

Leasing Company Motor Vehicle Insurance



Arranged by:

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Insurer:

**WESFARMERS GENERAL
INSURANCE LIMITED**
trading as Lumley Insurance
ABN 24 000 036 279
AFSL 241461

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Product Disclosure Statement and Policy Wording

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IMPORTANT CUSTOMER INFORMATION

About Lumley Insurance

The insurer of this product is:

Wesfarmers General Insurance Limited (Lumley Insurance) ABN 24 000 036 279
AFS Licence No. 241461, trading as Lumley Insurance.

Our Head Office is located at:

Lumley House
Level 9, 309 Kent Street
Sydney NSW 2000
Phone: (02) 9248 1111
Fax: (02) 9248 1122

About Our Product

This document contains important information to help You:

- decide whether this product meets Your requirements, and
- compare this product with others You may be considering

Before You decide whether to purchase this product, You should read this document carefully to understand its features, benefits, terms and conditions.

You should read:

- this Important Customer Information part - it contains information on important matters You need to be aware of before applying for this product,
- the copy of the Master Policy which details the terms and conditions of this product,
- any other documents We provide to You about this product which may change the standard cover.

Preparation date: 1st April 2009

About the Master Policy

The Lessor has entered into a Master Policy (Policy number MEMO-0035-7669) with Lumley Insurance as the insurer.

Under the Master Policy, Insured Persons as defined in this document (refer Definitions in the Master Policy copy), have automatic access to the insurance cover detailed in this document (subject to the relevant terms, conditions, limitations and exclusions specified).

An Insured Person is not a contracting insured. They are entitled to the benefits of the relevant insurance cover under a statutory right provided by section 48 of the Insurance Contracts Act 1984. The Lessor is the insured under the Master Policy and is not the insurer. It also does not act on behalf of Lumley Insurance does not guarantee or hold the section 48 rights on trust for an Insured Person because this is a statutory right the Insured Person has.

Accessing Cover

To obtain access to the insurance, You must pay the Lessor the amount it tells You is required for the cover You select when You apply. The cost may vary according to many factors including, but not limited to, the cover option requested, the type of vehicle to be covered and it's intended use, where it is garaged and the Insured Persons insurance history. The cost of the insurance cover will be advised to You by the Lessor and included with Your monthly invoice from the Lessor.

IMPORTANT CUSTOMER INFORMATION (continued)

When does Your access to cover start and finish?

Your access to the insurance is provided during the period that You are an Insured Person as defined in the Policy "Definitions" on page 7.

Summary of Cover

The Policy cover provided is summarised as follows:

- **Section 1 - Vehicle Cover** – this provides You with cover for certain loss or damage to Your Vehicle occurring within Australia during the Period of Insurance up to the amount We have agreed upon.
- **Section 2 - Third Party Liability Cover** – this provides You (and certain other persons) with cover for legal liability for loss or damage to someone else's property as a result of an accident arising out of the use of Your Vehicle within Australia during the Period of Insurance up to the limit of liability.
- Additional Benefits apply for each cover (see each of these Cover Sections for details).

Extension Cover applies to Section 1 Cover and Section 2 Cover to extend the available cover without increasing the specified limits in the Policy (refer 'General Extensions' in the Policy Cover Part for details).

We only provide cover up to the amount(s) and limits specified in the Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST.

Refer to each Cover Section for details of the basis on which We settle any valid claim.

You need to make sure that You are happy with the extent of cover provided by this product. If not, You may not get the cover You require.

Both of the above covers are only payable where the event giving rise to the loss or damage or liability arises during the time You are an Insured Person (See The Policy "Definitions" for details).

Excess

An Excess is the part of a claim You must contribute and is payable for each and every claim covered by the Policy. The basic Excess is shown in the Schedule and may have to pay additional Excesses. In some cases, we will waive the requirement for You to pay an Excess (refer 'General Conditions' 4 in the Policy copy for details).

Exclusions/Conditions/Cancellation

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

- where an exclusion applies;
- if You do not comply with the terms and conditions of the Policy;
- if You do not comply with Your duty of disclosure or make a misrepresentation; or

if You make a fraudulent claim. We also may cancel the Policy in certain circumstances permitted by law e.g. if You fail to comply with a condition or breach Your duty of disclosure.

IMPORTANT CUSTOMER INFORMATION (continued)

Cooling Off Period

If You are not completely satisfied with the Policy You may cancel it by notifying Us in writing within 21 days of cover having commenced. You will receive a refund of the amount You have paid unless something has occurred for which a claim may become payable under the Policy.

