



MANSIONS PLUS

HOME & CONTENTS + MOTOR VEHICLE



MANSIONS



PLUS

This combined Financial Services Guide and Product Disclosure Statement was prepared on 01 July 2010.
Distribution of this combined FSG and PDS has been authorised by Mansions of Australia Limited
and Certain Underwriters at Lloyd's, the insurer.

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Financial Services Guide

This Financial Services Guide (FSG) contains information to assist you in deciding whether to use the services provided by Mansions of Australia Limited (“Mansions”). This important information includes:

- The services we offer you;
- How we and our associates are paid;
- Any potential conflict of interest we may have in providing you with the services; and
- Our internal and external dispute resolution procedures and how you can access them.

Our services and authorizations

Mansions acts as an underwriting agency and issues policies on behalf of the Insurer - Certain Underwriters at Lloyd’s (“Lloyd’s”).

Mansions is licensed to advise on and deal in general insurance products. This means Mansions can provide you with advice about your insurance and issue the insurance policy under a binding authority from Lloyd’s. In issuing the policy under binder, Mansions acts on behalf of Lloyd’s and does not act on your behalf. However any advice provided to you by Mansions is given on your behalf.

How are we paid?

Mansions receives commission from Lloyd’s when issuing your insurance, calculated as a percentage of the premium you pay for the insurance (excluding taxes and charges). This commission is included in the premium quoted to you.

Mansions may also receive a profit commission from Lloyd’s. Before you buy the insurance, you can ask Mansions for details about the commission they receive.

What should you do if you have a complaint?

If you have any cause for complaint about Mansions’ services, please contact the General Manager on (02) 9551 1088, or send your complaint in writing, addressed to:

The General Manager
Mansions of Australia Limited
Level 7, 100 Arthur St, North Sydney NSW 2060
Email: mansions@mansions.com.au
Fax: 1300 855 874

If you are not satisfied with the response to your complaint, you may contact the Internal Dispute Resolution Committee at Lloyd's Underwriters Australia on (02) 9223 1433, or in writing at Suite 2, Level 21, 123 Pitt Street, Sydney, NSW, 2000. The Committee will respond within 15 working days.

Mansions is a member of the Financial Ombudsman Service (FOS), an external dispute resolution facility. So, if you are still not satisfied with the response to your complaint you may take your complaint to the FOS, who can be contacted on 1300 780 808, by email at info@fos.org.au or in writing at GPO Box 3 Melbourne VIC 3001.

How Mansions use your personal information?

Mansions is committed to protecting your privacy. The information you provide to Mansions is used to issue your insurance and pay claims, and is also provided to Lloyd's for that purpose. Mansions does not trade, rent or sell your information. You can check the information held about yourself at any time. You can ask for more information about Mansions' Privacy Policy.

Contact Details

Mansions of Australia Limited
Level 7, 100 Arthur St
North Sydney NSW 2060
Toll Free: 1300 738 308
Local: (02) 9551 1080
Fax: 1300 855 874
Email: mansions@mansions.com.au
ABN: 15 096 726 895
AFS Licence No: 234427

LLOYD'S

Product Disclosure Statement

This Product Disclosure Statement (PDS) is designed to help you understand the Mansions Plus Insurance policy and to provide you with sufficient information to enable you to make an informed choice about whether to buy this policy.

This PDS is divided into 5 parts.

- Part 1** contains important information about the insurers of this policy and the policy itself.
- Part 2** sets out some important information for Mansions Plus Home and Contents Insurance.
- It contains information about the insurance, its features, benefits, risks and costs.
- Please read it carefully together with the Home and Contents Insurance Policy Terms and Conditions.
- Part 3** is the Home and Contents Insurance Policy Terms and Conditions. Full details of the insurance, the exclusions and the terms and conditions are set out in the Home and Contents Insurance Policy Terms and Conditions.
- By acquiring this insurance, you agree to be bound by those terms and conditions.
- Part 4** sets out some important information for Mansions Plus Motor Vehicle Insurance.
- It contains information about the insurance, its features, benefits, risks and costs.
- Please read it carefully together with the Motor Vehicle Insurance Policy Terms and Conditions.
- Part 5** is the Motor Vehicle Insurance Policy Terms and Conditions. Full details of the insurance, the exclusions and the terms and conditions are set out in the Motor Vehicle Insurance Policy Terms and Conditions.
- By acquiring this insurance, you agree to be bound by those terms and conditions.

PART 1

IMPORTANT INFORMATION

The Insurers

The insurers of this policy are Certain Underwriters at Lloyd's. You can contact us via Mansions of Australia Limited, Level 7, 100 Arthur St North Sydney NSW 2060, toll free: 1300 738 308, local: (02) 9551 1080, fax: 1300 855 874, email: mansions@mansions.com.au or Lloyd's Underwriters' Australia, Suite 2, Level 21, 123 Pitt Street, Sydney NSW 2000, telephone number (02) 9223 1433.

Mansions acts as an underwriting agency and issues policies on behalf of Lloyd's.

In this PDS, 'we', 'us' or 'our' means the Insurer.

Non Disclosure

Your Duty of Disclosure

When answering our questions and in providing other relevant information, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the known circumstances would include. We will use this information in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us:

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

If you do not tell us:

If you do not answer the questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having operated.

Important:

This duty of disclosure applies to all the people named on the application form. Please read this PDS carefully to ensure:

- You are aware of all the contractual rights and obligations;
- The policy provides the cover you require; and
- You are aware of the limits regarding policy coverage and what we will pay you under the policy.

Significant Risks

The risks associated with this home contents insurance could include the following:

- Cover may be inadequate for your needs because the level or type of cover you need does not match the cover offered by this policy. For example, an exclusion may apply, or you may not satisfy the terms and conditions of cover, or a limit applies to the amount you can claim. Do make sure you carefully read the terms and conditions before deciding whether it will meet your needs.
- Under insurance – for purposes of the Home and Contents cover it is important to make sure that the sum insured you select for your building and/or contents fully reflects the value of your property – otherwise your cover may not be adequate to cover your loss.
- Failure to comply with the policy terms and conditions – if you do not comply with the policy terms and conditions (e.g. your duty of disclosure) we may refuse to pay part or all of your claim.
- Failure to pay your insurance premium – in order for your insurance to remain current, you must pay the insurance premium by the due date. Otherwise we may cancel your policy.

Conditions

All sections of the Insurance Policy are subject to the following important conditions:

- You must at all times comply with your Duty of Disclosure;
- You do not behave in a fraudulent manner;
- Claims are handled in accordance with the claims standards set out on pages 31 and 32 of the Home and Contents Insurance Policy Terms and Conditions;
- We are entitled to inspect and salvage the insured property although please note the motor vehicle cover includes special conditions concerning salvage which can be found in the Motor Vehicle Insurance Policy Terms and Conditions.;
- We are entitled to negotiate, defend and settle any claim in your name;
- Cover will be suspended if the insured property is uninhabited for a period of more than 120 continuous days;
- In the event of a claim, you must notify us of other insurance providing cover the same as this policy;
- We will provide an automatic reinstatement in the event of a partial loss on the payment of an additional premium;
- Disputes must be mediated in accordance with this policy;
- We are entitled to be subrogated to your rights of recovery against a third party;
- This policy may be cancelled as specified on pages 33 and 34 of the Home and Contents Insurance Policy Terms and Conditions; and
- You must at all times take all appropriate maintenance and safety precautions (see page 34) of the Home and Contents Insurance Policy Terms and Conditions.

Your Cooling-off Period

Please read all parts of this PDS and Your Insurance Schedule carefully to make sure You understand the cover and that it is adequate.

If, for any reason, You are not completely satisfied with Your policy, We may agree in writing to alter it to meet Your needs.

Alternatively, if you decide that you do not require this policy, and no claim has been made under the policy, you have the right to cancel and return the insurance policy to us within 14 days, which starts on the earlier of:

- the date you received confirmation of this insurance policy; or
- 5 days after the date this policy was issued to you (whichever occurs earlier).

If You cancel within this 14 day period, we will refund the premium you have paid.

Policy Costs

The cost of Your insurance is shown on Your Insurance Policy Schedule. The cost of your policy is made up of your premium, plus any applicable government taxes and charges such as stamp duty, applicable fire services levy and the GST.

We calculate your premium using a rating system that includes certain rating factors. These factors include your insurance history, and, in the case of the Home and Contents cover, the location and value of the building insured, and the value of the contents. The Motor Vehicle cover rating factors are set out in the Features and Benefits of the Motor Vehicle Cover section.

When you make a claim, an excess is applicable. The applicable excess is stated on your policy certificate. More than one excess may be applicable to the one claim.

Cancellation Fee: You may cancel your policy at any time. If you choose to cancel your policy we will retain or be entitled to the premium for the period during which this policy has been in force. After cancellation by Us, You will be entitled to a pro-rata refund of the unexpired premium less any non-refundable government taxes and charges and a small cancellation fee. For details of your cancellation fee contact your broker or insurance intermediary.

Administration Fee: Your broker or insurance intermediary may charge an administration fee for issuing your policy documentation. For details of your administration fee please contact your broker or insurance intermediary directly

Commissions: Your broker or insurance intermediary may receive a commission payment from us when your policy is issued and reviewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid please contact your broker or insurance intermediary directly.

Complaints and Disputes

Please refer to the complaints process in the Financial Services Guide.

PART 2

BENEFITS AND FEATURES OF THE HOME AND CONTENTS COVER

This policy has three sections. They are:

- Section 1 – provides a choice of cover for either:
 - your home building; or
 - your home contents; or
 - your home building and contents.
- Section 2 – provides cover up to \$20 million for your legal liability to pay compensation. This cover is automatically included with any cover under Section 1.
- Section 3 – provides cover for specified personal property. (This cover is available, at your election, in addition to your home contents insurance).

