



**Wesfarmers General Insurance Limited,**  
trading as Lumley Insurance  
ABN 24 000 036 279  
AFSL 241461

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Level 2, Beagle House  
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## Product Disclosure Statement and Policy Wording

### TABLE OF CONTENTS

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#### IMPORTANT CUSTOMER INFORMATION

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About Lumley Insurance	2
About the Product	2
Applying for Cover	2
Summary of Cover	3
Excess	3
Exclusions/Conditions/Cancellation	3
Premium Calculation	4
The Duty of Disclosure	4
Cooling Off Period	4
Confirming Transactions	5
Code of Practice	5
Complaints Procedure	5
Lumley Repair Network	5
How to make a Claim	5
Privacy	6
Updating Our Product Disclosure Statement	6
Financial Claims Scheme	6

---

#### THE POLICY

---

Definitions	7
The Agreement	7
Section 1. - Cover For Your Vehicle	8
- Additional Benefits	8-10
- Specific Exclusions	11
Section 2. - Liability to Third Parties	11
- Additional Benefits	12
- Specific Exclusions	13
General Extensions	13-14
General Exclusions	14-15
General Conditions	16-17

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## IMPORTANT CUSTOMER INFORMATION

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### **About Lumley Insurance**

The insurer of this product is:

Wesfarmers General Insurance Limited (Lumley Insurance) ABN 24 000 036 279  
AFS Licence No. 241461, trading as Lumley Insurance.

Our Head Office is located at:

Lumley House  
Level 9, 309 Kent Street  
Sydney NSW 2000  
Phone: (02) 9248 1111  
Fax: (02) 9248 1122

### **About our Product**

This document contains important information to help You:

- decide whether this product meets Your requirements, and
- compare this product with others You may be considering

Before You decide whether to purchase this product, You should read this document carefully to understand its features, benefits, terms and conditions.

You should read:

- this Important Customer Information Part - it contains information on important matters You need to be aware of before applying for this product,
- the Policy which details the terms and conditions of this product,
- any other documents We provide to You about this product which may change the standard cover.

Preparation date: 1<sup>st</sup> July 2009

### **Applying for Cover**

To apply for cover You should contact Your adviser (insurance broker) who will arrange a quotation on Your behalf. Your adviser can help tailor cover to best suit Your needs. We will use the information supplied by Your adviser to decide the terms of cover We will offer to provide.

If You decide to accept the quotation terms provided, We will issue Your adviser with a Schedule. The Schedule will contain important information relevant to Your insurance including the Period of Insurance, the Premium, details of Your Vehicle(s), the Excess (es) that will apply and whether any standard terms have been varied by way of endorsement.

Before expiry We will send Your adviser a renewal notice which states whether We will renew and on what terms.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### **Summary of Cover**

The Policy cover can be tailored to meet Your requirements. By way of summary, You may choose Comprehensive Cover (Sections 1 and 2) or Third Party Only Cover (Section 2):

- **Section 1 - Vehicle Cover** – this provides You with cover for certain loss or damage to Your Vehicle occurring within Australia during the Period of Insurance up to the amount We have agreed upon.
- **Section 2 - Third Party Liability Cover** – this provides You (and certain other persons) with cover for legal liability for loss or damage to someone else's property as a result of an accident arising out of the use of Your Vehicle within Australia during the Period of Insurance up to the limit of liability.
- Additional Benefits apply for each cover (see each of these Cover Sections for details).

Extension Cover applies to Section 1 Cover and Section 2 Cover to extend the available cover without increasing the specified limits in the Policy (refer 'General Extensions' in the Policy for details).

We only provide cover up to the amount(s) and limits specified in the Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST. Refer to the Policy for details of the basis on which We settle any valid claim.

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

If You do not adequately insure Your Vehicle(s), You may have to bear the uninsured proportion of any loss or liability.

