



KenTame
and associates pty ltd

RECREATIONAL VEHICLE
INSURANCE SPECIALISTS

Comprehensive Recreational 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

Table of Contents

Our Product Disclosure Statement	3
Important information	3
About Allianz and Ken Tame & Associates Pty Ltd	3
About this insurance	3
Our contract with you	4
Summary of cover	4
Comprehensive cover	4
Medical emergency assistance and injury cover	6
Understanding this insurance and its important terms and conditions	6
Cooling off period and cancellation rights	6
What is covered	7
Some words have special meanings	8
Goods and Services Tax	8
Your obligation to comply with the policy terms and conditions	8
How to make a claim	9
How we calculate your premium	9
Renewal procedure	10
Your Duty of Disclosure	10
Your Duty of Disclosure when you enter into the policy with us for the first time	10
Your Duty of Disclosure when you renew, vary, extend, reinstate or replace the policy	10
What you do not need to tell us for either duty	11
Who does the duty apply to	11
What happens if the duty of disclosure is not complied with	11
Privacy Act 1988 – Information	11
General Insurance Code of Practice	12
Complaints - Internal and External Complaints Procedure	12
Agency arrangements and agent's remuneration	13
Financial Claims Scheme	13



Jurisdiction and choice of law	13
Updating the PDS	13
Further information and confirmation of transactions	13
Words with special meanings	14
Comprehensive cover	18
Cover for accidental physical loss or damage to your vehicle	18
Replacement of new vehicle after a total loss	18
Cover for accidental physical loss or damage to your trailer	19
Cover for accidental loss or damage to your basic contents	19
Vehicle legal liability cover	19
Personal legal liability cover	21
Other benefits we will pay in relation to your Vehicle	22
Comprehensive cover policy options	27
How you earn a no claim bonus	28
What we do not cover you for under comprehensive cover	29
Medical emergency assistance and injury cover	32
What we pay	32
What we will not pay	34
When we will not pay your claim	35
Conditions of cover	37
Making a claim	40
What you must do	40
What happens after you make a claim	41
Contact details/Need assistance	46

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.

Important information

About Allianz and Ken Tame & Associates Pty Ltd

The insurer of this policy is Allianz Australia Insurance Limited ABN 15 000 122 850 (Allianz) AFS Licence No. 234708.

Allianz is one of Australia's largest general insurers. Utilising years of local expertise, combined with global experience they offer a range of highly featured products and services to customers. As members of the worldwide Allianz Group, they are committed to continuous improvement of products and services and strive to achieve this through knowledge transfer within the Group; dedicated technical research units; sharing globally new product developments and a wide range of risk management services.

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.

About this insurance

This is an important document. You should read it carefully before making a decision to purchase this insurance. It will help you to:

- decide whether this insurance will meet your needs; and
- compare it with other products you may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account your objectives, financial situation or needs.

You need to decide if this insurance is right for you and you



must read all of the documents that make up the policy to ensure you have the cover you need.

Our contract with you

Where we agree to enter into a policy with you it is a contract of insurance between us and you (see the definition of “you” for details of who is covered by this term). The policy consists of:

- this document which sets out the standard terms of your cover and its limitations;
- your schedule issued by us. The schedule is a separate document, which shows the insurance details relevant to you. It may include additional terms, conditions and exclusions relevant to you that amend the standard terms of this document. Only those sections shown as covered in your schedule are insured; and
- any other change to the terms of the policy otherwise advised by us in writing (such as an endorsement or Supplementary PDS). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

We reserve the right to change the terms of the policy where permitted to do so by law.

Summary of cover

Please note that this is a summary only and not a full description of the covers and does not form part of our contract with you. Each cover summarised is subject to full terms, conditions, exclusions and limitations that are not listed in the summary. You must read the cover sections and the policy to properly understand the cover provided.

Comprehensive cover

This provides:

- cover for accidental physical loss (including theft) or physical damage to:
 - your covered vehicle;
 - a trailer with a market value of up to \$1,000; and
 - your basic contents whilst contained within the covered vehicle.

See page 18 for details.

- cover for your legal liability (including certain legal defence costs) for:
 - loss or damage to someone else's property which is partly or fully your fault where it arises from an accident and out of the use of your vehicle and/or trailer.
 - death or bodily injury arising from an accident which is partly or totally your fault whilst you are using your vehicle, so long as your vehicle is registered.
 - bodily injury and damage to other people's property caused by an accident which is your fault.

See pages 19 to 22 for details.

A number of other additional benefits also apply, including but not limited to:

- reasonable towing and storage costs following covered accidental physical loss or damage to your covered vehicle.
- towing costs to the nearest repairer following a covered mechanical or electrical breakdown.
- hire vehicle costs following a covered theft of or accidental physical loss or damage to your covered vehicle.
- emergency repair costs following covered accidental loss or damage to your covered vehicle.
- accommodation costs following the covered theft of or accidental loss or damage to your covered vehicle.

