



Enthusiast
UNDERWRITING

SPECIALIST MOTOR INSURANCE



***Combined Financial Services Guide,
Product Disclosure Statement
and Policy Wording***



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Enthusiast Underwriting – Created for people who love their cars

Thank you for choosing Enthusiast Underwriting.

We welcome **you** as a valued customer of Enthusiast Underwriting Pty Ltd ABN 35 142 206 746 (Enthusiast).

Enthusiast was created to support motoring club members and all enthusiasts in the preservation of their valued specialist cars and motorcycles in all their forms and uses.

We've designed this insurance product to provide for the specific insurance needs of motor enthusiasts throughout Australia in conjunction with its Underwriter, Assetinsure Pty Ltd (Assetinsure).

Your PDS, policy and your schedule (policy documents) are important insurance documents and provide evidence of the contract between the insurer, Assetinsure and **you**. Therefore please store them safely as **you** may need to refer to them or confirm to **us** the information contained therein.

You must read the policy documents to ensure that **you** fully understand the terms on which **you** are insured and to ascertain that the insurance provides **you** with the protection that **you** require and that the interests and amounts insured referred to in the policy documents are those that **you** have chosen.

If they are not in accordance with **your** requirements or **you** are in doubt as to the meaning or the potential impact of the policy documents, please contact Enthusiast or **your** broker for assistance.

The Glossary content provides **you** with what **we** mean by certain defined terms in **your** insurance product. Words with special meaning are highlighted in bold typeface for **your** convenience.

The **schedule** accompanying **your policy** identifies the cover provided under this **policy**. The insured or insureds covered, the coverage chosen, any **excess** applicable and any condition that may change the cover provided under **your policy**.

Financial Services Guide

This FSG describes the services Enthusiast provides, **our** relationship with Assetinsure (the insurer), how Enthusiast is remunerated for **our** services, **our** professional indemnity insurance and **your** rights to complain about **our** services.

Enthusiast and its services

Enthusiast holds an Australian Financial Services Licence No. 396 716. **Our** licence allows **us** to give general financial product advice on, and deal in, general insurance products.

Our contact details are on the back page of this booklet.

We place the insurance with Assetinsure under a delegated binding agreement. This allows Enthusiast to issue the insurance policies as if it were the insurer and when **we** do this **we** act as an agent of the insurer (not **you**).

Any advice provided by Enthusiast &/or **our** employees is general 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 the **PDS** and **policy** documents carefully. **We** recommend that **you** seek advice from an insurance broker if **you** require personal advice before making a decision to purchase, vary or cancel **your** insurance.

What we are paid

Enthusiast is paid a commission of up to 15 percent calculated on the base **premium** not including any government charges. **We** may also receive a profit share commission of up to 20% of premium. This commission is only payable to us if certain profitability targets are met. **We** may pay commission, fees or other benefits to a person who refers **you** to **us**. If this person is an insurance broker or agent, please ask them for details of their remuneration and their FSG.

Employees of Enthusiast do not receive commissions, fees or other benefits from any party when **you** purchase the product. They are paid an annual salary or wage and may receive bonuses, or other incentives or rewards based on their performance (which may or may not be related to their provision of financial services).

Our professional indemnity insurance

We have professional indemnity insurance in place which covers **us** for any errors or mistakes **we** make relating to **our** insurance services.

This insurance meets the requirements of the Corporations Act and covers the services Enthusiast and its employees and other representatives provide (even after an employee ceases working for **us**) provided **we** notify the insurer of the claim when it arises and this is done within the relevant policy period.

What to do if you have a complaint

If **you** have a complaint about a claim, see page 14.

If **your** complaint relates to **our** services (for example the advice **we** gave or how **we** issued the policy), contact **our** Complaints Officer on 1300 679 888 or lodge **your** complaint in writing at:

In writing: PO Box 257, Ferny Hills 4055

Email: mail@enthusiast.com.au

We will acknowledge receipt of **your** complaint within 5 business days, and attempt to resolve it within 15 business days.

We are a member of the Australian Financial Complaints Authority, an external dispute resolution scheme. If **you** are unsatisfied with the manner in which **we** handle **your** complaint about **our** services, **you** are entitled to take **your** complaint to them. Their contact details are on page 16. **You** can access their service for free and any decision they make is binding on **us** but not on **you**.

Product Disclosure Statement

The insurance policy referred to in this Product Disclosure Statement & Policy Wording is provided by Assetinsure Pty Ltd.

The purpose of this PDS is to assist **you** to understand **your** insurance **policy** and enable **you** to make an informed choice about **your** insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium is calculated.

You also need to read the **policy** wording which is 'the contract between **you** and Assetinsure Pty Ltd'. This provides a full description of the terms, conditions and limitations of the insurance policy. The **policy** wording appears at the end of this PDS.

The Insurer

Assetinsure Pty Ltd, ABN 65 066 463 803, (Assetinsure) is the issuer of this insurance **policy**. The registered office of Assetinsure is 45 Clarence Street Sydney NSW 2000.

Assetinsure Pty Ltd (Assetinsure) is authorized by the Australian Prudential Regulation Authority (APRA) to conduct general insurance business. As a locally licensed company, Assetinsure has to continuously comply with rigorous capital adequacy, liability valuation, risk management and reporting requirements. The company specialises in particular segments of the commercial insurance market. For further information please visit **our** website at www.assetinsure.com.au

You can contact Assetinsure by:

- Writing to Assetinsure Pty Ltd
at: PO Box R299, Sydney NSW 1225
- Telephoning 02 9251 8055
- Email info@assetinsure.com.au

General Insurance Code of Practice

Assetinsure Pty Ltd subscribes to the General Insurance Code of Practice that sets the standards of practice and service in the general insurance industry. More information can be found at www.codeofpractice.com.au or by contacting **us**.

Privacy Statement

Assetinsure Pty Ltd is committed to safeguarding and protecting the privacy of personal information. **We** are bound by the provisions of the Privacy Act 1988 which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

We are collecting the personal information requested to determine whether and on what terms **we** might issue you an insurance policy or to manage a claim in relation to an insurance policy you have with **us**. If you don't provide all the information requested, the main consequence is that **we** may not be able to issue **you** with a policy or pay **your** claim.

We may use **your** personal information for other purposes if you consent. This may also be the case in other limited circumstances permitted under the Privacy Act 1988, such as where **you** would reasonably expect **us** to do so and/or the other purpose is related to the purpose for which **we** collected the information.

In some circumstances, **we** may collect your personal information from another person or another source. This will only be where it is unreasonable or impracticable for **us** to collect it directly from you or **you** would expect us to collect the information from the nominated third party. For example, where **you** authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to you to deal with us on **your** behalf.

In issuing and/or managing **your** policy or claim **we** may need to disclose your personal information to, another insurer, our reinsurers, an insurance broker, our legal providers, our accountants, loss investigators or adjusters, anyone acting as your agent or regulatory bodies. **We** will only do so if it is reasonably necessary for, or directly related to the issuing or managing **your** insurance policy or claim.

In disclosing **your** personal information to one of these parties it may be necessary to disclose your information overseas. The countries these parties usually operate in are, the USA, Canada, Bermuda, Europe (including the United Kingdom), parts of Asia, including but not limited to Singapore, Hong Kong and India. If we disclose the information overseas you should be aware that the overseas entity is not bound by the *Privacy Act 1988* and so you would not be able to seek redress against them under the *Privacy Act 1988*. There may be no similar privacy law to the *Privacy Act 1988* in the overseas party's country and you may also not be able to seek redress under the laws in the party's country. Assetinsure has sought written agreement from its overseas business partners that they will handle personal information in accordance with Assetinsure's Privacy Policy.

Our Privacy Policy is available on our website www.assetinsure.com.au. Our Privacy Policy sets out details of how **you** can access (and if necessary correct) the personal information **we** hold about **you**. It also sets out how and to whom **you** might complain about a breach of Privacy Law.

