



***Enthusiast***  
*MOTOR INSURANCE*

*NOMINATED DRIVER & DECLARED  
DISTANCE POLICY*



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



# Contents

Financial Services Guide	4
Enthusiast and its services	4
Product Disclosure Statement	6
The Insurer	6
General Insurance Code of Practice	6
Privacy Statement	6
Disclosure	7
Consequences if information is not provided	7
Access	8
Your cooling off rights	8
Your Duty of Disclosure	8
Applying for cover	9
Registering a claim	9
Your cover options	9
Insure your vehicle use	9
Nominate your drivers	10
Your benefits	10
What is not covered by your policy	10
Your sum insured – agreed value	11
Excesses that may apply to you	12
The cost of this insurance	13
We confirm transactions	14
Complaints and disputes	14
Financial Claims Scheme	14
Updating our Product Disclosure Statement	15
Our contact details	15
<b>Policy Wording</b>	<b>15</b>
Your insurance cover with Enthusiast	15
<b>Comprehensive Cover</b>	<b>16</b>
Loss or damage to your vehicle	16
Total loss of your vehicle	16
<b>Your additional benefits</b>	<b>16</b>
Emergency repairs	16
New vehicle replacement following total loss	16
Rental car following theft	18
Personal effects	18
Trailer cover	18
Emergency accommodation and completion of journey costs	18
Theft of keys and re-coding	18
Replacement of vehicle	20
Modifications	20
Choice of repairer and parts policy	20
Lifetime guarantee on repairs	20
Towing and storage	20

Salvage purchase	20
Salvage – automatic retention	20
Windscreen and window cover	22
<b>Your policy options</b>	<b>22</b>
Salvage rights	22
Windscreen and window cover	22
Lifetime No Claim Bonus Rating One protection	22
Rental car following an accident	24
Spare parts	24
<b>Third Party Property Damage Cover</b>	<b>26</b>
Legal costs	26
Substitute vehicle	26
Cleaning up costs	26
Supplementary bodily injury (other than compulsory third party)	28
<b>Your additional benefits</b>	<b>28</b>
Damage to your vehicle caused by an uninsured motorist	28
Lifetime guarantee on repairs	28
<b>General Exclusions</b>	<b>30</b>
Unlisted drivers	30
Unlicensed drivers	30
Driving under the influence (DUI)	30
Overloaded vehicle or unsecured load	30
Unlawful use	31
Unsafe vehicle	31
Motor trade	31
Hire fare or reward	31
War, riot or nuclear	31
Motor sport and driver training	31
Consignment	32
Deliberate, malicious or criminal act or use	32
Loss of use	32
Outside the period of insurance	32
Failure to disclose input tax credit	32
Terrorism	32
Limits on use	32
Nominated annual distance driven	32
Unregistered or unlicensed vehicle	33
Modifications	33
Anti-theft systems	33
Street parking	33
<b>General Conditions</b>	<b>33</b>
Nominated annual distance driven	34
Renewal	34
Reasonable protection and maintenance	35
Towing	35
Dangerous goods	35
Learner drivers	35
Restricted registration	35
Notice of changed circumstances	35
Changing your policy	36

Notices	36
Cancellation by you	36
Cancellation by us	36
Return premium after cancellation	37
Transfer of interest in policy	37
Obligations of third parties covered	37
Law and jurisdiction	37
GST & taxation	37
How you can pay your premium	38
Direct debit instalment payments	38
Unpaid premium	38
<b>Claims (what you must do)</b>	<b>38</b>
Do not admit liability	38
Third party	38
Witnesses	38
Prevent further damage	38
Contact tracking security	39
Contact police	39
Inform us as soon as possible	39
Obtain a quote from your choice of repairer	39
Authorising repairs	39
Make the vehicle available for inspection	39
Demands from other parties	39
Keep salvaged items	39
Other insurance	39
Entitlement to input tax credits	40
Co-operate and assist us	40
<b>Claims (what we must do)</b>	<b>40</b>
Excess	40
No claim bonus (NCB rating)	41
Deciding who is at fault	41
Choice of repairer	41
Vehicle salvage	41
Unavailable spare parts	41
Other insurance	42
Our right of recovery	42
<b>Glossary</b>	<b>42</b>
Common words	42
Vehicle use definitions	42
Words, phrases and their meaning	43

*Enthusiast Motor Insurance – beautiful cars rarely or less often driven – owned & loved by genuine Enthusiasts.*

### **Thank you for choosing Enthusiast**

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

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

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

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

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

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

The glossary content provides you with what we mean by certain defined terms in your insurance product.

