

*"Our local insurance agent
adds value to our business"*

Justin Dallinger-Foto Supplies



VEHICLE ENTHUSIAST INSURANCE POLICY Product Disclosure Statement

This Product Disclosure Statement contains the Business Insurance Policy terms and conditions.
You should read all sections of this Product Disclosure Statement before making a decision to acquire this financial product.

Preparation date 30th May 2008.

Issued by Elders Insurance Limited ABN 62 081 106 505 AFSL 237756 Address 27 Currie Street Adelaide SA 5000

LOCALinsurance
For over 100 years



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Part A - Important Information

The purpose of this Product Disclosure Statement

This Product Disclosure Statement (PDS) has been prepared to assist you in understanding this Policy and to make an informed choice about your insurance requirements. The PDS contains important information required by the Corporations Act 2001.

Part A of this PDS sets out the significant features of the Policy including the benefits under the Policy and information about how the premium is calculated.

You must read Part B of this Policy to obtain a complete description of all Policy terms and conditions.

If you arrange insurance with us, the Proposal, the Policy and the Schedule will form the Insurance Contract.

To assist you in locating the various Parts and Sections of the Policy please refer to the contents at the beginning of this PDS.

Who is the insured?

The persons or organisations that are insured by the Policy are shown in the Schedule. In the Policy those persons or organisations are referred to as "you" or "your".

Other persons or organisations requiring insurance

You must inform us of all persons or organisations to be insured by the Policy. We will insure them if you advise us of them and we show them in the Schedule or they are otherwise covered under the Policy.

All persons or organisations are bound by the Policy

All persons or organisations insured by the Policy have to comply with the terms of the Policy. We may refuse to pay, or reduce the amount of a claim if you or any person insured by the Policy does not comply with the terms of the Policy.

Who is the Insurer?

Elders Insurance Limited ABN 62 081 106 505, AFS Licence No. 237756 of 27 Currie Street Adelaide SA 5000 is the issuer of the Policy and is named in the Schedule as the Insurer.

In this PDS, Elders Insurance Limited is referred to as "we", "us" and "our".

How to contact us

Should you have any questions about the Policy, please contact your local Elders Authorised Representative or Elders Insurance Limited, GPO Box 551 Adelaide SA 5001.

Duties of the insurer

We will act and conduct ourselves with the utmost good faith.

Selecting your Insurance Cover

You need to consider the insurance cover that is most suitable to your needs. You may select all or some of the insurance offered by the Policy.

When you are covered

The Policy starts when we have accepted your Proposal. We will then send you the Schedule. The Policy will consist of only those Sections you have selected. The Period of Cover is shown in the Schedule. You are only insured for the Occurrences that take place during the Period of Cover shown in the Schedule. You must pay us the premium due before we pay or agree to pay any claims.

Part A - Important Information

Changes to your circumstances

You should notify us of every change that you become aware of which materially varies any of the facts or circumstances which existed at the commencement of the Period of Cover.

If you fail to notify us of all the changes we may not pay all or part of a claim, or may be able to cancel the Policy.

Alteration of risk

You must tell us promptly about all changes which occur during the Period of Cover and that increase:

1. the value of property insured by the Policy;
2. the risk of loss or damage; or
3. the likelihood of liability losses.

For example, you should tell us promptly if you:

1. change the nature of your business;
2. change the way you conduct your business;
3. change the way you use any property insured by the Policy;
4. alter or modify any property in any way which affects its safety or structural integrity; or
5. alter or modify any property in any way which affects its performance or its value.

Unless we give our written consent to insure you for any alteration to the risk which occurs after the commencement of the Period of Cover, we will not insure any loss, damage or liability caused, or contributed to, by any alteration to the risk.

Payment of premium

You must pay the premium.

Payment of the premium may be made by debit to your Elders account, cash, cheque, BPAY or credit card. If your cheque or credit card is dishonoured by your financial institution you are not insured unless we agree in writing to continue to insure you.

Payment by periodic instalments

If payment by periodic instalments is arranged from your financial institution, we will not cancel the Policy unless at least one instalment is not paid for more than one month from the date on which payment was due.

Keep your records in a safe a place

This PDS and the Schedule are important. Please ensure you read them carefully and keep them in a safe place. If you have any questions regarding the Policy, please contact your Elders authorised representative.

Documents such as plans, reports, contracts, receipts, manuals and serial numbers relating to your property must also be kept. If you make a claim, such documents may be required by us and they will help you complete your claim form. You should keep relevant documentation to substantiate values of property insured. If you do not do this you may not be able to substantiate your claim.

