

FAMOUS

CAR INSURANCE



Motor Vehicle
Insurance Policy

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Combined Product Disclosure Statement and Financial Services Guide

Product Disclosure Statement

Introduction

This Product Disclosure Statement (PDS) is designed to assist you to understand what you need to know about the product so you can make an informed choice before you purchase this product.

We recommend you read the PDS in conjunction with the Policy Wording.

This PDS is dated 1 February 2008 (ref: FMVlv10208)

The Insurer

The insurer of this policy and issuer of this PDS is:

Calliden Limited ABN 43 110 186 224

Level 7, 100 Arthur Street, North Sydney NSW 2060

Ph: (02) 9551 1111

Calliden Limited (Calliden) is a public company incorporated in Australia. It is authorised under the Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia. As an authorised insurer, Calliden is regulated by the Australian Prudential Regulation Authority.

Calliden is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No 284889) issued pursuant to that Act. As a holder of an AFS Licence, Calliden is regulated by the Australian Securities and Investments Commission (ASIC).

Calliden specialises in developing tailored insurance solutions, in partnership with intermediaries, for affinity groups and associations in the Australian SME sector.

The Agent

Dawes Underwriting Australia Pty Ltd trading as Famous Car Insurance (ABN 18 050 289 506, AFSL 230845) (Famous) arranges policies for and on behalf of Calliden.

Famous acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this policy Famous acts as an agent for the insurer and not for you.

If you have any queries in relation to your policy, you can contact Famous in any of the following ways:

Tel: 1300 886 029

Fax: 1300 303 206

Postal Address: PO BOX 540 Springwood NSW 2777

E-mail: info@famousinsurance.com.au

Your Duty of Disclosure

Whether you are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy you have a duty of disclosure:

Your Duty of Disclosure for New Policies

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Your Duty of Disclosure for Renewals

If you have already entered into a policy and you are proposing to renew, vary, extend or reinstate the policy your duty of disclosure changes. You have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

Who Needs to Tell Us?

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

What You Are Not Required to Disclose:

Your duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, and
- we have indicated we do not want to know.

If you do not tell us

If you do not answer our questions in this way or disclose everything you know, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

Failure to comply with your Duty of Disclosure, especially concerning your driving history, including, but not limited to, speeding fines, could severely affect the result of any subsequent claim made on the policy and could lead to a claim being declined.

Benefits of the Cover

You can select the level of cover which is appropriate for you. You can choose either:

- comprehensive cover; or
- storage and restoration cover; or
- third party property damage cover only.

Your current policy schedule will show the cover you have chosen.

Comprehensive Insurance Benefits of Cover

Your motor vehicle will be covered for:

- accidental or malicious damage (including windscreen glass);
- storm, flood or fire;
- theft or attempted theft;
- your legal liability for damage to the property of other people following an accident involving your motor vehicle.

We will choose to either repair the damage or pay you the cost of repairs up to the agreed or market value. If your motor vehicle is a total loss we will pay up to either the agreed or market value or replace your motor vehicle.

The Amount you are Insured for (Sum Insured)

Your current policy schedule will show whether you have Agreed Value or Market Value.

- **Agreed Value** - the dollar value stated in your policy schedule. This may be altered by mutual consent. In some cases, you will not be able to have an agreed value cover under your policy, or
- **Market Value** - the value we determine as being the replacement value of your motor vehicle with another motor vehicle of the same make, model and condition as your motor vehicle at the date of its loss or damage.

The Comprehensive Cover also offers the following significant benefits and features:

Significant Features and Benefits	
If your motor vehicle is a total loss in the 24 months after it was first registered	Replacement with a new motor vehicle up to the sum insured
Emergency Accommodation	Up to \$250 if you are more than 200 kilometres from home
Towing	Up to \$500
Replacement Motor Vehicle	Cover for 14 days up to \$50,000 if you tell us within 14 days of receiving it
Options, Accessories or Modifications	Covered if we are told about them and agree to cover them
Trailers	Up to \$500 or market value (whichever is the lesser) if it is damaged while attached to your motor vehicle
Windscreen cover	Repair or replacement of windscreens after payment of the basic policy excess
Emergency Repairs	Up to \$250 (incl GST) for emergency repairs
Cover for Damage to Other People's Property	Up to \$20m including costs
Choice of Repairer	Available, or we can recommend a repairer convenient to you

Storage and Restoration Cover Benefits

This cover provides the same benefits for damage to your motor vehicle as Comprehensive Cover but excludes cover while your motor vehicle is being driven under its own power. There is no cover for legal liability for damage to the property of other people following an accident involving your motor vehicle.

Third Party Property Damage Only Cover Benefits

You will be insured for up to \$20,000,000 (twenty million dollars) for damage caused by your motor vehicle to someone else's property, where you or a named driver are at fault. The policy doesn't cover property that you, or the person responsible for the damage, own or have in your or their custody or possession.

Risks: What You May Not Be Covered For

The policy will not provide insurance cover under certain circumstances.

For example there is no cover provided under this policy if:

- you or any named driver were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
- you, or any named driver was not licensed or authorised to be driving;
- your motor vehicle was in an unsafe or unroadworthy condition;
- your motor vehicle was damaged intentionally by you or a named driver or on your or their behalf, or with fraudulent intention;
- your motor vehicle was used in an experiment, test, trial, demonstration or to tow some other motor vehicle in connection with the motor trade;
- your motor vehicle was on hire to another person, or used to carry passengers or goods for hire or reward;
- your motor vehicle was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest or used on a racetrack or course for any purpose.

There is no cover under this policy for:

- loss of use, depreciation, wear and tear, rust and corrosion;
- damage to tyres by application of brakes, road cuts, punctures or bursts;
- losses due to your or a named driver's failure to take reasonable steps to protect your motor vehicle;
- losses due to your or a named driver's failure to protect your motor vehicle following you or them becoming aware of the loss or theft of your motor vehicle's keys or any other keys or passes which may provide access to your motor vehicle or your motor vehicle's keys;
- loss of any kind directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism.

You should read the Policy Wording and make yourself aware of all the exclusions that apply.

Conditions

You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium. Conditions of cover are shown in the Policy Wording. You should make yourself aware of all the conditions that apply by reading the Policy Wording.

Special Conditions: General

The following policy conditions or clauses may be considered unusual.

