

Alphera Insurance  
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## Alphera Financial Services Comprehensive Motor Vehicle Insurance

### Prestige Motor Vehicle

Product Disclosure Statement  
and Insurance Policy



Product issued by Wesfarmers General Insurance Limited,  
trading as Lumley General  
Distributed by Affinity Risk Partners (Brokers) Pty Ltd

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## **IMPORTANT INFORMATION**

### **About this Product Disclosure Statement**

This insurance Policy is sold, marketed and administered by Affinity Risk Partners (Brokers) Pty Ltd ("Affinity"). ABN 15 091 944 580. AFS Licence No. 241185. (1/1265 Nepean Hwy Cheltenham VIC 3189, Phone: (03) 8587 7777 Fax: (03) 8587 7700).

Your insurer is Wesfarmers General Insurance Limited, trading as Lumley General ABN 24 000 036 279. AFS Licence No. 241461. (Level 3, 99 King Street Melbourne VIC 3000, Phone: (03) 8627 4333 Fax: (03) 8627 4298).

This document (which is our Product Disclosure Statement ("PDS") and Policy Wording) contains important information to help you understand our Prestige Motor Vehicle Insurance product. Before you decide whether to purchase it, you need to read this document carefully to understand its features and benefits. Other documents may form part of our PDS. If they do we will tell you in the relevant document.

### **What you need to read**

To determine if this insurance is appropriate for you, it is important that you read:

- the Customer Information Section - it contains information on important matters you need to be aware of before applying for this insurance, such as your duty of disclosure;
- Sections One, Two, Three and Four - these set out the cover we can provide under this insurance;
- the Definitions Section - it sets out what we mean by certain defined terms in this insurance;
- Section Five - the General Exclusions Section – it sets out what we do not cover;
- Section Six - the General Conditions Section and Section Seven - the Claims Section – these contain details of your and our rights and obligations under this insurance, including if you need to claim and what excesses may be payable. If you do not meet your obligations, we may be able to cancel the insurance or reduce our liability in respect of a claim to the extent permitted by law; and
- any other documents we provide to you about the insurance which may change the standard cover.

## CUSTOMER INFORMATION

### Applying for cover

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

The Schedule will contain important information relevant to your insurance including the Period of Insurance, your Premium, details of your Vehicle, the Excess(es) that will apply to you and others and whether any standard terms have been varied by way of endorsement.

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

Before expiry, we will send you a renewal notice which tells you whether we will renew and on what terms.

### Summary of cover and other significant matters

- **Comprehensive Cover** – this provides you with the cover under Section One – Own Loss or Damage Cover and Section Two – Third Party Liability Cover.

Section One covers theft of or accidental destruction of or damage to your Vehicle occurring within Australia during the Period of Insurance up to the amount we have agreed upon.

Section Two covers your and certain other person's legal liability for loss or damage to someone else's property as a result of an accident caused by or arising out of the use of your Vehicle within Australia during the Period of Insurance up to the limit of liability. A legal liability cover is also provided for death or bodily injury caused to certain other persons in limited circumstances.

- Various optional covers are available (see Section Three – Optional Covers for details).
- Various premium discounts are available if you qualify for these discounts (see Section Four - Premium Discounts for details).

You can choose to cover your Vehicle for:

- An Agreed Value. We will pay you up to this amount if you suffer a covered loss; or

- The Market Value of your Vehicle. This is our assessment of the value of your Vehicle immediately prior to any loss or damage.

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

We only provide cover up to the amount(s) and limits specified in your Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST.

Refer to each cover Section for details of the basis on which we settle any valid claim.

An Excess may apply when you make a claim. An Excess is the part of a claim you must bear and is payable for each occurrence covered by the insurance. When an Excess applies we will reduce the amount we pay by the amount of the Excess or we will ask you to pay it.

The type and amount of Excess is shown in your Policy and the Schedule. The Excess can depend on a number of factors associated with the risk including the value of the Vehicle, the driver or the particular accessories attached to the Vehicle.

In some cases, we will waive the requirement for you to pay an Excess (See Section 7.3 - Payment of Excesses).

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

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

- where an exclusion applies;
- if you do not comply with the terms and conditions of this insurance;
- 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 your Policy in certain circumstances permitted by law e.g. if you fail to comply with a condition or breach your duty of disclosure.

## **Cost of the Insurance**

The insurance provided is subject to your payment of the Premium we require by the agreed time. In order to calculate your Premium, we take various factors into consideration, including:

- the type of your Vehicle;
- the value of your Vehicle;
- the type of cover requested;
- your age;
- the Total Agreed Value or Market Value; and
- your previous insurance and claims history (including your No Claim Bonus (“NCB”) rating).

Your premium also includes amounts that take into account our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and any Fire Services Levy where applicable) in relation to your Policy. We will tell you when you apply what premium is payable, when it needs to be paid and how it can be paid. Your Premium may increase if you pay your Premium by instalments. The amount may vary according to where you live and your insurance history.

If you pay your premium by 7 or more instalments each year special conditions apply (see Section Six – General Conditions).

In calculating your Premium we may also consider any NCB rating you have had with a previous insurer.

## **Duty of Disclosure**

Before you enter into your Policy with us, you have a duty under the *Insurance Contracts Act 1984* to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The Act imposes a different duty the first time you enter into your Policy with us, to that which applies when you renew, vary, extend or replace it.

## ***Your Duty of Disclosure when you enter into your Policy with us for the first time***

We will ask you various questions when you first apply that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms. When you answer those questions, you must:

- give us honest and complete answers;
- tell us everything you know; and
- tell us everything that a reasonable person in the circumstances could be expected to know.

