

# Motor Vehicle Insurance

Product Disclosure Statement & Policy Wording



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Thank you for choosing Calliden for your motor vehicle insurance.

This booklet is divided into two parts - the first part contains the Product Disclosure Statement and the second part contains the Policy Wording. It is important that you read this booklet carefully.

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## Product Disclosure Statement

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### Introduction

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This document is a Product Disclosure Statement (PDS) for our Motor Vehicle Insurance Policy and is also the Motor Vehicle Insurance Policy wording.

This PDS is dated 01 December 2008 (ref: CMNLC 1208) and is issued by: Calliden Insurance Limited  
Level 7, 100 Arthur Street  
North Sydney, NSW 2060  
Phone: 02 9551 1111  
Fax: 02 9551 1155

The PDS has been prepared to assist you in understanding the key features of the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium will be calculated. You should read it carefully. You should also read the policy wording for full details of the terms, conditions and limitations of the insurance cover.

### About the Insurer

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Calliden Insurance Limited (Calliden) ABN 47 004 125 268, is a public company incorporated in Australia. It is authorised under the Australian 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.

### How to Contact Us

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You may contact us:

- By telephone on 02 9551 1111
- By writing to us at Calliden Limited, PO Box 348, Milsons Point NSW 1565
- By email through our website [www.calliden.com.au](http://www.calliden.com.au)

### About the Agent

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Vehicle Insurance Underwriters Pty Ltd (ABN 85 063 264 371, AFSL 318544) (VIU) arranges policies for and on behalf of Calliden.

VIU 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 VIU acts as an agent for the insurer and not for you.

### About NLC Insurance Pty Ltd

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NLC Insurance Pty Ltd (NLCi) is an authorised representative of Vehicle Insurance Underwriters Pty Ltd (ABN 85 063 264 371, AFSL 318544). NLCi is designed primarily to assist NLC novated lease customers with their vehicle insurance needs. You can contact NLCi on 03 8699 7000.

### Duty of Disclosure

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Whether you are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy you have a duty of disclosure.

#### Your Duty of Disclosure for New Policies

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.

#### Your Duty of Disclosure for Renewals

If you have already entered into a policy and you are proposing to renew, vary, extend or reinstate the policy your duty of disclosure changes. You have a duty to tell

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## Product Disclosure Statement (cont'd)

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us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

### Who Needs to Tell Us?

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

### What You Are Not Required to Disclose

Your duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, and
- we have indicated we do not want to know.

### If You Do Not tell Us

If you do not answer our questions in this way or disclose everything you know, 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.

## Product Disclosure Statement (cont'd)

Significant Features and Benefits of this Policy	
Comprehensive vehicle cover	Market value
If your vehicle is a total loss in the 24 months after it was first registered, where you are the first registered owner	Replacement of your vehicle with a new vehicle of the same make, model and series
Lease payout	When your vehicle is a total loss, we will pay to discharge your obligations under the lease if the amount you owe under your lease is more than the market value
Towing and storage following an accident	We will pay reasonable costs
Emergency repairs	Up to \$500 if vehicle cannot be driven
Third party at fault accidents	No excess applies & No Claim Bonus unaffected if third party at fault can be identified
Hire car costs following theft	Up to \$100 per day with a maximum of \$1,500 and 21 days
Collect or deliver your vehicle	Reasonable costs if the vehicle is repaired over 100 kms from home or work
Collect and return your vehicle	Up to \$2,000 for reasonable costs you incur as a result of recovering and returning your vehicle to the place that it is usually garaged if it is stolen and then found
Replacement vehicle	Automatic cover for 14 days up to the sum insured if you tell us within 14 days of receiving it
Baby seat /capsule	\$300 limit
Loss or damage to trailer	Cost of repair or market value up to \$500
Emergency accommodation/travel	Up to \$1,000 for reasonable costs of completing your journey or returning to your place of departure or if you are more than 150 kms from home and your journey cannot be completed, the reasonable costs of overnight accommodation
Personal property	Up to \$1,000 if accidentally damaged or stolen
Excess free windscreen/window cover	Repair or replacement of one windscreen/glass in windows per period of insurance without the application of an excess
Replacement of locks and keys	Up to \$2,000 if keys are stolen
Choice of repairer	Available or we can recommend a repairer convenient to you
Cover for damage to other people's property	Up to \$20m including costs
Death benefit	\$5,000 to your estate if you are killed while driving your vehicle
Uninsured medical expenses benefit	Up to \$500 for costs not covered by private health insurance, Medicare, or another scheme/insurance
Personal injury to other people	Only if the vehicle is not insurable under a compulsory scheme
Optional hire car after an accident	\$35 per day hire car or travel allowance up to a maximum of 10 days
Optional no claim bonus protection	1 at fault claim per 12 month period of insurance does not affect your no claim bonus

