



One Underwriting Pty Ltd

# Track Insurance Cover

Product Disclosure Statement  
and Policy Wording

April 2021

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

OU202010416

**one**  
UNDERWRITING

This Policy has been developed and arranged by One Underwriting Pty Ltd (ABN 50 006 767, Australian Financial Services Licence Number 236 653).

This Policy is underwritten by HDI Global Specialty SE - Australia (ABN 58 129 395 544, Australian Financial Services Licence number 458 776) of Level 19, 20 Martin Place, Sydney NSW 2000.

This document consists of two parts. Part 1 is the Product Disclosure Statement (PDS) and Part 2 is the Track Insurance Cover Policy Wording.

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# Product Disclosure Statement

This document is a **Policy** Wording and 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 products. This document also contains important information about **Your** rights and obligations including cooling off where allowed. The terms and conditions of **Your** insurance are contained in the **Policy** wording and should be read together with this PDS.

Please ensure that this product meets **Your** needs, as any insurance **Policy** will never cover every risk scenario. There are also important limitations and exclusions that **You** should be aware of in considering this product which may reduce or limit coverage.

**We** may need to update the information contained in this PDS or supplement it from time to time. A copy of the updated **Policy** will be provided to **You** when this occurs, or at the time of offering a renewal invitation (where the **Period of Insurance** relates for an annual period).

Also set out in this document is information explaining the relationship between One Underwriting Pty Ltd ABN 50 006 767, Australian Financial Services Licence number 236 653 and the **Insurer** of this product.

## About the Insurer

The **Insurer** of this **Policy** is HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFS Licence number 458 776) herein after referred to as the **Insurer**, with its registered address at Level 19, 20 Martin Place, Sydney NSW, 2000.

The **Insurer** is regulated by the Australian Prudential Regulation Authority ("APRA"). The **Insurer** is registered in Germany, with its registered office at Podbielskistrasse 396,

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").

From 1 July 2021, the Insurer is a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## About One Underwriting

One Underwriting Pty Ltd (OU) ABN 50 006 767 540 Australian Financial Services Licence number 236 653 can issue, vary, renew, and cancel this **Policy** under a binding agreement given to it by the **Insurer**. A binding agreement allows OU to enter into contracts that are risk insurance products on behalf of the **Insurer**. This means that the **Policy** issued to **You** by OU is binding on the **Insurer** just as if the **Insurer** had issued the **Policy** itself.

## Contacting One Underwriting in Australia

You can contact One Underwriting as follows:

t 1800 023 063

f (07) 3223 7497

e [motorsolutions@oneunderwriting.com.au](mailto:motorsolutions@oneunderwriting.com.au)

For a full list of the One Underwriting branches in Australia, please refer to the One Underwriting website: [www.oneunderwriting.com.au](http://www.oneunderwriting.com.au)

## About the Available Cover

Your Policy provides cover for and arising from the use of Your Vehicle for a range of events as set out in this Policy wording and Your Policy Schedule.

We agree to cover Your Vehicle for

- **Market Value** or **Agreed Value**.

Significant features and benefits of the Policy include loss or damage directly occasioned by:

- Collision or overturning as the direct result of an **Accident** occurring on a **Race Track** at an **Organised Motor Sport Meeting** specified on Your Policy Schedule.
- Explosion as the direct result of an impact occurring on a **Race Track** at an **Organised Motor Sport Meeting** specified on Your Policy Schedule.
- Fire as the direct result of an impact occurring on a **Race Track** at an **Organised Motor Sport Meeting** specified on Your Policy Schedule.
- Impact of Your Vehicle with an external object or **Vehicle** occurring on a **Race Track** at an **Organised Motor Sport Meeting** specified on Your Policy Schedule.
- **Malicious Damage** - to Your Vehicle whilst on or at a **Race Track** whilst at an **Organised Motor Sport Meeting** specified on Your Policy Schedule.
- **Flood** occasioning damage to Your Vehicle whilst on or at a **Race Track** at an **Organised Motor Sport Meeting** specified on Your Policy Schedule.
- Theft of Your Vehicle whilst on or at a **Race Track** at an **Organised Motor Sport Meeting** specified on Your Policy Schedule.