See pages 22 to 26 for details.

Certain policy options are also available (where agreed):

- Additional contents/personal belongings cover
- Specified valuables cover
- Trailer cover
- Scooter cover
- Watercraft cover
- No claims bonus protection
- Removal of basic excess

See pages 27 to 28 for details.

All relevant covered events must occur during the period of insurance.



Medical emergency assistance and injury cover

This provides certain medical emergency assistance and injury cover benefits.

See pages 32 to 35 for details.

Understanding this insurance and its important terms and conditions

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

- about each of the available types of cover and benefits and exclusions in the relevant sections, including any endorsements (remember certain words have special meanings – see the “Words with special meanings” section pages 14 to 17);
- “When we will not pay your claim” section pages 35 to 36 (this restricts the cover and benefits);
- “Conditions of cover” page 37 and “Making a claim” page 40 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
- “Important information” section page 3 (this contains important information about this insurance including 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 or will read the policy documents when provided to you.

Cooling off period and cancellation rights

You can exercise your cooling off rights and cancel the

policy within fourteen (14) days of the date you purchased the policy and receive a refund of the premium paid, provided you have not exercised any right or power under the policy (e.g made any claim) and these rights and powers have not ended.

We may deduct from your refund amount any reasonable administrative and transaction costs incurred by us that are reasonably related to the acquisition and termination of the policy and any government taxes or duties we cannot recover.

After the cooling off period has ended, you still have cancellation rights, however we may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties we cannot recover (refer to “Conditions of cover” “Cancellation rights under the policy” on page 38, for full details).

What is covered

Where we have entered into a policy with you, we will insure you for:

- loss or damage caused by one or more of the covered insured events; and
- the other covered benefits, as set out in the policy occurring during the period of insurance.

Any series of events consequent upon or attributable to one source or originating cause, including continuous or repeated exposure to substantially the same general conditions, are deemed to be one event/accident.

Other persons may be entitled to cover, but only if specified as so entitled and limited only to the extent and interest specified.

Cover is provided on the basis:

- that you have paid or agreed to pay us the premium for the cover provided;
- 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 or have made a misrepresentation to us, we may be entitled to reduce our liability under the policy in respect of a claim and/or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of



avoiding your policy (ie. treating it as if it never existed).

Your Duty of Disclosure and the consequences of non-disclosure are set out under the heading 'Your Duty of Disclosure', on pages 10 to 11.

Some words have special meanings

Certain words used in the policy have special meanings. The 'Words with special meanings' section of this document on page 14 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the policy when used or in the other documents making up the policy.

Headings are provided for reference only and do not form part of the policy for interpretation purposes.

Goods and Services Tax

The sum insured that you choose should exclude Goods and Services Tax (GST). In the event of a claim, if you are not registered for GST, we will reimburse you the GST component in addition to the amount we pay you. If you are registered for GST, you will need to claim the GST component from the Australian Taxation Office.

You must advise us of your correct input tax credit percentage where you are registered as a business and have an Australian Business Number. You are liable to us for any GST liability we incur arising from your incorrect advice.

You should also read the "GST notice" in the policy page 38.

Your obligation to comply with the policy terms and conditions

You are required to comply with the terms and conditions of the policy. Please remember that if you do not comply with any term or condition, we may (to the extent permitted by law) decline or reduce any claim payment and/or cancel your policy. We can only rely on the relevant terms and conditions to the extent permitted by relevant law.

If more than one person is insured under the policy, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the policy.

How to make a claim

If you need to make a claim under the policy, please refer to the “Making a claim” section on page 40.

How we calculate your premium

The amount of your premium is determined by taking a number of different matters into account.

It is important for you to know in particular that the premium varies depending on the information we receive from you about the risk to be covered by us. The higher the risk is (e.g. high claims experience), the higher the premium will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the premium.

We calculate your premium on the basis of information that we receive from you when you apply for insurance. Some factors impacting premiums include:

- the type of vehicle being insured;
- the amount of cover required; and
- relevant claims history.

Your premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST, Emergency and Fire Services Levy) in relation to your policy. These amounts will be set out separately on your schedule of insurance as part of the total premium payable.

In cases where we are required to pay an estimated amount (e.g. for Fire Services Levies) based on criteria set by the Government, we allocate to the policy our estimate of the amount we will be required to pay. We may over or under recover in any particular year but we will not adjust your premium because of this. You can ask us for more details if you wish.

Minimum premiums may apply. In some cases, discounts may apply if you meet certain criteria we set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If you are eligible for more than one, we also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements.

When you apply for this insurance, you will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the



schedule, which will be sent to you after the entry into the policy. If you fail to pay we may reduce any claim payment by the amount of premium owing and/or cancel the policy.

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 the policy 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 application 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 renew, vary, extend, reinstate or replace the policy. We set these two duties out below.

