

personal lines



Private Motor

Product Disclosure
Statement and
Insurance Policy



Lumley 
Insurance

The insurer of this product is:

Wesfarmers General Insurance Limited
 ABN 24 000 036 279, AFS Licence No. 241461
 trading as Lumley Insurance
 Preparation Date: April 1st 2011

Lumley Insurance is a trading name of:

Wesfarmers General Insurance Limited
 ABN 24 000 036 279
 Email: general@lumley.com.au
 Website: www.lumley.com.au

TABLE OF CONTENTS

Section 1- Important Information	1
Purpose of this Product Disclosure Statement.....	1
About Lumley Insurance.....	1
Our contact details	1
About this document.....	1
The covers you can apply for.....	2
Our agreement with you.....	2
Renewing	3
Cooling off	4
Code of practice.....	4
Complaints.....	4
Privacy	5
Compensation Arrangements	5
Updating our Product Disclosure Statement	6
How This Insurance Works	7
Cost of this insurance.....	7
Duty of Disclosure	8
GST.....	10
Section 2 - Summary of Cover	11
Section 3 - Insured Events	15
Section 4 - Additional Benefits	23
Section 5 - Optional Benefits	33
Section 6 - General Exclusions	35
Section 7 - Other Information About Your Policy .	38
Agreed or Market Value.....	38
Dangerous Goods	38
Excess.....	39
Interested parties.....	39
Joint Policyholders.....	40
No Claim Discount.....	40
Notices.....	40
Restricted Drivers.....	40
Towing.....	41
Vehicle Usage	41
Section 8 - Claims	42
Section 9 - What Our Words Mean	44

SECTION 1 - IMPORTANT INFORMATION

Lumley Insurance welcomes you as a customer. If you have any queries in relation to this insurance please contact your adviser if they have been appointed to act for you. We can also be contacted at our offices which are listed on the back page of this document.

About the insurer

The insurer of this product is Wesfarmers General Insurance Limited, ABN 24 000 036 279, AFSL 241461, trading as Lumley Insurance. In this document unless otherwise stated, the insurer is called “we” “us” “our” and/or “Lumley Insurance”.

Our contact details

If you or your adviser need to contact us, have any questions or would like any further information regarding this insurance, contact us using the contact details provided in this document or where relevant, our agent or local office. If you have any queries in relation to this insurance please contact your adviser if they have been appointed to act for you. We can also be contacted at our offices which are listed on the back page of this document.

About this document

This document is a Product Disclosure Statement and Policy wording which contains important information to help you understand Lumley Insurance’s Private Motor Vehicle Insurance. Before you decide whether to purchase it, you need to read this document carefully to understand its features and benefits. Certain words have special meaning and these are set out in Section 9.

See “How this insurance works” on page 7 which provides a guide designed to help you understand how this insurance works.

The covers you can apply for

The four types of cover you can choose from are:

- Gold Comprehensive insurance cover;
- Comprehensive insurance cover;
- Third Party Property, Fire and Theft cover; or
- Third Party Property Damage cover.

In some cases the Schedule or an endorsement to the Policy may include additional covers or amend the standard covers.

The Policy continues for and only applies to events which occur during the Period of Insurance.

We only provide cover up to the amounts and limits and Sums Insured specified in the Policy, less any applicable Excess.

We do not cover you for anything that is the subject of an exclusion. An exclusion may be in the relevant cover section itself, or in the general exclusions that apply to all covers unless specified otherwise or in the Schedule or an endorsement to the Policy.

Certain terms of the Policy impose obligations on you that must be complied with during the Period of Insurance, including when making a claim. If you do not comply we can refuse to pay a claim to the extent permitted by the Insurance Contracts Act 1984 and/or cancel the Policy.

If you make a fraudulent claim we can refuse to pay it and/or we may cancel the Policy.

We only cover your interest in the insured property unless you specifically include cover for the interest of a third party which will be shown in the Schedule.

Our agreement with you

If we agree to provide cover we do so subject to your agreement to pay the Premium by the time required by us and on the terms of:

- this document;

- the Schedule that we issue to you. This confirms the cover type provided and contains other important information, including the Period of Insurance, your Premium, details of your property and any Excess that may apply to you and others. It may also amend the standard terms of this document; and
- any other documents we tell you will form part of the Policy (e.g. endorsements).

These documents make up our agreement with you which we call the Policy.

The available covers are only provided if specified as applicable in your Schedule and are subject to the terms, conditions, exclusions and limits of cover set out in this Policy.

You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items you insure.

Renewing

We may automatically continue your cover by sending you a renewal notice at least 14 days before your Policy expires. The renewal notice will show the terms and conditions, the period of insurance, any proposed alterations to your Policy and the Premium payable.

We may require you to pay an additional Premium if you notify us of a claim that happened in the period between the time we calculate the renewal Premium and the expiring period of insurance. The additional Premium we require will be based on your revised claims history and any change in your No Claim Discount. The additional Premium will not exceed the amount we would have requested had you notified us of your claim earlier.