### **Excess**

An Excess is the part of a claim You must contribute and is payable for each and every claim covered by the Policy. The basic Excess is shown in the Schedule and You may have to pay additional Excesses. In some cases, we will waive the requirement for You to pay an Excess (refer 'General Conditions' 5 in the Policy Wording for details).

### **Exclusions/Conditions/Cancellation**

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

- where an exclusion applies;
- if You do not comply with the terms and conditions of the Policy;
- if You do not comply with Your duty of disclosure or make a misrepresentation; or
- if You make a fraudulent claim. We also may cancel the Policy in certain circumstances permitted by law e.g. if You fail to comply with a condition or breach Your duty of disclosure.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### **Premium Calculation**

The insurance provided is subject to Your payment or agreement to pay the Premium We require by the agreed time. In order to calculate Premium various factors are considered, including the:

- type of Vehicle(s);
- value of Vehicle(s);
- type of cover requested;
- age of regular drivers;
- location and operating radius of the Vehicle(s);
- claims history from prior years;
- risk management procedures undertaken by Your business.

Your Premium also includes amounts payable in respect of compulsory government charges (including Stamp Duty and GST).

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

### **The Duty of Disclosure**

Before You enter into the Policy with Us, You have a duty under the *Insurance Contracts Act 1984* (Cth) to disclose to Us anything that You could reasonably be expected to know is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; and
- as to which compliance with Your duty is waived by Us.

If You fail to comply with the duty of disclosure, We may reduce our liability under the Policy in respect of a claim or may cancel the Policy.

If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

### **Cooling Off Period**

If You are not completely satisfied with the Policy You may cancel it by notifying Us in writing within 30 days of cover having commenced. You will receive a refund of the amount You have paid unless something has occurred for which a claim may become payable under the Policy.

### **Confirming Transactions**

You may contact Us, in writing or by phone, to confirm any transaction under the Policy if You or Your adviser do not already have the required Policy confirmation details.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### **Code of Practice**

A self-regulatory Code of Practice exists for the general insurance industry, designed to raise overall standards. We have adopted the Code, details of which can be obtained from Your adviser or any of Our offices.

### **Complaints Procedure**

If you have a complaint you may contact us and request that we review the matter. If you are dissatisfied with our decision you may request it be reviewed by our Internal Dispute Resolution (IDR) Committee.

If you are dissatisfied with our IDR Committee's decision you may refer your dispute to the Financial Ombudsman Service (FOS). The FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes that are covered by its Terms of Reference. If you wish your dispute to be heard by the FOS, You must refer your dispute to the FOS within the earlier of two years from the date of receiving our IDR Committee's decision, or six years from the date you became aware (or should reasonably have become aware) that you have suffered a loss. You may refer the matter to the FOS by contacting them at:

Financial Ombudsman Service  
GPO Box 3  
Melbourne Victoria 3001

Tel: 1300 78 08 08  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

### **The Lumley Repair Network**

We have established a preferred repairer network system. Members of the Lumley Repair Network must meet Our stringent acceptance criteria which require the highest standards of repair and service.

When You use a repairer from the Lumley Repair Network You do not need to shop around for quotes and We guarantee:

- (a) the quality of repairs and workmanship involved in the repair, and
- (b) that the structural integrity of Your Vehicle has been maintained.

You may choose Your own repairer, but if You do, We will not provide the guarantee

### **How to Make a Claim**

In the event of an incident occurring which requires You to make a claim against the Policy, contact Our 24 Hr Accident Assist line on 1800 652 256, or Your adviser, or any of our Network Repairers listed on our website [www.lumley.com.au](http://www.lumley.com.au). Please refer to the Claims Procedures contained in the General Conditions section of the Policy.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of Your claim and the amount of input tax credit You are entitled to, We will pay this shortfall in addition to the claim settlement.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### **Privacy**

We are bound by and comply with the National Privacy Principles (NPPs) and the Privacy Act 1988 (Cth) ('the Act'). Our privacy policy is available from any of our offices or online at [www.lumley.com.au](http://www.lumley.com.au). Information on individuals will be collected by us for the purpose of providing insurance, Policy administration and claims handling. Failure to provide this information may result in Policy cover being absent or inadequate. We will disclose this information collected to other companies in the group, other insurers, financial institutions, claims reference agencies, loss adjusters, investigative agencies and other service providers. Disclosure extends to disclosure overseas. Disclosure will also be made where required by law. Under the Act individuals may be able to obtain details of the information held on them by us.

