



Securus Motor Vehicle Insurance

Product Disclosure Statement and Policy Wording

Developed and arranged by: Freeman McMurrick Pty Limited
ACN 006 767 540 AFSL 236653

Underwritten by: Certain Underwriters at Lloyd's

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THIS CERTIFICATE OF INSURANCE confirms that in return for payment of the Premium shown in the Schedule, Certain Underwriters at Lloyd's have agreed to insure **You**, in accordance with the wording attached to this Certificate.

You or **Your** representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Certain Underwriters at Lloyd's is liable by requesting them from Freeman McMurrick Pty Ltd. In the event of loss, each Insurer (and their executors and administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Insurers have relied on the information and statements that **You** have provided on the Proposal Form (or Declaration) the date of which is stated in the Schedule. **You** should read this Certificate carefully and if it is not correct contact Freeman McMurrick Pty Ltd. It is an important document and **You** should keep it in a safe place with all other papers relating to this insurance.

This Certificate is issued by Freeman McMurrick Pty Ltd in accordance with the authority granted to them by Certain Underwriters at Lloyd's under the Agreement number referred to in the **Schedule**.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Securus Motor Vehicle Insurance provides the following significant benefits:

- Three Year New Vehicle Replacement benefit
- Lifetime guarantee on authorised repairs
- Agreed value cover or (Market Value at **Your** option)
- Essential Temporary Repairs
- Car Hire benefit after theft or **Accident**
- Premium Reductions through Flexible Excesses (at **Your** option)
- **You** will not lose **Your** no claim bonus if **You** can prove that **You** were not at fault in an **Accident**
- **You** will not have to pay an excess if **You** can prove that **You** were not at fault in an **Accident**
- Collectable Caravan or 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**
- Riding apparel cover

This **Policy** booklet contains an explanation of these benefits and limits which may apply to them.

The PDS & **Policy** Wording number FMMLLOPMV04 prepared on 1st July, 2015.

Section I: Introduction & Information

Our Product Disclosure Statement:

This **Policy** document is also a Product Disclosure Statement (PDS).

A PDS is a document required by the Corporations Act and contains information designed to help **You** decide whether to buy the **Policy** and to enable **You** to compare this product with other insurance. This document also contains important information about **Your** rights and obligations including Cooling Off. 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 Freeman McMurrick Pty Ltd ABN 50 006 767 540, Australian Financial Services Licence No. 236653 and Certain Underwriters at Lloyd's who are the insurer of this product.

Who is the Insurer

The insurer of this PDS is: Certain Underwriters at Lloyd's.

Lloyd's is the world's largest specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. It is often the first to insure emerging, unusual and complex risks.

Around 80 syndicates are underwriting at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world. Lloyd's insures the majority of FTSE 100 and Dow Jones industrial average companies.

Lloyd's enjoys strong financial security supported by excellent ratings. Visit www.lloyds.com for more information.

In Australia, Lloyd's aim is to provide the highest service to **our** Policyholders. Lloyd's is also proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement **We** have made under the General Insurance Code of Practice, additionally **We** have developed policies for the fair handling of complaints from Lloyd's Policyholders and protection of **Your** privacy.

Lloyd's is authorised under the Australian Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia.

Contacting Lloyd's in Australia:

Lloyd's Australia Limited
Suite 2, Level 21 Angel Place
123 Pitt Street, Sydney NSW 2000
Telephone: (02) 9223 1433

The Insurers Coverholder

Freeman McMurrick Pty Ltd ABN 50 006 767 540 Australian Financial Services Licence Number 236653 can issue, vary, renew, and cancel this **Policy** under a binder given to it by Certain Underwriters at Lloyd's who is the insurer. A binder allows Freeman McMurrick Pty Ltd to enter into contracts that are risk insurance products on behalf of the insurer as insurer. This means that the insurance **Policy** issued to **You** by Freeman McMurrick Pty Ltd is binding on the insurer just as if it had issued the **Policy** itself.