Cooling off

Even after you make a decision to purchase this insurance, you still have cooling off rights. You can cancel your insurance policy by notifying us in writing within 21 days of cover commencing and we will refund the Premium paid unless a claim has been made. Even after this cooling off period ends you still have cancellation rights as set out in the "Other information about your policy" section.

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. We are a signatory to the Code of Practice. The Code aims to raise the standards of practice and service in the insurance industry.

If you require further details please contact your nearest Lumley Insurance office or visit our website at www.lumley.com.au.

Complaints

If you are dissatisfied with our service in any way, contact us and we will attempt to resolve the issue in accordance with our Internal Dispute Resolution procedures. A copy of our guide to resolving complaints is available on our website www.lumley.com.au. You may refer a dispute to the Financial Ombudsman Service (FOS), provided the matter falls within their jurisdiction. The FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes.

FOS contact details are as follows:

The Financial Ombudsman Service
 Phone: 1300 78 08 08
 Post: GPO Box 3, Melbourne, Victoria 3001
 Website: www.fos.org.au

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 and may communicate this information to organisations to whom we outsource certain functions such as claims assessing, mail processing and reference bureaus. This is to assist us in providing our services and products to you. In these circumstances confidentially agreements apply.

If you would like more details about our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us at any of the contact details on the last page of this document.

You can also view a copy of our Privacy Policy on our website at www.lumley.com.au.

General Advice Warning

Lumley Insurance is authorised under its licence to deal in and provide general advice in relation to this insurance.

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

Lumley Insurance's employees are paid an annual salary and possibly bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they tell you otherwise.

Compensation Arrangements

Lumley Insurance is a general insurer authorised under the *Insurance Act 1973* (Cth) (Insurance Act) to carry on general insurance business in Australia. We are supervised by the Australian Prudential Regulation

Authority (APRA) and subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to us and this Policy. This legislation has been put in place to protect certain eligible persons where a general insurer authorised under the Act fails and is unable to meet its obligations under a Policy; and
- We are exempted by the Corporations Act 2001 (Cth) from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

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 or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

Other documents may form part of our PDS and Policy. If they do we will tell you in the relevant document.

How This Insurance Works

This policy provides four different coverage options for vehicle insurance in Australia. These are explained on pages 15-22. This approach gives you flexibility as you can arrange your insurance to meet your particular needs.

Before you choose, you need to understand the significant benefits of each of the cover types, when benefits will be provided to you, and how. To do this, please read this document to understand:

- the difference between the four types of cover (pages 15-22),
- the benefits of each type of cover (pages 23-34)
- what is not covered (pages 35-38),
- the optional benefits that you can choose from (page 33-34), and
- what will happen in the event of a claim (page 42-43).

Cost of the insurance

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

- the type(s) of cover requested;
- the make, model and series of your vehicle;
- where your vehicle is kept overnight;
- the age, gender and driving history of all drivers;
- whether you will use your vehicle for private or business purposes; and
- any No Claim Discount you may be entitled to.

Factors that increase the risk to us generally increase the Premium (e.g. high claims experience or higher Sum Insured) and factors that reduce the risk to us generally reduce the premium (e.g. low claims experience or lower Sums Insured).

Your Premium also includes amounts that take into account our obligation (actual or in some cases estimated) 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.

Where we are required to pay an estimated amount (e.g. for Fire Services Levies) based on criteria set by the Government, we allocate to the Policy our estimate of the amount we will be required to pay. We may over or under recover in any particular year but we will not adjust your Premium because of this. You can ask us for more details if you wish.

When you apply for this insurance, you will be advised of the total amount payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in your Schedule, which will be sent to you within 5 days of the issue of this product. If you fail to pay your premium we may reduce any claim payment by the amount of Premium owing and/or cancel the Policy.

Duty of Disclosure

Before you enter into the 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 the Policy with us, to that which applies when you renew, vary, extend or replace it.

Your Duty of Disclosure when you enter into the 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 or a reasonable person in the circumstances could be expected to know, which is relevant to our decision whether to accept the risk of the insurance.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace the Policy

When you renew, extend, vary or reinstate the 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 for either duty

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, we ought to know; or
- 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 the Policy. If you provide information for another insured, it is as if they provided it to us.

What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with we may reduce or refuse to pay a claim or cancel the Policy. If a breach of the duty of disclosure is fraudulent, we may be able to treat the Policy as if it never existed and won't have to pay any claims under the policy.

Notify us of changes

You must tell us as soon as possible about any circumstance which changes the information you have provided to us and which may affect the risks insured or the occurrence of any events which are excluded.

As any change made to your Vehicle or the drivers of the Vehicle which we insure under this Policy might

affect the nature of the risk covered by this Policy, you must notify us as soon as possible.

For example:

- change of persons who may drive the Vehicle;
- change in Vehicle licence conditions;
- driving charges, fines or convictions;
- motor accidents that involve you or any drivers of your Vehicle;
- Vehicle Modifications to maker's specifications; and
- non-functioning security systems

Any changes that you notify us of become effective when we tell you we have agreed to it or we give you a new Schedule or endorsement detailing the change.

GST

All the benefits listed in this Policy include GST. Any claim settlements, up to the Sum insured, will include GST. However, the amount we are liable to pay will be reduced by any input tax credit you are entitled to (if you are entitled to an input tax credit, you must tell us the extent of your entitlement).



