



Dawes Motor Vehicle Insurance

Product Disclosure Statement



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IMPORTANT INFORMATION

Introduction

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

We recommend **You** read the PDS. This PDS is dated 14 March 2024.

Any advice that may be contained in this PDS is General Advice only. General Advice is advice that has been prepared without considering **Your** individual objectives, financial situation or needs. Therefore, before acting on this General Advice, **You** should consider this PDS and the appropriateness of the General Advice having regard to **Your** objectives, financial situation or needs.

The Insurer

This insurance is issued by Allianz Australia Insurance Limited (ABN 15 000 122 850, AFSL 234708).

If **You** require further information about this insurance or wish to confirm a transaction, please contact Dawes.

Dawes

Dawes Underwriting Australia Pty Ltd trading as Dawes Motor Insurance (ABN 18 050 289 506, AR No. 342982) ('Dawes') is an Authorised Representative of SGUAS Pty Ltd (ABN 15 096 726 895, AFSL 234437) ('SGUAS') who in turn acts under a binding authority given to it by the **Insurer** to administer and issue policies, alterations, and renewals and handle and settle claims. In all aspects of this **Policy** Dawes, as an Authorised Representative of SGUAS, acts for the **Insurer** and not for **You**. Dawes and SGUAS are companies within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) ('SGL').

If **You** have any queries in relation to **Your Policy**, **You** can contact Dawes in any of the following ways:

Postal Address: PO Box A2016, Sydney South, NSW 1235

Phone: 1300 188 299

Email: insure@dawes.com.au

Your Insurance Contract

When **You** buy the type of motor insurance cover **You** need, **We** enter into a contract with **You** which is called the **Policy** and is made up of:

- **Your Policy Schedule;**
- this Product Disclosure Statement ('PDS');
- any applicable Supplementary PDS ('SPDS') **We** issue that varies it; and
- any other document **We** tell **You** forms part of the **Policy** at or prior to commencement of the **Policy** or when required or permitted by law which may vary or modify the above documents.

This document (together with any amendments, updates, or endorsements that **We** give **You** in writing which may vary it when required or permitted by law) will also apply for any offer of renewal **We** make, unless **We** tell **You** otherwise or issue **You** with a new and updated PDS or any SPDS.

If there is more than one **Insured** shown on the **Policy**, then anything that any of the **Insureds** says, does or omits to advise to **Us** of, applies to and affects the rights to all the **Insureds**.

Your Policy Schedule

Your Policy Schedule shows the type of cover **You** have, how **Your Vehicle** is parked overnight and any optional covers **You** have added under the **Policy**. It also shows the period that the **Policy** covers **You** for, called the **Period of Insurance**.

Your Responsibilities

It is up to **You** to choose the cover **You** need. Because **We** and **Our** representatives do not advise **You** on whether the **Policy** is specifically appropriate for **Your** objectives, financial situation or needs, **You** should carefully read this document before deciding.

When entering into the **Policy** or on renewal, variation, extension or reinstatement **You** must meet 'Your Duty to take reasonable care not to make a misrepresentation' obligation. See page 4.

You must during the term of the **Policy** follow and meet all of the **Policy's** terms and conditions. In particular:

- Take all reasonable care to prevent loss of (including theft) or damage to **Your Vehicle**. This includes but is not limited to:
 - moving **Your Vehicle** away from rising floodwaters, hail/storms, or bushfires if it is safe to do so;
 - ensuring that the ignition keys are not left in **Your Vehicle** when no one is in **Your Vehicle**;
 - locking all the doors and windows when **Your Vehicle** is parked or unattended; and
 - accompanying anyone test driving **Your Vehicle** when it is being test driven as part of **You** selling **Your Vehicle**.
- Keep **Your Vehicle** well maintained and in a roadworthy condition. This includes but is not limited to ensuring safety parts such as tyres brakes and lights are in the condition necessary to allow **Your Vehicle** to be registered. **We** may reduce or refuse **Your** claim to the extent that **Your Vehicle's** maintenance or condition contributed to or caused the loss.
- Sunroof tracks/slides are clean and functional, free of dirt or other debris that may prevent them being operational or being able to drain water.
- Ensure that any information **You** give **Us** as part of a claim document or statement to **Us** is honest and complete.

Not Meeting Your Responsibilities

If **You** do not meet **Your** responsibilities, then to the extent permitted by law **We** may do either or both of the following:

- reduce or refuse **Your** claim to the extent **We** are prejudiced by **Your** failure; and
- cancel **Your Policy**.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to **Us**. This responsibility applies until **We** issue **You** with a **Policy** for the first time or agree to renew, extend, vary/change, or reinstate **Your Policy**.

You must answer **Our** additional questions honestly, accurately and to the best of **Your** knowledge.

A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not a misrepresentation if **You** do not answer a question, or **Your** answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the **Policy**. If **You** are answering questions on behalf of anyone, **We** will treat **Your** answers or representations as theirs.

Whether or not **You** have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether **You** are represented by a broker, **Your** particular characteristics, and circumstances **We** are aware of.

If You do not meet the above duty, We may reject or not fully pay **Your** claim and/or cancel **Your Policy**. If the misrepresentation was deliberate or reckless, this is an act of fraud, and **We** may treat **Your Policy** as if it never existed.

If **Our** information or questions are unclear, please contact Dawes whose contact details are to be found in the 'Important Information' Section above.

Updating the 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 or other compliant document 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 Dawes). Other documents may form part of the PDS, for example **Schedules**, Supplementary PDSs, and/or endorsements. If they do, **We** will tell **You** before **You** enter into the **Policy** and in the relevant document. **We** may also issue other documents forming part of the PDS and the **Policy** where required or permitted by law.

Benefits of the Cover – Section 1. Loss or Damage to Your Vehicle

You can select the level of cover which is appropriate for **You**.

You can choose either:

- comprehensive cover; or
- storage and restoration cover.

Your current **Policy Schedule** will show the cover **You** have chosen.

Comprehensive Cover

Subject to the terms, conditions, limits, and exclusions of this **Policy You** will be covered for:

- **Accidental** or malicious damage to **Your Vehicle** (including windscreen, fixed glass or sunroof including panoramic glass roof);
- storm, hail, **Flood**, or fire damage to **Your Vehicle**;
- theft or attempted theft of **Your Vehicle**; and
- **Your** legal liability for damage to the property of other people following an **Accident** involving **Your Vehicle**.

We will choose (acting reasonably) to either repair the damage or pay **You** the cost of repairs up to the **Agreed Value** or **Market Value** whichever is shown on **Your Policy Schedule**. If **Your Vehicle** is a **Total Loss**, **We** will pay up to either the **Agreed Value** or **Market Value** whichever is shown on **Your Policy Schedule** or replace **Your Vehicle** where the new for old benefit applies.

The amount You are insured for (Sum Insured)

Your current **Policy Schedule** will show whether **You** are insured for **Agreed Value** or **Market Value**:

- **Agreed Value** – the dollar value stated in **Your Policy Schedule**. This may be altered by mutual consent.
- **Market Value** – the replacement value of **Your Vehicle** with another **Vehicle** of the same make, model, and condition as **Your Vehicle** immediately prior to the date of its loss or damage but excluding costs and charges for stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

Features & Additional Benefits Summary

The table below is a guide to the features and benefits of Comprehensive Cover. For full details please read this PDS including the **Policy** terms, conditions and exclusions.

Feature/Benefit	Summary of Cover
Four years new for old Vehicle replacement Vehicle where You are the first registered owner (or You purchased a dealer demonstrator model with less than 1000km on odometer)	If Your Vehicle is a Total Loss in the first 48 months from the date of first registration, We will replace it with a brand new Vehicle of the same make and model (where available), or superseded model if the previous model is no longer available, or if neither are available pay up to the Sum Insured as shown on Your Schedule .
Emergency Repairs and/or Accommodation and Travel	Up to \$5,000 for reasonable and necessary accommodation, travel expenses, and/or emergency repairs incurred in relation to an insured Accident which occurs more than 150km from home.
Any Driver Cover	Any driver who does not live in the same household is covered under this Policy . The Prescribed Age Special Clause shown on Your Schedule applies. Any household drivers must be approved by Dawes and listed on the Policy Schedule to be covered.
Learner Licence Drivers	We will cover Learner Licence drivers on Vehicles with a value up to \$100,000.
Recovery and Towing	Reasonable costs to move to authorised repairer or place of safety if Your Vehicle is Accidentally damaged or recovered after being stolen.
Additional or Replacement Vehicle	Cover for up to 14 days for additional or replacement Vehicles up to a maximum Sum Insured of \$300,000 if You tell Us within 14 days of receiving the additional or replacement Vehicle .

Feature/Benefit	Summary of Cover
Accessories & Modifications (fitted to the Vehicle)	Covered as part of the Sum Insured if We are told about them and agree to cover them.
Spare Parts & Accessories	We will pay up to \$25,000 for Your Vehicle's spare parts & Accessories which are not fitted to Your Vehicle and whilst they are being kept at the residence shown on Your Schedule . A \$1,000 Basic Excess applies to this benefit. We may seek reasonable proof of ownership in the event of a claim on this benefit.
Cover for a Trailer	Up to \$10,000 or Market Value (whichever is the lesser) if it is Accidentally damaged while attached to Your Vehicle and is not insured by a policy entered into by a third party or required by law.
Windscreen Glass Cover	We will pay for damage to a windscreen, fixed glass or sunroof including panoramic glass roofs when there is no other damage to Your Vehicle , and We will not charge You an Excess for the first claim made under this benefit.
Electric Vehicles	Up to \$1,000 for alternative transport if You cannot charge Your Vehicle due to a reported power cut, up to \$2,500 towards the repair of a charging point at Your residence if Your Vehicle has caused the damage.
Choice of Repairer	Included, or We can recommend a repairer for You if required.
Express Air Freight Cover	Up to \$5,000 for express air freight of repair parts only available overseas.