### **Updating our Product Disclosure Statement**

This document only operates as a Product Disclosure Statement (PDS) under the Corporations Act 2001 (Cth) from 11 March 2004. Other documents may form part of Our PDS. If they do, We will tell You in the relevant document. We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to You at no cost by contacting Your adviser, by calling Us or accessing Our website, [www.lumley.com.au](http://www.lumley.com.au). We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

### **Financial Claims Scheme**

This Policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) and only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer. Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from the Australian Prudential Regulation Authority at [www.apra.gov.au](http://www.apra.gov.au) or by calling 1300 13 10 60.

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## THE POLICY

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### Definitions

In the Policy some words have a special meaning (whether expressed in the singular or plural):

“You” “Your” means the insured named in the Schedule.

"We" "Us" "Our" and "Lumley Insurance" means Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance.

"Loss" means sudden physical loss, damage or destruction to Your Vehicle caused by an unexpected event not otherwise excluded.

"Policy" means this document, the Schedule and any other notice We give You in writing. Together they form The Agreement.

"Schedule" means the attachment which forms part of the Policy and shows the Policy number, together with the details of Your cover.

"Period of Insurance" means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.

"Vehicle(s)" means the motor vehicle(s) and/or trailer(s) described in the Schedule including manufacturer's standard tools, accessories and appliances.

“Sum Insured” means the amount or Market Value shown in the Schedule.

“Market Value” means Our assessment of the value of Your Vehicle immediately prior to Loss.

"Gross Vehicle Mass" means the maximum weight a vehicle can carry including its own weight according to manufacturer's specification.

"Excess" means the amount specified in the Schedule and elsewhere in the Policy which You must contribute to each and every claim. The Excess applies to each of Your Vehicles and each claim on Your Vehicle.

"GST" means Goods and Services Tax.

“Act of Terrorism” means an act including but not limited to the use or threat of force or violence 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) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

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## THE AGREEMENT

After You have agreed to pay the premium within the time frame We require, We will indemnify You against Loss, or liability as described in the Policy occurring within Australia, during the Period of Insurance.

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## SECTION 1 - COVER FOR YOUR VEHICLE

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We will indemnify You for Loss by paying, at Our option:

- (a) to repair, reinstate or replace Your Vehicle, or
- (b) an amount equal to Your Vehicle's Market Value, or
- (c) the Sum Insured of Your Vehicle as shown in the Schedule

If Your Vehicle has a Gross Vehicle Mass exceeding 3.2 tonnes and at the time of Loss the Sum Insured on Your Vehicle is less than 80% of the Market Value, then We will pay only such proportion of the repair costs as the sum insured bears to the Market Value of Your Vehicle.

The amount insured by the Policy and any claim settlements, exclude GST. However, if there is a shortfall between the GST component of Your claim and the amount of Input Credit to which You are entitled, We will pay this shortfall in addition to the claim settlement.

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### ADDITIONAL BENEFITS - Applicable to Section 1

Where there is Loss We will also pay:

**1. Completion of Journey Costs**

If Loss occurs more than 100 kilometres from where Your Vehicle is normally garaged, the reasonable costs incurred to:

- (a) hire another vehicle of similar make and model to complete the journey or to return Your driver to where the journey first commenced.
- (b) return Your Vehicle to the premises where it is normally garaged
- (c) obtain overnight accommodation if the journey cannot be completed in the same day as Loss occurs.

We will not pay more than \$500 under this Additional Benefit in respect of any one Loss nor more than \$2,000 in the aggregate for all such Losses in any one Period of Insurance.