If **you** require any other information regarding Privacy please contact; The Privacy Officer, by post at Assetinsure Pty Ltd, Level 3, 44 Pitt Street, Sydney NSW 2000, by e-mail at privacy@assetinsure.com.au or phone (02) 8274 2898

Disclosure

We may exchange any personal information **we** have about **you**, when necessary and in connection with the purposes listed above, to and from the insurer, Assetinsure Pty Ltd, **your** insurance broker or **our** agents, government bodies, loss assessors, claims investigators, reinsurers, other insurance companies, mailing houses, lead generators, data analysts, claims reference providers, other service providers, hospitals, medical and health professionals, legal and other professional advisers.

Consequences if Information is not Provided

If **you** do not provide **us** with the information **we** need. **We** will be unable to consider **your** application for insurance, administer **your** policy or manage any claim under **your** policy.

Access

You can request access to the personal information by contacting **us** at the address shown in this policy wording.

Your cooling off rights

If **you** have purchased this insurance and have changed **your** mind, **you** may cancel **your** insurance by notifying **us** in writing within 21 days of cover originally commencing. **We** will refund to **you** the **premium** paid unless an incident has occurred for which a claim may be payable under the insurance. When **your** cooling off period ends, **you** retain cancellation rights (see the General Conditions for details of the refund policy).

Your Duty of Disclosure

Before **you** enter into a policy with **us**, **you** have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to **us** every matter that **you** know, or a reasonable person in the circumstances could be expected to know, is relevant to **our** decision whether to accept the risk of the insurance and, if so, on what terms. The Act imposes a different duty the first time **you** enter into **your** policy with **us**, to that which applies when **you** renew, vary, extend or replace it.

Your duty of disclosure for new policies.

When **you** answer **our** questions **you** have a duty under law to tell **us** anything that **you** know and that a reasonable person in the circumstances would include in answering the questions. **You** have this duty until **we** agree to insure **you**. The answers must contain what a reasonable person, in the circumstances, would include in their answer to the question. **We** use the answers provided to decide whether to insure **you** and anyone else to be insured under the policy and on what terms **we** will offer cover.

Your duty of disclosure for renewals

If **you** have already entered into a policy and **you** are proposing to renew, vary, extend, reinstate or replace your policy with **us**, and if **we** ask **you** questions that are relevant to **our** decision to insure **you** and on what terms, **you** must tell **us** anything that **you** know and that a reasonable person in the circumstances would include in answering the questions. Also, **we** may give **you** a copy of anything **you** have previously told **us** and ask **you** to tell **us** if it has changed. If **we** do this, **you** must tell **us** about any change or tell **us** that there is no change. If **you** do not tell **us** about a change to something **you** have previously told **us**, **you** will be taken to have told **us** that there is no change.

What you are not required to disclose

Your duty however does not require disclosure of a matter:

- That diminishes the risk to be undertaken by **us**;
- That is of common knowledge;
- That **we** know or, in the ordinary course of **business**, ought to know;
- As to which compliance with **your** duty is waived by **us**.

Who needs to tell us?

The duty of disclosure applies to **you** and everyone that is insured under the contract of insurance.

If you do not tell us.

If **you**, or they, fail to comply with the duty of disclosure, **we** may be entitled to reduce **our** liability under **your** policy in respect of a

claim or cancel it. If the non-disclosure is fraudulent, **we** may be able to treat **your** policy as if it never existed.

You applying for cover

When applying for this insurance, **you** must complete an application. **We** will use and rely upon the information supplied by **you** to decide the insurance cover **we** will provide to you. **We** provide cover to **you** based upon the terms contained in this Combined FSG, PDS & Policy and the schedule that **we** will issue to **you** (policy documents).

Keep **your** policy documents in a safe place together with any receipts and other evidence of ownership and value of items **you** insure with **us**. Prior to expiry **we** will send **you** a renewal notice which stipulates whether **we** will renew and on what terms. The renewal notice will identify to **you** what is required.

Registering a claim

Claims (what you must do) provides what **you** need to do. Prior to meeting any claim, **we** will require evidence as to the extent of loss or damage and **your** ownership. Please keep any photographs, other documentation, or damaged property in respect of **your** loss or damage to make the overall process simpler.

Your Cover Options

There are two options available to **you**:

OPTION	DESCRIPTION OF COVER
Comprehensive (also referred to as 'Your Own Loss or Damage' cover)	<ul style="list-style-type: none">• Loss or damage to your vehicle• Your legal liability to other people (other than covered under CTP)
Third Party Liability other than covered under Compulsory Third Party (CTP)	<ul style="list-style-type: none">• Your legal liability to other people (other than covered under CTP)

Insure your vehicle use

Your cover may differ dependent upon the use of **your vehicle**. The cover is listed in the schedule. This will either be:

- **Regular use;**
- **Business use;**
- **Recreational use;**
- **Limited Recreational Use;**
- **Club Permit (Historic/Concessional/Conditional Registration);** and
- **Restoration/ transit**

Please refer to the definitions in the "Glossary" (at the end of this document) for details on what these different uses mean.

Your benefits

Because of the different **vehicles we** insure, the benefits available under **your** policy may vary and have limitations according to the cover provided, **your vehicle** description and **your vehicle** usage. Please read **your policy** carefully for a full description of the benefits. **Your** benefits are:

Applicable to Comprehensive cover only

Following an **accident** or theft:

- Emergency repairs following an **accident**;
- New **vehicle** replacement after **total loss**;
- **Rental car costs** following theft;
- **Accidental** damage to personal effects;
- Emergency accommodation;
- Completion of journey costs;
- Theft of keys and re-coding costs;
- Choice of licensed repairer;
- Agreed or **Market Value** sum insured;
- Theft or damage to a trailer;
- Subject to the terms and conditions of the policy, salvage following **your vehicle** being declared a **total loss**;
- Reasonable towing costs following **accident** or theft.

Applicable to Third Party Liability

Following an **accident**:

- Repairs for damage **you** cause to another person's **vehicle** including legal costs (where **you** are legally liable to pay)
- Compensation for death or injury caused by **your vehicle** including legal costs (where **you** are legally liable to pay)

Applicable to all covers, subject to vehicle use:

- Using a substitute **vehicle**
- Cleaning up costs after an **accident**

When Comprehensive cover is chosen, these optional extras may be available to you at extra cost.

- Salvage rights if **your vehicle** is a **total loss**;
- Free Windscreen or side/rear glass cover;
- Lifetime maximum no claim bonus rating protection;
- **Rental car costs** following **accident**;
- Spare parts cover;
- Multiple **vehicle** cover.

What is not covered by your policy

Your policy does not cover all eventualities. What is not covered can vary according to the type of cover **you** have selected. What is covered and what is not covered is identified in **your policy**. Some of the main exclusions of cover are:

- If **your vehicle** is left unattended and stolen and a stipulated **immobiliser** or **security device** is non-operational;
- If a stipulated **immobiliser** or **security device** has not been fitted or properly maintained and **your vehicle** is stolen;
- If **you** have nominated **recreational** use or club permit or restoration/transit cover and **you** do not use **your vehicle** in accordance with **your policy** and/or requirements of any permit or license;
- If **your vehicle** is being driven by someone affected by drugs or alcohol;
- If **your vehicle** is being driven by or in the custody of any person under the age of 25 unless that person has been accepted by **us** and is specified as a **driver** in **your schedule**;

- If **you** have not disclosed all **driver** details including the complete driving history of any person to be covered under **your policy**;
- Using **your vehicle** for a purposes other than as shown in **your schedule**;
- If **your vehicle** is driven more often than **you** have declared to **us**;
- If **your vehicle** is regularly parked on the street overnight.

If **you** do not adequately insure **your vehicle** or if any part of a claim is excluded, **you** may have to bear the uninsured proportion of any loss or liability yourself. For example, if the sum insured does not cover the full replacement cost of **your vehicle**, in the event of a **total loss**, **you** will have to bear any financial shortfall.

We only cover **your** interest in the insured **vehicle** unless **we** specifically include cover for the interest of a third party. **We** will list this cover in **your schedule**.

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

- Do not comply with the terms and conditions of this insurance;
- Do not comply with **your** duty of disclosure or make a misrepresentation; or
- Make a fraudulent claim.

We may also cancel **your** policy in certain circumstances permitted by law, for example, if **you** fail to comply with a **policy** condition or breach **your** duty of disclosure.

Your Sum Insured – Agreed or Market Value

You can select to cover **your vehicle** for:

- An agreed amount. **We** will pay **you** up to this amount if **you** suffer a covered loss; or
- The **market value** of **your vehicle**. This is **our** assessment of the value of **your vehicle** immediately prior to any loss or damage.