Feature/Benefit	Summary of Cover
Hire Car Costs after an Accident or Theft	If Your Vehicle is stolen or involved in a covered Accident , We will pay up to \$250 per day, capped at \$5,000 in total for the cost to hire a Vehicle (for Vehicles insured on a 'daily commute' or 'daily non-commute' basis).
Baby Seat/Child Seats (or capsule)	We will pay the replacement costs of Your existing baby or child seats (or capsule) if they are damaged following an insured Accident or stolen (and reported to police as soon as reasonably possible) even if they appear undamaged.
Personal Property	Cover up to \$5,000 in total (\$2,500 per item) if damaged in an insured Accident or theft (excluding money, cheques, credit or debit cards and property used for earning income).
Locks & Keys	We will pay the cost of replacing Your Vehicle's locks, keys, and transponder, up to \$5,000 if they are lost or stolen (and reported to Us and the police as soon as reasonably possible). No Excess will apply to this benefit.
Returning Your Vehicle to You upon Completion of Repairs	We will pay the reasonable costs of returning Your Vehicle to You if the repairer's premises are more than 100km from Your residence or place of work.
Dealership Loan Car Excess	Up to \$5,000 once during the Period of Insurance for any Excess You must pay under Your loan car agreement for any loan car provided from the repairer whilst Your Vehicle is undergoing warranty or service work.

Feature/Benefit	Summary of Cover
Vehicles in Transit	We will cover Your Vehicle in full up to the Agreed Value or Market Value , whilst it is being transported within Australia by train, Trailer , truck, or any other transport service including sea transport.
Paint Protection Film (PPF) & Ceramic Coating	Covered up to \$10,000 or replacement value (whichever is the lesser) if PPF existed at the time of claim. Ceramic Coating if applied during the last Period of Insurance and proof of payment/application is provided at claim time. We will only cover areas of Your Vehicle which were damaged as part of the claim.
Domestic Violence Cover	No Excess applies to any claim under this Policy if the claim is for damage arising from a deliberate act by a current or former spouse or partner of Yours ; or of any Authorised Driver listed on Your Policy ; and the incident has been reported to the police as soon as reasonably possible.
Salvage Rights	If Your Vehicle has a build date of 25 years or older (as indicated on the manufacturer's installed build plate) and in the event Your Vehicle is declared a Total Loss under Section 1. Loss or Damage to Your Vehicle , We will allow You to retain the salvage of Your Vehicle free of charge.

Payment of reasonable amounts of any costs, charges, expenses and fees under this Policy

In order to be sure **You** are covered under this **Policy**, **You** should always contact **Us** for approval before **You** incur legal costs and expenses **You** wish to claim. If **You** do not, **We** will pay costs and expenses incurred up to the amount **We** would have authorised had **You** asked **Us** first.

Section 2. Legal Liability Cover

Legal liability cover is provided under comprehensive cover.

You will be insured for up to the legal liability limit shown on **Your Schedule** for damage caused by **Your Vehicle** to someone else's property during the **Period of Insurance**, where **You** or an **Authorised Driver** are at fault. The **Policy** does not cover property that **You**, or the person responsible for the damage, own or have in **Your** or their custody or possession.

We will not pay more than the liability limit shown on **Your Schedule** in the aggregate for all claims during the **Period of Insurance** under this Section.

Section 3. Storage/Restoration Cover

This cover provides the same benefits for damage to **Your Vehicle** as comprehensive cover but excludes cover while **Your Vehicle** is being driven under its own power other than whilst **Your Vehicle** is being loaded on or off a **Trailer** or other method of transportation for **Your Vehicle**. There is no cover under Section 2. Legal Liability Cover of this **Policy**.

You are covered for some of the Additional Benefits provided in Section 1. Loss or Damage to **Your Vehicle**. This PDS will detail which of the Additional Benefits are covered.

Some Special Conditions

This **Policy** has some special conditions. **You** should read this PDS, **Your Policy Schedule** and any other documents that make up **Your Policy** for details of all the conditions that apply. An example of two of these special conditions are as follows:

Overnight Parking

If **Your Vehicle** is parked:

- at or within a 500 metre radius of the **Usual Overnight Off-Street Parking** category and address shown on **Your Schedule**; and
- between the hours of 10.00pm and 5.00am;

You must park **Your Vehicle** at the Overnight Parking address in accordance with that category of **Usual Overnight Off-Street Parking**.

You must also notify **Us** of a change of the Overnight Parking address shown on **Your Schedule** as soon as reasonably possible after that change.

If **You** do not comply with any of these conditions **We** can reduce or refuse to pay a claim to the extent that **We** are prejudiced by that failure.

Your Excess

The **Excess** is the amount **You** must contribute towards the cost of any claim **You** make. The **Excesses** applicable will be shown in **Your Policy Schedule**. If **We** settle **Your** claim by cash settlement **We** will deduct the **Excess** from the amount **We** pay **You**. In other circumstances, **You** may need to pay the **Excess** as a contribution to the repair or replacement. Some claims will have nil **Excess** applied, this is when a third party was at fault and **You** have provided sufficient details or information that would reasonably allow **Us** to identify the third party so that **We** can exercise **Our** rights of recovery. **We** will be solely responsible for determining who was responsible for the **Accident** and **We** will act reasonably when making **Our** decision.

You may have to pay more than one **Excess**.

The **Excesses You** may be required to pay are:

- Basic **Policy Excess**;
- Additional Voluntary **Excess**: The amount **You** choose to pay in addition to the Basic **Excess** in order to reduce **Your** premium.

Before **You** enter into a **Policy** with **Us** or prior to renewal, **We** may at **Our** discretion impose additional **Excesses** based on **Our** overall assessment of the risk and **Your** insurance claims or loss history. If **We** increase the Basic **Policy Excess** referred to above or impose additional **Excesses**, this will be shown on **Your Policy Schedule**.

Cost of the Policy & Paying for the Insurance

The amount that **We** charge **You** for this insurance when **You** first acquire **Your Policy** and when **You** renew **Your Policy** is called the premium. The premium is the total that **We** calculate when considering all the factors which make up the risk, such as but not limited to:

- the type of **Vehicle**;
- the age of the **Vehicle**;

- how often the **Vehicle** is driven;
- where and how **You** park **Your Vehicle** overnight;
- the age of any drivers;
- the **Sum Insured** of the **Vehicle**;
- **Your** previous claims and/or driving history as well as that of others who may drive **Your Vehicle**;
- **Your** driving record as well as that of others who may drive **Your Vehicle**;
- how **You** use **Your Vehicle** per the categories below.

Daily commuting: for **Vehicles** used regularly and driven to/from a usual place of work.

Daily non-commuting: for **Vehicles** used regularly but not driven to/from a place of work.

Twice weekly: for **Vehicles** used on a limited basis, e.g., at weekends only. These could be classic, collectable, high performance or exotic **Vehicles** that are not the **Insured's** daily drive.

Twice monthly: for **Vehicles** used on a very limited basis. These could be classic, collectable, high performance or exotic **Vehicles** that are used only very occasionally, e.g., for a sunny day drive or attending car clubs/shows;

Storage/restoration: for **Vehicles** that are not registered for use on the road (e.g., **Race Cars**) or **Vehicles** that are currently undergoing significant restoration.

The total cost of **Your Policy** is shown on **Your Policy Schedule** and is made up of **Your** premium plus government taxes such as GST, stamp duty and fire service fees if applicable.

There are three types of claims:

At fault claims are defined as claims where **You** are at fault or partially at fault, and an **Excess** was payable. This may affect **Your** premium.

Unrecovered claims are defined as claims where a third party was at fault, but a recovery was not made, either due to the third party being unidentified or uninsured. Fire and theft claims are also considered unrecovered claims. This may affect **Your** premium.

Not at fault claims are defined as claims which are recoverable and nil **Excess** applied, i.e., a third party was at fault and **You** have provided sufficient details or information that would reasonably allow **Us** to identify the third party so that **We** can exercise **Our** rights of recovery.

Weather-related claims are also considered not at fault, e.g., hail/storm/**Flood**. **You** still need to notify **Us** of these types of claims, but they are unlikely to affect the cost of **Your** premium.

Other costs, fees and charges

Other costs, fees and charges that may be applicable to the purchase of **Your Policy** include:

Cost or Fee	Details
Agency Fee	An agency fee of up to \$550 inclusive of GST is payable by You to cover the cost of preparing and distributing Your Policy . Your agency fee is noted on Your Policy Schedule and is not refundable in the event of cancellation unless the insurance contract is cancelled within the cooling-off period or is a full-term cancellation.
Refund of Premium and Cancellation	You may cancel Your Policy at any time. If You choose to cancel Your Policy , We will retain a portion of premium that relates to the period for which You have been insured. We will refund the residual for the unexpired period, less any non-refundable government taxes or charges.
Endorsement Fee	<p>Any change that results in an additional premium to Your Policy such as but not limited to:</p> <ul style="list-style-type: none">• Change of Vehicle• Additional Vehicle• Remove Vehicle• Change of address• Additional drivers <p>throughout the Period of Insurance may incur an endorsement fee of \$22 inclusive of GST and will be shown in Your endorsement Schedule. The endorsement fee is not refundable in the event of cancellation.</p>
Commissions	SGL, SGUAS and Dawes may receive a commission payment from Us when Your Policy is issued and renewed. If You cancel Your Policy , this commission payment may be non-refundable. For details of the relevant commission paid, please refer to Your Policy Schedule , FSG, or contact SGL, SGUAS or Dawes directly.

What happens if You do not pay the cost of Your Policy by the due date?