## ***Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your Policy***

When you renew, extend, vary or reinstate your Policy, your duty is to disclose to us before the renewal, extension, variation or reinstatement, every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

## ***What you do not need to tell us***

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;
- as to which compliance with your duty is waived by us.

## ***Who does the Duty of Disclosure apply to?***

The duty of disclosure applies to you and everyone that is an insured under your Policy.

## ***What happens if you or they do not comply with the Duty of Disclosure?***

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your Policy in respect of a claim or cancel it. If the non-disclosure is fraudulent, we may be able to treat your Policy as if it was never effected.

## **Cooling off rights**

After you make a decision to purchase this insurance, you have cooling off rights. You can return your insurance by notifying us in writing within 21 days of cover commencing and we will refund the Premium paid unless something has occurred for which a claim may be payable. Even after this cooling off period ends you still have cancellation rights (See Section Six – General Conditions).

## **The Agreement**

In return for your payment of the Premium or your agreement to pay it to us within the time we require, we agree to indemnify you against loss, damage or liability which occurs during the Period of Insurance and is covered by the Policy subject to the terms, conditions and exclusions of the Policy.

## **How to make a claim**

Section Six – General Conditions and Section Seven – Claims, tell you what you need to do. Before we pay any claim, we require evidence as to ownership of any items insured under the Policy and evidence as to the extent of the loss or damage. Please ensure that, where possible, you keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible. 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.

## **Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

We are a signatory to the Code Of Practice. If you require further details please contact us or visit [www.lumley.com.au](http://www.lumley.com.au)

## **Making a complaint**

We take pride in the products and services that we provide and aim to ensure that you are happy in your dealings with us.

If however, you are in any way disappointed with the products or services that we provide to you, please contact Affinity at the address provided earlier or the phone number on your Schedule. They will endeavour to address your concerns.

## **Resolving your dispute**

If you are unhappy with Affinity's response, you can raise your concerns with us or Affinity direct by letter, telephone, in person, e-mail or fax.

Ideally, you should:

- Set out adequate details of the complaint; and
- State any corrective action needed to be taken by us or Affinity to resolve the dispute.

We will, if required, offer assistance to you with raising your concern or making your complaint.

Complaints will be investigated by an in-house lawyer or other senior person who is not involved in the subject matter of the complaint.

We will acknowledge a complaint within 2 business days of receiving the complaint and we will endeavour to resolve the complaint within a further 13 business days.

If we cannot resolve a complaint within 15 business days, we will inform you that we have been unable to resolve the dispute, and that you may refer the matter to our external dispute resolution scheme, which is administered by Financial Ombudsman Service (FOS), together with details on how to contact them. FOS is a National Scheme for consumers aimed at resolving disputes between insureds and their companies or claimants who have a dispute with another person's insurance company. The Scheme also provides general information about any general insurance matter. The FOS Scheme is an ASIC approved external dispute resolution scheme.

## **Privacy**

We are bound by the National Privacy Principles of the Privacy Act 1988 (Cth) when we collect and handle your personal information.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy

administration and claims handling. We also collect your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest you. If necessary, we may collect your health and other sensitive information, but we will obtain your consent before doing so unless the collection is required or permitted by or under law.

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, our and your advisers and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing your personal information to us or our agent, you consent to us making these disclosures.

Without this information, we may not be able to provide you with the services you require.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

If you would like a copy of our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us.

### **Confirming Transactions**

You may contact us in writing or by phone to confirm any transaction under your insurance if you or your adviser do not already have the required policy confirmation details.

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

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS to update the relevant information except in limited cases. Where the information is not something that would be materially

adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

## **Compensation Arrangements**

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

## **About Affinity**

Affinity arranges this Policy as an agent of Lumley General. Affinity

- will be acting with Lumley General's authority and be Lumley General's agent solely in all matters concerning this insurance; and
- may receive a commission.

Neither Affinity nor any of its related companies guarantees the benefits payable under the proposed insurance contract.

## **COVER**

### **Definitions**

In your Policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

**"we" "us" "our" and "Lumley General"** means Wesfarmers General Insurance Limited, trading as Lumley General.

**"you" "your"** means the insured named in the Schedule.

**"Act of Terrorism"** means an act, including but not limited to, the use of, 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 coerce, influence or intimidate any government and/or the public or any section of the public.

**“Additional Cover”** means benefits in excess of the Sum Insured, unless otherwise defined.

**“Agent”** means Affinity Risk Partners (Brokers) Pty Ltd (“Affinity”).

**“Agreed Value”** means the amount we agree to insure your Vehicle for. We will at our option replace your Vehicle with an equivalent vehicle or pay the Agreed Value shown on your Schedule. The Agreed Value includes the value of all accessories and equipment.

**“Business Use”** means your Vehicle is used in connection with your occupation or business, but not if your occupation or business is:

- courier;
- collector or deliverer of goods or articles for reward;
- driving instructor;
- taxi or carrying passengers for hire or reward;
- testing, trialling or demonstration in connection with the motor trade;
- trades person carrying tools of trade;
- ice cream or food vendor vans;
- towing for reward.

**“Comprehensive”** means Section One – Own Loss or Damage Cover and Section Two – Third Party Liability Cover will apply.

**“Driver”** means the operator of your Vehicle. Any driver listed on the Schedule must be 25 years of age or over, or 30 years of age or over if the Vehicle is an exotic vehicle, unless otherwise agreed to by us.

**“Emergency Repairs”** means minor repairs which are essential for you to be able to drive your Vehicle safely from the accident or event causing the damage. Emergency repairs does not include work required to ensure your Vehicle is maintained in roadworthy condition.