Total Loss

Section One specifies where your motor vehicle is declared a total loss we may at our option pay the sum insured (less any applicable excess), replace your vehicle with a similar vehicle (less any applicable excess) or make payment of a mutually agreed amount.

Overnight Parking

If you have declared to us your motor vehicle will be parked within the boundaries of your usual overnight parking address, Section One specifies your motor vehicle will not be covered if it is not parked between

the hours of 10.00pm and 5.00am within the boundaries of your usual overnight parking address, when your motor vehicle is at or within a 500 metre radius of your usual overnight parking address.

Security

Section One specifies your motor vehicle must be locked and any security device attached to your motor vehicle must be activated when your motor vehicle is not being driven.

Named Driver Policy

Section One specifies only drivers advised to us and agreed to by us in writing are insured to drive your motor vehicle.

No Cover For Overnight Street Parking

When your motor vehicle is parked within 500 metres of your usual overnight parking address and you have declared your motor vehicle is parked overnight within the boundaries of your usual overnight parking address, but you park on the street, footpath or outside the boundaries of your usual overnight parking address, this is regarded as "Overnight Street Parking". You are not covered under this policy for "Overnight Street Parking".

Special Conditions - Certain Class of Motor Vehicle

If your policy schedule states your class of motor vehicle is "Import Vehicle", "Motorcycle" or "Modified Vehicle", the following special conditions apply.

Import Vehicles

- An additional excess of \$1,000 is applicable to any theft and/or malicious damage claim.
- Your motor vehicle must be fitted with a self arming three point immobiliser that meets the Australian design standard (AS/NZS 4601:1999).
- An additional excess will apply in the event of a single vehicle accident as follows:
 - \$2,000 for drivers under the age of 21;
 - \$1,000 for drivers under the age of 25 but not under the age of 21;
 - \$0 for drivers aged between 25 and 74;
 - \$1,000 for drivers over the age of 75.

- Any non standard stereo/sound/entertainment system installed in or on your motor vehicle will be insured for the lesser of \$1,000 or 10% of your motor vehicles market value or agreed value (whichever applies to your motor vehicle).

Motorcycles

- An additional excess of \$1,000 is applicable to all theft and/or malicious damage claims.
- There is no cover for theft of the motorcycle unless all security devices are correctly attached and used when the motorcycle is not being ridden.

Modified Vehicles

- An additional excess of \$1,000 is applicable to any theft and/or malicious damage claim.
- Your motor vehicle must be fitted with a self arming three point immobiliser that meets the Australian design standard (AS/NZS 4601:1999).
- An additional excess will apply in the event of a single vehicle accident as follows:
 - \$2,000 for drivers under the age of 21;
 - \$1,000 for drivers under the age of 25 but not under the age of 21;
 - \$0 for drivers aged between 25 and 74;
 - \$1,000 for drivers over the age of 75.

Your Excess

The excess is the amount you must contribute towards the cost of any claim you make. The excess applicable will be shown in your policy schedule.

If you make a claim under the policy, you may be required to pay one or more excesses.

These excesses include:

- Basic excess which applies to every claim.
- Age excess which applies depending on the age of the driver of your motor vehicle.
- Single vehicle accident excess which will be applied depending on the age of the driver of your motor vehicle and the type of motor vehicle you own.
- Theft/malicious damage excess which will be applied depending on the type of motor vehicle that you own.

An example of how these excesses might apply would be if you were a 20 year old driver and you lost control of your motor vehicle which caused it to crash into a power pole, before we would repair your motor vehicle, you would have to pay the following excesses:

- basic policy excess which is shown in the schedule
- age excess of \$750
- single vehicle excess of \$2000

The excess must be paid when a claim is made unless:

- we agree the accident was entirely the fault of the other driver or party;and
- you can give us the name and address of the other driver or party;and
- you can give us the registration of the motor vehicle which caused the damage to your motor vehicle; and
- the damage exceeds the amount of the excess; and
- the other driver or party was not a family member or a person who resides with you.

Cost of the Policy & Paying for the Insurance

The amount that we charge you for this insurance is the total we calculate when considering all of the factors which make up the risk, such as:

- the type of motor vehicle;
- the age of the motor vehicle;
- how often the motor vehicle is driven;
- where you live;
- the age and experience of any drivers;
- your previous claims history as well as that of others who may drive your motor vehicle;
- your driving record as well as that of others who may drive your motor vehicle.

The cost of your policy is made up of your premium plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees plus a fee for the issue of documentation.

No Claim Bonus (NCB)

A discount is provided to reward good drivers. To provide this discount we consider your recent driving and incident history combined with the NCB granted by

your current insurer. The amount of the discount varies with the number of claim free years driving you have accumulated. We use the youngest driver covered by the policy to establish the discount applicable.

What happens if you do not pay the cost of your policy by the due date?

We will have the right to cancel your policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

Paying by instalments

- Where you pay your premium by instalments:
 - we will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for 14 days or more;
 - if any instalment of premium has remained unpaid for 30 days, the policy will come to an end without notice to you.
- In the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of your claim.
- If the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.
- A fee may apply if you pay your premium by instalments and/or if you pay your premium by credit card.

Cooling Off Period

If, after reading your policy, you are not satisfied with the cover, you may cancel this policy within 14 days of receiving it, and obtain a full refund less any non refundable government charges and taxes that we have paid. You may notify us in writing or electronically.

If you make a claim for any incident within the 14 day period, you must pay your annual premium in full.

If your policy is for an event that will finish within the 14 day cooling off period, you can only exercise your right to cancel before the event starts.

General Insurance Code of Practice

Calliden is a signatory to and Famous supports the General Insurance Code of Practice. The Code aims to raise standards of service between insurers and their customers.

For any information about the Code, including a copy of the Code, contact Calliden (see contact details above) or The Insurance Ombudsman Service on 1300 78 08 08 or look at **www.codeofpractice.com.au**

Disputes/Complaints

How You Can Resolve A Complaint You Have With Us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance policy.

Contact us

Call 02 9551 1111 and we will try to resolve your complaint straight away. If we cannot, we will ask you to put your complaint in writing.

You can write to us at:

- Email: **customerservice@calliden.com.au**
- Fax: 02 9551 1155
- Address: Level 7, 100 Arthur Street,
North Sydney NSW 2060

How we resolve complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council

of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.

- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

If your complaint is still unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Insurance Ombudsman Service (IOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 780 808 or visit **www.insuranceombudsman.com.au**

If the IOS is unable to address your complaint then Calliden will inform you of an alternate dispute resolution scheme.

Before Purchasing Motor Vehicle Insurance

Obligations you need to know about before you take out insurance

Our Policy Wording explains the cover available and your rights and obligations. It also explains what may happen if you do not meet those obligations. You should ensure you understand the Policy Wording before taking out the insurance.

Information you will need when you apply:

- Sales receipt for the car, if purchased recently.
- Registration papers.
- Finance Contract, if under finance.
- Insurance record or latest renewal from your previous insurer.
- The traffic record for all requested drivers. We may ask you to obtain a written copy of all driving records from the appropriate authority.
- List of all accessories and modifications plus their values.

When confirming details already supplied to us

If we ask you to return our application form, follow the instructions provided and ensure all questions are answered fully and honestly. Sign the application and return it.

If we do not ask you to return our application form, carefully check all the information on the documents we provide to you. If the information is correct, please provide payment. If the information is not correct or there is information missing, it is your responsibility to inform us that the information is incorrect or missing. If you do not inform us that information is incorrect or missing, we will assume the information on the documents we have provided to you is correct and we will rely on this information in the event of a claim.

When you are completing our application form

Follow the instructions provided with the application. Ensure all questions are answered and the application form signed and dated. Do not forget you are answering all the questions for all the drivers on the application form. You are reminded of your Duty of Disclosure.

When you have completed and paid for your insurance

We will forward you a policy schedule. Please check this document carefully. If all the information is correct, you do not need to do anything else. If any information is incorrect or missing, it is your responsibility to inform us that information is incorrect or missing. If you do not inform us that information is incorrect or missing, we will assume the information on the policy schedule we have provided is correct and we will rely on this information in the event of a claim.

Don't Prevent Our Right to Recovery

We will not compensate you for any loss or damage that is covered by this policy where:

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage; and
- you have agreed with that person or party, either before or after the inception of this policy, that you will not seek recovery from them.

Privacy

Calliden and Famous respect your privacy and operate at all times in accordance with their privacy policies. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, Level 7, 100 Arthur Street, North Sydney NSW 2060

Making a Claim

When you need to make a claim

Before we can settle any claim under your policy the premium must be paid. You must promptly tell us about the claim and give us all information about the claim. This can be done by telephone, facsimile or email. We will forward you a claim form for completion.

It is important to remember that a claim made by any one of the persons named as the insured in the current policy schedule is a claim by all of them.

Repairs

When you need to make a claim, you can choose your own repairer or we can recommend a repairer to carry out the repairs to your motor vehicle.

When we authorise repairs, we:

- will guarantee the quality of workmanship and materials for the life of the motor vehicle (subject to wear and tear);
- will use new parts or parts consistent with the age and condition of your motor vehicle;
- may instruct the repairer to use other repairers to complete certain parts of the repairs.

Proof of loss

When you make a claim under this policy, we may ask you to provide proof of purchase or proof of ownership of your motor vehicle, items or accessories. If you cannot provide this proof we may not pay you.

Paying your excess

When you make a claim under this policy we will advise you when and how to pay your excess. You must pay your excess when we request it or we will be unable to pay your claim.

Claims for less than the excess

The cover under this policy is only available if the amount claimed is more than the excess/es even when the excess/es would not apply.

How you must co-operate

In the event of a claim you have an obligation to provide all assistance and co-operation in settling the loss. You must help even after we have paid your claim.

We may attempt to recover the amount of our payment from another party if they were responsible for the loss or damage. We will do this in your name. We may also wish to defend you if it is alleged you caused someone else's loss or damage.

If your motor vehicle is a total loss

If we:

- pay you any negotiated value; or
- pay you current market value; or
- replace your motor vehicle with a similar vehicle;

(depending on the cover purchased), less any excess applicable, this policy comes to an end and no refund of premium is due to you. Once we have paid you, your motor vehicle, including all accessories and modifications advised to us, becomes our property. All accessories or modifications not advised to us are your property. We may charge you or deduct from any payment we make to you the cost to remove and deliver them to you. If any insured accessories or modifications are removed and not replaced with a fully functioning standard component we will deduct the value of the fully functioning standard component from any payment we make to you.

Damage to someone else's property

If you make a claim for damage to someone else's property you must pay the excess/es before we will settle the loss on your behalf.

How does a claim affect your No Claim Bonus

Your No Claim Bonus will be reduced by two years upon lodgement of any claim unless we agree that:

- the accident was entirely the fault of the other driver; and
- you can give us the name and address of the other driver.

You may, at an additional premium, protect your No Claim Bonus. Your No Claim Bonus will be protected for one claim per period of insurance where either you are at fault or you cannot identify the third party responsible for the damage. For each subsequent claim where you are at fault or you cannot identify the third party, your No Claim Bonus will be reduced.

GST

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an excess under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess. If you are unsure about the taxation implications of this policy, you should seek advice from your accountant or tax professional.

Making Changes to your Policy

If you wish to make changes to your policy, you must advise us and the change will be effective if:

- we agree to make the change; and
- you pay us any additional premium required; and
- we confirm in writing the change is effective.

Changes that you must advise us of include, but are not limited to:

- when you replace your motor vehicle with another motor vehicle;
- when you modify your motor vehicle in any way;
- when you change your address;
- when you change the way your motor vehicle is parked overnight;
- when you change the address where your motor vehicle is parked overnight;
- when you change the usage of your motor vehicle.

Failure to advise us of changes may result in a claim not being paid.

Cancelling your policy

We may cancel your policy where we are allowed to do so by law by writing to the postal address last provided to us.

You may cancel your policy at any time in writing. If you do this, we will deduct from the premium you have paid us, the premium for the period that you have been insured together with a fee of 15% (plus GST) of the amount of premium that remains until the expiry of the period of insurance. We will then refund the remaining premium to you.

Notices

All notices issued by us to you will be in writing. The notice is effective if it is delivered to you personally, by facsimile, electronically or if it is delivered or posted, to your last postal address provided to us. It is important for you to tell us of any change to your postal address as soon as possible.

