



KenTame

and associates pty ltd

RECREATIONAL VEHICLE
INSURANCE SPECIALISTS

Private Vehicle Insurance

Policy Document and
Product Disclosure Statement



The Insurer of this product is:
Allianz Australia Insurance Limited
ABN 15 000 122 850
AFS Licence No. 234708

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Our Product Disclosure Statement

This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act and contains information designed to help you decide whether to buy the policy.

About the available cover

By way of summary only (refer to policy for full terms, conditions, exclusions and limits):

Comprehensive Cover – provides cover for:

- Accidental loss or damage to your vehicle up to an agreed value (i.e. a set amount we agree with you) or market value (i.e. the cost to replace your vehicle with a vehicle of the same make, model, age and condition as your vehicle immediately prior to the loss or damage but excluding costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees).
- Your legal liability up to \$20 million each event (including certain legal defence costs), for damage to other people's property caused by a motor vehicle accident which is your fault.
- A number of other additional benefits.
- Optional cover for protected no claim bonus.

Understanding your policy and its important terms and conditions

To properly understand this policy's significant features and benefits you need to carefully read:

- about the available cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see the "Introduction" section);
- "When we will not pay your claim" section (this restricts the cover and benefits);
- "Conditions of cover" and "Making a claim" sections (these set out certain obligations that you and we have. If you do not meet them we may be able to refuse to pay a claim); and
- "Other information" section (this contains important information on your duty of disclosure, our privacy policy and our dispute resolution process).



When you apply for the policy by completing our application we agree with you on things such as: the period of insurance; your premium; what property you want to cover; the limits you want for certain covers (if optional); excesses that will apply to you or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule we issue to you.

When you enter into the policy you confirm and warrant that you have read the policy documents provided to you.

The base premium we charge varies according to your risk profile (e.g. where you live, the type of property being insured, amount of cover required, other persons insured and relevant claims history etc). In some cases discounts may apply if you meet certain criteria we set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST and Fire Services Levy where applicable) plus any additional charges we tell you of. In some cases a service fee may apply where you pay your premium by instalments. We tell you the total amount payable when you apply and if you effect cover, the amounts due will be confirmed in your schedule.

This policy sets out the cover we are able to provide you with. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and have to bear part of any loss you are not covered for yourself. To avoid this, people seek to set the sum insured for the relevant property being insured at its estimated replacement value.

You should also read the “GST Notice” section on page 23, to understand how GST is applied to a claim.

If you have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover.

Cooling off period and cancellation rights

You have a cooling off period of fourteen (14) days from the date you purchased your policy. During this period you may cancel your policy and receive a refund of your premium unless:

- a. you have made a claim; or
- b. the period of insurance has ended.

We may deduct from your refund amount any reasonable administrative and transaction costs incurred by us that are

reasonably related to you buying and cancelling your policy and any government taxes or duties we cannot recover.

After the cooling off period has ended, you still have cancellation rights (refer to “Conditions of cover” “Cancellation rights under the policy” on page 22 for full details).

Preparation Date: 01/09/2012

Updating the PDS

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided on the back cover of this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.



Introduction

About Ken Tame & Assoc and Allianz Australia

The insurer of this policy is Allianz Australia Insurance Limited AFS Licence No: 234708 (ABN 15 000 122 850) (Allianz). Ken Tame & Associates Pty Ltd (Ken Tame and Assoc) AFS Licence No: 246937 (ABN 48 057 816 172) is an Australian organisation that specialises in providing insurance products for recreational vehicles and personal insurances including private motor. Ken Tame & Assoc has been authorised by Allianz to arrange and enter into this insurance and deal with and settle any claims under it as the agent of Allianz (not you) under a binder authority. This means that in doing these things Ken Tame & Associates acts as if it were Allianz.

What your policy consists of

Your policy consists of:

- this Ken Tame & Assoc Private Vehicle insurance document which sets out details of your cover and its limitations, and
- a schedule, issued by us, which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the current schedule in the policy document; and
- any other changes to the standard terms of the policy otherwise notified and agreed by us in writing (e.g by way of an endorsement or supplementary PDS). These changes may vary or modify the above documents.

You should carefully read and retain your insurance policy document and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. These are all important documents and should be carefully read together and kept in a safe place for future reference. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule. We reserve the right to change the terms of the policy where permitted to do so by law.