SECTION 2 - SUMMARY OF COVER

		Gold Comprehensive insurance cover	Comprehensive insurance cover	Third Party Property, Fire and Theft cover	Third Party Property Damage cover
Insured Events	Legal Liability (third party property damage)	✓	✓	✓	✓
	Theft	✓	✓	✓	X
	Malicious damage	✓	✓	X	X
	Fire and explosion	✓	✓	✓	X
	Storm, hail, lightning, rain, flood or other water damage	✓	✓	X	X
	Own vehicle damage: collision	✓	✓	X	X
Additional Benefits	Replacement of vehicle (page 23)	✓	✓	✓	✓
	Choice of licensed repairer (page 25)	✓	✓	✓	✓
	Damage caused by uninsured drivers (page 33)	✓	✓	✓	✓
	Emergency accommodation (page 29)	✓	✓	X	X
	Emergency repairs (page 27)	✓	✓	X	X

	Gold Comprehensive insurance cover	Comprehensive insurance cover	Third Party Property, Fire and Theft cover	Third Party Property Damage cover
Lifetime Repair Guarantee (page 25)	✓	✓	✓	✓
Personal Property (page 29)	✓	✓	X	X
Replacement vehicle (page 23)	✓	✓	X	X
Trailer cover (page 29)	✓	✓	X	X
Lock re-keying or re-coding (page 27)	✓	✓	X	X
Towing and storage costs (page 31)	✓	✓	✓	X
Hire Car following theft (page 31)	✓	✓	X	X
Optional Benefits (an extra Premium is payable)				
Hire Car (page 34)	✓	✓	X	X
Maximum No Claim Discount protection (page 34)	✓	✓	X	X
Vehicle Glass Replacement (page 33)	✓	✓	X	X

SECTION 3 - INSURED EVENTS

This section sets out what is, and what is not, covered under each type of insurance.

There are also General Exclusions which apply. These are described on pages 35-38.

Gold Comprehensive and Comprehensive cover

Insured events	
What is covered	What is not covered
<p>If your Vehicle is:</p> <ul style="list-style-type: none"> involved in a collision; lost or damaged as a result of storm, flood or other water damage; damaged as a result of lightning, rain or hail; damaged as a result of fire or explosion; maliciously damaged; or stolen and found damaged, <p>we will at our discretion:</p> <ul style="list-style-type: none"> repair your Vehicle; or pay the cost of repairing your Vehicle; or pay you the Sum insured; or replace your Vehicle with a new Vehicle of similar make, model and series (subject to local availability). <p>If your car is stolen and not found, we will at our discretion:</p> <ul style="list-style-type: none"> pay you the Sum insured; or replace your Vehicle with a new Vehicle of similar make, model and series (subject to local availability). 	<p>The cost of any repairs to your Vehicle unless we have authorised them.</p> <p>Damage to the tyres of your Vehicle caused by the application of brakes or by punctures, cuts, or bursts.</p> <p>Damage or theft if you have not taken reasonable precautions to safeguard your Vehicle or to have it towed to a safe place after an insured event or breakdown.</p>

In addition, you are entitled to the Third Party Property Damage cover.

For payment of an additional *Premium*, you are also entitled to the Optional Benefits described on page 33.

Third Party Property, Fire and Theft cover

Insured events	
What is covered	What is not covered
<p>We will only cover you for loss or damage to your Vehicle which is caused by fire or theft occurring during the Period of Insurance.</p> <p>We will pay for loss or damage to your Vehicle, at our option, on the following basis:</p> <p>(a) repair, replace or pay you the reasonable cost to repair or replace your Vehicle; or</p> <p>(b) pay you the Sum Insured of your Vehicle as shown in the Schedule.</p> <p>If we elect to repair your Vehicle we will 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. If your Vehicle is a Total Loss we will pay you the Sum Insured shown in the Schedule.</p>	<p>The cost of any repairs to your Vehicle unless we have authorised them.</p> <p>Damage or theft if you have not taken reasonable precautions to safeguard your Vehicle or to have it towed to a safe place after an insured event or breakdown.</p>

In addition, you are entitled to:

- the Third Party Property Damage cover listed in the next section.

Third Party Property Damage cover

Insured events	
What is covered	What is not covered
<p>Your legal liability cover for damage to other people's property.</p> <p>We cover you for:</p> <ol style="list-style-type: none"> 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 your Vehicle and/or a caravan or trailer towed by your Vehicle. <p>We also cover the following persons in relation to the use of your Vehicle:</p> <ol style="list-style-type: none"> any person driving, using or in charge of your Vehicle with your consent; any passenger in, or getting in, or getting out of your Vehicle; your employer, principal or partner but only if their liability arises out of the use by you of your Vehicle; and the Commonwealth and State Governments but only if their liability arises out of the use by you of your Vehicle on government business; <ol style="list-style-type: none"> 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; all legal costs and expenses incurred with our written agreement in defending any court proceedings arising from an event for which cover is provided by this Cover. 	<p>We will not pay for:</p> <ol style="list-style-type: none"> 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 Cover; 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 member of your family, a nominated or authorised driver, any person you employ, any person driving, using or in charge of your Vehicle or any person entitled to cover under this Cover; claims made under this Cover 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; legal costs incurred without our written consent; compensation claims by a relative or person ordinarily residing with you or the person covered under this Cover, 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; compensation claims relating to a person who we have not permitted to use or drive your Vehicle; 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; penalties, fines or awards of aggravated, exemplary or punitive damages made; accidents where there is insurance required by law and that insurance provides cover for the liability;