The benefits and features of this policy are set out below.

Please note that conditions, limitations and exclusions will apply to these benefits. Details about the terms, conditions and exclusions of the insurance are outlined in the Home and Contents Insurance Policy Terms and Conditions in Part 2.

Section 1 – cover for your home building or your home contents, or both.

Benefits of the home building insurance includes cover for accidental loss or damage to the building up to the Replacement Cost. We also include cover for the following:

- Removal of debris up to 20% of the Sum Insured for the Building;
- Professional fees up to 20% of the Sum Insured for the Building;
- Loss of rent up to 20% of the Sum Insured for the Building;
- Temporary accommodation up to 20% of the Sum Insured for the Building;
- Building escalation costs up to 20% of the Sum Insured for the Building;
- The cost of replacement locks;
- Necessary alterations to the building up to \$25,000;
- Automatic indexation of 0.25% per month.

Benefits of the home contents insurance includes cover for accidental loss or damage for the insured contents up to the Replacement Cost. We also include cover for:

- Removal of debris up to 20% of the Sum Insured for the Contents;
- Storage up to \$100,000 whilst contained in a professional furniture storage facility;
- Transit up to the Sum Insured for the Contents;
- Temporary removal for contents in certain circumstances. The benefit is a maximum of \$25,000 per article or set and \$50,000 in total;
- Illegal use of credit cards up to \$10,000;

- Visitor's belongings up to \$10,000;
- Contents moved to a new location for up to 30 days;
- Frozen food up to \$10,000;
- Temporary Accommodation up to 20% of the Sum Insured for the Contents;
- Automatic indexation of 0.25% per month;
- Contents in the open air at the insured situation up to 20% of the Sum Insured for the Contents.

The following additional benefits are also automatically included in the cover for your home building and your home contents insurance:

- Damage to electrical items;
- Automatic reinstatement;
- Pet care up to \$10,000;
- Temporary accommodation where you are denied access to the insured property, up to the reasonable costs of accommodation for you and your pets;
- Costs of relocating your home as a result of violent crime – the benefit we will pay is \$20,000;
- Automatic cover for additional property acquired to a total limit of \$50,000;
- Appreciating assets for items with specified sums insured declared in the Asset Schedule – if, at the time of loss, a declared item has appreciated in value, we will, under certain conditions, pay the cost of replacing that item at its increased value;
- Removal of fallen trees and branches up to \$10,000.

Section 2 – cover for your legal liability

The home contents insurance provides cover up to \$20 million for your legal liability to pay compensation for:

- death or bodily injury to other people;
- loss or damage to other people's property anywhere in the world.

Section 3 – cover for specified personal property

Benefits include cover for accidental loss or damage to the specified property whilst the property is anywhere in the world.

PART 3

HOME AND CONTENTS COVER TERMS AND CONDITIONS

Our Agreement to insure

Provided You have paid or agreed to pay the premium to Us and have lodged with Us a fully completed, signed and dated Proposal Form which forms the basis of this Agreement, then subject to the terms, conditions and exclusions contained in this Insurance Policy or endorsed onto Your Insurance Schedule, We will insure You against loss, damage or liability as described in the Insurance Policy occurring during the Period of Insurance stated in the Insurance Schedule and any future period for which We may accept payment of premium.

You are covered for each Section or Part where a Sum Insured appears in the Insurance Schedule or which is indicated as being operative in the Insurance Schedule.

This Insurance Policy and the Insurance Schedule issued by Us to You forms Our Agreement to insure.

The Underwriters obligations under this insurance are several and not joint and are limited solely to the extent of their individual proportions. The Underwriters are not responsible for the proportion of any of the other Underwriters who for any reason do not satisfy all or part of their obligations.

You or Your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters is liable by requesting them from Mansions of Australia Limited.

In accepting this insurance, the Underwriters have relied on the information and statements that You have provided on the Proposal Form. Please read the Insurance Policy Terms and Conditions in this policy carefully to ensure it is adequate for Your needs. It is an important document and it should be retained by You with all other papers relating to this insurance in a safe place.

Further, the Underwriters in accepting this insurance agree that:

- (i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia,
- (ii) any summons notice or process to be served upon the Underwriters may be served upon: Lloyd's Underwriters' General Representative in Australia, Suite 2, Level 21, 123 Pitt Street, Sydney NSW 2000, who has authority to accept service and to appear on the Underwriters' behalf,
- (iii) if a suit is instituted against any of the Underwriters all of the Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance, IMMEDIATE NOTICE should be given to Mansions of Australia Limited.

Where You have a complaint relating to this insurance, or if an individual believes their privacy may have been prejudiced, the matter should in the first instance be referred to Mansions of Australia Limited, Level 7, 100 Arthur St North Sydney NSW 2060, toll free: 1300 738 308, local: (02) 9551 1080, fax: 1300 855 874, email: mansions@mansions.com.au

If this does not resolve the matter or You are not satisfied with the way it has been dealt with, You should write to: the Internal Dispute Resolution Committee at Lloyd's Underwriters' Australia, Suite 2, Level 21, 123 Pitt Street, Sydney NSW 2000. Telephone number (02) 9223 1433. The Committee will respond within 15 working days.

If Your dispute remains unresolved, You will be referred to the Financial Ombudsman Service Limited, phone 1300 780 808, under the terms of the General Insurance Code of Practice. For other disputes or matters involving Privacy, You will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

Each of the Underwriters proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

Definitions

Where used in this Home and Contents section of the policy:

You or Your means – the Company or Companies; person or persons named as the Assured in the Insurance Schedule and their Immediate Family.

Immediate Family means – the Assured's spouse (legal or de facto), unmarried children and parents of the Assured and their spouses, where such person(s) permanently reside(s) with the Assured.

We, Us or Our means – Certain Underwriters at Lloyd's – (severally and not jointly).

Asset Schedule means – the specific schedule attaching to the Insurance Schedule which provides a description and value of all items of Special Contents or Specified Personal Property insured under this PDS.

Building means – the dwelling, residential flat, home unit or that portion of the Building used as a business office at The Situation, or, if the Building is Heritage Listed:

Building means – the dwelling, residential flat, home unit or other buildings classified by The National Trust or Historical Foundation or which is the subject of any State or Local Authority classification order including any ancillary building at The Situation and includes unclassified buildings forming an integral part of a Building subject to a classification order including that portion of the Building used as a business office.

In both cases, Building includes:

1. all domestic buildings and their fixtures, including boat houses, garages and outbuildings, including temporary or mobile structures,
2. fixed pontoons up to four metres in length and fixed jetties unless otherwise stated in the Insurance Schedule,
3. fixed coverings to walls, floors and ceilings including landlord's fixtures and fittings. In all instances carpets are excluded,
4. services (whether underground or not) including communication installations,
5. exterior blinds and awnings,
6. all structural improvements including, but not limited to:
 - (a) fixed swimming pools, prefabricated above-ground swimming pools, spas and saunas, including their accessories.
 - (b) paved terraces, paths, driveways, retaining walls, gates, domestic fences, masts, aerials, clothes lines and tennis courts,
7. landscaping trees and plants for damage caused by Fire, Theft, Lightning, Explosion, Vandalism and Impact by Vehicle, limited to a maximum of \$30,000 any one event.

Building does not include:

unpaved paths or driveways constructed of earth or gravel.

Business means – the deriving of income from any professional activity, trade or commercial or similar activity involving the provision of goods and/or services.

Computer Virus means – a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Contents means – all Your household contents at The Situation, including:

1. carpets, unfixed floor coverings, internal blinds and curtains,
2. money, cheques, negotiable securities, stamps (not being part of a stamp collection), title deeds, documents of any kind, up to \$10,000 in all any one claim. In addition, We will also pay You up to \$10,000 in all any one claim for the reasonable costs incurred, to restore or replace personal documents following loss or damage at The Situation or whilst in a bank vault or safe deposit box,
3. business and professional equipment used to generate an income to a maximum of \$50,000 any one claim,
4. valuables such as
 - (a) fine art, paintings, works of art, antiques or curios. At the situation these are limited to \$250,000 any one article. The most we will pay for all articles is a maximum of \$2,500,000.
 - (b) articles of jewellery, furs, watches, gold or silver articles or objects, bullion, precious stones, coin collections, stamp collections, wine collections and guns. At the situation these items are limited to \$25,000 any one article, set or collection. The most we will pay for all articles, sets or collections is \$50,000 or 20% of the contents sum insured, whichever is the greater up to a maximum of \$100,000.

Cover at the Situation can be increased by listing items which are above the per item limit as Special Contents.

Worldwide cover can be included by listing items as Specified Personal Property.

5. computer systems including data carrying material forming part of a fixed head drive unit, monitors, printers and other peripheral devices including software, photocopiers, communication equipment including radio transmitting, monitoring and receiving devices and telephone answering and facsimile machines, amplification equipment, sound and visual systems including televisions and video devices; and cameras, projectors, screens, enlargers and developing equipment, photographic equipment, processed film slides and prints, video cameras and equipment, tapes, cassettes, cartridges and discs,
6. personal data stored on computer software which you own or possess. We will pay up to \$5,000 for replacing or recreating that personal data as a result of a covered loss or computer virus if it is actually replaced at your expense. The cover is subject to your computer having anti virus software installed and you subscribe to a virus checking service,
7. clothing and personal effects,

8. accessories or spare parts for motor cars, motor cycles, Watercraft, or aircraft, but:
 - (a) only whilst not attached to the motor car, motor cycle, Watercraft, or aircraft,
 - (b) only up to \$10,000 in all any one claim,
9. fixtures and domestic structural improvements in a strata title home unit that are not insured by the Body Corporate of the Building,
10. sporting equipment, but excluding losses occurring when the equipment is in use or play. We will also pay You if the equipment is usually kept permanently in a locked clubroom or locker away from The Situation when not in use or play.
11. Contents in the open Air at the situation is limited to 20% of the Contents Sum Insured.
12. Contents in any boat house, garage or outbuilding at the Situation is limited to 50% of the Contents Sum Insured.

