



Off Road Bike | ATV | Go Kart Insurance

Product Disclosure Statement and Policy Wording
April 2019

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

one
UNDERWRITING

Policy Wording

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Section 1 - Product Disclosure Statement

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 One Underwriting Pty Ltd ABN 50 006 767, Australian Financial Services Licence number 236653 and HDI Global Specialty SE - Australia who are the **Insurer** of this product.

Who is the Insurer?

The **Insurer** of this PDS is: HDI Global Specialty SE - Australia. The **Insurer** of this **Policy** is HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFS Licence number 458776), with its registered address at Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW, 2000 herein after referred to as the "**Insurer**".

The **Insurer** is regulated by the Australian Prudential Regulation Authority ("APRA"). HDI Global Specialty SE is registered in Germany, with its registered office at Roderbruchstrasse 26, 30655 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").

Contacting HDI Global Specialty SE in Australia:

Australian Branch

☎ (02) 8373 7580

Tower 1, Level 33

100 Barangaroo Avenue

Sydney NSW 2000

Australia

The Insurers Agent

One Underwriting Pty Ltd (OU) ABN 50 006 767 540 Australian Financial Services Licence number 236653 can issue, vary, renew, and cancel this **Policy** under a binding authority issued to it by HDI Global Specialty SE - Australia who is the **Insurer**. A binding authority allows OU to enter into contracts of insurance on behalf of the **Insurer** as **Insurer**. This means that the insurance **Policy** issued to **You** by OU is binding on the **Insurer** just as if it had issued the **Policy** itself.

Contacting One Underwriting in Australia

About the Off Road Bike | ATV| Go Kart Insurance **Policy**, please contact **Us** on:

t (07) 3223 7517

f (07) 3223 7497

e motorsolutions@oneunderwriting.com.au

For a full list of the One Underwriting branches in Australia, please contact **Us**, or on **Our** website www.oneunderwriting.com.au

About the Available Cover

Your Policy provides coverage for a range of events as set out in this **Policy** wording and **Your Policy Schedule**.

We agree to cover **Your Vehicle** on the following basis:

- **Market Value**;or
- Replacement value if **Your Vehicle** is less than 12 months old (and **You** are the original owner).

Significant Benefits included resulting from loss or damage directly occasioned by:

- Theft
- Fire
- Lightning
- Explosion
- Storm
- Rainwater/Flood
- Earthquake
- Collision or overturning of the **Conveyance** and/or trailer attached to that **Conveyance** whilst it is transporting **Your Vehicle**.
- Impact of **Your Vehicle** with an external object.
- Damage whilst in transit throughout Australia, or damage whilst stored or at an **Organised Motor Sport meeting**.

(Refer to the **Policy** wording for full terms, conditions, exclusions and limits)

Optional Extensions

Where **We** to agree to cover and this shown on **Your Policy Schedule** cover is extended to include:

- i. Custom made trailers
- ii. Spare parts, engine(s) or **Accessories**

Significant Exclusions and Special Conditions

We will not cover Loss or Damage directly or indirectly resulting from,

- Physical use of **Your Vehicle** (i.e. ridden under its own power), unless a registered trailer specified on **Your Policy Schedule**;
- Hire of, or Loss of Hire of, **Your Vehicle**;
- Theft away from **Your** home **Garaged address**, **Your Vehicle** was not **Secured** to a **Fixed Object** at the time of the theft;
- Theft of **Your Vehicle** from **Your** home **Garaging** location, unless **secured** to a **Fixed Object** at the time of theft;
- Loading and unloading of **Your Vehicle** onto a **Conveyance** or trailer;
- Legal Liability of any nature whatsoever, unless a registered trailer specified on **Your Policy Schedule**.

To make sure **You** are aware of all exclusions and conditions please carefully read the Common Terms on pages 9 to 10 and the **Policy** wording beginning on page 16.

Excess

Please read the **Policy** wording carefully for full details about lodging a claim on page 13. 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 excess(es) are set out in **Your Policy Schedule**.

There are two types of applicable excess:

- Basic excess - this is the first \$250 amount **You** must pay towards each claim.
- Theft excess - this is a \$500 excess, which only applies to claims relating to the theft or attempted theft of **Your Vehicle**.

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.

Understanding Your Policy

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

- About the available type of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings - see "Definitions" section found on pages 9-10);
- "Conditions and exclusions" section found on page 21 and "Making a claim" section found on page 13 (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 page 9-10 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 **Policy Schedule We** issue to **You**.

- ↘ The base **Premium We** charge varies according to **Your** risk profile (e.g. Where **You** live, the type of **Vehicle** being insured, amount of cover required, whether the **Vehicle** has been **Modified** 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 (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 Policy Schedule**. Note that if **Your Premium** is not paid by **Yourself** 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 contact One Underwriting.
- ↘ 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 9-10 for further meaning of these words.

