



**DAWES  
MOTOR VEHICLE  
INSURANCE**

**PRODUCT DISCLOSURE STATEMENT**

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# Important Information

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## Introduction

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

We recommend you read the PDS.

This PDS is dated 1 May 2017.

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

## The Insurer

This insurance is issued by Allianz Australia Insurance Limited (ABN 15 000 122 850, AFSL 234708) of 2 Market Street, Sydney NSW 2000.

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

## Dawes

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

If you have any queries in relation to your policy, you can contact Dawes in any of the following ways:

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

**Phone:** 1300 188 299

**Fax:** +61 2 9307 6699

**Email:** insure@dawes.com.au

## Your Insurance Contract

When you buy the type of motor insurance cover you need, we enter into a contract with you which is called the policy and is made up of:

- your policy schedule;
- this Product Disclosure Statement ('PDS');
- any applicable Supplementary PDS ('SPDS') we issue that varies it; and
- any other document we tell you forms part of the policy which may vary or modify the above documents.

This document (together with any amendments, updates or endorsements that we give you in writing which may vary it) will also apply for any offer of renewal we make, unless we tell you otherwise or issue you with a new and updated PDS.

If there is more than one insured on the policy, then anything that any of the insureds says, does or omits to advise to us of, applies to and affects the rights to all of the insureds.

## Your Policy Schedule

Your policy schedule shows the type of cover you have and any optional covers you have added under the policy. It also shows the period that the policy covers you for, called the period of insurance.

## Your Responsibilities

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether the policy is specifically appropriate for your objectives, financial situation or needs, you should carefully read this document before deciding.

When entering into the policy or on renewal, variation, extension or reinstatement you must meet your duty of disclosure obligations.

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

- take all reasonable care to prevent loss of (including theft) or damage to your motor vehicle. This includes but is not limited to:
  - moving your motor vehicle from rising flood waters if it is safe to do so;
  - ensuring that the ignition keys are not left in the motor vehicle when no one is in the motor vehicle;
  - locking all the doors and windows when the motor vehicle is parked or unattended; and
  - accompanying anyone test driving the motor vehicle when it is being test driven as part of you selling the motor vehicle.
- keep your motor vehicle well maintained and in a roadworthy condition. This includes but is not limited to ensuring safety parts such as tyres, brakes and lights are in the condition necessary to allow the motor vehicle to be registered;
- ensure that any information you give us as part of a claim document or statement to us is honest and complete.

## **Not Meeting Your Responsibilities**

If you do not meet your responsibilities we may do either or both of the following:

- reduce or refuse your claim; and
- cancel your policy.

If fraud is involved we can treat your policy as if it never existed.

The above rights are subject to any relevant law obligations.

## **Your Duty of Disclosure**

Before you enter into this insurance with us, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth) ('the Act').

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, renew, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, varied, extended or reinstated as applicable).

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

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the contract.

## **Your Duty of Disclosure when you renew the contract**

Where applicable, we will tell you what your renewal duty of disclosure is prior to each renewal.

## **Your Duty of Disclosure when you vary, extend or reinstate the contract**

When you vary, extend or reinstate the contract with us, your duty is to disclose to us every matter that you know, or could reasonably 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 any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

## **Non-disclosure**

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Failure to comply with your duty of disclosure, especially concerning your driving history, including, but not limited to, speeding fines, could severely affect the

result of any subsequent claim made on the policy and could lead to a claim being declined.

## **Updating the PDS**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by contacting Dawes). Other documents may form part of the PDS. If they do, we will tell you in the relevant document.

## **Receiving Your Policy Documents**

You may choose to receive your policy documents:

- electronically, including but not limited to email; or
- by post.

If you tell Dawes to send your policy documents electronically, Dawes will send them to the email address that you have provided. This will continue until you tell Dawes otherwise or until Dawes advises that this method is no longer suitable. Each electronic communication will be deemed to be received by you 24 hours after it leaves Dawes' information system. If you do not tell Dawes to send your policy documents electronically, the policy documents will be sent to the mailing address that you have provided.

You are responsible for ensuring that the email and mailing address that Dawes has is up to date. Please contact Dawes to change your email or mailing address.

## **Benefits of the Cover**

You can select the level of cover which is appropriate for you. You can choose either:

- comprehensive cover; or
- storage and restoration cover.

Your current policy schedule will show the cover you have chosen.

## **Comprehensive insurance benefits of cover**

Subject to the terms, conditions, limits and exclusions of the policy you will be covered for:

- accidental or malicious damage (including windscreen, fixed glass or sunroof including panoramic glass roof);
- storm, hail, flood or fire;
- theft or attempted theft;

to or of your motor vehicle and

- your legal liability for damage to the property of other people following an accident involving your motor vehicle;
- your legal liability for personal injury to other people following an accident involving your motor vehicle.

We will choose to either repair the damage or pay you the cost of repairs up to the agreed value or market value whichever is shown on your policy schedule. If your motor vehicle is a total loss, we will pay up to either the agreed value or market value whichever is shown on your policy schedule, or replace your motor vehicle in specified circumstances.

## **The amount you are insured for (sum insured)**

Your current policy schedule will show whether you are insured for agreed value or market value:

- agreed value - the dollar value stated in your policy schedule. This may be altered by mutual consent. In some cases, you will not be able to have an agreed value cover under your policy; or
- market value - the value we determine as being the replacement value of your motor vehicle with another motor vehicle of the same make, model and condition as your motor vehicle immediately prior to the date of its loss or damage but excluding costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

## Additional benefits of comprehensive cover

The comprehensive cover also offers the following significant features and benefits. The table is a guide only. For information on what is covered and what is not covered and for any limits and excesses that apply please read your policy schedule and this PDS including the “exclusions” section.

<b>Feature/Benefit</b>	<b>Summary of Cover</b>
If your motor vehicle is a total loss in the 36 months after it was first registered, where you are the first registered owner (or you purchased a demonstrator model with less than 1000km on odometer) and have been continually insured through Dawes without a break in cover since it was first registered (or purchased by you if a demonstrator model with 1000km or less on its odometer)	Replacement with a new motor vehicle of the same make, model and series (where available) or payment up to the sum insured
Emergency accommodation	Up to \$2,000 for reasonable and necessary accommodation or travel expenses incurred in relation to a covered accident which occurs more than 100km from home
Towing	Up to \$2,000 if your motor vehicle is accidentally damaged or recovered after being stolen
Replacement motor vehicle	Cover for 14 days if you tell us within 14 days of receiving the replacement motor vehicle not otherwise insured and where we agree
Options, accessories or modifications	Covered as part of the sum insured if we are told about them and agree to cover them