You must ensure that **you** are happy with the extent of cover provided by **your** policy. If not, **you** may not receive the cover **you** want.

We only provide cover up to the amounts and limits specified in **your policy** and subject to its other terms, conditions and exclusions. All amounts insured will include **GST**.

Excesses that may apply to you

An excess may apply to **you** when **you** register a claim with us. Excess represents that part of a claim **you** must bear and is payable for each occurrence covered by this policy. An occurrence represents one or a series of events arising out of one cause. When an excess applies **we** may reduce the amount **we** pay **you** by the amount of the excess or **we** will ask **you** to pay it.

The description and the amount of **excess** are listed in this document and on the **schedule**. The **excess** can depend on a number of factors associated with the risk including the type and value of the **vehicle**, the age and experience of the **driver**, and the particular accessories attached to the **vehicle**. In most cases the standard **excess** will be between \$250 and \$1,000.

Potentially, **we** may waive the requirement for **you** to pay an excess. Generally this applies when **you** have an accident which damages or destroys the **vehicle** and **we** agree that the accident was the fault of another party. To qualify for this **you** will need to give **us** the **vehicle** details (including registration number) together with the name and address of the owner/driver, or other party responsible and satisfy **us** that the accident was completely the fault of another driver.

The cost of this insurance

You must pay **us** or agree to pay **us** the **premium we** require by an agreed time. To allow **us** to calculate **your premium**, **we** consider the risk and the factors below, including:

- **Your vehicle** make;
- The value of **your vehicle**;
- How frequently **your vehicle** is used;
- The type of cover **you** requested;
- If **your vehicle** is modified

Any other costs associated with **your** policy are listed in the following table:

COST DESCRIPTION
Excess
Contribution/depreciation
Reimbursement of claims cost and/or payments already made to you
Cancellation fee

- The type of **modification** to **your vehicle**
- Where **you** live and where and how the **vehicle** is 'garaged';
- **Your** age;
- **Your** driving history;
- **Your** insurance and claims history;
- The **policy** options **you** chose.

The **premium** payable by **you** may increase if **you** select a **period of insurance** that is less than 12 months because there is more risk to the insurer.

Your premium also includes amounts that take into account **our** actual or estimated obligation to pay compulsory government charges, taxes or levies (as an example, Stamp Duty, **GST** and any Fire Services Levy where it may apply) with respect to **your policy**. When **you** apply for the insurance, **we** will tell **you** what **premium** is payable, when **you** must pay **us** and how **you** can pay **us**.

When calculating **your premium we** may also consider any No Claim Bonus (NCB) Rating **you** have had with a previous insurer (provided **you** can supply proof of the NCB Rating that **you** held).

DETAIL OF COSTS

Represents the amount **you** may have to pay if **you** register a claim. If **you** must pay an **excess** that amount will be shown on **your** schedule plus any additional **excesses** that may apply as detailed in **Claims – (what we will do)**.

You may have to contribute to the cost of repairing items such as tyres, engines, accessories, paintwork, bodywork, batteries or interiors affected by wear and tear or rust and corrosion. How much **you** will pay will depend upon on our assessment of how worn these items were when the damage occurred.

If **you** elect to withdraw **your** claim or **we** refuse to accept it, **you** may have to reimburse **us** for any of the incurred costs associated with processing **your** claim and/or any payments **we** have already made to **you**, (for example, payments for **rental car costs**).

If **you** cancel **your** policy within the period of insurance, **we** may charge a fee.

We will not charge a fee if:

- **You** are transferring cover to another policy with us;
- **You** still have another current policy with us;
- **You** cancel within the cooling off period;
- **We** cancel the cover in accordance with our rights under this policy (except after a **total loss**).

A cancellation fee will not be more than \$20 or 10 of the refund amount (excluding **GST** and Government charges), whichever is greater.

If the refund is less than the cancellation fee, no refund will be issued.

Additional **premium** payable from a claim in the previous **period of insurance**

Administration Fee

We Confirm Transactions

Please contact **us** in writing or by phone to confirm any transaction under **your** insurance if **you**, or **your** broker, do not have the required policy confirmation details. **We** will confirm these details to you.

Complaints and Disputes

Enthusiast and Assetinsure support the aims and application of the General Insurance Code of Practice and the Motor **Vehicle** Insurance and Repair Industry Code of Conduct that sets the standards of practice and service for the insurance industry.

If **you** have any concern, complaint or dispute with **us**, **we** will try to resolve it immediately. The best first step is to approach the person at Enthusiast with whom **you** were dealing to see if they can resolve the matter satisfactorily for **you**.

If they cannot provide immediate resolution, **you** can request that **our** internal resolution process further consider the matter. To do this **you** may contact the Enthusiast Compliance Manager in person, by telephone or electronically or in writing. If an issue has not been resolved to **your** satisfaction, **you** can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)1

In writing to: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

Financial Claims Scheme

The insurer of this **policy**, Assetinsure Pty Ltd is a general insurer authorised to carry on insurance business in Australia and this **policy** is a 'protected policy' as defined under the Insurance Act 1973 (**the Act**). This means that if the insurer becomes insolvent, **you** are entitled to payment under the Financial Claims Scheme that is available under the Act. The Act is administered by the Australian Prudential Regulation Authority (**APRA**) and further information about the scheme can be obtained from the APRA website at www.apra.gov.au or on the APRA hotline on 1300 13 10 60.

Should **you** register a claim with **us** that occurred in an earlier period of **insurance** after **we** have calculated **your** renewal **premium** and **your policy** has been renewed, **you** must pay **us** any additional **premium we** require based on **your** revised claims history and/or No Claim Bonus Rating. The additional **premium** will not exceed the **premium we** would have charged had **you** registered **your** claim earlier.

Enthusiast will charge an administration fee for issuing **your** policy documentation. **Your** administration fee will be detailed when **we** advise **you** of the premium and is listed on **your policy schedule**.

Updating our Product Disclosure Statement

We may update this PDS from time to time when changes occur, where required to or when permitted by law. **We** will provide **you** with a new PDS or a supplementary PDS to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **we** may issue **you** with notice of this information in other forms or keep an internal record of such changes. **You** can get a paper copy free of any charge by contacting **us**.

Our Contact Details

If **you** or **your** broker want to contact **us**, have any questions or would like further information regarding this insurance, please contact **us** using the contact details provided on the back cover of this document.

Policy Wording

In this contract of insurance with **us**, words with special meaning have been included. The meaning to these words is shown in the Glossary.

Your insurance cover with Enthusiast

By **your** payment of the **premium** or **your** agreement to pay it to **us** within the time **we** stipulate, **we** agree to insure **you** based on the cover that is shown in **your** schedule for covered events occurring within Australia, during the **period of insurance**, subject to the terms, conditions and exclusions of **your** policy.

The cover provided varies dependent upon which cover option **you** have chosen and is listed in **your** schedule. **Your** choices are:

- **Your** Own Loss or Damage (commonly known as **Comprehensive** cover) or
- **Third party liability** cover.

The extent of cover regarding the use of **your vehicle** is limited, and depends on which of the following is specified in **your schedule**:

- **Regular use**
- **Business use;**
- **Recreational use;**
- **Limited recreational use;**
- **Club permit (Historic/Concessional/Conditional Registration);** and
- **Storage/Transit.**

Your Own Loss or Damage

(commonly known as Comprehensive cover)

YOU ARE COVERED

Loss or damage to your vehicle

We will indemnify **you** against accidental loss or damage to, theft of **your vehicle**.

We will pay, at **our** option:

- To repair **your vehicle**;
- The reasonable cost of repairing **your vehicle**; or
- The sum insured.

Total loss of your vehicle

If **your vehicle** is:

- Stolen and not recovered; or
- Damaged so that it cannot be economically repaired;

We will pay, at **our** option:

- The sum insured; or
- To replace **your vehicle**.

Your additional benefits

Provided **we** agree to pay a claim under **your** Own Loss or Damage cover, the following additional benefits apply:

YOU ARE COVERED

Emergency repairs

If **your vehicle** is damaged **we** will allow **you** to authorise, and then **we** will reimburse **you**, for the cost of temporary and/or minor yet essential repairs which are necessary to enable **you** to drive **your vehicle** following an accident.