**“Exceptional Circumstances”** means circumstances when any nominated driver is unable to drive the Vehicle safely due to a medical emergency or other circumstance affecting their driving ability, or allows another person to drive their Vehicle in an attempt to reduce the threat of loss or damage to their Vehicle on this occasion. We will determine at our discretion whether a medical emergency necessitated another person driving your Vehicle.

**“Excess”** means the amount specified in the Schedule and in your Policy which you must pay towards any claim. It is payable for each occurrence covered by your Policy.

**“Exotic”** means any vehicle that is fully imported and listed as an exotic vehicle on the Schedule. It includes, but is not limited to Austin Healey, Ferrari, Lamborghini, Lotus, Maserati or Porsche.

**“GST”** means Goods and Services Tax.

**“Hire Car Costs”** means the amount paid by you in relation to hiring a car, but does not include running costs, damage to the hire car, any insurance excess or other costs which you may be liable for under the hire car rental agreement.

**“Insurer”** means Wesfarmers General Insurance Limited, trading as Lumley General

**“Market Value”** means our assessment of the value of your Vehicle or other covered property immediately prior to any loss or damage taking into account its make, model, age, kilometres travelled and condition. This includes additional modifications, specified accessories and optional extras noted on your Schedule immediately before the loss or damage.

To determine the market value, we may refer to an accepted motor vehicle valuation guide used by the motor vehicle industry.

**“Negotiable Instrument”** means a legal document that represents money and that can be legally transferred in title from one person to another.

**“Nominated Driver”** means the person or persons that are listed on your Schedule or any person who drives your Vehicle once during the current Period of Insurance in exceptional circumstances only. Drivers must at all times be acceptable as a risk under our relevant underwriting guidelines and must comply with the Duty of Disclosure.

For example, our underwriting guidelines prevent acceptance of a driver who has had a licence cancelled or suspended in the last five years.

Any driver listed on the Schedule must be 25 years of age or over and 30 years of age or over if the vehicle is an exotic vehicle. If the drivers are under 25 years of age, or under 30 years of age for an exotic vehicle, they cannot be included on the Schedule unless agreed to by us.

**“Occurrence”** means one or a series of events arising out of one cause.

**“Period of Insurance”** means the period of time shown in the Schedule.

**“Policy”** means this document, the Schedule and any other endorsement or notice we give you in writing. Together they form our agreement with you.

**“Premium”** means the amount you have to pay us (inclusive of all Government charges) for your insurance.

**“Private Use”** means your Vehicle can be used:

- for social, domestic and leisure purposes;
- in connection with repair or servicing;
- for test driving or demonstration for sale, provided we have been advised and we have agreed to this in writing. An additional premium will be charged if we decide to accept this risk;
- for a private car-pool arrangement;
- to drive to and from work; or
- for business use up to 20% of the Vehicle’s usage.

**“Replacement vehicle”** means the vehicle which you have bought to replace your Vehicle which you have sold.

**“Schedule”** means the most current Schedule we give you which contains the specific insurance details for you.

**“Specified Accessories and Optional Extras”** means those accessories and optional extras which:

- are not supplied by the manufacturer as original equipment;
- you tell us about; and
- are listed in your Schedule.

**“Substitute vehicle”** means a Vehicle which does not belong to you and which you, your spouse, de facto partner or an employee are using while your Vehicle is unroadworthy or undergoing repair.

**“Sum Insured”** means the Agreed Value or Market Value (when Market Value is stated), as shown in the Schedule, excluding Vehicle registration and compulsory third party insurance costs.

**“Third Party Liability”** means Section Two – Third Party Liability Cover only will apply.

**“Total Loss”** means your Vehicle is stolen and not recovered, or is damaged so badly it would cost more to repair than the Market Value or Agreed Value of your Vehicle whichever is shown in your Schedule less the salvage value of the wreckage of your Vehicle.

**“Vehicle”, “Vehicles”** means the motor vehicle(s) and/or trailer(s) described in the Schedule, including:

- its standard tools, accessories and/or appliances;
- its fitted or non-standard extras, accessories or modifications which you have listed on your proposal or given us details of in writing and which we have accepted. However, where the non-standard extra is an audio and/or visual system, or a component of such system then the maximum we will pay is \$1,500. The maximum amount we will pay for specified accessories and optional extras whilst in your private garage is \$1,000 in any one event; and
- infant car seats and child restraints.

## **SECTION ONE - Own Loss or Damage Cover**

### **1.1 Accidental loss or damage cover**

We will cover you for the theft of, or accidental destruction of or damage to your Vehicle.

We will pay for loss or damage to your Vehicle, at our option, on one of the following basis:

- (a) repair, or replace or pay you the reasonable cost to repair or replace your Vehicle; or
- (b) pay you the Sum Insured of your Vehicle as shown in the Schedule.

If we elect to repair your Vehicle it will be our duty to ensure that the repairs are carried out in a satisfactory manner, and that your Vehicle is repaired with parts which are new or consistent with the age and condition of your Vehicle.

Any amount insured by your 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 Tax Credit to which you are entitled, we will pay this shortfall in addition to the claim settlement.