<b>Feature/Benefit</b>	<b>Summary of Cover</b>
Trailers	Up to \$1,000 or market value (whichever is the lesser) if it is accidentally damaged while attached to your motor vehicle and is uninsured
Windscreen or broken glass cover	Repair or replacement of one windscreen or broken fixed glass or sunroof glass including panoramic glass roof per period of insurance without the application of an excess where there is no other damage to your motor vehicle
Emergency repairs	Up to \$1,000 for emergency repairs
Choice of repairer	Available, or we can recommend a repairer for you
Air freight import cover	Up to \$5,000 for express air freight of repair parts only available overseas
Hire car costs following theft or not at fault accident	Up to \$100 per day for 17 days (for motor vehicles driven on a 'daily commute' or 'daily non-commute' basis)
Hire car costs following an at fault accident	After the first 5 days of hire, up to \$100 per day for 17 days (for motor vehicles driven on a 'daily commute' or 'daily non-commute' basis)
Personal property	Cover up to \$1,000 if damaged in a covered accident or theft (excluding money, cheques, credit or debit cards and property used for earning income)

<b>Feature/Benefit</b>	<b>Summary of Cover</b>
Finance gap	Cover up to 75% of the difference between the market value or agreed value of your motor vehicle and the amount required to discharge your obligations under a lease or loan when we declare your motor vehicle a total loss
Replacing keys and locks	Replace keys and locks that are stolen
Loan car excess gap	Up to \$5,000 once during the period of insurance for any excess you have to pay under your loan car agreement for any loan car provided from the dealership whilst your motor vehicle is undergoing warranty or service work
Additional motor vehicle	Cover for 14 days from date of acquisition of an additional motor vehicle not otherwise insured
Returning your motor vehicle to you after repair	Up to \$500 for the cost of returning your motor vehicle if the repairer's premises are more than 100km from your residence or place of work
Transportation by sea	We will pay your contribution for general average and salvage charges incurred whilst your motor vehicle is being transported by sea between places within Australia

## **Legal Liability Cover Benefits**

Legal liability cover is provided under comprehensive cover.

You will be insured for up to \$30,000,000 (thirty million dollars) for damage caused by your motor vehicle to someone else's property during the period of insurance, where you or an authorised driver are at fault. The policy does not cover property that you, or the person responsible for the damage, own or have in your or their custody or possession.

You will be insured for up to \$5,000,000 (five million dollars) for personal injury or death of another person arising from an accident caused by or connected with your motor vehicle which occurs during the period of insurance.

We will not pay more than \$30,000,000 in the aggregate for all claims during the period of insurance under this section.

## **Storage/Restoration Cover Benefits**

This cover provides the same benefits for damage to your motor vehicle as comprehensive cover but excludes cover while your motor vehicle is being driven under its own power other than whilst your motor vehicle is being loaded on or off a trailer or other method of transportation for your motor vehicle. There is no cover under Section Two: Legal Liability Cover of this policy.

You are covered for some of the additional benefits provided in Section Three: Additional Benefits of the policy. The PDS will detail which of the additional benefits are covered.

## **Some Special Conditions**

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

### **Authorised Driver policy**

Section One: Loss or Damage to Your Motor Vehicle specifies only drivers:

- over the prescribed age, advised to us, agreed to by us in writing and listed in your policy schedule; or

- over the prescribed age, who drive your motor vehicle less than 2% of time during the period of insurance;

are insured to drive your motor vehicle.

## **Overnight Parking**

If your policy schedule states that your motor vehicle will be parked in one of the six categories of overnight off-street parking, then under Section One: Loss or Damage to Your Motor Vehicle you will not be covered for loss or damage to your motor vehicle between the hours of 10.00pm and 5.00am if your motor vehicle was not parked as it is shown in your policy schedule. However, this applies only if it was parked at a location at or within a 500-metre radius of the usual overnight parking address, and your policy schedule is not endorsed to include overnight street parking.

## **Your Excess**

The excess is the amount you must contribute towards the cost of any claim you make. The excesses applicable will be shown in your policy schedule.

You may have to pay more than one excess depending upon the age and driving experience of you or authorised drivers and whether your motor vehicle is being driven by an authorised driver who is not listed in the policy schedule.

The standard excesses you may be required to pay are:

- Basic Policy Excess
- Age or Inexperienced Driver Excess

Before you enter into a policy with us or prior to renewal we may at our discretion impose additional excesses based on our overall assessment of the risk and your insurance claims or loss history. If we increase the standard excess listed above or impose additional excesses, this will be shown on your policy schedule.

## **Cost of the Policy & Paying for the Insurance**

The amount that we charge you for this insurance when you first acquire your policy and when you renew your policy is called the premium. The premium is the total that we calculate when considering all of the factors which make up the risk, such as:

- the type of motor vehicle;
- the age of the motor vehicle;
- how often the motor vehicle is driven;
- where you live;
- where and how you park your motor vehicle overnight;
- the age and experience of any drivers;
- the sum insured of the motor vehicle;
- your previous claims history as well as that of others who may drive your motor vehicle.

There are three types of claims:

**At fault collision claims:** are defined as claims where you are deemed to be at fault or partially at fault, and an excess was payable. This may affect your premium;

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

**Not at fault claims:** are defined as claims where a recovery was made and nil excess applied, i.e. a third party was deemed at fault and you have provided their details. Weather-related claims are also considered not at fault, e.g. hail/storm/flood. You still need to notify us of these types of claims, but they are unlikely to affect the cost of your premium;

- your driving record as well as that of others who may drive your motor vehicle;
- how you use your motor vehicle. For example:

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

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

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

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

**Storage/restoration:** for vehicles that are not registered for use on the road (e.g. race cars) or vehicles that are currently undergoing significant restoration.

The total cost of your policy is shown on your policy schedule and is made up of your premium plus government taxes such as GST, stamp duty and fire service fees if applicable.

### Other costs, fees and charges

Other costs, fees and charges that may be applicable to the purchase of your insurance policy include:

Cost or Fee	Details
<b>Administration Fee</b>	An administration fee of up to \$550 inclusive of GST is payable by you to cover the administration cost of preparing and distributing your policy. Your administration fee is noted on your policy schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full-term cancellation.
<b>Refund of Premium and Cancellation Fee</b>	You may cancel your policy at any time. If you choose to cancel your policy, we will retain a portion of premium that relates to the period for which you have been insured. We will refund the residual for the unexpired period, less the cancellation fee of \$22 inclusive of GST, any endorsement fee, credit card processing fee, the administration fee and any non-refundable government taxes or charges, provided that no event has occurred where liability arises under the policy.