### Optional & Additional Cover available:

- **Transit** damage where requested and shown on Your Policy Schedule, for the **Conveyance** of Your Vehicle throughout Australia, or damage whilst stored at an **Organised Motor Sport Meeting**.
- Annual storage cover for Your Vehicle – where requested and shown on Your Policy Schedule.

- Equipment and spare parts cover – where requested and shown on Your Policy Schedule.
- Professional and competitive cover – where requested and shown on Your Policy Schedule.

You should refer to the Policy wording for full terms, conditions, exclusions and limits.

## Significant Exclusions and Special Conditions

We will not cover loss or damage directly or indirectly resulting from;

- Your Vehicle being driven by any person not nominated on the Policy Schedule as an **Authorised Driver**.
- Hire of, or loss of hire of, Your Vehicle;
- Theft of Your Vehicle other than on a **Race Track** at an **Organised Motor Sport Meeting** specified on Your Policy Schedule, or where agreed and shown on Your Policy Schedule throughout the **Conveyance** of Your Vehicle whilst in **Transit**.
- Loading and unloading of Your Vehicle onto a **Conveyance** or trailer;
- Legal liability of any nature whatsoever.

To make sure You are aware of all exclusions and conditions please carefully read the Common Terms on page 10 and the Policy Wording beginning on page 10.

## Excess

Please read the Policy wording carefully for full details about lodging a claim on page 8. An excess is the first 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 excess(s) are set out in Your Policy Schedule.

## Understanding your Policy

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

This Product Disclosure Statement (PDS) pages 4 - 9 which contains details regarding important information on Your duty of disclosure, Our Privacy Policy, Our dispute resolution process, and about the available type of cover and benefits in the relevant sections, including any endorsements, and;

"Conditions and exclusions" section found on page 15, and;

"Making a claim" section found on page 8 (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).

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 done by way of an endorsement).

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

- The base **Premium We** charge varies according to **Your** risk profile (for example, the type of **Vehicle** being insured, amount of cover required, the **Race Track Your Vehicle** will be used on and relevant claims history etc). In some cases discounts may apply if **You** meet certain criteria **We** set. **You** will also have to pay any compulsory government charges (such as 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 Policy 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 may have to bear part of any loss **You** may not be covered for under this **Policy**. **You** should also read the GST Notice to understand how GST is applied to a claim.
- If **You** have any queries or want further information about the **Policy** or want to confirm a transaction, please contact One Underwriting or **Your** insurance adviser.
- Certain words have a special meaning within this **Policy** wording. These words appear in **bold type** and **You** should refer to the Common Terms section on page 10 for further meaning of these words.

## Duty of Disclosure

Before **You** enter into a contract of insurance, **You** have a duty under the Insurance Contracts Act 1984 (Clth) to take all reasonable care to disclose anything that **You** know, or could reasonably be expected to know, that may affect the insurer's decision to insure **You** and on what terms.

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 is 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.

**You** have that duty after proposal, and up until the time **We** agree to insure **You**. **You** have the same duty before **You** renew, extend, vary or reinstate a contract of insurance.

**You** do not need to tell **Us** anything that:

- reduces the risk that is insured;
- is common knowledge;
- **We** know or should know as an insurer; or
- **We** waive compliance with **Your** duty of disclosure.

If **You** are uncertain about whether or not a particular matter should be disclosed to **Us**, please contact **Your** insurance broker or **Us**.

### Non-disclosure

If **You** fail to take reasonable care in disclosing information to **Us** or do not tell **Us** anything **You** are required to, **We** may cancel **Your** contract or reduce the amount that it is required to pay **You** if **You** make a claim, or both. If **Your** failure to disclose is fraudulent, **We** may refuse to pay a claim and treat the **Policy** as if it never existed.

## 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 **Policies**, available at <https://oneunderwriting.com.au/privacy> 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.

**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, European Union, Germany, 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 (for example, 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 the information 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 One Underwriting Pty Ltd on (03) 9211 3700.

For further information on **Our** Privacy policies please visit:  
[www.hdi-specialty.com/int/en/legals/privacy](http://www.hdi-specialty.com/int/en/legals/privacy).

## **There is no cooling off period once this Policy begins.**

This is not a standard motor insurance **Policy** and there is no cooling off period and as such **You** may only cancel and return **Your Policy** by advising One Underwriting in writing at any time prior to the **Period of Insurance** commencing. If **You** do this, **We** will cancel the **Policy** and refund **Your Premium**.