## 1.2 Additional Covers and Limitations

Please note that payment will only be made under Additional Covers below when the loss or damage to your Vehicle results in a claim, which we agree to pay, under Section One - Own Loss or Damage Cover.

|   |   |
|---|---|
| <b>Replacement following Total Loss</b> | If your Vehicle is a Total Loss as a result of an accident which occurred within two years of its original registration, we will replace your Vehicle with a new Vehicle of the same make, model and series, subject to local availability. We will also pay for the on-road costs of the new Vehicle, except costs involved with registration and compulsory third party insurance. If a replacement Vehicle is not currently available, we will pay you the Sum Insured.  |
| <b>Towing and Storage</b>               | We will pay for the reasonable cost of protection and removal of your Vehicle, following an accident or theft to the nearest repairer, place of safety or to any other place approved by us.  |
| <b>Personal Effects</b>                 | We will pay for loss or damage to personal effects caused by:<br>a) an accident involving your Vehicle;<br>b) fire; or<br>c) theft by forcible and violent entry to your Vehicle. This benefit is limited to effects belonging to you or a member of your family and to a maximum of \$300 for any one item, cash or negotiable instruments up to a total of \$750 in any one Period of Insurance.<br><br><i>For example, an entry is forcible and violent when there is physical evidence that a person has used something other than a key or remote control device to get into your Vehicle.</i> |

|  |   |
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| <p><b>Substitute Vehicle</b></p>       | <p>Section Two – Third Party Liability Cover is extended to cover accidental damage to someone else’s property, for which you are held legally liable to pay, caused by your driving of a substitute vehicle not belonging to you as if it were your Vehicle, provided that:</p> <ul style="list-style-type: none"> <li>a) your Vehicle is not being used by you because it is undergoing service or repair;</li> <li>b) the substitute vehicle is not subject to a self-drive hire agreement;</li> <li>c) the substitute vehicle is a registered vehicle and designed and used for private use;</li> <li>d) the substitute vehicle is not otherwise insured; and</li> <li>e) you were driving the vehicle with the owner’s consent.</li> </ul> |
| <p><b>Hire Car following Theft</b></p> | <p>Where your Vehicle is stolen and you need to hire a replacement car then we will reimburse you for reasonable Hire Car Costs for up to 14 days, or less if your Vehicle is found before then, regardless of its condition. We will not pay more than \$80 per day under this benefit.</p>  |

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| <p><b>Trailer(s)</b></p>             | <p>We will pay:</p> <ul style="list-style-type: none"> <li>a) for theft, or accidental loss or damage to any trailer or horse float (other than a caravan) which is owned by you while <ul style="list-style-type: none"> <li>(i) attached to your Vehicle; or</li> <li>(ii) detached from your Vehicle but within the domestic land boundaries of your usual home as long as it was not in a common area of home units, apartments and the like.</li> </ul> </li> </ul> <p><b>We will not pay</b></p> <ul style="list-style-type: none"> <li>a) for any property in the trailer; or</li> <li>b) more than \$500 or the market value of the trailer, or horse float whichever is the lesser.</li> </ul> |
| <p><b>Replacement of Vehicle</b></p> | <p>If you replace your Vehicle we will cover the replacement vehicle on our standard terms from the date of purchase, provided you notify us within 14 days of the date of purchase and pay any additional premium required by us. Cover on the replaced Vehicle ceases from the date of purchase of the replacement vehicle.</p>   |
| <p><b>Guarantee of repair</b></p>    | <p>If we repair your Vehicle, we will guarantee the repairs we authorise for any defect due to workmanship or faulty material whilst the vehicle is still owned or leased by you.</p>   |

|  |  |
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| <p><b>Replacement of parts</b></p>                       | <p>If we repair your Vehicle, we will use parts that are new or used consistent with the age and condition of your Vehicle at our option.</p>  |
| <p><b>Emergency repairs</b></p>                          | <p>If we agree to pay a claim under this Policy, and the loss or damage means that your Vehicle cannot be driven without emergency repairs, we will pay for those emergency repairs up to a maximum of \$500</p> <p><i>For example: replacing a smashed headlight enabling you to drive at night.</i></p>  |
| <p><b>Returning your Vehicle to you after repair</b></p> | <p>If we agree to pay a claim under this Policy and the repairer's premises are more than 100 kilometres away from your residence or place of work, we will pay the reasonable costs of returning your Vehicle to you after it is repaired. We will determine what such reasonable costs are.</p> <p><b>We will not pay</b></p> <p>the cost of returning your Vehicle to you if the repairer's premises are less than 100 kilometres away from your home or place of work.</p> |
| <p><b>Transport Home Costs</b></p>                       | <p>If we agree to pay a claim under this Policy, we will pay the reasonable costs for the transportation and/or accommodation of you and your passengers to your home if:</p> <ul style="list-style-type: none"> <li>a) you are more than 100km away from your home when the loss or damage occurs; and</li> <li>b) your Vehicle cannot be driven.</li> </ul>  |

|   |  |
|---|--|
| <p><b>Transport Home Costs</b> <small>Cont.</small></p> | <p><b>We will not pay</b></p> <p>more than \$500 to help you get home, if you already intended to pay for overnight accommodation in any event.</p>  |
| <p><b>Your liability under Maritime Law</b></p>         | <p>If your Vehicle is being transported by sea between places within Australia and you are held legally liable to pay under Maritime Law we will cover you for your liability for the following:</p> <ul style="list-style-type: none"> <li>a) General average. General average means that if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship, the owners of the remaining cargo must contribute towards the loss suffered by the other owners ; and</li> <li>b) Salvage charges. Salvage charges means costs incurred in recovering a marooned or disabled ship.</li> </ul> <p>You may be liable for these costs even if your Vehicle is not damaged.</p> <p><b>We will not pay</b></p> <p>more than the Agreed Value or Market Value of your Vehicle, as shown on your Schedule.</p> |
| <p><b>Art Work and Signwriting Costs</b></p>            | <p>Where business use has been selected, we will pay for the cost of reinstating artwork or signwriting on the Vehicle up to \$1,000 in total for any one claim or occurrence.</p> <p>(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover)</p>  |