Keeping Us updated

You must tell **Us**:

- ↘ Of any change to the regular **Garaging** or type of **Garaging** of **Your Vehicle**.
- ↘ If **You** replace **Your Vehicle**, as this **Policy** will cease and **You** must apply for a new **Policy** for any replacement **Vehicle**.
- ↘ Any change to **Your** personal circumstances which could be relevant to the acceptance and renewal, including but not limited to;
 - **Your** claims history
 - Riding or driving offences
 - Criminal history
 - Bankruptcy

Introduction and Information

How do I apply for cover?

Read this document carefully; it explains the cover provided.

Fill in and sign the proposal

The proposal 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.

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 ring One Underwriting.

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.

“**Conveyance**” means any method to transport **Your Vehicle** by air, sea or land within Australia.

“**Fixed Object**” means immobile, permanent or firm items not able to be moved. For the purposes of this **Policy**, stationary registered motor **Vehicles** and/or **Immobilised** trailers are also **Fixed Objects**.

“**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 doorways of entry and exit. It does not include a communal **Garage** or carport arrangement.

“**Garaged Address**” means the usual place where **Your Vehicle** is stored and is shown on **Your Policy Schedule**; or any other location, except whilst in transit or at an **event** whilst stored with **Your** consent

“**Immobilised**” means unable to be moved and

- i. in respect of a trailer attached to a motor **Vehicle**, the motor **Vehicle** must be stationary and **Secured**.
- ii. when a trailer is not attached to a motor **Vehicle**, the trailers wheel/s is chained, padlocked, wheel clamped or other similar professionally manufactured device anti theft device.

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

“**Insurer**” means HDI Global Specialty SE - Australia.

“**Market Value**” is the value **We** agree to insure **Your Vehicle** for inclusive of any modifications or **Accessories**. **We** may use industry guides such as Glass’s Guide or Red Book to determine this value.

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

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

“**Organised Motor Sport Meeting**” means an **Organised Motor Sport Meeting** inclusive of private practice.

“**Partial Loss**” means damage or loss less than a **Total Loss**.

“**Period of Insurance**” means the period during which this **Policy** is current and is shown on **Your Policy Schedule** as the dates between inception and expiry of the **Policy** period. 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** completed proposal;
- **Your Policy Schedule**;
- this product disclosure statement and **Policy** wording; and
- any variations or changes to the above which occur either before or during the **Period of Insurance** with **Our** written consent

“**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.

“**Secure/Secured**” means the use of a chain, lock or other security device to reasonably **Immobilise Your Vehicle**.

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

“**We**”, “**Our**” or “**Us**” refers to HDI Global Specialty SE - Australia as the **Insurer**.

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

“**Vehicle**” is the **Vehicle** described on **Your Policy Schedule**. It includes **Accessories** and equipment, which were attached, fixed to or inside 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. This Policy is also extended to include registered trailers that are custom made for the purpose of transporting Your motorcycle, go kart or all terrain Vehicle (ATV).

Important Terms and Conditions

Your Duty of Disclosure:

Where **We** ask **You** something in **Your** proposal or declaration made to **Us**, this will include **You** or any other persons to be covered under this **Policy** and their driving record, claims (or incidents unclaimed or uninsured for), criminal and insurance history. This duty also extends to, but not limited to how **Your Vehicle** is garaged, registered or used in frequency and nature of use.

Before **You** enter into a contract of insurance, **You** have a duty of disclosure under the Insurance Contract Act 1984 (Cth) 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.

➤ **You** have that duty at the time **You** apply for the insurance and up until the time that **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, please contact One Underwriting.

Non Disclosure

If **You** 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 contract 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 Policy, available at www.oneunderwriting.com.au/privacy-policy.htm and at <https://hdi-specialty.com/int/en/legals/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 on (03) 9211 3700..

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 **You** representatives or co-insureds). If **You** provide information for another person **You** represent to **Us** that:

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

Further information about Our Privacy Policies is available at:

For HDI Global Specialty at <https://www.hdi-specialty.com/int/en/offices-locations/australia> or by contacting HDI Global Specialty on (02) 8373 7580

For One Underwriting at <http://oneunderwriting.com.au/Contact-Us> or by contacting One Underwriting on (03) 9211 3700.

Cooling off period

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

Confirmation Facility

You may obtain confirmation of any **Policy** transaction by calling One Underwriting Pty Ltd at Level 2, 175 Eagle Street, Brisbane QLD 4000

t (07) 3223 7517

f (07) 3223 7497

e motorsolutions@oneunderwriting.com.au

When does the insurance cover begin?