If **Your Period of Insurance** has commenced, no refund of **Premium** shall be applicable

## **Confirmation Facility**

**You** may obtain confirmation of any **Policy** transaction by contacting:

One Underwriting Pty Ltd at Level 2, 175 Eagle Street,  
Brisbane QLD 4000

t 1800 023 063

f (07) 3223 7497

e [motorsolutions@oneunderwriting.com.au](mailto:motorsolutions@oneunderwriting.com.au)

## **When does the insurance cover begin?**

The **Period of Insurance** begins on the date stated on **Your Policy Schedule** subject to the **Premium** being paid by the due date, 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?**

The **Period of Insurance** ends at midnight (12:00am) local time on the expiry date stated on **Your Policy Schedule**. It may however end before the expiry date on **Your Policy Schedule** if:

- **We** cancel **Your Policy**;
- **You** cancel **Your Policy** by advising **Us** in writing prior to the **Period of Insurance**; or
- **We** pay a claim for the total **Insured Value** of **Your Vehicle**.

## **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 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** written notice prior to the **Period of Insurance** commencing.

On receiving the written notice, **We** will refund the **Premium** paid inclusive of the applicable government charges. If **Your Period of Insurance** has commenced, no refund of **Premium** shall be applicable.

## Premium

**Premiums** will become payable on a nominated **Period of Insurance** basis either:

- prior to the inception of the **Period of Insurance**; or
- when **We** enter into **Your Policy** or when a variation to **Your Policy** is made; or
- otherwise as **We** mutually agree
- 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**.

## Making a claim

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

Notify **Us** of any incidents of damage to **Your Vehicle** within 24 hours of **You** becoming aware of the incident/s, or as soon as practicable, 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.

### Contact Us:

**You** can notify an incident or claim by contacting:

Innovation Group

PO Box 292, Collins Street West

Melbourne VIC 8007

Telephone: 1300 284 225

Fax: (07) 3223 7497

Email: [au.onemotorclaims@innovation.group](mailto:au.onemotorclaims@innovation.group)

or by calling **Your** insurance broker.

### You must also:

- Provide an independent statement from the **Organised Motor Sport Meeting** convener or **Race track** official detailing the date, time and nature of the loss which has occurred. Without such statement, a claim may not be accepted;
- Take reasonable action to limit the loss or damage and prevent further loss or damage;
- Within 30 days of becoming aware of an incident, or as soon as practicable, return to **Us** **Your** completed Claim Form, if **We** ask **You** to complete one;
- Where appropriate, report the event to the police within 24 hours of **You** becoming aware of it. or as soon as practicable. 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 recover damage, 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 the reputational impact on **You** of 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.

## 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.

## 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:

- 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.

1. If **You** have a complaint please contact One Underwriting on (03) 9211 3700 or [oneunderwriting@oneunderwriting.com.au](mailto:oneunderwriting@oneunderwriting.com.au) if **You** have any concern about **Our** services or any product **We** have provided.

If **You** are not satisfied with the resolution of **Your** complaint or the manner in which it has been handled, please contact One Underwritings Complaints Manager, who will attempt to resolve it in accordance with **Our** Complaints procedures. **You** may obtain a copy of procedures from One Underwritings Complaints Manager.  
Level 50, 80 Collins Street  
Melbourne Vic 3000  
Telephone: (03) 9211 3700  
Email: [oneunderwriting@oneunderwriting.com.au](mailto:oneunderwriting@oneunderwriting.com.au)

2. If **Your** complaint is not satisfactorily resolved within 15 business days or **You** are not satisfied with One Underwritings response to **Your** complaint. **You** may wish to have the matter reviewed by **Our** Internal Dispute Resolution Committee (Committee) by using the following contact details.  
Internal Dispute Resolution Committee HDI Global Specialty SE – Australia  
Level 19, 20 Martin Place, Sydney NSW 2000 Australia  
E-mail: [HGABdisputes@hdi-specialty.com](mailto:HGABdisputes@hdi-specialty.com)

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An independent review will be completed by the IDR committee with the decision provided within 45 days of the original date of the complaint. Updates will be provided every 10 days. In most cases **We** provide a full written response to complaints within 15 business days of receipt, provided **We** have received all necessary information and have completed any investigation required. If further information is needed, **We** will suggest and endeavour to agree with **You** a reasonable alternative timeframe.

