



DAWES
DRIVING INSTRUCTOR'S
MOTOR VEHICLE
INSURANCE POLICY

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Product Disclosure Statement

What is a Product Disclosure Statement?

This Product Disclosure Statement (PDS) is designed to assist you to understand what you need to know about our product so you can make an informed choice before you purchase this product.

We always recommend you read the PDS in conjunction with the Policy Wording.

This PDS is dated 01 December 2008
(ref: CMDAW I 1208)

The Insurer

The insurer of this Policy and issuer of this PDS is:

Calliden Insurance Limited ABN 47 004 125 268

Level 7, 100 Arthur Street, North Sydney, NSW 2060
Ph: 02 9551 1111

Calliden Insurance Limited (Calliden) is a public company incorporated in Australia. It is authorised under the Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia. As an authorised insurer, Calliden is regulated by the Australian Prudential Regulation Authority.

Calliden is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No 234438) issued pursuant to that Act. As a holder of an AFS Licence, Calliden is regulated by the Australian Securities and Investments Commission (ASIC).

Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia.

The Agent

Dawes Underwriting Australia Pty Ltd trading as Dawes Motor Insurance (ABN 18 050 289 506, AR No. 342982) (Dawes) arranges policies for and on behalf of Calliden. Dawes acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this Policy Dawes acts as an agent for the insurer and not for you. If you have any queries in relation to your Policy, you can contact Dawes in any of the following ways:

Tel: 1300 188 299

Fax: 1300 807 462

Postal Address: PO Box 595,
Milsons Point, NSW 1565

Email: insure@dawes.com.au

Your Duty of Disclosure

What you must tell us

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

Who needs to tell us?

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

If you do not tell us

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

Failure to comply with your Duty of Disclosure, especially concerning your driving history, including, but not limited to, speeding fines, could severely affect the result of any subsequent claim made on the Policy and could lead to the claim being declined.

Benefits of the Cover

This Policy offers comprehensive insurance cover.

Comprehensive Insurance Cover Benefits

Your motor vehicle will be covered for:

- accidental or malicious damage;
- storm, flood or fire; and
- theft or attempted theft; and
- your legal liability for damage to the property of other people following an accident involving your motor vehicle.

If your vehicle is damaged, we will choose to either repair the damage or pay you the cost of repairs up to the market value. If your motor vehicle is a total loss, we will pay up to the market value or replace your motor vehicle.

The Amount you are Insured For (Sum Insured)

Your motor vehicle will be insured for market value. The market value of your motor vehicle is the value we determine as being the replacement value of your motor vehicle with another motor vehicle of the same make, model and condition as your motor vehicle at the date of its loss or damage.

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

Significant Features and Benefits	
Towing	Up to \$500
Options Accessories or Modifications	Covered if we are told about and agree to cover them
Emergency Repairs	Up to \$250 (incl GST) for emergency repairs
Salvage of Dual Control System	Available when your motor vehicle is a total loss, provided you pay any removal costs

Significant Features and Benefits cont'd

Cover for Damage to Other People's Property	Up to \$20m including costs
Choice of Repairer	Available, or we can recommend a repairer convenient to you
Optional Cover - Repair or Replacement Windscreen	Repair or replacement of one windscreen per period of insurance without the application of an excess

Your Legal Liability for Damage to the Property of Other People

You will be insured for up to \$20,000,000 (twenty million dollars) for damage caused by your motor vehicle to someone else's property, where you or a named driver are at fault. The Policy doesn't cover property that you, or the person responsible for the damage, own or have in your or their custody or possession.

Risks: What You May Not Be Covered For

The Policy will not provide insurance cover under certain circumstances.

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

- you or any named driver were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
- you, or any named driver was not licensed or authorised to be driving;
- your motor vehicle was in an unsafe or unroadworthy condition;
- your motor vehicle was damaged intentionally by you or a named driver or on your or their behalf, or with fraudulent intention;
- your motor vehicle was used in an experiment, test, trial, demonstration or to tow some other motor vehicle in connection with the motor trade;

- your motor vehicle was on hire to another person, or used to carry passengers or goods for hire or reward;
- your motor vehicle was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest or used on a racetrack or course for any purpose.