Our agreement with you

We will insure you for accidental physical loss or damage or legal liability which happens within Australia arising out of the events set out in your policy during the period of

insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you have selected when you applied for cover and which the current schedule indicates is in force,
- of the verbal and/or written information provided by you which you gave after having been advised of your duty of disclosure either verbally or in writing. If you failed to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of avoiding your policy from the effective date stated in the current schedule.

For your assistance we have provided a full explanation of your duty of disclosure and the consequences of non-disclosure, under the heading “Your Duty of Disclosure”, on page 30.

Words with special meanings

Some of the words in your policy have special meanings wherever they appear. These words and their meanings are defined below.

“agreed value” means the amount which we agree to insure your vehicle up to as shown in your current schedule.

“declined driver” means a driver, noted in the current schedule as a declined driver who is not insured under your policy.

“excess” means the amount(s) shown in the current schedule which you must pay when you make a claim under your policy.

“market value” means the cost to replace your vehicle with a vehicle of the same make, model, age and condition as your vehicle immediately prior to the loss or damage but excluding costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees.

“nominated driver” means a driver, noted in the current schedule as a nominated driver, you have advised us will drive your vehicle.

“period of insurance” means the period of time commencing on the effective date stated in the current schedule and ending on the expiry date stated in the current schedule.



“personal effects” means personal items owned by you which are designed to be worn or carried, but not including:

- cheques, money, credit cards or negotiable instruments, or
- firearms, or
- tools or items used in connection with a business or occupation, or
- personal music devices, or portable Global Positioning Systems (GPS).

“policy” means this document, the current schedule and any other changes to the standard terms of the policy otherwise notified and agreed by us in writing (e.g by way of an endorsement or supplementary PDS).

“recoverable” means to recoup the expenses we incurred in providing cover for any accidental loss or damage to your vehicle or in covering any of your legal liability costs after a claimable event. An event that would not be recoverable includes, but is not restricted to, an at fault claim, a not at fault claim where you are unable to provide us with the responsible party’s name, address and vehicle registration number, any storm or naturally occurring event and a collision with an animal. Your No Claim Bonus may be affected and an excess may be required for any claimable event that is not recoverable by us, unless otherwise stated in your policy.

“substitute vehicle” means a vehicle similar to your vehicle which has been hired or borrowed because your vehicle is being repaired, serviced or is not drivable because of a mechanical breakdown.

“total loss” means when, in our opinion, the vehicle or trailer is so badly damaged that it would not be either safe or economical for us to repair, or when it has not been found within 14 days of you reporting its theft to us.

We will not treat a vehicle as uneconomical to repair if the salvage value to us, plus the cost of repairs to us, is less than the:

- replacement value - where a total loss gives you the right to a replacement vehicle under the policy, or
- agreed value - if your vehicle is insured for an agreed value, or
- market value - if your vehicle is insured for market value,

unless otherwise notified to you by us in writing.

“vehicle usage” means the use of your vehicle, which you have told us about. This is shown on your current schedule. Vehicle usage may be either:

- **“business”** which means any vehicle which:
 - is registered as a business vehicle, or
 - is used for income earning purposes.
- **“private”** which means any type of use other than business use.

“we”, “our” or “us” means Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000 (the insurer of your product) acting through it’s agent Ken Tame & Assoc Pty Ltd AFS licence No 246937 ABN 24 000 036 279.

“you” or “your” means the person(s) named in the current schedule as the insured.

“your vehicle” means the registered vehicle shown on your current schedule including:

- its standard tools, modifications and accessories as supplied by the manufacturer, and/or other non standard accessories fitted by the insured .



Comprehensive Cover

Cover for accidental loss or damage to your vehicle

We will cover you for accidental physical loss (including theft) or physical damage to your vehicle.

At our option we will:

- a. repair your vehicle; or
- b. pay you the reasonable cost of repairing your vehicle; or
- c. pay you the market value of your vehicle when the current schedule shows that your vehicle is insured for market value; or
- d. pay you the agreed value of your vehicle when the current schedule shows that your vehicle is insured for an agreed value.

The current schedule will show if your vehicle is insured for market value or agreed value.