Your Duty of Disclosure when you enter into the policy with us for the first time

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

- give us honest and complete answers;
- tell us everything that 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 the 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 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 the 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 & Associates on 03 9853 5555 EST 9.00am- 5.00pm, 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 & Associates on 03 9853 5555 EST 9am-5pm, Monday to Friday.

General Insurance Code of Practice

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 through promoting better communication between insurers and customers and outlining a standard of practise and service to be met by insurers.

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 & Associates on 03 9853 5555 EST 9am-5pm, Monday to Friday.

Complaints - Internal and External Complaints Procedure

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
Local 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 we were to become insolvent and could not meet our 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 www.apra.gov.au and the APRA hotline on 1300 55 88 49.

Jurisdiction and choice of law

The policy is governed by and construed in accordance with the law of Victoria, Australia and the Insured agrees to submit to the exclusive jurisdiction of the courts of Victoria and agrees that it is its intention that this Jurisdiction and Choice of Law clause applies.

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.

Further information and confirmation of transactions

If you require further information about this insurance or wish to confirm a transaction, please contact our agent Ken Tame & Associates on 03 9853 5555 EST 9am-5pm, Monday to Friday.

Preparation date: 01/01/2012



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.

“accident” means a sudden, external and identifiable event that happens by chance and could not have been expected from your perspective. The word “accidental” shall be construed accordingly.

“accidental bodily injury” means a bodily injury resulting solely or directly from accidental and external means that occurs during the period of insurance but does not include a condition which is also a sickness or disease or any degenerative, congenital or similar condition.

“agreed value” means the full purchase price of the vehicle if purchased within the last two years or the amount specified by a certified valuer that has been supplied to us in writing within the last two years. If no written valuation from a certified valuer is provided to us then “market value” will apply.

“basic contents” means crockery, cutlery, clothing, food provisions, portable television, portable sound system and jewellery items worth \$500 or less for any one item, whilst contained within the vehicle or lockable trailer.

“bed care patient” means you are necessarily confined to bed (such confinement commencing during a Period of Insurance) for a continuous period of not less than 24 hours and your confinement is certified as necessary by a physician to be under the continuous care of a person (other than yourself or a member of your immediate family). Bed care does not include you as a patient in any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the treatment of alcoholics or drug addicts.

“CMCA” means the Campervan & Motorhome Club of Australia Limited.

“excess” means the relevant excess amount(s) shown in the schedule which you must pay when you make a claim under your policy. See “What happens after you make a claim 1. Excess” page 41 for details.

“GST” means Goods and Services Tax.

“hire car costs” means the amount paid by you in relation to hiring a vehicle, but does not include running costs,

damage to the hire car, any insurance excess or other costs which you may be liable for under the hire car rental agreement.

“immediate relative” means spouse (legal or defacto), a child, a parent or a brother or sister of yours or your family, provided such person(s) is under eighty (80) years of age.

“imported vehicle” means a vehicle which was not sold in Australia by the manufacturer or a licensed agent of the manufacturer.

“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.

“mechanical or electrical breakdown” means the failure of any mechanical or electrical component of your vehicle due to unforeseen circumstances resulting in the total disablement of your vehicle.

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

“physician” means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the sickness or disease or accidental bodily injury, and who is not an immediate relative of the covered person.

“Policy” means this document, the schedule and any future endorsements or schedules we send to you in writing.

“private” means any type of use other than business use.

“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 this policy document.

“schedule” means the relevant schedule we issue to you for the policy. If a new schedule is issued during the period of



insurance any changes in the new schedule only apply from the date of the issue of the new schedule unless otherwise stated in the new schedule.

“sickness or disease” means an illness or disease which:

- first occurs or manifests during the period of insurance,
- is the direct and independent cause of loss for which the claim is made, and
- requires the attendance of a physician.
- is not related to a condition for which you have received medical advice, medical treatment, or have taken prescribed medication in the thirty (30) days prior to the departure date of your journey.

“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 or electrical breakdown.

“total loss” means where we decide to pay you the sum insured as shown on the schedule due to the cost of repairs to your vehicle or trailer being such that it is uneconomical to do so.

“trailer” means any trailer with a market value of up to \$1,000 or a trailer of greater value specifically described in the policy schedule as covered.

“transportation” means transportation in economy class on a regularly scheduled commercial airline, or if airline transportation is not available or suitable, in economy class on any other appropriate means of transportation.

“vehicle” means the motorhome, campervan, vehicle, slide on, 5th wheeler or caravan as described in the schedule including all accessories, fittings or appliances permanently attached to the interior or exterior of your vehicle (excluding any trailer).

“vehicle usage” and **“use”** means the private use of your vehicle and not use for income earning purposes.

“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 policy) acting through it’s agent Ken Tame & Associates Pty Ltd ABN 48 057 816 172 AFS Licence No: 246937.

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

“your family” means your spouse (legal or defacto) and/or your children who normally live with you, and/or your grandchildren accompanying you on the covered journey.