New vehicle replacement following total loss

If **you** purchased **your vehicle** new and it becomes a total loss **we** will replace **your vehicle** with another new **vehicle** of the same type, make, model, series and specifications including similar accessories.

If **we** replace **your vehicle**, this policy will continue to cover **your** new replacement **vehicle** until the end of the period of insurance.

We will not require **you** to pay any additional premium for this cover.

We will also pay for the on-road costs, including 12 months registration and compulsory third party insurance, of the new **vehicle** provided **you** pay **us** any refund amount obtained by cancelling the registration and compulsory third party insurance of **your total loss vehicle**.

YOU ARE NOT COVERED

We will not pay for:

- Depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure;
- Damage to the tyres on **your vehicle** caused by the application of brakes or by road punctures, cuts or bursts;
- Loss suffered as a result of lawful seizure, repossession or other operations of law;
- Theft of **your vehicle** after an accident or breakdown if reasonable steps to protect or safeguard **your vehicle** had not been taken.

If at the time of loss the **vehicle** was being driven by a person subsequently charged with and convicted of an offence under the anti-hoon legislation in the jurisdiction in which the loss or damage occurred.

YOU ARE NOT COVERED

We will not pay more than \$500 under this benefit.

- **We** will not replace **your vehicle** under this benefit if:
 - At the time of loss, the date from the original registration of **your vehicle** exceeds twenty four months.
 - **You** did not purchase **your vehicle** brand new;
 - **You** did not insure **your vehicle** with **us** from the date of its original purchase;
 - Anyone who has provided finance for **your vehicle** does not agree;
 - A replacement **vehicle** is not locally available.
-

Your additional benefits (cont)

YOU ARE COVERED

Rental car following theft

If **your vehicle** is insured for **regular** or **business** use and is stolen and **you** need to rent a replacement then, **we** will pay for rental car costs up to the earliest of the following times:

- When **your vehicle** is recovered in a roadworthy condition and **you** have been told of its location;
- When **your vehicle** is recovered damaged and the damage is repaired;
- When **we** settle **your** claim by paying **you** the sum insured;
- A maximum of 14 days.

Personal effects

We will pay for **accidental** damage to personal effects.

Trailer cover

If a trailer is stolen or accidentally damaged whilst attached to **your vehicle**, **we** will pay the cost of repairs or the market value of the trailer, whichever is the lesser.

Emergency accommodation and completion of journey costs

If **your vehicle** is damaged or stolen **we** will pay incurred accommodation and travel expenses.

Theft of keys and re-coding

If the keys to **your vehicle** are stolen **we** will pay for the repair, replacement or re-coding of **your vehicle** keys, locks and barrels.

Replacement of vehicle

If **you** sell **your vehicle** and replace it with another, **we** will cover the replacement **vehicle** on our standard terms from the date of purchase, provided **you** notify **us** within 14 days of the change.

We will continue to insure **your** replacement **vehicle** if:

- **You** give **us** full details about the replacement **vehicle**;
- **We** agree to insure it;
- **You** agree to any revised conditions, including any change of **excess**; and
- **You** pay **us** any extra **premium** that **we** may require.

YOU ARE NOT COVERED

We will not pay:

- If **your vehicle** use is **recreational, restoration/ transit** or club permit;
- More than \$1,400 under this benefit.

We will not pay:

- For theft of personal effects;
- For personal effects not belonging to **you** or a member of **your family**;
- Unless damage is caused by an event that results in a claim for damage to **your vehicle**;
- For money or negotiable instruments;
- More than \$500 under this benefit.

We will not pay:

- Where the trailer is not owned by **you**;
- More than \$1,000 under this benefit.

We will not pay:

- If **you** are less than 250 kilometres from where **your vehicle** is regularly kept;
- More than \$750 for any one event.

We will not pay:

- Unless the theft of **your** keys has been reported to the police;
- If the keys were stolen or taken by a **family** member, a person whom resides with **you**, an invitee, or a person otherwise known to **you**;
- More than \$1000 under this benefit.

The sum insured of the replacement **vehicle** will not exceed:

- Its **market value**;
- The current sum insured on **your schedule**;
- The purchase price of the replacement **vehicle**; or
- \$150,000 whichever is the lesser.

Your additional benefits (cont)

YOU ARE COVERED

Choice of repairer and parts policy

If **we** elect to repair **your vehicle**, **you** may choose **your** own licensed repairer. **We** reserve the right to determine the method of repair and it will be **our** duty to ensure that the repairs are carried out in a satisfactory manner and that **your vehicle** is repaired with parts that are new or consistent with the age and condition of **your vehicle**. If any of these parts are not readily available in Australia, **we** will pay shipping rates for their freight costs to Australia.

Lifetime guarantee on repairs

We will guarantee the workmanship and materials on all repairs authorised by **us** for the life of the **vehicle**.

Towing and storage

We will pay the reasonable cost of protection and removal of **your vehicle**, following an insured event, to the nearest repairer, place of safety or to any other place approved by **us**.

Salvage purchase

If **we** pay **you** because **your vehicle** becomes a total loss, and subject to the terms and conditions of this policy, **you** are not entitled to salvage rights, **you** may choose to purchase the salvage of **your vehicle** at a fair and reasonable price stipulated by **us**.

Salvage – automatic retention

If **we** pay **you** because **your vehicle** becomes a total loss and **your vehicle** is more than 30 years old. **You** are entitled to retain the salvage of **your vehicle**.

Windscreen and window glass cover

If **your vehicle** is more than 30 years old and the front windscreen, or side or rear window glass in **your vehicle** is accidentally broken, cracked by stone &/or other impact and is the only damage sustained to **your vehicle**, **we** will pay to have it replaced and will not apply an excess or penalise **your** No Claim Bonus Rating.

YOU ARE NOT COVERED

We will not pay for:

- Repairs not authorised by **us**;
- Airfreight for parts not available in Australia;
- If the repairs to **your vehicle** put it in a better condition than it was prior to the loss, **we** may also require **you** to contribute to the cost of the repairs.

We will not guarantee:

- Repairs not authorised by **us**;
- Repairs once **you** sell, give away, dispose of, or are no longer are the registered owner of, **your vehicle**.

Should the cost of returning **your vehicle** plus the necessary repairs exceed the sum insured, **we** reserve the right to treat **your vehicle** as a total loss.

We will not give **you** salvage rights if **your vehicle** is stolen and **we** pay **you** for a total loss.

We will not give **you** salvage rights if **your vehicle** is stolen and **we** pay **you** for a total loss.

We will not pay:

- for more than one windscreen or window broken in any one **period of insurance**;
 - more than \$1,500 under this benefit;
 - if the damage is due to scratches, chipping, de-lamination or deterioration of window tinting which make the windscreen or glass unroadworthy.
-

Your Policy Options

(customise your policy to suit you)

For an extra cost these options will provide additional cover. When they apply **we** will list them in **your** schedule.

The following options are only available where **you** have **your** Own Loss or Damage cover:

YOU ARE COVERED

Salvage rights

If **we** declare **your vehicle** to be a total loss and **your vehicle** is less than 30 years old and more than 15 years old, **you** may keep the salvage of **your vehicle** at no cost to **you**.

Windscreen and window glass cover

If **your vehicle** is less than 30 years old and the front windscreen, or side or rear window glass in **your vehicle** is accidentally broken, cracked by stone &/or other impact and is the only damage sustained to **your vehicle**, **we** will pay to have it replaced and will not apply an excess or penalise **your** No Claim Bonus Rating.

Lifetime No Claim Bonus Rating One protection

We will not reduce **your** No Claim Bonus Rating One if **you** make a claim, even when **you** are at fault.

Rental car following an accident

If **your vehicle** is insured for **regular** or **business** use and is damaged in an **accident** and **you** need to rent a replacement then, **we** will pay for **rental car costs**.

If **your vehicle** is repairable, this benefit will start from:

- When repairs to **your vehicle** are authorised by **us**; or
- When **your vehicle** is made available for repairs to begin; or
- **Your** chosen repairer is able to commence fixing **your vehicle**; whichever is the latest date.

If **your vehicle** is not repairable, this benefit will start from the date **we** declare **your vehicle** to be a **total loss**.