Further we will adjust your claims payment in accordance with the GST provision shown under the “Conditions of cover”, “GST Notice” on page 23.

On the date we confirm that we will pay a claim for total loss, all cover will cease for that vehicle, except where a replacement vehicle is provided by us – (see below).

Replacement of new vehicle after a total loss

If your vehicle was purchased new by you, and becomes a total loss within two years of the starting date of the original registration, we will replace your vehicle with a new vehicle of the same make, model and series if such a vehicle is available in Australia. If a replacement vehicle is not currently available, or we are unable to replace your vehicle, we will pay you either the market value or agreed value of your vehicle, whichever is shown in the current schedule. Where your vehicle is financed we will require written consent from your financier in order to provide a replacement vehicle.

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 if you pay us any refund amount obtained from your registration and compulsory third party insurance.

Cover for damage to other people's property (legal liability)

We will cover your legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident which is partly or fully your fault.

This cover will apply if your legal liability for loss or damage to someone else's property arises out of the use of:

- a. your vehicle; and/or
- b. a caravan or trailer towed by your vehicle.

We will also cover the legal liability for loss or damage to someone else's property of:

- c. any person who is driving, using or in charge of your vehicle with your permission;
- d. a passenger travelling in your vehicle or who is getting into or out of your vehicle;
- e. your employer, principal or partner arising from your use of your vehicle.

The maximum amount we will pay arising out of any one motor vehicle accident is \$20,000,000.

If you have effected or are covered under more than one policy with us providing insurance in the terms of this liability cover, then our liability under all policies will not exceed \$20,000,000 in the aggregate in respect of any one event/accident.

We will not cover legal liability:

- a. when the loss or damage occurs to your own property, your spouse's or de facto's property or to property which is in your possession, custody or control; or
- b. which is insurable under a statutory scheme or statutory insurance policy covering such legal liability.

No cover for legal liability after a total loss

On the date we confirm that we will pay your claim for the total loss of your vehicle, all cover under the policy for that vehicle will cease, except where a replacement vehicle is provided by us.

Other benefits we will pay

Unless we have stated differently under one of the



additional benefits listed below, any payment we may make under this section will be paid in addition to any amount payable for the damage to your vehicle or any amount payable under legal liability.

1. Substitute vehicle

We will cover you for legal liability, up to the maximum policy limit of \$20,000,000, for loss or damage to someone else's property while using a substitute vehicle. Only one substitute vehicle can be used at a time.

We will not cover:

- your legal liability when we have already accepted a claim for the total loss of your vehicle, or
- your legal liability when the substitute vehicle is unregistered, or
- accidental loss or damage to the substitute vehicle.

2. Legal costs

Provided we agree in writing, we will pay for all legal costs and expenses in defending any court proceedings which may arise from a claim for accidental loss, damage or liability covered by your policy.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

3. Rental car following theft

If your vehicle is stolen we will arrange for you to be provided with a rental car:

- until your vehicle is recovered undamaged and you have been told of its location, or
- until your vehicle is recovered damaged and the damage is repaired, or
- until we settle your claim by paying the agreed value or market value, or
- for a maximum of 14 days,

whichever happens first.

The maximum daily rental charge we will pay is \$80.

We will not pay for:

- a rental car unless its hire has been arranged by us or approved by us,
- the cost of fuel used during the rental period, or

- any accidental loss or damage to the rental car.

4. Towing

Following an accident or theft of your vehicle, we will pay the reasonable cost of protection, removal and towing of your vehicle to the nearest repairer, place of safety or any other place which we agree to.

5. Vehicle being transported by ship

If your vehicle is being transported by ship within Australian waters, we will pay your contribution for any general average and salvage charges if such maritime conditions apply.

6. Trailer and caravan cover

Where we have accepted your claim for theft or damage to your vehicle we will also pay for accidental loss of or damage to any trailer or caravan which was attached to your vehicle.

We will pay the lesser of \$1,000 or the market value of the trailer or caravan.

We will not pay for property being carried in or on the trailer or caravan.

7. Emergency repairs

We will reimburse you for the cost of emergency repairs which may be necessary to enable you to drive your vehicle home after it is involved in an accident, suffers malicious damage, or is stolen and recovered in a damaged condition.

The maximum we will pay in respect of any one accident/event is \$500.