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

### **Financial Services Guide**

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

### **Enthusiast and its services**

Enthusiast holds an Australian Financial Services Licence No. 396 716.

Our licence allows us to give general financial product advice on, and deal in, general insurance products.

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

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

Any advice provided by Enthusiast &/or our employees is general only and does not take into consideration your personal objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in the PDS and policy documents carefully. We recommend that you seek advice from an insurance broker or financial advisor if you require personal advice before making the decision to purchase, vary or cancel your insurance.

### **What we are paid**

Enthusiast is paid a commission of up to 13 percent calculated on the base premium not including any government charges.

We may also receive a profit share commission of up to 20% of premium. This commission is only payable to us if certain profitability targets are met.

We may pay commission, fees or other benefits to a person who refers you to us. If this person is an insurance broker or agent, please ask them for details of their remuneration and their FSG.

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

### **Our professional indemnity insurance**

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

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

### **What to do if you have a complaint**

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

If your complaint relates to our services (for example the advice we gave or how we issued the policy), contact our Complaints Officer on 1800 10 10 44 or lodge your complaint in writing at:

- In writing: PO Box 257, Ferny Hills 4055
- Email: [motor@enthusiast.com.au](mailto:motor@enthusiast.com.au)

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

We are a member of the Financial Ombudsman Service, an external dispute resolution scheme. If you are unsatisfied with the manner in which we handle your complaint about our services, you are entitled to take your complaint to them. Their contact details are on page 14. You can access their service for free and any decision they make is binding on us but not on you.

## **Product Disclosure Statement**

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

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

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

### **The Insurer**

Assetinsure Pty Ltd, ABN 65 066 463 803, (Assetinsure) is the issuer of this insurance policy. The registered office of Assetinsure is Level 21, 45 Clarence Street Sydney NSW 2000.

Assetinsure Pty Ltd (Assetinsure) is authorised by the Australian Prudential Regulation Authority (APRA) to conduct general insurance business. Assetinsure is ultimately owned by CBL Corporation Limited (CBL), which is dually listed on the Australian and New Zealand Stock Exchanges. As a locally licensed company, Assetinsure has to continuously comply with rigorous capital adequacy, liability valuation, risk management and reporting requirements. The company specialises in particular segments of the commercial insurance market. For further information please visit our website at [www.assetinsure.com.au](http://www.assetinsure.com.au)

You can contact Assetinsure by:

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

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

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

### **Privacy Statement**

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

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

We may use your personal information for other purposes if you consent. This may also be the case in other limited circumstances permitted under the Privacy Act 1988, such as where you would



reasonably expect us to do so and/or the other purpose is related to the purpose for which we collected the information.

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

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

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

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

If you require any other information regarding Privacy please contact; The Privacy Officer, by post at Assetinsure Pty Ltd, Level 21, 45 Clarence Street, Sydney NSW 2000, by e-mail at [privacy@assetinsure.com.au](mailto:privacy@assetinsure.com.au) or phone (02) 8274 2898

## **Disclosure**

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

## **Consequences if information is not provided**

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

## **Access**

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

## **Your cooling off rights**

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

## **Your Duty of Disclosure**

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

### **Your duty of disclosure for new policies.**

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

### **Your duty of disclosure for renewals**

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

### **What you are not required to disclose**

Your duty however does not require disclosure of a matter:

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

### **Who needs to tell us?**

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

## **If you do not tell us.**

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your policy in respect of a claim or cancel it. If the non-disclosure is fraudulent, we may be able to treat your policy as if it never existed.

## **Applying for cover**

When applying for this insurance, you must complete an application. We will use and rely upon the information supplied by you to decide the insurance cover we will provide to you. If you obtain a quote on the internet, the information you provide during our automated quoting process, replaces a written application. By accepting the quote you confirm to us that all information supplied by you and displayed on the quote is accurate.

We provide cover to you based upon the terms contained in this Combined FSG, PDS & Policy wording and the schedule that we will issue to you (policy documents).

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

## **Registering a claim**

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

## **Your cover options**

There are two options available to you:

<b>OPTION</b>	<b>DESCRIPTION OF COVER</b>
<b>Comprehensive</b> (including Third Party Property Damage)	<ul style="list-style-type: none"><li>• Loss or damage to your vehicle</li><li>• Your legal liability to other people (other than covered under CTP)</li></ul>
<b>Third Party Property Damage</b>	<ul style="list-style-type: none"><li>• Your legal liability to other people (other than covered under CTP)</li></ul>

## **Insure your vehicle use**

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

- **Private use;**
- **Business use;**
- **Restricted Registration** – Historic/Concessional/Conditional Registration;
- Any of the above mentioned usage types include nominated annual distance driven cover and Laid Up cover options.