Contents does not include:

- (a) pets, birds, fish, livestock,
- (b) motor cars and other motor vehicles, motor cycles, mechanically propelled mini bikes and scooters, farm vehicles, Watercraft, aircraft, aerial devices, and equipment belonging to these items including keys, unless otherwise stated in the Insurance Schedule,
- (c) mechanically propelled vehicles or caravans or trailers of any and every kind other than:-
 - (i) a lift or inclinator,
 - (ii) a ride on motor mower under 18 horse power, wheel chair or golf buggy not requiring registration or statutory motor insurance under any law for the purpose for which it was being used at the time of loss, unless otherwise stated in the Insurance Schedule,
- (d) stock used for Business purposes,
- (e) money being takings relating to Your Business,
- (f) travel tickets.

Electronic Data means – facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Endorsement means – the document which may be issued and form part of the Policy and which details any amendments made to the coverage granted by Us to You during the Period of Insurance.

Excess means – the amount as shown in the Insurance Schedule which You must first contribute towards each claim arising from any one event. In the case of loss or damage by EARTHQUAKE, the excess is \$2,000, unless otherwise stated in the Insurance Schedule. All destruction or damage from earthquake occurring within a period of 48 hours of the first tremor shall be deemed one event.

Heritage Listed means – that the Building is classified by The National Trust or Historical Foundation or is the subject of any State or Local Authority classification and any other Building governed by appropriate legislation including the following:

The National Trust

Australian Heritage Commission (Australian Heritage Commission Act 1975)

Heritage Council of NSW (Heritage Act 1977 & Amendments Act 1987 – NSW)

Department of Environment & Conservation (Landscapes Queensland and Queensland Estate Act 1987 – Qld)

Department of Environment & Planning – State Heritage Branch (South Australia Heritage Act 1978 – SA)

Ministry for Planning & Environment – Heritage Branch (Historic Building Act 1974)

Insurance Schedule means – the document which forms part of this Policy and which provides, along with details relevant to the motor vehicle cover under the Policy, details of the Assured, Situation of Risk, Period of Insurance, coverage provided, Sums Insured and any amendments to the Policy Wordings.

Policy means – this PDS/Policy Wording and the Motor Vehicle Insurance information and Wording, the Proposal Form, Insurance Schedule, any Asset Schedule and Endorsements which form the Agreement and which provide formal evidence of coverage granted by Us to You.

Present Value means – the cost of replacement or repair of the Building and/or Contents immediately preceding the loss, up to the Sum Insured shown in the Insurance Schedule, subject always to due allowance for wear, tear, depreciation or betterment.

Replacement Cost means – the cost of replacing, rebuilding or repairing the Building and/or its Contents to a condition equal to their condition when new. This includes the additional costs necessary to comply with Government or local body by-laws. Until an amount equal to the Replacement Cost or Present Value, whichever is the lesser, has been actually expended, Our liability is limited to the Sum Insured shown in the Insurance Schedule of the Building and/or Contents destroyed or damaged, or, if the Building is Heritage Listed:

Replacement Cost in those cases where the architectural features and/or structural materials of the Buildings described in this PDS possess an ornamental, antiquarian or historical character, or the original materials are not available and when property is lost or damaged, means – the rebuilding, replacing, repairing or restoring to a reasonably equivalent appearance and capacity using original design and suitable equivalent materials. This includes the additional costs necessary to comply with Government or local body by-laws. Until an amount equal to the Replacement Cost or Present Value, whichever is the lesser, has actually been expended, Our liability is limited to the Sum Insured shown in the Insurance Schedule of the Building and/or contents destroyed or damaged.

Standard Gross Rentals means – the gross rentals during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period.

The Situation means – the situation of the Building shown in the Insurance Schedule.

Theft means – burglary, attempted burglary and/or housebreaking.

Uninhabited means – without an authorised person sleeping in the Building on a regular basis.

Watercraft means – any craft or vessel intended for use on or in water:

- (a) which is powered, or designed to be powered, or which is propelled by motor or sail, or,
- (b) which exceeds three metres in length, unless otherwise stated in the Insurance Schedule.

SECTION 1

ITEM 1 – BUILDING

APPLIES WHEN INDICATED IN THE INSURANCE SCHEDULE

The Cover

We will cover You if there is accidental loss of or accidental damage, which occurs during the Period of Insurance, to the Building described in the Insurance Schedule. This means We will, at Our option, repair, replace or pay the reasonable cost to repair or replace the Building to its Replacement Cost.

We will not pay You more than the Building Sum Insured shown in the Insurance Schedule unless otherwise stated in this PDS.

We include cover for:

- 1. Removal of Debris.** In addition to the repair or replacement of the Building, We will pay up to 20% of the Building Sum Insured for the demolition, removal of debris and disposal costs necessarily incurred to remove insured property in order to repair or replace accidental damage caused to the Building, unless otherwise stated in the Insurance Schedule provided the Sum Insured on the Building represents at least 90% of the Replacement Cost of the Building. Otherwise Removal of Debris is included in the Building Sum Insured. For uninsured property, We will pay the costs necessarily incurred to remove the property from the Building in order to repair or replace accidental damage.
- 2. Professional Fees.** In addition to the repair or replacement of the Building, We will pay up to 20% of the Building Sum Insured for architects fees, surveyors fees, consulting engineers fees and legal fees necessarily incurred in the repair or replacement of accidental damage to the Building, unless otherwise stated in the Insurance Schedule provided the Sum Insured on the Building represents at least 90% of the Replacement Cost of the Building. Otherwise Professional Fees are included in the Building Sum Insured.
- 3. Loss of Rent.** In addition to the repair or replacement of the Building, where the Building is rented to others and becomes uninhabitable as a result of any loss, destruction or damage covered by this Policy, We will pay an amount equal to the Standard Gross Rentals lost for the period reasonably necessary for repair or replacement up to 20% of the Building Sum Insured for a maximum period of twenty four months in all, unless otherwise stated in the Insurance Schedule.
- 4. Temporary Accommodation.** If the Building is Your principal private residence, We will reimburse You for the reasonable additional cost of alternative accommodation in the event that the Building is accidentally damaged so as to become uninhabitable. The annual rentable value is to be taken as the basis of calculation.

Payment is limited to the lowest of the following amounts:

- (a) the amount You have paid or incurred for renting similar premises,
- (b) that proportion of the annual rentable value for the period reasonably necessary for repair or replacement, to a maximum of twenty four months, unless otherwise stated in the Insurance Schedule, from the date of accidental damage to the Building,
- (c) an amount equal to 20% of the Building Sum Insured.

In addition, We will reimburse You for the reasonable costs of temporary accommodation for Your household pets. Cover is limited to a maximum of \$10,000 any one claim.

- 5. Building Escalation Costs.** If the building is Your principal private residence, We will reimburse Your additional costs due to delay imposed by local council or other relevant authority which requires an escalation in the building costs.

Payment is limited to an amount equal to 20% of the Building Sum Insured.

- 6. Replacement Locks.** If the keys to external door locks in the Building are stolen, We will cover the costs necessarily incurred in replacing the locks operated by the keys.

- 7. Necessary alterations to the Building.** We will pay You up to \$25,000 any one claim for the reasonable costs of necessary alterations to the Building in order to enable You to remain in the property following Your permanent disability as a result of paraplegia or quadriplegia due to an accident during the Period of Insurance stated in the Insurance Schedule provided that You have not been compensated for the injury under workers' compensation, compulsory third party or other insurance required to be effected by or under any Australian law.

- 8. Automatic Indexation.** We will increase the Building Sum Insured shown in the Insurance Schedule by .25% per month until the 'To' date shown in the Insurance Schedule. At the end of the Period of Insurance the renewal premium will be calculated on the then new indexed Sum Insured. There will be no extra or return premium due during the Period of Insurance.

If you make a claim on your Policy during the Period of Insurance the maximum Sum Insured payable will be that sum calculated at the end of the month preceding the incident date of the claim.

SECTION 1

ITEM 2 – CONTENTS

APPLIES WHEN INDICATED IN THE INSURANCE SCHEDULE

The Cover

We will cover You if there is accidental loss of or accidental damage, which occurs during the Period of Insurance, to the Contents described in the Insurance Schedule whilst contained at The Situation or whilst temporarily removed from The Situation unless otherwise stated. This means that for all Contents, We will, at Our option, repair, replace or pay the reasonable cost to repair or replace the Contents to their Replacement Cost.

We will not pay You more than the Contents Sum Insured shown in the Insurance Schedule unless otherwise stated in this PDS.

