirty (30) days of **You** becoming aware of the incident/s regardless of whether **You** intend to lodge a claim. Failure to do so may prejudice **You** in lodging a claim or in **Us** defending a claim made against **You** by another party.

If **You** engage a broker or agent to submit a claim on **Your** behalf and where **We** may require further information or confirmation directly from **You** which is reasonably required to administer **Your** claim. **You** agree to not unreasonably withold assistance. **We** will provide the reasons for any such request with **Your** broker or agent before **We** make any direct contact with **You**.

Contact Us:

Solvd Group Australia Pty Ltd
PO Box 292, Collins Street West Melbourne VIC 8007
Telephone: 1300 284 225
Fax: (07) 3223 7497
Email: au.onemotorclaims@innovation.group or by calling **Your** insurance broker.

**You** Must:

- Take reasonable action to limit the loss or damage and prevent further loss or damage;
- Within 30 days of becoming aware of a defined **Insured Event**, return to **Us Your** completed Claim Form, if **We** ask **You** to complete one;

- Where appropriate, report the event to the Police as soon as practicable after it occurs (but within 24 hours). Events, which **You** have to report to the Police, include **Accidents** involving bodily injury, thefts or suspected theft of or **Malicious Damage** to **Your Vehicle**;
- Allow **Us** to take possession of any damaged property that is subject to the claim;
- Keep any damaged items and allow **Us** to inspect them as reasonably required by **Us**
- Provide **Us** with any reasonable assistance and information that **We** request in relation to the claim. This may mean giving written statements or documents to **Our** representative or **Us**. **We** may require **You** or the person claiming to go to Court to give evidence;
- Not admit liability, settle or defend a claim or enter into an agreement that limits **Our** right to recovery, without **Our** written consent which shall not be unreasonably withheld or delayed;
- Please keep evidence of ownership and value of **Your Vehicle** and any **Accessories**. **You** may need them if **You** have to make a claim.

If **You** make a valid claim **We** may:

- Attempt to recover money from the person who caused the loss or damage where permitted by law;
- Take over and conduct in **Your** name, the defence or settlement of any claim made against **You**. **We** have sole discretion on how **We** defend or settle the claim subject to **Your** right to be informed of the status of proceedings and to be consulted where appropriate. **We** will take into account **Your** interests in any proceedings.

If **You** or any person covered by **Your Policy** receive any letters or Court documents about any event that may result in a claim, **You** must notify **Us** and send them to **Us** as soon as practicable.

## How We Settle Your claim

**We** will arrange and pay the cost of repairing **Your Vehicle** where **We** consider that the quotation for repairs to **Your Vehicle** is reasonable.

- Where **We,** acting reasonably, do not consider the quotation to be reasonable, **We** will pay **You** the cost to repair **Your Vehicle** based on **Our** reasonable assessment of the cost of repairs in accordance with the procedure set out under the heading Repairing **Your Vehicle** (see page 23) provided that either payment does not exceed the **Insured Value** shown in the **Policy Schedule**.

However;

- Where **Your Vehicle** is a **Total loss**, at **Your** option **We** will pay **You** the **Insured Value** (as shown in **Your Policy Schedule**) or if eligible replace **Your Vehicle** under the Four (4) Year New **Vehicle** Benefit, see page 24.

## In the event of a damaged or broken windscreen, window glass or sunroof

If **Your** windscreen, window glass or sunroof becomes broken, cracked or chipped due to an **Insured Event**, **You** should obtain a quotation for the repair or replacement of the damaged item and visit **Our** website www.oneunderwriting. com.au/Claims.aspx for a claim form.

Together with **Your** quotation for the repair for reimbursement, forward **Your** completed claim form to the contact details provided at Making a Claim shown on page 17.

## If Your Vehicle is a Total Loss

This **Policy** and **Our** obligation to **You** ends if **We** agree to pay **Your** claim as a **Total Loss**. After **We** pay **You**, **Your Vehicle** including any declared **Modifications** and **Accessorie**s becomes **Our** property except in circumstances where **You** have salvage rights as described in Retention of salvage page 27. Any modification or **Accessory** not declared to **Us You** may keep. **We** may charge **You** the reasonable incurred costs for removing and delivering these items to **You**. If any **Accessory** or **Modification** is not replaced by a corresponding fully operational item **We** will deduct the reasonable value of such an item from the amount **We** pay **You** unless this is unreasonable in the circumstances of the particular case.

Any outstanding **Premium** will be deducted from **Your** settlement amount and the total **Premium** amount paid for **Your Policy** will not be refunded.

## Betterment of Your Vehicle

If, due to a claim, repairs made to **Your Vehicle** leaves it in a better condition than before it was damaged, **We** may ask **You** to contribute to the repair cost. For example: new parts are used replacing old parts, or it is necessary to repaint more of **Your Vehicle** than the authorised scope of repairs to blend old and new paintwork.

If, **We** ask **You** to contribute **We** will explain the reasons behind such a request, the amount of any such contribution and how to pay. Any such repairs will not commence until **We** have received **Your** written consent to such repairs (such consent not to be unreasonably withheld or delayed). If **We** cannot reasonably agree prior to the authorisation of repairs, **We** may cash settle **You** for **Our** proportion of the repairs.

## Interests of Financiers

This provision applies:

- If a finance provider has an interest in **Your Vehicle**, and
- **We** are told in writing of the finance provider's interest before a claim is paid.

If **We** propose to meet a **Total Loss** claim for **Your Vehicle** by direct payment to **You**, **We** will pay **You** the difference between the amount owing to the financier and the amount payable for the claim.

## Goods and Services Tax (GST)

Any payment to be made under **Your Policy** is subject to the following GST provision.

Any claim payments made under **Your Policy** will be based on GST inclusive costs (up to the total **Insured Value**).

However, if **You** are or would be entitled to claim any input tax credits for the repair or replacement of **Your Vehicle**, **We** will reduce any claim under **Your Policy** by the amount of such input tax credits. **Insured Values** and maximum amounts set out in **Your Policy** are inclusive of GST.

This **Policy** does not cover any amount of GST, or any fine, penalty or charge that **You** are liable for because of a failure to disclose or misstatement made by **You**, in relation to **Your** entitlement to an input tax credit for the **Premium**. **You** must tell **Us** if **You** become aware that the extent of **Your** entitlement to an input tax credit for **Your Premium** disclosed to **Us** is incorrect or changes.

## Keeping Up to Date

**You** need to tell **Us** as soon as practicable if;

- **You** have an **Accident** or an incident occurs which may give cause for **You** to claim on this **Policy**.
- **You** change the frequency of use of **Your Vehicle**, (i.e. **You** are no longer able to comply with an annual kilometre limit granted for a **Premium** discount).
- **You** or anyone else who is expected to drive **Your Vehicle** has over the previous five years had changes to their driving (for example additional traffic offences or licence suspensions), criminal or insurance history (for example claims on other motor insurance policies not known to **Us**) and not disclosed in **Your** original proposal form/declaration to **Us**.
- **You** change address, the **Usual Overnight Garaging Address** or type of garaging situation.
- **You** modify or add new **Accessories** to **Your Vehicle** which are not shown on the **Policy Schedule**.
- **Your Policy Schedule** is incorrect.