8. Personal effects and clothing

We will also pay for personal effects and clothing belonging to you, your spouse, your de facto or dependent children which are:

- damaged in a collision involving your vehicle,
- stolen from your vehicle which was locked, or
- stolen at the same time as your vehicle.

We may choose to pay the amount of the loss or damage, or repair or replace the personal effect or item of clothing.

The maximum we will pay in respect of any one accident or theft is \$500.



9. Transportation costs

If your vehicle cannot be safely driven home after being:

- a. involved in an accident; or
- b. subject to malicious damage; or
- c. stolen and recovered in a damaged condition;

we will reimburse you for the cost of:

- travel necessary to return you, your spouse, your de facto and/or dependent children to your home, and/or
- transportation to collect your vehicle when it has been repaired.

The maximum we will pay in respect of any one accident / event giving rise to a claim is \$200.

10. Re-keying and re-coding

If the keys to your vehicle are stolen we will pay for the replacement of your vehicle's keys and the necessary re-coding of your vehicle's locks. The maximum amount we will pay is the amount by which the cost to re-key and/or re-code your vehicle exceeds the basic excess payable for the claim, up to a maximum amount of \$500 for any one claim.

This benefit will only apply if:

- the theft of your keys has been reported to the police, and
- the keys have not been stolen by a family member, invitee or person who resides with you.

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

11. Rental or loan car following an accident

If your vehicle is damaged requiring repair and we accept a claim for accidental damage, we will provide you with a rental or loan car.

The rental or loan car benefit will be provided from:

- the date repairs to your vehicle are authorised, or
- the date your vehicle is made available for repairs to be commenced,

whichever is the later.

The maximum daily rental charge we will pay is \$80.

We will provide the rental or loan car benefit:

- for a maximum period of 14 days, or
- until the repairs have been completed, or
- until we settle your claim by paying you the agreed value or market value,

whichever happens first.

We will not pay for:

- a rental or loan car unless its hire has been arranged by us or approved by us,
- the cost of fuel used while driving the rental or loan car, or
- any accidental loss or damage to the rental or loan car.

12. Removal of basic excess for windscreen claims

If the windscreen or window glass in your vehicle is accidentally broken or damaged, we will not apply an excess to your claim.

This benefit only applies:

- to one claim in any one period of insurance; and
- if the broken windscreen or window glass is the only damage to your vehicle.

Your no claim bonus entitlement is not affected if your claim is only for the cost of repairing or replacing the windscreen or window glass in your vehicle if it is accidentally broken or damaged.

Policy option

Your current schedule will show if the following policy option applies. Your premium will increase if this option is selected.

Protected no claim bonus

When the current schedule shows that protected no claim bonus applies, we will not reduce your current no claim bonus entitlement for the first claim in any one period of insurance which is your fault or where the responsible party cannot be identified.

How you earn a no claim bonus

For each claim free period of insurance, you will accumulate a discount off your next motor vehicle insurance premium up to a maximum amount. This maximum amount will vary according to the State or Territory in which your vehicle



is garaged/kept. Any no claim bonus entitlement you hold with another insurance company is transferable. You may be required to provide documentary evidence of your current no claim bonus entitlement.

Premiums are calculated prior to a no claim bonus discount being applied. The premium for a policy may increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

When we will not pay your claim

We will not pay your claim if, at the time of any accidental loss, damage or liability which results in a claim, your vehicle, or a substitute vehicle (or any trailer or caravan attached to the vehicle), was:

1. Unlicensed driver

being driven by any person, including you, who was not licensed to drive your vehicle.

We will not refuse your claim if you can prove that you did not know the driver was unlicensed.

2. Declined driver

being driven by a person nominated in the current schedule as a declined driver.

3. Driver under the influence

being driven by you, or any other person:

- a. under the influence of any drug or intoxicating alcohol;
or
- b. who, as a result of the accident, is convicted of driving under the influence of intoxicating alcohol; or
- c. who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or
- d. who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

We will not refuse your claim if you can satisfy us you had no reason to suspect that the driver was affected by alcohol or any drug.

4. Overloaded vehicle

being used to:

- a. carry a number of passengers; or
- b. carry or tow a load,

greater than that for which your vehicle was constructed.