Contacting Freeman McMurrick in Australia:

Freeman McMurrick Pty Ltd
Level 50,80 Collins Street
Melbourne VIC 3000
Telephone (03) 9211 3700

About the Available Covers

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

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

Additional Benefits included are:

- Three Year New Vehicle Replacement benefit (page 21)
- Reasonable Towing and Storage Costs (see page 21)
- Trailer Cover up to \$1,000 (see page 21)
- Accommodation and Travel up to \$2,500 (see page 22)
- Personal property up to \$800 (see page 22)
- Hire Vehicle after theft up to \$100 per day for a maximum period of 14 days (see page 22)
- Hire Vehicle after an **Accident** up to \$100 per day for a maximum period of 14 days (see page 22)
- Change of Vehicle (see page 23)
- Windscreen and Window Glass Damage only (see page 22)
- Riding Apparel up to \$3,000 (see page 21)
- Cover for declared **Accessories** and modifications (see page 18)
- Replacing, recoding, rekeying up to \$2,000 (see page 21)
- Automatic coverage for 30 days on newly acquired vehicles (see page 23)

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 24)
- Laid Up Cover – for vehicles under restoration or storage (see page 24)
- Limited Use premium discounts for usage of under 6,000km or under 3,000km per annum (page 24)
- Collectible Caravan Cover for Your period or reproduction caravan (see page 23)
- Salvage Rights for vehicles older than 25 years (page 23)
- No Claim Bonus Protection (page 22)
- (Refer to the **Policy** Wording for full terms, conditions, exclusions and limits)

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, does not form part of the **Policy** and cannot be relied on as a full description of the cover provided. Please refer to the **Policy** for its full terms, conditions and exclusions.

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

- **Your** legal liability (up to \$20 million each event including certain legal defence costs), for damage to other people’s property caused by a motor vehicle **Accident** which is **Your** fault.

Code of Practice

Lloyd’s is a signatory to the General Insurance Code of Practice, which is a voluntary Code committed to raising the standards of service to customers and sets a minimum standard which insurers and their representatives are bound to uphold for the services they provide. Information brochures on the Code are available on request.

Important Information

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 will be listed on **Your Policy Schedule** and/or any Endorsement of **Your Policy Schedule**.

Some examples of what **You** may not be covered for include:

- When the driver of **Your Vehicle** is aged under 25 or over 80 (motorcycles 70 years);
- Where **Your Vehicle** is used in an unroadworthy or unsafe condition;
- When **Your Vehicle** is required to be **Garaged** overnight, locked and/or activated alarms and **You** have not done so;
- You or someone with Your permission drives **Your Vehicle** impaired by drugs or alcohol;
- **Your Vehicle** is driven by someone who is unlicensed or not the holder of an Australian driving licence of not less than 5 years with **Your** consent;
- 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 11 and the **Policy** Wording beginning on page 18.

Excess

Please read the **Policy** Wording carefully for full details about lodging a claim on page 15. 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 application. The amount of any excesses are set out in **Your Schedule**.

There are three types of **Excess**:

- **Basic Excess** – this is the first amount You must pay towards each claim (this excess is reduced to NIL on the first claim for window glass only for each **Period of Insurance**).
- **Imposed Excess** – this is an Excess, which only applies to specified persons or specified events if shown on **Your 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 window glass 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:

- **We** agree that the **Accident** that led to the claim was totally the fault of a third party; and
- **You** can provide **Us** with that third party's name and address or information leading to the identification of the third party.
- **We** will also not apply an excess, regardless of the driver age, if:
 - (i) A valet was parking **Your Vehicle**; or
 - (ii) Whilst being repaired or serviced, occasioning damage or loss.

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 10-11);
- "Conditions and exclusions" section found on pages 27-29 and "Making a claim" section found on page 15 (these set out certain obligations that **You** 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 pages 11 which contains details regarding important information on **Your** duty of disclosure, our Privacy **Policy** and our dispute resolution process.
- When **You** apply for the **Policy** by completing our proposal **We** agree with **You** on things such as:
- The period of insurance, **Your Premium**, what property **You** want to cover, the limits **You** want for certain covers, (if optional), the **Excess(es)** that will apply to You or others and whether any standard terms need to be varied (this may be by way of an endorsement).

These details are recorded in the schedule **We** issue to **You**.

Factors that affect Your premium

The base premium **We** charge varies according to **Your** risk profile and how extensive the level of cover is **You** select. The following table is a guide to how these factors combine and may impact upon the assessment of risk, and therefore the amount of **Your** premium.