Spare Parts

We will cover **you** for loss or damage arising from fire or theft of spare parts purchased for fitting to **your vehicle** whilst such parts are located at **your** premises, or elsewhere where **your vehicle** specified in the schedule is located whilst undergoing restoration or repair work.

Multiple vehicles

Your policy can accommodate any number of individual **vehicles**. The **policy** can cover an individual collection or a small **family** fleet. Each **vehicle** is rated according to its use and primary **driver** and appropriate **excesses** applied. Discounts apply as the numbers of **vehicles** on the **policy** increase. The **premium** will be calculated on the overall client profile.

YOU ARE NOT COVERED

We will not give **you** salvage rights if **your vehicle** is stolen and **we** pay **you** for a **total loss**.

We will not pay:

- For more than one windshield or window broken in any one **period of insurance**;
 - more than \$1,500 under this benefit;
 - if the damage is due to scratches, chipping, de-lamination or deterioration of window tinting which make the windshield or glass unroadworthy.
-

You must provide evidence of **your** No Claim Bonus Rating One

We will not preserve **your** No Claim Bonus Rating One, if at the time of the accident, **your vehicle** was driven by someone other than **you** or a person listed in **your schedule**.

Your claims history is still a factor in deciding whether or not **we** will offer **you** renewal and on what terms and conditions **we** apply.

This benefit will finish:

- After a maximum of 14 days rental;
- When the repairs to **your vehicle** are completed;
- When **we** pay you the sum insured; or
- When **we** settle **your** claim; whichever is the earliest date.

We will not pay:

- If **your vehicle** use is **recreational, restoration/transit** or club permit;
 - More than \$1,400 under this benefit.
-

We will not pay:

- For theft unless consequent upon violent and forcible entry to the storage premises;
 - More than \$2500 during any one **period of insurance**
-

We will not pay when the use of a vehicle/s has been fraudulently understated or misleading.

Third party liability

(cover for damage to other people's property)

We will pay a maximum amount of \$20,000,000 (twenty million dollars) arising out of any one incident or series of incidents arising out of the one event.

YOU ARE COVERED

- **We** will pay for damage caused to another person's **vehicle** or other property resulting from an accident when **you**, or someone with **your** consent, was driving **your vehicle**, if **you** are required to by law.
- **We** will cover **your** legal liability when **you** have a trailer or caravan lawfully attached to **your vehicle**.
- **Your policy** is extended to cover the legal liability of **your** employer or **business** partner for damage caused to someone else's property if the damage that occurs is the result of the use of **your vehicle** with **your** consent.

Legal costs

Provided **we** agree in writing, **we** will also pay all legal costs and expenses incurred in defending any court proceedings arising from an event for which cover is provided.

Substitute Vehicle

If **your vehicle** is not being used by **you** because it is undergoing service or repair, **we** will extend cover to include **you** driving (with the owner's consent) a substitute **vehicle** not belonging to **you**.

Cleaning up costs

We will cover **you** for costs, charges and expenses necessarily and reasonably incurred to clean up and remove any debris as a result of an accident involving **your vehicle**.

YOU ARE NOT COVERED

We will not pay for:

- Damage caused by **your vehicle** to another **vehicle** or other property owned by **you** or a person who normally lives with **you** or lives with the **driver** of **your vehicle**.

Legal liability claims:

- Where there is insurance required by law that
- Provides cover for the liability;
- Relating to a person whom we have not permitted to use or drive your vehicle;
- Claims where, in the 5 years before the occurrence of any **accident**, the **driver** has:
 - Been refused motor vehicle insurance or has it withdrawn, cancelled or its renewal declined or refused; or
 - Had their driver or motorcycle rider license cancelled, suspended, downgraded, lapsed or any special conditions imposed;
- Unless **we** were made aware of these circumstances and agreed to insure the **driver**;
- Claims arising from any agreement or contract **you**, or a covered person entered into, unless **you** or they would have been liable despite the agreement or contract;
- Penalties, fines or awards of aggravated, exemplary or punitive damages made.

We will not pay for:

- Legal costs relating to any criminal or traffic proceedings;
- Legal costs incurred without our written consent.

We will not pay if the substitute **vehicle** is:

- Subject to a self-drive hire or rental agreement;
 - Unregistered or not designed and used for **regular** use;
 - Otherwise insured.
-

Third party liability (cont)

YOU ARE COVERED

Supplementary Bodily Injury (other than Compulsory Third Party)

The amount which **you** may be held legally liable to pay as compensation in respect of death or bodily injury arising out of the use of **your vehicle** with **your** consent, provided that **your vehicle** is registered for use on a public road when such liability is incurred.

Your policy is extended to cover the legal liability even if **you** are using a substitute **vehicle**, but only if **your** own insured **vehicle** was in an unusable condition and only one substitute **vehicle** can be used at a time and the substitute **vehicle** is not otherwise insured. This extension does not include cover for any damage to the substitute **vehicle** itself, but only damage caused to other people's property when **you** are driving that **vehicle**.

Damage to your vehicle caused by an uninsured motorist

Where the other **driver** who is primarily responsible for the accident does not have insurance which covers the damage to **your vehicle**.

You can provide **us** with the name, address and **vehicle** registration number of the other **driver** and **we** agree that the other **driver** is responsible.

YOU ARE NOT COVERED

We will not pay:

- Any amount that is insurable under any statutory or compulsory insurance,
- Any claim in respect of death or bodily injury to any member of **your family** or the **driver of your vehicles' family**, or any person who usually lives with **you**
- Any claim in respect of death or bodily injury to the **driver of your vehicle** or any employee or agent, contractor or subcontractor of **you** or the **driver of your vehicle**.

We will not pay more than \$5,000 under this benefit.

General Exclusions

(when we will not pay a claim)

These exclusions apply to **your policy**.

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

Unlicensed Drivers

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.

Driving under the influence (DUI)

Your vehicle being driven by any person:

- Whose faculties are impaired by any drug, alcohol or intoxicating liquor;
- Who is convicted of or charged with driving, at the time of the **accident**, under the influence of any drug, alcohol or intoxicating liquor;
- With a percentage of alcohol in his or her breath or blood in **excess** of the percentage permitted by law;
- Who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by any law of a State or Territory.

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

Overloaded vehicle or unsecured load

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, which is over the legal limits or not secured according to law. **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, or by the load being unsecured.

Unlawful Use

The use by **you**, or by some other person with **your** permission or implied consent, of **your vehicle** for an unlawful purpose.

Unsafe Vehicle

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.

Motor Trade

Your vehicle being used in connection with the motor trade for experiments, tests or trials.

Hire Fare or Reward

Your vehicle being used to carry goods or passengers for hire, fare or reward other than:

- Under a private pooling arrangement; or
- If **your** full-time employer pays **you** a traveling allowance, **we** will not regard that as hire fare or reward.

This General Exclusion does not apply if **you** have taken out Business use and it is listed on **your schedule**.

War, Riot or Nuclear

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, riot, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- Radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.

Motor Sport and Driver Training

Your vehicle being used by **you**, or someone with **your** permission:

- For or being tested in preparation for any motor sport, racing or pace making, or a reliability, speed, time or hill climbing trail, test or contest or any other motor sport;
- For being driven on a race track or speedway track or course;
- When being driven on, or participating in, any section of a rally or similar event, or on any **driver** training or **driver** instruction day on a racetrack or speedway track or course, unless **you** have notified **us** of the intention to use **your vehicle** for this purpose, **we** have agreed to provide cover and **you** agree to pay **us** any additional **premium** and/or **excess we** require.

Consignment

Your vehicle being on consignment or in the possession of a person as part of the person's stock in trade.

Deliberate, Malicious or Criminal Act or use

A deliberate, intentional, malicious or criminal act (including theft, conversion, abscondence or any other misappropriation) caused by or resulting from **you**, a person covered by this policy or any person who is acting with **your** permission or implied consent.

Loss of Use

Your inability to use **your vehicle**, except for specific **rental car costs** when such cover is provided by **your policy**.

Outside the period of insurance

Any loss, damage or liability arising out of an **accident** or theft that did not occur during the **period of insurance** as stated in **your schedule**.

Failure to disclose input tax credit

Any **GST**, 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**.