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## Product Disclosure Statement (cont'd)

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### Exclusions

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The policy will not provide insurance cover under certain circumstances. The policy will not cover you for loss or damage when your vehicle is:

- used illegally or for an unlawful purpose;
- used for carrying goods or passengers and you get paid for this;
- used when it is in an unroadworthy or unsafe condition, and you knew, or should have known, that it was unroadworthy or unsafe.

The policy will not cover loss, damage or liability:

- arising from or caused directly or indirectly by total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of electronic data;
- for personal injury or, property damage in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

The policy will not cover your vehicle for:

- deterioration, wear, tear, rust or other forms of corrosion;
- the cost of repairing or replacing parts that have failed or broken down;
- the cost of repairs to your vehicle for damage that happened before this insurance commences;
- tyre damage caused by cuts, punctures or bursting of the tyres or damage that occurs by applying the brakes of your vehicle.

These are only some of the exclusions that are contained in the policy.

You should read the policy wording and make yourself aware of all the exclusions that apply.

### Conditions

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You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium.

You should make yourself aware of all the conditions that apply by reading the policy wording.

### Limits of Cover

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Our liability is limited to the amount shown in the Schedule that we will issue to you and any limits shown in the policy wording. You need to decide if the limits of cover are appropriate for you. If they are not, you may be underinsured and have to bear part of any loss yourself.

### Excesses

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The excess is the amount you must contribute towards the cost of any claim you make. The excess applicable will be shown in your policy Schedule.

You may have to pay more than one excess depending upon the age and driving experience of you or named drivers. 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 basic policy excess will be shown on your Schedule and will be determined by the value of vehicle and your claims and driving history.
- **Age or Inexperienced Driver Excess:** is in addition to the basic policy excess. The age and inexperienced driver excesses that apply to this policy are:
  - \$600 while your vehicle is being driven by or is in the charge of any person under the age of 21;
  - \$400 while your vehicle is being driven by or is in the charge of any person between the ages of 21 and 25;
  - \$400 while your vehicle is being driven by or is in the charge of any person who is over the age of 25 and has held a full Australian Driver's Licence for less than two years;

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 Schedule.

### Cost of the Policy & Paying for the Insurance

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The amount that we charge you for this insurance when you first acquire your policy and when you renew your policy is called the premium. The premium is the total that we calculate when considering all of the factors which make up the risk, such as:

- cover you choose
- the amount of benefit chosen
- the individual circumstances of the insured including matters such as age of vehicle, and age of drivers.

The total cost of your policy is shown on your policy Schedule and is made up of your premium plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees.

## Product Disclosure Statement (cont'd)

### No Claim Bonus (NCB)

A discount on your premium is provided to reward good drivers. To provide this discount we consider factors such as:

- your recent driving;
- incident history; and
- the NCB granted by your current insurer.

The amount of the discount varies with the number of claim free years driving you have accumulated. Your NCB will be shown on your Schedule.

### 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.

### Other Costs, Fees and Charges

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

Costs or Fees	Details
<b>Cancellation Fee</b>	<p>You may cancel your policy at any time. If you choose to cancel your policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residue for the unexpired period, less any non-refundable government taxes or charges provided that:</p> <ul style="list-style-type: none"> <li>• no event has occurred where liability arises under the policy; and</li> <li>• you pay the applicable cancellation fee.</li> </ul> <p>For details of your cancellation fee please refer to your Financial Services Guide (FSG), Statement of Advice (SOA) or contact your broker or insurance intermediary directly.</p>
<b>Monthly Instalment Fee</b>	<p>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 FSG, SOA or contact your broker or insurance intermediary directly.</p>
<b>Administration Fee</b>	<p>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 FSG, SOA or contact your broker or insurance intermediary directly.</p>
<b>Commissions</b>	<p>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 FSG, SOA or contact your broker or insurance intermediary directly.</p>

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## Product Disclosure Statement (cont'd)

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### Making a Claim

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#### 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. Further details about making a claim are shown in '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 vehicle.