**2. Disability Modifications**

If Your driver is injured as a direct result of Loss and such injuries render Your driver with a permanent disability that necessitates vehicle modifications to any one of Your Vehicles or to Your driver's private vehicle, the reasonable cost incurred in effecting such modifications.

We will not pay more than \$3,000 under this Additional Benefit in respect of any one Loss

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**ADDITIONAL BENEFITS - Applicable to Section 1 (continued)**

**3. Personal Property**

For loss of or damage to personal property of You or Your employees but not more than \$500 in respect of any one Loss.

**4. Funeral Expenses**

Costs associated with burial or cremation in the event of Your driver sustaining fatal injury, whether or not death occurs at the time of the Loss.

Such expenses will include any travel cost within Australia of the deceased driver or any member of the immediate family and are in excess of any amount payable through any Accident Compensation Authority or Medical Society.

We will not pay more than \$3,000 under this Additional Benefit in respect of any one Loss.

**5. Goods in Transit**

For damage to Your goods whilst being carried by Your Vehicle, as a result of fire, collision, impact and/or overturning of Your Vehicle, provided that such goods are not more specifically insured.

We will not pay more than \$2,000 under this Additional Benefit in respect of any one Loss which is subject also to an additional excess of \$250.

**6. Hiring Costs following Theft**

The cost of hiring a replacement vehicle of similar type following theft of Your Vehicle but only:

- (a) for a period of not more than 14 days, or
- (b) up to the date of recovery of Your Vehicle

whichever is the earlier.

**7. Lease Payout**

If Your Vehicle is damaged beyond an amount We consider economical to repair and the Market Value is less than the amount owing by You under a valid hire purchase, leasing or other finance agreement, an additional amount not exceeding 20% of the Market Value but less any:

- (a) payments and interest in arrears at the time of Loss
- (b) discount in respect of finance charges and/or interest for the unexpired term of such an agreement.

**8. New Replacement Vehicle**

To replace Your Vehicle with a new vehicle of similar make and model (subject to local availability) but only in the event of Your Vehicle being:

- (a) a sedan, station wagon, utility or goods carrying vehicle with Gross Vehicle Mass less than 3.2 tonnes, and
- (b) deemed a Total Loss within 12 months of its first registration as a new vehicle.

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**ADDITIONAL BENEFITS - Applicable to Section 1 (continued)**

**9. Removal or Retrieval Costs**

The necessary cost of removal or retrieval of Your Vehicle (excluding debris or load) to the nearest repairer or place of safety and to any other location approved by Us up to a maximum of \$25,000 per event.

**10. Removal of Debris**

Costs and charges that are necessarily incurred to clean up or remove debris resulting from goods falling or leaking from Your Vehicle.

We will not pay more than \$25,000 under this Additional Benefit in respect of all claims arising from one accident.

**11. Signwriting**

The replacement cost of signwriting or fixed advertising signs or materials forming a permanent part of Your Vehicle at the time of Loss.

**12. Tyre Replacement**

For any tyre damaged and unable to be used again as a direct result of Loss, provided that the condition of the damaged tyre's remaining tread conformed with all legal requirements at the time of Loss, and was not recapped or retreaded. We will pay for the cost of replacing the damaged tyre with a new tyre of similar make and specification.

**13. Uninsured Motorist Protection**

Where Your Vehicle is insured only for Third Party Property Damage as indicated in the Schedule, for damage to Your Vehicle caused by or arising from a collision with another vehicle (other than vehicles owned by You or under Your control) provided that:

- (a) the other driver:
  - (i) is identified, and
  - (ii) has no insurance cover in respect of damage caused by such vehicle, and
  - (iii) is substantially responsible for the Loss, and
- (b) You agree that We can recover on Your behalf, and
- (c) You agree not to take separate action without Our written consent.

We will not pay more than \$5,000 under this Additional Benefit in respect of any one Loss.