Part A - Important Information

Significant features & benefits

Feature and Benefit	Explanation	Reference Page No
What you are insured for	We pay the cost to repair or replace Your Vehicle or the Agreed Value (if lower) of Your Vehicle as a result of accidental loss or damage, theft or malicious damage.	9
Additional benefits	A number of additional benefits are provided by the Policy. These are choice of repairer, emergency or temporary repairs, emergency travelling or accommodation expenses, freight of parts, hire car costs following theft, leased or financed vehicles, locks and keys, maritime liability, personal effects, removal of debris, repair guarantee, returning your vehicle after loss or damage, towing costs, trailer cover and transportation home. Full details of these benefits are contained in the Policy terms and conditions in Part B of this PDS.	9-10
Endorsed benefits	Further additional benefits are also included in endorsed benefits. The Vintage and Classic Vehicle Endorsement includes the spare parts at home and vehicle salvage additional benefits. The Prestige Vehicle Endorsement includes the hire care following accident and new vehicle replacement additional benefits. The Motorcycle Endorsement includes the new motorcycle replacement and protective clothing additional benefits. Full details of these benefits are contained in the Policy terms and conditions in Part B of this PDS.	11
Liability cover	We pay your liability to pay Compensation for damage to someone else's property. We also pay your liability to pay Compensation for Personal Injury you cause to others unless you are, or should be insured for this type of liability by a government or statutory policy or scheme.	12

Part A - Important Information

Cost

The law requires us to include in this PDS the dollar amount of the premium for your Policy, unless that amount can only be determined after:

- we have assessed the risk of insuring you; and
- you have nominated your desired level of cover.

If either of these factors exist, the law allows us to describe the amount of your premium in this PDS, instead of setting out the dollar amount.

Your premium cannot be assessed until we have considered your application for insurance and you have selected the Agreed Value for your Policy. As the law requires of us, this Section of the PDS describes the amount of your premium by reference to the factors that we take into account in assessing your premium. The dollar amount of your premium will be set out in the written quotation and your Schedule. We calculate the cost of the insurance on an annual basis. The premium comprises of the amount we charge you for the insurance plus any statutory charges such as GST and stamp duty.

The factors we take into account in assessing your premium, some of which may influence your premium more than others depending upon your individual circumstances, include:

- the make and type of the Vehicle being insured, including the vehicle security and whether there have been any modifications made to the Vehicle and, if so, the nature of those modifications;
- where the Vehicle will be parked and the security at this location;
- whether the Vehicle will be for business or private use, where the Vehicle will be used, and the regularity of use of the Vehicle; and
- the age and driving experience of the main drivers.

The final premium you will be required to pay will be shown on your written quotation and in the Schedule.

Despite how these factors affect the premium in your circumstances, your Policy will be subject to a minimum premium.

You may pay your premium annually by debit to your Elders account, cash, cheque, BPay or credit card. Alternatively you may pay by periodic instalments. If you pay by periodic instalments from your financial institution, we will not cancel the Policy unless at least one instalment is not paid for more than one month from the date on which payment was due.

If you fail to pay an annual premium by the due date, insurance provided by the Policy will cease.

If you request an alteration to the insurance during the Period of Cover, or there is any change or alteration to the information you have advised us of, we will inform you of any cost or refund applicable for making the alteration. Any change or alteration only becomes effective when we agree to the change and you pay any additional premium applicable. The additional premium that may be payable is determined by taking into account the same factors as those taken into account when assessing your starting premium.

Privacy

We will only collect personal information from you that is necessary in order for us to process and administer the Policy and any claims you may make under the Policy. We realise that this information is often very sensitive in nature and will treat it with the utmost care and security.

Information on how we handle your personal information is explained in our Privacy Statement including:

1. how to contact us regarding privacy;
2. how we use information supplied by you;
3. how to access your personal information;
4. how we confidentially disclose your information to other contractors/service providers to carry out activities on our behalf.

A copy of our Privacy Statement is available from any Elders branch or from our website www.elders.com.au

Part A - Important Information

What makes up the Insurance Contract

Your Insurance Contract comprises the following documents:

- the Proposal;
- the Policy terms and conditions in Part B of this PDS; and
- the Schedule which shows the type of cover you have, any alterations to the insurance, as well as other specific information relevant to the insurance contract.

Cooling off period

We will refund any premium paid for insurance provided by the Policy if you request cancellation of the Policy within 14 days of receiving the Schedule. To do this you must advise us in writing and return the Schedule to your Elders authorised representative or to Elders Insurance Ltd, GPO Box 551 Adelaide SA 5001. You will not receive a full refund if you have made a claim under the Policy.

How to apply for Insurance

To apply, please contact an Elders authorised representative and complete a Proposal. If we accept your Proposal and you pay the premium or agree that we may make periodic debits from your nominated bank account or other approved account, you will receive a Schedule that sets out details of the insurance you have taken out. The Schedule should be retained with the PDS.

What if you are not happy with our service or claims settlement?

We continually strive to improve our customer service and provide insurance products that meet the needs of our customers. On rare occasions circumstances may go wrong. Some people may need assistance if they feel they have not been treated fairly. If you need more help, our dispute resolution process can assist you.

Disputes Resolution process

If you have a complaint or disagree with a decision made by us or anyone representing us, please discuss the issue with one of our staff members or representatives.

If you are unable to reach an agreement, you can ask our staff member or representative to refer the problem to our Internal Dispute Resolution Panel. You can refer the matter direct to the Panel at the following address:

Internal Dispute Resolution Panel
Elders Insurance Limited
Box 551
Adelaide SA 5001

Freecall: 1300 307 941
Email: feedback@elders.com.au
Website: www.elders.com.au/feedback

Our Internal Dispute Resolution Panel will contact you within 2 business days of receiving your complaint. We will advise you how long it will take to investigate and advise you promptly, in writing, of the outcome. Normally, this will take no longer than 14 days. If it does take longer, we will keep you informed of the progress on a regular basis.