If you sell or give away your vehicle

This policy comes to an end if you sell or give away your motor vehicle, without any notice to you. You should advise us in writing of the disposal of your motor vehicle and we will cancel your policy and refund the premium due to you from the date of sale.

Financial Services Guide

The Purpose Of This Guide

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use our services and contains important information about:

- who is responsible for the Financial Services;
- the services we offer you;
- how we and our associates are remunerated;
- any potential conflict of interest we may have;

The Service We Offer You

We can provide general financial product advice about, and arrange General Motor Vehicle Insurance. In giving advice we do not take into account your objectives, financial situation or needs. Therefore you need to consider the appropriateness of the advice in light of your objectives, financial situation and needs before acting on it.

If we recommend that you acquire or we offer to issue or arrange to issue you a financial product, we will give you information about the particular financial product by providing you with a Product Disclosure Statement (PDS). The PDS will help you make an informed decision about the financial product.

Who is Responsible for the Financial Services Provided

Dawes Underwriting Australia Pty Ltd, trading as Famous Car Insurance holds an Australian Financial Services Licence No: 230845 to provide financial product advice and deal in General Motor Vehicle Insurance products. We are responsible for the financial services provided to you.

Association With Related Product Issuer

Dawes Underwriting Australia Pty Ltd and its product issuer, Calliden Limited are wholly-owned subsidiaries of Calliden Group Limited. Neither entity have an interest or shareholding in any business associated with the motor vehicle repair industry.

What You Must Do For Us

To enable us to provide the right advice you must provide us with complete information about the risk(s) you face and those you want to be insured for. This should include information about your situation, needs and objectives. You must also tell us about relevant changes as they occur so we can review your insurance needs accordingly. If we do not have your complete information, we will be unable to properly review your circumstances, limiting our ability to give you the right advice. In such cases you should assess the appropriateness of our advice to your needs before acting on it. Of course we also ask you to pay our invoices on time and complete the proposal form honestly and accurately. You must return them to us by the required date.

How You Will Pay For Our Services

We receive income from the following sources:

Commission

When we place insurance for you, we usually receive payment from Calliden. These payments are called commission and are calculated as a percentage of the base premium. The percentage is 25%. Where an insurance broker or affiliated association has referred you to us, we will pay them between 0% and 12.5% of the base premium.

Policy Fees

We have a set of standard Policy Fees we charge clients for the cost of services not covered by the commissions received from Calliden. Our policy fees are noted on your insurance schedule. We can tell you the exact fee at the time you contact us. Such fees include:

- Preparation and distribution of documentation.
- Amendments to the policy during the policy year.

Cancellation

If there is a premium refund due for cancellation or adjustment, we will refund you our commission on the refunded premium but we will charge a fee for the cancellation or adjustment. This fee is 15% (plus GST) of the amount of premium that remains until the expiry of the period of insurance. Again we can tell you the exact fee when you contact us to cancel your policy.

Interest

Any premiums received from you are held in a trust account prior to forwarding to Calliden. We will retain any interest earned on the money held in the trust account.

How Our Representatives Are Paid

Our representatives do not receive any benefit directly from the sale of a product to you. All our representatives are paid an annual salary regardless of sales or business volume.

If a person, other than an insurance broker or affiliated association, has referred you to us, we do not pay them part of any fee or commission received.

From When Does This FSG Apply

This FSG was prepared on the 1 February 2008.

Famous Motor Vehicle Insurance Policy

You should read this **policy** and **your policy schedule** carefully and if it is not correct contact **us**.

These are important documents and **you** should keep them in a safe place.

Words with Special Meanings

Words with special meanings will be seen throughout **your policy** in bold lettering. Please refer to the following definitions for the meaning **we** give these words.

Accident – Includes a series of accidents arising out of one event.

Agreed Value – The dollar value stated in your **policy schedule**. This may be altered by mutual consent.

Application – The written or verbal application for this insurance and any other information given to **us** either in writing or verbally when applying for this **policy**.

Communal Parking Area – Any overnight parking arrangement where **your motor vehicle** is parked in an enclosed common area comprising a minimum of four contiguous walls and roof with a lockable door for **motor vehicle** access, where **you** do not have an enclosed lockable structure that **you** own or rent for **your** exclusive use to store **your motor vehicle**.

Electronic Data – Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Excess – The amount of money **you** must contribute towards the cost of each event that gives rise to a claim. The amount of the excess is shown in **your policy schedule** and Sections Five, Eleven and Twelve of this **policy**.

Garage – A lockable room comprising a minimum of four contiguous walls and roof with a lockable door for **motor vehicle** access. This garage may form part of and be attached to **your** residence.

Hire – The use of **your motor vehicle** for reward.

Market Value – The value **we** determine as being the replacement cost of **your motor vehicle** with another **motor vehicle** of the same make, model and condition as **your motor vehicle** at the date of its loss or damage.

Modification – Any change to **your motor vehicle** from the manufacturer's standard specification including but not limited to **your motor vehicle's** body, engine (including fuel delivery and exhaust systems), transmission, wheels, (including diameter and width) tyres, suspension or interior.

Motor Vehicle – A mechanically propelled vehicle having 4 or more wheels either registered for use on public roads or capable of such registration. Motor Vehicle includes the Motor Vehicle's components, accessories, tools and spare parts usually supplied by the manufacturer and installed or attached to the Motor Vehicle or specified in the **application** as accessories or **modifications**.

Motorcycle – A mechanically propelled vehicle having 3 or less wheels either registered for use on public roads or capable of such registration. Motorcycle includes the Motorcycle's components, accessories, tools and spare parts usually supplied by the manufacturer and installed or attached to the Motorcycle or specified in the **application** as accessories or **modifications**. Where this **policy** refers to **motor vehicle** it will also have the meaning of Motorcycle.

Named Driver – A person nominated on **your policy schedule** as a Named Driver. Only Named Drivers are insured.

Negotiated Value – The amount agreed between **you** and **us** as the amount to be paid instead of the **sum insured** when **your motor vehicle** is a **total loss**.

Overnight Street Parking – When **your motor vehicle** is parked within 500 metres of the address **you** have declared to **us** as the usual address **your motor vehicle** is parked overnight and **you** have

declared **your motor vehicle** is **garaged**, parked in a **communal parking area** or parked within the boundaries of **your usual overnight parking address**, but **you** park on the street, footpath or outside the boundaries of **your usual overnight parking address**, this is regarded as “Overnight Street Parking”.