Insured events	
What is covered	What is not covered
<p>The most we will pay under this Cover (including any legal costs) for any one Accident or series of accidents arising out of the same event is \$20,000,000.</p>	<ul style="list-style-type: none"> (j) claims arising from any agreement or contract you, or a person covered by this Cover 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: <ul style="list-style-type: none"> (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 Cover (m) claims due to or arising out of any agreement or contract you have entered into unless you would have been liable without the agreement or contract.
<p>Legal costs and expenses</p> <p>If your vehicle is involved in a collision and causes damage to someone else's property, we will also pay all legal costs and expenses incurred with our prior written consent in defending any court proceedings if we have accepted a claim for your legal liability.</p>	<p>We will not pay for:</p> <p>Legal costs and expenses we have not agreed to pay in writing;</p> <p>Legal costs to defend any type of criminal proceeding; and</p> <p>Fines for breaches of any road traffic statutes, acts, by-laws or regulations.</p>

You are also entitled to a number of Additional Benefits, described in the next section.

SECTION 4 - ADDITIONAL BENEFITS

We also give you a number of significant benefits at no extra cost. These benefits are listed below. You should note that they are subject to the General Exclusions detailed on page 35-38.

Benefits apply to:

- Gold Comprehensive cover
- Comprehensive cover
- Third Party Property, Fire and Theft Cover
- Third Party Property Damage

What is covered

Replacement of Vehicle

If you replace your Vehicle we will cover the replacement Vehicle on the terms set out in your Policy from the date of purchase, provided you:

- notify us within 14 days of the date of purchase;
- agree to any revised conditions;
- pay any additional Premium required by us;
- we agree to insure it; and
- you give us full details about the replacement car.

We also reserve the right not to insure the replacement vehicle after 14 days from the date of purchase. Cover on the replaced Vehicle ceases from the date of purchase of the replacement Vehicle

If you have chosen Gold Comprehensive Cover or Comprehensive Cover, we will cover the replacement car up to the lesser of:

- The sum insured shown on your schedule;
- The purchase price of the replacement car; or
- \$150,000.

If you have chosen Third Party Property, Fire and Theft cover, we will cover the replacement vehicle up to the lesser of:

- The sum insured shown on your schedule; or
- The purchase price of the replacement vehicle; or
- \$15,000.

What is not covered

We will not pay unless:

We agree to do so and provide you with a new Schedule. We will not cover the replacement vehicle for longer than the lesser of:

- 14 days from the date of change; or
- the remainder of the period of insurance.

What is covered	What is not covered
<p>Choice of licensed repairer</p> <p>If we assess that your vehicle can be repaired, you can choose to:</p> <ul style="list-style-type: none"> • use our authorised repairer; or • use your own licensed repairer, if the total repair costs do not exceed those quoted by our authorised repairer for comparable repairs. <p>You will only be entitled to the Lifetime Repair Guarantee described in the Additional Benefits section below if you choose to use our authorised repairer.</p> <p>We reserve the right to:</p> <ul style="list-style-type: none"> • determine the method of repairs; and • make sure that the repairs are carried out satisfactorily, and make sure that the parts used for repairs are new or are consistent with the age and condition of your vehicle. 	<p>If any parts are not available in Australia, we will not pay the shipping costs to freight the parts to Australia.</p>
<p>Lifetime repair guarantee</p> <p>We will guarantee the workmanship and materials on all repairs authorised by us and completed by our authorised repairers, for the life of your vehicle.</p> <p>We will arrange for any unsatisfactory repairs to be inspected and for the necessary rectification to be carried out.</p>	<p>We will not pay for rectification of any repairs not authorised by us.</p> <p>We will not pay for rectification of any repairs not completed by our authorised repairers.</p>

Benefits apply to:

- Gold Comprehensive cover
- Comprehensive cover

What is covered**What is not covered****Substitute Vehicle**

Where the Schedule shows you are covered for Gold Comprehensive or Comprehensive, 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 (with the owner's consent) a substitute vehicle not belonging to you as if it were your Vehicle. Provided that:

- your Vehicle is not being used by you because it is undergoing service or repair; and
- the substitute vehicle is not subject to a self-drive hire agreement; and
- the substitute vehicle is a registered vehicle and designed and used for private use; and
- the substitute vehicle is not otherwise insured.

Emergency Repairs

If your Vehicle is involved in an Accident, suffers malicious damage or is stolen and recovered in a damaged condition, we will pay for the cost of emergency repairs that may be necessary to allow you to drive the Vehicle home.

Gold Cover- \$1,000 limit

Comprehensive Cover- \$500 limit

Lock re-keying or re-coding

If your Vehicle keys are stolen, we will pay for their replacement and any necessary re-coding.