We include cover for:

- 1. Removal of Debris.** In addition to the repair or replacement of the Contents, We will pay up to 20% of the Contents Sum Insured for removal of debris and disposal costs necessarily incurred to remove insured property in order to repair or replace accidental damage caused to the Contents provided the Sum Insured on Contents represents at least 90% of the Replacement Cost of the Contents. Otherwise Removal of Debris is included in the Contents Sum Insured.
- 2. Storage.** We will cover You automatically for 25% of the Sum Insured to a maximum \$100,000 any one claim in respect of Contents whilst contained in a professional furniture storage facility, unless otherwise stated in the Insurance Schedule, subject to any other indemnities under any other insurance being first invoked and exhausted prior to indemnity being provided under this clause.
- 3. Transit.** We will cover You automatically for Contents whilst in the course of transit from The Situation to another within Australia, unless otherwise stated in the Insurance Schedule, subject to any other indemnities under any other insurance being first invoked and exhausted prior to indemnity being provided under this clause. Cover is provided up to the Contents Sum Insured.
- 4. Temporary Removal.** Cover is provided for Contents for an amount up to \$25,000 in respect of any one article, set or collection or component set up to a maximum of \$50,000 in all whilst temporarily removed from The Situation to anywhere in the world.

Temporary Removal does not include:

- (a) theft or disappearance of money greater than \$5,000,
- (b) Contents with a value greater than \$10,000 in all whilst on exhibition at auctioneers' rooms, museums and art galleries or on consignment,

- (c) theft of or disappearance of money from unattended motor vehicles, or theft of or disappearance of other Contents greater than \$5,000 in total from unattended motor vehicles,
 - (d) loss of or damage to Contents from an unattended Watercraft,
 - (e) Contents moved from The Situation to another property owned by You unless that property is insured by Us,
 - (f) accessories or spare parts for motor cars, motor cycles, Watercraft or aircraft, unless otherwise stated in the Insurance Schedule.
- 5. Credit Cards.** We will cover You up to \$10,000 any one claim for liability for debts which arise from the illegal use by an unauthorised person of any credit or debit cards belonging to You but only if:
- (a) You comply with the requirements of the bank or organisation which issued the card, and
 - (b) the unauthorised person is not a member of Your family or other person normally residing in Your home.
- 6. Visitors' Effects.** We will pay up to \$10,000 any one claim for accidental loss of or accidental damage to visitors' effects whilst the property is contained in The Situation, but:
- (a) only if the property is not otherwise insured,
 - (b) only if We would have paid the claim had the property been Your own,
 - (c) only if the visitors are not tenants or paying guests.
- 7. Contents Moved to a New Situation.** If You are moving to a new Situation, to be permanently occupied by You within Australia, We will cover Your Contents against accidental loss or accidental damage whilst they are contained in the new Situation for a period of thirty days but:
- (a) the cover on Contents contained in The Situation will be reduced by the value of the Contents in the new Situation,
 - (b) the total liability at both Situations will be limited to the Sum Insured shown in the Insurance Schedule,
 - (c) the cover on Your Contents at The Situation will cease thirty days from the date Contents were first removed to the new Situation,
 - (d) You must advise Us in writing of the new Situation within thirty days from the date Contents were first removed to the new Situation.
- 8. Frozen Foods.** We will pay up to \$10,000 any one claim for loss of or damage to frozen food in a domestic freezer or refrigerator as a result of any mechanical or electrical breakdown.

9. Temporary Accommodation. We will pay You the additional cost of temporary accommodation not otherwise reimbursed by Us that is necessarily incurred if The Situation becomes uninhabitable as a result of accidental loss or accidental damage.

This cover is limited to:

- (a) a maximum period of twenty four months,
- (b) an additional amount of 20% of the Contents Sum Insured.

10. Automatic Indexation. We will increase the Contents other than Special Contents Sum Insured shown in the Insurance Schedule by .25% per month until the 'To' date shown in the Insurance Schedule. At the end of the Period of Insurance the renewal premium will be calculated on the then new indexed Sum Insured. There will be no extra or return premium due during the Period of Insurance.

If you make a claim on your Policy during the Period of Insurance the maximum Sum Insured payable will be that sum calculated at the end of the month preceding the incident date of the claim.

11. Contents in the Open Air at the situation. Cover is limited to 20% of the Contents Sum Insured.

Additional Benefits

SECTION 1 (Applicable to Items 1 & 2 BUILDING AND CONTENTS)

The following additional benefits are also automatically included in the Policy:

1. Damage to Electrical Apparatus. We will pay for loss or damage caused by the actual burning out by the electrical current to any part or parts of household electrical machines or apparatus forming part of the:

- (a) Building where the Building is insured,
- (b) Contents where the Contents are insured.

This additional benefit excludes loss of or damage to Your property which is caused by wear and tear.

Prior to acceptance of liability by Us, Our express authority for the repair or replacement of electrical apparatus must be obtained in writing.

2. Automatic Reinstatement. Following the payment of a claim, other than a claim for total loss, the Sum Insured will be automatically reinstated to the value shown in the Insurance Schedule at the date of loss.

3. Pet Care. We will pay the veterinary/hospital costs for the treatment and care of Your household pets registered at The Situation as a result of accident. Cover is limited to a maximum of \$10,000 during the Period of Insurance.

- 4. Alternative Temporary Accommodation Due to Denial of Access.** If, as a direct result of damage to neighbouring premises by a cause insured under the relevant Section of Insurance cover, a local or police authority prohibits access to The Situation, We will pay for a period not exceeding sixty days for:

 - (a) the reasonable additional costs of comparable accommodation incurred by You,
 - (b) the reasonable costs of temporary accommodation for Your household pets.
- 5. Violent Crime.** If during the period of insurance a violent crime is committed against You at the Situation by a person unknown to You, against whom as a result criminal charges have been preferred, and if, as a direct and exclusive consequence, You decide to move home, We will pay up to \$20,000 any one claim for the conveyancing costs, estate agent fees and removal expenses You incur, providing You notify Us of your intention to move within 90 days of the incident occurring. We shall not be liable for expenses for which You have incurred or are contracted to incur at the time of effecting this Insurance or before this violent crime is committed against You.
- 6. Additional Acquired Property.** Cover is provided anywhere in the world automatically for additional property purchased or acquired during the Period of Insurance to a total limit of \$50,000, subject to immediate advice to Your designated insurance broker within thirty days on return to Australia or since its first purchase in Australia and payment of the appropriate premium. Subject always to indemnities provided under any credit card insurance being first invoked and exhausted prior to indemnity being provided under this clause.
- 7. Appreciating Assets.** Notwithstanding any Sums Insured declared for items of Special Contents as stated in the Asset Schedule, it is agreed that We will pay the cost of replacing any item to its full value at the time of loss or damage provided that the item has not increased in value by more than 10% during the Period of Insurance at the time of loss, the item has a certified valuation not more than sixty days old at the inception of coverage and that the item was insured for its full value. All items must be revalued annually and insured for their full value for this coverage to apply.
- 8. Fallen Trees and Branches.** We will pay the professional costs for the removal of fallen trees and branches and associated disposal costs where they have caused accidental loss or damage to the Building or Contents but excluding any loss or damage caused by a contractor. Cover is limited to a maximum of \$10,000 any one claim, unless otherwise stated in the Insurance Schedule.
- 9. Emergency Clothing and Personal Effects.** We will pay the Insured the cost of emergency clothing and personal effects where the Insured suffers accidental loss or damage caused by an event covered by the policy.
- 10. Fire Department Charges.** We will pay charges as a result of the Fire Brigade attending the Situation to a maximum of \$10,000.

SECTION 2

LIABILITY

The Cover

We will cover You against Your legal liability, including Your personal legal liability, to pay compensation for:

- 1. death or bodily injury to any person, or**
- 2. physical damage to property including loss of property**, as a result of an incident or series of incidents forming one occurrence which occur during the Period of Insurance anywhere in the World to a maximum of \$20,000,000. In the U.S.A. and Canada jurisdictions, personal legal liability cover is limited to a total of 30 days during the Period of Insurance.

In providing this cover:

- (a) We will pay no more than the liability limits specified in the Insurance Schedule in relation to any one occurrence,
- (b) We will only indemnify You:
 - (i) where Buildings are insured, for Your legal liability as owner or occupier of the insured Building, or
 - (ii) where Contents are insured and You are the occupier of a Building not owned by You, or You are the owner of a strata title home unit, for Your legal liability as occupier of that Building, or
 - (iii) where Contents are insured, for Your legal liability other than Your legal liability as owner or occupier of any Building not insured under this Policy.

In addition, We will pay, in connection with such compensation, all legal costs and expenses incurred by You with Our written consent

Exclusions

This section does not extend to cover Your legal liability:

- 1. to You or to any person who normally resides with You at The Situation,**
- 2. incurred as an employer or for which You hold, or ought to hold, a policy of insurance required by law (including a policy under any workers' compensation legislation or statutory accident compensation scheme), or incurred under any industrial award or agreement,**
- 3. in respect of any business, trade or profession, other than Your legal liability as occupier of the premises or owner/occupier of the premises,**

- 4. which arises only because You agreed to take the liability upon Yourself,**
- 5. in respect of the ownership or use of any:**
 - (a) motor cars or other motor vehicles, motor cycles or farm vehicles,
 - (b) mechanically propelled vehicles of any and every kind other than:
 - (i) a lift or inclinator, but only whilst at The Situation,
 - (ii) a ride on mower under 18 horse power, wheel chair or golf buggy not requiring registration or statutory motor insurance under any law for the purpose for which it was being used at the time of loss, caravan or trailer unless they are in a fixed stationary position at The Situation, Watercraft, aircraft or aerial device other than a toy kite or model aircraft, any conveyance designed to travel supported by air pressure, unless otherwise insured under this Policy,
- 6. which results from the Building undergoing any process of building, rebuilding, alteration, extension or renovation,** where the value of such works is in excess of \$75,000,
- 7. for damage to property owned by You or in Your physical and legal control.** This exclusion shall not apply to liability in respect of guests' and/or visitors' property including motor vehicles whilst at The Situation,
- 8. arising directly or indirectly out of You transmitting or contracting:**
 - (a) AIDS or any AIDS related disease,
 - (b) any venereal disease,
 - (c) herpes,
 - (d) any other communicable disease or infection.