There is no cover under this Policy for:

- loss of use, depreciation, wear and tear, rust and corrosion;
- damage to tyres by application of brakes, road cuts, punctures or bursts;
- losses due to your or a named driver's failure to take reasonable steps to protect your motor vehicle;
- losses due to your or a named driver's failure to protect your motor vehicle following you or a named driver becoming aware of the loss or theft of your motor vehicle's keys or any other keys or passes which may provide access to your motor vehicle or your motor vehicle's keys;
- loss of any kind directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism.

You should read the Policy Wording and make yourself aware of all the exclusions that apply.

Conditions

You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium. Conditions of cover are shown in the Policy Wording. You should make yourself aware of all the conditions that apply by reading the Policy Wording.

Special Conditions

The following Policy conditions or clauses may be considered unusual.

Total Loss

Section One specifies that where your motor vehicle is declared a total loss we may at our option pay the sum insured (less any applicable excess), replace your

motor vehicle with a similar motor vehicle (less any applicable excess) or make payment of a mutually agreed amount.

Security

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

Unaccompanied Persons Under the Age of 16

Section One specifies your motor vehicle will not be covered if you or a named driver leave persons under the age of 16 in your motor vehicle when they are unaccompanied by a person over the age of 16.

Named Driver Policy

Section One specifies only drivers advised to us and agreed to by us in writing are insured to drive your motor vehicle.

Your Excess

The excess is the amount you must contribute towards the cost of any claim you make. You may have to pay more than one excess depending upon the age and driving experience of you or named drivers. The excess applicable will be shown in your Policy Schedule and the Policy Wording.

The excess must be paid when a claim is made unless we agree that the accident was entirely the fault of the other driver or party, you can give us the name and address of the other driver or party and the damage exceeds the amount of the excess.

The standard excesses you may be required to pay are:

- **Basic Policy Excess:** the first amount you must contribute towards each and every claim you make under the Policy. The amount of the Basic Policy Excess will be shown on your Policy Schedule and will be determined by factors such as the driving and claims history of you or named drivers and the type of motor vehicle to be insured.
- **Learner Driver Excess:** is in addition to the Basic Policy Excess. The Learner Driver Excess is \$500 and applies to all claims which occur while your motor vehicle is being driven by or is in the charge of any learner driver.

We may at our discretion increase any of the standard excesses listed above or impose additional excesses based on our overall assessment of the risk and your insurance claims or loss history. If we increase any of the above listed standard excesses or impose additional excesses, this will be shown on your Policy Schedule.

Cost of the Policy & Paying for the Insurance

The amount that we charge you for this insurance is the total that we calculate when considering all of the factors which make up the risk, such as:

- the type of motor vehicle;
- the age of the motor vehicle;
- how often the motor vehicle is driven;
- where you live;
- the age and experience of any drivers;
- your previous claims history as well as that of others who may drive your motor vehicle;
- your driving record as well as that of others who may drive your motor vehicle.

The cost of your Policy is made up of your premium plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees plus a fee for the issue of documentation.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of your insurance Policy include:

- **Cancellation Fee** - Please refer to the Product Disclosure Statement for details about the applicable cancellation fee.
- **Monthly Instalment Fee** - If you choose to pay your premium in monthly instalments you may incur a monthly instalment fee. For details of your monthly instalment fee please refer to your Policy Schedule, FSG, SOA or contact your broker or insurance intermediary directly.
- **Administration Fee** - Your broker or insurance intermediary may charge an administration fee for

issuing your Policy documentation. For details of your administration fee please refer to your Policy Schedule, FSG, SOA or contact your broker or insurance intermediary directly.

- **Commissions** - Your broker or insurance intermediary may receive a commission payment from us when your Policy is issued and renewed. If you cancel your Policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your Policy Schedule, FSG, SOA or contact your broker or insurance intermediary directly.

No Claim Bonus (NCB)

A discount is provided to reward good drivers. To provide this discount we consider your recent driving and incident history combined with the NCB granted by your current insurer. The amount of the discount varies with the number of claim free years driving you have accumulated. We use the youngest driver covered by the Policy to establish the discount applicable.

What happens if you do not pay the cost of your Policy by the due date?

We will have the right to cancel your Policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

Paying by instalments

- Where you pay your premium by instalments:
 - we will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for 14 days or more;
 - if any instalment of premium has remained unpaid for 30 days, the Policy will come to an end without notice to you.
- In the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of your claim.