Factor	Lower Risk – Reduces Premium	Higher Risk – Increases Premium
State where vehicle Garaged	TAS, WA, SA, NT	NSW, VIC, QLD
Region	Country	Metropolitan
Type of Vehicle	Classic or Prestige Vehicle	Modified or High Performance
Sum Insured	Lower Value	Higher Value
Vehicle Use	Limited Use	Commuting and 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 amount payable when **You** apply and if **You** effect cover, the amounts due will be confirmed in **Your Schedule**.

Note that if **Your Premium** is not paid this may result in our refusal to pay a claim.

- 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. **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 use the contact details on the front cover.

How do I apply for cover?

Read this Booklet carefully

- It explains the cover provided, limitations and exclusions.

Fill in and sign the proposal

The proposal 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) and any Supplementary PDS (SPDS), **Our** Financial Services Guide (FSG) and any Statement of Advice (SOA) to assist in **Your** decision that **Our** product meets **Your** needs.

Based on the proposal **We** will tell **You** if **We** will agree to cover **You**. If **We** do, **We** will issue **You** with a schedule setting out details of the cover provided to **You** by the **Policy**.

Joint Policyholders

If **Your Policy** is insured in more than one name, each named party shall have ability to make changes to **Your Policy** with our agreement. **We** will treat any act, omission, statement, claim or cancellation as being made by all of those persons named on the **Policy**.

Keep in a safe place:

- This Booklet
- And **Your Schedule**.

Please read both carefully and if **You** need help, please ring **Your** insurance broker or Freeman McMurrick Pty Ltd.

Renewal Procedure

Before the **Policy** expires, **We** will advise the policyholder whether **We** intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

Definitions

Accessories means only accessories covered by the definition of **Your Vehicle**.

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

Agreed value is the value of **Your Vehicle** agreed by Us and You, and stated on **Your** schedule.

At Fault means that **You** were responsible for an **Insured Event** or where **You** are unable to provide full details of the responsible party.

Authorised Driver means any person named on **Your Policy Schedule**, or a person of the **Prescribed Age** who will drive **Your Vehicle** for less than 2% of the time during the insured period.

Communal Garage means a 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 access.

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 first amount which is payable by **You** in relation to any loss and is set out in the **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 sale;
- A domestically employed nanny or chauffeur;
- An employee of any parking station for the purpose of parking;
- Under or over the **Prescribed Ages** shown in **Your 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**.

We will not provide cover:

Once the driver obtains the appropriate drivers licence or permit and is aged under minimum **prescribed age** shown on **Your Policy Schedule**.

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 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 **Schedule**.

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

Market Value means the value **We** determine as being the replacement cost of **Your Vehicle** with another of the same make, model and series at the time of **Your** total loss.

Modified means that **Your Vehicle** has alterations to the engine, drive-train, suspension or wheels other than by the manufacturer's design.

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

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

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

- **Your** completed proposal;
- **Your 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** with our written consent

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.

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

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**.

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

Sum Insured means the **Agreed Value** or **Market Value** as shown on **Your Policy Schedule**.

Total loss means if **Your Vehicle** is damaged beyond an amount **We** consider is economical to repair.

Unattended means any time when there is no person in **Your Vehicle** with **Your** permission or the permission of an **Authorised Driver** and is unlocked and/or security devices installed not deployed.

We, Our or **Us** refers to Freeman McMurrick as Coverholders for Certain Underwriters at Lloyd's as the insurer.

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

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

Important Terms and Conditions

Your Duty of Disclosure:

The Insurance Contracts Act 1984 imposes a duty of disclosure on **You** when **You** first enter into an insurance **Policy** with **Us**, and when **You** vary, renew, extend, reinstate or replace **Your** insurance **Policy**.

What You must tell Us

When answering **our** questions, **You** must be truthful and **You** have a duty under law to tell **Us** anything known to **You**, and which a reasonable person in the circumstances would include in answer to the question. This includes **Your** driving record, criminal and insurance history. **We** will use the answers in deciding whether to insure **You** and anyone else to be insured under the **Policy**, and on what terms.

Who needs to tell Us

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

If You do not tell Us

If **You** do not answer **Our** questions in this way, **We** may reduce or refuse to pay a claim or cancel the **Policy**. If **You** answer **Our** questions fraudulently, **We** may refuse to pay a claim and treat the **Policy** as never having worked.