The Duty of Disclosure

Before You enter into the Policy with Us, You have a duty under the *Insurance Contracts Act 1984 (Cth)* to disclose to Us anything that You could reasonably be expected to know is relevant to Our decision whether to accept the risk of insurance and if so, on what terms. You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; and
- as to which compliance with Your duty is waived by Us.

If You fail to comply with the duty of disclosure, We may reduce our liability under the Policy in respect of a claim or may cancel the Policy. If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

Privacy

We are bound by the National Privacy Principles under the *Privacy Act 1988 (Cth)* and comply with the *Privacy Act 1988 (Cth)*. We are committed to ensuring that all our business dealings comply with the NPPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling.

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, and those involved in the claims handling process, for the purposes of assisting Us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which we supplied it. By providing personal information to Us or Our agent, You consent to Us making these disclosures. Without this information, We may not be able to provide You with the services You require.

When You give Us personal information about other individuals, We rely on You to have made or make them aware that You will or may provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and the third parties will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant information.

If You would like a copy of Our Privacy Policy, would like to seek access to or correct Your personal information, or opt out of receiving materials We send, please contact Us.

IMPORTANT CUSTOMER INFORMATION (continued)

Premium Calculation

The insurance provided is subject to Your payment or agreement to pay the Premium We require by the agreed time. In order to calculate Premium various factors are considered, including the:

- type and value of vehicle(s);
- age and experience of regular drivers;
- location and operating radius of the vehicle(s);
- claims history from prior years
- length of lease on the vehicle(s).

Your Premium also includes amounts payable in respect of compulsory government charges (including Stamp Duty and GST). When You apply for this insurance, You will be advised of the total amount payable.

Code of Practice

A self-regulatory Code of Practice exists for the general insurance industry, designed to raise overall standards. We have adopted the Code, details of which can be obtained from Us or the Lessor.

Code of Conduct

We are a signatory to the Motor Vehicle Insurance and Repair Industry Code of Conduct. The voluntary Code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurers based on mutual respect and communication. For further information about the Code visit the website www.abrcode.com.au

The Lumley Repair Network and Repairs

We have established a recommended repairer network. Members of the Lumley Repair Network must meet Our stringent acceptance criteria which require the highest standards of repair and service.

Alternatively You may choose Your own repairer, but if We do not agree with Your choice of repairer You must co-operate with Us to select a repairer that We both agree on.

When We authorise repairs to Your vehicle, We guarantee:

- (a) the workmanship involved in the repair for the period Your Vehicle remains owned or leased by You, and
- (b) that the structural integrity of Your Vehicle has been maintained in accordance with manufacturers specifications, and
- (c) parts used in the repair will be new original manufacturers parts or re-usable parts or parts not manufactured by the original manufacturer or their supplier provided that the parts are consistent with the age and condition of Your Vehicle and comply with the applicable Australian Design Rules.

IMPORTANT CUSTOMER INFORMATION (continued)

How to Make a Claim

In the event of an incident occurring which requires you to make a claim against the Policy, contact Us, or if outside normal business hours, our 24 Hr Accident Assist line on 1800 652 256, or the Lessor, or any of our Network Repairers listed on our website www.lumley.com.au. Please refer to the Claims Procedures contained in the General Conditions section of the Policy.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of your claim and the amount of input tax credit you are entitled to, we will pay this shortfall in addition to the claim settlement.

Confirming Transactions

You may contact Us, in writing or by phone, to confirm any transaction under the Policy if You or Your adviser do not already have the required Policy confirmation details.

Complaints Procedure

If You have a complaint, please write to Us and explain what Your complaint is and the reasons behind it.

We will then either resolve or attempt to resolve your complaint immediately or refer the matter to Our Internal Dispute Resolution Committee (IDRC) if it is unresolved.

If You are not satisfied with the decision of the IDRC, You may be able to access the services of an independent external dispute resolution body called Financial Ombudsman Service (FOS).

If You require further information about our dispute resolution process, please contact Us.

Updating our Product Disclosure Statement

Other documents may form part of Our PDS. If they do, We will tell You in the relevant document. We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to You at no cost by contacting Your adviser, by calling Us or accessing Our website, www.lumley.com.au. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

Our Contact details

If You need to contact Us, have any questions or would like any further information regarding this insurance, contact Us using the contact details provided in this document.