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

Cooling Off Period

If, after reading your Policy, you are not satisfied with the cover, you may cancel this Policy within 14 days of receiving it, and obtain a full refund less any non refundable government charges and taxes that we have paid. You may notify us in writing or electronically.

If you make a claim for any incident within the 14 day period, must pay your annual premium in full.

If your Policy is for an event that will finish within the 14 day cooling off period, you can only exercise your right to cancel before the event starts.

General Insurance Code of Practice

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

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

Dispute Resolution Process

How you can resolve a complaint you have with us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance Policy.

Contact us

- Call 02 9551 1111 and we will try to resolve your complaint straight away. If we cannot, we will ask you to put your complaint in writing.
- You can write to us at:
 - Email: customerservice@calliden.com.au
 - Fax: 02 9551 1155
 - Address: PO Box 348, Milsons Point NSW 1565

How we resolve complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

If your complaint is still unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 780 808 or visit www.fos.org.au

If the FOS is unable to address your complaint then Calliden will inform you of an alternative dispute resolution scheme.

Before Purchasing Motor Vehicle Insurance

Obligations you need to know about before you take out insurance

Our Policy Wording explains the cover available and your rights and obligations. It also explains what may happen if you do not meet those obligations. You should ensure you understand the Policy Wording before taking out the insurance.

Information you will need when you apply:

- Sales receipt for the car, if purchased recently.
- Registration papers.
- Finance Contract, if under finance.
- Insurance record or latest renewal from your previous insurer.
- The traffic record for all requested drivers.
We may ask you to obtain a written copy of all driving records from the appropriate authority.
- List of all accessories and modifications plus their values.

When confirming details already supplied to us

If we ask you to return our application form, follow the instructions provided and ensure all questions are answered fully and honestly. Sign the application and return it together with payment.

If we do not ask you to return our application form, carefully check all the information on the documents that we provide to you. If the information is correct, please provide payment. If the information is not correct or there is information missing, it is your responsibility to tell us that the information is incorrect or missing. If you do not tell us information is missing or incorrect, we will assume that the information on the documents we have provided to you is correct and we will rely on this information in the event of a claim.

When you are completing our application form

Follow the instructions provided with the application. Ensure all questions are answered and the application form signed and dated. Do not forget you are answering all the questions for all the drivers on the application form. You are reminded of your Duty of Disclosure.

When you have completed and paid for your insurance

We will forward you a Policy Schedule. Please check this document carefully. If all the information is correct, you do not need to do anything else. If any information is incorrect or missing, it is your responsibility to tell us that information is incorrect or missing. If you do not tell us information is missing or incorrect, we will assume that the information on the Policy Schedule we have provided is correct and we will rely on this information in the event of a claim.

Don't Prevent Our Right to Recovery

We will not compensate you for any loss or damage that is covered by this Policy where:

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage; and
- you have agreed with that person or party, either before or after the inception of this Policy, that you will not seek recovery from them.

Privacy

Calliden and Dawes respect your privacy and operate at all times in accordance with their privacy policies. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your Policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties

including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565.

Making a Claim

Repairs

When you need to make a claim, you can choose your own repairer or we can recommend a repairer to carry out the repairs to your motor vehicle.

When your motor vehicle is being repaired – what we will do

When you have chosen your own repairer or you have chosen the repairer we recommend, we will ask the repairer to provide a quotation for the work that is required to repair your motor vehicle. If we consider that the quote is fair and reasonable, we will authorise the repairer to carry out the repairs. When it comes to the repair of your motor vehicle we:

- will repair your motor vehicle to return it to the condition it was in before the incident which damaged your motor vehicle;
- will use new parts or parts consistent with the age and condition of your motor vehicle;
- may instruct the repairer to use other repairers to complete certain parts of the repairs. For example, if your windscreen is damaged, we may instruct the repairer to have the windscreen repaired by a specialist windscreen repairer;

- guarantee the quality of workmanship and materials for the life of the motor vehicle (subject to wear and tear).