Privacy Consent and Disclosure

In this statement “**we**”, “**us**” and “**our**” means Lloyd’s and Freeman McMurrick Pty Ltd as its agent.

We are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012. This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

Our Privacy Policy, available at www.freemanmcmurrick.com.au/privacy-policy.htm or by calling **us**, sets 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** application 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 or by completing and submitting a Personal Information Request Form available at www.freemanmcmurrick.com.au/documents/fmm-personal-information-request-form.pdf or by calling Freeman McMurrick.

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, direct marketing, claims handling and recruitment. 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, 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.

You are entitled to access **your** information if **you** wish and request correction if required. **You** may also opt out of receiving materials sent by **us** by contacting Freeman McMurrick Pty Ltd on (03) 9211 3700.

Cooling off period

You may cancel and return **Your Policy** by advising Freeman McMurrick Pty Ltd in writing within 21 days after **We** enter into it, 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 calling Freeman McMurrick Pty Ltd at;

Level 50, 80 Collins Street

Melbourne VIC 3004.

Telephone: (03) 9211 3700

Fax: (03) 9211 3740

Email: motorsolutions@freemanmcmurrick.com.au

When does the insurance cover begin?

The insurance begins on the date stated on **Your Schedule**, this will usually be the same date as **Your** Interim Certificate 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 that **We** require in relation to that variation in accordance with **Your** instructions.

When does the insurance cover end?

It ends on the expiry date stated on **Your Schedule** at 4 pm 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. **We** will do so by giving **You** a written notice. After deducting the premium for the period of insurance up to the date of cancellation, **We** will refund to **You** the balance of any premium paid by **You** 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.

Premium

Premiums will become payable on an annual basis either:

- When **We** enter into **Your Policy** or on a variation to **Your Policy**; or
- Otherwise in accordance with **Our** instructions.

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

Other Costs, Fees and Charges

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

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

No claim bonus

A no claim bonus is a benefit **We** give **You** to reward **You** for **Your** motor insurance history. To qualify for a no claim bonus:

- **You** must give **Us** written proof from **Your** previous motor vehicle insurer of the number of claim free years **You** have had; and
- **Your** previous motor vehicle insurance must have run out or been cancelled in the last year and be of a type acceptable to **Us**.

Your no claim bonus depends on the number of claim free years that **You** have had.

We will tell **You** **Your** entitlement to a no claim bonus.

If:

- **You** and **Your** spouse have been jointly driving a vehicle;
- **You** or **Your** spouse have a no claim bonus for that vehicle from **Us** or another insurer who works out entitlements to a no claim bonus in a similar way to **Us**; and
- **You** or **Your** spouse buy a second vehicle then **Your** no claim bonus entitlement extends to **Your** spouse and/or the second vehicle.

Faultless no claim bonus

We will not reduce **Your** no claim bonus if **You** can satisfy **Us** that:

- The event that led to the claim was totally the fault of a third party and **You** can tell **Us** their name and address; or
- The claim is **Your** first claim during the period of insurance under **Your Policy** for damage to **Your** windscreen or external vehicle glass

Making a claim?

If an **Accident** occurs giving rise to a claim by **You** on **Your Policy**, then **You** or the person making the claim must:

- Tell **Us** without delay by telephoning the Claims Assistance Hotline:

Proclaim

Locked Bag 32012,
Collins St East, VIC 8003
Telephone: (03) 9660 5255
Fax: 1300 858 329
Email: fmm@proclaim.com.au

or by calling **Your** insurance broker. Proclaim is authorised by **Us** to handle and settle claims on **Our** behalf. Proclaim does not act for **You**;

- Do everything reasonable to limit the loss or damage and prevent further loss or damage;
- Where appropriate, report the event to the Police as soon as **You** can after it occurs. 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**;
- Complete and send to **Us** the claim form Proclaim sent to **You**;
- 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 recover damage, without **Our** written consent.

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.

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 possible.

How We Settle Your claim

The basis of settlement will be at **Our** option to pay the cost of;

- Repairing **Your** vehicle
- Pay **You** the cost to repair **Your Vehicle** provided such payment does not exceed the **Insured Value** shown in the **Schedule** at the time of the loss or the Agreed Value if such value is shown in the **Schedule**.