<b>Cost or Fee</b>	<b>Details</b>
<b>Endorsement Fee</b>	<p>Any change that results in an additional premium to your policy such as but not limited to:</p> <ul style="list-style-type: none"> <li>• Change of vehicle</li> <li>• Additional vehicle</li> <li>• Remove vehicle</li> <li>• Change of address</li> <li>• Additional drivers</li> </ul> <p>throughout the period of insurance may incur an endorsement fee of \$22 inclusive of GST and will be shown in your endorsement schedule. The endorsement fee is not refundable in the event of cancellation.</p>
<b>Credit Card Processing Fee</b>	<p>A credit card processing fee will apply on all credit card transactions. We apply a surcharge of up to 0.9% inclusive of GST of the total cash amount depending on the type of credit card used. The percentage payable will be shown on your tax invoice. The credit card processing fee is not refundable in the event of cancellation.</p>
<b>Commissions</b>	<p>SGL, SGUAS and Dawes may receive a commission payment from us when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your policy schedule, FSG, or contact SGL, SGUAS or Dawes directly.</p>

## **No Claim Bonus (NCB)/Rating level**

A discount is provided to reward good drivers. To provide this discount, we consider your recent driving and incident history combined with the NCB or Rating level granted by us or your current insurer. The amount of the discount varies with the number of claim-free years of driving you have accumulated. We use the youngest driver covered by the policy to establish the discount applicable.

The following shows the NCB structure:

Rating 1 / 60%

Rating 2 / 50%

Rating 3 / 40%

Rating 4 / 30%

Rating 5 / 20%

Rating 6 / 0%

Your previous and current claims history is used in determining the NCB provided in calculating your premium and is shown in your schedule.

Your NCB may be reduced by two ratings depending on type of claim upon renewal as shown in the 'Cost of the Policy & Paying for the Insurance' page of this PDS.

Your NCB may be increased each claim-free year by one rating until a maximum of Rating 1 / 60% is reached.

Your NCB will not be reduced in the case of not at fault claims where a recovery has been made and you are determined as not having been at fault.

### **What happens if you do not pay the cost of your policy by the due date?**

We will have the right to cancel your policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

### **Your Cooling-off Period**

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

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

### **General Insurance Code of Practice**

The General Insurance Code of Practice was developed by the Insurance Council of Australia to

further raise standards of practice and service across the insurance industry.

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

## Financial Claims Scheme

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

## Phoning for Assistance and Confirmation of Transactions

If you need to clarify any of the information contained in this PDS or your policy documents, wish to confirm a transaction or you have any other queries regarding your policy, please use the contact details on the back cover.

## Dispute Resolution Process

If you are dissatisfied with our service in any way contact Dawes by:

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

**Phone:** +61 2 9307 6653

**Fax:** +61 2 9307 6699

**Email:** [servicefeedback@steadfastagencies.com.au](mailto:servicefeedback@steadfastagencies.com.au)

Dawes will attempt to resolve the matter in accordance with Dawes and our internal dispute resolution procedures. A dispute can be referred to the Financial Ombudsman Service Australia ('FOS') subject to its terms of reference. FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia

**Postal Address:** GPO Box 3, Melbourne, Victoria 3001

**Phone:** 1800 367 287

**Website:** [www.fos.org.au](http://www.fos.org.au)

## Before Purchasing Motor Vehicle Insurance

### Obligations you need to know about before you take out insurance

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

Information we may ask for when you apply:

- sales receipt for your motor vehicle, if purchased recently;
- registration papers;
- a series of current photographs of your motor vehicle;
- finance contract, if under finance;
- insurance record or latest renewal from your previous insurer;
- the traffic record for all requested drivers. We may ask you to obtain a written copy of all driving records from the appropriate authority;
- list of all accessories and modifications plus their values.

### When confirming details already supplied to us

If we ask you to return our application form, follow the instructions provided and ensure all questions are answered fully and honestly. Sign the application form and return it.

Carefully check all the information on the documents that we provide to you. If the information is correct, please provide payment. If the information is not correct or there is information missing, it is your responsibility to inform us that the information is incorrect or missing.

### When you are completing our application form

Follow the instructions provided with the application. Ensure all questions are answered and the application form signed and dated. Do not forget you are answering all the questions for all the drivers on the application form. You are reminded of your duty of disclosure.

## Don't Prevent Our Right to Recovery

We will be entitled to exercise your rights of recovery against others arising from loss or damage for which a claim payment is made. You must not limit or restrict your rights of recovery against any third party without our prior written agreement.

## Privacy Notice

In this Privacy Notice 'we', 'us' or 'our' means Allianz Australia Insurance Limited, SGUAS and Dawes, unless specified otherwise.

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

### How we collect your personal information

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

### Why we collect your personal information

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

going to the SGUAS website's Privacy section at [www.steadfastagencies.com.au](http://www.steadfastagencies.com.au), or Dawes on 1300 188 299 or going to the Dawes website's Privacy section at [www.dawes.com.au](http://www.dawes.com.au).

## **Who we disclose your personal information to**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy. Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## **Disclosure overseas**

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## **Access to your personal information and complaints**

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

## **Telephone call recording**

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

## **Making a Claim**

### **When you need to make a claim**

We may deduct any outstanding premium from a claim settlement. You must promptly tell us about the claim and give us all information about the claim. This can be done by telephone, facsimile or email. We will forward you a claim form for completion.

It is important to remember that a claim made by any one of the persons named as the insured in the current policy schedule is a claim by all of them.

### **Choice of Repairer and Parts Policy**

When you need to make a claim, you can choose your own repairer or we can recommend a repairer to carry out the repairs to your motor vehicle.

When we authorise repairs, we:

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

### **Proof of loss**

When you make a claim under this policy, we may ask you to provide proof of purchase or proof of ownership of your motor vehicle, items or accessories. If you cannot provide this proof, we may not pay you.

### **Paying your excess**

When you make a claim under this policy, we will advise you when and how to pay your excess. You must pay your excess when we request it or we will be unable to pay your claim.

## **How you must co-operate**

In the event of a claim, you have an obligation to provide all assistance and co-operation in settling the loss. You must help even after we have paid your claim. We may attempt to recover the amount of our payment from another party if they were responsible for the loss or damage. We will do this in your name. We may also wish to defend you if it is alleged you caused someone else's loss or damage.

## **If your motor vehicle is a total loss**

If your motor vehicle is a total loss and we:

- pay you the agreed value; or
- pay you current market value; or
- replace your motor vehicle with a similar vehicle;

(depending on the cover purchased), less any excess applicable, this policy comes to an end and no refund of premium is due to you. Any remaining premium must be paid / may be deducted from settlement. Once we have paid you, your motor vehicle, including all accessories and modifications advised to us, becomes our property. All accessories or modifications not advised to us are your property unless we otherwise agree to pay you for these as part of a total loss settlement. We may charge you or deduct from any payment we make to you the cost to remove and deliver them to you. If any insured accessories or modifications are removed and not replaced with a fully functioning standard component, we will deduct the value of the fully functioning standard component from any payment we make to you.

## **How does a claim affect your premium**

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

- the accident was entirely the fault of the other driver; and
- you can give us the name and address of the other driver and the registration of the vehicle they were driving.

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

## **GST**

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

Therefore the value and limits of liability noted in your policy schedule are exclusive of any input tax credit which you are or would be entitled to claim.

If you are entitled to an input tax credit for the premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an excess under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess.

