

## Lumley Special Vehicle Insurance

### Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (SPDS) was prepared on 19 October 2023 and will apply to all **Lumley Special Vehicles Insurance Product Disclosure Statement and Policy Booklet** version PDS78610/22 (PDS) taken out with a new business effective date on or after 20 October 2023, or with a renewal effective date on or after 20 November 2023.

The information in this SPDS updates the terms contained in the PDS, and should be read together with the PDS and any other applicable SPDS. If you would like another copy of your PDS, please go to [lsvcarinsurance.com.au](http://lsvcarinsurance.com.au)

### Changes to your PDS

Your PDS is amended by the following:

#### Change 1 – Amendment to ‘Claims (What you must do)’

**Your PDS is amended by replacing the paragraph in the subsection ‘Authorising repairs’ on page 36 with the following updated wording:**

**You** should not repair or replace any damaged property without **our** consent. Before repairs are started **you** should obtain **our** written agreement. If **you** have Comprehensive cover, **you** may authorise temporary and/or essential repairs up to a maximum of \$750.

**You** should seek **our** agreement before incurring any out-of-pocket expenses to ensure **you** will be able to claim those costs back on **your Policy**. If **you** do not obtain **our** agreement first, **we** will only pay reasonable costs up to the amount **we** would have agreed to pay had **you** obtained **our** prior agreement.

A number of factors will be relevant in working out what is the ‘reasonable cost’ of a repair, including the repair being consistent with the incident description, the pricing and nature of repair parts, and services rendered being consistent with industry standards. The types of evidence that may support costs being reasonable include things like quotes from **our** repairer or another repairer, **our** nominated repair methods for the type of damage to **your vehicle** provided they are reasonable and in line with industry standard and reports from **our** qualified assessors.

## **Change 2 – Amendment to ‘Claims (What we will do)’**

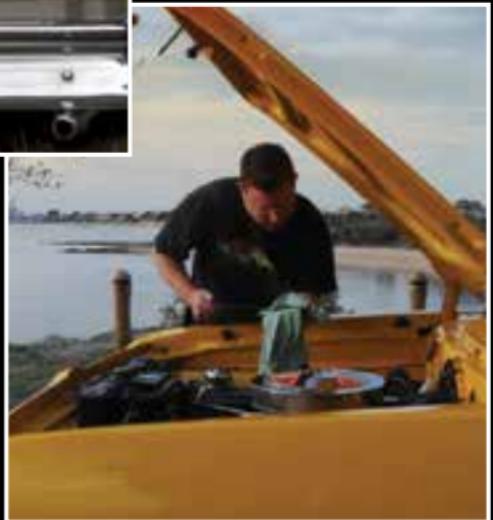
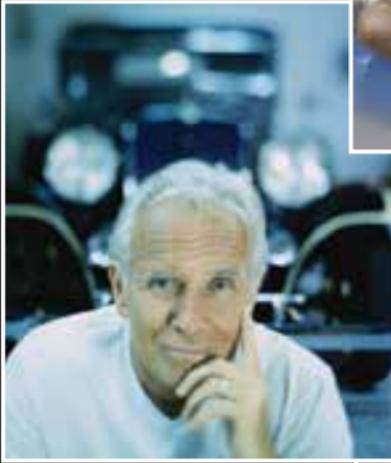
**Your PDS is amended by inserting the following paragraph at the end of ‘Our rights of recovery’ section on page 38:**

**You** must give **us** all the information and co-operation that **we** reasonably require to take the recovery action. **We** will only request information or co-operation which is relevant to pursue the recovery action and will provide an explanation as to why it is needed. **We** will act reasonably in exercising **our** discretion in the conduct of any legal proceedings and in the settlement of any claim while **we** conduct any recovery action. **We** will keep **you** reasonably informed and updated with the progress of proceedings.

**You** must not do anything unreasonable which prejudices **us** in taking any recovery action without **our** written consent. For example, **you** must not:

- assign **your** rights to anyone else; or
- opt-out of any representative or group proceedings taken by **us**.

# Product Disclosure Statement and Policy





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# Welcome to Lumley Special Vehicles

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## Specialist vehicle insurance

Lumley Special Vehicles welcomes **you** as a customer. **We** have been supporting motoring clubs and enthusiasts in the preservation of valued specialist cars and motorcycles for many years.

Lumley Special Vehicles is a trading name of Insurance Australia Limited (IAL) ABN 11 000 016 722 AFSL 227681. Part of Insurance Australia Group Ltd (IAG) ABN 60 090 739 923.

This Policy and **your schedule** are important documents and provide proof of the contract between **you** and **us**. Please keep them in a safe place. **We** recommend that **you** read this Policy and schedule carefully and in their entirety to ensure that **you** fully understand them and that they provide **you** with the protection that **you** need and that the interests and amounts insured are those that **you** have selected.

## The Motoring enthusiast

To protect **your** special vehicle **we** have designed this insurance product to exclusively suit the needs of motoring enthusiasts by providing specialised insurance.

Lumley Special Vehicles insurance policies offer a range of coverage options that include additional benefits and features created to provide **our** customers with the most personalised special vehicle policy **we** can offer.

**We** believe **our** customer's insurance should be as custom-built for them as their special vehicle is.

## Product Disclosure Statement (PDS)

### The purpose of this PDS and Policy

This Product Disclosure Statement is designed to help **you** make an informed choice before deciding to buy this insurance **policy**. If **you** do, this document forms part of the agreement between **us**.

### The insurer

Insurance Australia Limited (IAL) ABN 11 000 016 722 AFSL 227681 is the Insurer providing cover under **your policy**. IAL is an insurance company supervised by the Australian Prudential Regulation Authority and is subject to the prudential requirements of the Insurance Act 1973 (Cth).

IAL holds an Australian Financial Services Licence and is authorised to issue, vary and cancel general insurance products and provide financial product advice in relation to general insurance.

### General Insurance Code of Practice

**We** proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit **us** to high standards of service;
- to promote better, more-informed relations between **us** and **you**;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints **you** make about **us**; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### Our commitment to you:

**We** have adopted and support the Code and are committed to complying with it. Please contact **us** if **you** would like more information about the Code or the Code Governance Committee.

### How to contact us

**You** can phone Lumley Special Vehicles on 133 578

or write to **us** at:

PO Box 16042

Collins Street West, Victoria 8007

**You** can also contact **us** via email on [enquiries@lsvinsurance.com.au](mailto:enquiries@lsvinsurance.com.au)

or obtain more information from **our** website

[www.lsvinsurance.com.au](http://www.lsvinsurance.com.au)

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## Cooling off rights

Even after **you** decide to buy this insurance, **you** have 21 days to change **your** mind and let **us** know that **you** want to cancel the **policy**. **We** will refund the **premium you** have paid, less any government charges or taxes **we** are unable to recover, so long as **you** have not made a claim under the **policy**.

## Privacy

**We** are committed to meeting **our** privacy obligations to **you** under the Privacy Act 1988 (Cth) ('the Act'). The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles (APPs) from 12 March 2014 and prior to 12 March 2014 in accordance with the National Privacy Principles ("NPP").

**You** agree that **we** may collect, use, disclose and hold **your** personal information as set out below.

### Collection

**We** collect information which is reasonably necessary to provide **our** services for underwriting and administering **your** insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest **you**. Collection will only take place by lawful and fair means.

**We** collect information regarding **you**, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided.

**We** collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in person from **you** or another person or persons.

If **we** collect information pursuant to a law, regulation, or court order then **we** will advise **you** of the law or the court order applicable.

If **you** fail to provide **us** with personal information then this insurance may not meet **your** needs.

At the time of collection or as soon as practicable thereafter **we** will notify **you** or make sure **you** are aware of **our** identity, contact details, the purposes for which **we** collect the information, the consequences of not providing the information, how **you** can access and correct the information, that **we** will disclose the information overseas and the countries **we** will so disclose to.

### Use and disclosure

**We** may disclose **your** personal information to companies in the Insurance Australia Group (IAG), **our** agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessor and adjusters, financial or investigative service providers, internal dispute resolution officers and dispute resolution providers such as the Australian Financial Complaints Authority.

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**We** use and disclose **your** personal information for the purposes of providing insurance, administration of **your Policy**, claims handling and dispute resolution.

**We** may also use or disclose **your** personal information for a secondary purpose and **you** agree that **we** may so use it.

### Indirect collection

When **you** provide information about other individuals **you** must make them aware of the disclosure and the use to which their personal information will be put.

**We** will only collect personal information about an individual from that individual, unless it is unreasonable or impractical to do so.

### Overseas recipients

If **your** personal information is collected by or supplied to an organisation outside of Australia **We** will ensure it will be held, used or disclosed only in accordance with the Act. **We** collect and provide **your** personal information to a call centre in South Africa, information technology centres in India and a customer survey service in New Zealand. The countries to which information may be disclosed may vary from time to time. **We** provide **You** with notification of these changes by means of **Our** online privacy policy which **You** can access at [www.lsvinsurance.com.au](http://www.lsvinsurance.com.au).

### Marketing

**We** also collect **your** information so that **we** and **our** related companies and business alliance partners can offer **you** services and products that **we** believe may be of interest to **you**. **You** agree that **we** may so use **your** personal information. However, **you** can opt out of receiving such communications by contacting us.

### Access and correction

**You** can seek access to **your** personal information by contacting **us**. **You** can require **us** to correct the personal information if it is inaccurate, incomplete or out of date. **We** will respond to any such request within a reasonable time. **We** will provide **you** with access within a reasonable time in the manner requested, unless **we** are entitled to refuse to provide access. If **we** decline to provide **you** with access **we** will provide **you** with the reasons for **our** refusal and how **you** may access **our** internal dispute resolution (IDR) process. If **we** correct information **we** will inform you. If **we** refuse to amend information **we** will provide **you** with **our** reasons for the refusal and details of how to access **our** IDR process.