## How to change Your Policy

If **You** wish to change any information on **Your Policy Schedule**, **You** must make a written request to **Us** setting out:

- The requested changes to the information contained on **Your Policy Schedule**; and
- The reasons for the requested change(s).

**Your** requested change(s) will become effective:

- When **We** inform **You** in writing that **We** agree, and
- **You** pay any additional **Premium** required by **Us** in accordance with **Our** instructions.

## Complaints and Dispute Resolution Process

**We** are dedicated to providing **You** with a high standard of service and **We** want to ensure **We** maintain these standards at all times. If **You** feel that **We** have not offered **You** a first-class service, contact **Us** and tell **Us** and **We** will do **Our** best to resolve the problem.

**You** are entitled to make a complaint about any aspect of **Your** relationship with **Us** including the conduct of **Our** agents and authorised representatives. **We** will attempt in good faith to resolve any complaint/dispute in a fair, transparent and timely manner.

**We** aim to comply with the General Insurance Code of Practice and any relevant Australian Securities and Investments Commission (ASIC) guidelines.

If **You** have any questions or concerns about **Your** insurance or the handling of a claim **You** should, in the first instance, refer **Your** complaint or dispute to One Underwriting.

**You** can contact One Underwriting at:

Level 50, 80 Collins Street Melbourne Vic 3000
Telephone: 1300 000 663
Email: oneunderwriting@oneunderwriting.com.au

When **You** lodge **Your** complaint, **You** will be advised of the expected timeframe required to address **Your** complaint.

If **We** do not make a decision within the timeframe that **We** tell **You We** will respond, **We** will tell **You** about **Your** right to lodge a complaint with an external dispute resolution scheme. If **You** are not happy with **Our** response, **You** can refer **Your** complaint to the Australian Financial Complaints Authority ('AFCA') subject to its rules. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its rules.

**You** can contact AFCA at:
Phone: 1800 931 678
Email: info@afca.org.au Website: www.afca.org.au
Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

If **You** require further information, **You** can access Our Complaints and Dispute Resolution Process contained in One Underwriting's Financial Services Guide (FSG) available on their website at https://oneunderwriting.com.au/ OneUnderwriting/ media/Common/Docs/one-underwriting- financial-services-guide.pdf other than as set out above, all other **Policy** terms, conditions, limits and exclusions remain unchanged.

# Section 2: Securus Motor Vehicle Policy Wording

## What We insure under this Policy

This **Policy** provides cover for:

a. Loss or damage to **Your Vehicle**
b. Third party property damage

Each type of insurance cover is described in this section.

## Who We insure under this Policy

This **Policy** only provides cover for

- **You**;
- **Authorised Drivers**; and
- **Excepted Persons** in certain circumstances.

**You** should note there are:

- Limits to the amount **We** will pay if there is a claim;
- Exclusions – these are things or events **We** do not cover; and
- Conditions – these are things **You**, or a person covered under **Your Policy** must do and, if **You** or that person do not do them, **We** may refuse to pay a claim and/or cancel **Your Policy**.

**Your Policy Schedule** may set out additional limits, exclusions or conditions that apply to **Your Policy**.

**How We issue Your Policy**

When **We** issue a **Policy** to **You**, **We** will provide **You** with an Interim **Policy Schedule**. This Interim **Policy Schedule** will become **Your Policy Schedule** upon;

- **Your** payment of the Tax Invoice within the stated credit terms, and;
- Provision of any outstanding required information which **We** will tell **You** about on issuance of the Interim **Policy Schedule**, for example confirmation of previous insurance history verification, outstanding **Vehicle** identifiers, kilometre declarations, or as **We** otherwise advise **You**.

Where **You** have not provided the requested information within thirty (30) days of **Policy** inception or as **We** mutually agree otherwise, **We** will perform one of the following actions based on **Our** underwriting considerations acting reasonably:

- Cancel the Interim **Policy Schedule** after providing three (3) business days' notice from the notification of **Our** advice at 4:00pm local time.
- Impose an additional **Premium** or **Excess** in consideration of the amount to which **We** are prejudiced by the non-provision of the requested information.
- Reduce **Your Period of Insurance** by number of days equivalent to the additional **Premium We** tell **You** about and **You** do not pay **Us** within the credit terms **We** provide **You**.

## The meaning of certain terms

To understand **Your Policy**, **You** need to understand what **We** mean by certain common terms. These common terms are explained in the Definitions in Section 1 of this document.

## Geographic coverage

Subject to Sections 1 and 3, **Your Policy** covers **Your Vehicle** during the **Period of Insurance** while it is:

- In Australia; and
- Being transported by road, rail, sea or air between any places in Australia.

## A. Loss or damage to Your Vehicle

**A.1 Your cover**

If **Your Vehicle** is involved in, or the subject of, an **Insured Event** during the **Period of Insurance** and on the basis of an accepted claim made, **We** will:

- Arrange and pay for the repair of **Your Vehicle**; less any applicable **Excess(es);** or
- Pay **You** the **Reasonable Cost** to repair **Your Vehicle** less any applicable **Excess(es);** in accordance with the procedure set out under the heading **Repairing Your Vehicle**, provided in neither case that the cost exceeds the **Insured Value** in the **Policy Schedule** applicable.
- If however **Your Vehicle** is a **Total Loss**, **We** will either, at **Our** option (acting reasonably):
- pay **You** the **Insured Value** of **Your Vehicle** as specified in the **Policy Schedule**, less any applicable **Excess(es);** or
- replace **Your Vehicle**, if eligible, under the Four (4) Year New Vehicle Benefit, see page 24.

## Accessories, Modifications or Options

If **You** advise **Us** of, and **We** agreed to cover, any **Accessories**, **Modifications** or options fitted to **Your Vehicle** these are also covered within the **Insured Value**. If **We** agree to cover such **Accessories**, **Modifications** or options they will be listed on **Your Policy Schedule**.

However, if **You** do not inform **Us** of any **Accessory** or **Modification**, or where they were not fitted to **Your Vehicle** as new when purchased by **You**, **We** will not cover such for loss, damage or replacement subject to the following exceptions:

In the case of a **Paint Protection Film (PPF), We** will cover up to $10,000 or the actual replacement cost (whichever the lesser), unless another value is otherwise noted on **Your Policy Schedule,** if **PPF** existed on the **Vehicle** at the time of loss.

In the case of **Ceramic Coating** applied to **Your Vehicle** and not specified on the **Policy Schedule**, **We** will reinstate or reimburse **You** the cost of reinstating the **Ceramic Coating** where such coating was applied during the current **Period of Insurance**. **You** must be able to provide proof of application to **Your Vehicle** and payment of such.

In relation to points 1 & 2 above, **We** will not reinstate or reimburse **You** for areas of **Your Vehicle** which are not subject to the claim. If **You** choose not to replace or reinstate **PPF** or **Ceramic Coating** to **Your Vehicle** this **Policy** provides no cash settlement in lieu thereof.

**Modifications** which **You** do not tell **Us** about (that may affect **Our** decision to insure **You**), **You** may not be indemnified in the event of a claim.

## Financed Vehicle – Total loss

If **Your Vehicle**:

- Was purchased new;
- Has been insured under **Your Policy** from the date of purchase; and
- Is the subject of a finance agreement, which **You** have entered into.