The Internal Dispute Resolution representative who will be assigned to you will have had no previous involvement in the decision and will have full authority to resolve the problem.

If you are not satisfied with the outcome from our Internal Dispute Resolution Panel, we will advise you who to go to to further the complaint. This may include referring you to the Insurance Ombudsman Service which is an independent company. They have the authority to make decisions which are binding on us but cannot force you to take a course of action. Access to this process is free of charge to you. The Insurance Ombudsman Service may be contacted at:

Insurance Ombudsman Service Limited
PO Box 561
Collins Street West
Melbourne VIC 8007

Telephone: 1300 780 808 (local call rate)
Fax: 03 9621 2060
Email: ios@insuranceombudsman.com.au
Website: www.insuranceombudsman.com.au

Part A - Important Information

Code of Practice

We have willingly adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, their representatives and consumers.

Amongst other things, the Code sets out to improve the quality of information consumers receive, the education and conduct of insurance representatives, and claims handling and dispute resolution procedures. Please contact your Elders authorised representative if you would like more information about the Code.

How to make a claim

If something happens that you believe you can claim for, or could give rise to a claim, or you believe that a claim has or will be made against you, please advise your Elders authorised representative as soon as possible. Please supply them with initial details and then with full written details by completing our claim form within 30 days of the Occurrence. Details about making a claim are shown under "What you must do after a loss, damage or an accident" on page 15 of this PDS.

Duty of Disclosure – New Business

This section explains your duty to disclose information prior to us considering the Proposal and issuing you with insurance if the Proposal is accepted.

What you must tell us

When answering the questions in the Proposal, 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 circumstances, would include in answer to the questions. We will use your answers in deciding whether to insure you and anyone else to be insured by the Policy, and on what terms.

Who needs to tell us

It is important that you understand that when you answer our questions you do so for yourself and anyone else that you want to be insured by the Policy.

If you do not tell us

If you do not answer the questions as set out above, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer the questions fraudulently, we may refuse to pay a claim and treat the Policy as never having existed.

Duty of Disclosure – Renewals, extensions, variations and reinstatements

This section explains your duty to disclose information at the time of renewing, extending, varying or reinstating the Policy.

What you must tell us

Prior to renewing, extending, varying or reinstating the Policy, you must tell us whether any of the information you provided to us previously, including the answers to all questions in the Proposal, has changed.

You have a duty under law to be honest and to tell us anything known to you, which a reasonable person in the circumstances should know, is relevant to our decision whether to insure you and anyone else, and the terms and conditions of the insurance.

You do not have to tell us anything that:

1. reduces the risk;
2. is of common knowledge;
3. we already know or should know in the ordinary course of our business; or
4. we have indicated we do not need to know.

We may decide, following the consideration of any new information you provide us, to withdraw our offer to renew the Policy, or refuse to accept your request to extend, vary or reinstate the Policy.

Who needs to tell us

It is important that you understand you should provide us with any new information in relation to yourself and anyone else who is insured by the Policy or who you want to be insured by the Policy.

If you do not tell us

If you do not tell us the information that you are required to tell us prior to renewing, extending, varying or reinstating the Policy, we may refuse to pay or reduce the amount of a claim, or cancel the Policy. If you are fraudulent in not providing the information that you are required to provide us, we may refuse to pay a claim and treat the Policy as never having existed.

Part B – Vehicle Enthusiast Insurance Policy Terms and Conditions

Words with special meaning

There are some words in the Policy that have a special meaning. These words and their meanings are listed below.

“Agreed Value” means the value we have agreed is the value of Your Vehicle, immediately prior to commencing each Period of Cover. The agreed value includes GST and all registration and on road costs, less any entitlement you have to claim an Input Tax Credit.

“Compensation” means all amounts you are liable to pay to other people or organisations (including legal costs awarded against you and interest accruing after entry of judgment against you until we have paid the amount outstanding).

“Excess” means the amount you must pay towards the cost of a claim. An Excess applies to each Vehicle covered and is shown on the Schedule. You may have to contribute more than one Excess.

“Family” means persons who normally reside with you permanently and who are:

1. your spouse or defacto; or
2. your children or your spouse's or defacto's unmarried children; or
3. your parents or your spouse's or defacto's parents; or
4. your brother or sister.

“GST” means the Goods and Services Tax imposed according to the meaning given in the “A New Tax System (Goods and Services Tax) Act 1999 (Cth)”.

“Input Tax Credit” means the Input Tax Credit according to the meaning given in the “A New Tax System (Goods and Services Tax) Act 1999 (Cth)”.

“Market Value” means the cost to purchase a Vehicle of the same make, model, age and condition. The value of registration, compulsory insurance and dealer warranties is not included in the market value. The Market Value includes Stamp Duty and GST, less any entitlement you have to claim an Input Tax Credit.

“Occurrence” means an event, during the Period of Cover (including continuous or repeated exposure to substantially the same general conditions), which results in Personal Injury or property damage which you neither expected nor intended to happen. All Personal Injury or damage to property resulting from one original cause will be treated as being caused by the one occurrence.