**14. Windscreen**

In respect of breakage of windscreen and consequent scratching to body work without applying any Excess nor prejudicing Your premium rating. This Additional Benefit applies only in the event of Your Vehicle being a sedan, station wagon, utility or goods carrying vehicle less than 3.2 tonnes Gross Vehicle Mass.

**15. Keys and Locks**

If the keys to Your Vehicle are lost or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated, the cost of replacing Your Vehicle keys and/or locks up to a maximum of \$2,000 any one Period of Insurance.

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## **SPECIFIC EXCLUSIONS - Applicable to Section 1**

We will not pay for:

1. damage to the tyres of Your Vehicle caused by the application of brakes or by road punctures, cuts or bursts.
2. for Loss if reasonable steps to protect or safeguard Your Vehicle have not been taken.
3. any consequential loss or financial expenses (other than as provided under Additional Benefit 6.) incurred as a result of You not being able to use Your Vehicle.
4. Loss under Section 1 (other than as provided under Additional Benefit 13.) where Your Vehicle is insured only for Third Party Property Damage as indicated in the Schedule.
5. depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure.
6. Loss arising from theft or conversion by a prospective purchaser.
7. Loss arising from failure of, or defect or fault in, the design or specification of Your Vehicle.

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## **SECTION 2 - LIABILITY TO THIRD PARTIES**

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In respect of legal liability as the result of an accident caused by, or in connection with, Your Vehicle resulting in damage to property and/or loss of use of property belonging to someone other than You, We will indemnify:

- (a) You, or
- (b) any other person driving, using or in charge of Your Vehicle with Your consent, or
- (c) any authorised passenger getting in, on or out of Your Vehicle, or
- (d) Your employer or principal if Your Vehicle is being driven on their behalf with Your consent.

We will not pay more than \$30,000,000 in respect of all claims (including the cover provided by Additional Benefits 1. to 9.) arising from one accident or series of accidents resulting from a single original cause.

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## **ADDITIONAL BENEFITS - Applicable to Section 2**

Where there is liability under this Section We will also pay:

- 1. Supplementary Bodily Injury (other than "Compulsory Third Party")**  
The amount which You may be held legally liable to pay as compensation in respect of death or bodily injury arising out of the use of Your Vehicle with Your consent, provided that Your Vehicle is registered for use on a public road when such liability is incurred.
- 2. Defence Cost**  
The reasonable costs of legal representation if Your driver is charged with careless driving causing death. We will not pay more than \$5,000 under this Additional Benefit in respect of any one accident.
- 3. Goods, Carried, Loaded and Unloaded**  
For damage to property caused by goods falling from Your Vehicle, including while being loaded or unloaded.
- 4. Legal Costs**  
All legal costs and expenses incurred with Our written consent.
- 5. Movement of Other Vehicles**  
For damage to property arising out of the movement of any vehicle parked in a position so as to prevent or impede the loading, unloading or legitimate passage of Your Vehicle.
- 6. Non-Owned Vehicle**  
For damage to property caused by or arising out of the use of any vehicle not described in the Schedule by You or hired to You while such vehicle is being driven by any person who is authorised by both You and the owner of the vehicle to use the vehicle on Your behalf and in connection with Your business.

We will not pay for damage to the vehicle itself.
- 7. Non-Owned Vehicles in Your Car Park**  
For damage to vehicles belonging to Your employees or visitors contained within a car park owned or operated by You (Exclusion 3 of this Section does not apply in this regard).
- 8. Towing Disabled Vehicles**  
For damage occasioned whilst Your Vehicle is towing any disabled vehicle provided such disabled vehicle is not being towed for reward or financial gain.
- 9. Trailers**  
For damage to property caused by or arising out of the use of any trailer attached to Your Vehicle provided that the number of trailers does not exceed the number permitted by law.