3. If **You** are not satisfied with the IDR response, **You** may lodge a complaint with the Australian Financial Complaints Authority (AFCA) an ASIC approved external dispute resolution body. AFCA resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to **You**.  
**We** are bound by the determination of AFCA but the determination is not binding on **You**.

Contact details are:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
Telephone: 1800 931 678 (for cost of a local call)  
E-mail: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

Please note: **You** must refer **Your** complaint to the Australian Financial Complaints Authority within 2 days of the date on **Our** final response.

Before doing so however, **We** strongly recommend that **You** obtain independent legal advice.

If **Your** complaint does not fall within the Australian Financial Complaints Authority terms of reference, **We** will advise **You** to seek independent legal advice or give **You** information about any other external dispute resolution options (if any) that may be available to **You**.

## Introduction and Information

### How do I apply for cover?

Read this **PDS** and **Policy Wording** carefully; it explains the cover provided. Fill in and sign the proposal form.

The proposal form or electronic declaration 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.

**You** should keep current photographs of **Your Vehicle** to substantiate the pre-loss condition of **Your Vehicle** should a claim occur, or for where **We** may ask for photographs in assisting **Us** in agreeing with **You** the **Insured Value** of **Your Vehicle**.

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

### Keep in a safe place:

- this document; and
- **Your Policy Schedule**.

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

# Policy Wording

## Common Terms

The common terms shown below will bear the following meanings as defined when shown in bold type:

**Accessories** means only accessories covered by the definition of **Your Vehicle** and noted on **Your Policy Schedule**.

**Accident** means an unforeseen or unintended happening.

**Agreed Value** is the value **We** agree to insure **Your Vehicle** for inclusive of any modifications or accessories agreed by **Us** and **You**, and stated on **Your Policy Schedule**.

**Authorised Driver** means only drivers shown on **Your Policy Schedule** covered to drive **Your Vehicle**. All **Authorised Drivers** must hold a current Australian drivers licence applicable for the class of **Vehicle**.

**Circuit, Race track** and **Track** having a corresponding meaning as shown on **Your Policy Schedule** and defined as per **Race track** below.

**Competitive** means participation on a social, recreational use at an **Organised Motor Sport Meeting** or driver training event and may be on an amateur or professional basis. The event may be timed and if **We** agree and this is shown on **Your Policy Schedule**, cover is extended to race events against the clock or other entrants, or for pace making duties.

**Conveyance** means any method to transport **Your Vehicle** by air, sea or land within Australia, except under its own power, or towing the insured **Vehicle** with its driveline contacting the ground.

**Flood** means when water from a river, creek, lake swamp, watercourse, reservoir, dam or navigable canal, overflows, onto normally dry land.

**Insured Value** means the **Market Value** or the **Agreed Value** of **Your Vehicle** and is shown on **Your Policy Schedule**.

**Market Value** means the amount required, net of GST and stamp duty, to purchase a vehicle and accessories and equipment substantially the same as **Your Vehicle** immediately before it suffered loss, damage or theft taking into account industry guides such as Glass's Guide or Red Book, and the make, model, age and condition of **Your Vehicle**.

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

**Non-Competitive** means participation on a social or recreational basis at an **Organised Motor Sport Meeting** or driver training event, which is not timed, is not a race event based on time recording or against other **Track** users and not used for pace making duties.

**Organised Motor Sport Meeting** with **Track Day** having the same meaning is:

- an unrestricted speed event, inclusive of private practice shown on **Your Policy Schedule**; or
- a driver education or training cover event held by a recognised provider of such services; or
- a **Non-Competitive** event or where **We** agree and this is shown on **Your Policy Schedule**.
- a **Competitive event** held at a **Race track** as shown on **Your Policy Schedule**.

All **Authorised Drivers** must hold a current Australian drivers licence applicable for the class of vehicle and attend any relevant drivers briefings, safety instructions or on-**Track** directions given by officials.

**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 **Period of Insurance**. If this **Policy** is cancelled, the **Period of Insurance** terminates when the cancellation becomes effective.

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

- **Your Policy Schedule**;
- the **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 (which shall not be unreasonably withheld or delayed).