“your residence” means the address shown on the schedule. For overseas members of the CMCA who do not have an address in Australia, their residence will be the nearest major city to their point of arrival in Australia.



Comprehensive cover

Cover for accidental physical 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; if we repair your vehicle and it is an imported vehicle we will only pay the equivalent costs of similar parts/accessories that are available in Australia.
- c. pay you the agreed value of your vehicle when the schedule shows that your vehicle is insured for an agreed value; or
- d. pay you the market value of your vehicle when the schedule shows that your vehicle is insured for market value.

On the date we confirm that we will pay a claim for total loss of your vehicle, all cover under this policy will cease for that vehicle.

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

Further we will adjust your claims payment in accordance with the GST provision shown under the “Conditions of cover”, “GST notice” on page 38.

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 a replacement vehicle is not currently available, or we are unable to replace your vehicle, we will pay you the agreed value of your vehicle shown in the schedule.

Where your vehicle is financed we will require written consent from your financier in order to provide a replacement vehicle.

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 accidental physical loss or damage to your trailer

We will cover you for accidental physical loss (including theft) or physical damage to your trailer (please note it is only covered if its market value does not exceed \$1,000 unless the trailer above that value is noted as covered on the schedule).

At our option we will:

- a. repair your trailer; or
- b. pay you the reasonable cost of repairing your trailer; or
- c. pay you the current market value of your trailer.

Cover for accidental loss or damage to your basic contents

We will cover you for accidental physical loss (including theft) or physical damage to the following personal belongings whilst contained within the vehicle or a lockable trailer for a total sum insured of \$2,000 for any one event/accident:

- crockery, cutlery, clothing, food provisions, portable television, portable sound systems and jewellery items with an individual value per item of \$500 or less.

Vehicle legal liability cover

We will cover your legal liability to pay compensation for physical loss or physical damage to someone else's property which is partly or fully your fault arising from an accident and from the use of:

- a. your vehicle;
- b. your trailer; and/or
- c. a substitute vehicle

However we will not cover:

- more than one substitute vehicle being used at a time;
- 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, during the period of insurance.

We will also cover the following persons under the legal liability cover for loss or damage to someone else's property as if they were you:

- a. any person who is driving, using or in charge of your vehicle with your permission; or
- b. a passenger travelling in your vehicle or who is getting into or out of your vehicle; or
- c. your employer, principal or partner, the Commonwealth or State Governments whilst you are using your vehicle on business for these organisations.

We will also cover your (not including the other persons referred to above) legal liability to pay compensation for death or bodily injury arising from an accident which is partly or totally your fault, whilst you are using your vehicle, so long as your vehicle is registered.

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 property which is in your possession, custody or control.
- b. legal costs incurred without our written consent.
- c. compensation claims by a relative or person ordinarily residing with you or with whom you normally reside, or any person deemed by virtue of relevant workers compensation legislation or equivalent to be a worker employed by you.
- d. compensation claims relating to a person who you have not permitted to use or drive your vehicle.
- e. compensation claims where you or any person driving, using or in charge of the relevant vehicle or trailer is entitled to be wholly or partially indemnified or is refused indemnity by or under any compulsory statutory insurance scheme or accident compensation scheme.
- f. penalties, fines or awards of aggravated, exemplary or punitive damages made against you and any additional damages resulting from the multiplication of compensatory damages.
- g. claims arising from any agreement or contract you, or any person covered by this liability cover enter into, unless you or they would have been liable despite the agreement or contract.

- h. any claim resulting from the death or bodily injury to any person driving or in charge of the vehicle or trailer.

The maximum amount we will pay under this section is \$20,000,000 for any one event/accident.

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.

Personal legal liability cover

We will cover your legal liability to pay compensation that is partly or fully your fault for bodily injury to another person or property damage to someone else's property caused by an accident that happens during the period of the insurance.

Any series of events consequent upon or attributable to one source or originating cause, including continuous or repeated exposure to substantially the same general conditions, are deemed to be one event/accident.

We will not cover legal liability:

- a. for death or bodily injury to you or any person who normally resides with you.
- b. for property that belongs to you or any other person who normally resides with you.
- c. for property that is in your physical and legal control or that of any other person who normally resides with you.
- d. to any person you employ where you are legally obliged to provide cover for under any workers compensation legislation or similar laws and any legal liability that arises from their employment with you.
- e. directly or indirectly arising from or in any way connected with the ownership, operation, maintenance or use of any:
 - 1. water craft exceeding 6 metres in length or if powered by a motor exceeding 50 hp.
 - 2. jet skis.
 - 3. aircraft landing areas or aircraft or aerial devices excluding non – pilotable model aircraft or toy kites.
 - 4. conveyance designed to travel on an air-cushion over surface of land or sea.
- f. directly or indirectly arising out of or in any way



connected with any disease that is transmitted by you or any other person who normally resides with you.