Gold Cover- \$750 limit

Comprehensive Cover- \$500 limit

We will not pay if:

- you have not reported the loss to Police; and
- the keys have been stolen by a family member, a person who resides with you or other invitee.

What is covered	What is not covered
<p>Trailer(s)</p> <p>If a trailer owned by you is stolen or accidentally damaged whilst attached to your Vehicle, we will pay the cost of repairs or the amount of loss.</p> <p>We will not pay more than the Market Value of the trailer or:</p> <p>Gold Cover- \$1,000 limit</p> <p>Comprehensive Cover- \$500 limit</p>	<p>We will not pay for a trailer not owned by you.</p>
<p>Emergency Accommodation</p> <p>If your Vehicle cannot be safely driven after being involved in an Accident, stolen or subject to malicious damage and you are more than 100 kilometres from home, we will pay for your cost of emergency accommodation.</p> <p>The most we will pay for any one claim during one Period of Insurance is:</p> <p>Gold Cover- \$1,500 in total</p> <p>Comprehensive Cover- \$100 limit per day up to \$500 in total</p>	<p>We will not pay if:</p> <ul style="list-style-type: none"> • if you are less than 100 kilometres from where you normally keep your vehicle; or • if you did not contact us as soon as practicable after the event.
<p>Personal Property</p> <p>We will pay for Personal Effects belonging to you or a member of your family which are:</p> <ul style="list-style-type: none"> • damaged in an Accident involving your Vehicle; or • stolen from your locked Vehicle. <p>The most we will pay is:</p> <p>Gold Cover- \$500 per item and up to \$1,000 in total</p> <p>Comprehensive Cover- \$100 per item and up to \$500 in total</p>	

What is covered	What is not covered
<p>Hire Car following theft</p> <p>If your vehicle is stolen and you need to hire a replacement then we will reimburse you for Hire Car Costs for up to 21 days if you choose Gold Comprehensive Cover or 14 days if you have chosen Comprehensive Cover, or less if your Vehicle is found before then, regardless of its condition. The Hire Car must be similar to your own Vehicle that was stolen. If a similar Vehicle is not locally available, we will decide a suitable replacement.</p>	<p>We will not pay</p> <ul style="list-style-type: none"> • for a rental car unless its hire has been approved by us; • the cost of fuel used during the rental period; or • for any damage to the rental car.
<p>New Vehicle replacement after a Total loss</p> <p>If your Vehicle becomes a Total Loss as a result of an Accident which occurred within two years of its original registration, and you are the original registered owner, we will replace your Vehicle with a new Vehicle of the same make, model and series, if currently available. We will also pay for the on-road costs of the new Vehicle, except costs involved with registration and compulsory third party insurance.</p>	<p>If a replacement Vehicle is not currently available, we will pay you the equivalent value of the Vehicle.</p> <p>If your Vehicle is financed we will require the consent of your financier to replace the Vehicle.</p>

Benefits apply to:

- Gold Comprehensive cover
- Comprehensive cover
- Third Party Property, Fire and Theft Cover

What is covered	What is not covered
<p>Towing and Storage</p> <p>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.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • if the cost of repairing and/or storing and returning your vehicle to you exceeds the Sum insured and we will treat your vehicle as a Total loss. If we treat your vehicle as a total loss, we will not return your vehicle to you. • for any storage costs incurred before you lodged your claim.

Benefits apply to:

- Third Party Property, Fire and Theft Cover
- Third Party Property Damage

What is covered**Damage by uninsured drivers**

If your Vehicle is damaged as a result of an Accident with an uninsured Vehicle and in our opinion you are not at fault, we will cover the cost to repair your Vehicle provided you give us:

- the name and address of the uninsured person;
- the registration number of the other Vehicle; and
- proof that the other Vehicle was uninsured.

We will pay up to \$3,000 under this option.

What is not covered

We will not pay if:

- we do not agree that the other driver was at fault; or
- the other car was being driven by your relative, spouse, de facto, any person ordinarily residing with you or with whom you ordinarily reside.

SECTION 5- OPTIONAL BENEFITS**Gold Comprehensive and Comprehensive Cover**

If you choose to pay an additional premium, you can add any of the following Optional Benefits to your Gold Comprehensive or Comprehensive insurance cover. If you have added any Optional Benefits, they will be shown on your Schedule.

Vehicle Glass Replacement

We will pay for the repair or replacement of your Vehicle's windscreen and other windows, without the application of an Excess or change in NCD Rating (where applicable), provided such breakage is Accidental, occurs once during the Period of Insurance and is the only damage sustained by your Vehicle.

No Claims Discount (NCD) Rating Protection

If you have provided evidence to satisfy us that you are entitled to a maximum no claim discount rating, and you extend your Policy to include this option, we will not reduce your current NCD Rating for the first claim which, in our opinion, is your fault in any one Period of Insurance.

This protection does not alter our right to increase the Premium on renewal of the Policy where, in our opinion, other risk factors relating to the cost of the insurance have increased.