We will not refuse your claim if you can prove that the accidental loss, damage or liability was not caused or contributed to by its greater load or number of passengers.



5. Unsafe vehicle

being used in an unsafe or unroadworthy condition.

We will not refuse your claim if you can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of your vehicle.

6. Carrying passengers for hire, fare or reward

being used to carry passengers for hire, fare or reward except under a private pooling arrangement. If your full-time employer pays you a travelling allowance, we will not consider such an allowance as hire, fare or reward.

7. Motor sport

being used for any motor sport or time trial or was being tested in preparation for any motor sport or time trial.

8. Motor trade

being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.

We will not pay any claim for accidental loss, damage or liability arising out of:

9. Deliberate, intentional, malicious or criminal act

a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- a. you, or any other person named in the current schedule,
or
- b. any person who is acting with your express or implied consent.

10. War

any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

11. Nuclear

ionising radiation or contamination by radioactivity from:

- a. any nuclear fuel or from any nuclear waste;
- b. the combustion of nuclear fuel (including any self-sustained process of nuclear fission); or

c. nuclear weapons material.

This policy does not cover loss, damage, liability, injury, illness, death or damage arising directly or indirectly out of or in any way connected with:

12. Terrorism exclusion

- a. any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or
- b. any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in (a) above.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- a. influence a government or any political division within it for any purpose, and/or
- b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

13. Absolute asbestos exclusion

the existence, at any time, of asbestos.

Nor will we pay for:

14. Loss of use

any loss of use of your vehicle.

15. Depreciation

depreciation, wear and tear to your vehicle.

16. Breakdown

mechanical or electrical breakdowns, failures or breakages to your vehicle.

17. Tyres

damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts.

18. Lawful seizure

accidental loss or damage as a result of the lawful seizure of your vehicle.



19. Safeguarding your vehicle

accidental loss or damage to your vehicle at any time, including after an accident, theft or breakdown unless you have taken reasonable steps to protect or safeguard it.

Reasonable steps include ensuring that any security or tracking device in your vehicle is fully maintained and activated at the time of loss or damage.

20. Renting a vehicle

- a. any costs associated with the loan of a vehicle; or
- b. the cost of renting a vehicle, except for those circumstances detailed in “Other benefits we will pay”:
 - “Rental car following theft” on page 12
 - “Transportation costs” on page 14, or
 - “Rental or loan car following an accident” on page 14.

21. Failure of computer or similar equipment

loss or damage to any machinery, equipment, part, accessory or other property which:

- a. is a computer or which contains or comprises any computer technology (including computer chip or control logic); and
- b. fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic);
or
- c. arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

Conditions of cover

1. Changes to your insurance details – what you must tell us

You must tell us immediately if during the period of insurance:

- a. the drivers of your vehicle change; or
- b. the place where your vehicle is regularly garaged/kept changes; or
- c. your vehicle is modified in a manner that affects its value or performance in any way; or
- d. the usage of your vehicle changes from private to business; or
- e. any security or tracking devices on your vehicle are modified or no longer operational; or
- f. any finance on your vehicle changes.

When we receive this information, we may:

- alter the terms and conditions of your policy, or
- charge you additional premium, or
- decide not to offer to renew your policy.

If you do not provide the information immediately we may not pay a claim under the policy.

Before we agree to renew your policy you must tell us if, during the current period of insurance, you or any person who is a driver of your vehicle has:

- been convicted of or had any fines or penalties imposed for a serious criminal and/or driving offence and/or any crime involving drugs, dishonesty, arson, theft (including stealing a motor vehicle), illegal use of a motor vehicle, fraud or violence against any person or property, or
- been convicted of or had any fines or penalties imposed for any driving related alcohol and/or drug offence, or
- had a driver's licence cancelled or suspended or been disqualified from holding a driver's licence for any period, or
- been responsible for causing any motor vehicle accident, or
- had any motor vehicle damaged or stolen.



For your assistance we have provided a full explanation of your duty of disclosure and the consequences of non-disclosure, under the heading “Your Duty of Disclosure”, on page 30.

