

# Collector & Specialty Motor Insurance

Product Disclosure Statement and Policy Wording  
November 2016

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

Underwritten by: Certain Underwriters at Lloyd's



LLOYD'S

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# Contents

<b>Section 1</b>	<b>5</b>
Introduction & Information	.5
Our Product Disclosure Statement:	.5
Who is the Insurer	.5
The Insurers Coverholder	.5
About the Available Covers	.6
Code of Practice	.6
Important Information	.7
Excess	.7
Understanding Your policy	.8
Factors that affect Your premium	.8
How do I apply for cover?	.9
Definitions	10
Important Terms and Conditions	11
Privacy Consent and Disclosure	12
Cooling off period	13
Cancellation	13
No claim bonus.	14
Making a claim?.	15
How to change Your Policy	16
Dispute Resolution	17
<b>Section 2</b>	<b>18</b>
Collector & Specialty Motor Insurance Policy Wording	18
What We insure under this Policy	18
Who We insure under this Policy	18
The meaning of certain terms	18
Geographic coverage	18
A - Loss or damage to Your Vehicle	18
A.1 Your cover	18
Accessories, Modifications or Options	18
Financed Vehicle – Total Loss	19
What is the maximum amount We will pay?.	19
Essential Temporary Repairs	19
Repairers	19
Lifetime Guarantee for Repairs.	20
A.2 Additional Benefits.	20
Two Year New Vehicle Benefit	20
Recoding and re-keying locks	20
Riding Apparel cover – applicable to motorcycles only	20
Tools and Spare Parts.	21
Towing and Storage Costs	21

Express Freight . . . . .	21
Trailer cover. . . . .	21
Accommodation and Travel . . . . .	21
Personal property . . . . .	21
Hire Vehicle after Insured Event . . . . .	21
No Claim Bonus Protection . . . . .	22
Windscreen and Window Glass damage only. . . . .	22
Retention of salvage . . . . .	22
Change of or Additional Vehicle. . . . .	22
Funeral Expenses . . . . .	22
A.3 Optional extensions . . . . .	23
Club or Concessional Registration. . . . .	23
Collectable Caravan Cover. . . . .	23
Laid Up Cover . . . . .	23
Limited kilometre Use Options . . . . .	23
Vehicle Collection Option . . . . .	24
B Third party property damage . . . . .	24
B1 Your cover . . . . .	24
B2 Other persons to whom We give cover under Section 2 Part B 1 . . . . .	24
B3 Additional Benefits . . . . .	25
<b>Section 3 . . . . .</b>	<b>26</b>
Conditions & Exclusions Applicable to all Sections of the Policy. . . . .	26
Conditions Applicable to all Sections of the Policy.. . . .	26
General Exclusions Applicable to all Sections of the Policy. . . . .	26

# Section 1

## Introduction & Information

### Our Product Disclosure Statement:

This **Policy** document is also a Product Disclosure Statement (PDS).

A PDS is a document required by the Corporations Act and contains information designed to help **You** decide whether to buy the **Policy** and to enable **You** to compare this product with other insurance. This document also contains important information about **Your** rights and obligations including Cooling Off. The terms and conditions of **Your** insurance are contained in the **Policy** wording.

Also set out in this document is information explaining the relationship between One Underwriting Pty Ltd ABN 50 006 767 540, Australia Financial Services Licence No. 236653 and Certain Underwriters at Lloyd's who are the insurer of this product.

### Who is the Insurer

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

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

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

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

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

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

### Contacting Lloyd's in Australia:

Lloyd's Australia Limited  
Level 9, 1 O'Connell St  
Sydney NSW 2000

t: 02 8289 0700

### The Insurers Coverholder

One Underwriting Pty. Ltd. ABN 50 006 767 540, Australia Financial Services Licence No. 236653 can issue, vary, renew, and cancel this **Policy** under a binder given to it by Certain Underwriters at Lloyd's who is the insurer. A binder allows One Underwriting Pty Ltd to issue, alter and renew contracts that are risk insurance products on behalf of the insurer. This means that the insurance **Policy** issued to **You** by One Underwriting Pty Ltd is binding on the insurer just as if it had issued the **Policy** itself.

### Contacting One Underwriting in Australia about this product:

One Underwriting Pty Ltd  
Level 2, 175 Eagle Street  
Brisbane QLD 4000

t: 07 3223 7517

e: [motorsolutions@oneunderwriting.com.au](mailto:motorsolutions@oneunderwriting.com.au)

## About the Available Covers

**Your Policy** provides Comprehensive cover for and arising from the Use of **Your Vehicle**. Comprehensive cover is provided in three sections:

- Loss or damage to **Your Vehicle** (**Your Vehicle** will be described and shown on **Your Policy Schedule**); and
- Third party property damage cover; and
- Additional benefits/Optional Extensions

### **Additional Benefits included are:**

- Two Year New **Vehicle** Replacement benefit (page 20)
- Reasonable Towing and Storage Costs (see page 21)
- Trailer Cover up to \$1,000 (see page 21)
- Accommodation and Travel up to \$2,500 (see page 21)
- Personal property up to \$500 (see page 21)
- Hire **Vehicle** after theft =up to \$100 per day for a maximum period of fourteen (14) days.(see page 21)
- Hire **Vehicle** after an **Accident** up to \$100 per day for a maximum period of fourteen (14) days.(see page 21)
- Change of **Vehicle** (see page 22)
- Windscreen and Window Damage only (see page 22)
- Riding Apparel up to \$3,000 (see page 20)
- Cover for declared **Accessories** and modifications (see page 18)
- Replacing, recoding, rekeying up to \$2,000 (see page 20)
- Automatic coverage for fourteen (14) days on newly acquired **Vehicles** (see page 22)

### **Optional and Additional Benefits (where We agree) are:**

- **Vehicle** Collection – tailored cover for a collection of **Vehicles** with a limited number on road at any one time (see page 24)
- Laid Up Cover – for **Vehicles** under restoration or storage (see page 23)
- Limited Use **Premium** discounts for Usage of under 6,000km or under 3,000km per annum (page 23)
- Salvage Rights for **Vehicles** older than thirty (30) years (page 22)
- Collectible Caravan Cover for **Your** period or reproduction caravan (see page 23)
- No Claim Bonus Protection (page 22)

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

### **The “Loss or damage to Your Vehicle” section provides cover for:**

- Accidental loss or damage to **Your Vehicle** up to the **Insured Value** as shown on **Your Policy Schedule**.

The above is a general summary of the cover only, does not form part of the **Policy** and cannot be relied on as a full description of the cover provided. Please refer to the **Policy** for its full terms, conditions and Exclusions.The “Additional benefits cover” section provides cover for:

### **The “Third party property damage” section provides cover for:**

- **Your** legal liability (up to \$20 million each event including certain legal defence costs), for damage to other people’s property caused by a motor **Vehicle Accident** which is **Your** fault.

## Code of Practice

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

## Important Information

There are some events, circumstances and situations this **Policy** does not cover. **We** may also impose special conditions on **Your Policy** which may restrict cover or provide an extension of cover for certain persons or periods of time. Any special conditions will be listed on **Your Policy Schedule** and/or any Endorsement of **Your Policy Schedule**.

Some examples of what **You** may not be covered for include:

- When the **Driver of Your Vehicle** is aged under twenty seven (27) or over seventy five (75) years;
- Where **Your Vehicle** is Used in an unroadworthy or unsafe condition;
- When **Your Vehicle** is required to be **Garaged** overnight, locked and/or activated alarms and **You** have not done so;
- **You** or someone with **Your** permission drives **Your Vehicle** impaired by drugs or alcohol;
- **Your Vehicle** is driven by someone who is unlicensed or not the holder of an Australia driving licence of not less than five (5) years with **Your** consent;
- Loss, damage or liability from an act of terrorism.