However ;

- Where **Your Vehicle** is determined by **Us** as 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 Three Year New **Vehicle** Benefit, see page 18.

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. 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 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. If, **We** ask **You** to contribute **We** will explain the reasons behind such, the amount of such contribution and how to pay.

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 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.

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 immediately if;

- **You** have an accident or an incident which may give cause to claim on this policy.
- **You** change the frequency of use of **Your** vehicle, (i.e 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, criminal or insurance history not disclosed in **Your** original proposal form/declaration to **Us**.
- **You** change address, the usual 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 Schedule**, **You** must make a written request to **Us** setting out:

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

Your requested change(s) will become effective:

- If **We** inform **You** in writing that **We** agree, and
- **You** pay any additional premium required by **Us** in accordance with **our** instructions.

Dispute Resolution

We are committed to handling any complaints about our products or services efficiently and fairly.

If **You** have a complaint:

1. Contact Freeman McMurrick on (03) 9211 3700 or freeman.mcmurrick@freemanmcmurrick.com.au
2. If **Your** complaint is not satisfactorily resolved within 15 business days or **You** are not happy with **Our** response to **Your** dispute, **You** may request that **Your** matter be reviewed by management by writing to:
Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone: (02) 9223 1433
3. If **Your** dispute remains unresolved **You** will be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. The (FOS) is a national scheme for consumers, free of charge and is aimed at resolving disputes between insured and insurance company. For more information the contact details are provided below;

Contact details are:

Financial Ombudsman Service Limited
Telephone: 1 300 780 808 (local call fee applies)
Email: info@fos.org.au
GPO Box 3
Melbourne VIC 3000

In the event of a legal dispute:

The Insurers hereon agree that:

In the event of a dispute arising under this Insurance, the Underwriters will at **Your** request submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

Any summons notice or process to be served upon the Underwriters may be served upon the Lloyd's Representative in Australia at the aforementioned address, who has the authority to accept service and to enter an appearance on the Underwriters' behalf, and who is directed at **Your** request to give a written undertaking to **You** that he will enter an appearance on the Underwriters' behalf.

If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of any such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Coverholder (the intermediary) placing this insurance.

Section 2 : Securus Motor Vehicle Policy Wording

What We insure under this Policy

- (a) Loss or damage to **Your Vehicle**
- (b) Third party property damage

Each type of insurance is described in this section.

Who We insure under this Policy

This **Policy** only provides cover for

- **You**;
- **Authorised Drivers**; and
- **Excepted Persons**.

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

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 Booklet.

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**, **We** will in our total discretion, do one of the following:

- Pay **You** the **Reasonable Cost** to repair **Your Vehicle**;
- Arrange and pay for the repair of **Your Vehicle**; or
- If **Your Vehicle** is a **Total Loss**, pay **You** the **Insured Value** of **Your Vehicle** as specified in the **Schedule**, less any applicable **Excess(es)**.

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 Schedule**.

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, in respect of 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 **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?

We will pay no more than the **Insured Value** of **Your Vehicle** for any claim made under this Section 2 Part A.

Where **Your Vehicle** has sign writing and artwork and is specified in the **Schedule** as an **Accessory** **We** will pay up to \$500 in addition to the **Insured Value** in respect of such sign writing and artwork.

See also GST provision on page 16, which applies.

Essential Temporary Repairs

If **You** have an **Accident** and **Your Vehicle** is damaged, **You** may arrange essential temporary repairs for **Your Vehicle** of up to \$2,000 so **You** can get **Your Vehicle** to **Your** destination or a repairer. **Excesses** may be applicable to this benefit.

Repairers

You may choose the repairer of **Your Vehicle**. However, **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, **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. **We** may also compare **Your** repairer's quotation with a quotation **We** obtain from a repairer **We** choose.

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 (OEM) parts when **We** authorise repairs to **Your** vehicle. However Australian Design Rule (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:

- are consistent with the age and condition of **Your Vehicle**;
 - do not affect the safety or the structural integrity of the **Your Vehicle**;
 - comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
 - do not adversely affect the post-repair appearance of **Your Vehicle**; and
 - 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 two (2) 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.

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.

You or **Your** repairer must obtain our written agreement to start repairs before **We** will accept responsibility for them, except for Essential Temporary Repairs up to \$2000.