**We** will, cover **You** or the financier of the **Vehicle** in the event of a **Total loss**, and only where required by the financier of the **Vehicle** where the payout of the **Vehicle** is greater than the **Insured Value** shown on the **Policy Schedule**. Provided that such liability shall not exceed 5% of the **Insured Value** at the time of the loss, less any payments and interest in arrears at the time of the **Insured Event**; and any discount in respect of finance charges and/or interest for the unexpired term of the finance agreement.

## What is the maximum amount We will pay?

**Your Policy Schedule** will show **Your** chosen basis of settlement, **Market Value** or **Agreed Value**, this represents the maximum amount **We** will pay:

**Agreed Value** - means the value of **Your Vehicle** agreed by **Us** and **You** and stated on **Your Policy Schedule.** Subject to mutual consent this value may be adjusted throughout the contract period. In the event of a **Total Loss** and a cash settlement is requested, less any **Excesses** applicable the **Agreed Value** is the cash payout value of the **Policy**.

**Market Value** - means the amount required, net of GST and stamp duty, to purchase a vehicle and **Accessories** substantially the same as **Your Vehicle** immediately before it suffered loss, damage or theft, taking into account its make, model, series, age, kilometres travelled, condition and location. In the event of a **Total Loss** and a cash settlement is requested, less any **Excesses** applicable, the **Market Value** is the cash payout value of the **Policy**.

**We** will not pay;

- More than the **Insured Value** of **Your Vehicle**, or;
- More than 105% of the original purchase price in the case of a **Market Value Policy**

See also GST provision on page 19, which applies.

## Essential Temporary Repairs

If **You** have an **Accident** more than 150km from **Your Usual Overnight Garaging Address** and **Your Vehicle** is damaged, **You** may arrange essential temporary repairs for **Your Vehicle** of up to a maximum of $5,000 so **You** can get **Your Vehicle** to **Your** destination or a repairer. **Your Excess** will applicable to this benefit.

## Repairing Your Vehicle

**You** may choose the repairer of **Your Vehicle** or **We** can recommend a repairer from **Our** preferred network of repairers. **We** will ask the repairer to provide a quotation for the work that is required to repair **Your Vehicle**. If **We** consider that the quotation is for **Reasonable Cost** of repairs to **Your Vehicle**, **We** will authorise the repairer to carry out the repairs.

However, if **We** do not consider **Your** quotation is the **Reasonable Cost** of repairs basing this decision on a balanced consideration of relevant factors, **We** will pay **You** the amount that **We** determine to be the **Reasonable Cost** for repairs to **Your Vehicle**. This amount will be determined by a motor vehicle assessor appointed by **Us** inspecting the damage to **Your Vehicle**, and reviewing, adjusting and/or amending **Your** repairer's quotation in a fair and balanced way on the basis of relevant considerations.

**We** may also compare **Your** repairer's quotation with a quotation **We** obtain from a repairer **We** choose and in this circumstance **You** must provide **Us** access and authorisation to obtain alternate quotations on **Your** behalf.

If **We** do not authorise repairs and **We** pay **You** the amount **We** determine would be the **Reasonable Cost** for the repairs, **We** will not guarantee the quality of workmanship and materials.

If **We** elect to repair **Your Vehicle**:

When **Your Vehicle** is repaired and is within the manufacturer's new vehicle warranty period, **We** will use original equipment manufacturer (OEM) parts when **We** authorise repairs to **Your Vehicle**. However Australian Design Rules (ADR) compliant parts may be used for the replacement of windscreens and window glass.

Where **Your Vehicle** is outside the manufacturer's new vehicle warranty period, **We** may use reusable parts or parts that are not manufactured by a supplier to the **Vehicle's** original manufacturer which:

i. are consistent with the age and condition of **Your Vehicle**;

ii. do not affect the safety or the structural integrity of **Your Vehicle**;

iii. comply with the Vehicle manufacturer's specifications and applicable Australian Design Rules;

iv. do not adversely affect the post-repair appearance of **Your Vehicle**; and

v. do not void or affect the warranty provided by the Vehicle manufacturer.

In repairing the **Your Vehicle**, **We** may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

**We** guarantee workmanship of the repairs authorised by **Us** on sedans, station wagons, motorcycles or utilities or trucks up to a maximum capacity of three (3) tonnes. This guarantee is for the life of the **Insured Vehicle** and is in addition to **Your** statutory rights against the repairer and warranties that **You** have from the repairer directly. Wear and tear is not covered by this guarantee.

**We** will not pay for:

- Any air-conditioning retro fitment of equipment or gas unless it was damaged as the result of an **Insured Event; or**
- A modification required by law unless it relates to damage from **the Insured Event;**
- The cost of replacing an entire set and/or pair when not all of the set and/or pair are damaged.

If any part or **Accessory** is unobtainable following an Accident which is the subject of a claim under this section, **We** will only pay the latest printed list price of such item in Australia or the cost of a comparable item for a similar make of **Vehicle** plus the **Reasonable Cost** of fitting.

## Depreciation – Vehicle Wraps, including signage **(PPF and Ceramic Coatings refer to Definitions pages 10-13).**

If **You** have declared to **Us** any temporary or semi- permanent (not intended to be removed) **Vinyl Wrap** covering or coating to your **Vehicle's** interior or exterior surfaces and that coating is damaged or is required to be removed to effect repairs to **Your Vehicle**, **We** will apply a reasonable table of depreciation to the reinstatement costs. Generally, the industry standard for Wraps (excluding **PPF** and **Ceramic Coatings**) is a five (5) year lifespan to most finishes and forms the basis of **Our** replacement and reinstatement policy.

1. Year 1 of installation 100% repair, or reinstatement to the **Accessory Insured Value** as per **Your Policy Schedule**
2. Year 2 of installation 80% repair, or reinstatement to the **Accessory Insured Value** as per **Your Policy Schedule**
3. Year 3 of installation 60% repair, or reinstatement to the **Accessory Insured Value** as per **Your Policy Schedule**
4. Year 4 of installation 20% repair, or reinstatement to the **Accessory Insured Value** as per **Your Policy Schedule**
5. Year 5 of installation 10% repair, or reinstatement to the **Accessory Insured Value** as per **Your Policy Schedule**

- Please note, should a Wrap, coating or treatment not be reapplied to a **Vehicle** post an **Insured Event**, this **Policy** provides no cash out value in lieu of any such non-application.

## Privately Imported Vehicles

If Y**our Vehicle** is a privately imported vehicle (i.e. not brought into Australia by the manufacturer or its appointed agent for first sale). **We** will only pay the costs of parts to repair **Your Vehicle**. **We** will not pay for the costs of conversion or reengineering of imported parts (i.e. from left to right hand drive format). **You** will be required to pay for any reengineering costs, **We** will advise **You** and obtain **Your** consent (such consent not to be unreasonably withheld or delayed) prior to authorising any repairs.

## Obtaining Our Consent

**You** or **Your** repairer must obtain **Our** written agreement to start repairs before **We** will accept responsibility for them, except for Essential Temporary Repairs.

- **You** must make **Your Vehicle** available for inspection by **Us** at any reasonable time when **We** request it; and
- Comply with the Claims procedure or other procedure as detailed in this document.