If you choose your own repairer, we may not always authorise the repairs if we are not satisfied that the quote for the repairs is fair and reasonable. If this happens:

- we will pay you the amount that we determine to be fair and reasonable for the repairs. This amount will be determined by a motor vehicle assessor appointed by us inspecting the damage to your motor vehicle, and reviewing, adjusting and/or amending your repairer's quote. We may also compare your repairer's quote with a quote we obtain from a repairer we choose;
- if we do not authorise repairs and we pay you the amount we determine to be fair and reasonable for the repairs, we will not guarantee the quality of workmanship and materials.

Emergency repairs

You may carry out emergency repairs up to the cost of \$250 (including any GST).

What is not covered

We:

- will not be responsible for additional costs incurred because of delays in delivery of parts;
- will not pay for any air-conditioning refit, re-gas or any modification required by law;
- may require you to contribute to the cost of the repairs if the repairs to your motor vehicle leave it in a condition that is better than the condition it was in before the incident that caused the damage.

When you need to make a claim

Before we can settle any claim under your Policy the premium must be paid. You must promptly tell us about the claim and give us all information about the claim. This can be done by telephone, facsimile or email. We will forward you a claim form for completion.

It is important to remember that a claim made by any one of the persons named as the insured in the current Policy Schedule is a claim by all of them.

Proof of loss

When you make a claim under this Policy, we may ask you to provide proof of purchase or proof of ownership of your motor vehicle, items or accessories. If you cannot provide this proof we may not pay you.

Paying your excess

When you make a claim under this Policy we will advise you when and how to pay your excess/es. You must pay your excess/es when we request it or we will be unable to pay your claim.

Claims for less than the excess

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

How you must co-operate

In the event of a claim you have an obligation to provide all assistance and co-operation in settling the loss. You must help even after we have paid your claim. We may attempt to recover the amount of our payment from another party if they were responsible for the loss or damage. We will do this in your name. We may also wish to defend you if it is alleged you caused someone else's loss or damage.

If your motor vehicle is a total loss

If we:

- pay you any negotiated value; or
- pay you current market value; or
- replace your motor vehicle with a similar motor vehicle;

(depending on the cover purchased), less any excess applicable, this Policy comes to an end and no refund of premium is due to you. Once we have paid you, your motor vehicle, including all accessories and modifications advised to us, becomes our property. All accessories or modifications not advised to us are your property. We may charge you or deduct from any payment we make to you the cost to remove and deliver them to you. If any insured accessories or modifications are removed and not replaced with a fully functioning standard component, we will deduct the value of the fully functioning standard component from any payment we make to you.

For dual control systems only, if your motor vehicle is a total loss, the dual control system will remain your property, however, you must pay any cost of the removal of the system from your motor vehicle.

Damage to someone else's property

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

How does a claim affect your no claim bonus

Your No Claim Bonus will be reduced by two years upon lodgement of any claim unless we agree that:

- the accident was entirely the fault of the other driver; and
- you can give us the name and address of the other driver.

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

GST

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess. If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

Making Changes to Your Policy

Changing motor vehicles

If you replace your motor vehicle with another, we may insure the new motor vehicle on the same terms and conditions as your old motor vehicle. For the Policy to cover the new motor vehicle:

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

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

Changing your address

You must notify us immediately if you change your address. This means if you relocate either temporarily or permanently, you must advise us in writing immediately. Failure to notify us may result in a claim not being paid.

Changing your motor vehicle's parking address

You must notify us immediately if you change the address that you have declared to us as the address where your motor vehicle is usually parked overnight. This means if you change the address where your motor vehicle is parked overnight either temporarily or permanently, you must advise us in writing immediately. Failure to notify us may result in a claim not being paid.

If you change the way you use your motor vehicle

You must notify us immediately if you:

- change the way you use your motor vehicle from the way you have declared to us that you use your vehicle; or
- change the number of times per week or per month that you drive your motor vehicle from the number you have declared to us; or
- change the number of times per week or per month your motor vehicle will be away from the address where it is stored, garaged or parked from the number you have declared to us; or
- have declared to us your motor vehicle is not driven and you will be driving your motor vehicle.

Failure to notify us may result in a claim not being paid.

If you want to change any other information or details in your Policy please contact us.

The change will be effective if:

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

Cancelling your Policy

We may cancel your Policy where we are allowed to do so by law by writing to the postal address last provided to us.