“Period of Cover” means the time insurance commences to the time insurance expires. The dates and times are shown in the Schedule.

“Personal Effects” means personal items owned by you which are designed to be worn or carried, except for money, credit cards, financial institution cards, firearms, tools or items used in connection with a business or occupation, or accessories.

“Personal Injury” means:

1. bodily injury (including death), sickness, disease, disablement, shock, fright, mental anguish and mental injury;
2. latent Personal Injury (as described in 1. above) that is first diagnosed by a qualified medical person during the Period of Cover.

“Policy” means this PDS and your current Schedule.

“Proposal” means the information as advised by you to us, either in writing, verbally or by electronic means, as part of your application for insurance provided by the Policy. Your completed proposal and the information you supply to us forms part of the basis for our decision of whether or not to insure you and on what terms.

“Schedule” means the Schedule we provide to you following our acceptance of your Proposal. It contains details of the Policy including the types of cover and levels of insurance you have selected.

“Substitute Vehicle” means a Vehicle being used as a substitute for Your Vehicle when Your Vehicle is unable to be used due to repairs, servicing or accidental damage.

“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), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic 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.

“Total Loss” means Your Vehicle has not been recovered following theft, or Your Vehicle is damaged to the extent that we determine it would be uneconomical or unsafe to repair.

“Vehicle” means any type of machine on wheels or on caterpillar tracks that only travels on land and is propelled, or intended to be propelled, by something other than manual or animal power. It includes any trailer or other attachment that is normally towed or operated from a vehicle.

“we”, “us”, “our” means Elders Insurance Limited ABN 62 081 106 505.

“you”, “your”, “yours” means the person or entity named as the insured in the Schedule. “You” and “your” also includes your Family.

“Your Vehicle” means the Vehicle described in the Schedule and any Vehicle that permanently replaces that Vehicle.

Part B – Vehicle Enthusiast Insurance Policy Terms and Conditions

Type of Cover

We offer a single type of cover. This cover type is shown in the Schedule.

Comprehensive

Section 1 – Motor Vehicle Cover and Section 2 – Liability Cover apply in full.

Use of the Vehicle

We will only insure Your Vehicle when it is being used:

1. for social, domestic and pleasure purposes;
2. for demonstration for sale;
3. in connection with servicing, repairing and subsequent testing;
4. for tuition when you do not receive payment for the tuition;
5. for towing a Vehicle when you do not receive payment for towing;
6. in a car sharing arrangement, including travel to and from work;
7. in connection with your occupation or business, providing the Vehicle is not being used to courier goods or carry passengers for which you receive payment;
8. for voluntary work in relation to sporting or social clubs.

We will not insure you or any driver if you have hired out Your Vehicle to anyone unless we have agreed in writing.

Policy Excesses

You may have to contribute more than one Excess. Where a claim is lodged for more than one vehicle in relation to the same Occurrence, you must pay the Excess applicable to each individual Vehicle.

Basic Excess

The basic Excess is the amount you must pay towards each claim. The amount of your basic Excess will be determined by what Your Vehicle is and its Agreed Value, and is shown in the Schedule as "Basic Excess".

Basic Excess - age and inexperienced driver excess

In addition to the basic Excess, you must pay an age Excess, if at the time of the accident resulting in a claim, the person driving Your Vehicle is under 25 years of age.

In addition to the basic Excess, you must pay an inexperienced driver Excess, if at the time of the accident resulting in a claim, the person driving Your Vehicle was 25 years of age or older, but had not held a driver's licence for 2 or more consecutive years immediately prior to the accident.

The age and inexperienced driver excesses are set out in the Schedule.

When you do not have to pay an Excess

You will not be required to pay an Excess towards a claim if:

1. you have an accident with another Vehicle; and
2. we are satisfied that the driver of the other Vehicle was responsible for the accident; and
3. you can provide us with the registration number of the other vehicle and the full name and address of the other driver,

prior to our authorisation of repairs to Your Vehicle.

You will not have to pay an age or inexperienced driver Excess if the damage to Your Vehicle is a broken windscreen, broken window glass, hail damage, or if the loss or damage occurs when the Vehicle is parked or unattended.

Section 1 - Motor Vehicle Cover

What you are covered for

We cover you for accidental loss of (including theft) and accidental damage to (including malicious damage) Your Vehicle. We will at our option pay either:

1. the cost to repair or replace Your Vehicle; or
2. the Agreed Value of Your Vehicle shown in the Schedule;

Included in the Agreed Value, we will also pay for:

1. standard equipment fitted by the original manufacturer;
2. non-standard equipment or accessories, including those fitted by the manufacturer or dealer, that are not specified in the Schedule, up to \$1,000 per Occurrence;
3. non-standard equipment or accessories, including those fitted by the manufacturer or dealer, that are specified in the Schedule;
4. non-standard tools and spare parts used for Your Vehicle, whilst in or on Your Vehicle, up to \$250 per Occurrence;

If we pay to repair Your Vehicle and the repairs to Your Vehicle put it into a condition better than it was in immediately before the loss, we may require you to contribute to the cost of repairs. Where possible, we will use parts appropriate for Your Vehicle's age and condition that comply with Australian Safety Standards.