## Lifetime Guarantee for Repairs

For repairs authorised by **Us**, **We** guarantee the quality of workmanship and materials for the life of the **Vehicle** (subject to wear and tear and the depreciation table stated above for certain Declared **Accessories**). **You** must give **Us** the opportunity to inspect the **Insured Vehicle** as **We** reasonably require. If **You** choose **Your** own repairer, and the repairs are not authorised by **Us**, **We** may not guarantee the quality of workmanship and materials for the life of the **Vehicle**.

## A.2 Additional Benefits

**We** provide the following additional cover in relation to a valid claim under "**Your** cover" Section 2 Part A .1 (see page 22). In relation to Additional Benefits please contact **Us** before incurring any costs as **We** will only pay the amount **We** would have authorised, had **You** asked **Us**:

**Four (4) Year New Vehicle Benefit**

This benefit is not applicable to Caravans or Trailers.

If **Your Vehicle** was purchased by **You** new or as a dealer demonstrator vehicle with less than 1,000kms on the odometer and it becomes a **Total loss** within 48 months from when it was first purchased, **We** will at **Our** option **(acting reasonably)**:

- Subject to availability for retail purchase within Australia, replace **Your Vehicle** with a new vehicle of the same make and model and with the same **Accessories** as shown on **Your Policy Schedule**; or
- Pay **You** the **Insured Value**.

**We** will only be obliged to replace **Your Vehicle** with a new vehicle of the same make and model and with the same **Accessories** as shown on **Your Policy Schedule** if **We** are able to reasonably source, or supply a new vehicle of the same, make, model and series or its equivalent superseded version, provided the replacement vehicle does not exceed 105% of the original **Insured Value** (or in the case of a **Market Value Policy** the original purchase price plus 5%) and within 30 days of deeming **Your Vehicle** a **Total loss**. If **We** cannot replace **Your Vehicle** with a new vehicle, **We** will pay **You** the **Insured Value**.

If **We** do replace **Your Vehicle**, **We** will also cover:

- On-road Costs including stamp duty, GST, and registration (minus any deduction from a refund of **Your Vehicle** deemed to be a **Total loss**); and
- Delivery charges; and
- Luxury car tax; and
- The **Reasonable Costs** in getting **You** to the **Vehicle** in Australia, if the **Vehicle** is located more than 100km from **Your** home. If **Your Vehicle** is settled as a **Total Loss**, **Your Policy** will end with no refund of **Premium** applicable.

**Electric Vehicles**

1. If, due to a reported power outage at **Your Usual Overnight Garaging Address** and **You** are unable to charge **Your Vehicle, We** will pay the actual costs for alternative transportation, but not more than $1,000.
2. If, **Your Vehicle** has caused damage to **Your** charging point at **Your Usual Overnight Garaging Address We** will pay the actual costs, but not more than $2,500 to repair the damage.
3. If, **Your Vehicle** electric battery is damaged by a power surge whilst being charged in accordance with the manufacturer's instructions, **We** will pay the actual costs for repair or replacement.
4. If, **Your Vehicle** is damaged due to thermal runaway and **Your Vehicle** has not been modified, charged or operated outside of the manufacturer's specifications, **We** will pay the actual costs of repair or replacement up to the limit of the sum insured.

However:

- Wear, tear and gradual degradation of battery condition or lifespan nor faulty workmanship and/or materials is covered.

**Recoding and re-keying locks**

If, as the result of an **Insured Event Your Vehicle** requires locks, transponders to be replaced, re-keyed or recoded, **We** will pay up to a maximum of $5,000 in any one **Period of Insurance**.

However, the loss must be advised to **Us** and the police as soon as reasonably possible. **Excess** shall be reduced to Nil for the first claim within the **Period of Insurance** provided no other damage or loss has occurred from the same **Insured Event**.

**Riding Apparel cover – applicable to motorcycles only**

If **Your Vehicle** is a motorcycle and is involved in an **Insured Event**, **We** will pay for loss or damage which renders unusable any apparel designed for specific use in riding a motorcycle, such as; helmets, riding boots, leather jackets and trousers, gloves or any other item worn by the rider or pillion passenger.

**We** will not pay;

- More than $3,000 in total for the rider and any and all pillion passengers (if applicable); and
- More than $1,000 per item, in any one **Period of Insurance**.

**We** may ask for proof of ownership of these items, including receipts for items less than twelve months old. For items where proof of ownership cannot be supplied, or where items are more than twelve months old, reasonable wear and tear together with depreciation and item service life will be taken into account as assessed by **Our** assessor acting reasonably.

**Tools and Spare Parts**

- Tools and Spare Parts kept within the **Insured Vehicle** - **We** will pay the replacement cost of (but not more than $300 in the **Period of Insurance**) for loss or damage as a result of, or caused by an **Insured Event** to tools and spare parts which are **Your Personal Property** and which are kept on or inside **Your Vehicle.**.
- **Accessories** and Spare Parts for **Your Vehicle** kept within **Your Locked Garage** or within **Your** locked premises at **Your Usual Overnight Garaging Address** - **We** will pay the replacement cost of (but not more than $25,000 in the **Period of Insurance**) for loss or damage as the result of or caused by an **Insured Event** to tools and spare parts which are **Your Personal Property**.
- **We** will not pay for loss or damage to tools and spare parts which **You** use in the course of **Your** employment, **Your** business or any other activity from which **You** earn an income.
- **We** will ask for **Your** reasonable proof of ownership for each item claimed for in the event of loss.
- If an **Accessory** or Spare Part is no longer available, the most **We** will pay is the latest list price of the item when available in Australia or New Zealand.
- **We** will apply an **Excess** of $1,000 relating to any such claim.

**Reasonable Towing and Storage Costs**

If **Your Vehicle** is damaged as a result of an **Insured Event** and is unsafe, unroadworthy or not driveable, **We** will pay the **Reasonable Costs** of removing it to the nearest repairer, the nearest place of safety. Any subsequent movement of **Your Vehicle** must be authorised by **Us**.

**Express Freight**

If **You** make a claim **We** will pay the **Reasonable Costs** (but not more than $5,000 in total) towards the cost of express air freight to import the parts necessary to repair **Your Vehicle**, if the parts are not obtainable in Australia.

**Loan car excess gap**

Where **Your Vehicle** is replaced by a loan car provided by a dealership whilst **Your Vehicle** is undergoing warranty or service work, **We** will pay the difference between the stated **Excess** for **Your Vehicle** shown on the **Policy Schedule** and the excess applicable for the loan vehicle ,up to a maximum of $5,000 any one occurrence, per vehicle, per **Period of Insurance**.

**We** will not pay for any physical loss, damage or legal liability to the loaned vehicle, or as the result of its use.

**Trailer cover**

If a trailer owned by **You**, but not shown on **Your Policy Schedule**, is attached to **Your Vehicle** and is damaged in an **Accident**, **We** will pay the **Reasonable Cost** of repairs of the trailer (but not more than $10,000 in total) after deduction of the applicable **Excess**(es).

**We** will not pay for loss, damage or legal liability where there is a requirement:

- For a loss to be covered by a third party insurer, hire or loan contract or similar arrangement; or
- There is a requirement by law for the trailer to be insured.

**Accommodation and Travel**

If **You** are more than 150 km from **Your** usual place of abode and **Your Vehicle** becomes unable to be driven due to an **Insured Event**, **We** will pay the actual costs for reasonable accommodation and travelling expenses incurred by **You** and passengers travelling in **Your Vehicle** at the time of the **Insured Event**.