You may cancel your Policy at any time in writing. If you do this, we will deduct from the premium you have paid us, the premium for the period that you have been insured together with a fee of 15% (plus GST) of the amount of premium that remains until the expiry of the period of insurance. We will then refund the remaining premium to you.

Notices

All notices issued by us to you will be in writing. The notice is effective if it is delivered to you personally, by facsimile, electronically or if it is delivered or posted to your last postal address provided to us. It is important for you to tell us of any change to your postal address as soon as possible.

If you sell or give away your motor vehicle

This Policy comes to an end if you sell or give away your motor vehicle, without any notice to you. You should advise us in writing of the disposal of your motor vehicle and we will cancel your Policy and refund the premium due to you from the date of sale.

Driving Instructor's Motor Vehicle Insurance Policy

You should read this **policy** and **your policy schedule** carefully and if it is not correct contact **us**. These are important documents and you should keep them in a safe place.

Words with Special Meanings

Words with special meanings will be seen throughout your **policy** in bold lettering. Please refer to the following definitions for the meaning we give these words.

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

Application - The written or verbal application for this insurance and any other information given to **us** either in writing or verbally when applying for this **policy**.

Dual Control – A pedal operated device designed to allow control of the brake and clutch systems by a person occupying the passenger's seat of a **motor vehicle**.

Electronic Data – Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Excess – The amount of money **you** must contribute towards the cost of each event that gives rise to a claim. The amount of the **excess** is shown in **your policy schedule** and in Section Six of this **policy**.

Garage – A lockable room comprising a minimum of four contiguous walls and roof with a lockable door for **motor vehicle** access. This **garage** may form part of and be attached to **your** residence. This definition does not extend to enclosed communal parking areas or communal garages.

Hire – The use of **your motor vehicle** for reward, other than when **your motor vehicle** is being used by a **professional driving instructor** to provide tuition to a **learner driver**.

Learner Driver – Any person holding a permit to drive a **motor vehicle**, while accompanied by a duly licensed driver. For the purpose of this **policy** a learner driver is deemed to be a **named driver** when accompanied by and under the tuition of a **professional driving instructor** who is a **named driver**.

Market Value – The value **we** determine as being the replacement cost of **your motor vehicle** with another motor vehicle of the same make, model and condition as **your motor vehicle** at the date of its loss or damage.

Modification – Any change to **your motor vehicle** from the manufacturer's standard specification including but not limited to **your motor vehicle's** body, engine (including fuel delivery and exhaust systems), transmission, wheels, (including diameter and width) tyres, suspension or interior.

Motor Vehicle – A mechanically propelled vehicle having four or more wheels either registered for use on public roads or capable of such registration. Motor vehicle includes the Motor Vehicle's components, accessories, tools and spare parts usually supplied by the manufacturer and installed or attached to the Motor Vehicle or specified in the **application** as accessories or **modifications**.

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

Named Driver – A person nominated on **your policy schedule** as a Named Driver. Only Named Drivers are insured.

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

Period of Insurance – The period shown in **your policy schedule**.

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

Policy Schedule – The most recently issued premium advice, renewal invitation or schedule, which shows **your policy** number, together with the details of **your cover**.

Principal – A person or entity for who **you** act as agent or contractor because **you** have entered into a contract or agreement with them for the performance of work.

Professional Driving Instructor – A person who holds the appropriate licence and/or qualifications issued by the relevant road or traffic authority in the State or Territory where **your motor vehicle** is registered.

Substitute Motor Vehicle – A similar **motor vehicle** to **your motor vehicle** which is registered for use on public roads.

Sum Insured – The **market value** of **your motor vehicle**.

Total Loss – When repair costs to **your motor vehicle** plus the value of the wreck, in **our** opinion exceed its **sum insured**, or it is stolen and not recovered, **we** may, at our option, declare **your motor vehicle** a Total Loss.

Unattended – Any time there is no person over the age of 16 in **your motor vehicle** with **your** permission or the permission of a **named driver**.

You, your, yourself, Insured – The insured person or entity named in **your policy schedule**. If more than one person or entity is named as the Insured, **we** will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities.

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

We, us, our, Insurer – Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL 234438).