SECTION 3

SPECIFIED PERSONAL PROPERTY

APPLIES WHEN INDICATED IN THE INSURANCE SCHEDULE

The Cover

We will cover You if there is accidental loss of or accidental damage, which occurs during the Period of Insurance, to the Specified Personal Property described in the Insurance Schedule. This means We will, at Our option, repair, replace or pay the reasonable cost to repair or replace the property lost or damaged.

This cover is provided whilst the property is anywhere in the World, unless otherwise stated in the Insurance Schedule.

We will not pay You more than the Sum Insured stated against each item in the Insurance Schedule.

We include cover for:

- 1. Pairs, sets and parts.** For a covered loss to a pair or set, or to part of a larger unit, We will pay whichever is the lesser of:
 - (a) the cost to repair the damaged property to its condition before the loss,
 - (b) the cost to replace it, or
 - (c) the cost to make up the difference between its market value before and after the loss.However, if You agree to surrender the undamaged article(s) of the pair, set or parts to Us and We agree to accept, We will pay You the full replacement cost of the entire pair, set or parts.
- 2. Additional Acquired Property.** Cover is provided anywhere in the World automatically for additional property purchased or acquired during the Period of Insurance to a total limit of \$50,000, subject to immediate advice to Your designated insurance broker within thirty days on return to Australia or since its first purchase in Australia and payment of the appropriate premium.
- 3. Appreciating Assets.** Notwithstanding the Sums Insured declared in the Asset Schedule, it is agreed that We will pay the cost of replacing any item to its full value at the time of loss or damage provided that the item has not increased in value by more than 10% during the Period of Insurance at the time of loss, the item has a certified valuation not more than sixty days old at the inception of coverage and that the item was insured for its full value. All items must be revalued annually and insured for their full value for this coverage to apply.

General Exclusions

These apply to the all sections of this Home and Contents cover

Unless otherwise stated in the Insurance Schedule, the Home and Contents Policy does not cover:

1. loss of or damage to Your property which is caused by:
 - (a) wear, tear, rust, corrosion or gradual deterioration,
 - (b) mechanical breakdown, electrical breakdown, faulty workmanship, inherent defect, omission or design,
 - (c) vermin, insects, mildew, atmospheric or climatic conditions (other than storms),
 - (d) tearing, chewing, fouling caused by a domestic animal or any infestations,
 - (e) wildlife, but only in respect of external damage to the Building or any property in the open air,
 - (f) it undergoing any process necessarily involving the application of heat,
 - (g) any process of cleaning, repairing, restoring or renovating of any item,
 - (h) tenants or paying guests, arising from or due to:
 - (i) larceny or Theft from any portion of the Building occupied by a tenant or paying guest, or
 - (ii) rough usage or deliberate, intentional and malicious vandalism of the surfaces and fixtures of the Building and/or Contents by tenants or paying guests and/or their visitors,
 - (i) loss or damage caused by tree roots, but this does not exclude subsequent damage resulting from an ensuing cause which is not otherwise excluded,
2. loss or damage caused by any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, 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,
3. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of 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 done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

4. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. However, in the event that a fire or explosion results from any of the matters described here, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such fire or explosion.
6. any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
7. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
8. any losses which are not directly covered by the terms and conditions of this policy.
9. floor coverings, internal blinds and curtains other than in the room or rooms in which damage occurs,
10. loss or damage when the Building is undergoing any process of building, rebuilding, alteration, extension or renovation, where the value of such work is in excess of \$75,000.

However, this exclusion does not apply:

- (a) to property not affected by the building, rebuilding, alteration, extension or renovation, or
 - (b) when the Building is enclosed and under roof, with all outside doors and windows permanently in place,
11. loss or damage caused by subsidence and heave to footpaths, gates, fences, swimming pools, walls including retaining walls, boat houses, garages or outbuildings and other structures, however this exclusion does not apply to the main building.

12. theft of or disappearance of Contents greater than \$5,000 from a motor vehicle at The Situation.
13. loss or damage or liability arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proven to have been caused by immediate discharge consequent upon an accident, and You notify Us of the incident as soon as possible.
14. loss or damage caused by delay, detention, confiscation or destruction by customs officials or other authorities,
15. loss or damage incurred:
 - (a) in the capacity of a director, officer or an employee or any person deemed to be an employee by any Workers' Compensation legislation, or
 - (b) in the course of any Business, trade or profession, except in relation to a surgery or business office in the building, or business and professional equipment used by You in connection with Your business.
16. loss or damage to any Building or Contents whilst the Building is Uninhabited unless all security devices were in full and effective operation,
17. all costs associated with preparing and presenting a claim to Us.
18. liability for fines, penalties or punitive damages.

Date Change Clause

This Policy does not cover You against any loss or damage directly or indirectly caused by the failure or inability of any item, equipment, computer software or any other property to correctly recognise, process or interpret any date, or to function correctly beyond any time when that item, equipment, computer software or any other property has not correctly recognised, processed or interpreted any date.

We will not pay for the loss or damage to the item, equipment, computer software or any other property or frozen food as a result of such loss although We will pay You for any ensuing loss or damage or legal liability which arises as a result of such failure or inability provided always that such loss or damage or legal liability is normally covered by this Policy.

We will also pay You for loss or damage in the event of the failure or malfunction of any alarm system or other security system or device which results in loss or damage normally covered under this Policy.

You are reminded that You have a duty under the terms and conditions of the Policy to ensure that You take all reasonable precautions to safeguard Your property and to ensure that any security system that You may have is maintained in entire working order at all times. Therefore, We require You to take every reasonable precaution to be certain that Your security system will not be affected by any change in date which may result in the malfunction of such a system.

General Conditions

These apply to the whole Policy

1. Fraud

We are entitled to refuse to pay a claim without prejudice to any other right We may have under this Policy if:

- (a) any claim is in any way fraudulent, or
- (b) any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under this Policy, or
- (c) any destruction or damage is occasioned by Your wilful act or connivance.

2. Claims

On the happening of any event likely to give rise to a claim You must:

- (a) take all reasonable precautions without delay to minimise the loss or damage and to prevent further loss or damage,
- (b) immediately inform the police if the insured property is lost or damaged or if forcible and violent entry or malicious damage has occurred or is suspected,
- (c) notify Us verbally and confirm in writing as soon as possible to Mansions of Australia Limited, Level 7, 100 Arthur St North Sydney NSW 2060, toll free: 1300 738 308, local: (02) 9551 1080, fax: 1300 855 874, email: mansions@mansions.com.au
- (d) complete and lodge a claim form as soon as practicable and submit in writing to Us all particulars of the claim,
- (e) not authorise the repair of the insured property without Our consent except to prevent or limit further damage,
- (f) promptly forward to Us any writ, summons or communication received concerning the event or claim and You shall not negotiate, admit or repudiate liability without Our written consent,
- (g) provide Us with all information, including both proof of ownership and value, as We may reasonably require together with a statutory declaration (if requested) of the truth of the claim and any other matter connected with it,
- (h) advise Us in writing within three months from the date of loss or damage of Your intention to immediately undertake the replacement, re-building or repair of the Building, failing which Our liability is limited to the Present Value of the Building.

3. Inspection and Salvage

We will be entitled on the happening of any loss or damage covered by this Home and Contents Policy, without incurring any liability, to enter any Building where the loss or damage has occurred and to take possession of the insured property and to deal with the salvage in a reasonable manner provided that the insured property may not be abandoned to Us.

4. Proceedings

We have the right to negotiate, defend or settle in Your name and on Your behalf any claim and will have full discretion in the conduct of any proceedings or in the settlement of any claim. We will have the right for Our own benefit of any legal right of recovery held by You and You must give all information and assistance required by Us.

5. Unoccupancy

Unless Our written consent has been obtained, cover shall be entirely suspended if:

- (a) The Situation is Uninhabited and has been without an inhabitant for a continuous period of more than 120 days,
- (b) The Situation was previously tenanted and becomes Uninhabited and has been without an inhabitant for a continuous period of more than 30 days,
- (c) the Contents are contained in premises which are Uninhabited and have been without an inhabitant for a continuous period of more than 120 days.

6. Other Insurance

Should You make a claim under this Policy, You must give Us written notice of any insurance already effected to cover anything that is covered under this Policy.

7. Reinstatement for Partial Loss

Where partial loss or damage to the Building, Contents, Special Contents or Specified Personal Property occurs, the Sum Insured will be automatically reinstated to the original Sum Insured, subject in all instances to the payment of the customary additional premium. However, the premium is waived where the additional premium is less than \$100.

8. Retained Asset Schedules

Any Asset Schedule forming part of this Policy may be retained at the office of Your designated insurance broker, or solicitor, or accountant whichever is applicable, subject to the Asset Schedule being formulated in its entirety and the date of formulation being signed by the Assured. A written confirmation is required that the Asset Schedule is retained and it must be available for Our inspection upon request. In the event of a claim, the Asset Schedule must be produced to support the ownership and value of the item or items which have been lost and/or damaged.

9. Disputes

In the event of a dispute under this Agreement, You are entitled to request a mediation, for which We will pay the costs, with a mediator mutually agreeable to both parties.

10. Waiver of Subrogation

We will be entitled to Your rights of recovery against others arising from loss or damage for which a claim payment has been made under this Policy and You may not limit or restrict Your right of recovery against any third party without Our written agreement.