However, **We** will not pay more than $5,000 in total for **You** and all or any of **Your** passengers.

**Personal property**

Provided **Your Vehicle** is not a vehicle primarily designed for the carrying of goods, if **Personal Property** owned by **You or an Authorised Driver** is lost or damaged due to an **Insured Event We** will pay at **Our** option the reasonable cost of repairs or the reasonable cost of replacement of that **Personal Property** taking into account **Your** reasonable preference up to a maximum of $2,500 per item and $5,000 in total for the **Period of Insurance**.

However:

- Payment of the **Reasonable Cost** of replacement of any item of **Personal Property** will be subject to an allowance for depreciation based on age and wear and tear.
- **We** do not cover tools and spare parts which **You** use in the course of **Your** employment, **Your** business or any other activity from which **You** earn an income.
- Cash, credit/ debit cards, and negotiable instruments are not deemed **Personal Property**.
- **We** will not pay under this benefit if **You** failed to take reasonable measures to protect or prevent loss, or further loss or damage of **Your Personal Property**.
- If **We** repair or replace **Personal Property We** will make all endeavours to match materials and suppliers to that which was damaged or lost. However, if an exact match cannot be reasonably achieved the closest match possible shall be utilised.
- Any damaged **Personal Property** will become **Ours** if a benefit is paid under this section, although at **Our** discretion **You** may purchase such items at the value as determined by our loss assessor.
- We will not pay for any reduction in value of a set and/or pair or collections when not all of the set and/or pair are damaged.

**Courtesy Vehicle after Insured Event**

If **Your Vehicle** is noted on the **Policy Schedule** for “Regular or Daily Use” and is stolen or damaged due to an **Insured Event** and **You** choose to use one of **Our** approved repairers, **We** will arrange a **Courtesy Vehicle** for **You** up to a maximum of ninety (90) days in any circumstance unless as otherwise described below.

In the event that **You** choose **Your** own repairer or **You** arrange or enter into any deed of agreement otherwise for the hire of a vehicle the maximum **We** will contribute towards the costs of hiring a replacement vehicle, will be up to a maximum amount of $250 per day and $5,000 in total in any circumstance unless as otherwise described below.

**We** will only pay:

a. If **You** have informed **Us** about the Insured **Event** (and the police if **Your Vehicle** is stolen); and

b. Until the earlier of the time:

i. If **Your Vehicle** was stolen when and it is returned to **You** in a similar condition as it was prior to the theft, or is replaced by **Us**, or declared a **Total Loss** provided that payment of such **Total Loss** value to **You** is not unreasonably delayed.

ii. If **Your Vehicle** was damaged due to an **Insured Event** when 24 hours after repairs are completed, or **Your** claim is paid as a **Total Loss**; or

iii. for an unlimited number of days up to a maximum of $250 per day and $5,000 in total from the date of the **Vehicle** being handed over to a repairer, where repairable, or from the date of loss in the event of theft; or

iv. ninety (90) days from the date of the **Vehicle** being handed over to **Our** approved repairer, where repairable, or from the date of loss in the event of theft and **We** have arranged a **Courtesy Vehicle**.

**You** must pay all running costs and extras of the **Courtesy Vehicle**, including insurance and any deposits required. If **Your** claim is refused by **Us** or withdrawn, **You** must repay **Us** any amount paid to **You** under this benefit. **You** or any other driver to be covered under any **Courtesy Vehicle** arrangement must meet the terms and conditions of the **Courtesy Vehicle** provider.

Any **Courtesy Vehicle** that **We** arrange is intended to keep **You** mobile and may not be like for like to **Your Insured Vehicle**.

This benefit does not apply to windscreen or glass only claims.

**Windscreen, sunroof and Window Glass damage only**

If **You** have a claim for windscreen, sunroof and/or window glass damage where there is no other damage to **Your Vehicle**, **You** will not be required to pay the **Policy Excess** for the first such claim for each **Vehicle** shown on **Your Policy Schedule** during the **Period of Insurance** if **We** (acting reasonably) believe replacement is necessary. **You** will still be required to pay any **Undeclared Driver Excess**. The **Policy Excess** will be payable by **You** for any second or subsequent claim for windscreen or window glass damage during the **Period of Insurance**.

However, **We** will not pay for;

- Replacement of rubbers or sealant due to wear, tear or deterioration;
- Parts not directly associated to the external integrity or mounting of the glass and its internal sensors;
- Chips or scratches which do not extend through the entire thickness of the glass or do not affect the integrity of the glass;
- Airfreight;
- If **Your Vehicle** is insured for Laid Up Cover only.

**Glass Chips and Repairable Cracks**

If **You** have a claim for chip or crack to a windscreen, sunroof and/or window glass which extends through the entire thickness of the glass and is deemed repairable by a glass specialist and where there is no other damage to **Your Vehicle**. **You** will not be required to pay an **Excess** for each **Vehicle** shown on **Your Policy Schedule** during the **Period of Insurance**.

**Retention of salvage**

Where **We** class **Your Vehicle** as a classic vehicle and this is shown on **Your Schedule**:

- If **Your Vehicle** is older than 25 years from its original manufacture date and due to an **Insured Event** is deemed a **Total Loss**, **You** may keep the salvage.
- If **Your Vehicle** is less than 25 years and due to an **Insured Event** is deemed a **Total Loss**, **We** will keep the salvage. If **You** would like to retain the salvage **You** have first option to purchase at its **Market Value**.

However;

- If **Your Vehicle** is stolen and **We** pay **You** for a **Total loss**, any salvage received will become **Our** property.

**Change of or Additional Vehicle**

If You:

- Buy a vehicle to replace **Your Vehicle** or buy an additional vehicle and the value of the replacement or additional vehicle does not exceed $300,000;

- Inform **Us** in writing within 14 days from the date **You** buy it; and
- Pay any reasonable additional **Premium** required by **Us.**

**We** will transfer or increase the cover under **Your Policy** to **Your** replacement and/or additional vehicle for the balance of the **Period of Insurance**, provided **We** agree to continue to insure such.

The maximum amount payable under this part of **Your Policy** is the purchase price of **Your** replacement and/or additional vehicle or $300,000 (whichever the lesser). This clause does not apply where the purchase of **Your** replacement vehicle follows **a Total loss** which has been paid by **Us**.

**Infant & Child Seats**

If as the result of an **Insured Event**, **Your Vehicle** is fitted with infant or child seating, capsules or similar, **We** will pay the **Reasonable Costs** to replace such even if damage is not apparent.

**Learner Drivers**

**We** agree to cover any **Learner Driver** holding the appropriate permit and operating within the conditions of that permit if an **Insured Event** occurs where the **Insured Value** of **Your Vehicle** is $300,000 or less. In the case of **Market Value** policies where the purchase price of **Your Vehicle** was $300,000 or less.

**Counselling Expenses**

If as the direct result of a car-jacking or home invasion resulting in the theft or attempted theft of **Your Vehicle** and **You** are injured or unable to drive **Your Vehicle**. **We** will pay up to a maximum amount of $5,000 relating to any one event for **You** or another **Authorised Driver** (if present at the event) to receive qualified psychiatric services by a mental health professional for up to twelve months after the incident date, or as the date **You** cancel **Your Policy.**

**Domestic Violence**

If an **Insured Event** occurs as the result of an act of domestic violence, **We** will waive any Basic **Excess** applicable to this **Policy** where a claim results from loss or damage due to a deliberate act of a current or former spouse or partner of **You**, or another person specified as an **Authorised Driver Your Policy Schedule**, provided the event has been reported to the police as soon as practicable.