Section One: Loss or Damage to Your Motor Vehicle

We cover accidental damage to or theft or attempted theft of **your motor vehicle** during the **period of insurance**, but **we** will not cover any loss or damage:

- if **you** or a **named driver** leave persons under the age of 16 years in **your motor vehicle** when they are unaccompanied by a person over the age of 16 years.
- if any anti-theft device which **you** have told **us** is installed on or in **your motor vehicle** is not in good working order and activated or **your motor vehicle** is not locked and the keys removed when **your motor vehicle** is **unattended**, including while **your motor vehicle** is parked in **your garage**.
- when **your motor vehicle** is being driven by any person who is not a **named driver**, except when **your motor vehicle** is being driven by:
 - a member of the motor trade or motor engineer for overhaul, upkeep, repair or sale;
 - an employee of any parking station for the purpose of parking;
 - by any person in an extreme medical emergency in which case the onus of proof will be on **you** to substantiate the necessity for **your motor vehicle** to be driven by or be in the control of a person other than a **named driver**;
 - any **learner driver** whilst in control of **your motor vehicle** when accompanied by a **named driver** who is a **professional driving instructor**.

If **your motor vehicle** is not a **total loss**, **we** will, at **our** option repair, pay the cost of repairing **your motor vehicle**, or make a cash settlement up to the limit of the **sum insured** at the time of loss less any **excess** that may be applicable. **We** will be entitled to any residual value of parts replaced.

If **we** declare **your motor vehicle** to be a **total loss**:

- **we** will at **our** option either pay the **sum insured**, any **negotiated value**, or replace **your motor vehicle**, less any **excess** that may be applicable;

- within two years from the date of its original registration, where you are the first registered owner, **we** will, at **our** option and subject to local availability and the agreement of any party having a financial interest in **your motor vehicle**, replace **your motor vehicle** with a new motor vehicle of the same make, model and series, with the same accessories as declared in the **application** or **policy schedule** less any **excess** that may be applicable;
- **you** will be entitled to remove any **dual control** system fitted to **your motor vehicle**, provided that you pay any cost of the removal of the system;
- **we** will be entitled to take over ownership of **your motor vehicle**.

If a stereo system in **your motor vehicle** is damaged or stolen, the most **we** will pay to repair or replace the stereo system is \$1,000 or the 10% of the **sum insured**, whichever is the lesser.

Section Two: Liability Cover

We will indemnify **you** and any passenger or any **named driver** for all sums for which you or such passenger or **named driver** will become legally liable to pay in compensation for damage to the property of others (up to a maximum of \$20,000,000.00 (twenty million dollars) for any one **accident**) arising out of an **accident** caused by or connected with **your motor vehicle** (including any trailer attached to **your motor vehicle**), happening during the **period of insurance**, less any **excess** that may be applicable.

We will also pay all reasonable legal costs and expenses incurred by **you** or the **named driver** in defending or undertaking any legal action subject to our prior written consent. These legal costs and expenses are included in and not in addition to the maximum amount of cover of \$20,000,000 (twenty million dollars).

We will not cover any liability which results in a claim when **your motor vehicle** is being driven by any person who is not a **named driver**, except when **your motor vehicle** is being driven by:

- a member of the motor trade or motor engineer for overhaul, upkeep or repair; or
- an employee of any parking station for the purpose of parking; or

- any person in an extreme medical emergency in which case the onus of proof will be on **you** to substantiate the necessity for **your motor vehicle** to be driven by or be in the control of a person other than **you** or a **named driver**.

When **your motor vehicle** is out of use for service or repair and **you** or a **named driver** drives a **substitute motor vehicle**, the cover provided by this section is extended to cover legal liability arising from the use of the **substitute motor vehicle**.

We will indemnify **your** employer (including the Commonwealth and State Governments and their departments) or **principal** if an **accident** that results in a claim arises from **you** or a **named driver** using **your motor vehicle** on business.

There is no cover under this section:

- unless **you** and any **named driver** observe, fulfil and are subject to the terms, exceptions and conditions of this **policy** insofar as they apply;
- in respect to damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this **policy**;
- in respect of damage to any **motor vehicle** insured by this **policy**;
- in respect of penalties, fines, punitive, exemplary or liquidated damages;
- in respect of death or personal bodily injury to any person arising from any **accident** involving **your motor vehicle**.

Section Three: Additional Benefits

Recovery and Towing

If **your motor vehicle** is accidentally damaged or recovered after being stolen, **we** will pay the reasonable cost of recovery and moving it to the nearest authorised repairer or place of safety to a maximum of \$500. Any further movement of **your motor vehicle** may only be conducted with **our** consent.