2. If you replace your vehicle

If you permanently replace your vehicle, we will provide temporary cover for the replacement vehicle from the date of purchase to a maximum of 14 days. If cover is to continue on the replacement vehicle:

- a. you must give us full details of the replacement vehicle during the 14 day temporary cover period;
- b. you must obtain our agreement to cover your replacement vehicle; and
- c. you must pay any extra premium we require.

Cover on the replaced vehicle ceases from the date of purchase of the replacement vehicle.

3. Cancellation rights under the policy

- a. You may cancel your policy with us at any time by notifying us in writing using the contact details provided on the back cover of this document.
- b. We have the right to cancel your policy where permitted by law. For example, we may cancel your policy with us:
 - if you have failed to comply with your Duty of Disclosure, or
 - where you have made a misrepresentation to us during negotiations prior to the issue of your policy, or
 - where you have failed to comply with a provision of your policy, including the term relating to payment of premium, or
 - if you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time as your policy.
- c. If you or we cancel the policy we may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties we cannot recover.

4. Keeping evidence of the value of the insured property

You should keep evidence of the value of all property covered

under your insurance policy. You should also keep evidence of the amount of any accidental loss, damage or destruction.

5. Prevention of loss or damage

We may not pay your claim if you do not take all reasonable precautions to prevent injury, loss or damage, including securing your vehicle against unauthorised entry when it is unattended. This includes removing your keys and locking the vehicle and ensuring all security and tracking devices are active and maintained. It is a condition of this policy that your vehicle be kept in good repair.

6. GST Notice

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need. Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

Sums insured

All monetary limits in this policy may be increased for GST in some circumstances (see below).

Claim settlements – Where we agree to pay

When we calculate the amount we will pay you, we will have regard to the items below:

- Where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.

We will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the policy or in this schedule.

If your sum insured/limit of liability is not sufficient to cover your loss, we will only pay the GST amount that relates to our settlement of your claim.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled.

- Where we make a payment under this policy as compensation instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.
- Where the policy insures business interruption, we will



(where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

Disclosure – Input tax credit entitlement

If you register, or are registered, for GST you are required to tell us your entitlement to an input tax credit on your premium. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

Making a claim

What you must do

We may not pay your claim if you do not act as follows:

1. Do not admit liability

You must not:

- a. admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- b. offer or agree to settle any claim,

without our written consent.

We are entitled to take over and conduct the defence of any claim made against you for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims.

If the claim is for legal liability, you may make a written request to us to agree that you are covered in respect of the claim.

2. Prevent further damage

You must take all reasonable precautions to prevent any further loss, damage or liability.

3. Contact the police

Depending on the laws of the State or Territory in which the accident occurs, you must:

- a. contact the police if any person was injured as a result of the accident;
- b. request the police to attend the scene of the accident;
- c. go to the local police station to complete a 'Self Reporting Collision Form' if the police inform you that it is not necessary for them to attend the scene of the accident.

You must contact the police immediately if your car is stolen or maliciously damaged.

4. Contact Ken Tame & Assoc on 03 9863 5555 acting as agent for us as soon as possible

If there is any accidental loss, damage or liability which is likely to result in a claim, you must give us immediate notice with the full details of any accidental loss, damage or anticipated or alleged liability.



You or your representative must give us full details in the manner we request which will be either:

- a. in writing by completing our claim form which will be supplied to you when you contact us; or
- b. verbally.

The process for authorising repairs to your vehicle is explained on page 28 under “Authorising repairs”.

Any correspondence you receive regarding the accident or event must be sent to us immediately.

You must advise us immediately of:

- a. any notice of impending prosecution;
- b. details of any inquest or official enquiry.

What happens after you make a claim

1. Excess

An excess is the amount(s) shown in the current schedule which you must pay when you make a claim under your policy unless we state an excess does not apply.

The payment of an excess helps to keep the cost of your premium down by reducing the number of small claims. There are different types of excess which may apply to you or the driver of your vehicle at the time of the claim. The excess types are shown on the current schedule under the heading “Excess applicable to claims”. These are:

- a. Minimum basic excess

The Minimum basic excess is the first amount you must pay on each claim. The amount of the basic excess will be shown on the current schedule next to the heading “Basic excess”.

The “Basic excess” is comprised of the “Minimum basic excess”, and any policy “Imposed excess”.

- Minimum basic excess

The minimum excess that is due on your policy risk for each claim. The amount of the minimum basic excess will be shown on the current schedule.