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

## **Nominate your drivers**

We only cover drivers listed in the schedule and nominated to a particular vehicle in the schedule.

For example, if you insure three vehicles with us, all persons driving the vehicle must be listed as a driver against that vehicle in order to be insured.

- Vehicle 1 listed drivers: John Smith, Mary Smith, Jim Smith
- Vehicle 2 listed drivers: John Smith, Jim Smith
- Vehicle 3 listed driver: Mary Smith

Only Mary Smith is covered whilst driving vehicle 3.

## **Your benefits**

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

### **Applicable to Comprehensive cover only**

Following an accident or theft:

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

### **Applicable to Third Party Property Damage cover**

Following an accident:

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

### **Applicable to all covers**

- Using a substitute vehicle;
- Cleaning up costs after an accident.

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

- Salvage rights if your vehicle is a total loss;
- Free Windscreen or side/rear window cover;
- Lifetime maximum no claim bonus rating protection;

- Rental car costs following accident;
- Spare parts cover.

## **What is not covered by your policy**

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

- If your vehicle is driven by a driver who is not listed in the schedule as a driver of the vehicle at the time an accident occurs;
- If your vehicle is left unattended and stolen and a stipulated immobiliser or security device is non-operational;
- If a stipulated immobiliser or security device has not been fitted or properly maintained and your vehicle is stolen;
- If you do not use your vehicle in accordance with the requirements under any registration, permit or licence;
- If your vehicle is being driven by someone affected by drugs or alcohol;
- If your vehicle is being driven by or in the custody of any person under the age of 25 unless that person has been accepted by us and is nominated as a driver of the particular vehicle in your schedule;
- If you have not disclosed all driver details including the complete driving history of any person to be covered under your policy;
- Using your vehicle for a purpose other than as listed in your schedule;
- If your vehicle is regularly parked on the street overnight.

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

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

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

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

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

## **Your sum insured – agreed value**

You can select to cover your vehicle for:

- An agreed value. We will pay you up to this amount if you suffer a covered loss;
- You must ensure that you are happy with the extent of cover provided by your policy. If not, you may not receive the cover you want.

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

## **Excesses that may apply to you**

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

The description and the amount of excess are listed in the schedule. The excess can depend on several factors associated with the risk including the type and value of the vehicle, the age and experience of the driver, and modifications and/or accessories attached to the vehicle.

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

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

### **COST DESCRIPTION**

**Excess**

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**Contribution/depreciation**

---

**Reimbursement of claims cost and/or payments already made to you**

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

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## The cost of this insurance

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

- The vehicle make;
- The value of your vehicle;
- The distance driven per year and for what purpose;
- The type of cover you requested;
- If your vehicle is modified;
- The location and parking situation of the vehicle;
- Your age;
- Your driving history;
- Your insurance and claims history;
- The policy options you choose;

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

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

### DETAIL OF COSTS

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

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

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

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

## ***We confirm transactions***

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

## ***Complaints and disputes***

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

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

If they cannot provide immediate resolution, you can request that our internal resolution process further consider the matter. To do this you may contact the Enthusiast Compliance Manager in person, by telephone or electronically or in writing. If you are not happy with our decision you may take your complaint to the Financial Ombudsman Service (FOS). This is an independent external disputes resolution service that is free to consumers. They have a claims review panel that adjudicates on claims. Further information about FOS is available from:

### **Financial Ombudsman Service**

GPO Box 3

Melbourne VIC 3001

Phone: 1300 780 808

Email: [info@fos.org.au](mailto:info@fos.org.au)

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

## ***Financial Claims Scheme***

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



## **Updating our Product Disclosure Statement**

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

## **Our contact details**

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

## *Policy Wording*

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

## **Your insurance cover with *Enthusiast***

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

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

- **Comprehensive Cover or**
- **Third Party Property Damage Cover** (commonly known as TPPD cover).

The extent of cover for your vehicle may be limited, and depends on which of the following usage types is specified in your schedule and the nominated annual distance driven:

- **Private use;**
- **Business use;**
- **Restricted/Historic/Concessional/Conditional Registration;**

Some additional benefits under the policy may be subject to vehicle age and nominated annual distance driven as listed in the schedule.