|                                  |  |
|----------------------------------|--|
| <p><b>Lease payout</b></p>       | <p>If we agree to pay a claim for a Total Loss and the Market Value or Agreed Value (whichever is shown on your Schedule) at the time of loss is less than the amount owed by you under a valid hire purchase, leasing or other finance agreement, we will pay the difference between the Market Value or Agreed Value (whichever is shown on your Schedule) and the amount owed on the valid agreement up to a maximum of 10% of your Vehicle's Market Value or Agreed Value.</p> |
| <p><b>Imported Vehicles</b></p>  | <p>If your Vehicle has been imported and any part is not available in Australia, we will only pay for the cost of parts used in the repair of your Vehicle up to the manufacturers recommended list price in Australia. However if such list is not available, we will only pay for the cost of the parts plus the cost of freighting such parts by the most economic means.</p>   |
| <p><b>Choice of Repairer</b></p> | <p>You may choose any licensed repairer to repair your Vehicle. However, we may invite, accept, adjust or decline estimates or arrange to move your Vehicle, at our expense, to another repairer acceptable to both of us.</p>   |

## **SECTION TWO - Third Party Liability Cover**

### **Your legal liability cover**

We will pay, subject to the limit specified below:

**2.1** the amount which you are legally liable to pay as compensation for loss or damage to someone else's property as a result of an accident occurring during the Period of Insurance caused by or arising out of the use of:

- (a) your Vehicle;
- (b) a caravan or trailer towed by your Vehicle.

We also cover the following persons under 2.1 above in relation to the use of your Vehicle:

- (c) any person driving, using or in charge of your Vehicle with your consent;
- (d) any passenger in, or getting in, or getting out of your Vehicle;
- (e) your employer, principal or partner but only if their liability arises out of the use by you of your Vehicle; and
- (f) the Commonwealth and State Governments but only if their liability arises out of the use by you of your Vehicle on government business.

**2.2** the amount which you, or any person driving or using or in charge of your Vehicle with your consent, may be held legally liable to pay as compensation in respect of death of or bodily injury to persons as a result of an accident occurring during the Period of Insurance caused by or arising out of the use of your Vehicle, provided that your Vehicle is registered for use on a public road when the accident occurs.

**2.3** all legal costs and expenses incurred with our written agreement in defending any court proceedings arising from an accident which is covered under 2.1 and 2.2 above.

The maximum we will pay under Section Two - Third Party Liability Cover (including costs) for any one accident or series of accidents arising out of the same event, is \$20,000,000.

## **What we do not cover**

### **We will not pay for:**

- (a) claims for loss of or damage to property or death or bodily injury made against you by any other person entitled to cover under this Section;
- (b) claims for loss or damage to property where the property belongs to or is held in trust by or in the custody or control of you, any person driving, using or in charge of your Vehicle, or any person entitled to cover under this Section;
- (c) claims made under this Section by a person (other than you) who has been refused motor vehicle insurance or continuation thereof by any insurer or that we have refused to cover under the Policy;
- (d) legal costs incurred without our written consent;
- (e) claims for loss or damage to property or compensation claims by a relative or person ordinarily residing with you or the person covered under this Section, or with whom you or they ordinarily reside, or any person deemed by virtue of relevant workers compensation legislation or its equivalent to be a worker employed by you;
- (f) compensation claims relating to a person who we have not permitted to use or drive your Vehicle;
- (g) claims where you or any person driving, using or in charge of your Vehicle is entitled to be wholly or partly indemnified by or under any statutory or compulsory insurance policy or insurance, or compensation scheme or fund, or if indemnity under these is refused or the amount recoverable is nil;
- (h) penalties, fines, costs orders or awards of aggravated, exemplary or punitive damages made;
- (i) accidents where there is insurance required by law that provides cover for the liability;
- (j) claims arising from any agreement or contract you, or a person covered by this Section enter into, unless you or they would have been liable despite the agreement or contract;
- (k) any claim resulting from death or bodily injury to any:

- (i) person driving and/or in charge of your Vehicle;
  - (ii) of your employees; or
  - (iii) member of your family.
- (l) claims caused by or arising from an intentional act by you or any other person covered by this Section.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

## **SECTION THREE**

### **Optional Covers**

#### **3.1 Windscreen Replacement**

When you have selected this option (and paid an additional premium, and it is shown on your Schedule), should you need to replace your windscreen only or window glass only as a result of an accident, theft or other insured event, there will be no application of an Excess or change in your No Claim Bonus Rating (where applicable), provided such breakage is accidental, occurs during the Period of Insurance and is the only damage sustained by your Vehicle.

#### **3.2 Protected No Claim Bonus**

When you have selected this option (and paid an additional premium, and it is shown on your Schedule), your No Claim Bonus will not be affected if you make a claim, provided

- (a) You are, at the time of the loss or damage, on a maximum No Claim Bonus; and
- (b) When this option was selected you had been claims free for 2 consecutive years immediately prior to the current Period of Insurance.

This cover does not apply if someone other than you, or a nominated driver shown on your Schedule, is driving the Vehicle at the time of the loss or damage.

#### **3.3 Hire Car following accident**

When you have selected this option (and paid an additional premium, and it is shown on your Schedule), and your Vehicle is damaged requiring repair or is a Total Loss, and we agree to pay a claim, if you need to

hire a replacement car, then we will reimburse you for reasonable Hire Car Costs for up to 14 days, or less if your Vehicle is repaired before then. This cover commences from the date your Vehicle is taken to the repairer. We will not pay more than \$80 per day under this benefit.