Period of Insurance – The **policy** period shown in **your policy schedule**.

Policy – **Your** contract of insurance with **us**, and includes this document, the **application** and **your policy schedule**.

Policy Schedule – The most recently issued premium advice, renewal invitation or schedule, which shows **your policy** number, together with the details of **your cover**.

Principal – a person or entity for whom **you** act as agent or contractor because **you** have entered into a contract or agreement with them for the performance of work.

Single Vehicle Accident – Any **accident** involving loss of control of **your motor vehicle** resulting in impact with any animal, stationary object, including but not limited to, building, fence, terrain or parked **motor vehicle**.

Substitute Motor Vehicle – A similar **motor vehicle** to **your motor vehicle** which is registered for use on public roads.

Sum Insured – The **agreed value** or **market value**, whichever is stated in **your policy schedule**.

Total Loss – When repair costs to **your motor vehicle** plus the value of the wreck, in **our** opinion exceed its **sum insured**, or it is stolen and not recovered, **we** may, at **our** option, declare **your motor vehicle** a Total Loss.

Unattended – Any time there is no person over the age of 16 in **your motor vehicle** with **your** permission or the permission of a **named driver**.

Usual Overnight Parking Address – The address **you** have declared to **us** as the address of the residence, **garage** or **communal parking area** where **your motor vehicle** is usually parked overnight.

You, your, yourself, Insured – The insured person or entity named in **your policy schedule**. If more than one person or entity is named as the Insured, **we** will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities.

Your Motor Vehicle – The **motor vehicle** noted on the **policy schedule** as being insured by this **policy** and any **substitute** or replacement vehicle for that **motor vehicle** if it is covered by the terms of this **policy**.

We, us, our, Insurer – Calliden Limited.

Section One: Loss or Damage to your Motor Vehicle

We cover accidental damage to or theft or attempted theft of **your motor vehicle** during the **period of insurance**, but **we** will not cover any loss or damage:

- if any anti-theft device which **you** have told **us** is installed on or in **your motor vehicle** is not in good working order and activated or **your motor vehicle** is not locked and the keys removed when **your motor vehicle** is **unattended**, including while **your motor vehicle** is parked in **your garage, communal parking area** or within the boundaries of **your usual overnight parking address**.
- if **your motor vehicle** is not parked between the hours of 10.00pm and 5.00am within the boundaries of **your usual overnight parking address**, when **your motor vehicle** is at or within a 500 metre radius of **your usual overnight parking address**.
- when **your motor vehicle** is being driven by any person who is not a **named driver**, except when **your motor vehicle** is being driven by:
 - a member of the motor trade or motor engineer for overhaul, upkeep, repair or sale;
 - an employee of any parking station for the purpose of parking;
 - by any person in an extreme medical emergency in which case the onus of proof will be on **you** to substantiate the necessity for **your motor vehicle** to be driven by or be in the control of a person other than **you** or a **named driver**.

If **your motor vehicle** is not a **total loss**, **we** will, at **our** option repair, pay the cost of repairing **your motor vehicle**, or make a cash settlement up to the limit of the **sum insured** at the time of loss less any **excess** that may be applicable. **We** will be entitled to any residual value of parts replaced.

If **we** declare **your motor vehicle** to be a **total loss**:

- **we** will at **our** option either pay the **sum insured**, any **negotiated value**, or replace **your motor vehicle**, less any **excess** that may be applicable;
- within two years from the date of its original registration, **we** will, at **our** option and subject to local availability and the agreement of any party having a financial interest in **your motor vehicle**, replace **your motor vehicle** with a new **motor vehicle** of the same make and model, with the same accessories as declared in the **application** or **policy schedule** less any **excess** that may be applicable;
- **we** will be entitled to take over ownership of **your motor vehicle**. **You** will have first option to purchase the wreck at a price to be agreed between **yourself** and **us**. However, if **your motor vehicle** was built in excess of 25 years ago, and **you** are a member of a “Special Interest Car Club”, **you** will retain ownership of the wreck.

Automatic Cover on a Replacement Vehicle

If **you** replace **your motor vehicle** during the **period of insurance** **we** will cover the replacement **motor vehicle** for 14 days from the date of acquisition provided **you** supply details of the replacement **motor vehicle** within 14 days of its acquisition, another insurer has not provided **motor vehicle** insurance to **you** for the replacement **motor vehicle** and **we** agree to cover the replacement **motor vehicle**. Cover for **your motor vehicle** will cease from the time of acquisition of the replacement **motor vehicle**.

The most **we** will pay for loss or damage to the replacement **motor vehicle** is the lesser of:

- the current market value of the replacement **motor vehicle**;
- the **sum insured** shown on **your policy schedule**;
- the purchase price of the replacement **motor vehicle**;
- \$50,000.

Cover for the replacement **motor vehicle** after the 14th day from the date of acquisition, will only continue if:

- **you** provide **us** in writing with all details about the replacement **motor vehicle** within 14 days of the acquisition of the replacement **motor vehicle**;
- **we** agree to insure the replacement **motor vehicle**;
- **you** agree to pay any additional premium **we** require;
- **you** agree to complete a new application form if **we** require it.

Section Two: Third Party Property Damage Cover

We will indemnify **you** and any passenger or any **named driver** for all sums which **you** or such passenger or **named driver** become legally liable to pay in compensation for damage to the property of others (up to a maximum of \$20,000,000) arising out of an **accident** caused by or connected with **your motor vehicle** (including any trailer attached to **your motor vehicle**) happening during the **period of insurance** and less any **excess** that may be applicable.

We will also pay all reasonable legal costs and expenses incurred by **you** or the **named driver** in defending or undertaking any legal action subject to **our** prior written consent. These legal costs and expenses are included in and not in addition to the maximum amount of cover of \$20,000,000.

We will not cover any liability which results in a claim when **your motor vehicle** is being driven by any person who is not a **named driver**, except when **your motor vehicle** is being driven by:

- a member of the motor trade or motor engineer for overhaul, upkeep or repair;
- an employee of any parking station for the purpose of parking; or
- any person in an extreme medical emergency in which case the onus of proof will be on **you** to substantiate the necessity for **your motor vehicle** to be driven by or be in the control of a person other than a **named driver**;

When **your motor vehicle** is out of use for service or repair and **you** or a **named driver** drives a **substitute motor vehicle**, the cover provided by this section is extended to cover legal liability arising from the use of the **substitute motor vehicle**.