Transportation by Sea

We will pay **your** contribution for general average and salvage charges, where these maritime conditions apply, while **your motor vehicle** is being transported

by sea between places within the Commonwealth of Australia even in the event of there being no loss or damage to **your motor vehicle**.

Section Four: Optional Additional Benefit -Windscreen Repair/Replacement

If **you** choose this optional additional benefit, and it is shown on **your schedule**, **we** will pay for damage to a windscreen when there is no other damage to **your motor vehicle**.

We will either:

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

Repair or replacement of a windscreen once during the **period of insurance** does not require payment of an **excess**. If **your motor vehicle** requires its windscreen to be repaired or replaced more than once during the **period of insurance**, **you** will be required to pay an **excess**.

Section Five: Exclusions

There is no cover under this **policy** if at the time of any **accident** or event which results in a claim, **your motor vehicle** (or any other **motor vehicle** covered by this **policy**) was used by, or was in the custody or control of **you** or a **named driver**, and:

- **you** were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
- any **named driver** driving **your motor vehicle** with **your** consent was under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis, and **you** knew or should reasonably have known when **you** gave consent, that the **named driver** was, or would be at the relevant time so affected by intoxicating liquor or drugs;

- **you**, or any **named driver** were not licensed or authorised to be driving;
- **your motor vehicle** was being driven by any person under the age of 25 unless they were accompanied by **you** or a **named driver** and **you** or the **named driver** are a **professional driving instructor** or they were accompanied by a driving examiner for the purpose of a driving test.

There is no cover under this **policy** if at the time of any **accident** or event which results in a claim, **your motor vehicle** (or any other **motor vehicle** covered by this **policy**):

- was in an unsafe or unroadworthy condition;
- was damaged intentionally by **you** or a **named driver** or on **your** or their behalf, or with fraudulent intention;
- was outside of Australia;
- was used in an experiment, test, trial, demonstration or to tow some other motor vehicle in connection with the motor trade;
- was on **hire** to another person, or used to carry passengers or goods for **hire** or reward;
- was being used for any unlawful purpose;
- was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest;
- was being used on a racetrack or course in any capacity whatsoever without **our** written approval;
- was used off road or on any ungazetted road or highway;
- was being used for a driver education course unless **you** have told us **your motor vehicle** would be used for this purpose and **we** have agreed in writing to cover it;
- was being used for learner driver tuition for reward while not fitted with an operative **dual control** system.

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

- loss of use, depreciation, wear and tear, rust and corrosion;

- damage caused by domestic animals or pets owned by **you** or for which **you** are legally responsible;
- the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the vehicle due to previous damage and/or repairs;
- mechanical, structural, electrical or electronic breakdown or failure;
- damage to tyres by application of brakes, road cuts, punctures or bursts;
- losses due to **your** or a **named driver's** failure to take reasonable steps to protect **your motor vehicle**;
- losses due to **your** or a **named driver's** failure to protect **your motor vehicle** following **you** or a **named driver** becoming aware of the loss or theft of **your motor vehicle's** keys or any other keys or passes which may provide access to **your motor vehicle** or **your motor vehicle's** keys;
- the cost of replacing an entire set and/or pair when not all of the set and/or pair are damaged;
- loss of or damage to **your motor vehicle** by lawful repossession, seizure or other operation of law;
- **motor vehicles** which have been modified from the manufacturers' original specification for the model and series, unless such **modifications** have been disclosed to and agreed to in writing by **us**;
- any claim in respect of loss, liability or damage arising directly or indirectly or in consequence of or in any way involving asbestos or any materials containing asbestos, in whatever form or quantity;
- **your motor vehicle** if it is being driven on rails;
- bodily injury of any kind;
- consequential loss of any kind.

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

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

- any act of terrorism.

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

- any action taken in controlling, preventing, suppressing or in any way relating to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. **We** will pay for any resultant loss or damage that is covered by this policy;
- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of **electronic data**;
- error in creating, amending, entering, deleting or using **electronic data**;
- total or partial inability or failure to receive, send, access or use **electronic data** for any time at all.