- g. for penalties or fines, or awards or aggravated, liquidated, exemplary or punitive damages made against you and any additional damages resulting from the multiplication of compensatory damages.
- h. for your failure to take all reasonable precautions to comply with statutory obligations and regulations imposed by any authority.
- i. directly or indirectly arising from or in any way arising out of the ownership, possession or use by you of any land or building.
- j. arising from any agreement or contract you enter into unless you would have been liable in the absence of such agreement or contract.
- k. directly or indirectly connected in any way with asbestos.
- l. directly or indirectly connected in any way with your breach of copyright, act or libel or assault caused by you.
- m. to any other person who is insured or covered under this policy.
- n. when cover is provided for bodily injury or damage to other people's property arising out of your use of the vehicle/and or trailer or which is otherwise covered under the Vehicle Legal Liability Cover.

The maximum amount we will pay under this section is \$20,000,000 for any one event/accident.

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

Other benefits we will pay in relation to your Vehicle

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 the Vehicle and Personal legal liability covers.

1. Towing and storage

Following an accident or theft of your vehicle for which a

claim is payable under the “Cover for accidental physical loss or damage to your vehicle” section, 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.

2. Mechanical and electrical breakdown towing

If your vehicle suffers a mechanical or electrical breakdown during the period of insurance we will cover the reasonable towing costs of your vehicle to the nearest repairer. The maximum amount we will pay for any one tow is \$600 and \$1000 for any two tows in any one period of insurance.

The emergency telephone number for towing assistance is 1800 731 912. Advise the operator that you are insured through Ken Tame & Associates and they will respond accordingly.

3. Hire vehicle costs

We will pay the reasonable costs of a rental vehicle where cover is provided under the “Cover for accidental physical loss or damage to your vehicle” section:

- if your vehicle is stolen; or
- if your vehicle has suffered accidental loss or damage and the repair time will exceed three days;

subject to the following limits for any one accident/event:

- we only cover you until the earlier of 14 days rental and the time your vehicle is found after being stolen or when repairs have been completed; and
- we only cover you for a maximum of \$1,000.

We will not pay for:

- the cost of fuel used during the rental period, or
- any accidental loss or damage to the rental car.

4. Emergency repairs

We will reimburse you for the cost of emergency repairs which may be necessary to enable you to continue your journey after your vehicle is stolen and recovered or suffers accidental loss or damage which is covered under the “Cover for accidental physical loss or damage to your vehicle” section.

The maximum we will pay without our authority is \$500 for any one event/accident.



5. Accommodation costs

We will cover the reasonable cost of accommodation whilst temporary repairs/and or repairs are being carried out to your vehicle following accidental loss or damage to your vehicle which is covered under the “Cover for accidental physical loss or damage to your vehicle” section.

The maximum we will pay is \$1000 any one event/accident. If your vehicle is your principle place of residence then the maximum we will pay is \$3000 any one event/accident.

6. Windscreen and glass breakage

We will pay the replacement cost of your vehicle’s windscreen or window glass provided such breakage is accidental, occurs during the period of insurance and is the only damage sustained by your vehicle. If your vehicle is an imported vehicle then the maximum amount claimable is \$1000 any one event/accident.

7. Transportation costs

If your vehicle is stolen or cannot be safely driven home as a result of accidental loss or damage which is covered under the “Cover for accidental physical loss or damage to your vehicle” section, we will pay the reasonable costs of transport of you and your family travelling with you to your normal place of residence in Australia.

8. Travel costs to collect vehicle

We will cover the reasonable costs for you to travel to the repairer’s premises to collect your vehicle or the reasonable costs to deliver your vehicle to your residence following the theft and recovery or accidental loss or damage to your vehicle which is covered under the “Cover for accidental physical loss or damage to your vehicle” section.

9. Salvage costs

We will cover the reasonable salvage and disposal costs up to a maximum of \$1000 for any one event/accident consequent upon your vehicle becoming a total loss covered under the “Cover for accidental physical loss or damage to your vehicle” section. This is in addition to or other sums payable under this policy for a total loss claim.

10. Replenishment costs

We will cover the reasonable costs for the replenishment

or replacement of equipment used whilst protecting your vehicle or another vehicle after accidental damage that is covered under the “Cover for accidental physical loss or damage to your vehicle” section up to a maximum amount of \$500 in any one period of insurance.

11. Emergency clean up costs

We will cover the amount you may be held liable to pay for costs and charges that are incurred to clean up and remove debris resulting from the theft or accidental loss or damage to your vehicle which is covered under the “Cover for accidental physical loss or damage to your vehicle” section. The maximum we will pay is \$5,000 for any one event / accident.

12. 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 during the period of insurance.

13. Fusion of electric motors

We will cover the cost of repairing or replacing any part or parts of household electrical motors contained in your vehicle caused by the actual burning out of such part or parts by the electrical current therein during the period of insurance. The amount of cover will be reduced 8% for each full year since the manufacture of the item that has sustained the damage. We will not cover: loss of use, depreciation, wear and tear and electrical contacts at which sparking or arcing occurs in ordinary working.