If you are unsure about the taxation implications of this policy, you should seek advice from your accountant or tax professional.

## **Making Changes to Your Policy**

If you wish to make changes to your policy, you must advise us and the change will be effective if:

- we agree to make the change; and
- you pay or agree to pay us any additional premium required; and
- you pay or agree to pay us the endorsement fee if applicable; and
- we confirm in writing the change is effective.

Changes that you must advise us of include, but are not limited to:

- when you replace your motor vehicle with another motor vehicle;
- when you modify your motor vehicle in any way;
- when you change your address;
- when you change the way your motor vehicle is parked overnight;

- when you change the address where your motor vehicle is parked overnight;
- when you change your authorised driver;
- when you change the usage of your motor vehicle.

Failure to advise us of changes may result in a claim not being paid in full or in part.

### **Cancelling your policy**

We may cancel your policy where we are allowed to do so by law by writing to the address last provided to us.

You may cancel your policy at any time in writing. If you do this, we will deduct from the premium you have paid us, the premium for the period that you have been insured together with any non-refundable government taxes or charges, the endorsement fee, administration fee and cancellation fee. We will then refund the remaining premium to you.

### **Notices**

All notices issued by us to you will be in writing. The notice is effective if it is delivered to you personally, by facsimile, electronically or if it is delivered or posted, to your last postal address provided to us. It is important for you to tell us of any change to your postal or email address as soon as possible.

### **If you sell or give away your motor vehicle**

This policy comes to an end if you sell or give away your motor vehicle, without any notice to you. You should advise us in writing of the disposal of your motor vehicle and we will refund the premium due to you from the date of sale less the premium for the period that you have been insured, any non-refundable government taxes or charges, the endorsement fee, administration fee and the cancellation fee if applicable.

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## What the Policy Covers

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You should read this PDS, your policy schedule and any other document that forms part of your policy carefully and contact us if anything is not correct.

These are important documents and you should keep them in a safe place.

### Words with Special Meanings

Words with special meanings will be seen throughout your policy. Please refer to the following definitions for the meaning we give these words wherever they are used in this PDS or in other documents making up the policy.

**accident, accidental** – means a sudden, violent, external, unusual and identifiable specific event which happens unexpectedly and is unintended by the insured person.

**act of terrorism** – an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

**agreed value** – the dollar value stated in your policy schedule. This may be altered by mutual consent.

**application** – the written or verbal application for this insurance and any other information given to us either in writing or verbally when applying for this policy.

## **authorised driver** –

- a person over the prescribed age and listed on your policy schedule as an authorised driver; or
- a person over the prescribed age who drives your motor vehicle less than 2% of the time during the period of insurance (or that part of the period of insurance which has elapsed up to the date of loss).

Only authorised drivers are insured to drive your motor vehicle.

**business use** – the use of your motor vehicle in connection with your or the authorised driver's business or occupation.

**caged in a communal car park** – an individual, lockable cage within an undercover or underground communal parking area.

**carport (not visible from street)** – an open-sided shelter for a vehicle, commonly formed by a roof projecting from the side of a building, or on freestanding supports, which entirely covers a motor vehicle, and is not visible from the street to passers-by (e.g. on a large plot of land or situated behind a house / trees / wall).

**carport (visible from street)** – an open-sided shelter for a vehicle, commonly formed by a roof projecting from the side of a building, or on freestanding supports, which entirely covers a motor vehicle, but is visible from the street to passers-by.

**driveway / off street** – an open air parking area on private property.

**electronic data** – facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**excess** – the amount of money you must pay towards the cost of each event that gives rise to a claim. The amount of the excess is shown in your policy schedule and Section Eight: Excess of this PDS.

**flood** – the covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, river, creek or another natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam.

**individual garage** – a fully enclosed garage comprising 4 adjoining walls and a roof, with a lockable door for motor vehicle access (this could also include a locked shed).

**locked shed** – a fully enclosed and lockable shed.

**market value** – the value we determine as being the replacement cost of your motor vehicle with another motor vehicle of the same make, model and condition as your motor vehicle immediately prior to the date of its loss or damage but excluding costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

**modification** – any change to your motor vehicle from the manufacturer's standard specification including but not limited to your motor vehicle's body, engine (including fuel delivery and exhaust systems), transmission, wheels (including diameter and width), tyres, suspension or interior.

**motor vehicle** – a mechanically propelled vehicle having 4 or more wheels either registered for use on public roads or capable of such registration. Motor vehicle includes the motor vehicle's components, accessories, tools and spare parts usually supplied by the manufacturer and installed or attached to the motor vehicle or specified in the policy schedule as accessories or modifications.

**overnight street parking** – when your motor vehicle is parked within 500 metres of the address you have declared to us as the usual address your motor vehicle is parked overnight and you have declared your motor vehicle is parked overnight in one of the six categories of overnight off-street parking but you park on the street, footpath or outside the boundaries of your residence, this is regarded as 'overnight street parking'.

**period of insurance** – the policy period shown in your policy schedule unless ending earlier in accordance with the policy or relevant law.

**policy** – your contract of insurance with us, and includes this document, your policy schedule and any other document we tell you forms part of your policy.

**policy schedule** – the premium advice, renewal invitation or schedule, which shows your policy number, together with the details of your cover.

**prescribed age** – the age shown in your policy schedule that any authorised driver must be to be insured by this policy to drive your motor vehicle.

**principal** – a person or entity for whom you act as agent or contractor because you have entered into a contract or agreement with them for the performance of work.

**substitute motor vehicle** – a similar motor vehicle to your motor vehicle which is registered for use on public roads.

**sum insured** – the agreed value or market value, whichever is stated in your policy schedule.

**total loss** – when repair costs to your motor vehicle plus the value of the wreck, in our opinion, exceed its sum insured, or it is stolen and not recovered, we may, at our option, declare your motor vehicle a total loss.

**unattended** – any time there is no person in your motor vehicle with your permission or the permission of an authorised driver.

**uncaged in communal car park** – an enclosed, undercover or underground communal parking area with security or swipe card access, not accessible to the general public, but with no individual cage.

**usual overnight parking address** – the residential address you have declared to us as the address where your motor vehicle is usually parked overnight.

**we, us, our, insurer** – Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 of 2 Market Street, Sydney NSW 2000.

**you, your, yourself, insured** – the insured person or entity named in your policy schedule. If more than one person or entity is named as the insured, we will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities and this may adversely affect the rights of any other person insured under the policy.

**your motor vehicle** – the motor vehicle noted on the policy schedule as being insured by this policy and any substitute motor vehicle or replacement vehicle for that motor vehicle if it is covered by the terms of this policy.