When we authorise repairs, we:

- will guarantee the quality of workmanship and materials for the life of the vehicle (subject to wear and tear);
- will use new parts or parts consistent with the age and condition of your vehicle;
- may instruct the repairer to use other repairers to complete certain parts of the repairs.

#### Paying Your Excess

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

#### 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.

### GST

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If you are entitled to an input tax credit for the premium, 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.

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 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.

### Making Changes to Your Policy

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If you need to make any changes to your policy please contact NLCi on 03 8699 7000 or email [insurance@nlc.com.au](mailto:insurance@nlc.com.au)

#### Changing Vehicles

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

- you must give us details of the new vehicle within 14 days of acquiring it; and
- we must agree to cover the new 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.

**If you want to change any other information or details in your policy please contact NLCi on 03 8699 7000 or email [insurance@nlc.com.au](mailto:insurance@nlc.com.au)**

The change will only 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.

### Cooling Off Period

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If, after reading your policy, you are not satisfied with the cover, you may cancel this policy within 21 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 21 day period, you must pay your annual premium in full.

If your policy is for an event that will finish within the 21 day cooling off period, you can only exercise your right to cancel before the event starts.

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## Product Disclosure Statement (cont'd)

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### Cancellation

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You may cancel this policy at any time by notifying us in writing. If you cancel this policy, a cancellation fee may apply. We may cancel the policy where we are entitled to by law.

Further details about cancellation are shown in 'Cancellation of the Policy' section in the policy wording.

### Dispute Resolution Process

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#### 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

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
  - 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 78 08 08 or visit [www.fos.org.au](http://www.fos.org.au)

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

### Privacy

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Calliden respects your privacy and operates at all times in accordance with its privacy policy. 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.

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## Product Disclosure Statement (cont'd)

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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](http://www.calliden.com.au)
- by phone 02 9551 1111
- by email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565.

### General Insurance Code of Practice

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Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

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## Motor Vehicle Insurance Policy

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### Introduction

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This is **your** comprehensive motor vehicle insurance policy wording. Please read it carefully to ensure that it meets **your** needs. If **you** have any queries, please contact Calliden or **your** insurance adviser.

**Your** policy is a contract of insurance between **you** and Calliden Insurance Limited. **Your** policy is made up of:

- this policy wording;
- the most current policy **schedule** issued by **us**;
- any endorsements; and
- any other change advised by **us** in writing.

Please keep **your** policy documents in a safe place.

This policy wording contains two sections:

- **Section 1: Loss or damage to your vehicle.**
- **Section 2: Legal liability cover.**

### Definitions

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The following definitions apply in this policy:

**Business purposes** means **you** using **your vehicle** in connection with **your** business or occupation provided **you** are not using **your vehicle** to carry dangerous goods and/or **you** are not a tradesperson.

**Electronic data** means 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.

**Emergency repairs** means minor repairs which are essential for **you** to be able to drive **your vehicle** safely from the accident or event causing the damage.

**Excess** means the amount that **you** must pay towards the cost of any claim under **your** policy.

**Market value** means the amount of money **we** calculate it would cost to replace **your vehicle** in **your** local area with an identical vehicle. It takes into account the age, make, model, kilometres travelled and condition of **your** vehicle. It includes GST, registration, CTP insurance and any other on road costs.

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## Motor Vehicle Insurance Policy (cont'd)

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**Period of insurance** means the time **you** are covered by this insurance. It is shown on **your schedule**.

**Schedule** means the document we give **you** which sets out the details of **your** insurance cover. **You** will receive a **schedule** when **you** first take out **your** insurance and again when the policy is renewed or changed.