If you make a claim under this section, and we pay you the Agreed Value, then all insurance on Your Vehicle ceases and you will not be entitled to any refund of premium.

Any payment made by us is subject to any Excess payable by you under the Policy.

Additional benefits

Choice of repairer

Subject to our approval, you may select your own repairer. Alternatively, we can recommend or choose a repairer to repair Your Vehicle.

Emergency or temporary repairs

If Your Vehicle is damaged, and the damage is insured by the Policy, we will pay up to \$750 for reasonable emergency or temporary repairs to allow you to drive Your Vehicle home or to continue your journey.

Emergency travelling or accommodation expenses

If Your Vehicle is stolen or damaged, and the theft or damage is insured by the Policy, we will pay you up to \$1,000 for reasonable travelling or accommodation expenses for the occupants of Your Vehicle, if at the time of the loss or damage, Your Vehicle is more than 100 kilometres from the place where it is normally garaged.

Freight of parts

If Your Vehicle is damaged, and the damage is insured by the Policy, we will pay up to \$5,000 towards the cost of air freight, if the parts required to repair your Vehicle are not available in Australia and importation is necessary.

Hire car following theft

If Your Vehicle is stolen or illegally used, and the Occurrence is insured by the Policy, we will reimburse you for the reasonable cost of hiring a similar vehicle, provided that you have made a claim and paid your Excess.

We will pay your hire costs:

1. until Your Vehicle is recovered undamaged; or
2. until Your Vehicle is repaired after it is recovered damaged; or
3. until we pay you for the Total Loss of Your Vehicle; or

whichever happens first. However, we will only pay your hire car costs under this benefit for up to a maximum of 14 days.

Leased or financed Vehicles

If:

1. Your Vehicle is stolen, lost, or damaged and not economical to repair;
2. the damage is insured by the Policy; and
3. Your Vehicle's Agreed Value is less than the amount owing by you under a lease or other financial arrangement;

we will pay your finance provider 75% of the additional amount owed by you, other than outstanding regular payments.

Part B – Vehicle Enthusiast Insurance Policy Terms and Conditions

Section 1 - Motor Vehicle Cover

Additional benefits

Locks and keys

We will pay the cost of replacing the keys and locks, the recoding of locks, immobilisers and/or other key operated security devices fitted to Your Vehicle up to a value of \$1,000 if the keys to Your Vehicle are stolen from a locked building, or locked vehicle and:

1. there are signs of forcible and violent entry; or
2. the theft was committed by a person who threatened or committed physical violence towards you, or other persons.

Maritime liability

If Your Vehicle is being transported by ship or ferry between any Australian ports, we will pay your contribution for Your Vehicle if you have to pay as a result of "General Average" being declared by the ship or ferry operators.

Personal Effects

If Your Vehicle is stolen or damaged in an accident, and the theft or damage is insured by the Policy, we will pay up to \$750 for your Personal Effects contained in Your Vehicle that are lost or damaged as a result of an Occurrence.

Removal of debris

We will pay the reasonable cost of removing the debris of Your Vehicle from the site of an Occurrence provided the Occurrence is insured by the Policy.

Repair guarantee

If we authorise the repair of Your Vehicle following a claim, we will guarantee the repairs for the life of the Vehicle. The guarantee will be honoured while you are the registered owner of the Vehicle and it is insured by us.

This guarantee does not provide insurance for defects caused by natural wear and tear of any repaired surfaces or for rust or corrosion, unless directly attributable to the repair.

Replacement vehicle

If you purchase a replacement vehicle to permanently replace Your Vehicle, we will insure the replacement Vehicle from its date of purchase for a period of 30 days. You must advise us of the Replacement Vehicle within 30 days of acquiring the vehicle, or insurance on that vehicle will cease at the end of the 30 day period. Insurance on the replaced vehicle ceases from the date of purchase of the replacement vehicle.

Additional benefits

Towing costs

If Your Vehicle is stolen or damaged, and the theft or damage is insured by the Policy, we will pay the reasonable cost of recovering and towing Your Vehicle to the nearest repairer, place of safety, or any other place that we have approved.

Trailer cover

If Your Vehicle is stolen or damaged, and the theft or damage is insured by the Policy, we will pay for the loss of or damage to a trailer (excluding caravans) if it is attached to Your Vehicle at the time of the accident or theft. We will pay up to \$1,000 or Market Value, whichever is the lesser.

Transportation home

We will pay up to \$50 for transport by taxi or other means from the scene of an accident or Occurrence, to your home or other destination, if Your Vehicle is not driveable as a result of the Occurrence or has been stolen.

Windscreen

We will pay the reasonable cost of repairing or replacing the windscreen or single window glass of Your Vehicle if it is accidentally Broken.

We will not apply an Excess for the first windscreen or window glass claim made in any one Period of Cover.

"Broken" means a fracture extending through the entire thickness of the glass or, in the case of a laminated glass, a fracture which extends through to the laminate.

Part B – Vehicle Enthusiast Insurance Policy Terms and Conditions

Section 1 - Motor Vehicle Cover

Endorsed benefits

Vintage and Classic Vehicle Endorsement

If the Schedule shows that you have the Vintage and Classic Vehicle Endorsement, we will insure you for:

Spare parts at home

We will pay up to \$1,000 for repairing or replacing spare parts purchased for fitting to Your Vehicle that are lost or damaged as a result of fire or theft at your home.