We will indemnify **your** employer (including the Commonwealth and State Governments and their departments) or **principal** if an **accident** that results in a claim arises from **you** or a **named driver** using **your motor vehicle** on business.

There is no cover under this section:

- unless **you** and any **named driver** observe, fulfil and are subject to the terms, exceptions and conditions of this **policy** insofar as they apply;
- in respect of damage of property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this **policy**;
- in respect of damage to any **motor vehicle** insured by this **policy**;
- in respect of penalties, fines, punitive, exemplary or liquidated damages;
- in respect of death or personal bodily injury to any person arising from an **accident** involving **your motor vehicle**.

Section Three: Additional Benefits

The following Additional Benefits are paid in addition to the **sum insured** for **your motor vehicle**.

Recovery and Towing

If **your motor vehicle** is accidentally damaged or recovered after being stolen, **we** will pay the reasonable cost of recovery and moving it to the nearest authorised repairer or place of safety to a maximum of \$500. Any further movement of **your motor vehicle** may only be conducted with **our** consent.

Emergency Accommodation

We will pay up to \$250 for reasonable and necessary accommodation or travel expenses incurred in relation to an **accident** which gives rise to a claim under this **policy** and which occurs more than 200 kilometres from **your** declared place of residence.

Cover For a Trailer

We will pay up to \$500 or the market value, whichever is the lesser, for accidental damage to **your** trailer when attached to **your motor vehicle**.

Note: This cover does not apply if **your** trailer is already insured.

Transportation by Sea

We will pay **your** contribution for general average and salvage charges, where these maritime conditions apply, while **your motor vehicle** is being transported by sea between places within the Commonwealth of Australia even in the event of there being no loss or damage to **your motor vehicle**.

Windscreen Repair/or Replacement

We will pay for damage to a windscreen when there is no other damage to **your motor vehicle**.

We will either:

- pay to repair one single chip or crack in the windscreen of **your motor vehicle**; or
- **we** will replace the windscreen of **your motor vehicle**.

Repair or replacement of a windscreen is subject to the payment of **excess**. The **excess** payable will be the “basic policy excess” shown in **your schedule**.

Section Four: Exclusions

There is no cover under this **policy** if at the time of any **accident** or event which results in a claim, **your motor vehicle** (or any other **motor vehicle** covered by this **policy**) was used by, or was in the custody or control of **you** or a **named driver**, and:

- **you** were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
- any **named driver** in control of or driving **your motor vehicle** with **your** consent, was under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis, and **you** knew or should reasonably have known when **you** gave consent, that the **named driver** was, or would be at the relevant time so affected by intoxicating liquor or drugs;
- **you**, or any **named driver** were not licensed or authorised to be driving.

There is no cover under this **policy** if at the time of any **accident** or event which results in a claim, **your motor vehicle** (or any other **motor vehicle** covered by this **policy**):

- was in an unsafe or unroadworthy condition;
- was damaged intentionally by **you** or a **named driver** or on **your** or their behalf, or with fraudulent intention;
- was outside of Australia;
- was used in an experiment, test, trial, demonstration or to tow some other motor vehicle in connection with the motor trade;
- was on **hire** to another person, or used to carry passengers or goods for **hire** or reward;
- was being used for any unlawful purpose;
- was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest;
- was being used on a racetrack or course in any capacity whatsoever without **our** written approval;
- was used off road or on any ungazetted road or highway;
- was being used for a driver education course unless **you** have told **us your motor vehicle** would be used for this purpose and **we** have agreed in writing to cover it;
- was being used for learner driver tuition for reward.

There is no cover under this **policy** for:

- loss of use, depreciation, wear and tear, rust and corrosion;
- damage caused by domestic animals or pets owned by **you** or for which **you** are legally responsible;
- the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the vehicle due to previous damage and/or repairs;
- mechanical, structural, electrical or electronic breakdown or failure;
- damage to tyres by application of brakes, road cuts, punctures or bursts;
- losses due to **your** or a **named driver's** failure to take reasonable steps to protect **your motor vehicle**;

- losses due to **your** or a **named driver's** failure to protect **your motor vehicle** following **you** or a **named driver** becoming aware of the loss or theft of **your motor vehicle's** keys or any other keys or passes which may provide access to **your motor vehicle** or **your motor vehicle's** keys;
- **your motor vehicle** when it is parked overnight on the street as defined in "**overnight street parking**" unless **your policy schedule** is endorsed to include **overnight street parking**;
- the cost of replacing an entire set and/or pair when not all of the set and/or pair are damaged;
- loss of or damage to **your motor vehicle** by lawful repossession, seizure or other operation of law;
- **motor vehicles** which have been modified from the manufacturers' original specification for the model and series, unless such **modifications** have been disclosed to and agreed to in writing by **us**;
- any claim in respect of loss, liability or damage arising directly or indirectly or in consequence of or in any way involving asbestos or any materials containing asbestos, in whatever form or quantity;
- **your motor vehicle** if it is being driven on rails;
- bodily or personal injury of any kind;
- consequential loss of any kind.

We will not pay any claims arising directly or indirectly from or in consequence of:

- war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or
- any act of terrorism.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- any action taken in controlling, preventing, suppressing or in any way relating to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. **We** will pay for any resultant loss or damage that is covered by this **policy**;
- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of **electronic data**;
- error in creating, amending, entering, deleting or using **electronic data**;
- total or partial inability or failure to receive, send, access or use **electronic data** for any time at all.

If **we** allege that by reason of the above exclusions any loss, damage, cost or expense is not covered by this **policy**, the burden of proving to the contrary will be upon **you**. In the event any portion of the above exclusions are found to be invalid or unenforceable, the remainder will remain in full force and effect.

Section Five: Excess

Basic Policy Excess

An **excess** applies to all claims under this **policy** for loss or damage to **your motor vehicle**. The amount is specified in the **policy schedule** as the “basic policy excess”.