To make sure **You** are aware of all Exclusions please carefully read the Definitions on pages 10 - 11 and the **Policy** Wording beginning on page 18.

In some cases discounts may apply if **You** meet certain criteria **We** set. **You** will also have to pay any compulsory government charges (e. g. Stamp Duty and GST) plus any additional charges **We** tell **You** about. **We** tell **You** the total amount payable when **You** apply and if **You** effect cover, the amounts due will be confirmed **Your Schedule**.

### Several Liability Notice

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

## Excess

Please read the **Policy** Wording carefully for full details about lodging a claim on page 15. A **Excess** is an amount **You** must pay towards each claim.

**Your Excess** will be determined on an individual basis based on the information in **Your** application. The amount of any excesses are set out in **Your Schedule**.

There are three types of **Excess**:

- **Basic Excess** – this is the first amount **You** must pay towards each claim (this **Excess** is reduced to NIL on the first claim for windscreen or window glass only during the **Period of Insurance**).
- **Imposed Excess** – this is an **Excess**, which only applies to specified persons or specified events if shown on **Your Schedule**.
- **Voluntary Excess** – this is an increased **Excess** which **You** have requested to obtain a premium discount. This is the first amount **You** must pay towards each claim (this **Excess** is reduced to NIL on the first claim for windscreen or window glass only during the **Period of Insurance**).

In the event that a claim is made under **Your Policy**, **We** will notify **You** of any **Excess** payable and, if relevant, provide instructions on how the **Excess** is to be paid.

**We** will not require any **Excess** if:

- **We** agree that the **Accident** that led to the claim was totally the fault of a third party; and
- **You** can provide **Us** with that third party's name and address or information leading to the identification of the third party.
- **We** will also not apply an **Excess**, regardless of the **Driver** age, if:
  - (i) A valet was parking **Your Vehicle**; or
  - (ii) The **Vehicle** was being repaired or serviced, occasioning damage or loss.

## Understanding Your policy

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

- About each of the available types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings - see the "Definitions" section found on pages 10 - 11);
- "Conditions and Exclusions" section found on pages 26 - 28 and "Making a claim" section found on page 15 (these set out certain obligations that **You** and **We** have. If **You** do not meet them **We** may be able to refuse to pay a claim); and
- "Important terms and conditions" found on pages 7 which contains details regarding important information on **Your** duty of disclosure, our Privacy Policy and **Our** dispute resolution process.
- When **You** apply for the **Policy** by completing our proposal **We** agree with **You** on things such as:

The **Period of Insurance**, **Your Premium**, what property **You** want to cover, the limits **You** want for certain covers, (if optional), the **Excess(es)** that will apply to **You** or others and whether any standard terms need to be varied (this may be by way of an endorsement).

These details are recorded in the schedule **We** issue to **You**.

All monetary amounts referred to in this Product Disclosure Statement and the **Policy** Wording refer to Australia Dollars.

## Factors that affect Your premium

The base **Premium We** charge varies according to **Your** risk profile and how extensive the level of cover is **You** select. The following table is a guide to how these factors combine and may impact upon the assessment of risk, and therefore the amount of **Your Premium**.

FACTOR	LOWER RISK – REDUCES PREMIUM	HIGHER RISK – INCREASES PREMIUM
State where <b>Vehicle Garaged</b>	TAS,WA, SA, NT	NSW, VIC, QLD
Region	Country	Metropolitan
Type of <b>Vehicle</b>	Classic or Prestige <b>Vehicle</b>	Modified or High Performance
Sum Insured	Lower Value	Higher Value
<b>Vehicle</b> Use	Limited Use	Commuting and Business Use
Age/Experience of <b>Driver/Rider(s)</b>	Older or more experienced	Younger or less experienced
Claims History	Low frequency of claims	High frequency of claims



## How do I apply for cover?

### Read this Booklet carefully

- It explains the cover provided, limitations and Exclusions.

### Fill in and sign the proposal

The proposal tells **Us** information which **We** need to know in order to decide whether to offer **You** insurance, the premium to be charged, any **Excess** applicable to any claim and whether any special conditions should be imposed on **Your Policy**.

Before **You** fill in the proposal read all notices carefully including this Product Disclosure Statement (PDS) and any Supplementary PDS (SPDS), **Our** Financial Services Guide (FSG) and any Statement of Advice (SOA) to assist in **Your** decision that **Our** product meets **Your** needs.

Based on the proposal **We** will tell **You** if **We** will agree to cover **You**. If **We** do, **We** will issue **You** with a **Schedule** setting out details of the cover provided to **You** by the **Policy**.

### Joint Policyholders

If **Your Policy** is insured in more than one name, each named party shall have ability to make changes to **Your Policy** with our agreement. **We** will treat any act, omission, statement, claim or cancellation as being made by all of those persons named on the **Policy**.

### Keep in a safe place:

- This Booklet
- And **Your Schedule**.

Please read both carefully and if **You** need help, please ring **Your** insurance broker (where **You** have sourced this **Policy** through one) or One Underwriting.

### Renewal Procedure

Before the **Policy** expires, **We** will advise **You** whether **We** intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

## Definitions

**Accessories** means only accessories covered by the definition of **Your Vehicle**.

**Accident** means an unforeseen or unintended happening occurring at an identifiable time and place during the **Period of Insurance**, with **Accidental** having a corresponding meaning.

**Agreed value** is the value of **Your Vehicle** agreed by **Us** and **You**, and stated on **Your Schedule**.

**At Fault** means that **You** were responsible for an **Insured Event** or where **You** are unable to provide full details of the responsible party.

**Authorised Driver** means any person named on **Your Policy Schedule**, or a person of the **Prescribed Age** who will be in control of **Your Vehicle** for less than 2% of the time during the **Period of Insurance**. In the case of motorcycles, the **Authorised Driver** is the **Rider** in control of **Your** motorcycle.

**Communal Garage** means a parking arrangement which has four solid walls and roof inclusive of any entry and exit points which are secured by locking mechanisms with restricted public access.

**Driver** or **Driving** and **Rider** or **Riding** having a corresponding meaning, and is the person in control of **Your Vehicle**.

**Employee** means any person under a contract of service or apprenticeship with **You**, person employed by labour only sub-contractors, self employed person, person hired to or borrowed by **You**, person undertaking study or work experience, voluntary work or **Youth** training scheme with **You**.

**Excess** means the first amount which is payable by **You** in relation to any loss and is set out in the **Schedule**.

**Excepted Person** means a person in control of **Your Vehicle** who at the relevant time is:

- A member of the motor trade or a motor engineer for the purposes of overhaul, upkeep, repair or sale;
- Under or over the **Prescribed Ages** shown in **Your Schedule**, and in control of **Your Vehicle** 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 in control of a person other than **You** or an **Authorised Driver**;

**Forcible** or **Violent** means that there must be physical evidence demonstrating theft or an attempt at theft with an item other than a key.

**Garage** (with **Garaged** having a corresponding meaning) means a lockable area of four solid walls and roof inclusive of any lockable doorways of entry and exit. It does not include a **Communal Garage** or carport arrangement.

**Insured Event** means any event where **Your Vehicle**:

- (a) Is involved in an **Accident** and is damaged;
- (b) Is stolen;
- (c) Suffers **Malicious Damage**.

**Insured Value** means either **Market Value** or **Agreed Value**, whichever is specified in the **Schedule**.

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

**Market Value** means the value **We** determine as being the replacement cost of **Your Vehicle** with another of the same make, model and series at the time of **Your Total Loss**.