## Section One: Loss or Damage to Your Motor Vehicle

We cover accidental or malicious damage to or theft or attempted theft of your motor vehicle during the period of insurance, but we will not cover any loss or damage:

- if any anti-theft device which you have told us is installed on or in your motor vehicle is not in good working order and activated or your motor vehicle is not locked and the keys are removed when your motor vehicle is unattended.
- when your motor vehicle is being driven by any person who is not an authorised driver, except when your motor vehicle is being driven by:
  - a member of the motor trade or motor engineer for the sole purpose of overhaul, upkeep, repair or sale of your motor vehicle;
  - an employee of any parking station or valet service for the sole purpose of parking the motor vehicle;
  - any person in an extreme medical emergency in which case the onus of proof will be on you to substantiate the necessity for your motor vehicle to be driven by or be in the control of a person other than you or an authorised driver.
- to your motor vehicle between the hours of 10.00pm and 5.00am if you have declared to us that your motor vehicle is parked in one of the six categories of overnight off-street parking and, at the time the loss or damage occurred, it was not kept in one of the six categories of overnight off-street parking.

There are six categories of overnight off-street parking in the policy. Your policy schedule will identify which of these applies to your motor vehicle. The categories are:

- Individual garage
- Caged in a communal car park
- Uncaged in communal car park
- Carport (not visible from street)
- Carport (visible from street)
- Driveway / off street

Each of these terms is explained in the Words with Special Meanings section of the PDS.

However, this exclusion will only apply if, at the time the loss or damage occurred, your motor vehicle was parked within 500 metres of the address that you have declared to us as your usual overnight parking address where it is parked in one of the six categories of overnight off-street parking and your policy schedule is not endorsed to include overnight street parking.

If your motor vehicle is not a total loss, we will, at our option repair, pay the cost of repairing your motor vehicle, or make a cash settlement up to the limit of the sum insured at the time of loss, less any excess that may be applicable. We will be entitled to any residual value of parts replaced.

If we declare your motor vehicle to be a total loss:

- we will at our option either pay the sum insured or replace your motor vehicle, less any excess that may be applicable;
- within three years from the date of its original registration, where you are the first registered owner (or you purchased a demonstrator model with less than 1000km on the odometer) and your motor vehicle has been continually insured through Dawes without a break in cover since it was first registered (or from when you purchased a demonstrator model with less than 1000km on odometer), we will, at our option and subject to local availability and the agreement of any party having a financial interest in your motor vehicle, replace your motor vehicle with a new motor vehicle of the same make, model and series, with the same accessories as noted in the policy schedule, less any excess that may be applicable;
- we will be entitled to take over ownership of your motor vehicle. You will have first option to purchase the wreck at a price to be agreed between yourself and us. However, if your motor vehicle was built in excess of 25 years ago, you will retain ownership of the wreck.

## Cover for a replacement motor vehicle

If you replace your motor vehicle during the period of insurance, we will cover the replacement motor vehicle for loss or damage for 14 days from the date of acquisition provided:

- you supply details of the replacement motor vehicle within 14 days of its acquisition;
- another insurer has not provided motor vehicle insurance to you for the replacement motor vehicle; and
- we agree to cover the replacement motor vehicle.

Cover for your motor vehicle will cease from the time of acquisition of the replacement motor vehicle.

The most we will pay for loss or damage to the replacement motor vehicle is the purchase price of the replacement motor vehicle (including costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery), or \$200,000 whichever is the lesser.

Cover for the replacement motor vehicle after the 14th day from the date of acquisition will only continue if:

- you provide us in writing with all details about the replacement motor vehicle;
- we agree to insure the replacement motor vehicle;
- you agree to pay any additional premium we require;
- you agree to complete a new application form if we require it.

This additional benefit does not apply in the event of a total loss claim under the policy.

## Section Two: Legal Liability Cover

We will indemnify you and any passenger or any authorised driver for all sums for which you or such passenger or authorised driver will become legally liable to pay in compensation arising out of an accident caused by or connected with your motor vehicle (including any trailer attached to your motor vehicle), happening during the period of insurance and less any excess that may be applicable.

We will also pay all reasonable legal costs and expenses incurred by you or the authorised driver in defending or undertaking any legal action subject to our prior written consent. These legal costs and expenses are included in and not in addition to the maximum limits.

We will not cover any liability that results in a claim when your motor vehicle is being driven by any person who is not an authorised driver, except when your motor vehicle is being driven by:

- a member of the motor trade or motor engineer for the sole purpose of overhaul, upkeep, repair or sale of your vehicle;
- an employee of any parking station or valet service for the sole purpose of parking your motor vehicle;
- any person in an extreme medical emergency, in which case the onus of proof will be on you to substantiate the necessity for your motor vehicle to be driven by or be in the control of a person other than an authorised driver.

When your motor vehicle is out of use for service or repair and you or an authorised driver drives a substitute motor vehicle, the cover provided by this section is extended to cover legal liability arising from the use of the substitute motor vehicle.

We will indemnify your employer (including the Commonwealth and State Governments and their departments) or principal if an accident that results in a claim arises from you or an authorised driver using your motor vehicle on business use.

There is no cover under this section:

- unless you and the authorised driver observe, fulfil and are subject to the terms, exclusions and conditions of this policy insofar as they apply;
- in respect to damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this policy;
- in respect of damage to any motor vehicle insured by this policy;
- in respect of penalties, fines, punitive, exemplary or liquidated damages.

We do not provide cover for:

- personal injury and/or death of:
  - you or any member of your family or the family of any person entitled to cover under this section including children, parents, brothers (and their spouse or de facto), sisters (and their spouse or de facto) and your spouse's children or parents; or
  - any person who usually lives with you; or
  - any person who usually lives with any person entitled to cover under this section; or
  - any employee or agent of yours, any person entitled to cover under this section or anyone contracted or sub-contracted by you or any person entitled to cover under this section;
- death or personal injury if you or the entity or person legally liable is partly or wholly entitled to compensation under any statutory compulsory insurance or motor car accident compensation scheme in your State or Territory;
- death or personal injury if you or the entity or person legally liable would have been entitled to compensation under any statutory compulsory insurance or motor car accident compensation scheme but for the failure to register or insure your motor vehicle, lodge a claim with or comply with any term or condition of a compulsory insurance or motor car accident compensation scheme.

### **Maximum amount payable**

We will not pay more than:

- \$5,000,000 in compensation for personal injury or death or \$30,000,000 in compensation for damage to the property of others, arising out of any one accident or series of accidents caused by or connected with your motor vehicle (including any trailer attached to your motor vehicle);
- \$30,000,000 in the aggregate for all claims during the period of insurance under this section.

## Section Three: Additional Benefits

The following additional benefits will be paid in addition to the sum insured for your motor vehicle.

### **Recovery and towing**

If your motor vehicle is accidentally damaged or recovered after being stolen, we will pay the reasonable cost of recovery and moving it to the nearest authorised repairer or place of safety to a maximum of \$2,000. Any further movement of your motor vehicle may only be conducted with our consent.

### **Emergency accommodation**

We will pay up to \$2,000 for reasonable and necessary accommodation or travel expenses incurred in relation to an accident which gives rise to a claim under this policy and which occurs more than 100 kilometres from your declared place of residence.