Age Excess

In addition to the amount stated in the **schedule** as “the basic policy excess”, **you** or any other party indemnified by this **policy** will bear, in respect of each **accident**, a further sum of:

- \$750 while **your motor vehicle** is being driven by or is in the charge of any person under the age of 21;
- \$500 while **your motor vehicle** is being driven by or is in the charge of any person under the age of 25 but not under the age of 21;
- \$250 while **your motor vehicle** is being driven by or is in the charge of any person over the age of 75 years.

If any further sums are payable in addition to the **excesses** stated above, these **excesses** will be stated in Sections Eleven, Twelve and Thirteen of this **policy**.

If **we** make any payment under this **policy** which includes any **excess** for which **you** are responsible, then **you** must pay to **us** the amount of such **excess** on request. Each **excess** is cumulative.

Cover under this **policy** is only available if the amount claimed is more than the **excess** or cumulative **excesses** even when the **excess** would not apply.

The **excess** must be paid when a claim is made unless **we** agree the **accident** was entirely the fault of the other driver or party, **you** can give **us** the name and address of the other driver or party, **you** can give **us** the registration of the **motor vehicle** that caused the damage to **your motor vehicle**, the damage exceeds the amount of the **excess** and the other driver or party was not a family member or a person who resides with **you**.

Section Six: Claims Procedures

When **your motor vehicle** is involved in an **accident** or loss which may give rise to a claim under this **policy**, **you** must contact **us** without delay. **You** can contact Calliden to make a claim in any of the following ways:

Tel: 1300 78 55 44

Fax: 1300 78 77 55

Postal address: PO Box 2717, Taren Point NSW 2229

Email: claims@calliden.com.au

You must also:

- take all reasonable steps to avoid further loss or damage;

- inform the Police as soon as possible, but within 24 hours of the damage coming to **your** attention, if **your motor vehicle** (or part of **your motor vehicle**) is stolen, or damaged in an attempted theft, or if malicious damage is suspected;
- within 30 days complete and give to **us** our claim form if **we** ask **you** to complete a claim form;
- give all information and assistance required by **our** legal representative or investigator to allow **us** to fully examine and settle **your** claim, and/or enforce in **your** name the rights **we** may have against any third party;
- not authorise repairs without **our** approval, except emergency repairs up to \$250. Repairs must be commenced as soon as practicable;
- pay any contribution on the cost of repairs or part/s where the repair or replacement part/s puts **your motor vehicle** in a better condition than prior to it being damaged.

When property belonging to other people is damaged in circumstances which may give rise to a claim under Section Two **you** must:

- not without **our** consent in writing, make any admission of liability, offer, promise or payment in connection with that claim;
- forward to **us** every letter, claim, writ, summons or process relating to the claim immediately after it is received.

We will have full discretion in the conduct of any proceedings or in settlement of any claim made against **you** and may:

- take over and conduct in **your** name the defence or settlement of any claim;
- prosecute in **your** name any right of recovery against other persons.

We agree that any disputes arising from this **policy** will be determined by the Courts, and in accordance with, the laws, of the State and Territory where this **policy** is issued.

Claims for less than the excess

The cover under this **policy** is only available if the amount claimed is more than the **excess** even when the **excess** would not apply.

Repairs

When **you** need to make a claim, **you** can choose **your** own repairer or **we** can recommend a repairer to carry out the repairs to **your motor vehicle**.

When your motor vehicle is being repaired – what we will do

When **you** have chosen **your** own repairer or **you** have chosen the repairer **we** recommend, **we** will ask the repairer to provide a quotation for the work that is required to repair **your motor vehicle**. If **we** consider that the quote is fair and reasonable, **we** will authorise the repairer to carry out the repairs. When it comes to the repair of **your motor vehicle we**:

- will repair **your motor vehicle** to return it to the condition it was in before the incident which damaged **your motor vehicle**;
- will use new parts or parts consistent with the age and condition of **your motor vehicle**;
- may instruct the repairer to use other repairers to complete certain parts of the repairs. For example, if **your** windscreen is damaged, **we** may instruct the repairer to have the windscreen repaired by a specialist windscreen repairer;
- guarantee the quality of workmanship and materials for the life of the **motor vehicle** (subject to wear and tear).

If **you** choose **your** own repairer, **we** may not always authorise the repairs if **we** are not satisfied that the quote for the repairs is fair and reasonable. If this happens:

- **we** will pay **you** the amount that **we** determine to be fair and reasonable for the repairs. This amount will be determined by a motor vehicle assessor appointed by **us** inspecting the damage to **your motor vehicle**, and reviewing, adjusting and/or amending **your** repairer's quote. **We** may also compare **your** repairer's quote with a quote **we** obtain from a repairer **we** choose;

- if **we** do not authorise repairs and **we** pay **you** the amount **we** determine to be fair and reasonable for the repairs, **we** will not guarantee the quality of workmanship and materials.

Emergency repairs

You may carry out emergency repairs up to the cost of \$250 (including any GST).

What is not covered - Repairs

We:

- will not be responsible for additional costs incurred because of delays in delivery of parts;
- will not pay for any air-conditioning refit, re-gas or any modification required by law;
- may require **you** to contribute to the cost of the repairs if the repairs to **your motor vehicle** leave it in a condition that is better than the condition it was in before the incident that caused the damage.

Section Seven - Conditions

If **you** do not comply with the following Conditions, **we** may refuse to pay a claim in whole or in part.

Renewal Procedure

When **your** current **policy** is close to expiry, **we** may send **you** an invitation to renew **your policy**. Any changes to the premium or the cover provided by the **policy** will be detailed in this renewal invitation.

Before **you** accept **our** invitation to renew **your policy**, **you** have a duty, by law, to tell **us** everything that **you** know or could reasonably be expected to know will alter the risk that **we** propose to insure in the new period of insurance. Things **you** must tell **us** before the new period of insurance commences include but are not limited to:

- details of any convictions, charges, prosecutions or fines for **you** or any **named driver**, for any driving or motoring offence including but not limited to speeding, traffic infringements (other than parking offences) and camera detected offences;
- if **you** or any **named driver** have had **your** or their drivers licence cancelled, suspended, special conditions imposed or been disqualified from driving;

- if **your motor vehicle** has been converted, altered or modified from the manufacturer's original specification for the model or series.

Changing motor vehicles

If **you** replace **your motor vehicle** with another motor vehicle, **we** may insure the new motor vehicle on the same terms and conditions as **your** old motor vehicle. For the **policy** to cover the new motor vehicle:

- **you** must give **us** details of the new motor vehicle within 14 days of acquiring it; and
- **we** must agree to cover the new motor vehicle; and
- **you** must pay any additional premium **we** ask for.