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

**Period of Insurance** means the period during which this **Policy** is current and is shown on **Your Schedule** as the dates between inception and expiry of the **Policy** period. If this **Policy** is cancelled, the **Period of Insurance** terminates when the cancellation becomes effective.

**Personal Property** means personal portable goods kept within **Your Vehicle** and not permanently affixed. Cash, credit/debit cards, and negotiable instruments are not personal property.

**Policy** means **Our** contract with **You**, which is comprised of:

- **Your** completed proposal;
- **Your Schedule**;
- this product disclosure statement and **Policy** wording; and

- any variations or changes to the above which occur either before or during the **Period of Insurance** with **Our** written consent

**Premium** means the amount **We** tell **You** that **You** must pay **Us** for **Your Policy**, including stamp duty, goods and services tax (GST) and other government charges.

**Prescribed Age** means the age shown on **Your Policy Schedule** that any **Authorised Driver** must be, to be covered under this **Policy**.

**Race track or testing ground** means an open (but temporarily closed to the public) road, whether permanent or temporary, sealed or unsealed which is used as a competition track or testing ground for the purpose of racing, testing, demonstration or time trials.

**Reasonable Cost** means for the purposes of determining what **We** will pay for repairs to **Your Vehicle**, is the cost to return **Your Vehicle** to a condition substantially the same as, but not better than, its condition before it was damaged up to the maximum amount payable by **Us**.

In considering what is **Reasonable Cost**, **We** will instruct the repairer to use new parts or parts consistent with the age and condition of **Your Vehicle**.

**Schedule** means the most current Collector & Specialty Motor **Vehicle Insurance Schedule** issued to **You** by **Us**. It shows **Your Policy** number and other details of cover particular to **You**.

**Sum Insured** means the **Agreed Value** or **Market Value** as shown on **Your Policy Schedule**.

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

**Unattended** means any time when there is no person in control of **Your Vehicle** with **Your** permission or the permission of an **Authorised Driver** and is unlocked and/or security devices installed not deployed.

**We, Our or Us** refers to One Underwriting Pty Ltd Ltd as Coverholders for Certain Underwriters at Lloyd's as the insurer.

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

**Your Vehicle** is the insured property described on **Your Schedule**. It includes **Accessories** and equipment, which were attached or fixed to **Your Vehicle** at the time it was sold as new. It also includes any other **Accessories** and equipment attached or fixed to **Your Vehicle**, where they are specified on **Your Schedule** as covered by this **Policy**.

## Important Terms and Conditions

### Your Duty of Disclosure:

Before **You** enter into a contract of insurance, **You** have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything **You** know, or could reasonably be expected to know, that may affect the insurer's decision to insure **You** and on what terms. This includes **Your** driving record, criminal and insurance history.

**You** have that duty after proposal, and up until the time the insurer agrees to insure **You**. **You** have the same duty before **You** renew, extend, vary or reinstate a contract of insurance.

**You** do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge
- **Your** insurer knows or should know as an insurer; or
- the insurer waives compliance with **Your** duty of disclosure.

If **You** are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact **Us** or **Your** appointed insurance broker.

### Non-disclosure

If **You** do not tell your insurer anything **You** are required to, the insurer may cancel your contract or reduce the amount that it is required to pay **You** if **You** make a claim or both. If **Your** failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Some words and expressions have been printed in bold because they have been given a specific meaning in this **Policy**. **You** will find their meaning in Definitions section on pages 10 and 11.

## Privacy Consent and Disclosure

In this statement “**We**”, “**Us**” and “**Our**” means Lloyd’s and One Underwriting Pty Ltd as its agent.

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

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

- **We** protect **Your** personal information;
- **You** may access **Your** personal information;
- **You** may correct **Your** personal information held by **Us**;
- **You** may complain about a breach of the Privacy Principles or Registered Privacy Code and how **We** will deal with such a complaint.

**We**, and **Our** agents, need to collect, use and disclose **Your** personal information in order to consider **Your** application for insurance and to provide the cover **You** have chosen, administer the insurance and assess any claim. **You** can choose not to provide **Us** with some of the details or all of **Your** personal information, but this may affect **Our** ability to provide the cover, administer the insurance or assess a claim. **We** may also use **Your** personal information to help to develop and identify products and services that may interest **You**, conduct market or customer satisfaction research, develop, establish and administer alliances and other arrangements with external organisations in relation to the promotion, administration and use of **Our** respective products and services. **You** can choose not to receive this information from **Us** (including product or service offerings from **Us** or on behalf of **Our** affiliates and business partners) or related bodies by contacting **Our** Privacy Officer or by completing and submitting a Personal Information Request Form available at <http://oneunderwriting.com.au/OneUnderwriting/media/Documents/personal-information-request-form.pdf> or by calling the Privacy Officer 03 9211 3700.

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

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

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

**You** are entitled to access **Your** information if **You** wish and request correction if required. **You** may also opt out of receiving materials sent by **Us** by contacting the One Underwriting Privacy Officer as per the following:

One Underwriting Pty Ltd  
Privacy – Legal & Compliance  
Level 50, 80 Collins Street  
Melbourne VIC 3000

t: 03 9211 3700

e: [oneunderwriting@oneunderwriting.com.au](mailto:oneunderwriting@oneunderwriting.com.au)

## Cooling off period

**You** may cancel and return **Your Policy** by advising One Underwriting in writing within twenty-one (21) days after **We** enter into it, provided **You** have not made a claim under the contract. If **You** do this, **We** will cancel the **Policy** and refund **Your Premium**. After the cooling off period **You** still have cancellation rights - see “**Your cancellation rights**” in this section.

### Confirmation Facility

**You** may obtain confirmation of any **Policy** transaction by calling One Underwriting at;

t: 03 9211 3700

f: 03 9211 3740

e: motorsolutions@oneunderwriting.com.au

### When does the insurance cover begin?

The insurance begins on the date stated on **Your Schedule**, this will usually be the same date as **Your** Interim Certificate unless **You** specifically advise **Us** that another date is required.

If **We** agree to vary **Your Policy**, the variation will operate from the date **We** tell **You**, but only if **You** pay any additional **Premium** that **We** require in relation to that variation in accordance with **Your** instructions.

### When does the insurance cover end?

It ends on the expiry date stated on **Your Schedule** at 4 pm local time. It may however end before the expiry date on **Your Schedule** if:

- **We** cancel **Your Policy**;
- **You** cancel **Your Policy**; or
- **We** pay a claim for the total insured value of **Your Vehicle**.

## Cancellation

### Cancellation by Us

**We** may cancel **Your Policy** only in accordance with the Insurance Contracts Act 1984. **We** will do so by giving **You** a written notice. After deducting the **Premium** for the **Period of Insurance** up to the date of cancellation, **We** will refund to **You** the balance of any **Premium** paid by **You**.

### Cancellation by You

**You** may cancel **Your Policy** at any time by giving **Us** a written notice.

On receiving the written notice, after deducting an amount for the period of cover given to **You**, **We** will charge **You** a cancellation fee of \$30 plus the applicable government charges for each **Vehicle** **You** cancel. If there is more than one **Vehicle** on **Your Policy** which **You** cancel, the most **We** will charge **You** is \$60 plus the applicable government charges.

A cancellation fee will not apply if;

- **You** are transferring cover to a newly purchased **Vehicle**;
- **You** cancel the **Policy** within the Cooling Off period;
- **We** cancel the **Policy**.