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

For this **Policy** to operate the **Premium** must have been received by One Underwriting Pty Ltd.

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

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** a written notice signed by each person named as insured on **Your Policy Schedule**.

On receiving the written notice, after deducting an amount for the **Period of Insurance** given to **You**, **We** will refund to **You** the balance of any **Premium** paid by **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.

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**.

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:

- ↘ Notify **Us** of all incidents involving the **Your Vehicle** within thirty (30) days of **You** becoming aware of the incident/s regardless of whether **You** intend to lodge a claim. Failure to do so may prejudice **You** in lodging a claim or in **Us** defending a claim made against **You** by another party.

Innovation Group
PO Box 292, Collins Street West
Melbourne VIC 8007
t: 1300 284 225
f: (07) 3223 7497
e: au.onemotorclaims@innovation.group

or by calling **Your** insurance broker;

- ↘ 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 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 recovery, 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.

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 for the claim.

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 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 **Our** Complaints Manager, who will attempt to resolve it in accordance with **Our** Complaints Procedures. **You** may obtain a copy of procedures from **Our** Complaints Manager.

Level 50, 80 Collins Street
Melbourne Vic 3000
t: (03) 9211 3700
e: oneunderwriting@oneunderwriting.com.au

If **Your** complaint is not satisfactorily resolved within 15 business days or **You** are not satisfied with **Our** 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.

2. Internal Dispute Resolution Committee
HDI Global Specialty SE – Australian Branch
One International Towers Sydney
Level 33, 100 Barangaroo Avenue
NSW 2000 Australia

e: ComplaintsAustralianBranch@hdi-specialty.com

An IDR review will be completed by **Our** office with the decision provided within 45 days. 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.

If **You** are not satisfied with **Our** response, **You** may lodge a complaint with the Australian Financial Complaints Authority:

Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001
Telephone: 1800 931 678 (for cost of a local call)
e: info@afca.org.au
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.

You should note that use of the AFCA scheme does not preclude **You** from subsequently exercising any legal rights which **You** may have if **You** are still unhappy with the outcome.

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

If **Your** complaint does not fall within the Australian Finance 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**.

Section 2 - Policy Wording

Please read this **Policy** carefully to ensure that it meets **Your** requirements. In consideration of payment of the **Premium** the insured and the **Insurer** agree that the **Insurer** will provide insurance on the terms of this **Policy**.

What We insure under this Policy

➤ Loss or damage to **Your Vehicle** > page 17

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**.

The meaning of certain terms

To understand **Your Policy**, **You** need to understand what **We** mean by certain common terms. These common terms are set out 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.

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

If **Your Vehicle** suffers damage or loss within Australia, whilst stored, in transit or at an event resulting from the following insured perils;

- Theft
- Fire
- Lightning
- Explosion
- Storm
- Rainwater/Flood
- Earthquake
- Collision or Overturning of the **Conveyance** and/or trailer attached to that **Conveyance** whilst it is transporting **Your Vehicle**.

or suffers impact damage; or is lost by theft or attempted theft from **forcible and violent** means from a locked **Conveyance** during the **Period of Insurance**, **We** will do one of the following (**We** may choose in **our** total discretion which):

- pay the reasonable cost to repair **Your Vehicle**;
- arrange for the repair of **Your Vehicle**; or
- if **Your Vehicle** is a **total loss**, pay **You** the **insured value** of **Your Vehicle**, less any applicable excess(es).

THERE ARE A NUMBER OF SIGNIFICANT EXCLUSIONS, CONDITIONS AND Policy LIMITATIONS PLEASE REFER TO SECTION 3 EXCLUSIONS & CONDITIONS FOR FULL DETAILS.

What is the maximum amount We will pay?

We will pay no more than the **Market Value**, or the replacement value if **You** are the original owner and within the first twelve months, for any claim made under this Section 2 Part A.

See also GST provision on page 16, which applies.

Additional benefits

Replacement Vehicle

If **Your Vehicle** was purchased new by **You** and it becomes a **Total Loss** within 12 months from its purchase **We** will at **Your** option:

- subject to availability, replace the **Vehicle** with a new **Vehicle** of the same make and model and with the same **Accessories**, or
- pay **You** the **Insured Value**.

Change of Vehicle

If **You**:

- buy a **Vehicle** to replace **Your Vehicle** this **Policy** ceases and **You** may be entitled to a refund of unexpired **Premium**, or
- If **Your Vehicle** becomes a **total loss**, this **Policy** is fulfilled and **You** are not entitled to a refund of **Premium** and **You** will need to apply for cover for any new or replacement **Vehicle**.