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## **SPECIFIC EXCLUSIONS - Applicable to Section 2**

We will not pay for:

1. any claim caused by or in connection with Your Vehicle, or any plant or equipment attached to Your Vehicle, whilst being operated as a tool of trade, other than for driving on a public road.
2. claims caused by discharge, dispersal, release or escape of any trade waste material.
3. damage to property belonging to or held in trust or in the custody or control of You or any entity or person entitled to indemnity under this Section.
4. any fines, penalties, or aggravated, exemplary or punitive damages.
5. claims in respect of death or bodily injury if You or any person using Your Vehicle with Your consent:
  - (a) is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme, or
  - (b) would have been entitled but for a failure to insure or register Your Vehicle or lodge a claim or comply with a term or condition in accordance with the requirements of any such scheme.
6. any claim resulting from death or bodily injury to any:
  - (a) person driving and/or in charge of Your Vehicle
  - (b) of Your employees
  - (c) member of Your family
7. death or bodily injury if Your Vehicle is registered in the Northern Territory of Australia.

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## **GENERAL EXTENSIONS - Applicable to all Sections**

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### **1. Automatic Inclusion**

If You replace Your Vehicle or purchase, lease, mortgage or hire purchase an additional vehicle, We will cover the replacement or additional vehicle under the Policy from the date of purchase, provided You notify Us:

- (a) immediately if the value of the replacement or additional vehicle exceeds \$100,000
- (b) within 30 days for any other vehicle.

Cover on the replaced vehicle ceases from the date of purchase of the replacement vehicle.

### **2. Contractual Liability**

We will indemnify You for liability arising under any undertaking or indemnity given or contracted by You provided that such liability would have attached under the Policy in the absence of such undertaking or indemnity.

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**GENERAL EXTENSIONS - Applicable to all Sections (continued)****3. Cross Liability**

The words "You" and "Your" will be considered as applying to each party named in the Schedule in the same manner as if that party were the only party named therein and We waive Our rights of subrogation against each such party. However this Extension will not increase any limits specified in the Policy.

**4. L.P.G. Conversion**

The Policy includes Your Vehicles which have been modified to operate on liquefied petroleum gas provided such modification has been carried out in accordance with the relevant statutory standard.

**5. Other Interested Parties**

The cover provided under Section 1 - Cover for Your Vehicle extends to include any entity or person who has a financial and insurable interest in Your Vehicle.

**6. Sea Transportation**

We will pay General Average and Salvage Charges which are incurred whilst Your Vehicle is being transported by sea between places in Australia.

**7. Subrogation Waiver**

We will waive any rights or remedies or relief to which We may become entitled by subrogation against any entity or person where You have been required by contractual agreement to release such party from liability.

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**GENERAL EXCLUSIONS - Applicable to all Sections**

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We will not pay for loss or liability:

1. if Your Vehicle is driven by You or by any person with Your consent who is not licenced to drive Your Vehicle under any relevant law.
2. if Your Vehicle is driven by any person:
  - (a) whose faculties are impaired by any drug or intoxicating liquor, or
  - (b) who is convicted of driving, at the time of Loss, under the influence of any drug or intoxicating liquid, or
  - (c) with a percentage of alcohol or drugs in their breath, blood or urine in excess of the percentage permitted by law, or
  - (d) who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by law.

However, We will pay if You did not know or could not reasonably have known that the driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of Loss, but We will not cover the driver of Your Vehicle.

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**GENERAL EXCLUSIONS - Applicable to all Sections (continued)**