14. Frozen foods

We will cover the cost of loss or damage to frozen foods belonging to you caused by the accidental breakdown or failure of the freezing unit or failure of the power supply in your vehicle that occurs during the period of insurance. The maximum we will pay for any one event / accident is \$500.

15. Re-keying and re-coding

If the keys to your vehicle are stolen or lost during the period of insurance 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 \$750 in any one period of insurance:

This benefit will only apply if:



- the loss 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.

16. Credit card liability

We will cover the financial loss suffered by you up to a maximum amount of \$500 any one loss or series of losses arising out of the one event resulting from the fraudulent use of your credit card during the period of insurance.

We will not cover the loss if you fail to report the matter as soon as practicable to the issuing organisation and comply with the conditions on which the credit card was issued.

17. Replacement vehicle

If you replace your vehicle during the period of insurance we will cover the replacement vehicle in accordance with the terms and conditions of the policy from the date of purchase provided you advise us within 14 days from the date of purchase of the replacement vehicle and agree to pay us the premium (if any) we require for the replacement vehicle. Cover on the replaced vehicle will cease from the date of purchase of the replacement vehicle unless otherwise agreed by us.

18. 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 accidental loss, damage or liability covered by your policy under the “Comprehensive cover” section.

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

19. Signwriting / artwork

If you suffer accidental loss or damage to your vehicle which is covered under the “Cover for accidental physical loss or damage to your vehicle” section, we will cover you for the replacement costs of non standard signwriting, artwork or advertising signs or materials forming a permanent part of your vehicle up to a limit of \$1,000 any one event/accident.

Comprehensive cover policy options

Your schedule will show which, if any, of the following policy options apply. Depending on the policy options selected, your premium may have been increased.

1. Additional contents/personal belongings

When the schedule shows that additional contents/personal belongings cover applies, we will pay for accidental physical loss or physical damage to these items whilst contained within your vehicle or lockable trailer up to the limit specified in the schedule.

Coverage will also apply to a bike(s) whilst locked onto a bike carrier attached to the vehicle or trailer.

An item of jewellery is limited to \$1,000 any one item unless a valuation is supplied and full details have been noted on the schedule.

2. Valuables cover

When the schedule shows that valuables cover applies, we will pay for accidental physical loss or physical damage to those items as listed in the schedule, anywhere in Australia.

3. Trailer cover (if the market value of the trailer exceeds \$1,000 you have no trailer cover unless you take this option).

When the schedule shows that trailer cover applies, we will cover you for theft or accidental physical loss or physical damage to your trailer under the "Cover for accidental physical loss or damage to your vehicle" section.

At our option we will:

- a. repair your trailer;
- b. pay you the reasonable cost of repairing your trailer;
or
- c. pay you the sum insured as listed on the schedule for your trailer.

4. Scooter cover

When the schedule shows that scooter cover applies, we will cover you for theft or accidental physical loss or physical damage to your scooter.

At our option we will:

- a. repair your scooter;



- b. pay you the reasonable cost of repairing your scooter; or
- c. pay you the sum insured as listed on the schedule for your scooter.

5. Watercraft cover

When the schedule shows that watercraft cover applies, we will cover you for theft of or physical accidental loss or physical damage to your watercraft.

At our option we will:

- a. repair your watercraft;
- b. pay you the reasonable cost of repairing your watercraft; or
- c. pay you the sum insured as listed on the schedule for your watercraft.

The watercraft must not exceed 6 metres in length and must not be powered by a motor exceeding 50hp

6. No claim bonus protection

When the schedule shows that no claim bonus protection applies, we will not reduce your current no claim bonus entitlement in the event of an at fault or non recoverable claim.

7. Removal of basic excess

When the schedule shows that nil basic excess applies and you claim under your policy, the only excesses that may be payable will be for the age and inexperienced driver excess or driver excess. Refer to pages 41 to 43 for details of all excesses.

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. 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.

What we do not cover you for under comprehensive cover

We do not cover you if, at the time of any loss, damage or event giving rise to liability, costs or expenses, the vehicle (including replacement vehicle or substitute vehicle) was:

1. Unlicensed driver

being driven by any person, including you, who was not licensed to drive the vehicle. We will not refuse your claim if you can prove that you did not know the driver was unlicensed.

2. 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 liquor; 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.

3. Use by a Non Member of CMCA

being driven by you, or any other person:

- a. where you are no longer a current financial member of CMCA, or
- b. where the vehicle is loaned to a non financial member of CMCA.

We will not however refuse a claim for theft of or accidental physical loss or physical damage to the vehicle, caravan or trailer, towing costs as a result of an accident, general average costs during sea transportation, windscreen or window breakage and legal liability for property damage only where a. and b. above apply.