If the loss or damage is a result of theft, there must be evidence of violent and forcible entry into your home and the theft must be reported to the police.

Vehicle breakdown

We will pay up to \$1,500 to transport Your Vehicle to your home if:

1. Your Vehicle is unable to be driven as a result of mechanical breakdown; and
2. Your Vehicle is more than 100km from your home; and
3. Your Vehicle was being used in an authorised motor vehicle club rally (but not a race or speed trial).

We will not pay for the repair of any mechanical damage unless the cause of this damage is an Occurrence that is insured by your Policy.

Vehicle salvage

If we pay you for the Total Loss of Your Vehicle, you may retain possession of the salvage at no cost to you.

If Your Vehicle is stolen, you will not retain possession of the salvage.

Motorcycle Endorsement

If the Schedule shows that you have the Motorcycle Endorsement, we will insure you for:

New motorcycle replacement

If Your Vehicle is a motorcycle, and it is lost, or damaged to the extent that it is uneconomical to repair, within 2 years of the commencement of the first period of registration, we will replace your motorcycle with a new motorcycle of the same make and model. We will also pay for on road costs such as stamp duty, registration and other dealer charges usually included in the cost of a motorcycle. If a replacement motorcycle is not available at the time of the Occurrence, we will pay you the Agreed Value of your motorcycle shown in the Schedule.

If we replace your motorcycle, your replaced motorcycle becomes our property and you will not be entitled to any refund of premium.

Protective clothing

We will pay up to \$2,000 for protective clothing worn whilst riding your motorcycle if, as a result of an Occurrence insured by the Policy, your protective clothing is damaged.

Endorsed benefits

Prestige Vehicle Endorsement

If the Schedule shows that you have the Prestige Vehicle Endorsement, we will insure you for:

Hire car following accident

If Your Vehicle cannot be driven as the result of an Occurrence and the Occurrence is insured by the Policy, we will reimburse you for the reasonable cost of hiring a similar vehicle, provided that you have made a claim and paid your Excess.

We will pay your hire costs:

1. until Your Vehicle is repaired; or
2. until we pay you for the Total Loss of Your Vehicle; or
3. for up to 14 days; or
4. up to \$1,500;

whichever happens first.

New vehicle replacement

If Your Vehicle is lost, or damaged to the extent that it is uneconomical to repair, within 3 years of the commencement of the first period of registration, we will replace Your Vehicle with a new vehicle of the same make and model. We also pay for on road costs such as stamp duty, registration and other dealer charges usually included in the cost of a motor vehicle. If a replacement vehicle is not available at the time of the Occurrence, we will pay you the Agreed value of Your Vehicle shown in the Schedule.

If we replace Your Vehicle, Your Vehicle that we replace becomes our property and you will not be entitled to any refund of premium.

Part B – Vehicle Enthusiast Insurance Policy Terms and Conditions

Section 2 - Liability Cover

Liability for property damage

We will cover your legal liability to pay Compensation for accidental loss of or damage to someone else's property, arising out of the use of Your Vehicle, a Substitute Vehicle or anything legally attached to, or being towed by, Your Vehicle or a Substitute Vehicle.

The insurance for liability for property damage also applies to:

1. any person who is driving, using or in charge of Your Vehicle with your permission;
2. any passenger travelling in Your Vehicle or who is getting out of or into Your Vehicle;
3. your principal, partner or employer if it arises out of the use of Your Vehicle.

We will also pay the legal costs and expenses to defend any proceedings arising from accidental loss or damage insured by the Policy, provided we have approved the costs and expenses.

We will not pay legal costs to defend criminal acts or fines for breaches of road traffic statutes, regulations or by-laws.

We will not pay for aggravated, punitive or exemplary damages.

What you are not covered for

We will not cover loss of or damage to property:

1. owned by you or the driver of Your Vehicle;
2. which is in your or the driver's possession, custody or control, except property which is either:
 - a. a residential building that you are renting, or which is on loan to you; or
 - b. employees' or visitors' Vehicles and their contents while contained in a car park provided by you;
3. if you or the driver is insured, or required by law to be insured, for the loss or damage by a statutory or government policy or scheme;
4. if Your Vehicle is unregistered.

Liability for Personal Injury

We will pay your liability to pay Compensation for Personal Injury to other persons resulting from an Occurrence arising out of the use of Your Vehicle, a Substitute Vehicle, or anything legally attached to, or being towed by, Your Vehicle or a Substitute Vehicle.

The insurance for liability for Personal Injury also applies to:

1. any person who is driving, using, or in charge of Your Vehicle with your permission;
2. any passenger travelling in Your Vehicle or who is getting out of or into Your Vehicle;
3. your principal, partner or employer if it arises out of the use of Your Vehicle.

We will also pay the legal costs and expenses to defend any proceedings arising from Personal Injury to other persons resulting from an Occurrence arising out of the use of Your Vehicle, a Substitute Vehicle, or anything legally attached to, or being towed by, Your Vehicle or a Substitute Vehicle, provided we have approved the costs and expenses.

We will not pay legal costs to defend criminal acts or fines for breaches of road traffic statutes, regulations or by-laws.