After **We** deduct the cancellation fee **We** will then refund to **You** the balance of any **Premium** paid by **You** plus the applicable government charges where **We** can do so by law. If the refund amount is less than the cancellation fee, **We** will not issue a refund and not charge **You** any additional amount to cover the difference.

## Premium

Premiums will become payable on an annual basis either:

- When **We** enter into **Your Policy** or on a variation to **Your Policy**; or
- Otherwise in accordance with **Our** instructions, (such as in the event of an annual kilometre adjustment).

If **Your Vehicle** is determined by **Us** to be a **Total Loss**, any outstanding **Premium** will be deducted by **Us** from the amount payable to **You**.

## Other Costs, Fees and Charges

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

- Cancellation Fee - Please refer to the "Cancellation by **You**" section of the Product Disclosure Statement for details about the applicable cancellation fee;
- Administration Fee – Where this **Policy** is arranged through an intermediary **Your** broker or insurance intermediary may charge an administration fee for issuing **Your Policy**. For details of **Your** administration fee please refer to **Your Policy Schedule**, FSG, SOA or contact **Your** broker or insurance intermediary directly;
- Commissions - **Your** broker or insurance intermediary 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, SOA or contact **Your** broker or insurance intermediary directly.

## No claim bonus

A no claim bonus is a benefit **We** give **You** to reward **You** for **Your** motor insurance history. **Your** Premium is calculated prior to **Your** no claim discount application and **Your** premium may increase based on claims experience, regardless of whether **Your** no claims discount alters. To qualify for a no claim bonus:

- **You** must give **Us** written proof from **Your** previous **Vehicle** insurer of the number of claim free years **You** have had; and
- **Your** previous **Vehicle** insurance must have run out or been cancelled in the last year and be of a type acceptable to **Us**, (for example if **You** are applying for comprehensive insurance, but have only previously had third party property damage cover).
- **Your** no claim bonus depends on the number of claim free years that **You** have had.

**We** will tell **You** **Your** entitlement to a no claim bonus.

If:

- **You** and **Your** spouse have been jointly **driving** a **Vehicle**;
- **You** or **Your** spouse have a no claim bonus for that **Vehicle** from **Us** or another insurer who works out entitlements to a no claim bonus in a similar way to **Us**; and
- **You** or **Your** spouse buy a second **Vehicle** then **Your** no claim bonus entitlement extends to **Your** spouse and/or the second **Vehicle**.

## Faultless no claim bonus

**We** will not reduce **Your** no claim bonus if **You** can satisfy **Us** that:

- The event that led to the claim was totally the fault of a third party and **You** can tell **Us** their name and address; or
- The claim is **Your** first claim during the **Period of Insurance** under **Your Policy** for damage to **Your** windscreen or external glass only.

## Making a claim?

If an **Accident** occurs giving rise to a claim by **You** on **Your Policy**, then **You** or the person making the claim must:

Tell **Us** without delay by telephoning the Claims Assistance Hotline:

### Proclaim

Locked Bag 32012  
Collins St East, VIC 8003

t: 03 9660 5255

f: 1300 858 329

e: oneuwmotor@proclaim.com.au

or by calling **Your** insurance broker.

Proclaim is authorised by **Us** to handle and settle claims on **Our** behalf. **You** must;

- Do everything reasonable to limit the loss or damage and prevent further loss or damage;
- Where appropriate, report the event to the Police as soon as **You** can after it occurs. Events, which **You** have to report to the Police, include **Accidents** involving bodily injury, thefts or suspected theft of or malicious damage to **Your Vehicle**;
- Complete and send to **Us** the claim form Proclaim sent to **You**;
- Provide **Us** with any reasonable assistance and information that **We** request in relation to the claim. This may mean giving written statements or documents to **Our** representative or **Us**. **We** may require **You** or the person claiming to go to Court to give evidence;
- Not admit liability, settle or defend a claim or enter into an agreement that limits **Our** right to recover damage, without **Our** written consent.
- Please keep evidence of ownership and value of **Your Vehicle** and any **Accessories**. **You** may need them if **You** have to make a claim.

### If **You** make a valid claim **We** may:

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

If **You** or any person covered by **Your Policy** receive any letters or Court documents about any event that may result in a claim, **You** must notify **Us** and send them to **Us** as soon as possible.

### How **We** Settle **Your** claim

The basis of settlement will be at **Our** option to pay the cost of;

- Repairing **Your Vehicle**
- Pay **You** the cost to repair **Your Vehicle** provided such payment does not exceed the **Insured Value** shown in the **Schedule** at the time of the loss or the **Agreed Value** if such value is shown in the **Schedule**.

However ;

- Where **Your Vehicle** is determined by **Us** as a **Total Loss**, at **Your** option **We** will pay **You** the **Insured Value** (as shown in **Your Policy Schedule**) or if eligible replace **Your Vehicle** under the Two Year New **Vehicle** Benefit, see page 20.

### If **Your Vehicle** is a **Total Loss**

- This **Policy** and our obligation to **You** ends if **We** agree to pay **Your** claim as a **Total Loss**. Any outstanding premium will be deducted from **Your** settlement amount and the total premium amount paid for **Your Policy** will not be refunded.

## Betterment of Your Vehicle

If repairs made to **Your Vehicle** leaves it in a better condition than before it was damaged, **We** may ask **You** to contribute to the repair cost. If, **We** ask **You** to contribute **We** will explain the reasons behind **Our** request, the amount of such contribution and how to pay.

## Interests of Financiers

This provision applies:

- If a finance provider has an interest in **Your Vehicle**, and
- **We** are told in writing of the finance provider's interest before a claim is paid.

If **We** propose to meet a claim for **Your Vehicle** by direct payment to **You**, **We** will pay **You** the difference between the amount owing to the financier and the amount payable.

## Goods and Services Tax (GST)

Any payment to be made under **Your Policy** is subject to the following GST provision.

Any claim payments made under **Your Policy** will be based on GST inclusive costs (up to the total **Insured Value**). However, if **You** are or would be entitled to claim any input tax credits for the repair or replacement of **Your Vehicle**, **We** will reduce any claim under **Your Policy** by the amount of such input tax credits. **Insured Values** and maximum amounts set out in **Your Policy** are inclusive of GST.

This **Policy** does not cover any amount of GST, or any fine, penalty or charge that **You** are liable for because of a failure to disclose, misstatement or misrepresentation made by **You**, in relation to **Your** entitlement to an input tax credit for the **Premium**. **You** must tell **Us** if **You** become aware that the extent of **Your** entitlement to an input tax credit for **Your Premium** disclosed to **Us** is incorrect or changes.

## Keeping Up To Date

**You** need to tell **Us** immediately if;

- **You** have an **Accident** or an incident which may give cause to claim on this **Policy**.
- **You** change the frequency of use of **Your Vehicle**, (i.e no longer able to comply with an annual kilometer limit granted for a **Premium** discount).
- **You** or anyone else who is expected to drive **Your Vehicle** has over the previous five (5) years had changes to their driving, criminal or insurance history or any criminal history whether current or spent for the previous ten (10) years prior to the **Policy** inception not disclosed in **Your** original proposal form/declaration to **Us**.
- **You** change address, the usual garaging address or type of garaging situation.
- **You** modify or add new **Accessories** to **Your Vehicle** which are not shown on the **Policy Schedule**.
- **Your Policy Schedule** is incorrect.

## How to change Your Policy

If **You** wish to change any information on **Your Schedule**, **You** must make a written request to **Us** setting out:

- The requested changes to the information contained on **Your Schedule**; and
- The reasons for the requested change(s).

**Your** requested change(s) will become effective:

- If **We** inform **You** in writing that **We** agree, and
- **You** pay any additional **Premium** required by **Us** in accordance with **Our** instructions.