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 physical loss, physical 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 physical loss, physical 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.

Nor will we pay for:

9. Loss of use

any loss of use of your vehicle.

10. Depreciation

depreciation, wear and tear, rust or corrosion, structural failure or rot to your vehicle.

11. Breakdown

- a. failures or breakages to your vehicle.
- b. mechanical or electrical breakdowns other than towing costs and fusion of electrical household items as covered by this policy.

12. Tyres

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

13. Lawful seizure

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

14. Safeguarding your vehicle

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.

15. Renting your vehicle

any claims associated with the renting the vehicle or trailer.

16. 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.

Other exclusions may apply. Please refer to the “When we will not pay your claim” section and the other policy documents for details of other exclusions that may apply.



Medical emergency assistance and injury cover

What we pay

If you or your family travelling in your vehicle suffer a serious or disabling accidental bodily injury or sickness or disease during the period of insurance which prevents you from continuing your journey then we will cover the cost to:

- a. return you and your family to your residence along with your vehicle where ongoing medical care can be obtained.
- b. for a nominated person to come and accompany you if you are travelling alone and the treating physician advises that the relevant bodily injury or sickness or disease prevents you from being transported alone.

If upon the unexpected death of you or your family whilst travelling in your vehicle we will cover the cost:

- a. for the transportation of the body to a location within Australia nominated by the closest next of kin; and
- b. for the transportation for any of you or your family and the vehicle to return to your residence.

If upon the unexpected death of an immediate relative not travelling with you or your family in your vehicle we will cover the cost for the return transportation of the person whose immediate relative has died and you or any of your family travelling with that person and your vehicle to your residence.

The amount of cover for any one person is \$10,000 for any one event and in the aggregate for any one period of insurance for that person.

We will pay the listed benefits as specified “Table of events” if you suffer an accidental bodily injury whilst attending any CMCA sanctioned events as listed in the clubs magazine, during the period of insurance, subject to the other relevant terms and conditions of the policy.

The amount of the benefit payable varies according to the age of the covered person:

- **Category A** benefits are only provided to covered persons aged between 18 – 79 years of age; and
- **Category B** benefits are only provided for covered persons aged between 80 – 90 years of age,

at the time the accidental bodily injury was suffered.

TABLE OF EVENTS

BROKEN/FRACTURED BONES	Category A	Category B
	(each insured person)	(each insured person)
1. Hip or pelvis	\$5000	\$2500
2. Thigh or heel	\$3000	\$1500
3. Skull, ankle, lower leg, upper arm, elbow or shoulder blade	\$2500	\$1250
4. Lower jaw or collarbone	\$1500	\$750
5. Lower arm or wrist	\$1000	\$500
6. Vertebrae, sternum or kneecap	\$750	\$375
7. Hand or foot	\$500	\$250
8. Cheekbone, ribs or coccyx	\$500	\$250
9. Toe, thumb or finger	\$250	\$125
Maximum Benefit for Events 1-9	\$5000	\$2500

BURNS

10. Second or third degree burns to:		
(a) 27% or more of the body surface	\$2500	\$1250
(b) 18% or more of the body surface	\$2000	\$1000
(c) 9% or more of the body surface	\$1000	\$500
(d) 5% or more of the body surface	\$500	\$250
Maximum Benefit for Event 10	\$2500	\$1250

DISLOCATIONS

11. Dislocation to:		
(a) Hip, knee, wrist, elbow, shoulder blade, collar bone or jaw	\$1000	\$500
(b) Toe or finger	\$100	\$100
Maximum Benefit for Event 11	\$1000	\$500

DEATH

12. Accidental death	\$5000	\$2500
----------------------	--------	--------

The limit of cover for any one insured person is \$25,000 any one event.

In this “Medical emergency assistance and injury cover”, any series of events consequent upon or attributable to one source or originating cause, including continuous



or repeated exposure to substantially the same general conditions, are deemed to be one event/ accident.

We will also pay the following benefits:

13. Bed care as a result of accidental bodily injury which confines you to bed for not less than 24 hours under the continuous care of a person other than yourself or your immediate relative.

Payable for a maximum period of 26 weeks:

\$350 (per week)	\$350 (per week)
---------------------	---------------------

14. Domestic Help – reimbursement for the cost of medically approved domestic help following your discharge from a hospital stay or more than 48 hours due to accidental bodily injury.

Payable for maximum period of 26 weeks:

\$100 (per week)	\$100 (per week)
---------------------	---------------------

What we will not pay

We will not pay any benefit or for any loss, costs or expenses caused by or arising out of:

- a. you, your family or immediate relative travelling in any unlicensed aircraft;
- b. you, your family or immediate relative flying or engaging in any other aerial activity as part of the aircrafts crew;
- c. you, your family or immediate relative participating in or training for any professional sport;
- d. your suicide, attempted suicide or any deliberately self-inflicted injury;
- e. pregnancy, childbirth or the complications thereof where the term of the pregnancy exceeds 26 weeks;
- f. any sexually transmitted disease;
- g. you incurring costs in relation to medical expenses, including ambulance services, accommodation costs, cancellation costs in respect of accommodation, loss of clothing or personal effects, and meals or incidental expenses;
- h. or in any way connected with the inhalation or ingestion of or exposure to:
 - tobacco or tobacco smoke; or

- any ingredient or additive present in any articles, items or goods which contain or include tobacco.