**Substitute vehicle** means a registered vehicle designed and used for private use which does not belong to **you** and which **you** are using while **your vehicle** is unable to be driven.

**Total loss** means **we** have decided it is uneconomical to repair **your vehicle** or **your vehicle** has been stolen and **we** have determined it is unlikely to be recovered.

**You** or **Your** means any person, company(ies), or firm named in the schedule as the Insured.

**Your vehicle** means the registered vehicle **we** are insuring for **you**. This includes accessories, options and standard tools while they are in or on **your vehicle**. This includes fitted and non standard accessories if **you** tell **us** about them and **we** agree to insure them.

**We, us** or **our** means Calliden Insurance Limited (Calliden) (ABN 47 004 125 268 AFSL No 234438).

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## Section 1: Loss or Damage to Your Vehicle

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### What is Covered

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**We** will repair, replace or pay at **our** option for loss of and/or damage to **your vehicle** when it is accidentally damaged, stolen or burnt anywhere within Australia during the **period of insurance** provided:

- **you** are using **your vehicle** for private purposes; or
- **you** are using **your vehicle** for **business purposes**.

Declaration of a **total loss** is at **our** option. The most that **we** will pay is the **market value** of **your vehicle**.

If **your vehicle** is a **total loss**, and **your vehicle** is financed, **we** will pay the total finance amount that **you** owe on **your vehicle** to the financier and then pay **you** the balance (less the total **excess** that applies). The most **we** will pay is the **market value** of **your vehicle**.

### Replacement New Vehicle After Total Loss

**We** will offer **you** a new replacement vehicle of the same make, model and series as **your vehicle** if:

- **your vehicle** was first registered within 2 years of the date of the event that caused the **total loss** and you are the first registered owner and;
- the **total loss** is covered by this policy and;
- a vehicle of the same make, model and series is available in Australia and;
- anyone who provided finance for **your vehicle** agrees to the replacement in writing.

**We** will also pay all on road costs and **your** policy will continue to its expiry date if **we** agree to continue to insure **you**.

### Additional Cover

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If **you** have a valid claim that **we** have accepted for loss or damage to **your vehicle**, **we** will extend **your** insurance to include the following Additional Cover.

#### Hire Vehicle After Theft

If **your vehicle** is stolen, **we** will pay the cost of hiring a replacement vehicle of a similar make, model and carrying capacity. **We** will pay this cost until **your vehicle** is found or for a maximum of \$100 per day, and \$1,500 in total, for period of no more than 21 days.

**We** will only pay these hire costs when **you** make a claim and pay the applicable **excess**.

#### Loss or Damage to Trailer

If a trailer is damaged or stolen while it is attached to **your vehicle**, **we** will pay the lesser of the cost of repairs to the trailer or the **market value** of the trailer up to \$500, provided the trailer is not otherwise insured.

#### Emergency Repairs

If **your vehicle** is damaged, **we** will pay up to \$500 for **emergency repairs** that are needed so that **you** can return to **your** home.

#### Personal Property

**We** will pay up to \$1,000 if **your** personal property is lost or damaged in an accident involving **your vehicle** or if it is stolen from **your vehicle** while it was securely locked, provided **your** personal property is not otherwise insured.

Personal property does not include money, cheques, credit or debit cards or any property used for or in connection with earning income.

**We** will also pay up to \$300 for loss or damage to a baby seat or capsule that is stolen from **your vehicle** or damaged in a fire or accident while in **your vehicle**.

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## Section 1: Loss or Damage to Your Vehicle (cont'd)

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### Towing and Removal

If **your vehicle** is damaged, stolen or burnt, **we** will pay the reasonable cost of removing **your vehicle** to the nearest repairer or any other place that **we** agree to. **We** will also pay the reasonable cost of removing **your vehicle** debris from the accident site, or where **your vehicle** was burnt.

If **your vehicle** is damaged in an accident more than 100kms from **your** home and cannot be driven, **we** will pay up to \$500 to have **your vehicle** returned to **your** home if either:

- the repairs to **your vehicle** are completed in an area more than 100kms from **your** home; or
- **your vehicle** is returned to **your** local area for repairs.