**Disablement**

If as the result of an **Insured Event You** or an **Authorised Driver** become physically disabled, **We** will pay up to $10,000 towards the reasonable cost of any necessary modifications to **Your Vehicle**.

**Funeral Expenses**

Funeral expenses, including travel to attend the funeral, up to a maximum amount of $5,000 to an Immediate Family Member of the deceased in the event an **Authorised Driver** or passenger suffers a fatal injury as a result of an **Accident** involving the **Insured Vehicle**, irrespective of whether death occurs at the time of the **Accident**, provided however, that death occurs within twelve (12) months of the **Accident**.

**What is the maximum amount payable under these additional covers?**

The maximum amount payable under these additional covers for any and all claims arising out of the one event is set out in each paragraph. These amounts are in addition to the Insured Value of **Your Vehicle** and if **We** agree to provide such cover under the **Policy** will be shown on **Your Policy Schedule**.

See also the GST provision on page 19, which applies.

## A.3 Optional extensions

If **You** choose and **We** agree to include any of the following Optional extensions, they will be shown on **Your Policy Schedule**.

**Club or Concessional Registration**

Where *You* are a member of a registered enthusiast club and obtain concessional or club registration, **You** are entitled to a reduced **Premium** rate. However any claim **You** may bring under the **Policy** may be adversely affected

- where **You** have not informed **Us** of a change from concessional registration to full registration.
- where **You** have not complied with the relevant law in **Your** jurisdiction regarding the limitations of the usage of this registration type.

**Collectable Caravan Cover**

If **Your Vehicle** is a collectable or period reproduction caravan owned by **You** and shown on **Your Policy Schedule** (in this Extension called "**Your** Caravan") and it is stolen or damaged, **We** will arrange for the repair of **Your** Caravan where **We** consider on reasonable grounds that the quotation for repairs is reasonable.;

Where **We** do not consider the quotation to be reasonable **We** will pay the **Reasonable Cost** of repairs to **Your** Caravan based on **Our** reasonable assessment of the cost of repairs;

However, If **Your** Caravan is a **Total loss**, **We** will pay You the **Insured Value** of **Your** Caravan, less any applicable Excess(es).

**We** will not pay for loss or damage to the interior of **Your** Caravan (including Accessories and Personal Property) unless there has been Forcible or Violent entry to **Your** locked Caravan.

The most **We** will pay for collectable or period accessories is $500, unless a higher value is shown on **Your Policy Schedule**.

**Driver Education and Training Cover**

Where **We** agree to offer this cover and is shown on **Your Policy Schedule** under the section titled Important Policy Clauses which apply to this **Policy**, the following applies:

**Your Policy** is extended to provide cover under 'Section Two' whilst **You** or an **Authorised Driver** are participating in a professionally organised Driver Education and Training Cover event.

The maximum amount **We** will pay under this section, inclusive of any additional benefit under this endorsement is the lesser of:

- $100,000, or
- the **Agreed Value** or **Market Value** of **Your Vehicle** as shown on **Your Policy Schedule**.
- In addition to the **Basic Excess** shown on **Your Policy** an additional **Excess** for all claims under this endorsement is $10,000.

**We** will not pay under the "Driver Education and Training Cover" endorsement for:

- any amount under "Section 2, Part A.2, A.3 or Part B in its entirety of this **Policy**; or
- mechanical and electronic damage including, but not limited to, wear and tear of drivetrain, clutch, brakes and tyres as a result of use during a Driver Education and Training Cover event is excluded unless damage to these components has occurred as a result of a collision claim.

Furthermore, the exclusion under the heading Exclusions for Certain Circumstances (page 33)

"Being used in connection with a race, racetrack, trial, pace making, contest, course, motor sports event or driver skills training course. **We** will not treat a car rally organised by a social club or other like organisations as a race, trial, contest or other motor sports event if the rally takes place on a public street and it is a condition that those taking part in the rally comply with the usual road traffic rules."

Is removed in its entirety for the declared event.

**Laid Up Cover**

Laid Up cover is a limited cover for damage to **Your Vehicle** only, where **Your Vehicle** is in storage or undergoing restoration. Subject to the following conditions and any general exclusions in this **Policy**.

**We** will only cover **Your Vehicle** under this extension where it is;

- Kept in **Your** home **Usual Overnight Garaging Address locked Garage**; or
- At a Garage, workshop or related place of business undergoing work, restoration or storage within secure parking arrangements; or
- At a club event; or
- Being loaded or unloaded for transport purposes, or
- As mutually agreed otherwise and shown on **Your Policy Schedule**.

**We** will not pay under this extension;

- For any loss, damage or legal liability in connection with driving **Your Vehicle** under its own power;
- Any **Vehicle** or parts not kept in a locked **Garage**, unless agreed to by **Us** in writing;
- Any windscreen and/or window glass benefit.

**Limited Kilometre Use Option**

If **You** do not drive **Your Vehicle** on a daily basis, **Premium** discounts are available for limited use ("Limited Use", "Extreme Limited Use or Ultra Limited Use") of **Your Vehicle**. If **We** offer a reduced usage discount and *You* agree to such by the payment of **Your** reduced **Premium**, **You** agree to inform **Us** if **Your** Limited Use, Extreme Limited Use or Ultra Limited Use of **Your Vehicle** exceeds the amount set out below by more than 10%.

Limited Use is one of the following:

- Limited Use where annual kilometre usage is up to 8,000km and **Your Vehicle** is not driven daily; or
- Extreme Limited Use where annual kilometre usage is up to 4,000km and **Your Vehicle** is not driven daily; or
- Ultra Limited Use where annual kilometre usage is up to 1,000km and **Your Vehicle** is not driven daily.

If **We** are advised of a change in **Your** annual kilometre usage of **Your Vehicle** by more than 10%, an additional **Premium** will be payable based on the difference in the **Premium** at **Policy** inception paid and the **Premium** that would have been applicable for the actual kilometres travelled within the **Policy Period**.

**Vehicle Collection Option**

**Where You** own a collection of **Vehicles**, **You** can elect to insure them all for Comprehensive Cover, but limit the number of **Vehicles** that may be driven on the road at any one time.

The number of **Vehicles You** elect to be driven at any one time will determine the **Premium** discount available. The number **You** elect to insure under the **Vehicle** Collection Option will be shown on **Your Policy Schedule**.

**We** will not pay;

- A claim under this option where the number of **Vehicles** on the road at any one time exceeds the number on **Your Policy Schedule**; or
- Where the driver is not an **Authorised Driver**.

## B. Third party property damage

**B.1 Your cover**

**We** will pay any amount up to the maximum amount payable shown on the **Policy Schedule**, which **You** are legally liable to pay for damages in respect of loss of or damage to someone else's property as a result of an **Accident** occurring during the **Period of Insurance** and caused by **You** using **Your Vehicle** (including any trailer attached to **Your Vehicle**). In the case where **Your Vehicle** is an electric vehicle this may also include **Your** legal requirement to make a payment to the owner of **Your Vehicle's** battery or batteries in the case where the battery is leased or hired, or arising out of or in connection with the charging of **Your Vehicle** including any thermal runaway thereof such **Vehicle**.