11. Cancellation

- (a) You may cancel this Policy at any time by notifying Us in writing.
- (b) We may also cancel this Policy by giving You written notice to that effect where:
 - (i) You, or any person who was at any time insured under this Policy, failed to comply with the duty of utmost good faith, or
 - (ii) You failed to comply with the duty of disclosure at the time when this Policy was entered into, or
 - (iii) You, or the person who was insured under this Policy at the time when this Policy was entered into, made a misrepresentation to Us during the negotiations for this Policy but before it was entered into, or
 - (iv) You, or any other person who was at any time the Assured, failed to comply with a provision of this PDS, including one with respect to the payment of the premium, or
 - (v) You made a fraudulent claim under this Policy or any other policy of Insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which this Policy provides insurance cover, or
 - (vi) You failed to notify Us of any specific act or omission where such notification is required under the terms of this PDS, or
 - (vii) You acted in contravention of, or omitted to act in compliance with, any condition of this Policy which empowers Us to refuse to pay or reduce Our liability in respect of a claim in the event of such contravention or omission.
- (c) Notice of cancellation has effect to cancel this Policy at whatever is the earlier of the following times:
 - (i) the time when another contract of insurance between You and Us or another company, being a policy that is intended by You to replace this Policy, is entered into, or
 - (ii) 4.00 p.m. of the third business day after the day on which notice was given to You.

- (d) After cancellation by You, We will retain or be entitled to the premium for the period during which this Policy has been in force, based on Our customary short-rate scale, the details of which are available on request. After cancellation by Us, You will be entitled to a pro-rata refund of the unexpired premium.

12. Maintenance and Safety

You must at all times:

- (a) maintain the insured property in a satisfactory state of repair,
- (b) take all reasonable precautions for the safety of the insured property,
- (c) take all reasonable precautions to prevent injury, loss or damage,
- (d) comply with all laws, by-laws or statutory regulations,
- (e) comply with all safety regulations imposed by any responsible authority,
- (f) maintain the security system installed at The Situation in entire working order.

PART 4

BENEFITS AND FEATURES OF THE MOTOR VEHICLE COVER

Benefits of the Motor Vehicle 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

Your motor vehicle will be covered for:

- accidental or malicious damage (including windscreen glass);
- storm, flood or fire;
- theft or attempted theft;
- 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 or market value. If your motor vehicle is a total loss we will pay up to either the agreed or market value or replace your motor vehicle.

The Amount you are Insured for (Sum Insured)

Your current Policy Schedule will show whether you have 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 at the date of its loss or damage.

The Comprehensive Cover also offers the following significant features and benefits:

Significant Features and Benefits	
If your motor vehicle is a total loss in the 24 months after it was first registered, where you are the first registered owner	Replacement with a new motor vehicle of the same make, model and series or payment up to the Sum Insured
Emergency Accommodation	Up to \$1,500 if you are more than 200 kilometres from home
Towing	Up to \$2,000
Replacement Motor Vehicle	Automatic cover for 14 days up to the Sum Insured if you tell us within 14 days of receiving it
Options, Accessories or Modifications	Covered if we are told about them and agree to cover them
Trailers	Up to \$1,000 or market value (whichever is the lesser) if it is damaged while attached to your motor vehicle
Windscreen cover	Repair or replacement of one windscreen per period of insurance without the application of an excess
Emergency Repairs	Up to \$500 (incl GST) for emergency repairs
Cover for Damage to Other People's Property	Up to \$20m including costs
Choice of Repairer	Available, or we can recommend a repairer convenient to 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 basis)
Hire Car Costs Following an Accident	After the first 5 days of hire, up to \$100 per day for 12 days (for motor vehicles driven on a daily basis)
Personal Property	Cover up to \$500 if damaged in an accident or if stolen (excluding money, cheques, credit or debit cards and property used for earning income)

Significant Features and Benefits cont'd

Finance Gap	Cover up to 75% of the difference between the market 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	Replacing, re-coding and/or re-keying locks up to \$1000
Returning Your Vehicle to You After Repair	Up to \$500 for the cost of returning your vehicle if the repairer's premises are more than 100 kilometres from your residence or place of work

Storage and 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. There is no cover for legal liability for damage to the property of other people or personal injury to other people following an accident involving your motor vehicle.

Risks: What You May Not Be Covered For

The Policy will not provide motor vehicle insurance cover under certain circumstances.

For example there is no motor vehicle cover provided under this Policy if:

- you or any authorised driver were 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;
- you, or any authorised driver was not licensed or authorised to be driving;
- your motor vehicle was in an unsafe or unroadworthy condition;
- your motor vehicle was damaged intentionally by you or an authorised driver or on your or their behalf, or with fraudulent intention;
- your motor vehicle was used in an experiment, test, trial, demonstration or to tow some other motor vehicle in connection with the motor trade;
- your motor vehicle was on hire to another person, or used to carry passengers or goods for hire or reward;
- your motor vehicle was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest or used on a racetrack or course for any purpose.

There is no motor vehicle cover under this Policy for:

- loss of use, depreciation, wear and tear, rust and corrosion;
- damage to tyres by application of brakes, road cuts, punctures or bursts;
- losses due to your or an authorised driver's failure to take reasonable steps to protect your motor vehicle;
- losses due to your or an authorised driver's failure to protect your motor vehicle following you or them 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;
- personal injury and/or death of:
 - you or any member of your family or the driver of your motor vehicle's family 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 the driver of your motor vehicle; or
 - any employee or agent of yours, the driver of your motor vehicle or anyone contracted or sub-contracted by you or the driver of your motor vehicle.
- loss of any kind directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism.

You should read the Motor Vehicle Insurance Policy Terms and Conditions and make yourself aware of all the exclusions that apply.

Conditions

You must meet certain conditions for your insurance cover to apply. Conditions of cover are shown in Part 1 of this PDS and in the Motor Vehicle Insurance Policy Terms and Conditions. You should make yourself aware of all the conditions that apply by reading Part 1 of this PDS and the Motor Vehicle Insurance Policy Terms and Conditions.

Special Conditions: General

The following policy conditions or clauses may be considered unusual.

Total Loss

Section One specifies that where your motor vehicle is declared a total loss we may at our option pay the sum insured (less any applicable excess), replace your vehicle with a similar vehicle (less any applicable excess) or make payment of a mutually agreed amount.

Security

Section One specifies your motor vehicle must be locked and any security device attached to your motor vehicle must be activated when your motor vehicle is not being driven.

Authorised Driver Policy

Section One specifies only drivers:

- 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.

Special Conditions - Overnight Parking

Where you park your motor vehicle overnight is an important factor in our assessment of the risk of insuring the vehicle and the premium you will need to pay. If your motor vehicle will usually be parked at an off street location overnight then the reduced risk of theft or damage will be reflected in a reduced premium.

Vehicles which are usually parked off street will occasionally also need to be parked on the street overnight. Even without an overnight street parking endorsement your policy covers you for loss or damage to your motor vehicle in these circumstances but only where parking it in its usual overnight location is not a realistic option. In practical terms the loss or damage will not be covered if, at the time it occurred, the vehicle was parked overnight on the street within a 500 metre radius of the usual overnight location ie less than 500 metres distant as the crow flies.

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

- Overnight Garaging
- Overnight Communal Parking
- Usual Overnight Parking Address

Each of these terms is explained below. Please note that there is a difference between a garage and a communal parking area. Both terms are defined under the Section "Words with Special Meanings".

Overnight Garaging

If your Schedule states that your motor vehicle will be parked in a garage overnight, then under Section One you will not be covered for loss or damage to your motor vehicle between the hours of 10.00pm and 5.00am if it was not parked in a locked garage. However this applies only if it was parked at a location at or within a 500 metre radius of the address you have declared to us is the address where your motor vehicle is garaged overnight, and your policy schedule is not endorsed to include overnight street parking.

Overnight Communal Parking

If your Schedule states that your motor vehicle will be parked overnight in a communal parking area, then under Section One you will not be covered for loss or damage to your motor vehicle between the hours of 10.00pm and 5.00am if it was not parked in

a communal parking area. However this applies only if it was parked at a location at or within a 500 metre radius of the address where your motor vehicle is communally parked overnight, and your policy schedule is not endorsed to include overnight street parking.

Usual Overnight Parking Address

If your Schedule states that your motor vehicle will be parked overnight within the boundaries of your usual overnight parking address, then under Section One you will not be covered for loss or damage to your motor vehicle between the hours of 10.00pm and 5.00am if it was not parked within the boundaries of your usual overnight parking address. However this applies only if it was parked at a location at or within a 500 metre radius of your usual overnight parking address, and your policy schedule is not endorsed to include overnight street parking. Please note that the term “usual overnight parking address” is itself defined under the Section “Words with Special Meanings”.

Special Conditions - Certain Class of Motor Vehicle

If your Schedule states your class of motor vehicle is “Classic Motor Vehicle”, the following will apply:

- The Policy includes the replacement of a broken/cracked windscreen without cost, subject to our prior approval.
- If your motor vehicle is declared a total loss under Section One, we will allow you to retain the salvage of your motor vehicle if it is over 25 years old.
- We will cover any financial member over the age of 25 of a “Special Interest Car Club” of which you are a financial member, who is driving your motor vehicle with your permission.

Your Excess

The excess is the amount you must contribute towards the cost of any motor vehicle claim you make. The excess 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 damage exceeds the amount of the excess 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 motor vehicle cover. 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 named 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. The amount of the Basic Policy Excess will be shown on the Policy Schedule.
- **Age or Inexperienced Driver Excess:** is in addition to the Basic Policy Excess.