### Collect and Return Your Vehicle

If **your vehicle** is stolen and subsequently found, **we** will pay up to \$2,000 for reasonable costs **you** incur to return **your vehicle** to the place that it is usually garaged.

### Emergency Accommodation or Travel

If **your vehicle** is lost or damaged and cannot be driven, **we** will pay up to \$1,000 for the reasonable costs of:

- hiring a vehicle of similar make and model to **your vehicle** to complete **your** journey or return **you** and **your** passengers to where **your vehicle** is usually garaged; or
- returning **you** and **your** passengers to **your** place of departure; or
- conveying **you** and **your** passengers to the driver's final destination;
- overnight accommodation if **you** and **your** passengers are more than 150 kilometres from where **your vehicle** is usually garaged and **you** are unable to complete **your** journey in one day.

### Locks and Keys

**We** will pay up to \$2,000 for the reasonable cost of replacing **your vehicle's** key ignition barrels, locks and keys and/or recoding **your vehicle's** locks if **your vehicle's** keys are damaged, or they are stolen and police investigations conclude they are unlikely to be found, or there are reasonable grounds to believe **your** keys have been illegally duplicated.

### Lease Payout

If **your vehicle** is declared a **total loss**, and **your vehicle** is leased, **we** will pay to discharge **your** obligations under the lease if the amount **you** owe under **your** lease is more than the **market value**. This amount will be in addition to the amount **we** have paid **you** for the **total loss** of **your vehicle**.

**We** will not pay for any payments or interest in arrears at the time of the loss or damage and **we** will have the benefit of any discount in respect of finance charges and/or interest for the unexpired term of the agreement.

### Windscreen or Window Repair/Replacement

**We** will pay for damage to a windscreen or window when there is no other damage to **your vehicle**.

**We** will either:

- pay to repair a single chip or crack in a windscreen or a window of **your vehicle**; or
- **we** will pay to replace a windscreen or a window of **your vehicle**.

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

## Optional Cover

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### No Claim Bonus Protection

If **you** choose this optional cover, and it is shown on **your schedule** and **you** have provided **us** with evidence to satisfy **us** that **you** are entitled to a maximum no claim bonus, **we** will not reduce **your** no claim bonus for the first claim that **you** have, when it has been determined that **you** are at fault, in any one **period of insurance**.

### Hire Vehicle After an Accident

If **you** choose this optional cover, and it is shown on **your schedule** and **your vehicle** is damaged in an accident, **we** will pay \$35 per day towards the cost of hiring a replacement vehicle or if a rental or loan car is not available a daily travel allowance of \$35 per day. **We** will pay this cost until **your vehicle** is repaired and for a period of no more than 10 days. **We** will only pay these hire costs when **you** make a claim and pay the applicable **excess**.

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## Section 1: Loss or Damage to Your Vehicle (cont'd)

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### Repairs

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#### When You Need to Make a Claim

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 vehicle**.

#### When Your 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 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 vehicle we**:

- will repair **your vehicle** to return it to the condition it was in before the incident which damaged **your vehicle**;
- will use new parts or parts consistent with the age and condition of **your vehicle**;
- will use manufacturer's approved parts if **your vehicle** is under warranty (but excluding extended warranty);
- 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 **your 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 vehicle**, and reviewing, adjusting and/or reducing **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.

#### When Your Vehicle is Being Repaired – 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 if the re-fit, re-gas or modification is required by law;
- may require **you** to contribute to the cost of the repairs if the repairs to **your vehicle** leave it in a condition that is better than the condition it was in before the incident that caused the damage.

#### What You Are NOT Covered For

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##### We will not cover:

- reduction in value of **your vehicle** due to repair or its age or condition;
- deterioration, wear, tear, rust or other forms of corrosion to any part or parts of **your vehicle**;
- mechanical, structural, electronic or electrical failure or breakdown. **We** will pay for resultant damage to **your vehicle** if the failure or breakdown results in damage to **your vehicle** by accident or fire;
- the cost of repairing or replacing parts that have failed or broken down;
- the cost of repairs to **your vehicle** for damage that happened before this insurance commenced;
- tyre damage caused by cuts, punctures or bursting of the tyres or that occurs by applying the brakes of **your vehicle**.