**We** will also pay legal costs incurred with **Our** prior written consent (such consent not to be unreasonably withheld or delayed) in connection with defending any such claim but only up to the maximum amount payable under this Section 2 Part B.1 (see page 30) less any applicable **Excess**(es).

## B.2 Other persons to whom We give cover under Section 2 Part B.1

**Authorised Drivers**

**We** provide the cover set out above in the "**Your** Cover" section to **Authorised Drivers** and **Excepted Persons**. **Authorised Drivers** and **Excepted Persons** only receive this cover if they comply with each term of the **Policy**, insofar as they are applicable (other than **Premium** payment).

**Your Policy** does not provide cover when **Your Vehicle** is being driven by any person who is not an **Authorised Driver** or an **Excepted Person**.

**Passengers**

We will pay any amount up to the maximum amount payable which a passenger(s) travelling in **Your Vehicle** with **Your** consent is (are) legally liable to pay for damages in respect of loss of or damage to someone else's property as a result of an **Accident** occurring during the **Period of Insurance** caused by that person while in **Your Vehicle** or while getting into or out of **Your Vehicle**.

**Employer**

**We** will cover, subject to the terms and conditions of this **Policy Your** employer, **Your** principal, **Your** partner, or the Commonwealth, State or Territorial Government, for their legal liability caused by **You** through **You** or another **Authorised**

**Driver** using **Your Vehicle** on their behalf subject to the employer, principal, partner or government entity taking all reasonable precautions to mitigate the possibility of incurring a liability under this **Policy** prior to **You** undertaking any activity that may incur such liability on their behalf.

There is no cover under this Section 2 B.1:

- Unless **You** and the **Authorised Driver** observe, fulfill and are subject to the terms, exceptions and conditions of this **Policy** insofar as they apply;
- In respect of damage to property owned by or in the care, custody or control of the person claiming to be indemnified under this section;
- In respect of any damage to **Your Vehicle**.

## B.3 Additional Benefits

**We** provide the following additional cover in relation to a valid claim under "**Your** cover" Section 2 Part B.1. (See page 30)

**Charging Cable**

**We** will cover **Your** legal liability up the **Policy** limit for death, bodily injury or damage to third party property arising out of the connection of **Your Vehicle** to a domestic rated mains power supply, or a rapid charging station whilst charging **Your Vehicle** in accordance with the Vehicle manufacturer's instructions.

However, **We** will only cover **Your** liability whilst it is connected by the means of the manufacturer supplied domestic charging cable or the rapid charging unit's standard heavy duty cable.

But **We** will not pay:

If **You** could have reasonably detected physical damage to the cable or charging unit which could give rise to an **Accident**.

**Substitute vehicle**

If **You** cannot drive **Your Vehicle** because it is being repaired or serviced, and:

- **You** or an **Authorised Driver** are driving another person's vehicle with their consent; and
- **You** or an **Authorised Driver**'s driving causes loss or damage to some other person's property during the **Period of Insurance**; and
- **You** are legally obliged to pay for that loss or damage, **We** will cover You for such loss or damage up to the maximum amount payable under this Section 2 Part B.3 (see page 32).

But **We** will not pay:

- If the vehicle **You** are driving has been rented or hired by **You** for a fee, or has been provided as a courtesy car while **Your Vehicle** is being repaired or serviced; or
- For any damage to the vehicle **You** are driving.

**Bodily Injury**

**We** will pay any amount up to the maximum amount payable which **You** are legally liable to pay for damages in respect of death or bodily injury as a result of an **Accident** occurring during the **Period of Insurance** and caused by **You** using **Your Vehicle**, provided **Your Vehicle** is registered for use on a public road when the liability is incurred.

**We** will not pay:

- If **Your** liability is covered or indemnified in any way by any statutory compulsory insurance, or fund, or **Accident** compensation scheme operating anywhere in Australia covering the payment of compensation of expenses for death or personal injury.
- For any liability to any Employee or any person who is deemed to be **Your** worker under any workers' compensation legislation or the beneficiaries of such persons including claims for loss of consortium.
- For any liability arising directly or indirectly out of death or bodily injury to any Employee or any person who is deemed to be **Your** worker under any workers' compensation legislation or the beneficiaries of such persons including claims for loss of consortium.
- For any amount of a claim in excess of that recoverable under any statutory compulsory insurance or fund, or Accident compensation scheme.

- If **Your** liability would have been covered or indemnified in any way if **Your Vehicle** had been registered in compliance with the requirements of any statutory compulsory insurance fund or **Accident** compensation scheme designed to protect against liability for claims in respect of death or bodily injury arising from the use of **Your Vehicle** and had **You** complied with the terms and conditions of such other insurance or scheme.
- For **Your** liability to any person in charge of **Your Vehicle**, any of **Your Employees**, any of **Your** family members or relatives and their domestic partners whether living with **You** or not, or a person who normally lives with **You** or the driver of **Your Vehicle** at the time of the **Accident**.
- More than the maximum amount payable under Section 2 Part B.

**What is the maximum amount payable under Section 2 Part B?**

**We** will not pay more than $20,000,000 in total (net any **Excess**(es) **You** have to pay) for any and all claims made under Section 2 Part B in relation to any one **Insured Event**.

**Third party property damage exclusions**

This Section 2 Part B (third party property damage insurance) does not cover:

- Loss or damage to property belonging to, or in the possession, custody or control of **You**, any family members or relatives and their domestic partners, whether living with **You** or not, a person who normally lives with **You** or the driver of **Your Vehicle** at the time of the **Accident**, or other persons to whom **We** give cover under this **Policy**.
- damage to any **Vehicle** insured under this **Policy**
- any penalty, fine, punitive, liquidated damage or similar penalty.

All parties seeking cover under this **Policy** are bound by the conditions and exclusions of this **Policy** insofar as the terms of this **Policy** and to the extent of law. Please be aware if **You** or any other party seeking indemnification under this **Policy** do not adhere to such or refuse to cooperate with the **Policy** requirements, **We** may refuse **Your** claim or reduce the amount **We** are obliged to pay by the amount to which **We** are prejudiced by **Your** non-compliance.

# Section 3: Conditions & Exclusions Applicable to all Sections of the Policy

## Conditions Applicable to all Sections of the Policy

1. Changing **Your Vehicle's Garaging** or parking or **Your Vehicle's Usual Overnight Garaging** or parking address. **You** must notify **Us** as soon as practicable (but within seven (7) days) in writing if:

- **Your Vehicle** will no longer be **Garaged** or parked overnight under **Your carport,** either permanently or temporarily, at the **Usual Overnight Parking Address**; and
- **You** have declared to **Us** that **Your Vehicle** is parked in a **Garage** or under **Your** carport overnight at **Your Usual Overnight Parking Address** and it is no longer parked, in a **Garage** or under **Your** carport overnight at **Your Usual Overnight Parking Address** either temporarily or permanently.

2. **Your Vehicles** Condition

**You** must ensure that **Your Vehicle**:

- Is kept in a good and roadworthy condition inclusive of tyres, brakes and lighting.
- Is not **Modified** without seeking **Our** written consent, such consent not to be unreasonably withheld or delayed (a **Modification** includes any change that impacts on the performance, security or value of **Your Vehicle**).
- Is not unregistered (unless **You** are insured under Laid Up Cover).