**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**.

**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.

**Race track** with **Track** and **Circuit** having the same interpretation means:

- a road or other surface used as a **Race track** or driver training ground; or
- a public road which has been temporarily closed to the general public under permit or licence of the relevant authority for the purpose of an **Organised Motor Sport Meeting** event; and
- the designated **Circuit**, pit lane, garaging facilities and area within the boundaries of the complex.

**Total Loss** means the cost of repairs, plus the salvage value (if any) of **Your Vehicle**, exceeds the **Market Value** of **Your Vehicle**. **Total Loss** includes where **Your Vehicle** is reasonably abandoned because **Total Loss** seems unavoidable.

**Transit** means the **Conveyance** of **Your Vehicle** to and from an **Organised Motor Sport Meeting** within Australia by the most expeditious manner, however not under its own power.

**We, Our or Us** refers to HDI Global Specialty SE - Australia as the Insurer and One Underwriting Pty Ltd acting on behalf of the Insurer.

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

Please read this **Policy** wording in conjunction with **Your Policy Schedule** carefully to ensure that it meets **Your** requirements. In consideration of payment of the **Premium** the Insurer agrees to provide insurance as set out in the **Policy**.

#### What We insure under this Policy

- Loss or damage to **Your Vehicle**, page 12

#### Who We insure under this Policy

- **You**; and
- **Authorised drivers**.

**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 a claim or cancel **Your Policy**.

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

#### Geographic coverage

**Your Policy** covers **Your Vehicle** during the **Period of Insurance** while it is:

- in Australia, at an **Organised Motor Sport Meeting**; and
- being transported by road, rail, sea or air between any places in Australia if **You** have **Transit** cover and it is shown on **Your Policy Schedule**.

## 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 for repairs to **Your Vehicle** is reasonable, **We** will authorise the repairer to carry out the repairs.

However, if **We** do not consider that **Your** quotation is the reasonable cost of repairs where this decision is based 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 **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.

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 manufacturers 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 **Your Vehicle**;
- comply with the **Vehicle** manufacturers 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 **Your Vehicle**, **We** may arrange for 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** for the life of the insured **Vehicle** whilst in **Your** ownership 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 **Accessories** 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.

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

## 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.

## Loss or damage to Your Vehicle

### Your cover

This **Policy** provides cover in the event of a range of specific perils associated with use of **Your Vehicle**;

- on a **Race Track** or **Circuit**; or
- for the purposes of driver training within Australia; or
- for the **Conveyance** of **Your Vehicle** to or from an **Organised Motorsport Meeting**, where this benefit is shown on **Your Policy Schedule**, by the most direct and expeditious method, (but not under its own power).

in a speed unrestricted environment, provided that such use is;

- of a social nature; and
- **Non-Competitive** (i.e. not used in a timed event or for racing).

At **Our** discretion and in consideration of any additional **Premium** or excess imposed by **Us** and paid by **You** prior to the **Period of Insurance**, **We** may agree to endorse **Your Policy** (this will be shown on **Your Policy Schedule**), to remove the limitations of:

- of a social nature; and
- **Non-Competitive** (i.e. not used in a timed event or for

racing) and replace with the following:

- of a social, or **Competitive** nature on an amateur or professional basis; and
- **Competitive** driving (including pace making) activities occurring at an **Organised Motor Sport Meeting** held at a **Race track** or **Circuit**.

## What is not covered

### This Policy does not provide cover for:

- Legal liability of any type or nature whatsoever, for damage or injury caused to or suffered by any person.
- Loss or damage incurred by any person other than an **Authorised Driver** shown on **Your Policy Schedule**.
- Sign writing, artwork, graphics, decals or custom paintwork not agreed by **Us** unless shown on **Your Policy Schedule**.
- Damage incurred, associated with, contributed to, accelerated by or wear and tear by use on a **Race track** or **Circuit**.
- Damage to **Your Vehicle's** engine, drivetrain, cooling and fuel system, wheels, suspension and braking, computer or electrical systems not as the direct result of impact with an external object or fire.
- Breakdown or malfunction of any type to any component, not as the direct result of impact with an external object or fire.
- Resultant damage to **Your Vehicle's** interior due to the deployment or detonation of any **Vehicle** airbag or supplementary restraint system.
- Damage as a result of any weather peril, other than as provided for under the definition of **Flood**.
- Use of **Your Vehicle** in a **Competitive** driving event (whether amateur or professional in nature) against other entrants or timed in nature unless this is agreed by **Us** and shown on **Your Policy Schedule**.
- Loss, damage or malfunction to any data logging device or internal memory.