The Age or Inexperienced Driver Excesses that apply to this Policy are:

- \$2,000 while your motor vehicle is being driven by or is in the charge of an authorised driver under the age of 30 but older than 25 for vehicles with an agreed or market value between \$100,000 and \$150,000
- \$1,000 while your motor vehicle is being driven by or is in the charge of an authorised driver under the age of 30 but older than 25 for vehicles with an agreed or market value between \$50,000 and \$100,000
- \$2,000 while your motor vehicle is being driven by or is in the charge of any person under the prescribed age, as listed in the policy schedule (cover provided only in an extreme medical emergency as per Section 1);
- \$500 while your motor vehicle is being driven by or is in the charge of any person who has held a full Australian Drivers 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 standard 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 standard excesses or impose additional excesses, this will be shown on your Policy Schedule.

Cost of the Motor Vehicle Insurance Cover

The premium for the Policy's motor vehicle cover is calculated taking into account 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;
- the age and experience of any drivers;

- your previous claims history as well as that of others who may drive your motor vehicle;
- your driving record as well as that of others who may drive your motor vehicle.

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.

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include cancellation and administration fees and commissions. These are explained in Part 1 of this PDS.

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 your current insurer. The amount of the discount varies with the number of claim free years driving you have accumulated. We use the youngest driver covered by the Policy to establish the discount applicable.

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice. The Code aims to raise standards of service between insurers and their customers.

For any information about the Code, including a copy of the Code, contact Calliden (see contact details above) or the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Before Purchasing Motor Vehicle Insurance

Obligations you need to know about before you take out insurance

This PDS, and the Motor Vehicle Insurance Terms and Conditions which follow, explain 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 the PDS and the terms and conditions". before taking out the insurance.

Information you will need when you apply:

- Sales receipt for the car, if purchased recently.
- Registration papers.
- 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.

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 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 the motor vehicle cover of 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.

Claims for less than the excess

The motor vehicle cover under this Policy is only available if the amount claimed is more than the excess/es even when the excess/es would not apply.

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 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. 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. 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.

Damage to someone else's property

If you make a claim under the Policy's motor vehicle cover for damage to someone else's property you must pay the excess/es before we will settle the loss on your behalf.

How does a claim affect your No Claim Bonus/Rating level for motor vehicle cover

Your No Claim Bonus or Rating Level for motor vehicle cover will be reduced by two years upon 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.

You may, at an additional premium, protect your No Claim Bonus or Rating Level for motor vehicle cover. Your No Claim Bonus or Rating Level will be protected for one motor vehicle claim per period of insurance where either you are at fault or you cannot identify the third party responsible for the damage. For each subsequent claim where you are at fault or you cannot identify the third party, your No Claim Bonus or Rating Level for motor vehicle cover will be reduced.

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 us any additional premium required; 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 the usage of your motor vehicle.

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

If you sell or give away your vehicle

The motor vehicle cover under 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 cancel the motor vehicle cover under your Policy and refund to you the component of the premium referable to the motor vehicle cover from the date of sale.

PART 5

MOTOR VEHICLE INSURANCE COVER TERMS AND CONDITIONS

You should read this **policy** and **your policy schedule** carefully and if it is not correct contact **us**.

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** in bold lettering. Please refer to the following definitions for the meaning **we** give these words.

Accident – Includes a series of accidents arising out of one event.

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;
- 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**.

Communal Parking Area – Any overnight parking arrangement where **your motor vehicle** is parked in an enclosed common area comprising a minimum of four contiguous walls and roof with a lockable door for **motor vehicle** access, where **you** do not have an enclosed lockable structure that **you** own or rent for **your** exclusive use to store **your motor vehicle**.

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 contribute 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 Five of this **policy**.

Garage – A lockable room comprising a minimum of four contiguous walls and roof with a lockable door for **motor vehicle** access. This garage may form part of and be attached to **your** residence.

Hire – The use of **your motor vehicle** for reward.

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** at the date of its loss or damage.

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 **application** as accessories or **modifications**.

Motorcycle – A mechanically propelled vehicle having 3 or less wheels either registered for use on public roads or capable of such registration. Motorcycle includes the Motorcycle's components, accessories, tools and spare parts usually supplied by the manufacturer and installed or attached to the Motorcycle or specified in the **application** as accessories or **modifications**. Where this **policy** refers to **motor vehicle** it will also have the meaning of Motorcycle.

Negotiated Value – The amount agreed between **you** and **us** as the amount to be paid instead of the **sum insured** when **your motor vehicle** is a **total loss**.

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 **garaged**, parked in a **communal parking area** or parked within the boundaries of **your usual overnight parking address** 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**.

Policy – **Your** contract of insurance with **us**, and includes this document, the **application** and **your policy schedule**.

Policy Schedule – The most recently issued 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**.

Usual Overnight Parking Address – The residential address **you** have declared to **us** as the address where **your motor vehicle** is usually parked overnight.

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.

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

We, Us or **Our** means – Certain Underwriters at Lloyd's – (severally and not jointly).

SECTION 1

LOSS OR DAMAGE TO YOUR MOTOR VEHICLE

We cover accidental 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 removed when **your motor vehicle** is **unattended**, including while **your motor vehicle** is parked in **your garage, communal parking area** or within the boundaries of **your usual overnight parking address**.
- 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 overhaul, upkeep, repair or sale;
 - an employee of any parking station for the purpose of parking;
 - by 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**;
 - any financial member over the age of 25 of a "Special Interest Car Club" of which **you** are a financial member, who is driving **your motor vehicle** with **your** permission.
- to **your motor vehicle** between the hours of 10.00 pm and 5.00 am if **you** have declared to **us** that it is **garaged** overnight and, at the time the loss or damage occurred, it was not kept in a securely locked **garage**. 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 the address where it is **garaged** overnight and **your policy schedule** is not endorsed to include **overnight street parking**.

- to **your motor vehicle** between the hours of 10.00 pm and 5.00 am if **you** have declared to **us** that it is parked in a **communal parking area** overnight and, at the time the loss or damage occurred, it was not kept in a securely locked **communal parking area**. 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 the address of the **communal parking area** where it is parked overnight and **your policy schedule** is not endorsed to include **overnight street parking**.
- to **your motor vehicle** between the hours of 10.00 pm and 5.00 am if **you** have declared to **us** that it is parked overnight within the boundaries of **your usual overnight parking address** and, at the time the loss or damage occurred, it was not parked within the boundaries of **your usual overnight parking address**. However this exclusion will only apply if, at the time the loss or damage occurred, **your motor vehicle** was parked within 500 metres of **your usual overnight parking address** 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**, any **negotiated value**, or replace **your motor vehicle**, less any **excess** that may be applicable;
- within two years from the date of its original registration, where **you** are the first registered owner, **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 declared in the **application** or **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, and **you** are a member of a "Special Interest Car Club", **you** will retain ownership of the wreck.

Automatic Cover on a Replacement 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 lesser of:

- the current market value of the replacement **motor vehicle**;
- the **sum insured** shown on **your policy schedule**;
- the purchase price of the replacement **motor vehicle**.

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** within 14 days of the acquisition of 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.

SECTION 2

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 for:

- damage to the property of others (up to a maximum of \$20,000,000);
- personal injury or death of another person (up to a maximum of \$5,000,000);

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.

The most **we** will pay for all claims for damage to the property of others and/or personal injury or death of another person is \$20,000,000 during the **period of insurance**, with the maximum component for personal injury or death of another person being \$5,000,000.

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 amount of cover of \$20,000,000.

We will not cover any liability which 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 overhaul, upkeep or repair;
- an employee of any parking station for the purpose of parking; or
- 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**;

- any financial member over the age of 25 of a “Special Interest Car Club” of which **you** are a financial member, who is driving **your motor vehicle** with **your** permission.

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.

There is no cover under this section:

- unless **you** and the **authorised driver** observe, fulfil and are subject to the terms, exceptions 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.

We will not pay more than:

- \$5,000,000 in compensation for personal injury or death 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**)
- \$20,000,000 for all claims during the **period of insurance** under this Section.

SECTION 3

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 \$1,500 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 200 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 which 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 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 Accident

If **your motor vehicle** is involved in an **accident** where **you** or an **authorised driver** were at fault and **we** agree to indemnify **you**, **we** will pay up to \$100 per day for a maximum of 12 days for the cost of a hire **motor vehicle** for **you** 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.

Replacing, Re Coding and/or Re-keying 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 up to a limit of \$1000. This benefit will only apply if the theft or attempted theft of **your** keys has been reported to the police.

Returning Your Vehicle to You After Repair

We will pay the cost of returning **your 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 \$500 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**. Personal property does not include money, cheques, credit or debits 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.

Windscreen Repair/or Replacement

We will pay for damage to a windscreen when there is no other damage to **your motor vehicle**.

We will either:

- pay to repair one single chip or crack in the windscreen of **your motor vehicle**.
We will only do this once during the **period of insurance**; or

- replace the windscreen of **your motor vehicle**. **We** will only do this once during the **period of insurance**.

Repair or replacement of a windscreen once during the **period of insurance** does not require payment of an **excess**. If **your motor vehicle** requires its windscreen 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** 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 schedule**) or **agreed value** (if **agreed value** is shown in **your 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**.

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.

SECTION 4 EXCLUSIONS

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 used by, or was in the custody or control of **you** or an **authorised driver**, and:

- **you** were 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;
- any **authorised driver** 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** 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;
- 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 without **our** written approval;
- was used off road or on any ungazetted road or highway;
- was being used for a driver education course unless **you** have told **us your motor vehicle** would be used for this purpose and **we** have agreed in writing to cover it;
- was being used for learner driver tuition for reward.