We may have the right to cancel **Your Policy** if **You** do not pay **Your** premium by the due date or if **Your** payment method is dishonoured and therefore, **We** have not received **Your** payment by the due date. **We** will do this in accordance with the process set out in the 'Cancellation' Section. Unless **We** tell **You**, any payment reminder **We** send does not change the expiry of **Your** cover or the due date of **Your** premium.

Your Cooling-off Period

There is a 21-day cooling-off period. If **You** want to cancel the **Policy** for any reason during the cooling-off period, **You** can cancel it from its date of issue by contacting **Your** broker or **Us** in writing or electronically within 21 days of its date of issue.

We will refund **Your** premium less any non-refundable government charges, taxes, and levies that **We** have paid. **You** cannot exercise this right if **You** have made a claim for any incident within the 21-day period or if an event has occurred that could give rise to a claim on **Your Policy**.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

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

You can obtain more information on the Code of Practice and how it assists **You** by contacting **Us**. Contact details are provided on the back cover of this PDS.

For more information on the CGC go to <https://insurancecode.org.au/>.

Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the **Policy**, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from www.apra.gov.au.

Phoning for Assistance and Confirmation of Transactions

If **You** need to clarify any of the information contained in this PDS or **Your Policy** documents, or wish to confirm a transaction, including a claim, or **You** have any other queries regarding **Your Policy**, please use the contact details on the back cover.

Alternatively, if **You** wish to automatically receive the confirmation of the transaction after it occurs e.g. at the conclusion or settlement of the claim, please contact **Us**.

Dispute Resolution Process

If **You** are dissatisfied with **Our** service in any way please contact Dawes by:

Postal Address: PO Box A2016, Sydney South, NSW 1235

Phone: +61 2 9307 6653

Email: servicefeedback@steadfastagencies.com.au

Dawes will attempt to resolve the matter in accordance with the Dawes internal dispute resolution procedures. To obtain a copy of **Our** procedures please contact **Us** using the details above.

If **We** do not make a decision within the period that **We** tell **You We** will respond, **We** will tell **You** about **Your** right to lodge a complaint with an external dispute resolution scheme. If **You** are not happy with **Our** response, **You** can refer **Your** complaint to AFCA at any time subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

Before Purchasing Motor Vehicle Insurance

Obligations You need to know about before You take out insurance

This document explains the cover available and **Your** rights and obligations. It also explains what may happen if **You** do not meet those obligations. **You** should ensure **You** understand the **Policy** terms, conditions, limits, and exclusions before taking out the insurance.

Information **We** may ask for when **You** apply:

- sales receipt for **Your Vehicle**, if purchased recently;
- registration papers;
- a series of current photographs of **Your Vehicle**;
- finance contract, if under finance;
- insurance record or latest renewal from **Your** previous insurer;
- the traffic record for all requested drivers. For example, **We** may ask **You** to obtain a written copy of all reasonable driving records from the appropriate authority;
- a list of all **Accessories** and **Modifications** plus their values.

When confirming details already supplied to Us

If **We** ask **You** to return **Our Application** form, follow the instructions provided and ensure all questions are answered fully and honestly. Sign the **Application** form and return it.

Carefully check all the information on the documents that **We** provide to **You**. If the information is correct, please provide payment. If the information is not correct or there is information missing, it is **Your** responsibility to inform **Us** that the information is incorrect or missing.

When You are completing Our Application form

Follow the instructions provided with the **Application**. Ensure all questions are answered and the **Application** form signed and dated. Do not forget **You** are answering all the questions for all the drivers on the **Application** form. **You** are reminded of **Your** Duty to take reasonable care not to make a misrepresentation.

Don't Prevent Our Right to Recovery

We will be entitled to exercise **Your** rights of recovery against others arising from loss or damage for which a claim payment is made. **You** must not limit or restrict **Your** rights of recovery against any third party without **Our** prior written agreement. If **You** do, **We** may reduce or refuse **Your** claim to the extent **We** are prejudiced.

Privacy Notice

In this Privacy Notice '**We**', '**Us**' or '**Our**' means Allianz Australia Insurance Limited, SGUAS and Dawes, unless specified otherwise.

We give priority to protecting the privacy of **Your** personal information. **We** do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

How We collect Your personal information

We usually collect **Your** personal information from **You** or **Your** agents. **We** may also collect it from **Our** agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist **Us** in investigating or processing claims, including third parties claiming under **Your Policy**, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that **You** are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We collect Your personal information

We collect **Your** personal information to enable **Us** to provide **Our** products and services, including to process and settle claims; make offers of products and services provided by **Us**, **Our** related companies, brokers, intermediaries, business partners and others that **We** have an association with that may interest **You**; and conduct market or customer research to determine those products or services that may suit **You**. **You** can choose not to receive product or service offerings from **Us** (including product or service offerings from **Us** on behalf of **Our** brokers, intermediaries and/or **Our** business partners) or **Our** related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Allianz website's Privacy section at www.allianz.com.au, SGUAS on +61 2 9307 6656 or going to the SGUAS website's Privacy section at

www.steadfastagencies.com.au, or Dawes on 1300 188 299 or going to the Dawes website's Privacy section at www.dawes.com.au.

If **You** do not provide **Your** personal information **We** require, **We** may not be able to provide **You** with **Our** services, including settlement of claims.

Who We disclose Your personal information to

We may disclose **Your** personal information to others with whom **We** have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to **You**. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, **Our** advisers, persons involved in claims, external claims data collectors and verifiers, parties that **We** have an insurance scheme in place with under which **You** purchased **Your Policy** (such as a financier or Motor **Vehicle** manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America, and other countries where the Allianz Group has a presence or engages subcontractors.

We regularly review the security of **Our** systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your personal information and complaints

You may ask for access to the personal information **We** hold about **You** and seek correction by calling Allianz on 1300 360 529 EST, SGUAS on +61 2 9307 6656 or Dawes on 1300 188 299 8am–6pm, Monday to Friday. **Our** Privacy Policies contain details about how **You** may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how **We** deal with complaints. Privacy Policy for Allianz is available at www.allianz.com.au. Privacy Policy for SGUAS is available at www.steadfastagencies.com.au. Privacy Policy for Dawes is available at www.dawes.com.au.

Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where **We** have recorded a telephone call, **We** can provide **You** with a copy at **Your** request, where it is reasonable to do so.

Your consent

By providing **Us** with personal information **You** and any other person **You** provide personal information for, consent to these uses and disclosures until **You** tell **Us** otherwise. If **You** wish to withdraw **Your** consent, including for things such as receiving information on products and offers by **Us** or persons **We** have an association with, please contact **Us**.

Making a Claim

In order to be sure that **You** are covered under this **Policy You** should always contact **Us** for approval before **You** incur costs **You** wish to claim. If **You** do not, **We** will pay for costs incurred up to the amount **We** would have authorised had **You** asked **Us** first.

When You need to make a claim

We may deduct any outstanding premium from a claim settlement. **You** must tell **Us** about the claim as soon as reasonably possible and give **Us** all information **We** reasonably require about the claim. This can be done by telephone or email. **We** will forward **You** a claim form for completion.

Choice of repairer and parts policy

When **You** need to make a claim, **You** can choose **Your** own repairer, or **We** can recommend a repairer to carry out the repairs to **Your Vehicle**. In both instances **We** will work closely with the repairer to strive to achieve the best repair outcome for **You**, however, **We** may require a second quotation from a repairer chosen by **Us**. **We** will then choose (subject to any relevant **Policy** limits and acting reasonably) to:

- authorise the repairs at **Your** repairer of choice;
- pay **You** the reasonable cost of repairing **Your Vehicle**; or
- move **Your Vehicle** to a repairer **We** both agree will repair **Your Vehicle**.

If **We** authorise repairs, **We**:

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

Proof of loss

When **You** make a claim under this **Policy**, **We** may ask **You** to provide proof of purchase or proof of ownership of **Your Vehicle**, items, **Accessories** or other items that are the subject of **Your** claim. If **You** cannot provide this proof, **We** may not pay **You**.

Paying Your Excess

An **Excess** is an amount **You** will need to pay as a contribution to a claim under this **Policy**. If **We** settle **Your** claim by cash settlement **We** will deduct the **Excess** from the amount **We** pay **You**. In other circumstances, **You** may need to pay the **Excess** as a contribution to the repair or replacement. In some circumstances an **Excess** may not be applicable, see Section **Your Excess**.

How You must co-operate

In the event of a claim, **You** have an obligation to provide all reasonable assistance and co-operation in settling the loss. **You** must provide reasonable help even after **We** have paid **Your** claim. **We** may attempt to recover the amount of **Our** payment from another party if they were responsible for the loss or damage. **We** will do this in **Your** name. **We** may also wish to defend **You** if it is alleged **You** caused someone else's loss or damage. If **We** do either of these, **We** will act reasonably having regard to **Your** interests.

If Your Vehicle is a Total Loss

If **Your Vehicle** is a **Total Loss** and **We** will:

- pay **You** the **Agreed Value**; or
- pay **You** the current **Market Value**; or
- replace **Your Vehicle** under the New for Old benefit;

less any applicable **Excess**, then depending on the cover purchased, this **Policy** comes to an end and no refund of the

premium is due to **You**. Any remaining premium must be paid or may be deducted from settlement. Once **We** have paid **You**, **Your Vehicle**, including all **Accessories** and **Modifications** advised to **Us**, becomes **Our** property. At **Our** discretion (and if safe to do so), **You** may reclaim **Your Vehicle** if **You** pay the salvage price (unless **Your Vehicle** is 25 years or older, in which case **You** are entitled to retain the salvage at no cost). All **Accessories** or **Modifications** not advised to **Us** are **Your** property unless **We** otherwise agree to pay **You** for these as part of a **Total Loss** settlement. **We** may charge **You** or deduct from any payment **We** make to **You** for the reasonable costs to remove and deliver them to **You**. If any insured **Accessories** or **Modifications** are removed and not replaced with a fully functioning standard component, **We** will deduct the value of the fully functioning standard component from any payment **We** make to **You**.