# Comprehensive Cover

## YOU ARE COVERED

### Loss or damage to your vehicle

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

We will pay, at our option:

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

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### Total loss of your vehicle

If your vehicle is:

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

We will pay, at our option:

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

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## Your additional benefits

Provided we agree to pay a claim under your Comprehensive cover, the following additional benefits apply:

## YOU ARE COVERED

### Emergency repairs

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

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### New vehicle replacement following total loss

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

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

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

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

## YOU ARE NOT COVERED

We will not pay for:

- If at the time of loss, the vehicle is driven by a person not listed in your schedule and not nominated as a driver for the particular vehicle;
- Depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure;
- Damage to the tyres on your vehicle caused by the application of brakes or by road punctures, cuts or bursts;
- Loss resulting from lawful seizure, repossession or other operations of law;
- Theft of your vehicle after an accident or breakdown if reasonable steps to protect or safeguard your vehicle had not been taken.

## YOU ARE NOT COVERED

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

We will not replace your vehicle under this benefit if:

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

## **Your additional benefits (cont)**

### **YOU ARE COVERED**

#### **Rental car following theft**

If your nominated annual distance driven is more than 8,000 km and your vehicle is stolen and you need to rent a replacement then, we will pay for rental car costs up to the earliest of the following times:

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

#### **Personal effects**

We will pay for accidental damage to personal effects.

#### **Trailer cover**

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

#### **Emergency accommodation and completion of journey costs**

If your vehicle is damaged or stolen we will pay incurred accommodation and travel expenses. A payout under this benefit will not penalise your No Claim Bonus Rating .

#### **Theft of keys and re-coding**

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

## YOU ARE NOT COVERED

We will not pay

- Any deposit required for the hire car or any running costs associated with the hire car;
- If your nominated annual distance driven is less than 8,000 km.
- More than \$1,500 under this benefit.

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We will not pay:

- For personal effects not belonging to you or a member of your family;
- Unless damage is caused by an event that results in a claim for damage to your vehicle;
- Goods carried in connection with any business or occupation unless your policy states the vehicle in question is covered for business use;
- For money or negotiable documents;
- More than \$500 under this benefit.

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We will not pay under this benefit if:

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

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We will not pay:

- If you are less than 150 kilometres from where your vehicle is regularly kept;
- More than \$750 for any one event.

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We will not pay:

- Unless the theft of your keys has been reported to the police;
- If the keys were stolen or taken by a family member, a person whom resides with you, an invitee, or a person otherwise known to you;
- More than \$1,000 under this benefit.

Cover under this benefit does not entitle you to claim for a hire car or any other additional benefit.

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## **Your additional benefits (cont)**

### **YOU ARE COVERED**

#### **Replacement of vehicle**

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

We will continue to insure your replacement vehicle if:

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

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#### **Modifications**

Modifications which you have listed in your schedule or you have given us details of in writing and which we have accepted.

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#### **Choice of repairer and parts policy**

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

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#### **Lifetime guarantee on repairs**

We will guarantee the workmanship and materials on all repairs authorised by us for the life of the vehicle. If you are concerned about repair quality you must contact us and make your vehicle available to us for inspection. If we agree we will authorise any necessary rectification works.

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#### **Towing and storage**

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

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#### **Salvage purchase**

If we pay you because your vehicle becomes a total loss and you have not purchased the salvage option as available for vehicles between 15-30 years old, and subject to the terms and conditions of this policy, you are not entitled to salvage rights, you may choose to purchase the salvage of your vehicle at a fair and reasonable price stipulated by us.

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#### **Salvage – automatic retention**

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

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## YOU ARE NOT COVERED

The sum insured of the replacement vehicle will not exceed:

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

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Where the modification is an audio and/or visual system, or a component of such system, then the maximum we will pay is \$2,500.

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We will not pay for:

- Repairs not authorised by us;
- If we have any reason to believe the repairer of your choice is not suitable, we may elect to obtain an alternative quote
- Airfreight for parts not available in Australia;
- If the repairs to your vehicle put it in a better condition than it was prior to the loss, we may also require you to contribute to the cost of the repairs.

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We will not guarantee:

- Repairs not authorised by us;

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

We will not pay more than 72 hours storage costs

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

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

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## **Your additional benefits (cont)**

### **YOU ARE COVERED**

#### **Windscreen and window cover**

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

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## *Your policy options*

### ***(customise your policy to suit you)***

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

The following options are only available where you have selected Comprehensive cover:

### **YOU ARE COVERED**

#### **Salvage rights**

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

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#### **Windscreen and window cover**

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

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#### **Lifetime No Claim Bonus Rating One protection**

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

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## YOU ARE NOT COVERED

We will not pay:

- for broken glass in sunroofs
- for more than one windshield or window broken in any one period of insurance;
- more than \$1,500 under this benefit;
- for replacement rubber or seals due to wear and tear or deterioration
- for chips or scratches that do not affect the structural integrity of the glass

## YOU ARE NOT COVERED

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

We will not pay:

- For broken glass in sunroofs
- For more than one windshield or window broken in any one period of insurance;
- more than \$1,500 under this benefit for replacement rubber or seals due to wear and tear or deterioration
- for chips or scratches that do not affect the structural integrity of the glass

You must provide evidence of your No Claim Bonus Rating One

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

Your claims history is still a factor in deciding whether we will offer you renewal and on what terms and conditions we apply.