Hire Car following Accident

If your Vehicle is damaged, requiring repair and is covered under Cover Section 3 and you need to hire a replacement Vehicle, then we will reimburse you for Hire Car Costs for up to 21 days for Gold Comprehensive cover and 14 days for Comprehensive cover, or less if your Vehicle is repaired before then.

The Hire Car must be similar to your own Vehicle. If a similar Vehicle is not locally available, we will decide a suitable replacement.

SECTION 6 - GENERAL EXCLUSIONS

We do not cover

These exclusions apply to the whole of your Policy unless otherwise stated.

Your Policy does not cover loss, damage or liability caused by, arising from, contributed to or involving any of the following:

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.
2. Your Vehicle being driven by any person:
 - whose faculties are impaired by any drug, alcohol or intoxicating liquor; or
 - who is convicted of or charged with driving, at the time of the Accident, under the influence of any drug, alcohol or intoxicating liquor; or
 - with a percentage of alcohol in his/her breath or blood in Excess of the percentage permitted by law; or
 - 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 your Vehicle was stolen.

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

6. Your Vehicle being used in connection with the motor trade for experiments, tests or trials.
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.
8. Any of the following regardless of any contributing cause or event:
 - 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
 - radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.
9. Your Vehicle being used by you, or someone with your consent:
 - 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;
 - when being driven on a race track or speedway track or course; or
 - 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.
10. Depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure.
11. Damage to your Vehicle's tyres by application of brakes or by road punctures, cuts or bursts.

12. Lawful seizure or other operation of law.
13. Your Vehicle being on consignment or in the possession of a person as part of the person's stock in trade.
14. Theft of or from your Vehicle after an Accident or breakdown if reasonable steps to protect or safeguard your Vehicle had not been taken.
15. Any other covered person stealing, converting, absconding or otherwise misappropriating your Vehicle.
16. Your inability to use your Vehicle, except for the following Additional Covers in Cover Section 4 where applicable - Towing and Storage and Hire Following Theft.
17. Your Vehicle being on rails other than as cargo.
18. 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.
19. Asbestos.
20. 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.
21. Bushfire, grassfire, flood, storm or named cyclone within 48 hours of the start date of your Period of Insurance if this is a new Policy with us, unless:
 - you had entered into a contract of sale to purchase your vehicle or a contract to lease your vehicle and took insurance with us more than 24 hours before the start date of your policy, or
 - your policy replaced another policy covering the same vehicle and there has been no break in cover, in which case our liability is limited to the lower sum insured under the 2 policies.
22. Where the driver of your car was under the age of 25 at the time of the loss or damage and you have chosen to limit cover under your policy to drivers 25 years of age or older, unless:
 - the driver is not at fault;
 - the driver was found guilty of theft or illegal use of your car;
 - your car was being driven by a car park attendant; or
 - your car was being driven by a person paid by you to repair, service or test your car.

SECTION 7 - OTHER INFORMATION ABOUT YOUR POLICY

Agreed or Market value

If you have chosen Gold Comprehensive or Comprehensive insurance cover, you can choose to insure your vehicle for:

- an Agreed value and we will pay up to the Sum insured on your Schedule;
- or
- the Market Value and we will pay up to an amount we assess your vehicle to be worth immediately before it was damaged or stolen.

The basis of valuation you have chosen will be shown on your Schedule.

Dangerous goods

If you carry any hazardous goods or substances in your vehicle you must comply with all relevant laws, by-laws and statutory regulations. If you not do these things and it prejudices our interests, we will reduce any benefit under this Policy by the amount that represents the extent to which our interest has been prejudiced.

Excess

There are five basic types of Excess.

Basic Excess. This applies to all claims unless otherwise stated in this Policy or on the Schedule.

Age Excess. This applies when the driver of the Vehicle is under 25 years of age.

However this Excess will not apply if the driver:

- was a car park attendant;
- was a learner driver under your direct supervision;
- was found guilty of theft or illegal use of your Vehicle; or
- had been paid by you to repair or service your Vehicle.

Inexperienced Driver Excess. This applies when the driver of the Vehicle is over 25 years of age and has not held a driver's licence for the two consecutive years before the claim occurred.

Additional Excess. This applies if we have agreed to cover you under special terms.

The amount of the Excess(s) can vary. They will be shown on the Schedule. In the event of a claim you may need to pay more than one of the above Excess types for any one claim.

Voluntary excess. If you choose Gold Comprehensive or Comprehensive insurance cover you may choose to pay an additional excess amount. The Voluntary excess will reduce your premium.

The Voluntary excess applies in addition to the basic excess when we accept a claim from you- unless your claim is for a first broken windscreen and you have paid an additional premium to protect your excess when you break your first windscreen.

Interested parties

We only cover your interest in your vehicle unless we specifically covered the interest of another party, such as a financier or any other owners which you have told us about. These details will be noted on your Schedule.

If a financier is noted on your Schedule as an interested party, and we agree to settle your claim on a cash basis, we have the option of paying the financier in full or part settlement of your claim.

Joint Policyholders

If more than one person takes out this insurance, the names of each will be shown on your Schedule. Each joint Policy holder has authority to make changes to this Policy, including removing the name of the other, or to cancel it.

No Claim Discount

We offer a No Claim Discount to drivers with a good insurance record. We will apply a discount off your Premium if you have a No Claim Discount rating shown on your Schedule.