### Data quality and security

**We** will take such steps as are reasonable in the circumstances to ensure the personal information **we** collect is accurate, up to date, complete and protected from unauthorised access, misuse, modification, interference or loss.

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## Privacy policy

If **you** would like more details about **our** privacy policy, would like to seek access to or correct **your** personal information, or opt out of receiving materials **we** send, please contact **us** on 133 578. **You** can also view a copy of **our** privacy policy on **our** website at [www.lsvinsurance.com.au](http://www.lsvinsurance.com.au).

## Complaints

**Our** privacy policy provides information about how **you** can complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how **We** will deal with **your** complaint.

## Answering our questions

When answering **our** questions, **you** must answer for yourself and for any other person who will be insured under this **policy**. **You** must tell **us** about everyone who will drive **your** car on a regular basis. **You** must also give **us** complete and accurate information to allow **us** to decide whether to insure **you** and the terms on which **we** will insure **you**. If **you** do not do so, **we** may be entitled to reduce or deny any claim that **you** make, or even to cancel **your** policy.

The course of action **we** take when **you** fail to give **us** complete and accurate information will be considered in each circumstance based on what impact or effect **your** failure to comply caused or contributed to the claim or **our** decision to issue **your** Policy.

## Applying for cover

When **you** apply for this insurance, **you** will need to complete an application. **We** will use and rely on the information supplied by **you** to decide the terms of cover **we** will provide. **We** provide cover to **you** on the terms contained in this document and the schedule that **we** issue to you.

The schedule will contain important information relevant to **your** insurance including the **period of insurance**, **your** premium, details of **your** insured vehicle, the excesses that will apply to **you** and others and whether any standard terms have been varied by way of endorsement.

All of these documents make up **your** Policy with us. **You** need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items **you** insure.

Before expiry **we** will send **you** a renewal notice which tells **you** whether **we** will renew and on what terms. The renewal notice will tell **you** what is required. **Your** claims history is a factor in deciding whether or not **we** offer **you** renewal and on what terms.

## Making a claim

Section Six tells **you** what **you** need to do. Before **we** pay any claim, **we** require evidence as to the extent of loss or damage and ownership. Please ensure that where possible, **you** keep any photographs, other documentation, or damaged property in respect of loss or damage to make the process as easy as possible.

## Services provided by Lumley Special Vehicles and our General Advice Warning

**We** are an Australian Financial Services Licensee (No. 227681) and are authorised under **our** licence to deal in and provide general advice on this insurance.

Any advice **we** or **our** representatives provide is general only and does not take into account **your** personal objectives, financial situation or needs. Because of this **you** should, before acting on the advice, decide if it is right for **you** and consider the information contained in this document carefully.

**Our** employees are paid an annual salary and possibly bonuses on achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to **you** unless they tell **you** otherwise.

## Cover options

The two levels of cover to choose from are as follows:

| OPTION                       | DESCRIPTION OF COVER  |
|------------------------------|---|
| <b>Comprehensive</b>         | <ul style="list-style-type: none"><li>• Loss or damage to <b>your vehicle</b>.</li><li>• <b>Your</b> legal liability to other people.</li></ul> |
| <b>Third Party liability</b> | <ul style="list-style-type: none"><li>• <b>Your</b> legal liability to other people.</li></ul>  |

## How to pay your premium

If **you** pay **your** premium in instalments, the total premium is higher than if **you** pay one annual premium.

When **you** take out insurance, **you** need to pay **your** annual premium or any instalments by the due date specified on **your schedule**. An instalment is unpaid if it cannot be deducted from **your** nominated account or credit card. If **your** premium is overdue, **we** will send **you** a notice outlining the overdue amount and when it needs to be paid.

If **your** premium remains unpaid after the time period specified in the notice **we** send, **we** will:

- cancel **your Policy** for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

If **you** pay by instalment, **we** will send **you** a second notice either before cancellation informing **you** of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If **you** need to make a claim when **your Policy** is overdue, and before **your Policy** has been cancelled for non-payment, **we** will require **you** to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows, **we** can reduce the settlement payment by the overdue amount.

## Benefits

In view of the range of vehicles that **we** will insure, the benefits available under this **Policy** vary and have limitations according to the cover type, **your vehicle** type and **your vehicle** use. Please read this **Policy** carefully. Some of the key benefits are:

### Applicable to Comprehensive cover only

#### Following an insured event:

- Emergency repairs following an **accident**;
- New **vehicle** replacement following **total loss**;
- **Rental car costs** following theft;
- **Accidental** damage to personal effects;
- Emergency accommodation;
- Completion of journey costs;
- Theft of keys and re-coding costs;
- Choice of licensed repairer;
- Agreed Value **sum insured**;
- Theft or damage to a trailer;
- Off-road cover for Four Wheel Drives;
- Choice of licensed repairer;
- Reasonable towing costs following an insured event; and
- First option to purchase the salvage following **your vehicle** being declared a **total loss**.

### Applicable to all covers, subject to vehicle use

- Using a substitute vehicle;
- Cleaning up costs after an **accident**; and
- Maritime law liability during sea transportation.

## Optional extras and Policy variations

- Where **Comprehensive** cover is chosen, the following optional extras may be available at extra cost:
- Salvage rights if **your vehicle** is a **total loss**;
- Penalty-free windscreen and side/rear window glass cover;
- **Rental car costs** following an **accident**;
- **Driver** restrictions for a reduced **premium**;
- Spare parts cover;
- Cover for **your mobile phone** and/or **GPS unit**; and
- Finance loss protection.

## What is not covered

This **Policy** does not cover all eventualities. What is not covered can vary according to the type of cover **you** have selected. What is covered and what is not covered are detailed in this **Policy**. It is important that **you** read this document to ensure that **you** are fully aware of the **policy** coverage. Some of the main exclusions of cover are:

- when **your vehicle** is left unattended and stolen and a required **immobiliser** or **security device** is non-operational;
- if **your vehicle** is **regularly parked** on a **street** overnight in the vicinity of where **your vehicle** is usually kept;
- if a required immobiliser or security device has not been fitted or properly maintained and **your vehicle** is stolen, and the lack of fitting or maintenance caused or contributed to the loss;
- if **your vehicle** is being used or driven by a person who is not authorised by **us** to use or drive **your vehicle**;
- if **you** have limited car club use or similar registration and **you** do not use **your vehicle** in accordance with the registration permit and/or requirements;
- if **your vehicle** is being driven by someone affected by drugs or alcohol;
- if **you** have not told **us** of all **driver** details including driving history of persons to be covered under this **Policy**; and
- **we** also may cancel **your Policy** in certain circumstances permitted by law.

Before applying any of these exclusions **we** will consider whether or not the relevant exclusion caused or contributed to **your** loss.

If **you** do not adequately insure yourself, **you** may have to bear the uninsured proportion of any loss or liability yourself. For example, if the insurance does not cover the full replacement cost of an insured item, in the event of a **total loss**, **you** would have to bear any shortfall.

**We** only cover **your** interest in the insured **vehicle** unless **we** specifically include cover for the interest of a third party.

**We** may also refuse to pay or reduce the amount **we** pay under a claim in certain circumstances. In particular:

- if **you** do not comply with the terms and conditions of this insurance;
- if **you** make a fraudulent claim.

**We** will consider the individual circumstances that have led to **your** loss and consider if any of the terms and conditions apply, and if they do it may mean **we** will reduce **your** claim or reject **your** claim.

**We** also may cancel **your Policy** in certain circumstances permitted by law, for example, if **you** fail to comply with a condition.

## Significant risks

It is very important that **you** disclose full details of the **vehicle** to be insured and any of its **drivers**. If **you** have not disclosed something, **you** may have to pay an increased **premium** or **excess** or **we** may be entitled to refuse to pay a claim. It can also have consequences on **your** future cover. For the same reasons, it is also important that **you** comply with the terms and conditions of this **Policy**.

## Your vehicle's value

**You** can choose to cover **your vehicle** for an agreed amount. **We** will pay **you** up to this amount if **you** suffer a covered loss.

**You** need to make sure that **you** are happy with the extent of cover provided by this **Policy**. If not, **you** may not get the cover **you** require.

**We** only provide cover up to the amounts and limits specified in **your Policy** and subject to its other terms, conditions and exclusions. All amounts insured include **GST**.

Refer to each Cover Section for details on how **we** settle any valid claim.

## Excesses

An **excess** may apply when **you** make a claim. An **excess** is the part of a claim **you** must contribute for each occurrence covered by this **Policy**. An occurrence is one or a series of events arising out of one cause.

If an **excess** applies when **you** make a claim **we** will:

- deduct the **excess** from any claim payment, or
- request **you** pay the **excess** to **us** or, to the repairer or supplier.

If **we** request **you** pay the **excess**, **we** will tell **you** who to pay and may require payment as part of the finalisation of **your** claim.

The type and amount of **excess** is shown in this document and the **schedule**. The **excess** can depend on a number of factors associated with the risk including the type and value of the **vehicle**, the age and experience of the **driver**, and the particular accessories attached to the **vehicle**. In most cases the standard **excess** will be between \$200 and \$1,000.

**You** can elect to increase **your excess** and **we** will reduce the **premium we** charge.

In some cases, **we** will waive the requirement for **you** to pay an **excess**. This applies if **you** have an **accident** which damages or destroys the vehicle and **we** are satisfied that the **accident** was the fault of another party. To qualify for this **you** will need to give **us** the vehicle details along with the name and address of the owner and driver, or party responsible.