We will not pay for aggravated, punitive or exemplary damages.

What you are not covered for

We will not pay for Personal Injury to:

1. a Family member of, or any person who normally resides with, the driver of Your Vehicle;
2. a Family member of yours or any person who normally resides with you; or
3. any person who is employed by you and is entitled to any Workers' Compensation benefits.

We will not pay for Personal Injury:

1. if Your Vehicle is unregistered;
2. if you or the driver of Your Vehicle are insured for the Occurrence by any statutory or government policy or scheme, even if any such benefit has been refused; or
3. if you or the driver of Your Vehicle should have been insured for the Occurrence by any statutory or government policy or scheme but you or the driver of Your Vehicle did not take out the relevant statutory or government policy or scheme cover.

The maximum we will insure you for

We will pay up to \$20 million per Occurrence under this Section 2 - Liability Cover.

General Policy Exclusions

What you are not covered for

We will not cover loss, damage or Personal Injury if, at the time of the Occurrence causing loss, damage, Personal Injury, Your Vehicle was:

1. being used for hire or to carry passengers for payment, other than private pooling arrangements, unless we have agreed in writing;
 2. not reasonably secured against further damage or theft, following an Occurrence;
 3. being driven or operated by anyone who:
 - a. was under the influence of alcohol or drugs, or whose blood alcohol level exceeded the legal limit; or
 - b. refused to submit to any tests to determine the level of alcohol or drugs in the blood when requested to by a legally authorised person;
 - c. did not hold a driving licence as required by legislation to operate or drive the Vehicle at the time and place of the Occurrence.
- However, we will pay if you allowed Your Vehicle to be driven or operated by another person and you did not know, and could not reasonably have been expected to know, was not licensed or was under the influence of alcohol or drugs.
4. modified in a manner that increased its designed top speed or performance, unless the modification was disclosed to us, or you can prove that the modification did not cause or contribute to the Occurrence;
 5. being driven or operated whilst it is in an unsafe, or not in a roadworthy condition unless you can prove the condition of Your Vehicle did not cause or contribute to the Occurrence;
 6. being pursued by the police and the driver failed to come to an immediate stop, unless the driver was not authorised by you to be driving Your Vehicle;
 7. towing a caravan or trailer that is unsafe or not in a roadworthy condition, unless you can prove that this did not cause or contribute to the Occurrence;
 8. being used to carry more passengers, or carry or tow a heavier load than it was designed for, unless you can prove that this did not cause or contribute to the Occurrence;
 9. being used or tested for racing, pace making, reliability trial, experiment or demonstration (other than a demonstration for the purpose of selling Your Vehicle);
 10. being used in a manner that resulted in a deliberate exposure to exceptional danger, or any wilful or reckless act.

What you are not covered for

We will not pay any claims under Section 1 or Section 2 of this Policy for loss, damage or liability caused by or arising from:

1. ionising radiation or contamination by radioactivity from any nuclear weapons material, any nuclear waste or from any nuclear fuel (including any self sustained process of nuclear fission);
2. lawful seizure of Your Vehicle;
3. malicious acts by persons who permanently or temporarily lived with you at the time of the loss or damage.

We will not pay any claims for:

1. loss of use of Your Vehicle;
2. depreciation, wear and tear to Your Vehicle;
3. mechanical breakdowns (which includes breakage) or failures, or electrical breakdowns or failures to Your Vehicle;
4. equipment, accessories, tools or parts that you use during the normal course of Your Business; or
5. goods you were transporting at the time of loss, damage or accident.

Dishonest, criminal and intentional act

We will not pay for any liability, Personal Injury, illness, loss of property or property damage caused directly or indirectly by any intentional, dishonest or criminal act by you.

Geographical limitation

We will not pay for any loss or damage to your Business Property and Vehicles that are outside the Commonwealth of Australia at the time of the loss or damage.

Terrorism

We will not pay for any death, injury, illness, compensation, loss, damage, expense or loss of profit, which is directly or indirectly caused by or arising 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.

This also excludes death, injury, illness, compensation, loss, damage, expense or loss of profit 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.

War and confiscation

We will not pay for any liability, injury, illness or property damage arising directly or indirectly from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property or Vehicles by or under the order of any government or public or local authority.

Part B – Vehicle Enthusiast Insurance Policy Terms and Conditions

General Policy Conditions

Cancellation

You may cancel the Policy at any time by informing us in writing. We will refund the unused portion of your premium. However, we may charge an administration charge of 10% of the unused portion. You will not receive any refund of your premium where the unused portion of your premium is \$10 or less.

When we pay, or are required to pay, for a Total Loss arising out of an Occurrence before you give us written notice of the cancellation of the Policy, you will not receive any refund of the premium relating to the insured property which is the subject of that Total Loss, and insurance on the property will cease.

We may cancel the Policy in certain circumstances provided by the Insurance Contracts Act 1984 by giving you three business days notice in writing.

We may cancel the Policy if:

1. you do not pay the premium;
2. payment by periodic instalments is arranged from your financial services provider and one instalment is not paid for more than one month from the date on which that payment was due;
3. you do not comply with your duty of disclosure;
4. you make a misrepresentation to us before we issue the Policy;
5. you do not comply with a provision of the Policy;
6. you make a fraudulent claim under the Policy or some other Policy (whether with us or another insurer);
7. you do not comply with your duty of utmost good faith.