### **3.4 Express freight**

When you have selected this option (and paid an additional premium, and it is shown on your Schedule) and we agree to pay a claim, we will pay up to 10% of the Agreed Value or Market Value towards the cost of express air freight to import the parts necessary to repair your Vehicle, if the parts are not obtainable in Australia.

## **SECTION FOUR - Premium Discounts**

### **4.1 Low Kilometre option**

When you have selected this option, and it is shown on your Schedule, your premium will be reduced if you travel 10,000 kilometres or less in a 12 month Period of Insurance. At the commencement of your Policy and on renewal, we will require a signed declaration stating the kilometres will not exceed 10,000 in a 12 month period. Should the distance travelled exceed 10,000 kms, the discount will be removed and an additional premium, including a 10% loading on the annual premium, will be charged. In the event of a claim, this figure will be deducted from your claim payout.

### **4.2 Double the basic excess option**

When you have selected this option, and it is shown on your Schedule, your premium will be reduced. The basic excess will be doubled and this amount will be shown on your Schedule.

### **4.3 Increased basic excess option**

When you have selected this option to Increase the Basic Excess by \$500, \$1,000, \$2,000, \$2,500 or \$3,000 your premium will be reduced. The increase in basic excess will be applied and this amount will be shown on your Schedule.

## SECTION FIVE – General Exclusions

These exclusions apply to you and any other person covered by your Policy as if they were you.

We will not pay for any loss, damage or liability arising directly or indirectly from or in any way connected with:

- 5.1** your Vehicle being driven by you, or by any person with your consent, who is not licensed to drive your Vehicle under all relevant laws, by laws and regulations.
- 5.2** your Vehicle being driven by any person:
  - (a) whose faculties are impaired by any drug, alcohol or intoxicating liquor; or
  - (b) who is convicted of or charged with or reasonably suspected of driving, at the time of the accident, under the influence of any drug, alcohol or intoxicating liquor; or
  - (c) with a percentage of alcohol in his/her breath or blood 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 any law of a State or Territory.

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

- 5.3** your Vehicle being used to carry a greater number of passengers or convey or tow a load in excess of that for which your Vehicle was constructed. We will pay if you prove the loss, damage or liability was not caused or contributed to by such greater number of passengers or load.
- 5.4** your Vehicle being used in an unsafe or unroadworthy condition and such condition caused or contributed to the loss, damage or liability. This does not apply where you could not have reasonably detected the unsafe or unroadworthy condition.

- 5.5** your own criminal act or resulting from the use by you of your Vehicle for an unlawful purpose or whilst being used for an unlawful purpose by some other person with your consent.
- 5.6** your Vehicle being used in connection with the motor trade for experiments, tests or trials.
- 5.7** your Vehicle being used for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement. If your full-time employer pays you a travelling allowance, we will not regard that as hire, fare or reward.
- 5.8** 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) radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.
- 5.9** your Vehicle being used by you, or someone with your consent:
- (a) for or being tested in preparation for any motor sport, racing or pacemaking, or a reliability, speed or hill climbing trial, test or contest or any other motor sport;
  - (b) when being driven on a race track or speedway track or course; or
  - (c) when being driven on any driver training or driver instruction day on a racetrack or speedway track or course, or on any section of a rally or similar event, unless you have notified us of your intention to use your Vehicle for this purpose and we have agreed to provide cover and you agree to pay us the additional Premium we require.
- 5.10** depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure.
- 5.11** damage to your Vehicle's tyres by application of brakes or by road punctures, cuts or bursts.

- 5.12** the insertion of incorrect fuel type or contaminated fuel into your Vehicle, whether you knew it was the incorrect fuel type or contaminated fuel or not.
- 5.13** lawful seizure or other operation of law.
- 5.14** your Vehicle being on consignment or in the possession of a person as part of the person's stock in trade.
- 5.15** theft of or from your Vehicle after an accident or breakdown if reasonable steps to protect or safeguard your Vehicle had not been taken.
- 5.16** any other covered person stealing, converting, absconding or otherwise misappropriating your Vehicle.
- 5.17** your inability to use your Vehicle, except where cover is provided under Section 1.2 – Additional Covers.
- 5.18** your Vehicle being on rails other than as cargo.
- 5.19** 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 your Policy.
- 5.20** asbestos.
- 5.21** any act of Terrorism or any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of Terrorism regardless of any other contributing cause or event.
- 5.22** loss or damage caused by a bushfire, grass fire or named cyclone within 48 hours of the start date of your policy, unless you took out this insurance policy immediately after another insurance policy covering the Vehicle expired, but only under the same Sums Insured and conditions as your previous policy.
- 5.23** your vehicle has an approved security device(s) installed and
- (a) the device(s) has not been maintained in working order;
  - (b) the device(s) has not been turned on when your vehicle is left unattended; or
  - (c) the device(s) has been disabled or removed with your prior knowledge.

## **SECTION SIX - General Conditions**

### **6.1 Duty of Disclosure and Misrepresentation**

If you:

- (a) failed to comply with the duty of disclosure before your Policy was entered into, by not telling us every matter which you knew or which a reasonable person could be expected to have known to be a matter relevant to our decision whether to insure you and on what terms to insure you; or
- (b) misrepresented any fact to us before your Policy was entered into; and

if we would not have entered into the Policy with you for the same Premium and on the same terms and conditions expressed in your Policy but for the failure to disclose or the misrepresentations, then if the non-disclosure or misrepresentation was fraudulent or dishonest

- (i) we may avoid your Policy; or
- (ii) our liability in respect of any claim may be reduced to an amount which would place us in the position in which we would have been but for your failure to disclose or your misrepresentation.

