



# Off Road Bike | ATV | Go Kart Insurance

**Product Disclosure Statement and Policy Wording**  
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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 Aon Risk Services Australia Limited ABN 50 006 767, Australian Financial Services Licence No. 236653 and certain Underwriters at Lloyd's who are the insurer of this product.

## Who is the Insurer?

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

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

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

Lloyd's enjoys strong financial security supported by excellent ratings. Visit [www.lloyds.com](http://www.lloyds.com) for more information.

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

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

## Contacting Lloyd's in Australia:

Lloyd's Australia Limited  
Level 9, 1 O'Connell Street  
Sydney NSW 2000  
t (02) 8298 0700

## The Insurers Coverholder

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 binder authorised by certain Underwriters at Lloyd's who is the insurer. A binder allows OU to enter into contracts that are risk insurance products on behalf of the insurer as insurer. This means that the insurance **policy** issued to **you** by 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 refer to the rear cover page of this document, or on our website [www.oneunderwriting.com.au](http://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

Were 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 10 to 11 and the Policy Wording beginning on page 16.

## Several Liability Notice

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

## Excess

Please read the **Policy** Wording carefully for full details about lodging a claim on page 14. 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.

## Code of Practice

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

## 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;
- "Conditions and exclusions" section found on page 20 and "Making a claim" section found on page 14 (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 10-11 which contains details regarding important information on **your** duty of disclosure, **our** Privacy Policy and **our** dispute resolution process.

When **you** apply for the **policy** by completing **our** proposal **we** agree with **you** on things such as:

- The **period of insurance**, **your premium**, what property **you** want to cover, the limits **you** want for certain covers, (if optional), the excess(es) that will apply to **you** or others and whether any standard terms need to be varied (this may be by way of an endorsement).

These details are recorded in the **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 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 10-11 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 Booklet carefully; it explains the cover provided.

## Fill in and sign the proposal

The proposal tells **us** information which **we** need to know in order to decide whether to offer **you** insurance, the **premium** to be charged, any excess applicable to any claim and whether any special conditions should be imposed on **your policy**. Before **you** fill in the proposal read all notices carefully.

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 Booklet

↳ 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.

“**organised motor sport meeting**” means an organised motor sport meeting inclusive of private practice.

“**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**.

“**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.

“**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

“**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**.

“**schedule**” means the most current **Policy Schedule** issued to **you** by **us**. It shows **your policy** number and other details of cover particular to **you**.

“**total loss**” means if **your vehicle** is damaged beyond an amount **we** consider is economical to repair.

“**we**”, “**our**” or “**us**” refers to certain Underwriters at Lloyd’s 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. Cover is also extended to include registered trailers that are custom made for the purpose of transporting **your** Go Kart or ATV.

## Important Terms and Conditions

### Your Duty of Disclosure:

Before **you** enter into a contract of insurance, **you** have a duty under the Insurance Contracts Act 1984 (Clth) to disclose anything that **you** know, or could reasonably be expected to know, that may affect **our** decision to insure **you** and on what terms. This includes **your** driving record and insurance history for the previous five (5) years and any criminal convictions whether current or spent for the previous ten (10) years prior to the inception of, or renewal of the insurance **Policy**.

**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, 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 Lloyd’s and One Underwriting Pty Ltd as its agent.

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

**Our** Privacy Policy, available at [www.oneunderwriting.com.au/privacy-policy.htm](http://www.oneunderwriting.com.au/privacy-policy.htm) or by calling **us**, sets out how:

- **we** protect **your** personal information;
- **you** may access **your** personal information;
- **you** may correct **your** personal information held by **us**;
- **you** may complain about a breach of the Privacy Principles or Registered Privacy Code and how **we** will deal with such a complaint.

**We**, and **our** agents, need to collect, use and disclose **your** personal information in order to consider **your** application for insurance and to provide the cover **you** have chosen, administer the insurance and assess any claim. **You** can choose not to provide **us** with some of the details or all of **your** personal information, but this may affect **our** ability to provide the cover, administer the insurance or assess a claim. **We** may also use **your** personal information to help to develop and identify products and services that may interest **you**, conduct market or customer satisfaction research, develop, establish and administer alliances and other arrangements with external organisations in relation to the promotion, administration and use of **our** respective products and services. **You** can choose not to receive this information from **us** (including product or service offerings from **us** or on behalf of **our** affiliates and business partners) or related bodies by contacting **our** Privacy Officer or by completing and submitting a Personal Information Request Form available at <http://oneunderwriting.com.au/OneUnderwriting/media/Documents/personal-information-request-form.pdf> or by calling One Underwriting.

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

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

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

**You** are entitled to access **your** information if **you** wish and request correction if required. **You** may also opt out of receiving materials sent by **us** by contacting One Underwriting Pty Ltd 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 **policy** inception date, 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 insurance begins on the date stated on **your Policy Schedule**.

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?

It 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
- ↘ If **you** do not pay **your premium** within 21 days of inception.

### Cancellation by us

**We** may cancel **your policy** only when the law allows **us** to do so. **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 cover given to **you**, **we** will refund to **you** the balance of any **premium** paid by **you**.

### 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:

- tell **us** as soon as possible by telephoning the Claims Assistance Hotline - Proclaim 03 9660 5255

Proclaim  
Locked Bag 32012,  
Collins St East, VIC 8003  
t 03 9660 5255  
f 1300 858 329  
e oneuwmotor@proclaim.com.au

or by calling **your** insurance broker. Proclaim is authorised by **us** to handle and settle claims on **our** behalf. Proclaim does not act for you;

- do everything reasonable to limit the loss or damage and prevent further loss or damage;
- where appropriate, report the event to the Police as soon as **you** can after it occurs. Events which **you** should report to the Police include **accidents** involving bodily injury, thefts or suspected theft of or **malicious damage** to **your vehicle**;
- complete and send to **us** the claim form Proclaim sent to **you**;
- provide **us** with any reasonable assistance and information that **we** request in relation to the claim. This may mean giving written statements or documents to **our** representative or **us**. **We** may require **you** or the person claiming to go to Court to give evidence;
- not admit liability, settle or defend a claim or enter into an agreement that limits **our** right to recover damage, without **our** written consent.

Please keep evidence of ownership and value of **your vehicle** and any **accessories**. **You** may need them if **you** have to make a claim.

### If you make a valid claim we may:

- attempt to recover money from the person who caused the loss or damage where permitted by law;
- take over and conduct in **your** name, the defence or settlement of any claim made against **you**. **We** have sole discretion on how **we** defend or settle the claim.

If **you** or any person covered by **your policy** receive any letters or Court documents about any event that may result in a claim, **you** must notify **us** and send them to **us** as soon as possible.

### 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.

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 **your** complaint is not satisfactorily resolved within 15 business days or **you** are not happy with our response to **your** dispute, **you** may request that **your** matter be reviewed by management by writing to:

Lloyd's Underwriters' General Representative in Australia  
Level 9, 1 O'Connell Street  
Sydney NSW 2000  
t (02) 8298 0700

If **your** dispute remains unresolved **you** will be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. The (FOS) is a national scheme for consumers, free of charge and is aimed at resolving disputes between insured and insurance company. For more information the contact details are provided below;

Contact details are:

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3000  
t 1300 780 808 (local call fee applies)  
e [info@fos.org.au](mailto:info@fos.org.au)

### In the event of a legal dispute:

Lloyd's Service of Suit - The Underwriters hereon agree that:

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

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

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

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

## Section 2 - 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 your 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 19)
- ↘ 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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