How does a claim affect Your premium

Your premium may increase upon next renewal due to lodgement of any claim unless:

- the **Accident** was entirely the fault of the other driver; and
- **You** can give **Us** the name and address of the other driver and the registration of the **Vehicle** they were driving or any other information that would reasonably allow **Us** to identify the person so that **We** can exercise **Our** rights of recovery.

Your premium may, however, increase on **Your** next renewal for other reasons.

GST

All **Sums Insured** as shown on **Your Schedule**, being either **Market Value** or **Agreed Value** are inclusive of GST. In the event of a claim all amounts **We** pay will be inclusive of GST. If **You** are registered for GST purposes, **We** will reduce any claimed amounts paid to **You** by the appropriate input tax credit that **You** are or may be entitled to claim from the Australian Tax Office.

If **You** are entitled to an input tax credit for the premium **You** have paid, **You** must inform **Us** of the extent of that entitlement at or before the time **You** make a claim under this **Policy**. **We** will not indemnify **You** for any GST liability, fines or penalties that arise from or are attributable to **Your** failure to notify **Us** of **Your** entitlement (or correct entitlement) to an input tax credit on the premium.

If **You** are unsure about the taxation implications of this **Policy**, **You** should seek advice from **Your** accountant or tax professional.

Making Changes to Your Policy

Changes that **You** must advise **Us** of:

- selling **Your Vehicle**, replacing **Your Vehicle** with another **Vehicle**;
- modifying **Your Vehicle** in any way;
- changing the way **Your Vehicle** is parked overnight;
- changing the address where **Your Vehicle** is parked overnight;
- changing **Your Authorised Drivers**;
- changing the way **You** use **Your Vehicle**.

When **We** receive this information, **We** may:

- propose changes to the terms and conditions of **Your Policy**;
- propose to charge **You** additional premium;
- cancel **Your Policy** if there is a change and **We** can't reach an agreement with **You** on altered terms and conditions or premium, or **We** are no longer prepared to insure **You** because there has been a material change to the risk; or
- decide not to offer to renew **Your Policy**.

If **You** do not provide the information as soon as reasonably possible, **We** may be entitled to reduce, or refuse to pay a claim under the **Policy** to the extent **We** are prejudiced by the delay or failure to provide this information.

Cancelling Your Policy

We may cancel **Your Policy** at any time by writing to the address last provided to **Us**.

We have the right to cancel this **Policy** where permitted by law in certain circumstances.

These include:

- if **You** failed to comply with **Your** Duty to take reasonable care not to make a misrepresentation;
- where **You** have failed to comply with a provision of **Your Policy**, including a term relating to payment of premium;

- where **You** have made a fraudulent claim under **Your Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**; or
- where **We** are otherwise permitted to do so by law.

If **We** cancel the **Policy**, **We** will give **You** at least 3 business days' notice in writing before the cancellation date, either:

- in person to **You** or **Your** agent;
- electronically;
- by post to the address **You've** given **Us**.

You may cancel **Your Policy** at any time in writing. If **You** do this, **We** will retain from the premium **You** have paid **Us**, the premium for the period that **You** have been insured together with any non-refundable government taxes or charges. The agency fee and any endorsement fee will not be refunded. **We** will then refund the remaining premium to **You**.

Notices

All notices issued by **Us** to **You** will be in writing. The notice is effective if it is delivered to **You** by **Your** broker electronically to **Your** last email or postal address provided to **Us**. It is important for **You** to tell **Us** of any change to **Your** postal or email address as soon as reasonably possible.

If You sell or give away Your Vehicle

This **Policy** comes to an end with immediate effect from the date **You** finalise the sale of, or give away **Your Vehicle**. **You** should advise **Us** in writing of the disposal as soon as reasonably practical after the sale of **Your Vehicle** and **We** will refund the premium due to **You** from the date **You** disposed of **Your Vehicle**. Proof of sale may be required in some circumstances when the date of sale is more than 14 days in the past. Refund of the premium is less the premium for the period that **You** have been insured with **Us** and all or part of any government taxes, levies or duties. The agency fee and any endorsement fee will not be refunded as these are costs that **We** have incurred.

WHAT THE POLICY COVERS

In order to be sure that **You** are covered under this **Policy You** should always contact **Us** for approval before **You** incur costs **You** wish to claim. If **You** do not, **We** will pay for costs incurred up to the amount **We** would have authorised had **You** asked **Us** first.

Definitions applicable to all Sections of this Policy

We use words and expressions in this PDS which have specific meanings. Where they appear throughout the **Policy** they are in bold font, start with a capital letter and have the meaning set out below.

Accessories means any extra item or option fitted and permanently fixed to **Your Vehicle** as delivered from the manufacturer.

Accessories do not include any item that is not permanently fixed to **Your Vehicle** or personal items such as mobile phones, MP3 players, laptop computers or sunglasses.

Accident/Accidental means a sudden and identifiable event which happens unexpectedly and is unintended by **You**.

Act of Terrorism means 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; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- 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.

Agreed Value means the dollar value stated in **Your Policy Schedule**. This may be altered by mutual consent.

Application means the written or verbal application for this insurance and any other information given to **Us** either in writing or verbally when applying for this **Policy**.

Authorised Driver means:

- a person who holds an Australian or New Zealand full driver's licence or provisional driver's licence and is over the **Prescribed Age**, provided they do not live in the same household as **You** or at the address shown in **Your Schedule** as **Your Usual Overnight Off-Street Parking** location; or
- a person who holds an Australian or New Zealand full driver's licence or provisional driver's licence; and is over the **Prescribed Age**; and who lives in the same household as **You** or at the address shown in **Your Schedule** as **Your Usual Overnight Off-Street Parking** location; and is listed on **Your Policy Schedule** as an **Authorised Driver**;
- regular drivers who use **Your Vehicle** more than once a month on average need to be listed on **Your Policy Schedule** as an **Authorised Driver**. Additional drivers may affect **Your** premium. Some drivers may not meet **Our** acceptance criteria for coverage and may not be eligible to be covered as **Authorised Drivers**.

Battery Operated Electric Vehicle means a **Vehicle** that operates solely on one or more electric motors that are powered by a battery within the **Vehicle** and which requires charging from an external power source.

Business Use means the use of **Your Vehicle** in connection with **You** or the **Authorised Driver's** business or occupation.

Electric Vehicle means any **Battery Operated Electric Vehicle**.

Excess means the amount of money **You** must contribute towards the cost of each claim **You** make under this **Policy**. The amount of the **Excess** is shown in **Your Policy Schedule**.

Family means **Your** spouse, **Your** domestic partner who lives with **You**; **Your** parents or parents-in-law who live with **You**; **Your** children and children of **Your** spouse, domestic partner or de facto (not being **Your** children) who live with **You**.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

Hybrid Vehicle means a **Vehicle** that uses both an internal combustion engine and one or more electric motors that are powered by a battery within the **Vehicle**.

Locked Shed means a fully enclosed and lockable shed.

Market Value means the replacement cost of **Your Vehicle** with another **Vehicle** of the same or similar age, make, model, distance travelled and condition as **Your Vehicle** immediately prior to the date of its loss or damage but excluding costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

Modification means any change to **Your Vehicle** which increases the performance, detracts from the safety or changes the characteristics of **Your Vehicle** from the manufacturer's standard specification including but not limited to **Your Vehicle's** body, engine (including fuel delivery and exhaust systems), transmission, wheels (including diameter and width), tyres, suspension, or interior.

Period of Insurance Schedule means the period stated in **Your Policy Schedule** unless ending earlier in accordance with the terms of this **Policy** or any relevant law.

Policy means **Your** contract of insurance with **Us**, and includes this document, **Your Policy Schedule**, and any other document **We** tell **You** where required or permitted by law, forms part of **Your Policy** at the commencement of the **Policy**.

Prescribed Age means the age shown in **Your Schedule** that any **Authorised Driver** must be in order to be covered by this **Policy** when in control of **Your Vehicle**.

Race Car means a **Vehicle** built or modified whether capable of obtaining on-road registration or not, with the intention of being used in any capacity whatsoever:

- on a racetrack;
- on a closed course circuit, skid pan or pre-defined course;
- for parade laps; or
- off-road rally.

Schedule means the document headed **Schedule** containing the premium advice, renewal invitation and **Your Policy** number, together with the details of **Your** cover.

Substitute Vehicle means a **Vehicle** which **You** do not own, is similar to **Your Vehicle** and which has been borrowed or hired because **Your Vehicle** is not able to be driven.

Sum Insured means the **Agreed Value** or **Market Value**, whichever is stated in **Your Policy Schedule**.

Total Loss means:

- the amount **We** assess as the repair costs to **Your Vehicle** plus the value of the wreck exceeds the **Sum Insured**; or
- **Your Vehicle** is stolen and not recovered within 21 days; or
- having considered all available information and relevant laws, it is reasonable to determine that it would be unsafe or uneconomical to repair **Your Vehicle**.

Trailer means a wheeled **Vehicle** having no independent power source which is designed to attach to a powered **Vehicle** in order to be towed.

Usual Overnight Off-Street Parking means that category of overnight parking which **You** have declared to **Us** and which is shown in **Your Policy Schedule** as the location where **Your Vehicle** is normally parked between the hours of 10.00pm and 5.00am. Unless otherwise agreed by **Us** in writing, the category **You** have declared must be one of the six acceptable categories set out below:

- **Caged in a Communal Car Park**, which means an individual, lockable cage within an undercover or underground communal parking area.