If **we** allege that by reason of the above exclusions any loss, damage, cost or expense is not covered by this **policy**, the burden of proving to the contrary will be upon **you**. In the event any portion of the above exclusions are found to be invalid or unenforceable, the remainder will remain in full force and effect.

We may refuse to pay a claim if **you** do not advise us immediately if **you**:

- change **your** address or the address **you** have declared to us as the address at which **your motor vehicle** is parked overnight;
- change the way **you** use **your motor vehicle** or the usage pattern of **your motor vehicle**;

but we will maintain cover if:

- **you** have told **us** about the change; and
- **we** have agreed to cover **you**; and
- **you** have paid any additional premium required.

Section Six: Excess

A basic **excess** applies to all claims under this **policy** for loss or damage to **your motor vehicle**. The amount is specified in the **policy schedule** as the “basic policy excess”.

In addition to the amount stated in the **schedule** as “the basic policy excess”, **you** or any other party indemnified by this **policy** will bear, in respect of each **accident**, the amount shown in **your schedule** as the “learner driver excess” while **your motor vehicle** is being driven by or is in the charge of a **learner driver**.

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

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

Section Seven: Claims Procedures and Conditions

When **your motor vehicle** is involved in an **accident** or loss which may give rise to a claim under this **policy**, **you** must contact **us** without delay. **You** can contact Calliden to make a claim in any of the following ways:

Tel: 1300 78 55 44

Fax: 1300 78 77 55

Postal address: PO Box 2717, Taren Point NSW 2229

Email: claims@calliden.com.au

You must also:

- take all reasonable steps to avoid further loss or damage;
- inform the Police as soon as possible, but within 24 hours of the damage coming to **your** attention, if **your motor vehicle** (or part of **your motor vehicle**) is stolen, or damaged in an attempted theft, or if malicious damage is suspected;
- within 30 days complete and give to **us our** claim form if **we** ask **you** to complete a claim form;
- give all information and assistance required by **our** legal representative or investigator to allow **us** to fully examine and settle **your** claim, and/or enforce in **your** name the rights **we** may have against any third party;
- not authorise repairs without **our** approval, except emergency repairs up to \$250. Repairs must be commenced as soon as practicable;
- pay any contribution on the cost of repairs or part/s where the repair or replacement part/s puts **your motor vehicle** in a better condition than prior to it being damaged.

When property belonging to other people is damaged in circumstances which may give rise to a claim under Section Two **you** must:

- not without **our** consent in writing, make any admission of liability, offer, promise or payment in connection with that claim;
- forward to **us** every letter, claim, writ, summons or process relating to the claim immediately after it is received.

We will have full discretion in the conduct of any proceedings or in settlement of any claim made against **you** and may:

- take over and conduct in **your** name the defence or settlement of any claim;
- prosecute in **your** name any right of recovery against other persons.

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

Claims for less than the excess

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

Repairs

We will arrange for and pay for repairs in accordance with **our** Repair **policy** which is set out in the PDS section of this booklet under “Making a Claim”.

Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. Headings are for convenience only and do not affect interpretation.

Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

Section Eight: Paying by Instalments

- Where **you** pay **your** premium by instalments:
 - **we** will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for 14 days or more;
 - if any instalment of premium has remained unpaid for 30 days, the **policy** will come to an end without notice to **you**.
- In the event of a claim, any balance of the annual premium will be become due before settlement of the claim. Alternatively, it may be deducted from the settlement of **your** claim.
- If the financial institution holding **your** account return or dishonour a direct debit payment due to lack of funds in **your** account, **we** will charge **you** for any direct or indirect costs which **we** incur arising from the payment being returned or dishonoured.

Section Nine: Cancellation

You may terminate this **policy** at any time by forwarding to **us** a request in writing or electronically. If **you** do this, **we** will deduct from the premium **you** have paid **us**, the premium for the period that **you** have been insured together with a fee of 15% (plus GST) of the amount of premium that remains until the expiry of the **period of insurance**. **We** will then refund the remaining premium to **you**.

We may cancel this **policy** at any time where **we** are entitled to do so by law. If **we** cancel the **policy**, **we** will refund the premium in respect of the unexpired period of the **policy**.

In the event of **your motor vehicle** being declared a **total loss**, this **policy** will be cancelled from the date of the event causing the **total loss**. No refund of premium will be made.

powered by
calliden



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