**We** do not cover financial loss or any other costs **you** incur because **your vehicle** is damaged, stolen or burnt.

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## Section 2: Legal Liability Cover

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### What is Covered

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**We** will pay the amount **you** are liable to pay for a claim made against **you** following an accident anywhere in Australia involving **your vehicle** which causes damage to someone else's property. The accident must occur during the **period of insurance**. **We** will also pay any legal costs and expenses that **you** incur, provided **we** agree to them in writing before they are incurred.

The accident that results in the claim against **you** must arise from:

- **you** using **your vehicle**;
- **you** using a **substitute vehicle** that **you** do not own;
- loading or unloading goods from **your vehicle** or a **substitute vehicle**;
- goods falling from **your vehicle** or a **substitute vehicle**;
- **you** towing one trailer or one caravan or one disabled **vehicle**;
- any passenger in, or getting into or out of **your vehicle** or a **substitute vehicle**.

The maximum that **we** will pay, including legal costs (and the Additional Covers listed below), is \$20 million for any single accident or series of accidents arising out of the same event.

### Additional Cover

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The following Additional Covers are included in and not in addition to the maximum amount **we** will pay under Section 2.

#### Business Use

**We** will pay the amount that **your** employer, principal or partner, or the Australian or a State or Local government is legally liable to pay for accidental damage to someone else's property arising from an accident insured by this policy, where **you** were using **your vehicle** for **business purposes**.

#### Personal Injury Claims

**We** will pay the amount **you** are liable to pay following an accident insured by this policy which causes death or bodily injury to another person. Cover is provided only where that other person is not entitled to any compensation under any statutory compulsory insurance or motor accident compensation scheme because **your vehicle** is of a type which cannot be insured under any compulsory insurance scheme.

#### Death of Driver

**We** will pay \$5,000 to **your** estate or the estate of a the driver of **your vehicle**, if **you** or they die from injuries caused by an accident insured by this policy which occurred while **you** or they were driving **your vehicle** and the death occurs within 12 months of the date of the accident.

#### Uninsured Medical Expenses

**We** will pay up to \$500 for reasonable hospital, medical, dental or ambulance expenses if **you**:

- are injured as a result of an accident insured by this policy and;
- if these costs are not covered by private medical insurance, Medicare, workers compensation or another government scheme or arrangement.

**You** must provide **us** with receipts for all costs claimed.

### What You are NOT Covered For

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**We** do not provide cover for:

- loss of or damage to property that belongs to, or is in the control of **you** or any other person who usually lives with **you**;
- personal injury to:
  - **you** or any other person who usually lives with **you**;
  - any person, caused by any disease that is transmitted by **you**, or by any member of **your** family who usually lives with **you**.

**We** do not provide cover for any claims arising from:

- any agreement or contract **you** enter into. If **you** would have been liable without the agreement or contract, **we** will pay for that liability;
- where the third party claimant is entitled to compensation under any statutory compulsory insurance or motor car accident compensation scheme in **your** state or territory.

**We** do not provide cover for damage to any vehicle insured by this **policy**.

**We** do not provide cover for any penalties, fines or awards of aggravated, exemplary or punitive damages made against **you**.

**We** do not provide cover for actions brought in a court outside Australia or the application of law other than Australian law.

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## General Exclusions - What You Are NOT Covered For

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These exclusions apply to both Sections 1 and 2.

**We** will not cover claims for loss, damage or liability arising from **your vehicle** or a **substitute vehicle** being:

- used illegally or for an unlawful purpose;
- used for carrying goods or passengers and **you** get paid for this;
- used for hire;
- used for any purpose other than that for which **your vehicle** was made;
- unregistered;
- used for a motorsport or testing including but not limited to any race, rally, contest, trial, speed trial, test, hill climb or any similar activity;
- driven by an unlicensed driver;
- used when it is in an unroadworthy or unsafe condition, and **you** knew, or should have known, that it was unroadworthy or unsafe;
- damaged in an accident and **you** or the driver of **your vehicle** do not take reasonable steps to secure **your vehicle** to prevent further loss or damage. This also applies if **your vehicle** is stolen, and then found, and **you** or the driver of **your vehicle** have been told where it is;
- used for carrying a load not secured according to law or carrying a load over the legal limits;
- used to move substances that pollute or contaminate, or dangerous goods unless this was done according to relevant laws;
- driven on rails;
- driven by an incorrectly licensed driver or by a driver not complying with the conditions of his/her licence.