- **Uncaged in a Communal Car Park**, which means an enclosed, undercover, or underground communal parking area with security or swipe card access, not accessible to the general public, but with no individual cage.
- **Carport not Visible from Street**, which means an open-sided shelter for a **Vehicle**, commonly formed by a roof projecting from the side of a building, or on freestanding supports, which entirely covers a **Vehicle**, so that the **Vehicle** is not visible from the street to passers-by (e.g., on a large plot of land or situated behind a house / trees / wall).
- **Carport Visible from Street**, which means an open-sided shelter for a **Vehicle**, commonly formed by a roof projecting from the side of a building, or on freestanding supports, which entirely covers a **Vehicle**, but the **Vehicle** would be visible from the street to passers-by.
- **Driveway / Off Street**, which means an open-air parking area on private property.
- **Individual Garage**, which means a fully enclosed garage comprising four adjoining walls and a roof, with a lockable door for **Vehicle** access, which could also include a **Locked Shed**.

Usual Overnight Parking Address means the residential address **You** have declared to **Us** as the address where **Your Vehicle** is normally parked overnight.

Vehicle means a mechanically propelled machine having four or more wheels either registered for use on public roads or capable of such registration. **Vehicle** includes the **Vehicle's** components, **Accessories** (including where **You** have declared them to **Us**, **Electric Vehicle** chargers owned by **You**, charging cables and adaptors for such cables), tools, and spare parts usually supplied by the manufacturer and installed or attached to the **Vehicle** or specified in the **Policy Schedule** as **Accessories** or **Modifications** as shown on **Your Policy Schedule**. **Vehicle** includes an **Electric Vehicle**.

We, Us, Our, Insurer means Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708, GPO Box 9870, Melbourne VIC 3000.

Your Vehicle means the **Vehicle** noted on the **Policy Schedule** as being insured by this **Policy** and any replacement **Vehicle** if it is covered by the terms of this **Policy**.

You, Your, Yourself, Insured means the insured person or entity named in **Your Policy Schedule**.

Exclusions applicable to all Sections of this Policy

The following Exclusions apply to all Sections of **Your Policy**. There are other Exclusions which apply only to the Section in which they are used.

If there is any conflict between an Exclusion set out below and an Exclusion within an individual Section, the Exclusion within the individual Section will take precedence.

We will accept a claim if it's clear that none of the Exclusions caused, gave rise to, or is in any way connected with, the loss, damage or liability.

1. There is no cover under this **Policy** for any loss, damage or liability, cost or expense caused by, arising from or connected with:
 - a. **Your Vehicle** being driven by **You** or an **Authorised Driver** who:
 - i. was under the influence of any drug or intoxicating liquor, or had a blood or breath alcohol reading in excess of that permitted by law;
 - ii. refused to undertake a breath or blood test when lawfully required to do so;
 - iii. was found to have been driving under the influence of any drug or alcohol;
 - iv. left the scene of the **Accident** before being permitted by law to do so, without any reasonable excuse.

We will pay a claim for **You**, but not the **Authorised Driver** in charge of **Your Vehicle**, if **You** can prove to **Us** that:

- **You** were not the driver of **Your Vehicle** when the incident leading to the claim occurred; and
- **You** had no reason to suspect that the driver was affected by alcohol or any drug.

We may recover the cost of **Your Vehicle's** damage from the driver or the person in charge of **Your Vehicle** at the time.

- b. **You** and any **Authorised Driver** or other person driving **Your Vehicle** with **Your** consent who:
 - i. was under the influence of any drug or intoxicating liquor, or had a blood or breath alcohol reading in excess of that permitted by law;

- ii. refused to undertake a breath or blood test when lawfully required to do so, and **You** knew or should reasonably have known when **You** gave consent, that the **Authorised Driver** or other person was, or would be at the relevant time, so affected by intoxicating liquor or drugs;
- c. **Your Vehicle** was being driven by a person who was not licensed or authorised to be driving or was not abiding by the conditions of their licence.

However, this Exclusion will only apply if **You** knew or should reasonably have known that such person was not so licensed.

2. There is no cover under this **Policy** if at the time of any **Accident** or event which results in a claim, **Your Vehicle** (or any replacement or **Substitute Vehicle** covered by this **Policy**) was:

- a. not parked in the category of **Usual Overnight Off-Street Parking** **You** declared to **Us** and is shown in **Your Policy Schedule** and/or if **You** fail to notify **Us** of an change of address.

However, this Exclusion will only apply if:

- i. loss or damage to **Your Vehicle** occurred between the hours of 10.00pm and 5.00am; and
 - ii. **Your Vehicle** was parked at a location at or within a 500-metre radius of **Your Usual Overnight Off-Street Parking** address;
- b. being used by **You**, or an **Authorised Driver** for any unlawful purpose and such use contributed to, or caused the **Accident**;
 - c. being driven by **You**, or an **Authorised Driver** with willful or reckless intent;
 - d. being driven by a person who was not an **Authorised Driver** except when driven by:
 - i. a person involved in the motor trade or a motor engineer for the sole purpose of overhaul, upkeep, repair or sale of **Your Vehicle**;
 - ii. an employee of any parking station or valet service, for the sole purpose of parking **Your Vehicle**;

- iii. any person in an extreme medical emergency in which case the onus of proof will be on **You** to substantiate the necessity for **Your Vehicle** to be driven by, or be in the control of, a person other than **You** or an **Authorised Driver**;
 - e. driven by any person for a test drive as part of **Your** intention to sell **Your Vehicle** if **You** do not accompany that person on the test drive, but only to the extent that **We** are prejudiced by the failure for **You** to accompany that person;
 - f. being used whilst in an unsafe or unroadworthy condition to the extent **We** are prejudiced by the unsafe or unroadworthy condition. However, **We** will not refuse **Your** claim if loss, damage or liability was not caused, or contributed to by the unsafe or unroadworthy condition of **Your Vehicle**;
 - g. damaged intentionally by **You** or an **Authorised Driver**, or with intent to defraud;
 - h. being used for learner driver tuition, but not if **Your Vehicle Sum Insured** is less than \$100,000;
 - i. outside Australia, except when being transported between places within Australia including at sea;
 - j. being used on a race track or other road closed to public use, for the purposes of or in preparation for any type of race or time trial, reliability trial, speed testing or hill climbing;
 - k. used in an experiment, test, trial, demonstration or to tow some other **Vehicle** in connection with the motor trade;
 - l. being driven on any road that is not a government-gazetted road maintained by a Local, State, Federal or Territory government agency or authority;
 - m. on hire to another person or used to carry passengers or goods for hire or reward.
- 3. There is no cover under this **Policy**:
 - a. notwithstanding anything contained in this **Policy** to the contrary, **We** shall not be liable to provide any cover or benefit or pay any claim where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations,

United States of America, Australia, European Union, United Kingdom, or New Zealand, or any other applicable national trade or economic sanctions, laws or regulations. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction;

- b. for any loss or damage to **Your Vehicle** caused by, or arising out of, the use of a fuel system that does not meet the compliance standards set by the Australian Design Rules or the New Zealand Transport Agency, or is not certified as compliant by any external body lawfully authorised to certify compliance with the law relating to the use of fuel systems which may otherwise be considered to be non-approved;
- c. resulting from depreciation or normal wear and tear; some examples of what **We** don't pay for are degeneration or gradual damage to a **Vehicle** that occurs as part of use of the **Vehicle** over time;
- d. for the cost of rectifying pre-existing damage, faulty repairs, or the increased cost of repairing **Your Vehicle** due to previous damage and/or repairs;
- e. for the cost of replacing an entire set and/or pair when not all the set and/or pair is damaged. However this Exclusion will only apply if **We** are unable to replace that portion of the set or pair that has actually been lost or damaged;
- f. for mechanical, structural, electrical, or electronic breakdown or failure, unless caused by an **Accident** otherwise covered under this **Policy**;
- g. for loss or damage to tyres by application of brakes, road cuts, punctures or bursts;
- h. for loss or damage at any time including following an **Accident**, theft, breakdown or loss or theft of **Your Vehicle's** keys or other devices providing access to **Your Vehicle**, unless **You** or the **Authorised Driver** have taken reasonable steps to safeguard **Your Vehicle**;
- i. for Overnight Street Parking unless **Your Policy Schedule** is endorsed to include Overnight Street Parking;
- j. for loss of or damage to **Your Vehicle** by lawful repossession, seizure or other operation of law;

- k. for loss of or damage to, or caused by paint protection film (PPF) or Ceramic coating if it was not already applied to **Your Vehicle** at the time of the loss or damage;
- l. for loss or damage caused by rust or corrosion, unless arising from an event covered under **Your Policy**;
- m. for any claim, damage, loss, liability cost or expense arising out of the existence of asbestos in any form or quantity that is not the result of an **Accident** involving **Your Vehicle**;
- n. for **Your Vehicle** if it is being driven on rails;
- o. for consequential loss of any kind, including loss of income, reduction in working life of **Your Vehicle**, depreciation or lessening of **Your Vehicle's** value, or loss of use of **Your Vehicle**;
- p. if any anti-theft device which **You** have told **Us** is installed on or in **Your Vehicle** is not in good working order (but only to the extent that this causes or contributes to loss or damage);
- q. if **Your Vehicle** is not locked and the keys (or other locking devices) are not removed when it is unattended;
- r. for loss damage or liability if **Your Vehicle** has been modified from the manufacturers' original specification for the model and series, unless such **Modifications**:
 - i. have been disclosed to and agreed to in writing by **Us** as shown on **Your Schedule**; or
 - ii. did not contribute to loss or damage;
- s. for loss, damage, liability cost or expense directly or indirectly arising from or in any way connected with an **Act of Terrorism** or any action in controlling, preventing, suppressing, retaliating against, or responding to any **Act of Terrorism**;
- t. for loss, damage, liability cost or expense directly or indirectly arising from or in any way connected with war, invasion, acts of foreign enemies, hostilities (whether war declared or not), rebellion, revolution, insurrection or military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

- u. for loss, damage, liability cost or expense directly or indirectly arising from or in any way connected with ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- v. for loss, damage, liability cost or expense directly or indirectly arising from or in any way connected with any nuclear weapon or nuclear weapons material.