To determine that **you** or **your** driver was not at fault for the collision **we** may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

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## Cost of this insurance

The insurance provided is subject to **your** payment or agreement to pay the **premium we** require by the agreed time. In order to calculate **your premium, we** take various factors into consideration, including:

- the type of **your vehicle**;
- the value of **your vehicle**;
- how frequently **your vehicle** is used;
- the type of cover requested;
- where **you** live;
- **your** age;
- **your** driving history;
- **your** insurance and claims history; and
- any **Policy** variations **you** chose.

**Your premium** also includes amounts that take into account **our** actual or estimated obligation to pay compulsory government charges, taxes or levies (for example, Stamp Duty, **GST** and any Fire Services Levy where applicable) in relation to **your Policy**. **We** will tell **you** when **you** apply what **premium** is payable, when it needs to be paid and how it can be paid.

When **you** apply for this insurance, **you** will be advised of the total amount payable. If **you** choose to effect cover, the amounts due will be clearly set out in **your schedule**.

**Your premium**, including any discounts **you** may be eligible for, are subject to minimum premiums. **We** consider the minimum amount **we** are prepared to sell the **Policy** for and may adjust **your premium** to ensure it does not fall below the minimum amount. Any discounts will be applied to **your Policy**, only to the extent any minimum premium is not reached. This means that any discount **you** may be eligible for may be reduced. When **we** determine **your premium** on renewal, **we** may also limit any increases or decreases in **your premium** by considering factors such as **your** previous year's **premium** amount.

Other costs associated with **your Policy** are listed in the table below:

| TYPE OF COST   | DETAILS  |
|--|--|
| <b>Excess</b>  | The amount <b>you</b> may have to pay if <b>you</b> make a claim. If <b>you</b> must pay an <b>excess</b> , the amount will be shown on <b>your schedule</b> plus additional <b>excesses</b> as detailed in Section Six.   |
| Contribution/depreciation  | <b>You</b> might have to contribute to the cost of repairing items such as tyres, engines, accessories, paintwork, bodywork, batteries or interiors affected by wear and tear or rust and corrosion. How much <b>you</b> pay depends on <b>our</b> assessment of how worn these items were when the damage occurred. <b>We</b> will seek <b>your</b> agreement to those repairs.   |
| Refund of claims cost and/or payments already made to <b>you</b> .   | If <b>you</b> withdraw <b>your</b> claim or <b>we</b> refuse to accept it, <b>you</b> might have to refund to <b>us</b> any payments <b>we</b> have already made to <b>you</b> , including payments made for <b>rental car costs</b> .   |
| Cancellation fee:<br>If <b>you</b> cancel <b>your Policy</b> within the <b>period of insurance</b> , <b>we</b> may charge a fee. <b>We</b> will not charge a fee if: <ul style="list-style-type: none"> <li>• <b>you</b> are transferring cover to another Policy with us;</li> <li>• <b>you</b> still have another current Policy with us;</li> <li>• <b>you</b> cancel within the cooling off period; and</li> <li>• <b>we</b> cancel the cover for any reason, except after a <b>total loss</b> claim.</li> </ul> | Cancellation premium refunds are calculated pro-rata, based on the number of days left in <b>your period of insurance</b> .<br><b>We</b> will also refund any <b>GST</b> and Government charges owing to you.<br><b>We</b> may also charge <b>you</b> a cancellation fee. If <b>we</b> do, the fee is deducted from any refund <b>we</b> send to <b>you</b> before applying <b>GST</b> and Government charges.<br>A cancellation fee will not be more than \$20 or 10% of the refund amount, whichever is the greater.<br>If the refund is less than the fee, a refund will not be issued. |
| Cancellation after <b>total loss</b> .   | If <b>your vehicle</b> is a <b>total loss</b> and <b>we</b> pay <b>you</b> the <b>sum insured</b> , <b>you</b> are not entitled to any refund in premium. <b>We</b> will also be entitled to any return of unexpired vehicle registration or compulsory third party insurance where permitted by law.  |

| TYPE OF COST   | DETAILS  |
|--|--|
| Additional premium due to a claim in previous <b>period of insurance</b> . | If <b>you</b> notify <b>us</b> of a claim that happened in an earlier <b>period of insurance</b> but after <b>we</b> have calculated <b>your</b> renewal premium and after <b>your Policy</b> has been renewed, <b>you</b> must pay <b>us</b> any additional premium <b>we</b> require based on <b>your</b> revised claims history. The additional premium will not exceed the amount <b>we</b> would have requested had <b>you</b> notified <b>us</b> of <b>your</b> claim earlier. |

### Confirming transactions

**You** may contact **us** in writing or by phone to confirm any transaction under **your** insurance if **you**, a joint **Policy** holder, do not have the required **Policy** confirmation details.

### Compensation Arrangements

The Corporations Act 2001 (Cth) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. **We** are exempt from this requirement because **we** are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the Insurance Act 1973 (Cth).

### Financial Claims Scheme

**You** may be entitled to payment under the Financial Claims Scheme in the event that Insurance Australia Limited trading as Lumley Special Vehicles becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>.

## Complaints procedure

**We** will always do **our** best to provide **you** the highest level of service but if **you** are not happy or have a complaint or dispute, here is what **you** can do.

If **you** experience a problem or are not satisfied with **our** products, **our** services or a decision **we** have made, let **us** know so **we** can help.

Call **us** on 133 578 or go to **our** website for more information:

[lsvcarinsurance.com.au](http://lsvcarinsurance.com.au)

**We** will try to resolve complaints at first contact or shortly thereafter.

If **we** are not able to resolve **your** complaint when **you** contact **us** or **you** would prefer not to contact the people who provided **your** initial service, **our** Customer Relations team can assist:

Free Call: 1800 045 517

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Customer Relations will contact **you** if they require additional information or have reached a decision. Customer Relations will advise **you** of the progress of **your** complaint and the timeframe for a decision in relation to **your** complaint.

**We** expect **our** procedures will deal fairly and promptly with **your** complaint. If **you** are unhappy with the decision made by Customer Relations **you** may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist **you**:

Free Call: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

Visit: [www.afca.org.au](http://www.afca.org.au)

Further information about **our** complaint and dispute resolution process is available by contacting **us**.

**You** can call **us** on 133 578, or Email: [contactus@lumley.com.au](mailto:contactus@lumley.com.au)

## Updating our Product Disclosure Statement (PDS)

**We** may need to update this PDS from time to time if certain changes occur where required and permitted by law. **We** will issue **you** with a new PDS or a supplementary PDS to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **we** may issue **you** with notice of this information in other forms or keep an internal record of such changes. **You** can get a paper copy free of charge by contacting us.

## Policy Cover

### The Agreement

In return for **your** payment of the **premium** or **your** agreement to pay it to **us** within the time **we** require, **we** agree to insure **you** based on the cover that is shown in **your schedule** for a covered event occurring within Australia, during the **period of insurance**, subject to the terms, conditions and exclusions of **your Policy**.

The cover provided varies depending on which option is specified as applicable in **your schedule**:

- **Comprehensive** cover;
- **Third party liability** cover.

This cover only applies to the authorised **drivers** of **your vehicle**, as specified in the **schedule**, except while **your vehicle** is:

- in the custody of any garage proprietor, member of the motor trade, or motor engineer, for overhaul, upkeep or repair;
- in the control of a parking station or professional car wash employee or in the control of a professional 'get **you** home' chauffeur service.
- being used in an extreme medical emergency where human life is at risk, in which case the onus of proof will be on **you** to substantiate the necessity for **your vehicle** to be driven by such a person to **our** satisfaction;

In addition, the scope of cover regarding the use of **your vehicle** is limited, and depends on which of the following is specified in **your schedule**:

- **daily commute;**
- **daily non-commute;**
- **business;**
- **recreation;**
- **limited recreation;**
- **restoration/storage;**
- **stable/collection;**
- **club plates.**

## Section One - Own loss or damage (Cover for your vehicle)

| WHAT IS COVERED   | WHAT IS NOT COVERED   |
|---|---|
| <p><b>Loss or damage to your vehicle</b><br/><b>We</b> will indemnify <b>you</b> against <b>accidental</b> loss or damage to <b>your vehicle</b>.<br/><b>We</b> will pay, at <b>our</b> option:</p> <ul style="list-style-type: none"><li>• to repair <b>your vehicle</b>;</li><li>• the reasonable cost of repairing <b>your vehicle</b>; or</li><li>• the <b>sum insured</b>.</li></ul> | <p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"><li>• depreciation, wear and tear, rust or corrosion;</li><li>• damage to the tyres on <b>your vehicle</b> caused by the application of brakes or by road punctures, cuts or bursts;</li><li>• loss suffered as a result of lawful seizure, repossession or other operations of law;</li><li>• theft of or from <b>your vehicle</b> after an <b>accident</b> or breakdown if reasonable steps to protect or safeguard <b>your vehicle</b> had not been taken;</li><li>• loss or damage if <b>your vehicle</b> is being <b>regularly parked</b> on the <b>street</b> overnight.</li></ul> |
| <p><b>Total loss of your vehicle</b><br/>If <b>your vehicle</b> is:</p> <ul style="list-style-type: none"><li>• stolen and not recovered; or</li><li>• damaged so that it cannot be economically repaired;</li></ul> <p><b>we</b> will pay, at <b>our</b> option:</p> <ul style="list-style-type: none"><li>• the <b>sum insured</b>; or</li><li>• replace <b>your vehicle</b>.</li></ul> |   |