- **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). **You** must give **Us** the opportunity to inspect the **Insured Vehicle**. 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 give **You** the following additional cover in relation to a valid claim under “**Your** cover” Section 2 Part A .1 (see pages 18):

Three Year New Vehicle Benefit

This benefit is not applicable to Caravans or Trailers.

If **Your Vehicle** was purchased new by **You** and it becomes a total loss within 36 months from when it was first registered, **we** will at **Your** option:

- Subject to availability, replace **Your Vehicle** with a new vehicle of the same make and model and with the same accessories as are shown on **Your Schedule**; or
- Pay 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 are shown on **Your Schedule** if **We** are able to source, supply and/or order a new vehicle of the same, make, model and series or its equivalent superseded version 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; and **We** will also continue **Your Policy** in place until the existing expiry date.

Recoding and re-keying locks

If, as the result of an **Insured Event Your Vehicle** requires locks to be replaced, re-keyed or recoded, **We** will pay up to \$2,000 in any one **Period of Insurance**.

Riding Apparel cover – applicable to motorcycles only

If **Your Vehicle** is a motor cycle and is involved in an **Insured Event**, **We** will pay for loss or damage which renders the item unusable to motorcycle riders 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.

Tools and Spare Parts

We will pay the replacement cost of (but not more than \$300 in the **Period of Insurance**) for loss or damage to tools and spare parts which are **your** personal property and which are kept on or inside **Your Vehicle**, as the result of, or caused by an **Insured Event**.

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.

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, or any other reasonable place **We** choose.

Express Freight

If **You** make a claim (other than a windscreen claim which is covered by this **Policy**, **We** will pay the reasonable costs (but not more than \$3,000) towards the cost of express air freight to import the parts necessary to repair **Your Vehicle**, if the parts are not obtainable in Australia.

Trailer cover

If a caravan or trailer owned by **You**, but not shown on **Your Schedule**, is attached to **Your Vehicle** and is damaged in an **Accident**, **We** will pay the reasonable cost of repairs of the caravan or trailer (but not more than \$1,000 in total) after deduction of the applicable **Excess(es)**.

Accommodation and Travel

If **you** are more than 100 kilometres 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 essential 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 \$250 per day, up to \$2,500 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** is 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 up to \$150 per item and \$800 in total for the **Period of Insurance**.

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.

However **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 personal property.

Hire Vehicle after Insured Event

If **Your Vehicle** is noted on the **Policy Schedule** for "Regular or Daily Use" and is lost or damaged due to an **Insured Event**, **We** will pay the costs of hiring a replacement vehicle, up to a maximum amount of \$100 per day.

However **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 when:
 - (i) If **Your Vehicle** was stolen, 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;
 - (ii) If **Your Vehicle** was damaged, 24 hours after repairs are completed, or is declared a total loss; or
 - (iii) 14 days from the date of the vehicle being handed over to a repairer.

You must pay all running costs and extras of the hire 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.

No Claim Bonus Protection

If this benefit is shown on **Your Schedule**, **Your** no claim bonus as shown on **Your Schedule** is protected for life with **Us**.

If **You** have insured with **Us** and **You** were entitled to a protected no claim bonus with a previous insurer, **We** will continue to provide that benefit, provided **You** supply **Us** with evidence of such.

If **You** have been insured with **Us** on a Rating 1 benefit for three consecutive years and have had no at fault claims, **We** will provide **You** with no claim bonus protection.

Windscreen and Window Glass damage only

If **You** have a claim for windscreen and/or window glass damage **We** will not pay for;

- Replacement of rubbers or sealant due to wear, tear or deterioration;
- 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.

However, if **We** do pay a claim for windscreen or window glass damage you will not be required to pay the **Policy Excess** for the first such claim during the **Period of Insurance**. 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**.

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 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 \$250,000;
- Inform **Us** in writing within 30 days from the date **You** buy it; and
- Pay any reasonable additional premium required by **Us**.

We will transfer 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.

This clause does not apply where the purchase of **Your** replacement vehicle follows a total loss which has been paid by **Us**.

Funeral Expenses

If as the result of an **Insured Event**, an **Authorised Driver** suffers an injury which causes their death within twelve months of the date of the **Accident** and such death occurs in the same **Period of Insurance** that **We** settle **Your** claim **We** will pay the actual funeral expenses for the deceased driver (but only up to \$5,000).