### Insurance Cover

If **Your Vehicle** suffers damage or loss at, upon or within a **Race track** or **Circuit** nominated on **Your Policy Schedule** within Australia, or in **Conveyance** between the nominated usual overnight garaging address and the declared **Race track** or **Circuit** shown on **Your Policy Schedule** (if such cover is requested and shown on **Your Policy Schedule**), during the **Period of Insurance** resulting from the following insured perils:



## Collision or overturning

We will cover You for loss or damage resulting from a collision or overturning;

- Whilst **Your Vehicle** is used on **Track** at an **Organised Motor Sport Event** shown on **Your Policy Schedule**; and
- where **Transit** cover is specified on **Your Policy Schedule** for the **Conveyance** of **Your Vehicle** to or from an **Organised Motor Sport Meeting** specified on **Your Policy Schedule**.

### We will not cover:

any loss or damage under **Transit** if **You** are using **Your Vehicle** under its own power (i.e. driven).

## Explosion

We will cover You for loss or damage to **Your Vehicle** as the direct result of an explosion following an impact;

- occurring on a **Race Track** at an **Organised Motor Sport Meeting** specified on **Your Policy Schedule**; and
- where **Transit** cover is specified on **Your Policy Schedule** for the **Conveyance** of **Your Vehicle** to or from an **Organised Motor Sport Meeting** specified on **Your Policy Schedule**.

### We will not cover You for;

any loss or damage which is not the direct result of:

- an impact occurring on a **Race track** or **Circuit**; and
- explosion occurring whilst **Conveying Your Vehicle** in **Transit**.

## Fire

### We will cover You for:

Fire damage to **Your Vehicle** as the direct result of an impact occurring;

- on a **Race track** at an **Organised Motor Sport Meeting** specified on **Your Policy Schedule**; or
- in **Transit** as the result of an **Accident** occurring during the **Conveyance** of **Your Vehicle** to or from an **Organised Motor Sport Meeting** where **Transit** cover is shown on **Your Policy Schedule**.

### We will not cover You for:

any loss or damage which,

- is not the direct result of an impact occasioning fire, occurring on a **Race track** or **Circuit**; or
- where specified and shown on **Your Policy Schedule** for cover whilst in **Transit**, as the direct result of impact occasioning fire occurring whilst in such **Transit**.

## Impact

### We will cover You for impact of Your Vehicle;

- with an external object or vehicle occurring on a

**Race Track** at an **Organised Motor Sport Meeting** specified on **Your Policy Schedule**; and

- in **Transit** as the result of an **Accident** occurring during the **Conveyance** of **Your Vehicle** to or from an **Organised Motor Sport Meeting** where **Transit** cover is shown on **Your Policy Schedule**.

### We will not cover You for:

any loss or damage which is not the direct result of:

- an impact occurring on a **Race track** or **Circuit** at an **Organised Motor Sport Meeting**; or
- where specified and shown on **Your Policy Schedule**, an impact occurring during **Conveyance** in **Transit**.

## Malicious Damage

### We will cover You for Malicious Damage occurring;

- to **Your Vehicle** on, or at a **Race Track** whilst attending an **Organised Motor Sport Meeting** specified on **Your Policy Schedule**; and
- to **Your Vehicle** in **Transit** as the result of an **Accident** occurring during the **Conveyance** of **Your Vehicle** to or from an **Organised Motor Sport Meeting** where **Transit** cover is shown on **Your Policy Schedule**.

### We will not cover You;

- If the occurrence was not advised to the convener of the **Organised Motor Sport Meeting** on discovery of the damage; and
- If **You** have not informed the police as soon as practicable after the event and obtained the applicable Incident number for **Our** reference.

## Flood

### We will cover damage to Your Vehicle arising from Flood:

- whilst on or at a **Race Track** whilst attending an **Organised Motor Sport Meeting** specified on **Your Policy Schedule**; and
- in **Transit** occurring during the **Conveyance** of **Your Vehicle** to or from an **Organised Motor Sport Meeting** where **Transit** cover is shown on **Your Policy Schedule**.