## Section One - Additional benefits

If **we** agree to pay a claim under Section One, and **you** have chosen **Comprehensive** cover, the following additional benefits apply:

| WHAT IS COVERED   | WHAT IS NOT COVERED   |
|---|---|
| <p><b>Emergency repairs</b><br/>If <b>your vehicle</b> is damaged <b>we</b> will allow <b>you</b> to authorise, and then <b>we</b> will reimburse <b>you</b>, for the cost of temporary and/or minor yet essential repairs which are necessary to enable <b>you</b> to drive <b>your vehicle</b> after an <b>accident</b>.</p>  | <p><b>We</b> will not pay more than \$750 under this benefit.</p>   |
| <p><b>New vehicle replacement following total loss</b><br/>If <b>you</b> purchased <b>your vehicle</b> new and it becomes a <b>total loss</b> <b>we</b> will replace <b>your vehicle</b> with another new vehicle of the same type, make, model, series and specifications including similar accessories.<br/><br/>If <b>we</b> replace <b>your vehicle</b>, this <b>Policy</b> will continue to cover <b>your</b> new replacement <b>vehicle</b> until the end of the <b>period of insurance</b>.<br/><br/><b>We</b> will not require <b>you</b> to pay any additional <b>premium</b> for this cover.<br/><br/><b>We</b> will also pay for the on-road costs, including 12 months registration and compulsory third party insurance, of the new <b>vehicle</b> provided <b>you</b> pay <b>us</b> any refund amount obtained by cancelling the registration and compulsory third party insurance of <b>your total loss vehicle</b>.</p> | <p><b>We</b> will not replace <b>your vehicle</b> under this benefit if:</p> <ul style="list-style-type: none"> <li>• at the time of loss, the starting date of the original registration for <b>your vehicle</b> was more than 12 months ago;</li> <li>• <b>you</b> did not purchase <b>your vehicle</b> brand new;</li> <li>• <b>you</b> did not insure <b>your vehicle</b> with <b>us</b> from the date of its original purchase;</li> <li>• anyone who has provided finance for <b>your vehicle</b> does not agree;</li> <li>• a replacement vehicle is not locally available.</li> </ul> |

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| <p><b>Rental car following theft</b></p> <p>If <b>your vehicle</b> is insured for <b>private</b> or <b>business</b> use and is stolen and <b>you</b> need to rent a replacement, <b>we</b> will pay for the <b>rental car costs</b> up to the earlier of following times:</p> <ul style="list-style-type: none"> <li>• when <b>your vehicle</b> is recovered in a roadworthy condition and <b>you</b> have been told of its location;</li> <li>• when <b>your vehicle</b> is recovered damaged and the damage is repaired;</li> <li>• when <b>we</b> settle <b>your</b> claim by paying <b>you</b> the <b>sum insured</b>;</li> <li>• a maximum of 14 days.</li> </ul> | <p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• if <b>your vehicle</b> use is <b>recreation, restoration/storage</b> or <b>stable/collection</b>;</li> <li>• more than \$1,400 under this benefit.</li> </ul>   |
| <p><b>Personal effects</b></p> <p><b>We</b> will pay for <b>accidental</b> damage to personal effects.</p>   | <p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• for theft of personal effects;</li> <li>• for personal effects not belonging to <b>you</b> or a member of <b>your</b> family;</li> <li>• unless such damage is caused by event that results in a claim for damage to <b>your vehicle</b>;</li> <li>• for money or negotiable instruments;</li> <li>• more than \$500 under this benefit.</li> </ul> |
| <p><b>Trailer cover</b></p> <p>If a trailer is stolen or <b>accidentally</b> damaged whilst attached to <b>your vehicle</b>, <b>we</b> will pay up to \$1,000 in total for the cost of repairs to <b>your</b> trailer.</p>   | <p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• if the trailer is not owned by <b>you</b>;</li> <li>• more than \$1,000 under this benefit.</li> </ul>  |
| <p><b>Emergency accommodation and completion of journey costs</b></p> <p>If <b>your vehicle</b> is damaged or stolen <b>we</b> will pay incurred accommodation and travel expenses.</p>  | <p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• if <b>you</b> are less than 200 kilometres from where <b>your vehicle</b> is regularly kept;</li> <li>• more than \$1,000 for any one event.</li> </ul>   |

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| <p><b>Theft of keys and re-coding</b></p> <p>If the keys to <b>your vehicle</b> are stolen <b>we</b> will pay for the repair, replacement or re-coding of <b>your vehicle</b> keys, locks and barrels.</p>  | <p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• unless the theft of <b>your</b> keys has been reported to the Police within a reasonable time;</li> <li>• if the keys were stolen or taken by a member of <b>your</b> family, a person who resides with <b>you</b>, an invitee, or a person otherwise known to <b>you</b>;</li> <li>• more than \$1,500 under this benefit.</li> </ul> |
| <p><b>Replacement of vehicle</b></p> <p>If <b>you</b> sell <b>your vehicle</b> and replace it with another, <b>we</b> will cover the replacement vehicle on <b>our</b> standard terms from the date of purchase, provided <b>you</b> notify <b>us</b> within 14 days of the change. <b>We</b> will continue to insure <b>your</b> replacement vehicle if:</p> <ul style="list-style-type: none"> <li>• <b>you</b> give <b>us</b> full details about the replacement vehicle;</li> <li>• <b>we</b> agree to insure it;</li> <li>• <b>you</b> agree to any revised conditions, including any change of <b>excess</b>; and</li> <li>• <b>you</b> pay <b>us</b> any extra <b>premium</b> that <b>we</b> may require.</li> </ul> | <p>The <b>sum insured</b> of the replacement vehicle will not exceed:</p> <ul style="list-style-type: none"> <li>• its <b>market value</b>;</li> <li>• the current <b>sum insured</b> on <b>your schedule</b>;</li> <li>• the purchase price of the replacement <b>vehicle</b>; or</li> <li>• \$250,000,</li> </ul> <p>whichever is the lesser.</p>  |

| WHAT IS COVERED  | WHAT IS NOT COVERED  |
|--|--|
| <p><b>Choice of repairer</b></p> <p>If <b>we</b> elect to repair <b>your vehicle</b>, <b>you</b> may choose <b>your</b> own licensed repairer. <b>We</b> reserve the right to determine the method of repair and it will be <b>our</b> duty to ensure that the repairs are carried out in a satisfactory manner and that <b>your vehicle</b> is repaired with parts that are new or consistent with the age and condition of <b>your vehicle</b>.</p> <p>If any of these parts are not readily available in Australia, <b>we</b> will pay shipping rates for their freight costs to Australia.</p> | <p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>• repairs not authorised by us;</li> <li>• airfreight for parts not available in Australia.</li> </ul> <p>If the repairs to <b>your vehicle</b> put it in a better condition than it was prior to the loss, <b>we</b> may also require <b>you</b> to contribute to the cost of the repairs. However, <b>we</b> will not proceed with these repairs until <b>we</b> have discussed this with <b>you</b> and sought <b>your</b> agreement.</p> |
| <p><b>Lifetime guarantee on repairs</b></p> <p><b>We</b> will guarantee the workmanship and materials on all repairs authorised by <b>us</b> for the life of the <b>vehicle</b>.</p>   | <p><b>We</b> will not guarantee:</p> <ul style="list-style-type: none"> <li>• repairs not authorised by us;</li> <li>• repairs once <b>you</b> sell, give away, dispose of, or are no longer the registered owner of, <b>your vehicle</b>.</li> </ul>  |
| <p><b>Towing and storage</b></p> <p><b>We</b> will pay the reasonable cost of protection and removal of <b>your vehicle</b>, following an insured event, to the nearest repairer, place of safety or to any other place approved by <b>us</b>.</p>   | <p>Should the cost of returning <b>your vehicle</b> plus the necessary repairs exceed <b>sum insured</b>, <b>we</b> reserve the right to treat <b>your vehicle</b> as a <b>total loss</b>.</p>   |
| <p><b>Salvage purchase</b></p> <p>If <b>we</b> pay <b>you</b> because <b>your vehicle</b> becomes a <b>total loss</b>, and <b>you</b> are not entitled to salvage rights, <b>you</b> may choose to purchase the salvage of <b>your vehicle</b> at a fair and reasonable price set by us.</p>   |  |

### Conditions that apply to all benefits under Section One:

**We** will only cover **you** if **you** comply with the General Conditions (Section Five) as far as they apply to **you** and **you** are not excluded from cover by virtue of the General Exclusions (Section Four). Other terms, conditions and exclusions may specifically apply to **your Policy** and **we** will tell **you** if they do.

## Section Two - Third party liability

### (Cover for your legal responsibility to others)

Under this section, **we** will pay a maximum amount of \$30,000,000 (thirty million dollars) arising out of any one incident or series of incidents arising out of the one event.

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| <p><b>We</b> will pay for amounts <b>you</b> are legally liable to pay as compensation for loss or damage to someone else's property as a result of an <b>accident</b> caused by or arising out of the use of:</p> <ul style="list-style-type: none"> <li>• <b>your vehicle</b>;</li> <li>• one caravan or one trailer (only) towed by <b>your vehicle</b>;</li> <li>• a sidecar attached to <b>your vehicle</b>, but only if <b>your vehicle</b> is a motorcycle.</li> </ul> <p>In relation to the use of <b>your vehicle</b>, <b>we</b> will also cover:</p> <ul style="list-style-type: none"> <li>• any person driving, using or in charge of <b>your vehicle</b> with <b>your</b> consent;</li> <li>• <b>your</b> employer, principal or partner but only if their liability arises out of the use by <b>you</b> of <b>your vehicle</b>;</li> <li>• the Commonwealth and State Governments but only if their liability arises out of the use by <b>you</b> of <b>your vehicle</b> on Government business.</li> </ul> | <p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>• damage to property belonging to, or in the physical or legal control of:               <ul style="list-style-type: none"> <li>- <b>you</b> or any person using <b>your vehicle</b> and/or any attached trailer, caravan or sidecar;</li> <li>- a passenger travelling in, or who is getting into or out of <b>your vehicle</b>;</li> <li>- <b>your</b> employer, principal or partner;</li> <li>- a person entitled to cover under this section;</li> </ul> </li> <li>• legal liability claims:               <ul style="list-style-type: none"> <li>- by <b>you</b> or any member of <b>your</b> family, or a person entitled to cover under this section;</li> <li>- where there is insurance required by law that provides cover for the liability;</li> <li>- relating to a person whom <b>we</b> have not permitted to use or drive <b>your vehicle</b>;</li> </ul> </li> <li>• claims where, in the 5 years before the occurrence of any <b>accident</b>, the driver has:               <ul style="list-style-type: none"> <li>- been refused motor <b>vehicle</b> insurance or has it withdrawn, cancelled or its renewal declined or refused; or</li> <li>- had their <b>driver</b> or motorcycle rider licence cancelled, suspended, downgraded, lapsed or any special conditions imposed; unless <b>we</b> were made aware of these circumstances and agreed to insure such driver;</li> </ul> </li> <li>• claims arising from any agreement or contract <b>you</b>, or a covered person, entered into unless <b>you</b> or they would have been liable despite the agreement or contract;</li> <li>• penalties, fines or awards of aggravated, exemplary or punitive damages made.</li> </ul> |