## **Your Policy Options (cont)**

### **YOU ARE COVERED**

#### **Rental car following an accident**

If your nominated annual distance driven is more than 8,000 km and your vehicle is damaged in an accident and you need to rent a replacement then, we will pay for rental car costs.

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

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

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

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#### **Spare parts**

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

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## YOU ARE NOT COVERED

This benefit will finish:

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

We will not pay:

- If your nominated annual distance driven is less than 8,000 km.
- More than \$1,500 under this benefit.

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We will not pay:

- For theft unless consequent upon violent and forcible entry to the storage premises;
  - If the theft or fire is not notified to the relevant authorities.
  - More than \$2,500 during any one period of insurance
-

## *Third Party Property Damage Cover*

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

### **YOU ARE COVERED**

- We will pay for damage caused to another person's vehicle or other property resulting from an accident if you are required to by law when you, or a listed driver in your schedule and nominated for the vehicle, was driving the vehicle.
- We will cover your legal liability when you have a trailer or caravan lawfully attached to your vehicle.

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#### **Legal costs**

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

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#### **Substitute vehicle**

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

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#### **Cleaning up costs**

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

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## YOU ARE NOT COVERED

We will not pay for:

- If at the time of loss, the vehicle is driven by a person not named in your schedule
- Damage caused by your vehicle to another vehicle or other property owned by you or a person who normally lives with you or lives with the driver of your vehicle.  
Legal liability claims:
  - Where there is insurance required by law that
  - Provides cover for the liability;
  - Relating to a person whom we have not listed as a driver of your vehicle;
- Claims where, in the 5 years before the occurrence of any accident, the driver has:
  - Been refused motor vehicle insurance or has it withdrawn, cancelled or its renewal declined or refused; or
  - Had their driver or motorcycle rider licence cancelled, suspended, downgraded, lapsed or any special conditions imposed;
- Unless we were made aware of these circumstances and agreed to insure the driver;
- Claims arising from any agreement or contract you, or a covered person entered into, unless you or they would have been liable despite the agreement or contract;
- Penalties, fines or awards of aggravated, exemplary or punitive damages made.

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We will not pay for:

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

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We will not pay if the substitute vehicle is:

- Subject to a self-drive hire or rental agreement;
  - Unregistered and the nominated annual distance driven is less than 8,000km.
  - Otherwise insured.
-

## **Third Party Property Damage Cover (cont)**

### **YOU ARE COVERED**

#### **Supplementary bodily injury (other than compulsory third party)**

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

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

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### *Your additional benefits*

If you have elected to insure Third Party Property Damage only, the following additional benefits apply:

### **YOU ARE COVERED**

#### **Damage to your vehicle caused by an uninsured motorist**

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

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

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#### **Lifetime guarantee on repairs**

We will guarantee the workmanship and materials on all repairs authorised by us for the life of the vehicle. If you are concerned about repair quality you must contact us and make your vehicle available to us for inspection. If we agree we will authorise any necessary rectification works.

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## **YOU ARE NOT COVERED**

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We will not pay:

- Any amount that is insurable under any statutory or compulsory insurance,
  - Any claim in respect of death or bodily injury to any member of your family or the driver of your vehicles' family, or any person who usually lives with you
  - Any claim in respect of death or bodily injury to the driver of your vehicle or any employee or agent, contractor or subcontractor of you or the driver of your vehicle.
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## **YOU ARE NOT COVERED**

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

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We will not guarantee:

- Repairs not authorised by us;
-

## General Exclusions

### **(when we will not pay a claim)**

These exclusions apply to your policy.

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

#### **Unlisted drivers**

Your vehicle being driven by any person that is not listed in your schedule and not nominated to that particular vehicle as a driver. However we will pay if the vehicle is driven by a licensed driver:

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

#### **Unlicensed drivers**

Your vehicle being driven by any person listed in your schedule and nominated to that particular vehicle, who is not licensed to drive your vehicle under all relevant laws, by-laws and regulations.