**We** will not pay claims for loss, damage or liability arising from:

- war or warlike activity. War does not have to be declared;
- hostilities, rebellion, insurrection or revolution;
- any act of terrorism  
An act of terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim, or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public;
- contamination by chemical and/or biological agents, which results from an act of terrorism.
- lawful destruction or confiscation of **your** property;
- the use, existence, or escape of any nuclear or radioactive material;

- 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;
- the use of a trailer for business or carrying goods for trade purposes;
- personal injury or, property damage in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

**We** will not pay claims for loss, damage or liability:

- caused intentionally by **you** or the driver of **your vehicle** or a person acting with **you** or their express or implied consent;
- arising from **you** or the driver of **your vehicle**, deliberately causing an accident.

**We** do not provide cover for any driver who has been refused motor vehicle insurance or has had renewal of motor vehicle insurance declined because of their driving, claims or criminal record.

**We** will not pay claims for loss, damage or liability arising from **your vehicle** being driven by or being in the care, custody or control of any person:

- who was under the influence of alcohol or drugs; or
- having a blood alcohol level higher than the level allowed by law; or
- refusing a person with legal authority to conduct a breath, blood or other appropriate test for the purpose of determining alcohol or drug levels in the blood.

This exclusion only applies if **you** knew, or should have known that the person driving **your vehicle** or the person in charge of **your vehicle**, was under the influence of alcohol or drugs, or had a blood alcohol level higher than the level allowed by law, or refused a test.

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## General Conditions

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These conditions apply to both Section 1 and Section 2 of the policy. If **you** do not comply with any of these conditions, **we** may refuse to pay a claim that **you** make under the policy or reduce the amount that **we** pay.

### What You Must Pay

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**You** must pay the premium. In the event of a claim, **you** must pay the applicable **excess**.

### What You Must Do

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**You** must tell **us** as soon as possible of any changes to:

- the address where **your vehicle** is normally garaged;
- the use of **your vehicle**;
- regular drivers who will drive **your vehicle**.

If **you** do not tell **us**, **we** may refuse to pay a claim.

**You** must tell **us** as soon as possible of any:

- modifications that are made to **your vehicle** which affects its value or performance;
- any accessories added to **your vehicle** which affect its value;
- any criminal conviction of **you** or anyone who regularly drives **your vehicle**;
- any driving offence (other than a parking offence) that has been committed by **you** or any one who regularly drives **your vehicle**;
- if **you** or any driver who regularly drives **your vehicle** have their licence suspended, cancelled or restricted by endorsement.

If **you** do not tell **us**, **we** may refuse to pay a claim.

**You** must take reasonable precautions to prevent anything which may result in a claim under this policy.

### The Law That Applies to this Policy

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Any disputes arising from this policy will be determined by the Courts, and in accordance with the laws, of the State or Territory where this policy is issued.

### When You Replace Your Vehicle

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The cover provided by **your** policy will end if **you** dispose of **your vehicle**. If **you** obtain a replacement vehicle within one month, **we** will provide the same cover for the replacement vehicle for fourteen days from the date **you** obtain it. If **you** wish to continue cover for **your** replacement vehicle with **us** after the fourteen day period, **you** must contact **us** and confirm continuation of cover. If **we** do continue the cover, **we** may charge additional premium and **we** may change the terms of **your** insurance. If **you** do not contact **us** and confirm continuation of cover with **us**, **your** replacement vehicle will not be insured with **us** after the fourteen day period has ended.

### Interpretation

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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.