### **6.2 Cancellation by you**

You may cancel your Policy at any time by telling us in writing you want to cancel it.

Where more than one person is insured under your Policy, we will only cancel the Policy when a written request to cancel the Policy is received from all insured persons.

Cancellation by you will be effective when we receive your request and all cover will cease.

We subtract from any premium you have paid us an amount to cover the Period of Insurance that we have already insured you for. We then return the rest of the premium to you, less any Policy fees or administration fees (these are non refundable) and any non refundable government charges and/or cancellation fees.

### 6.3 Cancellation by us

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

- (a) made a misrepresentation to us before the Policy was entered into;
- (b) failed to comply with the Duty of Disclosure;
- (c) failed to comply with a term or condition of your Policy including failure to pay the Premium;
- (d) made a fraudulent claim under your Policy or any other Policy during the time your Policy has been in effect;
- (e) failed to notify us of a specific act or omission as required by your Policy; or
- (f) failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.

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

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

After cancellation and subject to your cooling off period rights (See Important Information Section – Cooling Off Rights), we subtract from any premium you have paid us an amount to cover the Period of Insurance that we have already insured you for. We then return the rest of the premium to you, less any Policy fees or administration fees (these are non refundable) and any non refundable government charges and/or cancellation fees. There is no refund if you have been paying by monthly premium instalments or if we agree to pay a claim, and your Vehicle is a Total Loss.

We will cancel this Policy if an instalment premium has remained unpaid for more than 1 month. The cancellation will take effect from the date of your last due instalment. Applicable administration and/or policy fees taken in your first instalment will not be refunded.

#### **6.4 Monthly Premium Instalments**

Where you are paying by 7 or more monthly premium instalment payments each year:

- (a) if you do not pay any Premium instalment by the date agreed, we will:
  - (i) in the event of a claim, not pay for any loss, damage or liability incurred if such instalment is more than 14 days overdue. If such instalment is less than 14 days overdue, we are entitled to deduct the overdue amount from any claim settlement; and
  - (ii) automatically cancel your Policy if any Premium instalment is more than 30 days in arrears.
- (b) and where we agree to pay a claim and your Vehicle is a Total Loss, we are entitled to deduct all remaining Premium instalments which are unpaid, from any claim settlement.

#### **6.5 Transfer of interest in the Policy**

No interest in this Policy can be transferred without our written consent.

#### **6.6 Obligations of third parties covered by your Policy**

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

#### **6.7 Other insurance**

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

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

## **6.8 Reasonable protection and maintenance of your Vehicle**

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

## **6.9 Notice of changes in circumstances**

You must give us notice as soon as possible:

- (a) of any change in or addition to the person or persons who will drive the Vehicle;
- (b) where any drivers licence is restricted, suspended or cancelled;
- (c) of particulars of any motor accidents involving you or any person who drives your Vehicle;
- (d) of particulars of any conversion, alteration or modification of your Vehicle from its maker's specifications. You must pay any additional premium if required;
- (e) if any alarm/anti theft device ceases to be in good working order; or
- (f) if there is a change in the use of your Vehicle.

## **6.10 Renewal**

At expiry of the Policy, we may offer to enter into a new agreement for a new Period of Insurance.

Any renewal advice will indicate the Premium payable for the new agreement and any proposed alteration to the agreement. Before the Policy is renewed you must comply with the duty of disclosure (See Important Information Section - Duty of Disclosure and Section 6.1 – Duty of Disclosure and Misrepresentation).

## **6.11 Dangerous Goods**

If any hazardous goods or substances are carried in your Vehicle you must comply with all relevant laws, by-laws and/or statutory regulations. Should non-compliance with this condition prejudice our interests, the amount of any benefit under the Policy will be reduced by the amount that represents the extent to which our interests have been prejudiced by that non-compliance.

## **6.12 Changing Your Policy**

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

- (a) we tell you in writing we have agreed to it; or
- (b) we give you a new Schedule or endorsement detailing the change.

## **6.13 Notices**

We will give you any notice in writing. It will be effective from the earlier of the time of:

- (a) delivery to you personally; or
- (b) postage to your address last known to us.

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

## **6.14 Law and Jurisdiction**

This insurance is subject to the laws of the State or Territory in Australia where your Policy was issued.

## **SECTION SEVEN - Claims**

### **7.1 What you must do when you make a claim**

- (a) you must advise us by telephone or in writing as soon as practicable after you suffer a loss or damage. You should send us
  - (i) full details in writing; and
  - (ii) any communication or court document received.

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

- (b) you must take all reasonable steps to stop any further loss from occurring;
- (c) you must not repair or replace any damaged property without our consent. You may choose your licensed repairer, but before repairs are started you must:

- (i) obtain our written agreement to your chosen licensed repairer; and
- (ii) 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 another repairer acceptable to both of us for quotation purposes.

- (d) you must notify the Police as soon as possible in respect of theft of, attempted theft of or malicious damage to your Vehicle, or if damage to property other than the vehicles involved exceeds \$500, or if a person was injured in an accident;
- (e) if your Vehicle is stolen, you must immediately contact the relevant vehicle tracking bureau if your Vehicle is fitted with a remote tracking security system;
- (f) you must not pay or promise to pay or offer payment or admit responsibility for a claim;
- (g) you must keep the property that has been damaged so we can inspect it;
- (h) you must notify us of any other insurance that also provides cover, whether in whole or in part;
- (i) you must provide us with all the information that we require including valuations, receipts, proof of ownership and statutory declarations if requested; and
- (j) you must give us all the information and cooperation that we require and promptly forward to us all correspondence received by you concerning the event or claim or loss or damage.