Terrorism

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.

Limits on Use

Your vehicle being used:

- Otherwise than in accordance with the use as stated in the **schedule**;
- Other than in accordance with the requirements for which **your vehicle** is registered or a permit to drive is granted;
- Outside Australia, except during transportation by air or sea between places within Australia.

Drivers under 25 years of age

Your vehicle being driven by or in the custody of any person under the age of 25 who is not accepted by **us** and specified on the **schedule** as a **driver**.

Unregistered or Unlicensed vehicle

Your vehicle being used on a public road without being registered for use on such road, unless **you** were permitted to drive **your vehicle** unregistered by the relevant transport authority.

Undisclosed and/or illegal modifications

Your vehicle if it has any:

- **Modification** which **you** have not told **us** about; and **we** would not have agreed to cover **your vehicle** if the **modification** had been disclosed to **us**;
- **Modification** which is not permitted by law in the State or Territory in which **your vehicle** is registered;
- **Modification** which would prevent **your vehicle** from being legally registered in the State or Territory in which **you** reside, unless **your vehicle** is unregistered, **you** have provided full details of the **modification** to **us**, and **we** have agreed to cover **your vehicle**.

Anti Theft Systems

The theft or attempted theft of **your vehicle** when any immobiliser, or other anti-theft system or security device fitted to **your vehicle**:

- Is not maintained in efficient working order; or that
- Is not made active whenever **your vehicle** is left unattended; unless:
 - **your vehicle** is in the care, custody or control of a service station, garage, hotel, restaurant or other commercial undertaking to whom it has been entrusted for the purposes of overhaul, upkeep, repair, parking or washing;
 - an injury the **driver** suffers in an accident in **your vehicle** prevents **you** from complying with activating **your immobiliser** or security system immediately thereafter.
 - becomes inoperable for any reason or fails to operate in accordance with the manufacturers specifications.

We will pay if immediate arrangements were made to rectify or repair such **immobiliser**, system or **security device**.

Street Parking

Your vehicle being regularly parked on the street overnight on more than 2 nights in any one period of a week being 7 consecutive nights.

General Conditions

(applicable to your policy)

If **you** do not comply with these conditions, **we** may refuse to pay **your** claim in full or in part.

We will only cover **you** if **you** comply with the General Conditions as far as they apply to **you** and **you** are not excluded from cover by application of the General Exclusions. Other terms, conditions and exclusions may specifically apply to **your policy** and **we** will tell **you** and list them on **your schedule**, if they do.

Renewal

We will advise **you** in writing before expiry of the policy whether **we** will offer **you** renewal and on what terms. Any renewal notice will indicate the premium payable for the new contract and any proposed alteration to the contract. Before the policy is renewed it is **your** duty, by law, to disclose to **us** any matter which has altered the risk **we** insure. **We** may require an additional **premium** if **you** make a claim in the short period between the time **we** calculated the renewal premium and the expiry of **your policy**.

Reasonable protection and maintenance

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

Towing

If **you** are towing **your vehicle** for any reason, and **you** are not employing a specialist towing company, **you** must:

- Take all reasonable precautions when transporting **your vehicle** by securing it in a manner that meets the relevant Australian Standard
- Ensure that the towing motor **vehicle** meets the requirements of the State or Territory registration towing limits for the trailer whilst having **your vehicle** securely attached to it.

Dangerous Goods

If any hazardous goods or substances are carried in **your vehicle you** must comply with all relevant laws, by-laws and/or statutory regulations.

Should non-compliance with this condition prejudice **our** interests, the amount of any benefit under the **policy** will be reduced by the amount that represents the extent to which **our** interests have been prejudiced by that non-compliance.

Drivers over 25 years of age

Drivers not named or listed in the **schedule** as the insured, aged 25 and over (or over 30 if so listed in the **schedule**) who are licensed to drive in Australia and who have not been disqualified from driving during the past 12 months are permitted to drive the vehicle up to 52 days per annum [on average no more than once a week].

Drivers who use the vehicle more frequently than this must have their details of their traffic offence and insurance claims history submitted to Enthusiast and be accepted by us and listed in the **schedule** as a driver.

Drivers under 25 years of age

All drivers under 25 years of age must be accepted by **us**, and listed as a **driver** in the **schedule** for cover to apply.

Restricted Drivers

We may restrict or limit cover under **your policy** to certain drivers of **your vehicle**. If any restricted driver limitation applies it will be listed in the **schedule**.

If a restricted driver limitation applies, regardless what other sections of this Combined FSG/PDS & Policy Wording state, we will provide cover when **your vehicle** is being driven by:

- the financier of the insured **vehicle**, or
- any member of the motor trade who has care, custody or control of **your vehicle** for the repair or maintenance of **your vehicle**, or
- any employee or agent of a restaurant, hotel, car park or similar **business** who has care, custody or control of **your vehicle** for the purpose of parking it, or
- a professional car wash employee, or
- in the control of a professional 'get **you** home' chauffeur service;
- where being used in an extreme medical emergency where human life is at risk, in which case the onus of proof will be on **you** to substantiate the necessity for **your vehicle** to be used by such a person to our satisfaction.
- any learner driver under instruction from a driver listed in your Schedule.

Learner drivers

Only available where you have Your Own Loss or Damage & Third Party Liability – and only applies to motor **vehicles** and specifically excludes motor cycles.

Any persons driving **your vehicle** on a learners permit whilst under instruction from an experienced, fully licensed driver are automatically covered to drive your vehicle subject to the terms of Combined FSG/PDS & Policy Wording.

Learner drivers will be covered only if the experienced, fully licensed driver giving instruction is a driver listed in **your schedule**.

The **Driver age excess** will be based on the age of the learner driver.

Special Registration

If **we** have accepted **your vehicle** on the basis of it being granted club, historic or other designated special limited use registration status by a relevant statutory body, **we** will show this status in **your schedule**. **You** must only drive **your vehicle** in accordance with the special registration or permit requirements or **we** will not pay a claim. **We** reserve the right to request confirmation of such registration at renewal of **your policy**.

Notice of Changed Circumstances

You must give **us** notice as soon as possible:

- Of any change in or addition to the person or persons who will regularly drive **your vehicle**;
- Where any **driver** or motorcycle rider licence is restricted, suspended, cancelled or special terms or conditions imposed;
- Of particulars of any motor accidents involving **you** or any person who regularly drives **your vehicle**;
- Of particulars of any criminal offences for which **you** or any person who regularly drives **your vehicle** is charged or convicted of;
- Of particulars of any conversion, alteration or **modification** of **your vehicle** from its maker's specifications. **You** must pay **us** any additional **premium** if required;
- Any change in garaging or how **your vehicle** is regularly kept overnight;
- If any **immobiliser** or security system ceases to be in good working order.

Changing your policy

If **you** want to make a change to **your policy**, the change becomes effective from:

- When **we** tell **you we** have agreed to it;
- When **we** give **you** a new **schedule** detailing the change; or
- The date detailed on the new **schedule we** give to **you**.

Notices

We will give **you** any notice in writing. It will take effect at whatever is the earlier of the time of:

- Delivery to **you** personally;
- Postage to **your** address last known to **us**.

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

Cancellation by you

You may cancel **your policy** at any time by telling **us** in writing **you** want to cancel it. Where more than one person is insured under **your policy**, **we** will only cancel the policy when a written agreement to cancel the policy is received from all insured persons. Cancellation by **you** will be effective when **we** receive **your** request and all cover will then cease.

Cancellation by us

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

- Made a misrepresentation to **us** before the **policy** was entered into;
- Failed to comply with **your** duty of disclosure;
- Failed to comply with a provision of **your policy** including failure to pay the **premium**;
- Made a fraudulent claim under **your policy** or any other **policy**
- during the time **your policy** has been in effect;
- Failed to notify **us** of a specific act or omission as required by **your policy**;
- Failed to tell **us** about any changes in the circumstances of the risk during the **period of insurance**.

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

- When another contract of insurance is taken out by **you** to replace **your policy**;
- At 4.00pm Local Standard Time of the third **business** day after the day on which notice was given to **you** or such later time as **we** may specify in the notice.