## Dispute Resolution

**We** are committed to handling any complaints about **Our** products or services efficiently and fairly.

If **You** have a complaint please contact One Underwriting on (03) 9211 3700 or [oneunderwriting@oneunderwriting.com.au](mailto:oneunderwriting@oneunderwriting.com.au) if **You** have any concern about **Our** services or any product **We** have provided.

If **You** are not satisfied with the resolution of **Your** complaint or the manner in which it has been handled, please contact **Our** Complaints Manager, who will attempt to resolve it in accordance with **Our** Complaints Procedures. **You** may obtain a copy of procedures from **Our** Complaints Manager.

Level 50, 80 Collins Street  
Melbourne VIC 3000

t: 03 9211 3700

e: [oneunderwriting@oneunderwriting.com.au](mailto:oneunderwriting@oneunderwriting.com.au)

If **Your** complaint is not satisfactorily resolved within fifteen (15) business days or **You** are not happy with **Our** response to **Your** complaint, **You** may request that **Your** matter be reviewed by management by writing to:

Lloyd's Underwriters' General Representative in Australia  
Level 9, 1 O'Connell Street,  
Sydney NSW 2000

t: 02 8298 0700

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

Contact details are:

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3000

t: 1300 780 808 (local call fee applies)

e: [info@fos.org.au](mailto:info@fos.org.au)

### **In the event of a legal dispute:**

The Insurers hereon agree that:

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

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

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

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

# Section 2

## Collector & Specialty Motor Insurance Policy Wording

### What We insure under this Policy

(d) Loss or damage to **Your Vehicle**

(e) Third party property damage

Each type of insurance is described in this section.

### Who We insure under this Policy

This **Policy** only provides cover for

- **You**;
- **Authorised Drivers**; and
- **Excepted Persons**.

**You** should note there are:

- Limits to the amount **We** will pay if there is a claim;
- Exclusions – these are things or events **We** do not cover; and
- Conditions – these are things

**You**, or a person covered under **Your Policy** must do and, if **You** or that person do not do them, **We** may refuse to pay a claim and/or cancel **Your Policy**.

**Your Schedule** may set out additional limits, Exclusions or conditions that apply to **Your Policy**.

### The meaning of certain terms

To understand **Your Policy**, **You** need to understand what **We** mean by certain common terms. These common terms are explained in the Definitions in Section 1 of this Booklet.

### Geographic coverage

Subject to Sections 1 and 3, **Your Policy** covers **Your Vehicle** during the **Period of Insurance** while it is:

- In Australia; and
- Being transported by road, rail, sea or air between any places in Australia.

### A – Loss or damage to Your Vehicle

#### A.1 Your cover

If **Your Vehicle** is involved in, or the subject of, an **Insured Event** during the **Period of Insurance**, **We** will in **Our** total discretion, do one of the following:

Pay **You** the **Reasonable Cost** to repair **Your Vehicle**;

- Arrange and pay for the repair of **Your Vehicle**; or
- If **Your Vehicle** is a **Total Loss**, pay **You** the **Insured Value** of **Your Vehicle** as specified in the **Schedule**, less any applicable **Excess(es)**.

#### Accessories, Modifications or Options

If **You** advise **Us** of, and **We** agreed to cover, any **Accessories**, modifications or options fitted to **Your Vehicle** these are also covered within the **Insured Value**. If **We** agree to cover such **Accessories**, modifications or options they will be listed on **Your Schedule**.

## Financed Vehicle – Total Loss

### If Your Vehicle:

- Was purchased new;
- Has been insured under **Your Policy** from the date of purchase; and
- Is the subject of a finance agreement, in respect of which **You** have entered into.

**We** will cover **You** or the financier of the **Vehicle** in the event of a **Total Loss**, and only where required by the financier of the **Vehicle** where the payout of the **Vehicle** is greater than the **Insured Value** shown on **the Schedule**. Provided that such liability shall not exceed 5% of the **Insured Value** at the time of the loss, less any payments and interest in arrears at the time of the **Insured Event**; and any discount in respect of finance charges and/or interest for the unexpired term of the finance agreement.

### What is the maximum amount We will pay?

**We** will pay no more than the **Insured Value** of **Your Vehicle** for any claim made under this Section 2 Part A. See also GST provision on page 16, which applies.

### Essential Temporary Repairs

If **You** have an **Accident** and **Your Vehicle** is damaged, **You** may arrange essential temporary repairs for **Your Vehicle** of up to \$500 so **You** can get **Your Vehicle** to **Your** destination or a repairer. **Excesses** may be applicable to this benefit.

### Repairers

**You** may choose the repairer of **Your Vehicle**. However, **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 for **Reasonable Cost** of repairs to **Your Vehicle**, **We** will authorise the repairer to carry out the repairs.

However, if **We** do not consider **Your** quotation is the **Reasonable Cost** of repairs, **We** will pay **You** the amount that **We** determine to be the **Reasonable Cost** for repairs to **Your Vehicle**. This amount will be determined by a **Vehicle** assessor appointed by **Us** inspecting the damage to **Your Vehicle**, and reviewing, adjusting and/or amending **Your** repairer's quotation. **We** may also compare **Your** repairer's quotation with a quotation **We** obtain from a repairer **We** choose.

If **We** do not authorise repairs and **We** pay **You** the amount **We** determine would be the **Reasonable Cost** for the repairs, **We** will not guarantee the quality of workmanship and materials.

### If We elect to repair Your Vehicle:

When **Your Vehicle** is repaired and is within the manufacturer's new **Vehicle** warranty period, **We** will use original equipment (OEM) parts when **We** authorise repairs to **Your Vehicle**. However Australia Design Rule (ADR) compliant parts may be used for the replacement of windscreens and window glass. Where **Your Vehicle** is outside the manufacturer's new **Vehicle** warranty period, **We** may use reusable parts or parts that are not manufactured by a supplier to the **Vehicle**'s original manufacturer which:

- (vi) are consistent with the age and condition of **Your Vehicle**;
- (vii) do not affect the safety or the structural integrity of the **Your Vehicle**;
- (viii) comply with the **Vehicle** manufacturer's specifications and applicable Australia Design Rules;
- (ix) do not adversely affect the post-repair appearance of **Your Vehicle**; and
- (x) do not void or affect the warranty provided by the **Vehicle** manufacturer.

In repairing the **Your Vehicle**, **We** may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

**We** guarantee workmanship of the repairs authorised by **Us** for the life of the insured **Vehicle** and is in addition to **Your** statutory rights against the repairer and warranties that **You** have from the repairer directly.

Wear and tear is not covered by this guarantee.

If any part or **Accessory** is unobtainable following an **Accident** which is the subject of a claim under this section, **We** will only pay the latest printed list price of such item in Australia or the cost of a comparable item for a similar make of **Vehicle** plus the reasonable cost of fitting.

**You** or **Your** repairer must obtain **Our** written agreement to start repairs before **We** will accept responsibility for them, except for Essential Temporary Repairs up to \$500.

- **You** must make **Your Vehicle** available for inspection by **Us** at any reasonable time when **We** request it; and
- Comply with the Claims procedure or other procedure as detailed in this document.

### **Lifetime Guarantee for Repairs**

For repairs authorised by **Us**, **We** guarantee the quality of workmanship and materials for the life of the **Vehicle** (subject to wear and tear). **You** must give **Us** the opportunity to inspect **Your Vehicle**. If **You** choose **Your** own repairer, and the repairs are not authorised by **Us** **We** may not guarantee the quality of workmanship and materials for the life of the **Vehicle**.