Notice of cancellation can be delivered personally or posted to the address you nominate and is shown in the Schedule.

Cancellation becomes effective at the time shown on the notice of cancellation or when you insure with another company, whichever occurs first.

Changes during the Period of Cover

Any changes or alteration you propose to make only becomes effective when we agree to the change and you agree to pay any additional premium.

Changes before you renew, extend, vary or reinstate the Policy

If there is any change or alteration to the information you have advised us of, you are to notify us in writing as soon as practicable. Any change or alteration you propose to make only becomes effective when we agree to the change and you pay any additional premium payable. The additional premium that may be payable is determined by taking into account the same factors shown in the Cost section on page 4 of this PDS.

You must advise us of any changes before you renew, extend, vary or reinstate the Policy.

For example, we require information about:

1. change of address;
2. any criminal charges laid against you, your Family, or any person who normally resides with you, or criminal convictions of you, your Family, and persons who normally reside with you;
3. the condition of Your Vehicle;
4. alterations to Your Vehicle which affects its safety or structural integrity;
5. convictions for driving under the influence of alcohol or a drug, or other driving charges or convictions;
6. accidents;
7. changing regular drivers;
8. modification affecting performance or the value of Your Vehicle;
9. change in the use of Your Vehicle.

This is a requirement of "Duty of disclosure". If you do not fulfil your duty of disclosure we may refuse to pay part or all of a claim.

Consequential loss

The Policy only insures you for loss or damage that occurs as a direct result of an insured Occurrence, unless specifically mentioned otherwise in the Policy or the Schedule. We do not insure you for loss or damage that occurs as an indirect result of an Occurrence.

GST Input Credits

If we pay you for any cost or expense to settle a claim made under this Policy, we will reduce the amount that we pay you by the amount of input tax credits that you would have been entitled to claim if you had paid the relevant cost or expense.

Part B – Vehicle Enthusiast Insurance Policy Terms and Conditions

General Policy Exclusions

Other persons or organisations

The Policy will only insure the interests of lessors, financiers and mortgagees if they are named in the Schedule.

You cannot transfer the Policy into someone else's name without our written consent.

All persons entitled to claim under the Policy are bound by the terms and conditions of the Policy. When a claim is paid under the Policy and is recoverable under another policy or policies, you agree to permit us to seek contribution from the other insurer or insurers.

Progress payments

We will not unreasonably withhold progress payments. We will pay progress payments on claims at intervals to be approved by us following receipt of our interim report from our loss adjuster or representative.

Reasonable care

You must take reasonable precautions to prevent Personal Injury or property damage as if you were not insured by the Policy, such as:

1. if you are cutting, welding, grinding or heating metal you must comply with all Australian Standards (including inspections, observers and safety equipment);
2. maintaining and looking after other person's or organisation's property and buildings used by you in accordance with your agreement with them;
3. you must use and store all hazardous materials as required by law.

If you do not take reasonable precautions we may refuse to pay part or all of your claim.

Single Occurrence

We may pay for loss of or damage to property insured by more than one section or subsection of the Policy in respect to the same item and Occurrence if the Agreed Value has been paid out in full and you have not been fully insured for the loss or damage.

Subrogation rights

We have the right to take over and conduct, in your name, the defence and settlement of any claim or to prosecute, in your name, any claim for damages, indemnity, contribution or otherwise. We have full discretion in the conduct of any proceedings and in the defence and settlement of any claim.

You must give us all information and assistance as we may reasonably require to defend you or prosecute in your name.

Claims

What you must do after a loss, damage or an accident

Protect yourself from any danger, if present.

Assist other people within your capabilities, if required.

Take reasonable steps to prevent further loss, damage or liability.

Notify the police immediately if any of your property is lost, stolen, maliciously or intentionally damaged or if anybody was injured.

Report any Vehicle accident to the local police as soon as possible (if government regulations require you to do so) if the police do not attend the accident scene.

Advise us of the claim as soon as possible and then supply us with full written details by completing our claim form. You or someone acting on your behalf must complete a claim form within 30 days of an Occurrence. If you do not, we may reduce the amount we pay if the delay causes increased costs or prevents us investigating the claim.

Any invoices, bills, demands, letters or notices you receive from other people involved in the loss, damage or accident must be sent to us immediately.

What you must not do after a loss, damage, or an accident

You must not admit fault or agree to pay for damage. Simply advise any other people involved that your insurance company will represent you.

Do not make an offer, settle, or attempt to settle any claim against you. If you do, we may not pay all or part of the claim.

If Your Vehicle is involved in an accident you must not incur any costs or expenses, including legal costs, or authorise repairs without our agreement. However, if emergency repairs are necessary (e.g. broken windscreen) or Your Vehicle has to be recovered and/or towed, you may incur a total amount of up to \$750 for such costs, without our agreement.

For all other types of losses, you must not incur any costs or expenses, including legal costs, or authorise repairs without our agreement, and we will not pay for such costs, expenses or repairs unless you can show that they were necessary and unavoidable in the prevailing circumstances.

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For over 100 years