| WHAT IS COVERED   | WHAT IS NOT COVERED   |
|---|---|
| <p><b>Legal costs</b><br/>           Provided <b>we</b> agree in writing, <b>we</b> will also pay all legal costs and expenses incurred in defending any court proceedings arising from an event for which cover is provided.</p>   | <p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>• legal costs relating to any criminal or traffic proceedings;</li> <li>• legal costs incurred without <b>our</b> written consent.</li> </ul>   |
| <p><b>Substitute vehicle</b><br/>           If <b>your vehicle</b> is not being used by <b>you</b> because it is undergoing service or repair, <b>we</b> will extend cover under this section to include <b>you</b> driving (with the owner's consent) a substitute vehicle not belonging to <b>you</b>.</p>                  | <p><b>We</b> will not pay if the substitute vehicle is:</p> <ul style="list-style-type: none"> <li>• subject to a self-drive hire or rental agreement;</li> <li>• unregistered or not designed and used for private use;</li> <li>• otherwise insured.</li> </ul> |
| <p><b>Cleaning up costs</b><br/> <b>We</b> will cover <b>you</b> for costs, charges and expenses necessarily and reasonably incurred to clean up and remove any debris as a result of an <b>accident</b> involving <b>your vehicle</b>.</p>   |   |
| <p><b>Maritime law liability</b><br/> <b>We</b> will pay <b>your</b> liability for general average and salvage charges, where such Maritime Law applies whilst <b>your vehicle</b> is being transported by sea between places within Australia even in the event of there being no loss or damage to <b>your vehicle</b>.</p> |   |

### Conditions that apply to Section Two:

**We** will only cover **you** if **you** comply with the General Conditions (Section Five) as far as they apply to **you** and **you** are not excluded from cover by virtue of the General Exclusions (Section Four). Other terms, conditions and exclusions may specifically apply to **your Policy** and **we** will tell **you** if they do.

## Section Three - Policy variations (Personalise your Policy)

Some of these variations will give **you** additional cover, and some will restrict **your** cover. **Your schedule** will show if any apply.

The following variations are for **Comprehensive** cover only:

| WHAT IS COVERED   | WHAT IS NOT COVERED   |
|---|---|
| <p><b>Salvage rights</b><br/>If <b>your vehicle</b> is 25 years old or more and <b>we</b> declare it a <b>total loss you</b> may keep the salvage of <b>your vehicle</b> at no cost to <b>you</b>.</p>  | <p><b>We</b> will not give <b>you</b> salvage rights if:</p> <ul style="list-style-type: none"> <li>• <b>your vehicle</b> is stolen and <b>we</b> pay <b>you</b> for a <b>total loss</b>;</li> </ul>  |
| <p><b>Windscreen and window glass cover</b><br/>If the front windscreen or side or rear window glass in <b>your vehicle</b> is <b>accidentally</b> broken, and is the only damage sustained to <b>your vehicle</b>, <b>we</b> will pay to have it replaced and will not apply an <b>excess</b>.</p>   | <p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• unless the fracture extends through the entire thickness of the glass or, if the glass is laminated, the fracture extends through all layers of the lamination;</li> <li>• for more than one windscreen or window broken in any one <b>period of insurance</b>;</li> <li>• more than \$1000 under this benefit.</li> </ul>  |
| <p><b>Rental car following an accident</b><br/>If <b>your vehicle</b> is insured for <b>private</b> or <b>business</b> use and is damaged in an <b>accident</b> and <b>you</b> need to rent a replacement, <b>we</b> will pay for <b>rental car costs</b>.<br/>If <b>your vehicle</b> is repairable, this benefit will start from:</p> <ul style="list-style-type: none"> <li>• when repairs to <b>your vehicle</b> are authorised by <b>us</b>; or</li> <li>• when <b>your vehicle</b> is made available for repairs to begin; or</li> <li>• <b>your</b> chosen repairer is able to commence fixing <b>your vehicle</b>;</li> </ul> <p>whichever is the latest date.</p> <p>If <b>your vehicle</b> is not repairable, this benefit will start from the date <b>we</b> declare <b>your vehicle</b> to be a <b>total loss</b>.</p> | <p>This benefit will finish:</p> <ul style="list-style-type: none"> <li>• after a maximum of 14 days rental;</li> <li>• when the repairs to <b>your vehicle</b> are completed;</li> <li>• when <b>we</b> pay <b>you</b> the <b>sum insured</b>; or</li> <li>• when <b>we</b> otherwise settle <b>your</b> claim;</li> </ul> <p>whichever is the earliest date.</p> <p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>• if <b>your vehicle</b> use is <b>recreation, chauffeur hire, restoration/storage or stable/collection</b>;</li> <li>• more than \$1,400 under this benefit.</li> </ul> |

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| <p><b>Spare parts</b></p> <p>We will cover <b>you</b> for loss or damage arising from fire or theft of spare parts purchased for fitting to <b>your vehicle</b> whilst such parts are located at <b>your</b> premises, or elsewhere where <b>your vehicle</b> specified in the <b>schedule</b> is located, whilst undergoing restoration or repair work.</p>  | <p>We will not pay:</p> <ul style="list-style-type: none"> <li>• for theft unless consequent upon violent and forcible entry to the storage premises;</li> <li>• more than \$2,000 during any one <b>period of insurance</b>.</li> </ul>   |
| <p><b>Mobile phone and/or GPS unit</b></p> <p>If a <b>mobile phone</b> or <b>GPS unit</b> owned by <b>you</b> and listed on <b>your schedule</b> suffers loss or damaged as a result of:</p> <ul style="list-style-type: none"> <li>• an <b>accident</b> involving <b>your vehicle</b>;</li> <li>• fire (whether resulting from explosion or otherwise);</li> <li>• storm and/or tempest; or</li> <li>• theft;</li> </ul> <p>then <b>we</b> will pay, at <b>our</b> option:</p> <ul style="list-style-type: none"> <li>• the reasonable repair costs;</li> <li>• to replace the <b>mobile phone</b> or <b>GPS unit</b>;</li> <li>• the market value of the <b>mobile phone</b> or <b>GPS unit</b>.</li> </ul> <p>We will also extend this cover to include a <b>mobile phone</b> or <b>GPS unit</b> owned by the chauffeur provided it is being used in the course of <b>your</b> employment.</p> | <p>We will not pay for:</p> <ul style="list-style-type: none"> <li>• damaged caused by the <b>mobile phone</b> or <b>GPS unit's</b> own spontaneous fermentation or heating or its undergoing any process involving the application of heat;</li> <li>• damaged caused by storm or tempest where the <b>mobile phone</b> or <b>GPS unit</b> is left in open air;</li> <li>• loss caused by theft without violent and/or forcible entry, or where the <b>mobile phone</b> or <b>GPS unit</b> is in the open air;</li> <li>• theft or any attempted theft committed by <b>your</b> family or any person or persons whilst lawfully in custody of the <b>mobile phone</b> or <b>GPS unit</b>;</li> <li>• wear, tear, depreciation, any gradual operating cause, any process of cleaning, repairing or restoring or the action of light or atmospheric conditions, moth or vermin;</li> <li>• confiscation, detention or seizure by customs or other officials or authorities;</li> <li>• expropriation, i.e. lawful seizure, resumption, confiscation, nationalisation or requisition;</li> <li>• damage resulting from action of wind or waves whilst being conveyed on water, earthquake and or subterranean fire, lightning or volcanic eruption.</li> <li>• more than \$1,000 during any one <b>period of insurance</b>.</li> </ul> |

| WHAT IS COVERED   | WHAT IS NOT COVERED   |
|---|---|
| <p><b>Finance loss protection</b></p> <p>If the amount owed under a valid instalment, sale or leasing agreement, exceeds the <b>sum insured</b> at the time of a <b>total loss</b>, <b>we</b> will pay 75% of the difference between the <b>sum insured</b> and the amount owed by <b>you</b> to the financier.</p> | <p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>any payments or interest in arrears on the date <b>your vehicle</b> became a <b>total loss</b>;</li> <li>any monthly, interim or periodic payment which, on the date of a <b>total loss</b>, had not been made solely because such payment had not yet become due under the instalment, sale or leasing agreement.</li> </ul> |

The variations below can apply to all covers:

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| <p><b>Increased standard excess</b></p> <p><b>You</b> may choose to lower <b>your premium</b> and take a higher standard <b>excess</b>. <b>Your schedule</b> will show the higher standard <b>excess</b> agreed upon.</p>  | <p>Age, inexperience and any other additional or special <b>excesses</b> still apply.</p>   |
| <p><b>Named drivers only restriction</b></p> <p>When this variation applies, only the persons named in <b>your schedule</b> are allowed to drive or be in control of <b>your vehicle</b>.</p>  | <p><b>We</b> will not pay if, at the time of loss, an unnamed person is the <b>driver</b> or is in control of <b>your vehicle</b>, unless that person is an <b>excepted driver</b>.</p>   |
| <p><b>Driver age restriction</b></p> <p><b>Your Policy</b> as standard excludes any driver under the age of 25. However <b>your Policy</b> may be varied to exclude drivers under the age of 30 or 40. If this restriction applies, <b>your schedule</b> will show what age restriction applies.</p> | <p><b>We</b> will not pay if, at the time of loss, the person who is the <b>driver</b> or is in control of <b>your vehicle</b> is under the age of 30 or 40, whichever is applicable and as specified in <b>your schedule</b>, unless that person is an <b>excepted driver</b>.</p> |

### Conditions that apply to Section Three:

**We** will only cover **you** if **you** comply with the General Conditions (Section Five) as far as they apply to **you** and **you** are not excluded from cover by virtue of the General Exclusions (Section Four). Other terms, conditions and exclusions may specifically apply to **your Policy** and **we** will tell **you** if they do.