- Imposed excess

The imposed excess forms part of the basic excess. An imposed excess may be applied to a policy risk due to underwriting criteria. Any imposed risk excess amount will be shown on the current schedule.

- b. Age and Inexperienced driver excess

If you make a claim for an accident when your vehicle

was being driven by a driver under the age of 25, or 25 and over with less than 3 yrs driving experience, you must pay the basic excess as shown on the policy schedule plus the following age and inexperienced driver excess.

(i) Under 21 years of age with more than 3 years driving experience	\$1,000
(ii) Under 21 years of age with less than 3 years driving experience	\$1,500
(iii) Aged 21 to 24 years of age with more than 3 years driving experience	\$ 750
(iv) Aged 21 to 24 years of age with less than 3 years driving experience	\$1,000
(v) Aged 25 and over with less than 3 years driving experience	\$500

2. No claim bonus

Your no claim bonus entitlement will not be affected if:

- the driver of your vehicle at the time of the accident did not contribute to the cause of the accident; or
- your vehicle was damaged while parked,
and for both circumstances you supply us with the:
 - name, address and licence number of the responsible party, and
 - registration number of the other vehicle(s) involved in the accident;
- the claimable loss is recoverable by us, or
- your claim relates to the cost of repairing or replacing the windscreen or window glass in your vehicle if it is accidentally broken.

Premiums are calculated prior to a no claim bonus discount being applied. The premium for a policy may increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

3. Deciding who is at fault

We will be solely responsible for deciding whether you contributed to the cause of an accident.

4. Choice of repairer

You have the right to choose who you require to repair your vehicle. All we require is one written quotation to be forwarded to Ken Tame & Assoc prior to commencement of repairs.



We will then choose (subject to any relevant policy limits) to:

- authorise the repairs at your repairer of choice; or
- pay you the reasonable cost of repairing your vehicle; or
- move your vehicle to a repairer we both agree will repair your vehicle. In the instance that we both agree to move your vehicle we will provide you with a rental car for up to 3 days in addition to any other benefit provided under your policy.

5. Authorising repairs

- a You may only authorise emergency repairs as detailed on page 13 under “Emergency repairs”. You cannot authorise further repairs to your vehicle without our prior consent.
- b Before we make a decision regarding your claim and repairs to your vehicle, we may need to inspect your vehicle. A motor vehicle assessor will be appointed by us. We or our assessor will make the necessary arrangements with you.
- c Where diagnosis (such as the stripping of engine) is required to determine if there has been an accident covered by this policy, if you or we incur costs for such diagnosis and reassembly and:
 - the claim is subsequently accepted as valid by us, we will bear these costs subject to sum insured/limits of liability; and
 - if the claim not lodged or the claim is not subsequently accepted by us, you agree to pay for the diagnosis and reassembly costs.

6. Spare parts, extras and accessories

If we are unable to repair the part we use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker’s last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory. In the event that any spare part, extra or accessory cannot be obtained immediately, we may choose to pay you the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

7. Sublet repairs

If your vehicle requires us to engage the services of a specific specialist repairer and/or supplier we may sublet that component to such repairer or supplier.

8. Guarantee and warranty

We guarantee materials and workmanship on repairs we authorise for as long as you own or lease your vehicle. This guarantee is not transferable.

9. Assist us with your claim

You must assist us with your claim. This means give us all the information and assistance with your claim we may reasonably require. If you do not we may not pay your claim or provide cover.

If we have the right to recover any amount payable under this policy from any other person, you must co-operate with us in any action we may take.

10. Our rights of recovery

- a. We have the right to recover from any person, in your name, the amount of any claim paid under this policy and we have full discretion in the conduct, settlement or defence of any claim 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.
- b. The amount of excess you have paid will only be refunded when we have recovered the total amount we have paid under your claim, unless we have agreed otherwise.

11. Salvage of your vehicle when it is a total loss

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle:

- the wreckage of your vehicle will become our property, and
- we will keep the proceeds of any salvage sale.

12. Payment of unpaid premium when your vehicle is a total loss

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle:

- the amount of any unpaid premium for the period of insurance will be deducted from the amount payable to



you, and

- if we are replacing your vehicle, you must pay us the balance of any unpaid premium for the period of insurance.