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 insure such will be shown on **Your Schedule**.

See also the GST provision on page 14, which applies.

A.3 Optional extensions

If **You** choose and **We** agree to include any 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.

We will not pay

- Any claim where **You** have not informed **Us** of a change from concessional registration to full registration.
- Any claim where **You** have not complied with the relevant law in **Your** jurisdiction regarding the usage and 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 Schedule** (in this Extension called "**Your Caravan**") and it is lost or damaged, **We** will at **Our** option;

- Pay the **Reasonable Cost** of repairs to **Your Caravan**; or
- Arrange for the repair of **Your Caravan**; or
- If **Your Caravan** is a total loss, pay **You** the **Insured Value** of **Your Caravan**, less any applicable **Excess(es)**.

However **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 period accessories is \$500, unless a higher value is shown on **Your Schedule**.

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 locked **Garage**; or
- At a **Garage**, workshop or related place of business undergoing work, restoration or storage; or
- At a club event; or
- Being loaded or unloaded for transport purposes.

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 Options

If **You** do not drive **Your Vehicle** on a daily basis, premium discounts are available for limited use (“Limited Use or “Extreme 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 or Extreme Limited Use exceeds the amount set out below by more than 10%.

Limited Use is either:

- Limited Use for annual kilometre usage of up to 6,000km; or
- Extreme Limited Use for annual kilometre usage of up to 3,000km; and not driven daily

If **We** are advised of a change in **Your** annual kilometre use, of **Your Vehicle** by more than 10%, **You** may have to pay an additional premium.

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 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

BI Your cover

We will pay any amount up to the maximum amount payable 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**. **We** will also pay legal costs incurred with **Our** prior written consent in connection with defending any such claim but only up to the maximum amount payable under this Section 2 Part B.1 (see page 26) less any applicable **Excess(es)**.

B2 Other persons to whom We give cover under Section 2 Part B I

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** (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 2B1:-

- Unless **You** and the **Authorised Driver** observe, fulfil and are subject to the terms, exceptions and conditions of this **Policy** insofar as they apply;
- In respect 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**.

B3 Additional Benefits

We give **You** the following additional cover in relation to a valid claim under “**Your** cover” Section 2 Part B.1. (See page 25)

Substitute vehicle

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

- **You** are driving another person’s vehicle with their consent; and
- **Your** driving causes **Accidental Damage** to some other person’s property during the **Period of Insurance**; and
- **You** are legally obliged to pay for that damage, **We** will cover **You** for that damage up to the maximum amount payable under this Section 2 Part B.3 (see page 26).

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 have 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 (less 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**.

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

Conditions Applicable to all Sections of the Policy.

1. Changing Your Motor Vehicle's Garaging or Parking or Your Motor Vehicle's Garaging or Parking Address

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

- **Your Vehicle** will no longer be **Garaged** or parked overnight under **Your** carport, either permanently or temporarily, at the address **You** have declared to **Us** as the address where **Your Vehicle** is parked overnight;
- **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 condition.
- Is not modified without seeking our written consent (a modification includes any change that impacts on the performance, security or the 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 and/or any security devices installed are 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 in a claim **Your Vehicle** was 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.
- Impaired by, or under the influence of, any drug or alcohol,.
- 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, 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.
- Being used in connection with the motor trade for experiment, test, trial or demonstration.
- Being used to carry passengers for reward, unless it is a private pooling arrangement; or the reward is a travelling allowance paid by **Your** full-time employer.
- Being 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 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, and the condition did not contribute to the claim.
- Modified from its manufacturer's specifications without **Our** written consent.
- 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.

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**.
- 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 act, omission or conduct by **You** or people acting with **Your** express or implied consent.
- Because **You** failed to take reasonable steps to protect **Your Vehicle** at the time and after the relevant **Insured Event**.
- 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 to **Your Vehicle** (including damage to **Your Vehicle's** engine or fuel system) resulting from the incorrect type of fuel being used.

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.

In any action suit or other proceedings where **We** allege that by reason of this definition a loss, damage or expense is not covered by this **Policy**, the burden of proving that such loss, damage or expense is covered shall be upon **You**.

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, United Kingdom or United States of America.

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Freeman McMurrick'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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