## Section Four - General exclusions (When we will not pay a claim)

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These important exclusions apply to all Sections of **your Policy**.

**We** will not pay for any loss, damage or liability arising directly or indirectly from:

### Unlicensed driver

**your vehicle** being driven by **you**, or by any person with **your** consent, who is not licensed to drive **your vehicle** under all relevant laws, by-laws and regulations, provided that the unlicensed driving caused or contributed to the loss, damage or liability.

### Driver under the influence

**your vehicle** being driven by any person:

- whose faculties are impaired by any drug, alcohol or intoxicating liquor;
- who is convicted of or charged with driving, at the time of the **accident**, under the influence of any drug, alcohol or intoxicating liquor;
- with a percentage of alcohol in his or her breath or blood in **excess** of the percentage permitted by law in the relevant State or Territory, as indicated by analysis of the person's breath or blood taken within 2 hours of the occurrence of the **accident**;
- who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by any law of a State or Territory.

However, **we** will pay if **you** can prove **you** did not know or could not reasonably have known that the **driver of your vehicle** was so affected or refused to undergo an appropriate test.

### Overloaded vehicle or unsecured load

**your vehicle** being used to carry a greater number of passengers or convey or tow a load in excess of that for which **your vehicle** was constructed, which is over the legal limits or not secured according to law.

**We** will pay if **you** prove the loss, damage or liability was not caused or contributed to by such greater number of passengers or load, or by the load being unsecured.

### Unlawful use

the use by **you**, or by some other person with **your** permission or implied consent, of **your vehicle** for an unlawful purpose, provided that the unlawful purpose caused or contributed to the loss, damage or liability.

### Unsafe vehicle

**your vehicle** being used in an unsafe or unroadworthy condition and such condition caused or contributed to the loss. This does not apply where **you** could not have reasonably detected the unsafe or unroadworthy condition.

### Motor trade

**your vehicle** being used in connection with the motor trade for experiments, tests or trials.

## Consignment

**your vehicle** being on consignment or in the possession of a person as part of the person's stock in trade.

## Hire, fare or reward

**your vehicle** being used to carry goods or passengers for hire, fare or reward other than:

- under a private pooling arrangement; or
- when the cover has been extended to include.

If **your** full-time employer pays **you** a travelling allowance, **we** will not regard that as hire, fare or reward.

## Motor sport and driver training

**your vehicle** being used by **you**, or someone with **your** permission:

- for or being tested in preparation for a race, pacemaking, trial, test, contest, track day or any kind of motor sport;
- when being driven on a race track or speedway track or course;
- when being driven on, or participating in, any section of a rally or similar event, or on any driver training or driver instruction day on a racetrack or speedway track or course, unless **you** have notified **us** of **your** intention to use **your vehicle** for this purpose, **we** have agreed to provide cover and **you** agree to pay **us** any additional **premium we** require.

## Deliberate, malicious or criminal act, or use

a deliberate, intentional, malicious or criminal act (including theft, conversion, abscondence or any other misappropriation) caused by or resulting from **you**, a person covered by this **Policy** or any person who is acting with **your** permission or implied consent.

## Rails

**your vehicle** being on rails other than as cargo.

## Outside period of insurance

any loss, damage or liability arising out of an **accident** or theft that did not occur during the **period of insurance** as stated in **your schedule**.

## Failure to disclose input tax credit

any **GST**, fine, penalty or charge for which **you** are liable arising out of **your** misrepresentation of, or failure to disclose, **your** actual input tax credit entitlement in the settlement of any claim or **premium** relating to **your Policy**.

## Limits on use

**your vehicle** being used:

- other than in accordance with the use as stated in the **schedule**;
- other than in accordance with the requirements for which **your vehicle** is registered or a permit to drive is granted;
- outside Australia, except during transportation by air or sea between places within Australia.

## Drivers not named or excluded by age

**your vehicle** being driven by or in the custody of any person:

- under the age of 25;
- older than 25, but under the age specified in **your schedule**, if **your Policy** restricts the age of drivers;
- who is not a named **driver**, if **your schedule** states that **your Policy** is restricted to named **drivers** only;

unless that person is an **excepted driver**.

## Unregistered vehicle

**your vehicle** being used on a public road without being registered for use on such road, unless **you** were permitted to drive **your vehicle** unregistered by the relevant transport authority.

## Undisclosed and illegal modifications

**your vehicle** if it has any:

- **modification** which **you** have not told **us** about; and **we** would not have agreed to cover **your vehicle** if the **modification** had been disclosed to **us**;
- **modification** which is not permitted by law in the State or Territory in which **your vehicle** is registered;
- **modification** which would prevent **your vehicle** from being legally registered in the State or Territory in which **you** reside, unless **your vehicle** is unregistered, **you** have provided full details of the **modification** to **us**, and **we** have agreed to cover **your vehicle**.

## Anti-theft systems

the theft or attempted theft of **your vehicle** when any **immobiliser**, or other anti-theft system or **security** fitted to **your vehicle**:

- is not maintained in efficient working order; or that
- is not made active whenever **your vehicle** is left unattended; unless:
  - **your vehicle** is in the care, custody or control of a service station, garage, hotel, restaurant or other commercial undertaking to whom it has been entrusted for the purposes of overhaul, upkeep, repair, parking or washing;
  - an injury the **driver** suffers in an **accident** in **your vehicle** prevents **you** from complying with activating **your immobiliser** or **security device** immediately thereafter.
- becomes inoperable for any reason or fails to operate in accordance with the manufacturers' specifications. However, **we** will pay if immediate arrangements are made to rectify or repair such **immobiliser**, system or **security device**.

Provided that this General Exclusion shall not apply if any of the above did not cause or contribute to the theft or attempted theft of **your vehicle**.

## Section Four - General exclusions (When we will not pay a claim) continued

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In addition, **we** do not cover:

### Asbestos

any loss or damage arising from, or any liability, cost or expense that arises or results from, or is in any way connected with, asbestos, whether directly or indirectly.

### Communicable disease

any loss, damage or liability directly caused by a **communicable disease** or the threat or perceived threat of any **communicable disease**.

### Nuclear

loss, damage or liability caused by or arising from any nuclear, radioactive, biological or chemical material or the use, handling or transportation of such material.

### War

any loss, damage or liability caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power.

### Act of terrorism

any loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- an **act of terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
- any action taken to control, prevent, suppress, retaliate against, or respond to an **act of terrorism**.

### Cyber

loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:

- errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system; or
- any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event **we** cover **you** for under this **Policy** except if caused by vandalism or a malicious act. For example, **we** will not cover **you** if your vehicle's GPS or security system cannot be used because of a cyber attack, but **we** will cover **you** for theft of **your vehicle** if it is stolen after **your vehicle's** security system is impacted by a cyber attack.

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## Data

loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.

## Mechanical and other breakdown or failure

mechanical, structural, electrical, hydraulic, or electronic breakdown or failure.

## Consequential loss

consequential loss including any loss which results because **you** can't use **your vehicle** unless it is specifically covered under this **Policy**. This means **we** will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation.

## Seepage

seepage, pollution or contamination, or any loss, damage, liability, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination.

## Sanctions

and **we** will not be liable to pay any claim or provide any benefit under this **Policy** (including any refund of **premium**), to the extent that such cover, claim, benefit or refund may contravene or expose **us** to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

## Section Five - General conditions (When we may refuse to pay a claim)

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If **you** do not comply with these conditions, **we** may refuse to pay **your** claim in full or in part, but only if the failure to comply with the relevant condition caused or contributed to the loss, damage or liability.

### Renewal

At expiry of the **Policy**, **we** may offer to enter into a new contract for a new **period of insurance**. Any renewal notice **we** send **you** will indicate the **premium** payable for the new contract and any proposed alteration/s to the contract. Before the **Policy** is renewed it is **your** duty, by law, to disclose to **us** any matter which has altered the risk **we** insure. This may affect **our** decision to issue **you** a new policy. Further, in response to anything **you** disclose to **us**, **we** may require an additional **premium** if **you** make a claim in the short period between the time **we** calculated the renewal **premium** and the expiry of **your Policy**.

### Reasonable protection and maintenance

**You** must take all reasonable steps to protect **your vehicle** from loss and damage and comply with all legal requirements regarding the safety, maintenance and operation of **your vehicle**.

### Towing

If **you** are towing **your vehicle** for any reason, and **you** are not employing a specialist towing company, **you** must:

- take all reasonable precautions when transporting **your vehicle** by securing it in a manner that meets the Australian Standard 4142.2:1993 (for fibre ropes), Australian Standard 4380:2001 (for cargo restraint systems – transport webbing) and Australian Standard 4344 2001 (cargo restraint systems – transport chains);
- ensure that the towing motor vehicle meets the requirements of the State or Territory registration towing limits for the trailer whilst having **your vehicle** securely attached to it.