Conditions applicable to all Sections of this Policy

The following Conditions apply to all Sections of **Your Policy**. There are other Conditions which apply only to the Section in which they are used.

If there is any conflict between a Condition set out below and any Condition within an individual Section, the Condition within the individual Section will take precedence.

If **You** do not comply with these Conditions, **We** may be entitled to reduce, or refuse to pay a claim under the **Policy** to the extent **We** are prejudiced by failure to comply.

Policy Conditions

a. Payment of the Premium

You must pay **Your** premium. If **You** do not pay **Your** premium by the due date or if **Your** payment method is dishonoured and **We** have not received **Your** payment by the due date, **We** may cancel the **Policy** for non-payment of the premium.

b. Cancellation

This **Policy** may be cancelled by:

- i. **You** at any time by notifying **Us** in writing, in which case, cancellation takes place when **We** receive the notice. **We** will retain, or be entitled to retain, the premium for the period during which the **Policy** was in force together with any government taxes, levies and duties which **We** are unable to recover. **We** will also retain any applicable endorsement and/or agency fee.

- ii. **Us** in certain circumstances. These include:
- if **You** failed to comply with **Your** Duty to take reasonable care not to make a misrepresentation;
 - where **You** have failed to comply with a provision of **Your Policy**, including a term relating to payment of premium;
 - where **You** have made a fraudulent claim under **Your Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**; or
 - where **We** are otherwise permitted to do so by law.

If **We** cancel the **Policy** **We** may do so by giving **You** at least three business days' notice in writing of the date from which the **Policy** will be cancelled. **We** will give **You** written notice via one of the following ways:

- give it to **You** or **Your** agent in person;
- deliver it electronically where **You** have agreed to receive documentation electronically and **We** are allowed by law; or post it to the address last notified to **Us**.

We will refund premium for the unexpired portion of the **Period of Insurance**. **You** must provide **Us** with any information **We** may reasonably require to enable **Us** to process a refund of premium following any cancellation.

- iii. In the event of **Your Vehicle** being declared a **Total Loss**, this **Policy** will come to an end. No refund of premium will be made for any unexpired period of the **Policy** regardless of who was at fault for the **Total Loss**.

c. Renewal procedure

At least 14 days prior to the expiry of **Your** current **Policy**, **We** will send **You** a notice advising whether **We** will offer renewal or not and on what terms. If **We** offer renewal, any changes to the premium or the cover provided by the **Policy** will be detailed in the renewal invitation.

d. Changes **You** must tell **Us** about

i. Changing **Your** address

You must notify **Us** as soon as reasonably possible if **You** change **Your** address, whether temporarily or permanently.

ii. Changing **Your** Overnight Parking arrangements

You must notify **Us** as soon as reasonably possible in writing if:

- **Your Vehicle** will no longer be parked overnight at the address **You** have declared to **Us** as the address where **Your Vehicle** is parked overnight; or
- **Your Vehicle** will no longer be parked overnight in the way that **You** have declared to **Us** it would be parked overnight.

iii. Making **Modifications** to **Your Vehicle**

You must notify **Us** as soon as reasonably possible if **Your Vehicle** is converted, altered, or modified from the manufacturer's original specification for that model or series. **Your Vehicle** and the **Modification** will be covered if:

- **We** agree to cover the **Modification** and **Your Vehicle**; and
- **You** agree to pay **Us** any additional premium required; and
- **We** confirm in writing the **Modification** and **Your Vehicle** is covered.

iv. Changing the way **You** use **Your Vehicle**

You must notify **Us** as soon as reasonably possible if **You**:

- change the way **You** use **Your Vehicle** from the way **You** have declared to **Us** that **You** use **Your Vehicle**; or
- materially change the average frequency of use that **Your Vehicle** is driven, from what **You** have declared to **Us** as shown on **Your Schedule**; or
- materially change the parking type and/or, the address of where **Your Vehicle** is normally stored, garaged, or parked, (including secondary addresses) from the address and parking type **You** have declared to **Us** as shown on **Your Schedule**; or

- have declared to **Us** that **Your Vehicle** was not previously being driven, but that **You** will now be driving **Your Vehicle**.
- v. Adding additional regular **Authorised Drivers**
- You** must notify **Us** as soon as reasonably possible if **You** want any additional driver of **Your Vehicle** to be listed in **Your Policy Schedule** as an **Authorised Driver**. Additional drivers will be covered if:
- **We** agree to cover the additional driver; and
 - **You** agree to pay **Us** any additional premium **We** require; and
 - **We** provide written confirmation that the additional driver is listed as an **Authorised Driver** in **Your Policy Schedule**.

vi. Changing information or details in **Your Policy**

When **We** receive this information, **We** may:

- propose changes to the terms and conditions of **Your Policy**;
- propose to charge **You** additional premium;
- cancel **Your Policy** if there is a change and **We** can't reach an agreement with **You** on altered terms and conditions or premium, or **We** are no longer prepared to insure **You** because there has been a material change to the risk; or
- decide not to offer to renew **Your Policy**.

If **You** do not provide the information as soon as reasonably possible **We** may be entitled to reduce, or refuse to pay a claim under the **Policy** to the extent **We** are prejudiced by the delay or failure to provide this information.

e. Interpretation

The singular includes the plural and vice versa unless the context otherwise requires. Headings are for convenience only and do not affect interpretation.

Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

f. The law that applies to this **Policy**

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

g. Actions affecting all **Insured** persons

If more than one person or entity is named as the **Insured**, **We** will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities and this may adversely affect the rights of any other person insured under the **Policy**.

Claims Conditions and Procedure

a. Contacting **Us**

- i. When **Your Vehicle** is involved in an **Accident** or loss which may give rise to a claim under **Your Policy**, **You** must contact **Us** as soon as reasonably possible. **You** can contact Dawes to make a claim in any of the following ways:

Phone: 1300 188 299

Online Claim Form: [Click Here](#)

Email: claims@dawes.com.au

- ii. To be sure that **You** are covered under this **Policy**, **You** should always contact **Us** for approval before **You** incur expenses **You** wish to claim (except emergency repairs up to \$5,000 as provided for by Claims Condition (f) Emergency repairs). If **You** do not, **We** will pay for expenses incurred up to the amount **We** would have authorised had **You** asked **Us** first. If **You** need to undertake emergency repairs as provided for under Claims Condition (f) Emergency repairs, such repairs must be commenced as soon as reasonably possible.

b. Minimising loss, and co-operation

You must:

- i. take all reasonable steps to avoid further loss or damage;
- ii. inform the police as soon as reasonably possible of the damage coming to **Your** attention, if **Your Vehicle** is stolen, or damaged in an attempted theft, or if malicious damage is suspected;

- iii. complete and lodge a claim form within 30 days if **We** ask **You** to. If **You** do not do this it may delay **Your** claim;
 - iv. give all information and assistance reasonably required by **Our** legal representative or investigator to allow **Us** to examine and settle **Your** claim, and enforce in **Your** name any rights **We** may have against any third party;
 - v. if reasonably requested and reasonably available, provide a 5-year driving history report from **You** local traffic Authority;
 - vi. provide proof of purchase or ownership of **Your Vehicle** if **We** ask **You** to;
 - vii. pay any contribution to the cost of repairs or parts where the repair or replacement parts to **Your Vehicle** (acting reasonably) places **Your Vehicle** in a better condition than it was prior to it being damaged. Before **We** ask **You** to contribute, **We** will explain why, tell **You** how much it will be and how to pay it prior to the authorisation of any repairs and/or cash settle **You** for the damage if **We** are unable to repair **Your Vehicle** with **Your** agreement.
- c. When property belonging to other people is damaged in circumstances which may give rise to a claim under Section 2. Legal Liability Cover, **You** must:
- i. not, without **Our** written consent, make any admission of liability, offer, promise or payment in connection with that claim. If **You** do, **We** may refuse or reduce **Your** claim to the extent **We** are prejudiced by **Your** action;
 - ii. forward to **Us** every letter, claim, writ, summons, or process relating to the claim as soon as reasonably possible after it is received.
- d. **We** will have full discretion in the conduct of any proceedings or in settlement of any claim made against **You** and may:
- i. take over and conduct in **Your** name the defence or settlement of any claim;
 - ii. pursue in **Your** name any right of recovery **We** may have against other parties.

We will act reasonably having regard to **Your** interests and will keep **You** informed if **You** ask **Us** to.

e. Pay **Your Excess** if applicable. See Section **Your Excess**.

We will be solely responsible for determining who was responsible for the **Accident** and **We** will act reasonably when making **Our** decision.

f. Emergency repairs

You may carry out emergency repairs up to the cost of \$5,000 (including any GST) without obtaining **Our** consent, provided they are reasonably required.

Section 1. Loss or Damage to Your Vehicle

In order to be sure that **You** are covered under this **Policy You** should always contact **Us** for approval before **You** incur costs **You** wish to claim. If **You** do not, **We** will pay for costs incurred up to the amount **We** would have authorised had **You** asked **Us** first.

1.1 What We will cover You for under Section 1. Loss or Damage to Your Vehicle

1.1.1 **We** will cover **Accidental** or malicious damage to, or loss, theft or attempted theft of, **Your Vehicle** during the **Period of Insurance**, including whilst in transit anywhere in Australia by any freight service on land, by sea or by air.