If **you** do not, this **policy** will come to an end, without any notice to **you**.

Changing your address

You must notify **us** immediately if **you** change **your** address. This means if **you** relocate either temporarily or permanently, **you** must advise **us** in writing immediately.

Changing your motor vehicle's garaging or parking or your motor vehicle's garaging or parking address

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

- **your motor vehicle** will no longer be **garaged**, communally parked or parked overnight, either permanently or temporarily, at the address **you** have declared to **us** as the address where **your motor vehicle** is **garaged**, communally parked or parked overnight;
- **you** have declared to **us** that **your motor vehicle** is parked within the boundaries of **your usual overnight parking address**, in a **garage** or in a **communal parking area** overnight and it is, or will no longer be, parked within the boundaries of **your usual overnight parking address**, in a **garage** or in a **communal parking area** overnight either temporarily or permanently.

Making modifications to your motor vehicle

You must notify **us** immediately if **your motor vehicle** is converted, altered or modified from the manufacturer's original specification for the model or

series. **Your motor vehicle** and the **modification** will be covered if:

- **we** agree to cover the **modification** and **your motor vehicle**; and
- **you** pay **us** any additional premium required; and
- **we** confirm in writing the **modification** and **your motor vehicle** is covered.

If you change the way you use your motor vehicle

You must notify **us** immediately if **you**:

- change the way **you** use **your motor vehicle** from the way **you** have declared to **us** that **you** use **your motor vehicle**; or
- change the number of times per week or per month that **you** drive **your motor vehicle** from the number **you** have declared to **us**; or
- change the number of times per week or per month **your motor vehicle** will be away from the address where it is stored, garaged or parked from the number **you** have declared to **us**; or
- have declared to **us** **your motor vehicle** is not driven and **you** will be driving **your motor vehicle**.

If you want to add additional named drivers

You must notify **us** immediately if **you** want any additional driver of **your motor vehicle** to be added as a **named driver**. Additional drivers will be covered if:

- **we** agree to cover the additional driver; and
- **you** pay **us** any additional premium required; and
- **we** confirm in writing the additional driver is listed as a **named driver**.

If you want to change any other information or details in your policy please contact us

The change will be effective if:

- **we** agree to make the change; and
- **you** pay **us** any additional premium required; and
- **we** confirm in writing the change is effective.

Cancellation

You may terminate this **policy** at any time by forwarding to **us** a request in writing or electronically.

If **you** do this, **we** will deduct from the premium **you** have paid **us**, the premium for the period that **you** have been insured together with a fee of 15% (plus GST) of the amount of premium that remains until the expiry of the **period of insurance**. **We** will then refund the remaining premium to **you**.

We may cancel this **policy** at any time where **we** are entitled to do so by law. If **we** cancel the **policy**, **we** will refund the premium in respect of the unexpired period of the **policy**.

In the event of **your motor vehicle** being declared a **total loss**, this **policy** will be cancelled from the date of the event causing the **total loss**. No refund of premium will be made.

Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

The law that applies to this policy

Any disputes arising from this **policy** will be determined by the Courts, and in accordance with the laws, of the State or Territory where this **policy** is issued.

Section Eight: Paying by Instalments

- Where **you** pay **your premium** by instalments:
 - **we** will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for 14 days or more;
 - if any instalment of premium has remained unpaid for 30 days, the **policy** will come to an end without notice to **you**.
- In the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of **your** claim.
- If the financial institution holding **your** account return or dishonour a direct debit payment due to lack of funds in **your** account, **we** will charge **you** for any direct or indirect costs which **we** incur arising from the payment being returned or dishonoured.

Section Nine: Third Party Property Damage Only

Where **your policy schedule** states **your** type of cover is “Third Party Property Damage Only”, Sections One and Three do not apply.

Section Ten: Storage/Restoration Cover

Where **your policy schedule** states **your** type of cover is “Storage and Restoration Cover Only” **your motor vehicle** will be covered at all times in accordance with the terms and conditions of this **policy**, except when being driven under its own power.

There is no cover for **your motor vehicle** when **you** have chosen “Storage and Restoration Cover Only”:

- under Section Two of this **policy**;
- for any loss or damage caused by or in connection with **you** or a **named driver** driving **your motor vehicle** under its own power.

Section Eleven: Import Motor Vehicle

Where the **policy schedule** states the Class as “Import Vehicle” the following applies:

- An additional **excess** of \$1,000 is applicable to any theft and/or malicious damage.
- **Your motor vehicle** must be fitted with a self arming three point immobiliser that meets the Australian design standard (AS/NZS 4601:1999).
- An additional **excess** will apply in the event of a **single vehicle accident** as follows:
 - \$2,000 for drivers under the age of 21;
 - \$1,000 for drivers under the age of 25 but not under the age of 21;
 - \$0 for drivers aged between 25 and 74;
 - \$1,000 for drivers over the age of 75.
- any non standard stereo/sound/entertainment system installed in or on **your motor vehicle** will be insured for the lesser of \$1,000 or 10% of **your motor vehicle’s market value** or **agreed value** (whichever applies to **your motor vehicle**).

Section Twelve: Motorcycle

Where the **policy schedule** states the Class as “Motorcycle” the following applies:

- where this **policy** states ‘driver’, the interpretation will include rider.
- an additional **excess** of \$1,000 is applicable to all theft and/or malicious damage claims.
- there is no cover for theft of **your motorcycle** unless all security devices are correctly attached and used when **your motorcycle** is not being ridden.

Section Thirteen: Modified Motor Vehicle

Where the **policy schedule** states the Class as “Modified Vehicle”, the following applies:

- An additional **excess** of \$1,000 is applicable to any theft and/or malicious damage claim.
- **Your motor vehicle** must be fitted with a self arming three point immobiliser that meets the Australian design standard (AS/NZS 4601:1999).
- An additional **excess** will apply in the event of a **single vehicle accident** as follows:
 - \$2,000 for drivers under the age of 21;
 - \$1,000 for drivers under the age of 25 but not under the age of 21;
 - \$0 for drivers aged between 25 and 74;
 - \$1,000 for drivers over the age of 75.



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