### Street parking

**You** are not insured if **your vehicle** is **regularly parked** on the **street** overnight. If **you** have disclosed to **us** that **you** usually park **your vehicle** off-street and those circumstances change, **you** must notify **us** as soon as reasonably possible.

### Dangerous goods

If any hazardous goods or substances are carried in **your vehicle** **you** must take reasonable steps to ensure that **you** or anyone acting on **your** behalf, complies with all relevant laws, by-laws and/or statutory regulations. Should non-compliance with this condition prejudice **our** interests, the amount of any benefit under the **Policy** will be reduced by the amount that represents the extent to which **our** interests have been prejudiced by that non-compliance.

## Special registration

If **we** have accepted **your vehicle** on the basis of it being granted club, historic or other designated special limited use registration status by a relevant statutory body, **we** will show this status in **your schedule**. **You** must only drive **your vehicle** in accordance with the special registration or permit requirements or **we** will not pay a claim. **We** reserve the right to request confirmation of such registration at renewal of **your Policy**.

## Notice of changed circumstances

**You** must give **us** notice as soon as reasonably possible:

- of any change in or addition to the person or persons who will regularly drive **your vehicle**;
- where any driver or motorcycle rider licence is restricted, suspended, cancelled or special terms or conditions imposed;
- of particulars of any driving offences for which **you** or any person who regularly drives **your vehicle** is fined, charged or convicted;
- of particulars of any motor **accidents** involving **you** or any person who regularly drives **your vehicle**;
- of particulars of any criminal offences for which **you** or any person who regularly drives **your vehicle** is charged or convicted of;
- of particulars of any conversion, alteration or **modification** of **your vehicle** from its maker's specifications. **You** must pay **us** any additional **premium** if required;
- any change in garaging or how **your vehicle** is **regularly parked overnight**;
- if any **immobiliser** or **security device** ceases to be in good working order.

The course of action **we** take when **you** fail to do any of these things will be considered in each circumstance based on what impact or effect **your** failure to do so caused or contributed to the claim.

## Changing your Policy

If **you** want to make a change to **your Policy**, the change becomes effective from:

- when **we** tell **you we** have agreed to it;
- when **we** give **you** a new **schedule** detailing the change; or
- the date detailed on the new schedule **we** give to **you**.

## Notices

**We** will give **you** any notice in writing. It will take effect at whatever is the earlier of the time of:

- delivery to **you** personally;
- postage to **your** address last known to **us**.

It is important for **you** to tell **us** of any change of address as soon as reasonably possible.

## Cancellation by you

**You** may cancel **your Policy** at any time by telling **us** in writing **you** want to cancel it. Where more than one person is insured under **your Policy**, **we** will only cancel the **Policy** when a written agreement to cancel the **Policy** is received from all insured persons. Cancellation by **you** will be effective when **we** receive **your** request and all cover will then cease.

## Cancellation by us

**We** may cancel **your Policy** by giving **you** written notice and in accordance with the law, including where **you** have:

- made a misrepresentation to **us** before the **Policy** was entered into;
- failed to comply with a provision of **your Policy** including failure to pay the **premium** by the due date specified on **your schedule**;
- made a fraudulent claim under **your Policy** or any other **Policy** during the time **your Policy** has been in effect;
- failed to notify **us** of a specific act or omission as required by **your Policy**;
- failed to tell **us** about any changes in the circumstances of the risk during the **period of insurance**.

The course of action **we** take when **you** fail to do any of these things will be considered in each circumstance based on what impact or effect **your** failure to do so caused or contributed to a claim or **our** decision to issue this **Policy**.

If **we** cancel **your Policy**, **we** will advise **you** in writing and all cover will cease at the earlier of the following times:

- when another contract of insurance is taken out by **you** to replace **your Policy**;
- at 4.00pm Local Standard Time of the third business day after the day on which notice was given to **you** or such later time as **we** may specify in the notice.

## Return premium after cancellation

After cancellation and subject to **your** cooling off period rights (see PDS Section), **we** will keep the **premium** for the period that **your Policy** was in force. **Your** cover under the **Policy** then ceases. **We** will refund the unexpired portion of **your premium**, after deducting a cancellation fee of 10%, with the minimum charge being \$20.

However, if **we** pay **your** claim for a **total loss**, then **your** cover under **your Policy** ends and **we** are entitled to keep any **premium**.

## Monthly premium instalments

See page 6 for How to Pay **Your** Premium

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### Transfer of interest in Policy

No interest in **your Policy** can be transferred without **our** written permission.

### Obligations of third parties covered

Any other person entitled to cover under **your Policy** is bound by the terms of **your Policy**.

### Law and jurisdiction

This insurance is subject to the laws of the State or Territory in Australia where **your Policy** was issued and the Australian Courts have sole authority.

## Section Six - Claims (What you must do)

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**You** have the following responsibilities if **you** have an **accident** or make a claim under **Policy**. **Do not admit liability**

**You** must not pay or promise to pay or offer payment or admit responsibility for a claim.

### Prevent further damage

**You** must take all reasonable steps to stop any further loss from occurring.

### Contact tracking security

If **your vehicle** is fitted with a remote tracking **security device** and is stolen, **you** must immediately contact the relevant **vehicle** tracking bureau.

### Contact Police

**You** must notify the Police as soon as possible in respect of theft of, or malicious damage to, **your vehicle**.

If **your vehicle** is involved in an **accident**, **you** must also notify the Police:

- if damage to property, other than the **vehicles** involved, exceeds \$500;
- if any **vehicle** involved requires towing;
- if any person was injured.

### Tell us as soon as possible

**You** must advise **our** office by telephone or in writing as soon as reasonably practicable after **you** suffer a loss, and arrange to complete **our** claim form which **we** will send to **you**, **you** can download from **our** website, or may also be obtainable from **your** repairer.

If **you** do not make a claim within a reasonable time after the loss, **we** may reduce what **we** pay to **you** to allow for any disadvantage **we** may have suffered because of the delay.

### Broken window glass

When claiming for broken window glass, please call **us** before authorising repairs. If this is not possible, **our** preferred repairer is Windscreens O'Brien – Telephone 13 16 16.

- Arrange for a new window or repairs to be done;
- Pay the account and keep the receipt;
- Obtain a claim form from **us** or send **us** a letter with the repair account;
- If an **excess** is applicable **we** will deduct it from the amount **we** pay **you**.

### Obtain a quote from choice of repairer

**You** have choice of licensed repairer, and must obtain a written quotation from them. **Your** completed claim form should be left with **your** repairer. They should then contact **us** to arrange for an inspection by **our** assessor.

### Authorising repairs

**You** must not repair or replace any damaged property without **our** consent. Before repairs are started **you** must obtain **our** written agreement. If **you** have **Comprehensive** cover, **you** may authorise temporary and/or essential repairs up to a maximum of \$750.

### Make vehicle available for inspection

**You** must make **your vehicle** available for **our** inspection at a mutually agreeable time at **your** choice of repairer. **We** reserve the right to invite, accept, adjust or decline estimates or to arrange, at **our** expense, for the removal of **your vehicle** to other repairers for quotation purposes.

### Demands from other parties

If **you** receive notice holding **you** responsible for damage to others' property, **you** should send **us** full details in writing along with any communication from the other parties, their insurer, solicitor or any court document received.

### Keep salvaged items

**You** must keep the property that has been damaged so **we** can inspect it.

### Other insurance

**You** must notify **us** of any other insurance that also provides cover, whether in whole or in part.

### Entitlement to input tax credits

The amount that **we** pay will be based on **GST** inclusive costs. However, if **you** are, or would be, entitled to claim any input tax credits for the repair or replacement of **your car**, **we** will reduce any claim under the insurance by the amount of the input tax credits.

### Finance difference

If **your vehicle** is a **total loss** and **you** have an instalment, sale or leasing agreement with a financier, and the amount owing under that agreement will not be discharged by the claim payment, **you** must pay the difference owing to the financier prior to **us** settling **your** claim.

### Co-operate and assist us

**You** must co-operate and assist **us** and provide **us** with all the information that **we** require including, but not limited to, valuations, receipts, proof of ownership, driving history print-outs and statutory declarations if requested.

**We** will only ask for information that is relevant to **your** claim and **we** will provide an explanation as to why it is required.

## Section Six - Claims (What we will do)

---

We have the following responsibilities if **you** have an **accident** or make a claim under **Policy**.

### Excess

We will reduce the amount we pay **you** following a covered loss by the **excess**.

However, if **you** have an **accident** which damages or destroys **your vehicle** and **you** can satisfy **us** that the **accident** was the fault of another party and **you** can give **us** the name and address of the owner and driver or party responsible then **you** will not have to pay the **excess**.

To determine that **you** or **your** driver was not at fault for the **accident** we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

There are five types of **excesses** that may apply in the event of a claim. These **excesses** are in addition to any other **excess** shown in **your schedule** that may be imposed on **you**.

They are as follows:

#### Standard excess

The standard **excess** applies to all claims made under this **Policy** and is shown in **your schedule**. The standard **excess** of each item shall apply cumulatively to each item insured under this **Policy**, if damaged in the same **accident**.

#### Driver age excess

Applies when a driver, at the time of an **accident**, is under the age of 25 and we have agreed to pay the claim. This **excess** is additional to the standard **excess**. Unless higher amounts are shown in **your schedule** the following age **excesses** will apply:

- was under 22 years of age - \$1,000
- was aged 22 to 24 years of age - \$750

#### Driver inexperience excess

Applies when a **driver**, at the time of an **accident**, has held an Australian driver or motorcycle rider licence (whichever is applicable and excluding a Learner Permit) for less than 3 years. This **excess** is additional to the standard **excess**. Unless a higher amount is shown in **your schedule**, this **excess** is \$500.