1.1.2 If **You** replace **Your Vehicle** or purchase any additional **Vehicle** during the **Period of Insurance** of the same class and type, **We** will provide the same cover as provided under Clause 1.1.1, for the replacement and/or additional **Vehicle** for 14 days from the date of acquisition provided that:

- a. **You** supply reasonable details of the replacement **Vehicle** or additional **Vehicle** within 14 days of its acquisition;
- b. another insurer has not provided vehicle insurance to **You** for the replacement and/or additional **Vehicle** under a policy entered into by a third party or by a policy required by law.

Cover for **Your Vehicle** will cease from the time of acquisition of the replacement **Vehicle**.

The most **We** will pay for loss or damage to the replacement **Vehicle** or the additional **Vehicle** is its or their purchase price (including costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery), or \$300,000 per **Vehicle**, whichever is the lesser.

- c. Cover for the replacement and/or additional **Vehicle** after the 14th day from the date of acquisition will only continue if:
 - i. **You** provide **Us** in writing with all reasonably required details about the replacement and/or additional **Vehicle**;
 - ii. **We** agree to insure the replacement and/or additional **Vehicle**;

- iii. **You** agree to pay any additional premium **We** require;
- iv. **You** agree to complete a new **Application** form(s) if reasonably required by **Us**.

Cover under this Clause 1.1.2 does not apply if the replacement **Vehicle** is acquired following a valid claim for the **Total Loss** of **Your Vehicle**.

1.2 Additional Benefits We provide under Section 1. Loss or Damage to Your Vehicle

If **We** pay, or agree to pay a claim under Section 1. Loss or Damage to **Your Vehicle** **We** will also provide the following Additional Benefits (where applicable) in addition to the **Sum Insured** for **Your Vehicle**.

To be sure that **You** are covered for these Additional Benefits **You** should always contact **Us** for approval before **You** incur costs **You** wish to claim. If **You** do not, **We** will only pay for costs incurred up to the amount **We** would have authorised had **You** asked **Us** first.

1.2.1 Spare Parts & Accessories

We will pay up to \$25,000 for **Your Vehicle's** spare parts & **Accessories** which are not fitted to **Your Vehicle** and whilst they are being kept at the residence shown on **Your Schedule**. A \$1,000 Basic **Excess** applies to this benefit.

We may seek reasonable proof of ownership in the event of a claim on this benefit.

1.2.2 Electric Vehicles

Up to \$1,000 for alternative transport if **You** cannot charge **Your Vehicle** due to a reported power cut, up to \$2,500 towards the repair of a charging point at **Your** residence if **Your Vehicle** has caused the damage.

1.2.3 Paint Protection Film (PPF) & Ceramic Coating

Covered up to \$10,000 or replacement value (whichever is the lesser) if PPF existed at the time of claim.

Ceramic Coating if applied during the last **Period of Insurance** and proof of payment/application is provided at claim time.

We will only cover areas of **Your Vehicle** which were damaged as part of the claim.

1.2.4 Recovery and Towing

If **Your Vehicle** is **Accidentally** damaged or is located after being stolen, **We** will pay the reasonable cost of recovery and moving it to the nearest authorised repairer or place of safety. Any subsequent movement of **Your Vehicle** may only be undertaken with **Our** consent, which will not be unreasonably withheld.

1.2.5 Emergency Travel and Accommodation

We will pay up to \$5,000 for reasonable and necessary accommodation and/or travel expenses incurred in relation to an **Accident** which gives rise to a claim under this **Policy** and which occurs more than 150 kilometres from **Your** declared place of residence.

1.2.6 Cover for a Trailer

We will pay up to \$10,000 or the **Market Value**, whichever is the lesser, for **Accidental** damage to **Your Trailer** which occurs when it is attached to **Your Vehicle**.

This cover does not apply if **Your Trailer** is insured by a policy entered into by a third party or required by law.

1.2.7 Express Air Freight

Where **Your Vehicle** cannot be repaired without parts that are not available in Australia but are available overseas, **We** will pay up to \$5,000 towards the cost of importing the necessary parts by express air freight.

1.2.8 Hire Car Costs after Accident or Theft

If **Your Vehicle** is stolen or involved in a covered **Accident**, **We** will, subject to the conditions set out below, pay up to \$250 per day for the cost to hire a **Vehicle** for use by **You** or an **Authorised Driver**.

The most **We** will pay under this Additional Benefit is \$5,000 in total and **We** will only pay if **Your Vehicle** is described in **Your Policy Schedule** as either 'daily commute' or 'daily non-commute'.

We will not pay under this Additional Benefit for:

- a. any hire charges incurred after **Your Vehicle** has been recovered and if damaged, has been repaired and **You** have taken possession of **Your Vehicle**.

- b. fuel, insurance waiver or any other running costs of the hired **Vehicle**.
- c. any period after **We** have replaced **Your Vehicle** or paid **Your** claim.

1.2.9 Dealership Loan Car Excess

We will reimburse **You** up to a maximum of \$5,000 once during the **Period of Insurance** for any **Excess You** have to pay under **Your** loan car agreement for any loan car provided by the repairer of **Your Vehicle** whilst **Your Vehicle** is undergoing warranty or service work. **We** will not pay for any **Accidental** loss or damage to the loan car.

1.2.10 Locks & Keys

We will pay the cost of replacing **Your Vehicle's** locks, keys, and transponder, up to \$5,000 in total during the **Period of Insurance** if they are lost or stolen (and reported to police as soon as reasonably possible of becoming aware of the loss or theft). **You** must notify **Us** within a reasonable time frame of first noticing they are missing. No **Excess** will apply to this benefit.

1.2.11 Returning Your Vehicle to You upon Completion of Repairs

We will pay the reasonable costs of returning **Your Vehicle** to **You** if the repairer's premises are more than 100 kilometres from **Your** residence or usual place of work.

1.2.12 Personal Property

This Additional Benefit only applies if there is a claim for loss or damage to **Your Vehicle**. See Clause 1.1.1 and the first paragraph of clause 1.2.

We will pay up to \$5,000 in total (limited to \$2,500 per item) for any personal property that **You** or an **Authorised Driver** own:

- a. that is lost or damaged as a result of an **Accident** covered by this **Policy**; and for which **We** have agreed to pay a claim; or
- b. if the personal property is stolen in a theft covered by this **Policy** and for which **We** have agreed to pay a claim.

Personal property does not include money, cheques, credit or debit cards or any property used in connection with earning income.

We will not pay if personal property is stolen or damaged after fire or an **Accident** if **You** or an **Authorised Driver** did not take reasonable steps to protect the personal property.

1.2.13 Windscreen Glass Cover

We will pay for damage to a windscreen, fixed glass or sunroof including panoramic glass roofs when there is no other damage to **Your Vehicle**, and **We** will not charge **You** an **Excess** for the first claim made under this Additional Benefit.

Under this Additional Benefit **We** will either:

- a. pay to repair one single chip or crack in the windscreen, fixed glass or sunroof including panoramic glass roof of **Your Vehicle**; or
- b. where **We** believe it is necessary (acting reasonably) replace the windscreen, fixed glass or sunroof including panoramic glass roof of **Your Vehicle**.

If **Your Vehicle** requires its windscreen, fixed glass or sunroof including panoramic glass roof to be repaired or replaced more than once during the **Period of Insurance**, **You** will be required to pay the Basic **Policy Excess** for **Your Vehicle** as shown on **Your Schedule**.

1.2.14 Electric Vehicle Battery Cover

We will cover **You** for damage to **Your Electric Vehicle** battery if:

- a. **Your Vehicle** is damaged as a result of an **Accident** for which cover is provided under this **Policy**;
- b. **Your Electric Vehicle** battery is damaged by a power surge during battery charging;
- c. **Your Vehicle** is damaged due to thermal runaway provided there has been no deviation from manufacturer specification in relation to battery usage and charging.

We will not cover any damage caused by faulty workmanship or material.

1.2.15 Salvage Rights

If **Your Vehicle** has a build date of 25 years or older (as indicated on the manufacturer's installed build plate) and in the event **Your Vehicle** is declared a **Total Loss** under Section 1. Loss or Damage to **Your Vehicle**, **We** will allow **You** to retain the salvage of **Your Vehicle** free of charge.

1.2.16 Learner Driver Cover

We will also cover **You** and any learner driver who holds an Australian or New Zealand learner driver's permit who was driving **Your Vehicle** in accordance with the requirements of such permit at the time of an **Accident**, provided **Your Vehicle Sum Insured** is not more than \$100,000.

1.2.17 No Excess if Damage a Result of Domestic Violence

If **Your Vehicle** suffers malicious damage as a result of, or partly as a result of an act of domestic violence committed by a current spouse or domestic partner of **Yours** or of any **Authorised Driver** listed on **Your Policy Schedule** (and the incident has been reported to the police as soon as reasonably possible) which **We** accept as a claim, no **Excess** shall be payable.

1.2.18 Baby Seat/Child Seats (or capsule)

We will pay the reasonable costs of replacing any existing baby seats or child safety seats (or capsule) following the theft of, or damage to **Your Vehicle** which is covered under this **Policy**, even if there is no apparent damage to them. **You** must report any theft of **Your Vehicle** to the police as soon as reasonably possible of **You** first becoming aware that it had been stolen.

1.3 How We will pay a claim under Section 1. Loss or Damage to Your Vehicle

1.3.1 If Your Vehicle can be Repaired

If **Your Vehicle** is not a **Total Loss**, **We** will, at **Our** option (acting reasonably) repair, pay the cost of repairing **Your Vehicle** or make a cash settlement up to the limit of the **Sum Insured** at the time of loss, less any **Excess** that may be applicable. **We** will be entitled to any reasonable residual value of parts replaced.