#### **Driving under the influence (DUI)**

Your vehicle being driven by any person listed in your schedule and nominated to that particular vehicle:

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

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

#### **Overloaded vehicle or unsecured load**

Your vehicle being used to carry a greater number of passengers or convey or tow a load exceeding that for which your vehicle was constructed, which is over the legal limits or not secured according to law. We will pay if you prove the loss, damage or liability was not caused or contributed to by such greater number of passengers or load, or by the load being unsecured.



## ***Unlawful use***

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

## ***Unsafe vehicle***

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

## ***Motor trade***

Your vehicle being used in relation to the motor trade for experiments, tests or trials.

## ***Hire fare or reward***

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

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

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

## ***War, riot or nuclear***

Any of the following regardless of any contributing cause or event:

- War, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, riot, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- Radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.

## ***Motor sport and driver training***

Your vehicle being used by any person listed as a driver in your schedule and nominated to that particular vehicle:

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

However we will cover your vehicle being used by any person listed as a driver in your schedule and nominated to that particular vehicle whilst participating in a Touring Road Event (TRE) or Touring Assembly (TA) operating under a permit issued by the Confederation of Australian Motor Sport (CAMS) where we have agreed to provide cover and you agree to pay us any additional premium and/or excess we may require.

### **Consignment**

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

### **Deliberate, malicious or criminal act or use**

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

### **Loss of use**

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

### **Outside the period of insurance**

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

### **Failure to disclose input tax credit**

Any GST, fine, penalty or charge for which you are liable arising out of your misrepresentation of, or failure to disclose, your actual input tax credit entitlement in the settlement of any claim or premium relating to your policy.

### **Terrorism**

Any act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of terrorism regardless of any other contributing cause or event.

### **Limits on use**

Your vehicle being used:

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

### **Nominated annual distance driven**

We will not pay any claim where your car's odometer:

- has been tampered with, replaced or manipulated to alter the odometer reading; or
- is not working and you have not had it repaired; or
- the reading is less than the start odometer reading listed in your schedule, unless you have notified us and explained why and we have agreed in writing to the explanation provided.

- if you have exceeded the nominated annual distance driven at the time a claim occurs we will charge you an additional excess. The additional excess payable will be listed in your schedule.

### **Unregistered or unlicensed vehicle**

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

### **Modifications**

Not agreed by us and not listed in your schedule.

Any modifications or the fitting of a device that contravenes the requirements of the Australian Design Rules [ADRs] or where allowed, the Australian Vehicle Standards Rules [AVSR]. These modified vehicles must also comply with the applicable in-service requirements of the AVSR, or any of the general safety provisions. Compliance with the AVSR also means compliance with the equivalent regulations of a State or Territory of Australia.

### **Anti-theft systems**

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

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

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

### **Street parking**

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

## *General Conditions*

### **(applicable to your policy)**

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

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

## ***Nominated annual distance driven***

Where you have selected and declared a limit on the annual kilometres that you drive, we have provided you with a discounted premium to match the distance driven by your vehicle. By nominating the annual distance driven you have agreed to drive your vehicle no more than the agreed kilometre limit.

This is the maximum distance you expect to drive during the period of insurance and it will be listed in your schedule for each insured vehicle.

### **You must:**

- Provide an accurate odometer reading at the commencement of your policy for each insured vehicle, if we ask, when we vary your policy, when you renew it, or if you lodge a claim;
- Ensure you nominate an adequate kilometre limit for your period of insurance for each insured vehicle;
- Regularly check your odometer to ensure your kilometre limit has not been exceeded on each insured vehicle.

Please contact us if you want to increase your kilometre limit at any time during the period of insurance. We may charge an additional premium for any increase in kilometre limit.

We will not refund premium for any “unused” kilometres during the period of insurance and we will only reduce your declared annual distance driven at renewal. “Unused” kilometres can also not be transferred to other vehicles if you have listed multiple vehicles in one schedule.

### **We reserve the right to check the odometer reading you provide by:**

- inspecting your car;
- asking you to take your car to an agent that we choose; and
- asking you for documents, such as photographs, your car’s service records or registration inspection certificate.

### **We will not pay any claim where your car’s odometer:**

- has been tampered with, replaced or manipulated to alter the odometer reading; or
- is not working and you have not had it repaired; or
- the reading is less than the start odometer reading listed in your schedule, unless you have notified us and explained why and we have agreed in writing to the explanation provided.
- if you have exceeded the nominated annual distance driven at the time a claim occurs we will charge you an additional excess. The additional excess payable will be listed in your schedule.

## ***Renewal***

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

## **Reasonable protection and maintenance**

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

## **Towing**

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

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

## **Dangerous goods**

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

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

## **Learner drivers**

Only available where you have Comprehensive Cover – and only applies to motor vehicles and specifically excludes motor cycles.