### We will not cover:

- damage or loss resulting from any other weather peril other than **Flood** as defined in Common Terms page 10.

## Theft

### We will cover You for theft or attempted theft of Your Vehicle;

- whilst on or at a **Race Track** whilst attending an **Organised Motor Sport Meeting** specified on **Your Policy Schedule**; and
- where **Transit** is requested and shown on **Your Policy Schedule**, cover is also extended to **Theft** or **Attempted Theft** of **Your Vehicle**, whilst in **Transit**

throughout Australia, or damage whilst stored at an **Organised Motor Sport Meeting**.

#### **We will not cover You**

- for loss or damage to **Your Vehicle** as the result of theft, attempted theft or **Malicious damage** unless there has been forcible or violent entry to **Your Vehicle** or any locked **Conveyance**.
- for loss or damage to **Your Vehicle** because **You** failed to take reasonable steps to protect **Your Vehicle** at the time, and after that **You** became aware of **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.

## **Additional benefits**

### **Reasonable Costs for Towing and Costs**

If **Your Vehicle** is damaged on or at a **Race track** whilst attending an **Organised Motor Sport Meeting** specified on **Your Policy Schedule**, as a result of an insured event, and it is deemed unsafe, unroadworthy or not driveable, **We** will pay the reasonable costs of removing it to the nearest repairer, place of safety, or any other reasonable place **We** choose.

### **Retention of salvage**

If due to an insured event **Your Vehicle** 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 subsequently received will become **Our** property.

## **Optional benefits**

### **Conveyance**

You may choose from the following optional benefits

#### **We will cover You for Conveyance;**

Where **You** request and **We** agree, as shown on **Your Policy Schedule**, to extend cover for the **Conveyance** of **Your Vehicle** to and from an **Organised Motor Sport Event** shown on **Your Policy Schedule** provided that **Transit** is in the most direct and expeditious route.

#### **We will not cover You;**

When the **Conveyance** of **Your Vehicle** is under its own power (i.e. driven).

### **Storage Cover**

Where **You** request and **We** have agreed, as shown on **Your Policy Schedule**, **We** will insure **Your Vehicle** for the **Period of Insurance** requested, for storage of **Your Vehicle**.

Storage cover is a limited cover for damage to **Your Vehicle** only, where **Your Vehicle** is stored;

- at **Your** nominated overnight garaging address; or
- at an **Organised Motor Sport Meeting**; or
- at a garage, workshop or related place of business undergoing work, restoration or storage; or
- as otherwise agreed by **Us** and shown on **Your Policy Schedule**.

#### **We will not pay under this optional benefit;**

- for any loss, damage, 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 or glass benefit.

## **Basis of Settlement**

If **Your Vehicle** is involved in, or the subject of an insured event during the **Period of Insurance**, **We** will arrange and pay for the repair of **Your Vehicle** where **We** consider on reasonable grounds that the quotation for repairs to **Your Vehicle** is reasonable.

Where **We** do not consider the quotation to be reasonable, **We** will pay **You** the reasonable 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 **Repairer's** (see page 11);

However, if **Your Vehicle** is a **Total loss**, **We** will pay **You** the **Insured Value** of **Your Vehicle** as specified in the **Policy Schedule**, less any applicable excess(s).

**You should note:** This **Policy** is not a comprehensive motor insurance cover, it is a limited cover, designed for specific perils associated with the use of **Your Vehicle** on, at or around a **Race track** or **Circuit** shown on **Your Policy Schedule**.

### **What is the maximum amount we will pay?**

**We** will pay no more than the **Insured Value** for any claim. See also GST provision on page 12, which applies.



# Conditions & Exclusions

## Specific Conditions

### Towing & Conveyance

If **You** are towing or conveying a **Vehicle** **You** must;

Take all reasonable steps when transporting **Your Vehicle** by securing it safely in a manner which meets the following Australian Standards;

- 4142.2:1993 (regarding fibre ropes)
- 4380:2001 (cargo restraints – transport webbing)
- 4344 2001 (cargo restraint systems – transport chains)
- And any other standard that may apply from time to time

Ensure that the towing or conveying **Vehicle** meets the load and towing limits applicable to the **Vehicle**.