Return Premium after cancellation

After cancellation and subject to **your** cooling off period rights (see Combined FSG, PDS & Policy Wording), **we** will keep the premium for the period that **your policy** was in force. **Your** cover under the policy then ceases. **We** will refund the unexpired portion of **your premium** (excluding GST and government charges), after deducting a cancellation fee of 10%, with the minimum charge being \$20.

However, if **we** pay **your** claim for a **total loss**, then **your** cover under **your policy** ends and **we** are entitled to keep any **premium**.

Transfer of interest in policy

No interest in **your policy** can be transferred without **our** written permission.

Obligations of third parties covered

Any other person entitled to cover under **your** policy is bound by the terms of **your** policy.

Law and Jurisdiction

This insurance is subject to the laws of the Commonwealth of Australia and the Australian state or territory in which **your policy** was issued and the parties agree to submit to the exclusive jurisdiction of the courts of that Australian state or territory.

GST & Taxation

GST refers to the goods and services tax which is the subject of A New Tax System (Goods and Services Tax) Act 1999.

The **premium** on this policy includes an amount for **GST** and if **we** pay a claim **your** GST status may determine the amount to be paid on the claim.

You must advise **us** if **you** are registered, or required to be registered, for **GST** purposes, and **you** must when requested tell **us** what **your** entitlement to input tax credits (ITCs) is for **your** insurance **premium**.

When determining the amount to be paid for a claim under this Policy, any payment or supply **we** make to **you** for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for **your** claim will be calculated on the **GST** inclusive cost of **your** claim. In calculating such payment, **we** are entitled to reduce it by any ITC to which **you** are, or would be, entitled:

- a) For the acquisition of such goods, services or other supply; or
- b) If the payment had been used to acquire such goods, services or other supply.

However, the total of all payments **we** make will not exceed the Sum Insured, limit or sub limit of liability, or other monetary limitation imposed or created by the **policy**.

The Sum(s) Insured, limits and/or sub limits of liability, or any other monetary limitations are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

If **you** make a claim and **we** are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because **you** have not provided **your** ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this **policy** (even though **you** have not received the withheld amount).

Claims

(what you must do)

You have the following responsibilities if **you** have an accident or make a claim under a policy

Do not admit Liability

You must not pay or promise to pay or offer payment or admit responsibility for a claim.

Third Party

If a third party is involved, obtain full details of the third party.

Witnesses

Obtain any witness names and addresses.

Prevent further damage

You must take all reasonable steps to stop any further loss from occurring.

Contact Tracking Security

If **your vehicle** is fitted with a remote tracking security system and is stolen, **you** must immediately contact the relevant **vehicle** tracking bureau.

Contact Police

You must notify the Police as soon as possible in respect of theft of, or malicious damage to, **your vehicle**. If **your vehicle** is involved in an **accident**, **you** must also notify the Police:

- If damage to property, other than the **vehicles** involved, exceeds \$500;
- If any **vehicle** involved requires towing;
- If any person was injured.

Inform us as soon as possible

You must advise **our** office by telephone or in writing as soon as practicable after **you** suffer a loss, and arrange to complete **our** claim form which **we** will send to **you**, **you** can download from **our** website, or may also be obtainable from **your** repairer. If **you** do not make a claim within a reasonable time after the loss, **we** may reduce what **we** pay to **you** to allow for any disadvantage **we** may have suffered because of the delay.

Obtain a quote from your choice of repairer

You have choice of licensed repairer, and must obtain a written quotation from them. **Your** completed claim form should be left with **your** repairer. They should then contact **us** to arrange for an inspection by **our** assessor.

Authorising Repairs

You must not repair or replace any damaged property without **our** consent. Before repairs are started **you** must obtain **our** written agreement. If **you** have **Comprehensive** cover, **you** may authorise temporary and/or essential repairs up to a maximum of \$500.

Make the vehicle available for inspection

You must make **your vehicle** available for **our** inspection at **your** choice of repairer. **We** reserve the right to invite, accept, adjust or decline estimates or to arrange, at **our** expense, for the removal of **your vehicle** to other repairers for quotation purposes.

Demands from other parties

If **you** receive notice holding **you** responsible for damage to others' property, **you** should send **us** full details in writing along with any communication from the other parties, their insurer, solicitor or any court document received.

Keep salvaged Items

You must keep the property that has been damaged so **we** can inspect it.

Other insurance

You must notify **us** of any other insurance that also provides cover, whether in whole or in part.

Entitlement to input tax Credits

You must tell **us** of any entitlement to input tax credits if **you** are, or should be, registered for **GST** purposes.

Co-operate and assist us

You must co-operate and assist **us** and provide **us** with all the information that **we** require including, but not limited to, valuations, receipts, proof of ownership, driving history print-outs and statutory declarations if requested.

Claims

(what we will do)

We have the following responsibilities if **you** have an accident or make a claim under this **policy**.

Excess

We will reduce the amount **we** pay **you** following a covered loss by the **excess**.

However, if **you** have an accident which damages or destroys **your vehicle** and **you** can satisfy **us** that the accident was the fault of another party and **you** can give **us** the name and address of the owner and driver or party responsible then **you** will not have to pay the **excess**.

There are five types of **excesses** that may apply in the event of a claim. These **excesses** are in addition to any other **excess** shown in **your schedule** that may be imposed on **you**.

They are as follows:

Standard excess

The standard **excess** applies to all claims made under this **policy** and is shown in **your schedule**. The standard **excess** of each item shall apply cumulatively to each item insured under this **policy**, if damaged in the same accident.

Driver age excess

Applies when a driver, at the time of an accident, is under the age of 25, is listed on the **Schedule** and **we** have agreed to pay the claim. This **excess** is additional to the standard **excess**. Unless higher amounts are shown in **your schedule** the following age **excesses** will apply:

- was under 21 years of age - \$1,000
- was aged 21 to 24 years of age - \$500.

Driver inexperience excess

Applies when a driver, at the time of an accident, has held an Australian or New Zealand driver or motorcycle rider licence (whichever is applicable and excluding a Learner Permit) for less than 3 years. This **excess** is additional to the standard excess. Unless a higher amount is shown in **your schedule**, this **excess** is \$500.

Special imposed excess

Applies because of certain specified risk features of this insurance. This **excess** is additional to the standard **excess** for the risk features specified under this heading in **your schedule**.

Unnamed or not Listed Driver Excess

Applies only if **your vehicle** is less than 5 years of age and is driven for **Business** or **Regular** Use purposes. This **excess** is additional to the standard excess.

Theft and attempted theft excess

Applies if **your schedule** states **you** were required to fit to **your vehicle**, an **immobiliser** that complies with Australian Standard 4601:1999 or another security device and, at the time of theft or attempted theft, one was not fitted or was not in working order. This **excess** is additional to the standard **excess**. Unless a higher amount is shown in **your schedule**, this **excess** is \$2,000.

No Claim Bonus (NCB rating)

Your NCB Rating is not affected if:

- **You** have a lifetime maximum NCB Rating;
- 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.

Deciding Who is at Fault

We will decide whether or not **you** or the driver acting with **your** consent contributed to the cause of an accident.

Should a dispute arise as to the cause of damage or the means of repair being quoted between Enthusiast and the nominated repairer, **we** reserve the right to settle the matter by cash payment to **you**.

Vehicle Salvage

If **your vehicle** becomes a **total loss** and is insured for Own Loss or damage cover, the wreck of **your vehicle** will, at **our** option, become **our** property and **we** will keep the proceeds of any salvage sale. This does not apply if **you** are entitled to salvage rights, and **your vehicle** was not stolen.

Unavailable Spare Parts

If any part is not available in Australia 90 days after the date of **your** damaged **vehicle** being assessed by **us**, **we** may immediately settle **your** claim. **We** will pay for the cost to otherwise repair **your vehicle**, plus the **reasonable parts cost** for the unavailable parts.

Other Insurance

You must notify **us** in writing if **you** have already effected, or if in the future **you** effect any insurance or insurances which covers any matter covered by **your policy**, in whole or in part. To the extent permitted by law, when other insurance applies to a covered loss, **we** will pay only in excess of the other insurance, limited to the indemnity being provided under **your policy**, unless that other insurance was specifically written to be excess over the indemnity provided in **your policy**.

Our Right of Recovery

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. If **we** recover more than the amount **we** have paid to **you** or on **your** behalf, **we** will pay **you** the balance.