1.3.2 If Your Vehicle is a Total Loss

If **We** declare **Your Vehicle** to be a **Total Loss**:

- a. **We** will at **Our** option (acting reasonably) either pay the **Sum Insured** or replace **Your Vehicle**, less any applicable **Excess**;
- b. within four years from the date of its original registration, where **You** are the first registered owner (or **You** purchased a demonstrator model with less than 1000km on the odometer), **We** will, at **Our** option and subject to local availability and the agreement of any party having a financial interest in **Your Vehicle**, replace **Your Vehicle** with a brand new **Vehicle** of the same make, model, and, with the same **Accessories** as noted in the **Policy Schedule**, less any applicable **Excess**.

We will be entitled to take over ownership of **Your Vehicle**.

You will have first option to purchase the wreck at a reasonable price to be agreed between **You** and **Us**.

However, if **Your Vehicle** was built more than 25 years ago, **You** will retain ownership of the wreck.

1.3.3 Repairing Your Vehicle

- a. When **You** make a claim and **We** agree to repair **Your Vehicle**, **You** can choose **Your** own repairer, or **We** can recommend a repairer to carry out the repairs to **Your Vehicle**.
- b. When **You** have chosen **Your** own repairer or **You** have chosen the repairer **We** recommend, **We** will ask the repairer to provide a quotation for the work that is required to repair **Your Vehicle**. If **We** consider that the quotation is fair and reasonable, **We** will authorise the chosen repairer to carry out the repairs. With respect to the repairs, **We**:
 - i. will ensure that **Your Vehicle** is repaired to the condition it was in, immediately before the **Accident** that caused the damage;
 - ii. will use new parts or parts consistent with the age and condition of **Your Vehicle** prior to the **Accident**;

- iii. may instruct the repairer to use other repairers to complete certain parts of the repairs (acting reasonably). For example, if **Your** windscreen or fixed glass is damaged, **We** may instruct the repairer to have the windscreen or fixed glass repaired by a specialist windscreen or fixed glass repairer;
- iv. will guarantee the quality of workmanship and materials for the life of **Your Vehicle** (subject to wear and tear).

We may require **You** pay any contribution to the cost of repairs or parts where the repair or replacement parts to **Your Vehicle** (acting reasonably) places **Your Vehicle** in a better condition than it was prior to it being damaged. Before **We** ask **You** to contribute, **We** will explain why, tell **You** how much it will be and how to pay it prior to the authorisation of any repairs and/or cash settle **You** for the damage if **We** are unable to repair **Your Vehicle** with **Your** agreement.

- c. If **You** choose **Your** own repairer but **We** (acting reasonably) are not satisfied that:
 - i. **Your** repairer's quotation is fair and reasonable; or
 - ii. that **Your** repairer will repair **Your Vehicle** to the condition it was in immediately before the **Accident**, **We** may not authorise the repairs.

If this happens:

- iii. **We** will pay **You** the reasonable amount for the repairs. This amount will take into account the damage to **Your Vehicle** and /or **Your** repairer's quotation. **We** may also compare **Your** repairer's quotation with a quotation **We** obtain from a repairer **We** choose. The amount **We** will pay will be the reasonable amount it would cost **You** to have the repairs undertaken;
- iv. if **We** do not authorise repairs and **We** pay **You** the fair and reasonable amount for the repairs, **We** will not guarantee the quality of workmanship and materials;
- v. it will be **Your** responsibility to arrange **Your** own repairs.

- d. **We** will not pay for:
 - i. any air-conditioning refit, re-gas unless damaged as result of the **Accident**; or
 - ii. any **Modification** which was required by law if not related to **Your** claim.

1.3.4 Loss or Damage to Personal Property

When **Your** personal property or the personal property of any **Authorised Driver** or **Your** or their pillion is lost or damaged and **We** have accepted a claim for the loss or damage, **We** will decide to either repair or replace the personal property or pay the cost of repairing or replacing the personal property.

If **We** decide to repair or replace the personal property, **We** will repair or replace it with new materials or new personal property. **We** will make all reasonable endeavours to match the materials used for repairs to the personal property with that which was lost or damaged. Where this does not achieve an exact match, materials for personal property that are the closest available match will be used.

If **We** decide to pay the cost of repairing or replacing the personal property, **We** will pay up to the limits contained in Clause 1.2.12 – Personal Property. The amount that **We** pay will be the current retail price. Damaged personal property that **We** have replaced or made a cash payment for, as a result of a claim, will become **Our** property. At **Our** discretion (and if safe to do so), **You** may reclaim the property insured if **You** agree to pay the salvage price.

However, **We** will not pay for:

- a. repair or replacement of any undamaged personal property to match the personal property have repaired or replaced. **We** will make best efforts to use the nearest available equivalent to the original materials or item;
- b. any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection.

Section 2. Legal Liability Cover

In order to be sure **You** are covered under this **Policy**, **You** should always contact **Us** for approval before **You** incur legal costs and expenses **You** wish to claim. If **You** do not, **We** will pay costs and expenses incurred up to the amount **We** would have authorised had **You** asked **Us** first.

2.1 What We will cover You for under Section 2. Legal Liability Cover

We will indemnify **You** and any passenger or any **Authorised Driver** for all sums for which **You** or the passenger or **Authorised Driver** will become legally liable to pay in compensation for damage to the property of others arising out of an **Accident** caused by or connected with **Your Vehicle** (including any **Trailer** attached to **Your Vehicle**), happening during the **Period of Insurance** and less any **Excess** that may be applicable. **We** will not pay more than the Limit of Liability stated in the **Schedule** for this Section.

2.2 Additional Benefits We provide under Section 2. Legal Liability Cover

2.2.1 We will also pay all reasonable legal costs and expenses incurred by **You** or the **Authorised Driver** in defending or undertaking any legal action subject to **Our** consent. These legal costs and expenses are included within and not in addition to the Limit of Liability stated in the **Schedule**.

2.2.2 We will indemnify **Your** employer (including the government of any of the Commonwealth, States or Territories and their departments) or any person or entity for whom **You** act as agent or contractor for the performance of work if an **Accident** that results in a claim arises from **You** or an **Authorised Driver** using **Your Vehicle** in connection with **Your** or the **Authorised Driver's** business or occupation, provided that **Your Schedule** shows **Your Vehicle** is insured for **Business Use**.

2.2.3 We will cover **You** for **Your** legal liability caused by or arising out of or in connection with the charging of an **Electric Vehicle** including thermal runaway if insured under this **Policy**.

2.3 Exclusions which apply to these Additional Benefits

There is no cover under these Additional Benefits for:

- 2.3.1** damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this **Policy**;
- 2.3.2** damage to any **Vehicle** insured by this **Policy**;
- 2.3.3** penalties, fines, punitive, exemplary, or liquidated damages;
- 2.3.4** for personal injury and/or death.

The Exclusions applicable to all Sections of this **Policy** also apply.

2.4 Conditions which apply to these Additional Benefits

You and the **Authorised Driver** must observe and fulfil the terms, exclusions, and conditions of this **Policy** insofar as they apply. If **You** or the **Authorised Driver** do not, **We** may reduce or refuse **Your** claim to the extent **We** are prejudiced by the non-compliance.

2.5 Our Limit of Liability under Section 2. Legal Liability Cover

We will not pay more than the Limit of Liability as shown on **Your Schedule** in compensation for damage to the property of others, arising out of any one **Accident** or series of **Accidents** and in the aggregate for all claims during the **Period of Insurance** which are caused by or connected with **Your Vehicle** (including any **Trailer** attached to **Your Vehicle**).

Section 3. Storage/Restoration Cover

3.1 What We will cover You for under Section 3. Storage/Restoration Cover

Where **Your Policy Schedule** states that **You** are insured for 'Storage/Restoration Cover Only', **Your Vehicle** will, subject to Clause 3.2 below, be covered at all times in accordance with the terms, conditions, limits and exclusions of this **Policy** including Section 1. Loss or Damage to **Your Vehicle** of this **Policy**.

Additionally, where **Your Policy Schedule** states **You** are insured for 'Storage/Restoration Cover Only', parts that originate from **Your Vehicle** but are temporarily removed, will be covered at all times in accordance with the terms, conditions, limits and exclusions of this **Policy**.

3.2 Exclusions which apply to Section 3. Storage/Restoration Cover

There is no cover for **You** or **Your Vehicle** under Section 3. Storage/Restoration Cover:

- 3.2.1** for Legal Liability provided under Section 2. Legal Liability Cover;
- 3.2.2** for the following Additional Benefits provided under Section 1. Loss or Damage to **Your Vehicle**:
 - a. Emergency Travel and/or Accommodation;
 - b. Cover for a **Trailer**;
 - c. Hire Car Costs after **Accident** or Theft;
 - d. Windscreen Glass Cover;
 - e. Dealership Loan Car **Excess**;
 - f. Personal Property.
- 3.2.3** for emergency repairs;
- 3.2.4** for any loss or damage caused by, arising from, or in any way connected with **You** or an **Authorised Driver** or any other person driving **Your Vehicle** under its own power other than whilst **Your Vehicle** is being loaded on or off a **Trailer** or other method of transportation for **Your Vehicle**.

The Exclusions applicable to all Sections of this **Policy** also apply.

3.3 Conditions which apply to Section 3. Storage/ Restoration Cover

3.3.1 We will only provide cover under Section 3. Storage/ Restoration Cover if during storage or restoration, **Your Vehicle** is kept in fully enclosed secure premises (the location of which is shown on **Your Schedule**) which are locked at all times other than when business is being conducted at the premises subject to the conditions of the Overnight Parking clause.

The Conditions applicable to all Sections of this **Policy** and Exclusions applicable to all Sections of this **Policy** also apply.



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Insurance Limited

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