### Vehicle Condition & Modifying Your Vehicle

You must ensure that **Your Vehicle**:

- is kept in a good condition.
- is not modified other than as shown on **Your Policy Schedule** without seeking **Our** written consent, which will not be unreasonably withheld or delayed (a modification includes any change that impacts on the performance, security or value of **Your Vehicle**).

### Specific Exclusions

**We** will not cover any claim under this **Policy** whether directly or indirectly caused by or relating to;

- Legal liability of any nature resulting from or in connection to the use of **Your Vehicle**; or
- The physical use of **Your Vehicle** (unless at an **Organised Motor Sport Meeting** on a **Race track** or **Circuit** shown on **Your Policy Schedule**) inclusive of hire use and/or any indirect losses, which results from the incident that caused **You** to claim; or
- Theft where there is no visible evidence of violent and/or forcible entry accompanied by physical damage; or
- Towing & **Conveyance** (where shown as covered on **Your Policy Schedule**) unless;
  - 1 **You** are employing a specialist professional conveying or towing operator, or
  - 2 **You** are in compliance with the Towing and Conveyance Conditions (page 15)
- Loading & unloading of **Your Vehicle** onto or into or from a **Conveyance** or trailer.

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

- being tested or repaired by any person.
- used in connection with the motor trade for experiment, test, trial or demonstration unless agreed to by **Us** and shown on **Your Policy Schedule**.
- used to carry passengers for reward.
- being welded or there is intentional application of heat by **You** or someone acting under **Your** direction.

### 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 **Your** liability 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 in the charge of any person:

- Who does not hold a current Australian drivers licence.
- 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 or the published **Organised Motor Sport Meeting** participant guidelines on alcohol percentage limit for the event.
- Who subsequently refuses a request from a person with legal or event authority to take a legal or authorised test for alcohol or drugs.
- Who is unlicensed and driving **Your Vehicle** with **Your** consent.
- Who has previously been refused cover or declined as an **Authorised 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 **Your** liability against any claim arising from an **Accident**, loss, damage or legal liability if at the time of any such event **Your Vehicle** is;

- Used on a **Race Track** or in connection with a race, trial, pace making, contest, course, **Organised Motor Sport Event** or driver skills training course unless agreed to by **Us** in writing and shown on **Your Policy Schedule**. **We** will not treat a 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.
- Used with **Your** consent for an illegal purpose.

- Used in an 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 cause or contribute to the claim.
- Modified from its manufacturer's specifications without **Our** written consent which shall not be unreasonably withheld or delayed.
- Loaded in excess of the manufacturer's or legal specifications for **Your Vehicle**, inclusive of any trailer attached thereto.
- 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.
- 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**.

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 war, whether declared or not, or any civil war or uprising and any consequences in connection with any war, civil war or uprising.
- from the cessation of **Your** legal interest in **Your Vehicle**.
- from a person legally taking **Your Vehicle**.
- from the use, existence or escape of any nuclear fuel, material or waste.
- 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, or 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 act 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 **Accident** or event.
- because **You** undertook liability by agreement, which would not have been imposed, had the agreement not been entered into.

## General Exclusions Applicable to all Sections of the Policy

### 1. Electronic Data & Software Exclusion

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

- (i) Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data** and/or **Software**;
- (ii) Error in creating, amending, entering, deleting or using **Electronic Data** and/or **Software**; or
- (iii) 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 in (i)-(iii) above:

**Fire**, lightning, thunderbolt, aircraft or other aerial devices or articles dropped therefrom, 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**.

### 2. Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** does not cover any **Accident**, liability, loss, damage 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 the Insurer alleges 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 the Insured.

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## Sydney

Level 33  
201 Kent Street  
Sydney NSW 2000

GPO Box 4189  
Sydney NSW 2001

phone 02 9253 7000  
fax 02 9253 7001

## Brisbane

Level 2  
175 Eagle Street  
Brisbane QLD 4000

GPO Box 65  
Brisbane QLD 4001

phone 07 3223 7517  
fax 07 3223 7545

## Melbourne

Level 51  
80 Collins Street  
Melbourne VIC 3000

GPO Box 1230  
Melbourne VIC 3001

phone 03 9211 3000  
fax 03 9211 3500

**oneunderwriting.com.au**

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