THE POLICY

Definitions

In the Policy some words have a special meaning (whether expressed in the singular or plural):

"You" "Your" "Insured Person" means the Lessor named in the Schedule and customers of the Lessor who have requested access to the Master Policy issued by Lumley General.

"We", "Us", "Our" and "Lumley Insurance" means Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance.

"Lessor" means the leasing company which has entered into this Master Policy with Us and issued an Insured Person with a lease in respect of Your Vehicle.

"Loss" means sudden physical loss, damage or destruction to Your Vehicle caused by an unexpected event.

"Master Policy" means the Master Policy entered into between the Lessor and Us.

"Schedule" means the attachment which forms part of the Policy and shows the Policy number, together with the details of Your cover.

"Period of Insurance" means from the time You are issued by the Lessor with written confirmation of access to cover (provided that this is after the Master Policy has commenced) until the earlier of the time that:

- a) any amount payable to the Lessor for access to the insurance has remained outstanding by more than 30 days;
- b) the Master Policy is cancelled. The Master Policy will not be cancelled without all Insured Persons being provided with at least 30 days prior written notice from the Lessor;
- c) Your lease agreement ends or You cancel access to this insurance by providing written notice to the Lessor.

"Vehicle" means motor vehicle(s) that are financed through the Lessor where insurance has been selected and monthly premium is paid. Your Vehicle includes:

-
- manufacturer's standard tools and accessories, and
- fitted or non-standard tools and accessories which You have advised to the Lessor.

"Sum Insured" means the amount or Market Value shown in the Schedule.

"Market Value" means Our assessment of the value of Your Vehicle immediately prior to Loss.

"Gross Vehicle Mass" means the maximum weight a vehicle can carry including its own weight according to manufacturer's specification.

"Excess" means the amount specified in the Schedule and elsewhere in the Policy which You must contribute to each and every claim. The Excess applies to each of Your Vehicles and each claim on Your Vehicle.

"GST" means Goods and Services Tax.

Definitions (continued):

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

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals, asbestos and waste material regardless of whether or not such material is to be recycled, reconditioned or reclaimed.

THE AGREEMENT

After You have agreed to pay the premium within the timeframe We require and are duly listed on the Lessors Vehicle Schedule submitted to Us, We will indemnify You against Loss, or liability as described in the Policy occurring within Australia, during the Period of Insurance.

SECTION 1 - COVER FOR YOUR VEHICLE

We will indemnify You for Loss by paying, at Our option:

- (a) to repair, reinstate or replace Your Vehicle, or
- (b) an amount equal to Your Vehicle's Market Value, or
- (c) the Sum Insured shown in the Schedule

However, if Your Vehicle has a Gross Vehicle Mass exceeding 3.2 tonnes and at the time of Loss the Sum Insured on Your Vehicle is less than 80% of the Market Value, then We will pay only such proportion of the repair costs as the sum insured bears to the Market Value of Your Vehicle.

The amount insured by the Policy and any claim settlements, exclude GST. However, if there is a shortfall between the GST component of Your claim and the amount of Input Credit to which You are entitled, We will pay this shortfall in addition to the claim settlement.

ADDITIONAL BENEFITS - Applicable to Section 1

Where there is Loss We will also pay:

1. Completion of Journey Costs

If Loss occurs more than 100 kilometres from where Your Vehicle is normally garaged, the reasonable costs incurred to:

- (a) hire another vehicle of similar make and model to complete the journey or to return Your driver to where the journey first commenced.
- (b) return Your Vehicle to the premises where it is normally garaged
- (c) obtain overnight accommodation if the journey cannot be completed in the same day as Loss occurs.

We will not pay more than \$500 under this Additional Benefit in respect of any one Loss nor more than \$2,000 in the aggregate for all such Losses in any one Period of Insurance.

2. Personal Property

For loss of or damage to personal property of You or Your employees but not more than \$1,000 in respect of any one Loss.

3. Signwriting

The replacement cost of signwriting or fixed advertising signs or materials forming a permanent part of Your Vehicle at the time of Loss.

4. Hiring Costs Following Theft

The cost of hiring a replacement vehicle of similar type following theft of Your Vehicle but only:

- (a) for a period of not more than 14 days
- (b) up to the date of recovery of Your Vehicle

whichever is the earlier.

5. Lease Payout

If Your Vehicle is damaged beyond an amount We consider economical to repair and the Market Value is less than the amount owing by You under a valid hire purchase, leasing or other finance agreement, Market Value or lease payout whichever is the greater less any:

- (a) payments and interest in arrears at the time of Loss
- (b) discount in respect of finance charges and/or interest for the unexpired term of such an agreement.