3. Securing **Your Vehicle**

**You** must ensure that if **Your Vehicle** is left **Unattended** at any time it is locked with all keys and access cards removed from the **Vehicle** and/or any security devices installed are functional and deployed.

## General Exclusions Applicable to all Sections of the Policy

**1. Exclusions for Certain Drivers**

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto and to the extent allowable by law, **We** will not pay any claim or indemnify **You** against any claim arising from an **Accident**, loss, damage or legal liability if at the time of any event, which results from **Your Vehicle** being driven by or was in the charge of any person:

- Who have not held the appropriate Australian drivers licence for a period of more than five years.
- With a percentage of drug or alcohol in their breath or blood, indicated by analysis of their breath or blood, exceeding that allowed by law.
- Who subsequently refuses a request from a person with legal authority to take a legal test for alcohol or drugs.
- Who is unlicensed and driving **Your Vehicle** with **Your** consent.
- Who has previously been refused cover or declined as a driver by **Us**.

**2. Exclusions for Certain Circumstances**

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto and to the extent allowable by law, **We** will not pay any claim or indemnify **You** against any claim arising from an **Accident**, loss, damage or legal liability if at the time of any such event **Your Vehicle** is:

- Being used in connection with a race, racetrack, trial, pace making, contest, course, motor sports event or driver skills training course. **We** will not treat a car rally organised by a social club or other like organisations as a race, trial, contest or other motor sports event if the rally takes place on a public street (but not temporarily closed or restricted to the public) and it is a condition that those taking part in the rally comply with the usual road traffic rules.
- Offered for private sale, and **You** do not accompany any prospective purchaser on a test drive and (ensuring they meet the **Policy** requirements around age or driver restrictions).
- Not removed from possible harm in the event of flood, fire or other weather perils such as hail where safe circumstances allow.
- Any post loss reduction in **Your Vehicle's** value, including as the result of an **Insured Event**, whether the damage is repaired or not.
- Being used in connection with the motor trade for experiment, test, trial or demonstration.
- Being used to carry passengers for reward (e.g. ride share), unless it is a private pooling arrangement; or the reward is a travelling allowance paid by **Your** full-time employer.

- Purchased as commercial stock in trade, or under a Motor Dealers Licence for the intent of sale in a wholesale or retail context.
- Being let out on or used for hire, courier services, driving lessons for reward, as a taxi truck, bus, and removalist's van or delivery truck.
- Being used with **Your** consent or reasonable knowledge for an illegal purpose.
- Being used in an unroadworthy or unsafe condition. But **We** will cover **You** if **You** can prove that **You** could not reasonably have detected the condition, or the condition did not contribute to the claim.
- Modified from its manufacturer's specifications without **Our** written consent (which consent was not unreasonably withheld or delayed).
- Loaded in excess of the manufacturer's or legal specifications for **Your Vehicle,** inclusive of any caravan or trailer attached thereto.
- Fitted with a fuel system which does not comply with the relevant Australian Standard.
- Not compliant with the relevant Australian Standards.
- Being used for transportation, loading, unloading or storage of hazardous goods such as explosives, corrosive, flammable, combustible or radioactive substances, poisons or toxic chemicals in or on **Your Vehicle**, except if carried in legal quantities and for domestic non business purposes only.

However, **We** will cover **You** in relation to the above exclusions (but not the person driving **Your Vehicle**) if **You** did not know of the above circumstances. **We** may seek recovery from the driver in charge of **Your Vehicle** who was responsible for the **Accident** or loss.

Further, **We** do not cover **You** for any **Accident**, loss, damage or legal liability that arises directly or indirectly:

- From the cessation of **Your** legal interest in **Your Vehicle**, for example where it has been sold.
- From a person legally taking **Your Vehicle**.
- From wear and tear, rust, corrosion, depreciation or mechanical, structural or electrical breakdowns or failures.
- From the cost of completing, correcting or repairing any previous work completed unless guaranteed by **Us**.
- From damage to tyres or wheels rims caused by braking, road punctures, cuts or bursts.
- From the cost of repairing old damage or fixing faulty repairs which were completed before this **Policy** commenced.
- Because of an intentional or **Reckless Act**, omission or conduct by **You** or people acting with **Your** express or implied consent. However, this exclusion does not apply to any person or entity insured under the **Policy** who is not the perpetrator of any such intentional act, omission or conduct or who did not know of or condone such act.
- Because **You** failed to take reasonable steps to protect **Your Vehicle** at the time and after the relevant **Insured Event**, this includes losses due to **You** or an **Authorised Driver** becoming aware of the theft of **Your Vehicle's** keys or other devices (such as access passes) which may provide access to **Your Vehicle** or **Your Vehicle's** keys.
- Because **You** undertook liability by agreement, which would not have been imposed, had the agreement not been entered into.
- From loss of use (for example, secondary causes or consequential loss such as loss of income or costs of alternative transport because **Your Vehicle** is not available for use).
- From the lawful seizure, confiscation, nationalisation or requisition of **Your Vehicle**.
- Loss or damage caused by domestic animals or pets owned by **You** or for which **You** are legally responsible.
- Loss or damage to **Your Vehicle** at **Your Usual Overnight Parking Address** when not in compliance with any overnight Garaging condition shown on **Your Policy Schedule**.

**3. Electronic Data & Software Exclusion**

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** does not cover any Accident, loss, damage or legal liability that arises directly or indirectly from:

- Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data and/or Software,
- Error in creating, amending, entering, deleting or using Electronic Data and/or Software, or
- Total or partial inability or failure to receive, send, access or use Electronic Data and/or Software for any time or at all, for any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

Electronic Data means facts, concepts and information converted to a form usable for communications, display, distribution, interpretation, or processing by electronic or electromechanical data processing or electronically controlled equipment.

Software means programs, procedures, and routines associated with the operation of electronic or electromechanical data processing or electronically controlled equipment, including any operating system.

This exclusion does not apply to any section of the **Policy** dealing specifically with glass.

This exclusion does not apply in the event that a peril listed below (being a peril insured by this **Policy** but for this exclusion) caused any of the matters described above).

Fire, lightning, thunderbolt, aircraft or other aerial devices or articles dropped there from, earthquake, subterranean fire, volcanic eruption, storm, tempest, rainwater, snow, sleet, wind, hail, water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, explosion, impact by vehicles, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, watercraft, meteorites, or theft of Electronic Data and/or Software solely where such theft is accompanied by theft of the computer hardware, firmware, medium microchip, integrated circuit or similar device containing such Electronic Data and/or Software.

**4. Cyber Attack Exclusion**

This **Policy** does not cover any **Accident**, loss, damage or legal liability that arises directly or indirectly from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

**5. Terrorism Exclusion**

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** does not cover any Accident, loss, damage, legal liability or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this exclusion terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

**6. War and Civil War Exclusion**

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** does not cover any **Accident**, loss, damage or legal liability arising directly or indirectly from, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**7. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this **Policy** does not cover any **Accident**, loss, damage or legal liability that arises directly or indirectly from:

- Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this sub- clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

- Any chemical, biological, bio-chemical, or electromagnetic weapon.

**8. Sanction Limitation and Exclusion**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

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One Underwriting's global network and expertise allows us to deliver responsive and innovative risk solutions so you can focus on growing your business.

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