For each year you do not have an at-fault claim, your No Claim Discount increases by a percentage and keeps increasing until it reaches the Maximum discount level of 65%.

Your NCD Rating is not affected if:

- (a) you have a maximum NCD Rating and have chosen to protect it; or
- (b) if the driver of your Vehicle at the time of the Accident did not, in our opinion, contribute to the cause of the Accident, however, you must give us the name and address of the owner and driver or party responsible.

Notices

When we send you any written notice, it will take effect when it is delivered to your last postal address known to us.

Restricted Drivers

You can reduce your Premium if you choose to restrict cover under your Policy to drivers 25 years of age or older. If you choose to do so, this restriction will be shown on your Schedule. Your Policy will then be subject to the exclusion shown on page 38.

Towing

If your vehicle is being towed for any reason, and you are not employing a specialist towing company, you must ensure that the towing Vehicle meets the requirements of the State or Territory registration towing limits for the trailer whilst having your vehicle securely attached to it.

Vehicle Usage

Your vehicle is insured for either private use or business use. Your vehicle will be insured for business purposes if we have asked you about its business use and we have agreed to cover your vehicle for business purposes. The class of use you have chosen will be shown on your Schedule.

Cancelling

If you cancel your Policy

You may cancel your Policy at anytime by writing to us. If you do, we will cancel your Policy when we receive your request or from any later date that you tell us.

If we cancel your Policy

We may only cancel your Policy where we are entitled to do so by law, including if you:

- failed to answer our questions truthfully and accurately;
- made a misrepresentation to us before the Policy was issued;
- made a fraudulent claim;
- failed to pay your Premium; or
- failed to comply with the terms and conditions of this Policy.

We will notify you in writing if we cancel your Policy and all cover under the Policy will stop.

SECTION 8 - CLAIMS

You must:

- advise us in writing as soon as practicable after you suffer a loss. 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 disadvantage we may have suffered because of the delay;
- take all reasonable steps to stop any further loss from occurring;
- not repair or replace any damaged Vehicle or property without our consent;
- advise the police if your Vehicle is stolen, suffered malicious damage, if property was damaged other than the Vehicles involved in the Accident or if a person was injured;
- not pay or promise to pay or offer payment or admit responsibility for a claim;
- keep the property that has been damaged so we can inspect it;
- provide us with all the information that we require to settle the claim including valuations, receipt and statutory declarations if requested; and
- cooperate with us and promptly forward to us all correspondence received by you concerning the event or claim or loss.

When we admit a claim under your Policy:

- we will reduce the amount we pay you following a covered loss by the Excess;
- we will not pay you more than the Sum Insured or relevant limit applicable to the item unless otherwise stated in your Policy or Schedule; and
- 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. The amount of any Excess you may have paid will only be refunded when we have recovered the total amount we have paid under the claim.

Repairs

If your Vehicle is not driveable and has been taken to a repairer, we will assess the quality of the repairer and the damage. We reserve the right to move the Vehicle to another repairer if we are not satisfied with their standard of workmanship. If the Vehicle is driveable you may choose to submit two independent quotations. We will then decide which repairer we will authorise.

Spare Parts and Accessories

If we are unable to repair a part we will use new, recycled or re-conditioned parts that meet the requirements of the Australian Design Rules. Parts from alternative channels may be used if not otherwise available.

We will not pay more than the manufacturer's list price in Australia plus cost of fitting. If we cannot obtain the spare part or accessory we will pay you the value plus the cost for fitting.

Total loss

If we pay your claim for a Total Loss then the cover will end. We are entitled to receive any Premium due to us or to deduct any Premium due to us from any claim payment. Return of Premium will not be made for any used period of cover following the Total Loss.

Other insurance

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only the amount by which the indemnity under your Policy exceeds the limit of cover under the other insurance, unless that other insurance was specifically written to be additional to the insurance provided in your Policy.

Should you make a claim under your Policy you must advise us of any other insurance which may cover the loss.

Salvage

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

SECTION 9 - WHAT OUR WORDS MEAN

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

To assist you, the first letter of each of the following words have been capitalised wherever they appear in your Policy (except for "we", "you", "your", "our" and "us").

"Accessories" are items or equipment installed to your car that increase your car's value, but does not alter the safety, performance or handling of the car. Accessories include but are not limited to sound systems, instruments and interior improvements.

"Accident" or **"Accidental"** means a sudden, external, violent, visible, unusual and specific event which occurs fortuitously and is unforeseen or unintended by you and which occurs at an identifiable time and place.

"Agreed value" means the amount for which we agree to insure your Vehicle as shown in the Schedule.

"Comprehensive" means Cover Section 3 – Gold comprehensive or comprehensive cover plus Third Party Property damage cover.

"Excess" means the amount of money, which you must pay if you have a claim. The amount of the Excess is shown on the Schedule and applies to each claim which may arise from one or a series of accidents arising out of one cause unless otherwise stated in this Policy. You may need to pay more than one Excess.