3. if Your Vehicle is used to carry a greater number of passengers or to convey or to tow a load in excess of that for which Your Vehicle was constructed. We will pay if the Loss or liability was not caused or contributed to by such greater number of passengers or load.
4. if Your Vehicle is used in an unsafe or unroadworthy condition and such condition caused or contributed to the Loss or liability. We will pay if You could not have reasonably detected the unsafe or unroadworthy condition.
5. if Your Vehicle is used:
  - (a) for any illegal purpose with Your knowledge or consent
  - (b) in connection with the motor trade for experiments, test, trials, demonstration or breakdown purposes
  - (c) for carrying passengers for hire or reward other than under a private pooling arrangement.
  - (d) for or being tested in preparation for any race, rally, trial, speed trial, test, contest, motor sport, or any driver training course conducted without Our written consent.
6. occasioned by lawful seizure or other operation of law.
7. of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any contributing cause or event:
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - (b) any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism; or
  - (c) radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.
8. if Your Vehicle is being used or attached to or towing a vehicle being used for the commercial transportation of dangerous goods as defined in the Australian Code for the Transport of Dangerous Goods by Road or Rail. However, if transportation complies with such Code, then the maximum We will pay in respect of all claims arising out of one accident is \$250,000.
9. occurring whilst Your Vehicle is:
  - (a) on rails other than as cargo
  - (b) in an underground mine, mining shaft, or tunnels which are not public roads.
10. intentionally caused by You or any person acting with Your consent.
11. any GST, or any fine, penalty or charge for which You are liable arising out of Your misrepresentation of, or failure to disclose, Your actual Input Tax Credit entitlement in the settlement of any claim or premium relating to the Policy.

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## GENERAL CONDITIONS - Applicable to all Sections

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### 1. Claims Procedures

- (a) In the event of an accident which may become the subject of a claim under the Policy You must immediately forward to Us:
  - (i) full details in writing
  - (ii) any communication or court documents received.
- (b) You may choose a repairer from the Lumley Repair Network or Your own licensed repairer, but before repairs are authorised:
  - (i) You must obtain Our written agreement
  - (ii) You must make Your Vehicle available for Our inspection.

We reserve the right to invite, accept, adjust or decline estimates or to arrange (at Our expense) for the removal of Your Vehicle to other repairers for quotation purposes.

- (c) In respect of each claim or potential claim, You must:
  - (i) not make any admission of guilt or offer of payment without Our written consent
  - (ii) allow Us to have the sole conduct of all negotiations and proceedings
  - (iii) give Us all reasonable assistance and co-operation in all aspects including recovery from the responsible person
  - (iv) notify Us of any other insurance that also provided cover, whether in whole or in part
  - (v) notify the Police as soon as possible in respect of theft of or malicious damage to Your Vehicle.

### 2. Cancellation

You may cancel the Policy by giving written notice to Us and We will refund the unused premium after the application of Our customary short term premium rates.

We may cancel the Policy only in accordance with the provisions of the Insurance Contracts Act 1984.

### 3. Interpretation

- (a) Any word or expression which is given a specific meaning in the Policy will have that meaning where ever it may appear provided that it commences with a capital letter.
- (b) words in the singular include reference to the plural and vice versa
- (c) headings have been included for ease of reference and the terms and conditions of the Policy are not to be construed or interpreted by reference to such headings.

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**GENERAL CONDITIONS - Applicable to all Sections (continued)**

**4. Entitlement**

Any person or entity entitled to cover under the Policy is bound by the terms of the Policy.

**5. Excess**

You will have to contribute the Excess and one of the following additional amounts if Your Vehicle is:

- (a) a rigid or articulated truck and the person driving is under 25 years of age - \$3,000, or
- (b) a rigid or articulated truck and the person driving is under 25 years of age and has less than 2 years experience driving such type of vehicle - \$3,000,
- (c) a sedan, station wagon, utility or goods carrying vehicle other than referred to in 5(a) or 5(b) and the person driving is under 21 years of age - \$1,000, or aged 21 or over 21 and under 25 years of age - \$500.

The total Excess otherwise payable will be doubled if Loss occurs from the operation of any lifting mechanism or hoist which forms part of Your Vehicle.

However, You will not have to contribute the Excess if, in Our opinion, the Loss was not Your fault and You can provide Us with the name, current address and vehicle registration number of the person responsible for the Loss.

**6. Transfer of Interest**

No interest in the Policy can be transferred without Our written consent.

**7. Diligence**

You will take all reasonable steps to protect Your Vehicle and will comply with all legal requirements regarding the safety, maintenance and operation of Your Vehicle.