### **Cover for a trailer**

We will pay up to \$1,000 or the market value, whichever is the lesser, for accidental damage to your trailer when attached to your motor vehicle.

Note: This cover does not apply if your trailer is already insured.

### **Transportation by sea**

We will pay your contribution for general average and salvage charges, where these maritime conditions apply, whilst your motor vehicle is being transported by sea between places within the Commonwealth of Australia even in the event of there being no loss or damage to your motor vehicle.

### **Express air freight**

Where accidental damage to your motor vehicle cannot be repaired without parts that are not available in Australia but only available overseas, we will pay up to \$5,000 towards the cost of importing the parts by express air freight.

### **Hire car after theft or not at fault accident**

If your motor vehicle is stolen or involved in an accident where you or an authorised driver were not at fault and we agree you or an authorised driver were not at fault, we will pay up to \$100 per day for a maximum of 17 days for the cost of a hire motor vehicle for your or an authorised driver's use.

We will only pay under this additional benefit if your motor vehicle is described in your current policy schedule as either 'daily commute' or 'daily non-commute'.

We will not pay under this additional benefit for:

- any hire charges incurred after your motor vehicle is repaired and returned to you in a similar condition to that it was in before the theft or accident;
- fuel, insurance waiver or any other running costs of the hire motor vehicle;
- any period after we have replaced your motor vehicle or paid your claim.

### **Hire car after at fault accident**

If your motor vehicle is involved in an accident where you or an authorised driver were at fault and we agree to pay your claim, we will pay up to \$100 per day for a maximum of 17 days for the cost of a hire motor vehicle for your or an authorised driver's use while you are unable to drive your motor vehicle or while your motor vehicle is being repaired.

We will only pay under this additional benefit if your motor vehicle is described in your current policy schedule as either 'daily commute' or 'daily non-commute'.

We will not pay under this additional benefit for:

- the first 5 days of hire;
- any hire charges incurred after your motor vehicle is returned to you in a similar condition to that it was in before the accident;
- fuel, insurance waiver or any other running costs of the hire motor vehicle;
- any period after we have replaced your motor vehicle or paid your claim.

### **Loan car excess gap**

We will reimburse you up to \$5,000 once during the period of insurance for any excess you have to pay under your loan car agreement for any loan car provided from the dealership whilst your motor vehicle is undergoing warranty or service work. We will not pay for any accidental loss or damage to the loan car.

## **Keys and locks**

If the keys to your motor vehicle are stolen or an attempt is made to steal them, we will pay for the replacement of your motor vehicle's keys and the necessary re-coding or replacement of your motor vehicle's locks. This benefit will only apply if the theft or attempted theft of your keys has been reported to the police.

## **Returning your motor vehicle to you after repair**

We will pay the cost of returning your motor vehicle to your residence or place of work once it has been repaired if the repairer's premises is more than 100 kilometres from your residence or place of work. The most we will pay is up to \$500 in any period of insurance.

## **Personal property**

We will pay up to \$1,000 for any personal property that you or an authorised driver own that is damaged in an accident covered by the policy, or if the personal property is stolen in a theft covered by this policy and for which we have agreed to pay a claim. Personal property does not include money, cheques, credit or debit cards or any property used in connection with earning income.

We will not pay if personal property is stolen or damaged after fire or an accident if you or an authorised driver did not take reasonable steps to protect the personal property.

## **Fixed glass repair or replacement**

We will pay for damage to a windscreen, fixed glass or sunroof including panoramic glass roofs when there is no other damage to your motor vehicle and we will not charge you an excess for the first claim made under this Additional Benefit.

Under this Additional Benefit we will either:

- pay to repair one single chip or crack in the windscreen, fixed glass or sunroof including panoramic glass roof of your motor vehicle; or
- replace the windscreen, fixed glass or sunroof including panoramic glass roof of your motor vehicle.

If your motor vehicle requires its windscreen, fixed glass or sunroof including panoramic glass roof to be repaired or replaced more than once during the period of insurance, you will be required to pay an excess.

## Finance gap

If your motor vehicle is declared a total loss and the amount you owe to your finance provider is more than the market value or agreed value of your motor vehicle, we will pay up to 75% of the difference between the market value (if market value is shown in your policy schedule) or agreed value (if agreed value is shown in your policy schedule) of your motor vehicle and the amount your finance provider requires you to pay to discharge your obligations under any loan or lease. We will pay this amount in addition to the amount we have paid you for the total loss of your motor vehicle.

The following example is a guide as to how this benefit is applied: if your sum insured is an agreed value of \$100,000 and your finance owing amount is \$150,000, in the event of a total loss we will pay up to 75% of the difference. In this example \$50,000 is the total difference; we will pay 75% of that difference which is \$37,500.

We will not pay for any payments or interest in arrears at the time of the loss or damage or any penalties as a result of any payments in arrears. We will have the benefit of any discount in respect of finance charges and/or interest for the unexpired term of the agreement.

## Cover for additional motor vehicle

If you purchase an additional motor vehicle during the period of insurance, we will cover the additional motor vehicle for loss or damage for 14 days from the date of acquisition provided:

- the motor vehicle is in addition to an existing collection and is not a replacement motor vehicle;
- you supply details of the additional motor vehicle within 14 days of its acquisition;
- another insurer has not provided motor vehicle insurance to you for the additional motor vehicle;
- we agree to cover the additional motor vehicle.

Cover for the additional motor vehicle after the 14th day from the date of acquisition will only continue or cover for a claim which arises within the fourteen day period will only be covered if:

- you provide us in writing with all details about the additional motor vehicle within 14 days of the acquisition;

- we agree to insure the additional motor vehicle;
- you agree to pay any additional premium we require;
- you agree to complete a new application form if we require it.

The most we will pay for loss or damage to the additional motor vehicle is the purchase price (including costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery) or the market value or \$200,000, whichever is the lesser as determined by us.

This benefit does not apply where the purchase of an additional motor vehicle follows a total loss of an existing motor vehicle covered under your policy.

## **Section Four: Storage/Restoration Cover**

Where your policy schedule states your level of cover is 'Storage/Restoration Cover Only', your motor vehicle will be covered at all times in accordance with the terms, conditions, limits and exclusions of this policy, except when being driven under its own power, other than whilst your vehicle is being loaded on or off a trailer or other method of transportation for your vehicle.

Additionally, where your policy schedule states your level of cover is 'Storage/Restoration Cover Only', parts that originate from your motor vehicle but are temporarily removed, will be covered at all times in accordance with the terms, conditions, limits and exclusions of this policy.