### **A.2 Additional Benefits**

**We** give **You** the following additional cover in relation to a valid claim under “**Your cover**” Section 2 Part A .1 (see pages 18):

#### **Two Year New Vehicle Benefit**

This benefit is not applicable to Trailers.

If **Your Vehicle** was purchased new by **You** and it becomes a **Total Loss** within twenty-four (24) months from when it was first registered, **We** will at **Your** option:

- Subject to availability, replace **Your Vehicle** with a new **Vehicle** of the same make and model and with the same **Accessories** as are shown on **Your Schedule**; or
- Pay the **Insured Value**.

**We** will only be obliged to replace **Your Vehicle** with a new **Vehicle** of the same make and model and with the same **Accessories** as are shown on **Your Schedule** if **We** are able to source, supply and/or order a new **Vehicle** of the same, make, model and series or its equivalent superseded version within thirty (30) days of deeming **Your Vehicle** a **Total Loss**. If **We** cannot replace **Your Vehicle** with a new **Vehicle**, **We** will pay **You** the **Insured Value**.

If **We** do replace **Your Vehicle**, **We** will also cover:

- On-road Costs including stamp duty, GST, and registration (minus any deduction from a refund of **Your Vehicle** deemed to be a **Total Loss**); and
- Delivery charges; and
- Luxury car tax; and
- The **Reasonable Costs** in getting **You** to the **Vehicle** in Australia, if the **Vehicle** is located more than 100km from **Your** home; and **We** will also continue **Your Policy** in place until the existing expiry date.

#### **Recoding and re-keying locks**

If, as the result of an **Insured Event** **Your Vehicle** requires locks to be replaced, re-keyed or recoded, **We** will pay up to \$2,000 in any one **Period of Insurance**.

#### **Riding Apparel cover – applicable to motorcycles only**

If **Your Motorcycle** is involved in an **Insured Event**, **We** will pay for loss or damage to **Motorcycle** specific **Riders** apparel, such as; helmets, riding boots, leather jackets and trousers, gloves or any other item worn by the **Rider** or pillion passenger.

**We** will not pay;

- More than \$3,000 in total for the **Rider** and any and all pillion passengers (if applicable); and
- More than \$1,000 per item, in any one **Period of Insurance**.

**We** may ask for proof of ownership of these items, including receipts for items less than twelve (12) months old.

### **Tools and Spare Parts**

We will pay the replacement cost of (but not more than \$300 in the **Period of Insurance**) for loss or damage to tools and spare parts which are **Your** personal property and which are kept on or inside **Your Vehicle**, as the result of, or caused by an **Insured Event**.

We will not pay for loss or damage to tools and spare parts which **You** use in the course of **Your** employment, **Your** business or any other activity from which **You** earn an income.

### **Towing and Storage Costs**

If **Your Vehicle** is damaged as a result of an **Insured Event** and is unsafe, unroadworthy or not able to be driven, **We** will pay the **Reasonable Costs** of removing it to the nearest repairer, the nearest place of safety, or any other reasonable place **We** choose.

### **Express Freight**

If **You** make a claim (other than a windscreen claim) which is covered by this **Policy**, **We** will pay the **Reasonable Costs** (but not more than \$3,000) towards the cost of express air freight to import the parts necessary to repair **Your Vehicle**, if the parts are not obtainable in Australia.

### **Trailer cover**

If a trailer owned by **You**, but not shown on **Your Schedule**, is attached to **Your Vehicle** and is damaged in an **Accident**, **We** will pay the **Reasonable Cost** of repairs of the trailer (but not more than \$1,000 in total) after deduction of the applicable **Excess(es)**.

### **Accommodation and Travel**

If **You** are more than 100 kilometres from **Your** usual place of residence and **Your Vehicle** becomes unable to be driven due to an **Insured Event**, **We** will pay the actual costs for essential accommodation and travelling expenses incurred by **You** and passengers travelling within **Your Vehicle** at the time of the **Insured Event**.

However, **We** will not pay more than \$250 per day, up to \$2,500 in total for **You** and all of **Your** passengers.

### **Personal property**

Provided **Your Vehicle** is not a **Vehicle** primarily designed for the carrying of goods, if personal property owned by **You** is damaged due to an **Insured Event** **We** will pay at **Our** option the **Reasonable Cost** of repairs or the **Reasonable Cost** of replacement of that personal property up to \$150 per item and \$500 in total for the **Period of Insurance**.

Payment of the **Reasonable Cost** of replacement of any item of personal property will be subject to an allowance for depreciation based on age and wear and tear.

However **We** do not cover tools and spare parts which **You** use in the course of **Your** employment, **Your** business or any other activity from which **You** earn an income. Cash, credit/debit cards, and negotiable instruments are not personal property.

### **Hire Vehicle after Insured Event**

If **Your Vehicle** is noted on the **Policy Schedule** for "Regular or Daily Use" and is lost or damaged due to an **Insured Event**, **We** will pay the costs of hiring a replacement **Vehicle**, up to a maximum amount of \$100 per day.

However **We** will only pay:

- (k) If **You** have informed **Us** about the **Insured Event** (and the police if **Your Vehicle** is stolen); and
- (l) Until the earlier of the time when:
  - (i) If **Your Vehicle** was stolen, it is returned to **You** in a similar condition as it was prior to the theft, or is replaced by **Us**, or declared a **Total Loss**;
  - (ii) If **Your Vehicle** was damaged, twenty four (24) hours after repairs are completed, or is declared a **Total Loss**; or
  - (iii) Fourteen (14) days from the date of the **Vehicle** being handed over to the repairer.

**You** must pay all running costs and extras of the hired **Vehicle**, including insurance and any deposits required. If **Your** claim is refused by **Us** or withdrawn, **You** must repay **Us** any amount paid to **You** under this benefit.

### **No Claim Bonus Protection**

If this benefit is shown on **Your Schedule**, **Your** no claim bonus as shown on **Your Schedule** is protected for life with **Us**.

As Premiums are calculated prior to the application of **Your** no claims bonus protected status, **Your** Premium may increase based on claims experience, regardless of the rating protection status.

If **You** have insured with **Us** and **You** Were entitled to a protected no claim bonus with a previous insurer, **We** will continue to provide that benefit, provided **You** supply **Us** with evidence of such.

If **You** have been insured with **Us** on a Rating 1 benefit for three (3) consecutive years and have had no at fault claims, **We** will provide **You** with no claim bonus protection.

### **Windscreen and Window Glass damage only**

If **You** have a claim for windscreen or external window glass damage **We** will not pay for;

- Replacement of rubbers or sealant due to wear, tear or deterioration;
- Chips or scratches which do not extend through the entire thickness of the glass or do not affect the integrity of the glass;
- Airfreight;
- If **Your Vehicle** is insured for Laid Up Cover only.

However, if **We** do pay a claim for windscreen damage **You** will not be required to pay the **Policy Excess** for the first such claim during the **Period of Insurance**. The **Policy Excess** will be payable by **You** for any second or subsequent claim for windscreen damage during the **Period of Insurance**.

### **Retention of salvage**

Where **We** class **Your Vehicle** as a classic **Vehicle** and this is shown on **Your Schedule**:

- If **Your Vehicle** is older than thirty (30) years and due to an **Insured Event** is deemed a **Total Loss**, **You** may keep the salvage.
- If **Your Vehicle** is less than thirty (30) years old and due to an **Insured Event** is deemed a **Total Loss**, **We** will keep the salvage. If **You** would like to retain the salvage **You** have first option to purchase at its **Market Value**.

However;

- If **Your Vehicle** is stolen and **We** pay **You** for a **Total Loss**, any salvage received will become **Our** property regardless of the age of the **Vehicle**.