13. No return of premium after a total loss

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle, no return of premium will be made for any unused portion of the premium.

14. GST

We will adjust your claims payment in accordance with the GST provision noted under “Conditions of Cover”, “GST Notice” on page 23.

Other information

Renewal procedure

Before your policy expires we will advise you whether we intend to offer renewal and if so on what terms.

This document also applies for any offer of renewal we may make, unless we tell you otherwise.

It is important that you check the terms of any renewal offer before renewing to satisfy yourself that the details are correct. In particular, check the sum insured amounts and excess(es) applicable and to ensure the levels of cover are appropriate for you.

Please note that you need to comply with your Duty of Disclosure before each renewal (see below).

Your Duty of Disclosure

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

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

We set these two duties out below.

Your Duty of Disclosure when you enter into this policy with us

for the first time

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your policy

When you renew, vary, extend, reinstate or replace the policy your duty is to tell us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know,

is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

What you do not need to tell us for either duty

You do not need to tell us about any matter that:

- diminishes our risk,
- is of common knowledge,
- we know or should know as an insurer, or
- we tell you we do not need to know.

Who does the duty apply to?

The duty of disclosure applies to you and everyone that is an insured under the policy. If you provide information for another insured, it is as if they provided it to us.

What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with we may cancel the policy and/or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed, and pay nothing.

Privacy Act 1988 – Information

We collect your personal information directly from you where reasonably practicable or if not, from other sources. We collect it to provide our various services and products



(e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of our related companies and alliance partners that may interest you (but you can opt out of this by calling our agent Ken Tame & Assoc on 03 9853 5555 EST 9am- 5pm, Monday to Friday or indicate your decision in the appropriate area of the Privacy section of our website at www.kentame.com.au). If you do not provide the information we require we may not be able to provide you with this service.

We disclose information to third parties who assist us in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, your agents and other persons where required by law). We prohibit them from using it for purposes other than those we supplied it for. Where you provide us with information about another person for the above purposes, you must tell us if you haven't got their consent to this. If you wish to gain access to your personal information (including to correct or update it), have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other query relating to Privacy, contact our agent Ken Tame & Assoc on 03 9853 5555 EST 9am-5pm, Monday to Friday.

General Insurance Code of Practice – providing you with even better service

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting our agent Ken Tame & Assoc on 03 9853 5555 EST 9am-5pm, Monday to Friday.

Dispute resolution process – helping you solve any problems

If you are dissatisfied with our service in any way contact our agent Ken Tame & Associates on 03 9853 5555 EST 9am-5pm, Monday to Friday and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. To obtain a copy of our procedures contact Ken Tame & Associates. A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its

terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service,
Call: 1300 78 08 08
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.fos.org.au

Agency arrangements and agent's remuneration

Your policy has been issued through our agent Ken Tame & Associates and therefore they are acting as our agent and not as your agent.

When the policy has been arranged through an intermediary, remuneration (such as commission) is payable by us to them for arranging the insurance. You can ask them for more information.

Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

Phoning for assistance and confirmation of transactions

If you need to clarify any of the information contained in this policy wording, wish to confirm a transaction or you have any other queries regarding your insurance policy, please contact our agent Ken Tame & Assoc on 03 9853 5555 EST 9.00am-5.00pm

Jurisdiction and choice of law

The policy is governed by and construed in accordance with the law of Victoria Australia and you agree to submit to the exclusive jurisdiction of the courts of Victoria and agree that it is its intention that this jurisdiction and choice of law clause applies.



P.O Box 2390 Kew VIC 3101

t: (03) 9853 5555

f: (03) 9853 5554

e: info@kentame.com.au

w: www.kentame.com.au

AFS Licence 246937 | ABN 48 057 816 172 | ACN 057 816 172

A company of **Allianz** 

Ken Tame & Associates Pty Ltd (Ken Tame & Associates) ABN 48 057 816 172 AFS Licence 246937 is an organisation that has provided specialist insurance products for over 20 years to owners of recreational vehicles.

Ken Tame & Associates has been authorised by Allianz to arrange and enter into this insurance and deal with and settle any claims under it as the agent of Allianz (not you) under a binder authority. This means that in doing these things Ken Tame & Associates acts as if it were Allianz.