There is no cover for your motor vehicle under 'Storage/Restoration Cover Only':

- under Section Two: Legal Liability Cover of this policy;
- under Section Three: Additional Benefits for the following additional benefits:
  - Emergency accommodation
  - Cover for a trailer
  - Hire car after theft or not at fault accident
  - Hire car after at fault accident
  - Fixed glass repair or replacement
  - Loan car excess gap

- for any loss or damage caused by, arising from, or in any way connected with you or an authorised driver or any other person driving your motor vehicle under its own power other than whilst your motor vehicle is being loaded on or off a trailer or other method of transportation for your motor vehicle.

## **Section Five: Hire/Reward - Limousine Use**

Where your policy schedule states your class of motor vehicle is 'limousine use', your motor vehicle is covered for comprehensive cover in accordance with the terms, conditions, limits and exclusions of this policy for chauffeur-driven stretch limousines used for hire and reward, e.g. weddings/special occasions.

## **Section Six: Classic Car**

Where the policy schedule states your class of motor vehicle is 'Classic Motor Vehicle' or 'Comprehensive Motor Vehicle' and your motor vehicle has a build date of 25 years or greater (as indicated on the manufacturer's installed build plate) and in the event your motor vehicle is declared a total loss under Section One: Loss or Damage to Your Motor Vehicle, we will allow you to retain the salvage of your motor vehicle if it is over 25 years old.

## **Section Seven: Exclusions**

There is no cover under this policy for loss, damage, liability, costs or expenses caused by, arising from, or in any way connected with:

- you or an authorised driver being under the influence of any drug or intoxicating liquor or where you or the authorised driver had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
- any authorised driver or any other person driving your motor vehicle with your consent was under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis, and you knew or should reasonably have known when you gave consent, that the authorised driver or any other person was, or would be at the relevant time, so affected by intoxicating liquor or drugs;
- you, or any authorised driver, were not licensed or authorised to be driving.

There is no cover under this policy if at the time of any accident or event which results in a claim, your motor vehicle (or any other motor vehicle covered by this policy):

- was in an unsafe or unroadworthy condition;
- was damaged intentionally by you or an authorised driver or on your or their behalf, or with fraudulent intention;
- was outside of Australia;
- was used in an experiment, test, trial, demonstration or to tow some other motor vehicle in connection with the motor trade;
- was on hire to another person, or used to carry passengers or goods for hire or reward unless your policy schedule states your class of motor vehicle is 'limousine use'. See Section Five: Hire/Reward - Limousine Use of this PDS;
- was being used for any unlawful purpose;
- was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest;
- was being used on a racetrack or course in any capacity whatsoever;
- was used off-road. Cover is restricted to driving on a government-gazetted road that is maintained by a local, state or federal government agency;
- was being used for learner driver tuition for reward.

There is no cover under this policy for:

- loss or damage to your motor vehicle (including damage to your motor vehicle's engine or fuel system) caused by the incorrect type of fuel being used;
- loss of use, depreciation, wear and tear, rust and corrosion;
- loss or damage caused by domestic animals or pets owned by you or for which you are legally responsible;
- the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the motor vehicle due to previous damage and/or repairs;
- mechanical, structural, electrical or electronic breakdown or failure;

- loss or damage to tyres by application of brakes, road cuts, punctures or bursts;
- loss or damage due to your or an authorised driver's failure to take reasonable steps to protect your motor vehicle;
- loss or damage due to your or an authorised driver's failure to protect your motor vehicle following you or an authorised driver becoming aware of the loss or theft of your motor vehicle's keys or any other keys or passes which may provide access to your motor vehicle or your motor vehicle's keys;
- loss or damage to your motor vehicle when it is parked overnight on the street as defined in 'overnight street parking' unless your policy schedule is endorsed to include overnight street parking;
- the cost of replacing an entire set and/or pair when not all of the set and/or pair is damaged;
- loss of or damage to your motor vehicle by lawful repossession, seizure or other operation of law;
- motor vehicles which have been modified from the manufacturers' original specification for the model and series, unless such modifications have been disclosed to and agreed to in writing by us;
- injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos;
- that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos that is not the result of an accident involving your motor vehicle;
- your motor vehicle if it is being driven on rails;
- consequential loss of any kind.

We will not provide cover, be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment or benefit is prohibited by law or by doing so will expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations.

There is no cover under this policy for loss, damage, liability or expense caused by, arising from, or in any way connected to:

- war, invasion, acts of foreign enemies, hostilities (whether war declared or not), rebellion, revolution, insurrection or military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- any act of terrorism;
- any action taken in controlling, preventing, suppressing or in any way relating to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism;
- ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy;
- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of electronic data;
- error in creating, amending, entering, deleting or using electronic data;

- total or partial inability or failure to receive, send, access or use electronic data for any time at all.

We may refuse to pay or reduce the amount we pay for a claim if you do not advise us immediately and no later than 48 hours if:

- you change your address or the address you have declared to us as the address at which your motor vehicle is parked overnight;
- your motor vehicle will no longer be parked overnight in the way that you have declared to us it would be parked overnight;
- you change the way you use your motor vehicle or the usage pattern of your motor vehicle;

but we will maintain cover if:

- you have told us about the change; and
- we have agreed to cover you in writing; and
- you agree to pay any additional premium required.

## **Section Eight: Excess**

The excess is the amount you must contribute towards the cost of any claim you make. The excess(es) applicable will be shown in your policy schedule.

You may have to pay more than one excess depending upon the age and driving experience of you or authorised drivers and whether your motor vehicle is being driven by an authorised driver who is not listed in the policy schedule.

The excess must be paid when a claim is made unless:

- we agree the accident was entirely the fault of the other driver or party; and
- you can give us the name and address of the other driver or party; and
- you can give us the registration of the motor vehicle that caused the damage to your motor vehicle; and
- the other driver or party was not a family member or a person who resides with you.

The standard excesses you may be required to pay are:

- **Basic Policy Excess:** the first amount you must contribute towards each and every claim you make under the policy. The amount of the Basic Policy

Excess will be shown on your policy schedule and will be determined by factors such as the age of any authorised driver, the driving and claims history of you or authorised drivers, the type of motor vehicle to be insured and the usage of the motor vehicle to be insured.

- Age or Inexperienced Driver Excess: this excess is in addition to the Basic Policy Excess. The Age or Inexperienced Driver Excesses that apply to this policy are:
  - \$1,000 while your motor vehicle is being driven by or is in the charge of any person under the age of 21;
  - \$500 while your motor vehicle is being driven by or is in the charge of any person over the age of 21 but under the age of 25;
  - \$500 while your motor vehicle is being driven by or is in the charge of any person over the age of 25 who has held a full Australian Driver's Licence for less than two years;
  - \$500 while your motor vehicle is being driven by or is in the charge of any person over the age of 75.

We may at our discretion increase any of the excesses listed above or impose additional excesses based on our overall assessment of the risk and your insurance claims or loss history. If we increase any of the above listed excesses or impose additional excesses, this will be shown on your policy schedule.