Any person driving your vehicle on a learner permit must be accepted by us and listed in your schedule and nominated to that particular vehicle for cover to apply. The listed learner driver will only be covered whilst operating the nominated vehicle under instruction from an experienced, fully licensed driver listed in your schedule and nominated to that particular vehicle. Cover will be subject to the terms of Combined FSG/PDS & Policy Wording. A learner driver excess will apply when you list the learner driver.

## **Restricted registration**

If we have accepted your vehicle based on it being granted club, historic or other designated special limited use registration status by a relevant statutory body, we will show this status in your schedule as restricted registration. You must only drive your vehicle in accordance with the special registration or permit requirements or we will not pay a claim.

## **Notice of changed circumstances**

You must give us notice as soon as possible:

- Of any change in or addition to the person or persons who will drive your vehicle(s);
- Where any driver or motorcycle rider licence is restricted, suspended, cancelled or special terms or conditions imposed;
- Of particulars of any motor accidents involving you or any person listed as a driver in your schedule;
- Of particulars of any criminal offences for which you or any person listed as a driver in your schedule is charged or convicted of;

- Of particulars of any conversion, alteration or modification of your vehicle from its maker's specifications. You must pay us any additional premium if required;
- Any change in garaging or how your vehicle is regularly kept overnight;
- If any immobiliser or security system ceases to be in good working order.

### **Changing your policy**

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

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

### **Notices**

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

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

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

### **Cancellation by you**

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

### **Cancellation by us**

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

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

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

- When another contract of insurance is taken out by you to replace your policy;
- At 4.00pm Local Standard Time of the third business day after

the day on which notice was given to you or such later time as we may specify in the notice.

### ***Return premium after cancellation***

After cancellation and subject to your cooling off period rights (see Combined FSG, PDS & Policy Wording), we will refund the unexpired portion of your premium (excluding GST and government charges).

However, if we pay your claim for a total loss, then your cover under your policy ends and we are entitled to keep the full annual premium for this vehicle.

### ***Transfer of interest in policy***

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

### ***Obligations of third parties covered***

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

### ***Law and jurisdiction***

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

### ***GST & taxation***

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

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

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

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

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

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

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

If you make a claim and we are obliged by law to withhold any amount from the payment in order to satisfy that law (for example,

because you have not provided your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this policy (even though you have not received the withheld amount).

### **How you can pay your premium**

You can pay your premium either annually in one amount using cheque, EFT, credit card or direct debit or in monthly instalments by direct debit or credit card.

### **Direct debit instalment payments**

When you provide us with credit card details to debit your instalment, you must ensure that you have the authority to use the nominated account. It is also your responsibility to ensure that sufficient funds are in the nominated account to meet each instalment. Payment defaults may incur a reprocessing fee.

If the instalment collection date falls on a non-business day, we will debit your bank account or credit card on the following business day. If there are insufficient funds, we will resubmit the debit within 15 days unless you request us to do so sooner or advise us of an alternative account or credit card to debit.

If the financial institution holding your account returns or dishonours a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs we incur arising from the payment being returned or dishonoured.

### **Unpaid premium**

If you have chosen to pay your premium annually, your policy will not operate until you have paid your premium.

If you have chosen to pay your premium by instalments and your Instalment is not paid we will not accept your claim if your instalment is 7 days overdue and we may cancel the policy if your instalment is more than 1 month in arrears.

In the event of a total loss, any balance of the annual premium will become due before settlement of the claims. Alternatively it may be deducted from the settlement of your claim.

## *Claims*

### **(what you must do)**

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

### **Do not admit liability**

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

### **Third party**

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

### **Witnesses**

Obtain any witness names, addresses and contact phone number.

### **Prevent further damage**

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



## **Contact tracking security**

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

## **Contact police**

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

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

## **Inform us as soon as possible**

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

## **Obtain a quote from your choice of repairer**

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

## **Authorising repairs**

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

## **Make the vehicle available for inspection**

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

## **Demands from other parties**

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

## **Keep salvaged items**

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

## **Other insurance**

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

## **Entitlement to input tax credits**

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

## **Co-operate and assist us**

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

## *Claims*

### **(what we will do)**

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

### **Excess**

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

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

### **Standard excess**

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

### **Kilometre excess**

Applies when at the time of the accident the actual kilometres driven since the commencement of the policy period exceed the nominated annual distance driven. This excess is additional to the standard excess and will be listed in your schedule. Unless a higher amount is listed in your schedule, this excess is \$2,000.