### **Change of or Additional Vehicle**

If **You**:

- Buy a **Vehicle** to replace **Your Vehicle** or buy an additional **Vehicle** and the value of the replacement or additional **Vehicle** does not exceed \$100,000 or \$50,000 in the case of motorcycles;
- Inform **Us** in writing within thirty (30) days from the date **You** buy it; and
- Pay any reasonable additional **Premium** required by **Us**,

**We** will transfer the cover under **Your Policy** to **Your** replacement and/or additional **Vehicle** for the balance of the **Period of Insurance**, provided **We** agree to continue to insure such.

The maximum amount payable under this part of **Your Policy** is the purchase price of **Your** replacement and/or additional **Vehicle**.

This clause does not apply where the purchase of **Your** replacement **Vehicle** follows a **Total Loss** which has been paid by **Us**.

### **Funeral Expenses**

If as the result of an **Insured Event**, an **Authorised Driver** suffers an injury which causes their death during the **Period of Insurance**, or within six (6) months of the expiry of this Policy, **We** will pay the actual funeral expenses for the deceased **Driver** (but only up to \$5,000).

### What is the maximum amount payable under these additional covers?

The maximum amount payable under these additional covers for any and all claims arising out of one event is set out in each paragraph. These amounts are in addition to the **Insured Value of Your Vehicle** and if **We** agree to insure such will be shown on **Your Schedule**.

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

### A.3 Optional extensions

If **You** choose and **We** agree to include any of the following Optional extensions, they will be shown on **Your Policy Schedule**.

#### Club or Concessional Registration

Where **You** are a member of a registered enthusiast club and obtain concessional or club registration, **You** are entitled to a reduced premium rate.

**We** will not pay

- Any claim where **You** have not informed **Us** of a change from concessional registration to full registration.
- Any claim where **You** have not complied with the relevant law in **Your** jurisdiction regarding the usage and limitations of the Usage of this registration type.

#### Collectable Caravan Cover

If a collectable or period reproduction caravan owned by **You** and shown on **Your** schedule suffers a loss or damage, **We** will at our option;

- pay the **Reasonable Cost** to repair **Your** caravan; or
- arrange for the repair of **Your** caravan; or
- if **Your Vehicle** is a **Total Loss**, pay **You** the **Insured Value** of **Your** caravan, less any applicable **Excess(es)**.

However **We** will not pay for loss or damage to as a result of theft or attempted theft or malicious damage unless there has been forcible or violent entry to **Your** locked collectable caravan. The most **We** will pay for period assessories is \$500, unless a higher value is shown on **Your** schedule.

#### Laid Up Cover

Laid Up cover is a limited cover for damage to **Your Vehicle** only, where **Your Vehicle** is in storage or undergoing restoration. Subject to the following conditions and any general Exclusions in this **Policy**:

**We** will only cover **Your Vehicle** under this Extension where it is;

- Kept in **Your** home locked **Garage**; or
- At a **Garage**, workshop or related place of business undergoing work, restoration or storage; or
- At a club event; or
- Being loaded or unloaded for transport purposes.

**We** will not pay under this Extension;

- For any loss, damage or legal liability in connection with driving **Your Vehicle** under its own power;
- Any **Vehicle** or parts not kept in a locked **Garage**, unless agreed to by **Us** in writing;
- Any windscreen benefit.

#### Limited kilometre Use Options

If **You** do not drive **Your Vehicle** on a daily basis, **Premium** discounts are available for Limited Use (“Limited Use or “Extreme Limited Use”) of **Your Vehicle**. If **We** offer a reduced Usage discount and **You** agree to such by the payment of **Your** reduced **Premium**, **You** agree to inform **Us** if **Your** Limited Use or Extreme Limited Use exceeds the amount set out below by 10% or more.

Limited Use is either:

- Limited Use for annual kilometre Usage of up to 6,000km; or
- Extreme Limited Use for annual kilometre Usage of up to 3,000km; and not used daily

If **We** are advised of a change in **Your** annual kilometre use of **Your Vehicle** by 10% or more, **You** may have to pay an additional **Premium**.

### Vehicle Collection Option

Where **You** own a collection of **Vehicles**, **You** can elect to insure them all for Comprehensive Cover, but limit the number of **Vehicles** that may be driven on the road at any one time.

The number of **Vehicles** **You** elect to be driven at any one time will determine the **Premium** discount available.

The number **You** elect to insure under the Collection Option will be shown on **Your Policy Schedule**.

**We** will not pay;

- A claim under this option where the number of **Vehicles** on the road at any one time exceeds the number on **Your Policy Schedule**; or
- Where the **Driver** is not an **Authorised Driver**.

### B Third party property damage

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

**We** will not pay more than \$20,000,000 in total (less any **Excess(es)** **You** have to pay) for any and all claims made under Section 2 Part B in relation to any one **Insured Event**.

#### B1 Your cover

**We** will pay any amount up to the maximum amount payable which **You** are legally liable to pay for damages in respect of loss of or damage to someone else's property as a result of an **Accident** occurring during the **Period of Insurance** and caused by **You** using **Your Vehicle**. **We** will also pay legal costs incurred with **Our** prior written consent in connection with defending any such claim but only up to the maximum amount payable shown above under this Section 2 Part B less any applicable **Excess(es)**.

#### B2 Other persons to whom We give cover under Section 2 Part B 1

##### Authorised Drivers

**We** provide the cover set out above in the "**Your Cover**" section to **Authorised Drivers** and **Excepted Persons**. **Authorised Drivers** and **Excepted Persons** only receive this cover if they comply with each term of the **Policy** (other than **Premium** payment).

**Your Policy** does not provide cover when **Your Vehicle** is being used by any person who is not an **Authorised Driver** or an **Excepted Person**.

##### Passengers

**We** will pay any amount up to the maximum amount payable which a passenger(s) travelling within **Your Vehicle** with **Your** consent is (are) legally liable to pay for damages in respect of loss of or damage to someone else's property as a result of an **Accident** occurring during the **Period of Insurance** caused by that person while in **Your Vehicle** or while getting into or out of **Your Vehicle**.

##### Employer

**We** will cover, subject to the terms and conditions of this **Policy** **Your** employer, **Your** principal, **Your** partner, or the Commonwealth, State or Territorial Government, for their legal liability caused by **You** through **You** or another **Authorised Driver** using **Your Vehicle** on their behalf subject to the employer, principal, partner or government entity taking all reasonable precautions to mitigate the possibility of incurring a liability under this **Policy** prior to **You** undertaking any activity that may incur such liability on their behalf.

There is no cover under this Section 2B1:-

- Unless **You** and the **Authorised Driver** observe, fulfill and are subject to the terms, exceptions and conditions of this **Policy** insofar as they apply;
- In respect of damage to property owned by or in the care, custody or control of the person claiming to be indemnified under this section;
- In respect of any damage to **Your Vehicle**.



### **B3 Additional Benefits**

We give **You** the following additional cover in relation to a valid claim under “**Your cover**” Section 2 Part B.1. (See page 24)

#### **Substitute Vehicle**

If **You** cannot drive **Your Vehicle** because it is being repaired or serviced, and:

- **You** are driving another person’s **Vehicle** with their consent; and
- **Your** driving causes an **Insured Event** to some other person’s property during the **Period of Insurance**; and
- **You** are legally obliged to pay for that damage,

We will cover **You** for that damage up to the maximum amount payable under this Section 2 Part B.3 (see page 25).

But **We** will not pay:

- If the **Vehicle** **You** are driving has been rented or hired by **You** for a fee, or has been provided as courtesy transport while **Your Vehicle** is being repaired or serviced; or
- For any damage to the **Vehicle** **You** are driving.