We will not pay any benefit or for any loss, damage, liability, event, costs or expenses where this would result in us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).

Other exclusions may apply. Please refer to the “When we will not pay your claim” section and the other policy documents for details of other exclusions that may apply.

When we will not pay your claim

We will not cover you for any benefit, loss, damage, liability, costs or expenses arising directly or indirectly from or in any way connected with:

1. Deliberate, intentional, malicious or criminal act

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

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

2. 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.

3. Nuclear

ionising radiation or contamination by radioactivity from:

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

4. Terrorism exclusion

- 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.

5. Absolute asbestos exclusion

the existence, at any time, of asbestos.

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 usage of your vehicle changes from private to business; or
- b. 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.

Before we agree to renew your policy you must at least tell us if, during the current period of insurance, you or any person who is a normal 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 10.

2. 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.



3. Cancellation rights under the policy

- a. You may cancel this policy at any time by telephoning us.
- b. We have the right to cancel this policy in certain circumstances.

These include:

- if you failed to comply with your duty of disclosure, or
 - where you have made a misrepresentation to us during negotiations prior to the issue of this policy, or
 - where you have failed to comply with a provision of your policy, including the term relating to payment of premium, or
 - where 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 that our policy covers you.
- c. If you or we cancel the policy we may deduct a pro rata 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.
 - d. In the event that you have made a claim under this policy and we have agreed to pay the full sum insured for your property no return of premium will be made for any unused portion of the premium.

4. 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.

5. 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 KenTame & Associates on 03 9853 5555 acting as agent for us as soon as possible.

If there is any accidental loss, damage, liability or bodily injury or sickness or disease which requires our assistance and is likely to result in a claim or anticipated or alleged liability, you must give us immediate notice

with the full details.

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 44 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 shown in the 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 schedule under the heading “Excess applicable to claims”. These are:

a. 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 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 basic excess that is due on your policy risk for each claim. The amount of the minimum basic excess will be shown on the 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 excess amount will be shown on the 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, you must pay the minimum basic excess as shown on the policy schedule plus the following age and inexperienced driver excess.

- | | |
|--|---------|
| (i) Under 21 years of age | \$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 | \$ 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 |

c. Theft excess

If you make a claim for loss or damage caused by or arising from theft or attempted theft of your vehicle, you must pay the minimum basic vehicle excess shown in your schedule.

d. Driver excess

When your schedule shows there is a driver excess on the policy, then the driver excess will be applied to any claims which occur whilst the vehicle is being driven by the person listed. This excess is in addition to all other excesses applicable to your policy.

When you do not have to pay an excess.

You will not have to pay any excess if:

- a. the driver of your vehicle at the time of the accident did not contribute to the cause of the accident; or
- b. your vehicle was damaged while parked, and for both circumstances you provide us with:
 - the name, address and licence number of each responsible party, and
 - the registration number of the other vehicle(s) involved in the accident;
- c. the claimable loss is recoverable by us.

Nor will you have to pay any age (young driver) or

inexperienced driver or driver excess if you are claiming for any of the following:

- a. windscreen or window glass damage only;
- b. theft;
- c. hail, storm or flood damage;
- d. malicious damage; or
- e. damage to your vehicle while parked.

2. No claim bonus

Your no claim bonus entitlement will not be affected if:

- a. the driver of your vehicle at the time of the accident did not contribute to the cause of the accident; or
- b. 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;
- c. the claimable loss is recoverable by us, or
- d. your claim relates to the cost of repairing or replacing the windscreen or window glass only in your vehicle if it is accidentally broken.

When the schedule shows that no claim bonus protection applies, we will not reduce your current no claim bonus entitlement in the event of an at fault or non recoverable claim made in relation to the period of insurance.

Premiums are calculated prior to 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 & Associates prior to commencement of repairs.

We will then choose which of the settlement options



we will apply – See “Comprehensive cover” section for details of how we settle a claim.

5. Authorising repairs

- a. Where you have comprehensive cover you may only authorise emergency repairs as detailed on page 23 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.

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 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 which 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 annual 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 annual 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 38.



Contact details/Need assistance

If you need to clarify any of the information contained in this policy document or you have any other queries regarding your insurance policy, please contact:

Ken Tame & Associates Pty Ltd (acting as agent for us)

Phone (03) 9853 5555

Fax (03) 9853 5554

Email info@kentame.com.au

Mail P O Box 2390 Kew Vic. 3101



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.