6. Keys and Locks

If the keys to Your Vehicle are lost or damaged or there are reasonable grounds to believe Your keys may have been illegally duplicated, the cost of replacing Your Vehicle keys and/or locks up to a maximum of \$2,000 any one Period of Insurance.

ADDITIONAL BENEFITS - Applicable to Section 1 (continued)**7. New Replacement Vehicle**

To replace Your Vehicle with a new vehicle of similar make and model (subject to local availability) but only in the event of Your Vehicle being:

- (a) a sedan, station wagon, utility or goods carrying vehicle with Gross Vehicle Mass less than 3.2 tonnes, and
- (b) deemed a Total Loss within 12 months of its first registration as a new vehicle.

However, We will not pay registration costs for the new vehicle.

8. Removal or Retrieval Costs

The necessary cost of removal or retrieval of Your Vehicle (excluding debris or load) to the nearest repairer or place of safety and to any other location approved by Us up to a maximum of \$25,000 per event.

9. Removal of Debris

Costs and charges that are necessarily incurred to clean up or remove debris resulting from goods falling or leaking from Your Vehicle.

We will not pay more than \$25,000 under this Additional Benefit in respect of all claims arising from one accident.

10. Tyre Replacement

For any tyre damaged and unable to be used again as a direct result of Loss, provided that the condition of the damaged tyre's remaining tread conformed with all legal requirements at the time of Loss, and was not recapped or retreaded.

We will pay for the cost of replacing the damaged tyre with a new tyre of similar make and specification.

11. Windscreen

In respect of breakage of windscreen and consequent scratching to body work without applying any Excess. This Additional Benefit applies only in the event of Your Vehicle being a sedan, station wagon, utility or goods carrying vehicle less than 3.2 tonnes Gross Vehicle Mass.

SPECIFIC EXCLUSIONS - Applicable to Section 1

We will not pay for:

- 1. damage to the tyres of Your Vehicle caused by the application of brakes or by road punctures, cuts or bursts.
- 2. for Loss if reasonable steps to protect or safeguard Your Vehicle have not been taken.
- 3. any consequential loss or financial expenses (other than as provided under Additional Benefit 6.) incurred as a result of You not being able to use Your Vehicle.

SPECIFIC EXCLUSIONS - Applicable to Section 1 (continued)

4. Loss under Section 1 (other than as provided under Additional Benefit 12.) where Your Vehicle is insured only for Third Party Property Damage as indicated in the Schedule.
5. depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure.
6. Loss arising from theft or conversion by a prospective purchaser.
7. Loss arising from failure of, or defect or fault in, the design or specification of Your Vehicle.

SECTION 2 - LIABILITY TO THIRD PARTIES

In respect of legal liability as the result of an accident caused by, or in connection with, Your Vehicle resulting in damage to property and/or loss of use of property belonging to someone other than You, We will indemnify:

- (a) You, or
- (b) any other person driving, using or in charge of Your Vehicle with Your consent, or
- (c) any authorised passenger getting in, on or out of Your Vehicle, or
- (d) Your employer or principal if Your Vehicle is being driven on their behalf with Your consent.

We will not pay more than \$30,000,000 in respect of all claims arising from one Accident or series of Accidents resulting from a single original cause.

ADDITIONAL BENEFITS - Applicable to Section 2

Where there is liability under this Section We will also pay:

1. **Supplementary Bodily Injury (other than "Compulsory Third Party")**
The amount which You may be held legally liable to pay as compensation in respect of death or bodily injury arising out of the use of Your Vehicle with Your consent, provided that Your Vehicle is registered for use on a public road when such liability is incurred.
2. **Defence Cost**
The reasonable costs of legal representation if Your driver is charged with careless driving causing death. We will not pay more than \$5,000 under this Additional Benefit in respect of any one accident.

ADDITIONAL BENEFITS - Applicable to Section 2 (continued)

- 3. Goods, Carried, Loaded and Unloaded**
For damage to property caused by goods falling from Your Vehicle, including while being loaded or unloaded.
- 4. Legal Costs**
All legal costs and expenses incurred with Our written consent.
- 5. Towing Disabled Vehicles**
For damage occasioned whilst Your Vehicle is towing any disabled vehicle provided such disabled vehicle is not being towed for reward or financial gain.
- 6. Trailers/Caravans**
For damage to property caused by or arising out of the use of any trailer/caravan attached to Your Vehicle.