To cover a new or replacement **Vehicle**, **You** will have to complete a new application for insurance. Provided **We** agree to insure such and **You** agree to pay the applicable **Premium**, **We** will then issue a new **Policy Schedule**.

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 one **Accident** is set out on **Your Policy Schedule**. This is the maximum **We** will pay **You**, after deducting any applicable **Policy Excess**.

See also the GST provision on page 16, which applies.

Repairers

You may choose the repairer of **Your Vehicle**. However **We** may arrange for **Your Vehicle** to be taken to another repairer if **We** both agree.

You or **Your** repairer must get **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.

You must ensure that **You** are satisfied with the repairs to **Your Vehicle**.

Lifetime Guarantee for Repairs

Repairs authorised by **Us**, are guaranteed for the lifetime of the **Vehicle**, even if **You** sell the **Vehicle**.
(Subject to reasonable wear and tear).

Section 2.B - Third Party Property Damage

(applies to custom made registered trailers only)

Where **We** have agreed to insure **Your** registered custom made trailer and shown on **Your Policy schedule**.

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

We will not pay more than \$5,000,000 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**.

B1 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 shown above under this Section 2 Part B less any applicable excess(es).

There is no cover under this Section 2B1:-

- ✘ Unless **You** 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**
- ✘ Where **Your Vehicle** is not a registered custom made trailer designed for the sole transportation of **You** off road motorcycle, go kart or all terrain **Vehicle** or an otherwise described **Vehicle** shown on **Your Policy schedule**.

Bodily Injury

We will pay any amount up to the maximum amount payable under Section 2 Part B 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:

- ✘ Liability for any death or liability to the extent that **You** are entitled to be covered or would have been if **You** had complied 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 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, which term relates to loss of services, support and loss of quality in the relationship a spouse experiences when a partner is injured.
- ✘ 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 in any way if **Your Vehicle** had been registered in compliance with the requirements of any statutory compulsory insurance fund or **Accident** compensation scheme designed to protect against liability for claims in respect of death or bodily injury arising from the use of **Your Vehicle** and had **You** complied with the terms and conditions of such other insurance or scheme.

- For **Your** liability to any person in charge of **Your Vehicle**, any of **Your** employees, any of **Your** family members or relatives and their domestic partners whether living with **You** or not, or a person who normally lives with **You** or the driver of **Your Vehicle** at the time of the **Accident**.
- Where **Your Vehicle** is not a registered custom made trailer designed for the sole transportation of **Your** off road motorcycle, go kart or all terrain **Vehicle** or an otherwise described **Vehicle** shown on **Your Policy Schedule**.
- More than the maximum amount payable under Section 2 Part B.

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

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)

Ensure that the towing or conveying **Vehicle** meets the load and towing limits applicable to the **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**, (unless **Your Vehicle** is a registered custom-made trailer shown on **Your Policy Schedule**); or
- The physical use of **Your Vehicle** (unless **Your Vehicle** is a registered custom-made trailer 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 of **Your Vehicle** where;
 - **You** or a person acting with **Your** consent or implied consent is responsible for such loss.
 - **Your Vehicle** is away from the nominated **Garaged Address** and was not **Secured** to a **Fixed Object** at the time of the theft.
 - **Your Vehicle** is at the nominated **Garaged Address** but not stored within a locked **Secured Garage**/building and **Secured** to a **Fixed Object** at the time of the theft.
 - **Your Vehicle** is at the nominated **Garaged Address** and not stored and secured within a fully locked and enclosed trailer and that trailer was not Immobilised by way of hitch or wheel locks or another method of securing the trailer at the time of theft.
 - Theft where there is no visible evidence of **Violent and/or Forcible** entry; or
- Towing & **Conveyance** unless;
 - **You** are employing a specialist professional conveying or towing operator, or
 - **You** are in compliance with the Towing and **Conveyance** Conditions (page 21)
- Loading & Unloading of **Your Vehicle** onto or into or from a **Conveyance** or trailer.

General exclusions applicable to all Vehicles

1. Electronic Data & Software Exclusion

Notwithstanding anything contained in this **Policy** to the contrary:

This **Policy** does not insure:

- 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 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.

3. Other Important Exclusions

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 a race, trial, pace making, contest, course, motor sports event or driver skills training course.
- ↘ used in connection with the motor trade for experiment, test, trial or demonstration.
- ↘ used to carry passengers for reward.
- ↘ used for hire, courier services, driving lessons for reward.
- ↘ **Modified** from its manufacturer's specifications without **Our** written consent.
- ↘ incurs **Malicious Damage**
- ↘ Welding or the intentional application of heat by yourself or under someone acting under **Your** direction.

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, 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 **Accident** or 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**.

4. Conditions

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 value of **Your Vehicle**).

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

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