## Section Nine: Claims Procedures

When your motor vehicle is involved in an accident or loss which may give rise to a claim under this policy, you must contact us without delay. You can contact Dawes to make a claim in any of the following ways:

**Postal Address:** PO Box 2717, Taren Point,  
NSW 2229

**Phone:** 1300 188 299

**Fax:** +61 2 9307 6699

**Email:** [claims@dawes.com.au](mailto:claims@dawes.com.au)

You must also:

- take all reasonable steps to avoid further loss or damage;
- inform the police as soon as possible, but within 24 hours of the damage coming to your attention, if your motor vehicle (or part of your motor vehicle) is stolen, or damaged in an attempted theft, or if malicious damage is suspected;
- within 30 days complete and give to us our claim form if we ask you to complete a claim form;
- give all information and assistance required by our legal representative or investigator to allow us to fully examine and settle your claim, and/or enforce in your name the rights we may have against any third party;
- if requested, provide a 5-year driving history report;
- if requested, provide proof of purchase or ownership of the motor vehicle;
- not authorise repairs without our approval, except emergency repairs up to \$1,000. Repairs must be commenced as soon as practicable;
- pay any contribution on the cost of repairs or part/s where the repair or replacement part/s puts your motor vehicle in a better condition than prior to it being damaged.

When property belonging to other people is damaged in circumstances which may give rise to a claim under Section Two: Legal Liability Cover you must:

- not, without our consent in writing, make any admission of liability, offer, promise or payment in connection with that claim;
- forward to us every letter, claim, writ, summons or process relating to the claim immediately after it is received.

We will have full discretion in the conduct of any proceedings or in settlement of any claim made against you and may:

- take over and conduct in your name the defence or settlement of any claim;
- prosecute in your name any right of recovery against other persons.

## Repairs

When you need to make a claim, you can choose your own repairer or we can recommend a repairer to carry out the repairs to your motor vehicle.

### **When your motor vehicle is being repaired – what we will do**

When you have chosen your own repairer or you have chosen the repairer we recommend, we will ask the repairer to provide a quotation for the work that is required to repair your motor vehicle. If we consider that the quote is fair and reasonable, we will authorise the repairer to carry out the repairs. When it comes to the repair of your motor vehicle, we:

- will repair your motor vehicle to return it to the condition it was in before the incident that damaged your motor vehicle;
- will use new parts or parts consistent with the age and condition of your motor vehicle;
- may instruct the repairer to use other repairers to complete certain parts of the repairs. For example, if your windscreen or fixed glass is damaged, we may instruct the repairer to have the windscreen or fixed glass repaired by a specialist windscreen or fixed glass repairer;
- guarantee the quality of workmanship and materials for the life of the motor vehicle (subject to wear and tear).

If you choose your own repairer, we may not always authorise the repairs if we are not satisfied that the quote for the repairs is fair and reasonable. If this happens:

- we will pay you the amount that we determine to be fair and reasonable for the repairs. This amount will be determined by a motor vehicle assessor appointed by us inspecting the damage to your motor vehicle, and reviewing, adjusting and/or amending your repairer's quote. We may also compare your repairer's quote with a quote we obtain from a repairer we choose;
- if we do not authorise repairs and we pay you the amount we determine to be fair and reasonable for the repairs, we will not guarantee the quality of workmanship and materials.

## **Emergency repairs**

You may carry out emergency repairs up to the cost of \$1,000 (including any GST).

## **What is not covered - Repairs**

We:

- will not be responsible for additional costs incurred because of delays in delivery of parts;
- will not pay for any air-conditioning refit, re-gas or any modification required by law;
- may require you to contribute to the cost of the repairs if the repairs to your motor vehicle leave it in a condition that is better than the condition it was in before the incident that caused the damage.

## **Section Ten: Conditions**

If you do not comply with the following conditions, we may refuse to pay a claim in whole or in part.

### **Failure to pay the insurance premium**

You must pay your insurance premium. We may take steps to cancel the contract of insurance for non-payment of the insurance premium.

### **Renewal procedure**

When your current policy is close to expiry, we may send you an invitation to renew your policy. Any changes to the premium or the cover provided by the policy will be detailed in this renewal invitation.

### **Changing your address**

You must notify us immediately and no later than 48 hours if you change your address. This means if you relocate either temporarily or permanently, you must advise us in writing immediately.

### **Changing the way your motor vehicle is parked overnight or your motor vehicle's usual overnight parking address**

You must notify us immediately and no later than 48 hours in writing if:

- your motor vehicle will no longer be parked overnight either permanently or temporarily, at the address you have declared to us as the address where your motor vehicle is parked overnight; or

- your motor vehicle will no longer be parked overnight in the way that you have declared to us it would be parked overnight.

### **Making modifications to your motor vehicle**

You must notify us immediately if your motor vehicle is converted, altered or modified from the manufacturer's original specification for the model or series. Your motor vehicle and the modification will be covered if:

- we agree to cover the modification and your motor vehicle; and
- you agree to pay us any additional premium required; and
- we confirm in writing the modification and your motor vehicle is covered.

### **If you change the way you use your motor vehicle**

You must notify us immediately if you:

- change the way you use your motor vehicle from the way you have declared to us that you use your motor vehicle; or
- change the number of times per week or per month that you drive your motor vehicle from the number you have declared to us; or
- change the number of times per week or per month your motor vehicle will be away from the address where it is stored, garaged or parked from the number you have declared to us; or
- have declared to us your motor vehicle is not driven and you will be driving your motor vehicle.

### **If you want to add additional authorised drivers**

You must notify us immediately if you want any additional driver of your motor vehicle to be listed in your policy schedule as an authorised driver. Additional drivers will be covered if:

- we agree to cover the additional driver; and
- you agree to pay us any additional premium required; and
- we confirm in writing the additional driver is listed as an authorised driver in your policy schedule.

## **If you want to change any information or details in your policy please contact us**

Any change will be effective if:

- we agree to make the change; and
- you agree to pay us any additional premium required; and
- we confirm in writing the change is effective.

### **Cancellation**

The policy may be cancelled by:

- you at any time by notifying us in writing, in which case:
  - cancellation takes place when we receive the notice;
  - we will retain, or be entitled to retain, the premium for the period during which the policy was in force together with any non-refundable government taxes, levies and duties;
  - we will also retain the endorsement fee, administration fee and charge a cancellation fee;
- us on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth), as amended from time to time:
  - we may do so by giving you three business days' notice in writing of the date from which the policy will be cancelled;
  - we will refund premium for the unexpired portion of the period of insurance.

You must provide us with any information we may require to enable us to process a refund of premium following any cancellation.

In the event of your motor vehicle being declared a total loss, this policy will be cancelled from the date of the event causing the total loss. No refund of premium will be made regardless of fault.

### **Interpretation**

The singular includes the plural and vice versa, unless the context otherwise requires. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

## **The law that applies to this policy**

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

**Allianz** 



Allianz Australia Insurance Limited  
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ABN 15 000 122 850  
AFSL 234708

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