#### Special imposed excess

Applies because of certain specified risk features of this insurance. This **excess** is additional to the standard **excess** for the risk features **specified** under this heading in **your schedule**.

#### Theft and attempted theft excess

Applies if **your schedule** states **you** were required to fit to **your vehicle**, an **immobiliser** that complies with Australian Standards 4601:1999 or another **security device** and, at the time of theft or attempted theft, one was not fitted or was not in working order. This **excess** is additional to the standard **excess**. Unless a higher amount is shown in **your schedule**, this **excess** is \$1,000.

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## Deciding who is at fault

**We** will decide whether or not **you** contributed to the cause of an **accident**. To decide if **you** were not at fault for the **accident we** may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

## Vehicle salvage

If **your vehicle** becomes a **total loss** and is insured for **Comprehensive** cover, the wreck of **your vehicle** will, at **our** option, become **our** property and **we** will keep the proceeds of any salvage sale. This does not apply if **you** are entitled to salvage rights, and **your vehicle** was not stolen.

## Unavailable spare parts

If any part is not available in Australia 90 days after the date of **your** damaged **vehicle** being assessed by **us, we** may immediately settle **your** claim. **We** will pay for the cost to otherwise repair **your vehicle**, plus the **reasonable parts cost** for the unavailable parts.

## Other insurance

**You** must notify **us** in writing if **you** have already effected, or if in the future **you** effect, any insurance or insurances which covers any matter covered by **your Policy**, in whole or in part.

To the extent permitted by law, when other insurance applies to a covered loss, **we** will pay only in excess of the other insurance, limited to the indemnity being provided under **your Policy**, unless that other insurance was specifically written to be excess over the indemnity provided in **your Policy**.

## Our rights of recovery

**We** have the right to exercise **your** legal rights to conduct, defend or settle any legal or recovery action that **we** consider necessary and to do so in **your** name. If **we** recover more than the amount **we** have paid to **you** or on **your** behalf, **we** will pay **you** the balance.

## Section Seven - Glossary of terms

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Some words and phrases have a special or specific meaning when they appear. Please refer to the glossary of terms below so **you** can understand what **we** mean when **we** write these words.

### Common words

#### **we, us, our**

means the insurer, Insurance Australia Limited (IAL) ABN 11 000 016 722 AFSL 227681 trading as Lumley Special Vehicles.

#### **you, your**

means the insured named in the **schedule**, but may also include the financier of the insured **vehicle**.

### Vehicle use definitions

**Your Policy** may restrict how often **you** may use **your vehicle**. Please refer to **your schedule**, note what use **you** have selected and ensure **you** conform within the following definitions. These **vehicle** use definitions appear in **bold** throughout this **Policy**.

#### **business**

means **your vehicle** is insured whilst used:

- within the **private** use definition (above);
- by any person in connection with **your** business or occupation, other than the carriage of goods or person for payment or for hire.

#### **daily commute**

means **your vehicle** is insured whilst used privately for social, domestic and pleasure purposes, including:

- driving to and from work;
- in connection with repairing, servicing and testing;
- for tuition purposes provided no payment is received;
- whilst being demonstrated for sale purposes;
- in connection with a private pooling arrangement.

#### **daily non-commute**

means **your vehicle** is insured within the daily commute definition except for driving to and from work.

#### **recreational**

means **your vehicle** is insured whilst used within the **private** use definition provided **you** do not drive **your vehicle**:

- more than an average of three days per week;
- to work on a regular basis;
- more than 8,000 kilometres per year.

#### **limited recreational**

means **your vehicle** is insured whilst used within the daily non-commute use definition provided **you** do not drive **your vehicle**:

- more than an average of 2 days a month;
- to work on a regular basis;
- more than 4,000 kilometres per year.

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### restoration/storage

means when **your vehicle**, including when it is unregistered, is being restored or is in storage. If **your vehicle** is being restored, it is insured whilst driving only when relevant State/Territory permits are obtained beforehand.

### stable/collection

means a collection of **vehicles** insured with **us**, insured whilst used within the **private** use definition, but restricted to only a certain number of **vehicles** driven at any one time as stated in **your schedule**.

### club plates

means **your vehicle** is insured for loss, damage or liability whilst **your** motor **vehicle** is being driven in accordance with **your** State's or Territory's rules and regulations for club registration.

## Words and phrases with special meanings

Throughout this document, **we** have highlighted the following words in **bold** when their special meaning applies. This will help **you** to easily identify them.

### accident, accidental, accidentally

means loss or damage, other than theft, which was not expected or planned by **you** and includes a series of incidents arising out of the one event.

### act of terrorism

includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

### communicable disease

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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### **comprehensive**

means all Sections of the **Policy** will operate.

### **driver, drivers**

means the operator/s of **your vehicle** and includes the rider/s of a motorcycle.

### **excepted driver**

refers to a person who is named as a **driver** in **your schedule** or the driver at a time when **your vehicle** is:

- in the custody of any garage proprietor, member of the motor trade, or motor engineer, for overhaul, upkeep or repair;
- is in the control of a parking station, a professional car wash employee or in the control of a professional 'get **you** home' chauffeur service;
- being used in an extreme medical emergency where human life is at risk, in which case the onus of proof will be on **you** to substantiate the necessity for **your vehicle** to be used by such a person to **our** satisfaction.

### **excess, excesses**

is the amount specified in the **schedule** and elsewhere in **your Policy** which **you** must contribute towards any claim payment under **your Policy**. It is payable for each occurrence covered by **your Policy**. An occurrence is one or a series of occurrences arising out of one cause.

### **family**

means **your** family members who normally live with **you** at **your** home, including **your** legal or de facto spouse and any member of their family who normally lives with **you** at **your** home.

### **GPS unit**

means a mobile or after-market fixed car navigation unit and its accessories, which uses Global Positioning Satellites.

### **GST**

is Goods and Services Tax

### **immobiliser**

means an electronic engine immobiliser that is self-activating, self-arming or passive-arming. It must be black wired and, if remote operated, the remote must be code-hopping. It must also comply with Australia & New Zealand Standard AS/NZS 4601:1999, have a minimum of two points of immobilisation (more than two if specified by **us** on **your schedule**) and automatically activate shortly after the engine is switched off.

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### market value

is **our** assessment of **your** trailer or replacement vehicle's value immediately prior to any loss or damage, using local market prices. **We** may also use industry publications to calculate this value. Consideration is made for factors including but not limited to the age, kilometres travelled, condition and desirability of **your** trailer or replacement **vehicle**.

It includes:

- **GST**;
- a reasonable dealer profit;
- registration;
- Compulsory Third Party Insurance.

It does not include:

- warranty costs;
- future Stamp Duty;
- transfer fees;
- restoration costs.

### mobile phone

means the mobile telephone described in **your schedule**, which **you** have supplied details of to **us**.

### modification, modifications

any non-standard extra, accessory, fitting, or alteration to **your vehicle** which affects its performance, handling, value, desirability, appearance or safety.

### period of insurance

is the dates, shown in the **schedule**, during which **your** cover is valid.

### Policy

is this document, the **schedule** and any other endorsement or notice **we** give **you** in writing. Together they form **our** agreement with **you**.

### premium

is the amount **you** have to pay **us** (inclusive of all Government charges) for **your** insurance.

### reasonable parts cost

the last published price for the part by the manufacturer, or other automotive traders, or any other sources specialising in the supply of used parts, or manufacture of parts, for such vehicles, e.g. motor wreckers, trade journals, car club resources, specialist automotive engineers or the like, plus allowances for standard sea freight costs and import duties into Australia if **we** agree to importing such parts and the reasonable cost of fitting.

### regularly parked

is held to mean **your vehicle** is situated overnight on more than 2 nights in any one period of seven consecutive nights.

### rental car costs

means the amount paid by **you** in relation to renting a vehicle, but does not include fuel, running costs, damage to the rental car, any insurance excess or other costs which **you** may be liable for under the rental car rental agreement.

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### **schedule**

is the most current document **we** give **you** which contains the specific insurance details for **you** such as the make, model and registration details of **your vehicle**.

### **security device**

is an **immobiliser**, vehicle tracking system or other anti-theft system fitted to **your vehicle** which **we** may require.

### **street**

any roadway, street, laneway or other thoroughfare, plus any footpath, nature strip or any other public area where vehicular parking is possible.

### **sum insured**

is the agreed amount as shown in the **schedule**, excluding **vehicle** registration and compulsory third party insurance costs. It is the maximum amount **we** will pay if **your vehicle** is damaged or stolen.

### **third party liability**

means Section One of this **Policy** does not apply and the **sum insured** of **your vehicle** is nil. **You** cannot include any **Policy** variations in Section 3 except for increasing **your** standard **excess**. If **your vehicle** is a **total loss**, **you** have automatic rights to keep the salvage.

### **total loss**

means where **we** decide to pay **you** the **sum insured** for **your vehicle**. This is usually when the cost of repairs to **your vehicle** is more than the **sum insured**, less any amount **we** can obtain for the salvage of **your vehicle**.

### **vehicle**

means the motor vehicle/s, motor cycle/s and/or trailer/s described in the **schedule**, including:

- its standard tools, accessories and/or appliances;
- **modifications** which **you** have listed on **your** proposal or given **us** details of in writing and which **we** have accepted. However, where the **modification** is an audio and/or visual system, or a component of such system, then the maximum **we** will pay is \$1,500;
- any **modification** which have not told **us** about but which **we** would have covered if **you** had told **us** about it. **You** must pay **us** any additional **premium we** would have asked for, effective from the time the **modification** became a part of **your vehicle**, if required.





# Product Disclosure Statement and Policy

The issuer of this product is:



Date of Preparation 3 October 2022

Lumley Special Vehicles is a trading name of  
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