#### **Bodily Injury**

We will pay any amount up to the maximum amount payable under Section 2 Part B which **You** are legally liable to pay for damages in respect of death or bodily injury as a result of an **Accident** occurring during the **Period of Insurance** and caused by **You** using **Your Vehicle**, provided **Your Vehicle** is registered for use on a public road when the liability is incurred.

We will not pay:

- For any liability arising directly or indirectly out of death or bodily injury to any Employee or any person who is deemed to be **Your** worker under any workers’ compensation legislation or the beneficiaries of such persons including claims for loss of consortium, which term relates to loss of services, support and loss of quality in the relationship a spouse experiences when a partner is injured.
- For any amount of a claim in **Excess** of that recoverable under any statutory compulsory insurance or fund, or **Accident** compensation scheme .
- If **Your** liability would have been covered in any way if **Your Vehicle** had been registered in compliance with the requirements of any statutory compulsory insurance fund or **Accident** compensation scheme designed to protect against liability for claims in respect of death or bodily injury arising from the use of **Your Vehicle** and had **You** complied with the terms and conditions of such other insurance or scheme.
- For **Your** liability to any person in charge of **Your Vehicle**, any of **Your** Employees, any of **Your** family members or relatives and their domestic partners whether living with **You** or not, or a person who normally lives with **You** or the **Driver** of **Your Vehicle** at the time of the **Accident**.
- More than the maximum amount payable under Section 2 Part B.

#### **Third party property damage Exclusions**

This Section 2 Part B (third party property damage insurance) does not cover:

- Loss or damage to property belonging to, or in the possession, custody or control of **You**, any family members or relatives and their domestic partners, whether living with **You** or not, a person who normally lives with **You** or the **Driver** of **Your Vehicle** at the time of the **Accident**, or other persons to whom **We** give cover under this **Policy**.

# Section 3

## Conditions & Exclusions Applicable to all Sections of the Policy

### Conditions Applicable to all Sections of the Policy.

#### 1. Changing **Your Vehicle's** Garaging or Parking Arrangements

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

- **Your Vehicle** will no longer be **Garaged** or as parked as otherwise agreed by **Us** and shown on **Your Policy Schedule** overnight, either permanently or temporarily, at the address **You** have declared to **Us**;

#### 2. **Your Vehicles's** Condition

**You** must ensure that **Your Vehicle**:

- Is kept in a good condition.
- Is not modified without seeking **Our** written consent (a modification includes any change that impacts on the performance, security or value of **Your Vehicle**).
- Is not unregistered (unless **You** are insured under Laid Up Cover).

#### 3. Securing **Your Vehicle**

**You** must ensure that if **Your Vehicle** is left unattended at any time it is locked and/or any security devices installed are deployed.

### General Exclusions Applicable to all Sections of the Policy.

#### 1. Exclusions for Certain **Drivers**

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto and to the extent allowable by law, **We** will not pay any claim or **Your** liability against any claim arising from an **Accident**, loss, damage or legal liability if at the time of any event, which results in a claim where **Your Vehicle** was being driven by or was in the charge of any person:

- Who has not held the appropriate Australia **Drivers** licence for a period of more than five (5) years.
- Impaired by, or under the influence of, any drug or alcohol,
- With a percentage of drug or alcohol in their breath or blood, indicated by analysis of their breath or blood, exceeding that allowed by law.
- Who subsequently refuses a request from a person with legal authority to take a legal test for alcohol or drugs.
- Who is unlicensed and driving **Your Vehicle** with **Your** consent.
- Who has previously been refused cover or declined as a **Driver** by **Us**.

#### 2. Exclusions for Certain Circumstances

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto and to the extent allowable by law, **We** will not pay any claim or **Your** liability against any claim arising from an **Accident**, loss, damage or legal liability if at the time of any event, which results in a claim where **Your Vehicle** is being driven by or was in the control of any person other than **You**, an **Authorised Driver** or an **Excepted Driver** where it was:

- Used in connection with a race, trial, pace making, contest, course, motor sports event or **Driver** skills training course. **We** will not treat a rally organised by a social club or other like organisations as a race, trial, contest or other motor sports event if the rally takes place on a public street and it is a condition that those taking part in the rally comply with the usual road traffic rules.
- Used in connection with the motor trade for experiment, test, trial, demonstration or sale.
- Used to carry passengers for reward, unless it is a private pooling arrangement; or the reward is a travelling allowance paid by **Your** full-time employer.
- Used for hire, courier services, driving lessons for reward, as a taxi.
- Used with **Your** consent for an illegal purpose.
- Used in an unroadworthy or unsafe condition. But **We** will cover **You** if **You** can prove that: **You** could not reasonably have detected the condition, and the condition did not cause or contribute to the claim.

- **Modified** from its manufacturer's specifications without **Our** written consent.
- Loaded in **Excess** of the manufacturer's or legal specifications for **Your Vehicle**, inclusive of any trailer attached thereto.
- Fitted with a fuel system which does not comply with the relevant Australia Standard.
- Not compliant with the relevant Australia Standards.
- Being used for transportation, loading, unloading or storage of hazardous goods such as explosives, corrosive, flammable, combustible or radioactive substances, poisons or toxic chemicals in or on **Your Vehicle**, except if carried in legal quantities and for domestic non business purposes only.

However **We** will cover **You** in relation to the above Exclusions (but not the person driving **Your Vehicle**) if **You** did not know of the above circumstances.

Further, **We** do not cover **You** for any **Accident**, loss, damage or legal liability that arises directly or indirectly:

- From the cessation of **Your** legal interest in **Your Vehicle**.
- From a person legally taking **Your Vehicle**.
- From wear and tear, rust, corrosion, depreciation or mechanical, structural or electrical breakdowns or failures.
- From the cost of completing, correcting or repairing any previous work completed unless guaranteed by **Us**.
- From damage to tyres or wheels rims caused by braking, road punctures, cuts or bursts.
- From the cost of repairing old damage or fixing faulty repairs which were completed before this **Policy** commenced.
- Because of an intentional act, omission or conduct by **You** or people acting with **Your** express or implied consent.
- Because **You** failed to take reasonable steps to protect **Your Vehicle** at the time and after the relevant **Insured Event**.
- Because **You** undertook liability by agreement, which would not have been imposed, had the agreement not been entered into.
- From loss of use (for example, secondary causes or consequential loss such as loss of income or costs of alternative transport because **Your Vehicle** is not available for Use).
- From the lawful seizure, confiscation, nationalisation or requisition of **Your Vehicle**.
- Loss or damage to **Your Vehicle** (including damage to **Your Vehicle's** engine or fuel system) resulting from the incorrect type of fuel being Used.

3.

### 3.1 ELECTRONIC DATE RECOGNITION Exclusion (EDRE)

This **Policy** does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

### 3.2 ELECTRONIC DATA ENDORSEMENT B

#### 3.2.1 Electronic Data Exclusion

Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto, it is understood and agreed as follows:-

- (a) This **Policy** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this **Policy**, subject to all its terms, conditions and Exclusions, will cover physical damage occurring during the **Policy** period to property insured by this **Policy** directly caused by such listed peril.

Listed Perils

- Fire
- Explosion

### 3.2.2 Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this **Policy** suffer physical loss or damage insured by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA.

If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.

However this **Policy** does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

### 4. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** does not cover any **Accident**, loss, damage or legal liability that arises directly or indirectly from:

- Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- Any Weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.  
The Exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- Any chemical, biological, bio-chemical, or electromagnetic weapon.

### 5. Sanction Limitation and Exclusion

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### 6. Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. (LSW 1001)



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

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