There is no cover under this **policy** for:

- loss of use, depreciation, wear and tear, rust and corrosion;
- 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 vehicle due to previous damage and/or repairs;
- mechanical, structural, electrical or electronic breakdown or failure;
- damage to tyres by application of brakes, road cuts, punctures or bursts;
- losses due to **your** or an **authorised driver's** failure to take reasonable steps to protect **your motor vehicle**;
- losses 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;
- **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 are 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**;
- any claim in respect of loss, liability or damage arising directly or indirectly or in consequence of or in any way involving asbestos or any materials containing asbestos, in whatever form or quantity;
- **your motor vehicle** if it is being driven on rails;
- consequential loss of any kind.

We will not pay any claims arising directly or indirectly from or in consequence of:

- war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or
- any act of terrorism.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- 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 or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 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 a claim if **you** do not advise **us** immediately 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**; and
- **you** have paid any additional premium required.

SECTION 5

EXCESS

An **excess** applies to all claims under this **policy** for loss or damage to **your motor vehicle**. The amount is specified in the **policy schedule** as the “**basic policy excess**”. In addition to the amount stated in the schedule as “**the basic policy excess**”, **you** or any other party indemnified by this **policy** will bear, in respect of each accident, further sum of:

- \$2,000 while **your motor vehicle** is being driven by or is in the charge of an **authorised driver** under the age of 30 but older than 25 for vehicles with an agreed or market value between \$100,000 and \$150,000
- \$1,000 while **your motor vehicle** is being driven by or is in the charge of an **authorised driver** under the age of 30 but older than 25 for vehicles with an agreed or market value between \$50,000 and \$100,000
- \$2,000 while **your motor vehicle** is being driven by or is in the charge of any person under the prescribed age, as listed in the **policy schedule** (cover provided only in an extreme medical emergency as per Section 1)
- \$500 while **your motor vehicle** is being driven by or is in the charge of any person who has held a full Australian Drivers 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 years
- the amount shown in the **policy schedule** when **your motor vehicle** is being driven by an **authorised driver** who is not listed in the **policy schedule**.

If **we** make any payment under this **policy**, which includes any **excess** for which **you** are responsible, then **you** must pay to **us** the amount of such **excess** on request.

Each **excess** is cumulative. In other words, in circumstances in which more than one **excess** applies all applicable **excesses** are payable.

Cover under this **policy** is only available if the amount claimed is more than the **excess** or cumulative **excesses** even when the **excess** would not apply.

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 damage exceeds the amount of the **excess** and the other driver or party was not a family member or a person who resides with **you**.

SECTION 6

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 Mansions of Australia to make a claim in any of the following ways:

Tel: 1300 302 868

Fax: 1300 855 874

Postal address: PO Box 348, Milsons Point NSW 1565

Email: info@mansions.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;
- not authorise repairs without **our** approval, except emergency repairs up to \$500. 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 **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.

We agree that any disputes arising from this **policy** will be determined by the Courts, and in accordance with, the laws, of the State and Territory where this **policy** is issued.

Claims for less than the excess

The cover under this **policy** is only available if the amount claimed is more than the **excess** even when the **excess** would not apply.

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 which 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 is damaged, **we** may instruct the repairer to have the windscreen repaired by a specialist windscreen 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 \$500 (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 7

CONDITIONS

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

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.

Before **you** accept **our** invitation to renew **your policy**, **you** have a duty, by law, to tell **us** everything that **you** know or could reasonably be expected to know will alter the risk that **we** propose to insure in the new period of insurance. Things **you** must tell **us** before the new period of insurance commences include but are not limited to:

- details of any convictions, charges, prosecutions or fines for **you** or any **authorised driver**, for any driving or motoring offence including but not limited to speeding, traffic infringements (other than parking offences) and camera detected offences;
- if **you** or any **authorised driver** have had **your** or their drivers licence cancelled, suspended, special conditions imposed or been disqualified from driving;
- if **your motor vehicle** has been converted, altered or modified from the manufacturer's original specification for the model or series.

Changing motor vehicles

If **you** replace **your motor vehicle** with another motor vehicle, **we** may insure the new motor vehicle on the same terms and conditions as **your** old motor vehicle.

For the **policy** to cover the new motor vehicle:

- **you** must give **us** details of the new motor vehicle within 14 days of acquiring it; and
- **we** must agree to cover the new motor vehicle; and
- **you** must pay any additional premium **we** ask for.

If **you** do not, this **policy** will come to an end, without any notice to **you**.

Changing your motor vehicle's garaging or parking or your motor vehicle's garaging or parking address

You must notify **us** immediately in writing if:

- **your motor vehicle** will no longer be **garaged**, communally parked or parked overnight, either permanently or temporarily, at the address **you** have declared to **us** as the address where **your motor vehicle** is **garaged**, communally parked or parked overnight;
- **you** have declared to **us** that **your motor vehicle** is parked within the boundaries of **your usual overnight parking address**, in a **garage** or in a **communal parking area** overnight and it is, or will no longer be, parked within the boundaries of **your usual overnight parking address**, in a **garage** or in a **communal parking area** overnight either temporarily or permanently.

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** 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** 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 other information or details in your policy please contact us

The change will be effective if:

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

Cancellation

- (a) You may cancel this Policy at any time by notifying Us in writing.
- (b) We may also cancel this Policy by giving You written notice to that effect where:
 - (i) You, or any person who was at any time insured under this Policy, failed to comply with the duty of utmost good faith, or
 - (ii) You failed to comply with the duty of disclosure at the time when this Policy was entered into, or

- (iii) You, or the person who was insured under this Policy at the time when this Policy was entered into, made a misrepresentation to Us during the negotiations for this Policy but before it was entered into, or
 - (iv) You, or any other person who was at any time the Assured, failed to comply with a provision of this PDS, including one with respect to the payment of the premium, or
 - (v) You made a fraudulent claim under this Policy or any other policy of Insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which this Policy provides insurance cover, or
 - (vi) You failed to notify Us of any specific act or omission where such notification is required under the terms of this PDS, or
 - (vii) You acted in contravention of, or omitted to act in compliance with, any condition of this Policy which empowers Us to refuse to pay or reduce Our liability in respect of a claim in the event of such contravention or omission.
- (c) Notice of cancellation has effect to cancel this Policy at whatever is the earlier of the following times:
- (i) the time when another contract of insurance between You and Us or another company, being a policy that is intended by You to replace this Policy, is entered into, or
 - (ii) 4.00 p.m. of the third business day after the day on which notice was given to You.
- (d) After cancellation by You, We will retain or be entitled to the premium for the period during which this Policy has been in force, based on Our customary short-rate scale, the details of which are available on request. After cancellation by Us, You will be entitled to a pro-rata refund of the unexpired premium.

Fraud

We are entitled to refuse to pay a claim without prejudice to any other right We may have under this Policy if:

- (a) any claim is in any way fraudulent, or
- (b) any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under this Policy, or
- (c) any destruction or damage is occasioned by Your wilful act or connivance.

Claims

On the happening of any event likely to give rise to a claim You must:

- (a) take all reasonable precautions without delay to minimise the loss or damage and to prevent further loss or damage,
- (b) immediately inform the police if the insured property is lost or damaged or if forcible and violent entry or malicious damage has occurred or is suspected,

- (c) notify Us verbally and confirm in writing as soon as possible to Mansions of Australia Limited, Level 7, 100 Arthur St North Sydney NSW 2060, toll free: 1300 738 308, local: (02) 9551 1080, fax: 1300 855 874, email: mansions@mansions.com.au
- (d) complete and lodge a claim form as soon as practicable and submit in writing to Us all particulars of the claim,
- (e) not authorise the repair of the insured property without Our consent except to prevent or limit further damage,
- (f) promptly forward to Us any writ, summons or communication received concerning the event or claim and You shall not negotiate, admit or repudiate liability without Our written consent,
- (g) provide Us with all information, including both proof of ownership and value, as We may reasonably require together with a statutory declaration (if requested) of the truth of the claim and any other matter connected with it,
- (h) advise Us in writing within three months from the date of loss or damage of Your intention to immediately undertake the replacement, re-building or repair of the Building, failing which Our liability is limited to the Present Value of the Building.

Proceedings

We have the right to negotiate, defend or settle in Your name and on Your behalf any claim and will have full discretion in the conduct of any proceedings or in the settlement of any claim. We will have the right for Our own benefit of any legal right of recovery held by You and You must give all information and assistance required by Us.

Other Insurance

Should You make a claim under this Policy, You must give Us written notice of any insurance already effected to cover anything that is covered under this Policy.

Disputes

In the event of a dispute under this Agreement, You are entitled to request a mediation, for which We will pay the costs, with a mediator mutually agreeable to both parties.

Waiver of Subrogation

We will be entitled to Your rights of recovery against others arising from loss or damage for which a claim payment has been made under this Policy and You may not limit or restrict Your right of recovery against any third party without Our written agreement.

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.

SECTION 8

STORAGE/RESTORATION COVER

Where **your policy schedule** states **your** type of cover is “Storage/Restoration Cover Only”, **your motor vehicle** will be covered at all times in accordance with the terms and conditions of this **policy**, except when being driven under its own power.

There is no cover for **your motor vehicle** under “Storage/Restoration Cover Only”:

- under Section Two of this **policy**,
- for any loss or damage caused by or in connection with **you** or an **authorised driver** driving **your motor vehicle** under its own power.

SECTION 9

CLASSIC CAR

Where the **policy schedule** states the Class as “Classic Motor Vehicle” the following applies:

- the **policy** extends to include the replacement of a broken/cracked windscreen without cost, subject to **our** prior approval.
- in the event **your motor vehicle** is declared a **total loss** under Section 1 **we** will allow **you** to retain the salvage of **your motor vehicle** if it is over 25 years old.
- **we** will cover any financial member over the age of 25 of a “Special Interest Car Club” of which **you** are a financial member, who is driving **your motor vehicle** with **your** permission.

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