Glossary

(what these words mean)

Certain words and phrases have a special meaning when they appear in **your policy**. Please refer to the glossary below so **you** can understand their meaning:

Common Words

- **You, your** means the person or persons named as the insured and listed in the **schedule**, including that person or person's **family**. It may also include:
 - The financier of the insured **vehicle**, or
 - Any member of the motor trade who has care, custody or control of **your vehicle** for the repair or maintenance of **your vehicle**, or
 - Any employee or agent of a restaurant, hotel, car park or similar **business** who has care, custody or control of **your vehicle** for the purpose of parking it, or
 - A professional car wash employee, or
 - In the control of a professional 'get **you** home' chauffeur service;
 - Where being used in an extreme medical emergency where human life is at risk, in which case the onus of proof will be on **you** to substantiate the necessity for **your vehicle** to be used by such a person to **our** satisfaction.

We, **us, our** means Enthusiast Underwriting Pty Ltd on behalf of the insurer, Assetinsure Pty Ltd ABN 65 066 463 803.

Vehicle Use Definitions

Your policy may restrict how often **you** use **your vehicle**. Please refer to **your schedule**, note what use **you** have selected and ensure **you** conform within the following definitions.

Regular – means **your vehicle** is insured whilst used regularly for social, domestic and pleasure purposes, including:

- Driving to and from work;
- In connection with repairing, servicing and testing;
- For tuition purposes provided no payment is received;
- Whilst being demonstrated for sale purposes;
- In connection with a private pooling arrangement.

Business – means **your vehicle** is insured whilst used:

- Within the "**regular**" use definition (above) and;
- Is registered for **business** use and/or is used for income producing purposes;
- Wedding hire including:
 - a) by any person in connection with **your business** or occupation, other than the carriage of goods for payment or general hire;
 - b) by any person in connection with **your business** or occupation for hire or reward, provided it is only in connection with weddings and/or school formals.

- Chauffeur Hire – means **your vehicle** is insured whilst used in connection with **your business** as a hire car operator, including:
 - a) driving to and from work;
 - b) in connection with repairing, servicing and testing;
 - c) whilst being demonstrated for sale purposes.

Business Use is subject to **our** acceptance.

Recreational – means **your vehicle** is insured whilst used within the “**regular**” use definition provided that:

- **Your vehicle** is used for driving pleasure, car shows and club or other motoring events
- The **vehicle** is not used as a **regular use vehicle**
- **You** provide evidence that **you** have another **vehicle** which is used regularly
- Provide other evidence that the **vehicle** is not in **regular** use if **you** do not have a **regular use vehicle**
- **Your vehicle** is driven, on average, 2 or less days per week or not more than 104 days annually and no more than 8,000 kilometres annually.

Limited Recreational

Your vehicle is driven, on average, 5 or less days per month or not more than 60 days annually and no more than 5,000 kilometres annually.

Restoration/ Transit – means when **your vehicle**, including when it is unregistered, is being restored or is in storage. Cover includes transit of the **vehicle** to and from places of repair, movement on and off trailers or whilst being towed.

Cover includes display of the **vehicle** at car shows and other related events.

Club Permit Use (Historic/Concessional/Conditional Registration)

If Club permit cover is shown on **your** schedule, **we** will cover **you** for loss, damage or liability whilst **your vehicle** is used in accordance with **your** state or territory’s regulations for Club **permit use**.

Words, phrases and their meaning

Accident, Accidental, Accidentally – means loss or damage, other than theft, which was not expected or planned by **you** and includes a series of incidents arising out of the one event.

Agreed Value – means the dollar value of **your vehicle** inclusive of all its accessories as shown on **your schedule** and agreed to by us. The **agreed value** is determined at the beginning of the **policy** and may be re-evaluated prior to each subsequent **policy** period.

Comprehensive – means all covers of the **policy** will operate, including any options **you** have chosen.

Driver, Drivers – means the operator/s of **your vehicle** and includes the rider/s of a motorcycle.

Excess, Excesses – is the amount specified in the **schedule** and elsewhere in **your policy** which **you** must contribute towards any claim payment under **your policy**. It is payable for each occurrence covered by **your policy**. An occurrence is one or a series of occurrences arising out of one cause.

Family – means any of the following people who normally reside with **you**:

- **Your** spouse or partner.
- **Your** children, parents, grandparents, grandchildren, brothers or sisters.
- **Your** spouse or partner's children, parents, grandparents, grandchildren, brothers or sisters.

Excepting that, any person who is under the age of 25 is excluded from driving or any cover provided under this **policy** unless **we** have accepted them and they are specified on the **schedule** as a **driver**.

GST – is Goods and Services Tax.

Immobiliser – means an electronic engine **immobiliser** that is self-activating, self-arming or passive-arming. It must comply with Australia & New Zealand Standard AS/NZS 4601:1999, have a minimum of two points of immobilisation (more than two if specified by **us** on **your schedule**) and automatically activate shortly after the engine is switched off.

Market Value – is **our** assessment of **your vehicle**, trailer or replacement **vehicle's** value immediately prior to any loss or damage, using local market prices. Consideration is made for factors including but not limited to the age, kilometres traveled, condition and desirability of **your vehicle**, trailer or replacement **vehicle**. It includes **GST** and a reasonable dealer profit. It does not include:

- Registration;
- Compulsory Third Party Insurance;
- Warranty costs;
- Future Stamp Duty;
- Transfer fees;
- Restoration costs.

Modification, Modifications – means any change from the manufacturer's specifications to **your vehicle** which affects its performance, handling, value, desirability, appearance or safety. The change was made by any person at any time after the **vehicle** left the manufacturer's factory.

Period of Insurance – are the dates, shown in the **schedule**, during which **you** cover is valid.

Policy – is this document, the **schedule** and any other endorsement or notice **we** give **you** in writing. Together they form **our** agreement with **you**.

Premium – is the amount **you** pay **us** for **your** insurance cover. It includes any compulsory government statutory charges, levies, duties and taxes where applicable.

Reasonable Parts Cost – is the last published price for the part by the manufacturer, or other automotive traders, or any other sources specialising in the supply of used parts, or manufacture of parts, for such **vehicles**, e.g. motor wreckers, trade journals, car club resources, specialist automotive engineers or the like, plus allowances for standard sea freight costs and import duties into Australia if **we** agree to importing such parts and the reasonable cost of fitting.

Rental Car Costs – means the amount paid by **you** in relation to renting a **vehicle**, but does not include fuel, running costs, damage to the rental car, any insurance **excess** or other costs which **you** may be liable for under the rental car rental agreement

Schedule – is the most current document **we** give **you** which contains the specific insurance details for **you** such as the make, model, registration, value and other details of **your vehicle**.

Security Device – is an **immobiliser**, alarm, **vehicle** tracking device or other anti-theft system fitted to **your vehicle** which **we** may require.

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 sum insured for **your vehicle**. 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 salvage of **your vehicle**.

If **we** pay **your** claim as a **Total Loss**, then **your** cover under the **policy** ends and **we** are entitled to keep any **premium** or deduct any **premium** owing from the claim payment.

Vehicle – means the motor **vehicle/s**, motor cycle/s and/or trailer/s **described** in the **schedule**, including:

- Its standard tools, accessories and/or appliances;
- **Modifications** which **you** have listed on **your** proposal or given **us** details of in writing and which **we** have accepted. Except, where the **modification** is an audio and/or visual system, or a component of such system, then the maximum **we** will pay is \$2,500;
- Any **modification** which **you** have not told **us** about but which **we** would have covered if **you** had told **us** about it. **You** must pay **us** any additional **premium we** would have asked for, effective from the time the **modification** became a part of **your vehicle**.

***Combined Financial Services Guide,
Product Disclosure Statement and Policy Wording***

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Enthusiast Underwriting Pty Ltd AFS
Licence Number 396 716

Enthusiast Underwriting Pty Ltd address details:
PO Box 257, FERNY HILLS QLD 4055

Telephone:
1800 10 10 44

Web Address:
www.enthusiast.com.au

Email Contact:
motor@enthusiast.com.au

Claims Contact:
claims@enthusiast.com.au
or Assetinsure Pty Ltd PO Box R299
Sydney NSW 1225



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