### **Driver age excess**

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

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

### **Driver inexperience excess**

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

### **Learner driver excess**

Applies when a learner driver listed in your schedule and nominated to that particular vehicle and accompanied by a listed driver in the schedule for the particular vehicle was driving the vehicle at the time of the accident. This excess is additional to the standard excess. Unless a higher amount is listed in your schedule, this excess is \$500.

### **Special imposed excess**

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

### **Custom paint excess**

Applies if your schedule states that your vehicle has been modified with custom paint or airbrush artwork. This excess is additional to the standard excess. Unless a higher amount is listed in your schedule, this excess is \$2,000.

### **4 wheel drive excess**

Applies when your vehicle is a 4 wheel drive vehicle and has suffered accidental loss or damage whilst being operated within any area other than a gazetted road. This excess is additional to the standard excess. Unless a higher amount is listed in your schedule, this excess is \$1,000.

### **No claim bonus (NCB rating)**

Your NCB Rating is not affected if:

- You have a lifetime maximum NCB Rating;
- If the driver of your vehicle at the time of the accident did not, in our opinion, contribute to the cause of the accident, however, you must give us the name and address of the owner and driver or party responsible and the registration of the other vehicle involved in the accident.

### **Deciding who is at fault**

We will decide whether you or the driver acting with your consent contributed to the cause of an accident.

### **Choice of repairer**

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

### **Vehicle salvage**

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

### **Unavailable spare parts**

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

## **Other insurance**

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

## **Our right of recovery**

We have the right to exercise your legal rights to conduct, defend or settle any legal or recovery action that we consider necessary and to do so in your name. If we recover more than the amount we have paid to you or on your behalf, we will pay you the balance.

## **Glossary (what these words mean)**

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

### **Common words**

**You, your** means the person or persons named as the insured in the schedule.

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

### **Vehicle use definitions**

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

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

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

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

- Within the “Private” use definition (above) and is registered for business use and/or is used for income producing purposes;

**Restricted/Historic/Concessional/Conditional Registration** – means we will cover you whilst your vehicle is used in accordance with your state or territory’s regulations for Restricted Historic Registration use

**Nominated annual distance driven** – Where you have agreed to and selected a vehicle usage that limits the annual kilometres that you drive, the limit is listed in your schedule under nominated annual distance driven. This represents the total kilometres you are permitted to drive during the period of insurance. You can increase this limit at any time.

**Laid up** – means when your vehicle, including when it is unregistered, is being restored or is in storage. Cover includes transit of the vehicle to and from places of repair, movement on and off trailers or whilst being towed. Cover also includes display of the vehicle at car shows and other related events but not if your vehicle is on consignment.

## **Words, phrases and their meaning**

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

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

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

**Driver, drivers** – means the operator/s of your vehicle and includes the rider/s of a motorcycle excepting that, any person is excluded from driving under this policy unless we have accepted them and they are listed in the schedule as a driver.

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

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

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

**GST** – is Goods and Services Tax.

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

**Motor sport** – means any form of motor vehicle or motorcycle racing or sport, whether formally or informally arranged or impromptu, including, but not limited to: racing, circuit racing, rallying, Bash Events, karting, demonstration, pacemaking, hill climbing, drifting, drag racing, speedway racing, reliability or regularity trial, speed time test, motorkhana, khanacross, touring assemblies, observed section trials, power cruises and off road events such as rock crawling or mud racing.

## **Glossary (cont)**

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

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

**Modification, modifications** – means alterations or additions to your vehicle that alter its safety, performance, handling or appearance. Modifications include but are not limited to body, exhaust, transmission and suspension.

**Period of insurance** – are the dates, listed in the schedule, during which your cover is valid.

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

**Premium** – is the amount you pay us for your insurance cover.

It includes any compulsory government statutory charges, levies, duties and taxes where applicable.

**Race track or testing ground** – means:

- a road or other surface which is used as a race track or testing ground, or
- a public road (whether made or unmade) that, for the purpose of a motor sport event, has temporarily been closed for use by the general public

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

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

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

**Security device** – is an immobiliser, self-arming engine immobiliser, vehicle alarm, vehicle tracking device, rendering the vehicle inoperable or other anti-theft system fitted to your vehicle which we may require.

**Terrorism** – means an act, including but not limited to, the use of, or threat of, force or violence by any person or group/s of persons, whether acting alone or on behalf of or in connection with any organisation/s or government/s, which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.

**Total loss** – means where we decide to pay you the sum insured for your vehicle. This is usually when the cost of repairs to your vehicle is more than the sum insured, less any amount we can obtain for the salvage of your vehicle.

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

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

- Its standard tools, accessories and/or appliances;

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

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Enthusiast Underwriting Pty Ltd AFS

Licence Number 396 716

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