An Excess will not apply if, in our opinion, the driver of the Vehicle involved in the Accident was not at fault or the Vehicle was damaged whilst parked provided:

- you can give us the name, address, licence and registration number (if applicable) of each party involved in the Accident; or
- we recover the amount claimed from the other party.

An age Excess will not apply if you are claiming for:

- windscreen or window glass only;
- claims resulting from weather events;

- malicious damage; or
- damage to your Vehicle whilst parked.

“Fire, Theft and Third Party Liability” means Cover Section 3 – Third Party Property, Fire and Theft cover will apply.

“GST” means Goods and Services Tax.

“Hire Car Costs” means the amount paid by you in relation to hiring a Vehicle, 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.

“Market Value” means our assessment of the value of your Vehicle or other covered property immediately prior to any loss or damage.

“Modifications” are alterations made to the manufacturer’s standard body, engine, suspension, wheels or paintwork of your vehicle which may affect its performance or handling, value, safety or appearance. Modifications include but are not limited to body, exhaust, transmission and suspension.

“Period of Insurance” means the period starting on the start date of the period of insurance specified in your Schedule and ending on the earlier of the expiry date of the period of insurance specified in the Schedule and the time this Policy is cancelled.

“Personal Effects” means personal items owned by you which are designed to be worn or carried about but not:

- money, cheques, financial transaction cards or negotiable instruments;
- tools or items used in connection with a business or occupation; or
- portable global positioning systems (GPS).

“Policy” means our agreement with you which is made up of this document, the Schedule and any other documents we tell you will form part of the Policy (e.g endorsements).

“Premium” means the amount you have to pay us for the Policy.

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

“Sum Insured” means the Agreed Value or Market Value as shown in the Schedule, excluding Vehicle registration and compulsory third party. The Sum Insured, or any other amount stated in the Policy includes GST.

“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.

“Total Loss” means where we decide to pay you the full Sum Insured for the lost or damaged insured property. This is usually when the cost of repairs to your Vehicle is more than the Sum Insured less any amount we can obtain for the Vehicle’s salvage.

“Vehicle”, means the motor Vehicle(s) and/or trailers described in the Schedule, including the following Accessories, are covered as part of your vehicle and are included in your sum insured if they are in or on your vehicle:

- radio, audio and video systems (fitted as standard by manufacturer);
- GPS navigation systems permanently fixed and wired into your vehicle (fitted as standard by manufacturer);
- tools (supplied as standard by the vehicle manufacturer or similar replacements);
- decorative wheel trims and tyres;
- window tinting, weather shields, louvres and sunshades;
- side steps, spare wheel cover;
- steering lock, car alarm and immobiliser;
- steering wheel covers, seat covers, dash mats and floor mats;

- child restraints (e.g. baby capsules, car seats, booster seats, lap/sash belts);
- bull bar, tow bar, roof racks, racks for carrying bicycles, canoes and kayaks;
- roof top cargo carriers and internal cargo barrier;
- registration plate covers;
- bonnet and headlight protectors and protective mouldings, mud flaps;
- other 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.

“Vehicle Usage”, means the use of your Vehicle which you have told us and is shown on the Schedule. Vehicle usage may be either:

- “business use” which means earning an income that you have told us about and we have agreed in writing to cover, and for social, domestic and pleasure purposes; or
- “private use” means social, domestic and pleasure purposes, and commuting to/from work where you are not using your car during your full-time, part-time or casual working period as an integral means of earning an income.

“we”, “us”, “our” and **“Lumley Insurance”** means the insurer, Wesfarmers General Insurance Limited, ABN 24 000 036 279 AFSL 241461, trading as Lumley Insurance.

“you” and **“your”** means the person or persons named as the Insured in the current Schedule and those persons who live with you permanently who are any of the following:

- your legal spouse or defacto; or
- any member of your own family and their spouse’s or defacto’s family.



Email: general@lumley.com.au

Website: www.lumley.com.au

New South Wales

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

50 Glebe Road
The Junction
Newcastle NSW 2291
Phone: (02) 4925 7500
Fax: (02) 4940 0295

Victoria

Level 3, 99 King Street
Melbourne VIC 3000
Phone: (03) 8627 4333
Fax: (03) 8627 4312

Australian Capital Territory

Level 4, 10 Rudd Street
Canberra City ACT 2601
Phone: (02) 6279 0333
Fax: (02) 6279 0330

Tasmania

27 Paterson Street
Launceston TAS 7250
Phone: (03) 6331 5844
Fax: (03) 6331 1370

South Australia

465 Pulteney Street
Adelaide SA 5000
Phone: (08) 8228 1700
Fax: (08) 8228 1777

Western Australia

Level 9, 50 St Georges Terrace
Perth WA 6000
Phone: (08) 9220 8222
Fax: (08) 9220 8251

Queensland

Level 2, 99 Melbourne Street
South Brisbane QLD 4101
Phone: (07) 3307 4800
Fax: (07) 3307 4899

Level 5, Northtown Tower
Flinders Mall
Townsville QLD 4810
Phone: (07) 4722 6000
Fax: (07) 4724 4398

Northern Territory

Level 2, Beagle House
38 Mitchell Street
Darwin NT 0800
Phone: (08) 8946 4600
Fax: (08) 8946 4666