## **7.2 When we agree to pay a claim**

- (a) we will reduce the amount we pay you by the Excess (See Section 7.3 below) and any Premium due to us;
- (b) we will not pay you more than the Sum Insured or relevant limit applicable to the item unless otherwise stated in your Policy; and
- (c) we have the right to exercise your legal rights to conduct, defend or settle any legal or recovery action that we consider necessary and to do so in your name.

### 7.3 Payment of Excesses

An Excess may apply when you make a claim. An Excess is the part of a claim you must pay and is payable for each occurrence covered by the Policy.

There are 7 types of excesses that may apply to your claim:

- (a) Basic excess
- (b) Age excess
- (c) Inexperienced driver excess
- (d) Non nominated driver excess
- (e) Double the basic excess
- (f) Increased basic excess
- (g) Imposed excess

If any of these excesses apply to you or other drivers of your Vehicle we will reduce the amount we pay by the amount of the Excess or we will ask you to pay it.

The type and amount of Excess is shown in your Policy and the Schedule.

For example, if we agree to pay your claim where the repair costs are \$5,000 and your excess is \$750, we will pay \$4,250. Usually, we will ask you to pay this excess to the repairer when you pick up your Vehicle.

In some cases, we will waive the requirement for you to pay an Excess. This applies if you have an accident involving another vehicle which damages or destroys your Vehicle and we agree that the accident was not your fault.

We consider an accident not your fault if:

1. we agree that it is not your fault; and
2. another person (not driving your Vehicle or a passenger in your Vehicle) or their insurer admits to us that another person is at fault; and
3. you tell us the correct name, current address and driver's licence number of the person or persons who are at fault and the correct registration number and description of their vehicle or vehicles.

## ***Claims where only a basic excess applies***

No age or inexperienced driver excess applies if the claim is for damage caused by theft, malicious damage, hail, flood, storm or other natural disasters.

## ***Excess in legal liability claims***

If we agree to pay a claim to a third party for your legal liability, you must pay us any excess that applies to that claim. This excess will not apply if you have already paid an excess for theft, loss or damage to your Vehicle for the same event.

Please remember, the amount of any excess that applies to your claim is shown in the Schedule and in your Policy.

## ***Excess in Windscreen claims***

We will only charge the basic excess shown in your Schedule unless you have selected the Optional Cover for Windscreen Replacement, (and you have paid an additional premium and it is shown in your Schedule).

## ***The 7 types of excesses are:***

### **(a) Basic excess**

We apply a basic excess to every claim unless we agree you do not have to pay this excess.

### **(b) Age excess**

In addition to the basic excess and any other applicable excesses, we apply an age excess to a claim if the person driving your Vehicle at the time of the loss or damage is under 25 years of age. You will find the amounts of these excesses and how they apply to each driver in your Schedule.

Please remember, you must tell us as soon as possible if there is any change to the list of people who are likely to drive your Vehicle.

### **(c) Inexperienced driver excess**

In addition to the basic excess and any other applicable excesses, an inexperienced driver excess will apply if the person driving the Vehicle, at the time of the loss or damage, had been licensed to drive for less than 2 years and is 25 years of

age or more. You will find the amounts of these excesses and how they apply to each driver in your Schedule.

**(d) Non nominated driver excess**

In addition to the basic excess and any other applicable excesses, a non-nominated driver excess of \$5000 will also apply if the person who is driving the Vehicle at the time of the loss or damage is not noted on the Schedule.

We will not apply this excess in respect of accidents involving:

- (i) Loss or damage occurring whilst your Vehicle is in the custody of a person in the motor trade for the purposes of repair, maintenance, service or storage; or
- (ii) Loss or damage caused by fire, explosion, lightning, hail, flood or theft.

**(e) Double the basic excess**

If you have selected this Option to Double the Basic Excess and it is shown on your Schedule and you need to make a claim against your Policy, then the basic excess shown on your Schedule will be applied in addition to any other applicable excesses.

**(f) Increased basic excess**

If you have selected this Option to Increase the Basic Excess and it is shown on your Schedule and you need to make a claim against your Policy, then the basic excess shown on your Schedule will be applied in addition to any other applicable excesses.

**(g) Imposed excess**

In addition to the basic excess and any other applicable excesses, an imposed special excess may be applied. You will find the amounts of these excesses and how they apply to each driver noted in your Schedule.

## **7.4 Salvage**

If your Vehicle is a Total Loss the wreckage of your Vehicle will, at our option, become our property and we will keep the proceeds of any salvage sale.

## 7.5 Total Loss

If your Vehicle is a Total Loss your Policy is treated as having come to an end. A new Policy must be effected for a replacement vehicle. We will not refund any Premium, relevant government charges, administration and Policy fees. Any outstanding unexpired portion of your Vehicle's registration and stamp duty becomes our property and we are entitled to any registration and stamp duty refund where applicable.

If we agree to pay your claim and your Vehicle is a Total Loss we will pay you the Market Value of your Vehicle as determined by an independent assessor or the Agreed Value of your Vehicle as stated in your Schedule less:

- (a) any excess that may apply;
- (b) any finance owing on your Vehicle; and
- (c) the remaining Premium and government charges owing from your total annual premium and any outstanding administration and Policy fees (if you are paying your Policy premium by monthly instalments).

## NOTES

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