### Notices

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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 Vehicle

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

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## Making a Claim

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### What You Must Do

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**You** must contact **us** as soon as possible after any accident or event which may result in a claim under **your** policy. **You** can contact **us** to make a claim in any of the following ways:

Tel: 1300 65 7211

Fax: 1300 78 77 55

Postal address: PO Box 2717, Taren Point NSW 2229

Email: [claims@calliden.com.au](mailto:claims@calliden.com.au)

**You** must also:

- take all reasonable steps to stop any further loss or damage from occurring;
- advise the Police if **your vehicle** is lost, stolen or maliciously damaged. **We** may ask **you** to give **us** a written report from the Police;
- tell **us** about any prosecution or inquest that may be held;
- send **us** any correspondence **you** receive regarding the accident or event immediately.

If **your vehicle** has been damaged, **you** must allow **us** to inspect it.

### What You Must Not Do

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**You** must not authorise any repairs to **your vehicle** without **our** consent.

**You** must not admit guilt or liability, or make a promise or offer of payment, in connection with any claim against **you**.

### Salvage

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When **we** pay for a **total loss, your vehicle** or its wreck becomes **our** property.

### Our Rights of Recovery and Conduct of Proceedings

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If a claim is made against **you** for legal liability which is covered under this policy, it is agreed that **we** have the right to conduct, defend or settle any such claim or legal proceedings and to act in **your** name.

**We** may attempt to recover the amount **we** have paid to **you** from someone else if **we** find they are responsible for **your** loss or damage. If so, **you** give **us your** rights to conduct, defend or settle any legal action against that person and to act in **your** name.

**You** have a responsibility to cooperate fully with **us**, even if **we** have already paid **your** claim, and **you** must give **us** all the information that **we** require.

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## Excesses

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An **excess** is payable by **you** if **you** make a claim under **your** policy. There are three main types of **excess**:

- Basic **excess** which applies to every claim;
- Age **excess** which applies when the driver of **your vehicle** is less than 21 years of age;
- Age excess which applies when the driver of your vehicle is between 21 and 25 years of age;
- Inexperienced driver's **excess** which applies when the driver of **your vehicle** is 25 years of age or older and that driver has not had a driving licence for the 2 years before the accident occurred.

The **excess** amounts are shown on **your** current **schedule**. **You** may be required to pay more than one type of **excess**.

In some circumstances we may impose other types of **excess**. If this happens, it will be shown on **your schedule**.

If **you** are involved in an accident that was not **your** fault and **you** can provide **us** with the name and current address of the person who caused the accident, **you** will not have to pay an **excess**. **We** will decide who was at fault in the accident.

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## No Claim Bonus

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A no claim bonus recognises **your** good driving and claims history record and applies where **you** are insured for comprehensive cover. If **you** are entitled to a no claim bonus, **your** current **schedule** will reflect this in the premium **you** are charged.

**You** will earn a no claim bonus at the end of each year that **you** are insured with **us**, as long as **you** do not make a claim under the policy. This will continue until **you** reach the maximum no claim bonus that **we** allow.

**Your** no claim bonus will not be affected if **your vehicle** is involved in an accident and both of the following apply:

- **we** decide that the accident was not **your** fault; and

- **you** can provide **us** with the name and current address of the person who caused the accident.

**Your** no claim bonus will not be affected if **your** claim is for damage caused by a storm or other naturally occurring event.

If **you** have chosen the optional cover, No Claim Bonus Protection, **your** no claim bonus will not be affected if **you** have one accident during the **period of insurance** where it has been determined that **you** are at fault.

**We** will reduce **your** no claim bonus for all other claims at the next renewal of **your** policy.

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## Cancellation of the Policy

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**You** can cancel this policy at any time by notifying **us** in writing.

**We** have the right to cancel this policy if:

- **you** make a misleading statement to **us** when **you** apply for **your** insurance;
- **you** fail to tell **us** anything **you** should tell **us** when **you** apply for this policy, renew this policy or when **you** change or reinstate this policy;
- **you** fail to comply with a provision of this policy;
- **you** fail to pay the premium for this insurance;
- **you** have made a fraudulent claim under this policy or under some other contract of insurance (whether with **us** or some other insurer) that provides insurance cover during any part of the period of the policy.

If **we** cancel this policy, **we** will advise **you** in writing.

If **your** policy is cancelled, for any period during which the policy has been in force, **we** are entitled to keep a pro rata proportion of the premium. If **you** have requested the cancellation, **we** may also charge or deduct a cancellation fee from any refund.



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