SPECIFIC EXCLUSIONS - Applicable to Section 2

We will not pay for:

1. any claim caused by or in connection with Your Vehicle, or any plant or equipment attached to Your Vehicle, whilst being operated as a tool of trade, other than for driving on a public road.
2. claims caused by discharge, dispersal, release or escape of any trade waste material.
3. damage to property belonging to or held in trust or in the custody or control of You or any entity or person entitled to indemnity under this Section.
4. any fines, penalties, or aggravated, exemplary or punitive damages.
5. claims in respect of death or bodily injury if You or any person using Your Vehicle with Your consent:
 - (a) is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme, or
 - (b) would have been entitled but for a failure to insure or register Your Vehicle or lodge a claim or comply with a term or condition in accordance with the requirements of any such scheme.
6. any claim resulting from death or bodily injury to any:
 - (a) person driving and/or in charge of Your Vehicle
 - (b) of Your employees
 - (c) member of Your family
7. death or bodily injury if Your Vehicle is registered in the Northern Territory of Australia.

SPECIFIC EXCLUSIONS - Applicable to Section 2 (continued)

8. (a) directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants, or
(b) for the cost of removing nullifying or cleaning up of Pollutants, or
(c) for fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of Pollutants.

However, We will indemnify You in respect of liability otherwise excluded under (a) and (b) above, which is caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place.

GENERAL EXTENSIONS - Applicable to all Sections

1. **Breach**
Breach - or non-compliance of any exclusion or condition by You or any person driving Your Vehicle with Your consent does not prejudice the right of the Lessor to claim indemnity under Section 1 or Section 2 of the Policy. Where the Lessor exercises such rights We retain Our right to recover from You any amounts paid in settling such losses with the Lessor.
2. **Other Interested Parties**
The cover provided under Section 1 and Section 2 - Cover for Your Vehicle and Liability to Third Parties extends to include any entity or person who has a financial and insurable interest in Your Vehicle.
3. **Sea Transportation**
We will pay General Average and Salvage Charges which are incurred whilst Your Vehicle is being transported by sea between places in Australia.

GENERAL EXCLUSIONS - Applicable to all Sections

We will not pay for loss or liability:

1. if Your Vehicle is driven by You or by any person with Your consent who is not licenced to drive Your Vehicle under any relevant law.
2. if Your Vehicle is driven by any person:
- (a) whose faculties are impaired by any drug or intoxicating liquor, or
 - (b) who is convicted of driving, at the time of Loss, under the influence of any drug or intoxicating liquid, or
 - (c) with a percentage of alcohol or drugs in their breath, blood or urine in excess of the percentage permitted by law, or
 - (d) who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by law.

However, We will pay if You did not know or could not reasonably have known that the driver of Your Vehicle was so affected or refused to undergo an appropriate test at the time of Loss, but We will not cover the driver of Your Vehicle.

GENERAL EXCLUSIONS - Applicable to all Sections (continued)

3. if Your Vehicle is used to carry a greater number of passengers or to convey or to tow a load in excess of that for which Your Vehicle was constructed. We will pay if the Loss or liability was not caused or contributed to by such greater number of passengers or load.
4. if Your Vehicle is used in an unsafe or unroadworthy condition and such condition caused or contributed to the Loss or liability. We will pay if You could not have reasonably detected the unsafe or unroadworthy condition.
5. if Your Vehicle is used:
 - (a) for any illegal purpose with Your knowledge or consent
 - (b) in connection with the motor trade for experiments, test, trials, demonstration or breakdown purposes
 - (c) for carrying passengers for hire or reward other than under a private pooling arrangement.
 - (d) for or being tested in preparation for any race, rally, trial, speed trial, test, contest, motor sport, or any driver training course conducted without Our written consent.
6. occasioned by lawful seizure or other operation of law.
7. of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any contributing cause or event:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (b) any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism; or
 - (c) radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.
8. if Your Vehicle is being used or attached to or towing a vehicle being used for the commercial transportation of dangerous goods as defined in the Australian Code for the Transport of Dangerous Goods by Road or Rail. However, if transportation complies with such Code, then the maximum We will pay in respect of all claims arising out of one accident is \$250,000.
9.
 - (a) directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants, or
 - (d) for the cost of removing nullifying or cleaning up of Pollutants, or
 - (e) for fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of Pollutants.

However, We will indemnify You in respect of liability otherwise excluded under (a) and (b) above, which is caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place.

GENERAL EXCLUSIONS - Applicable to all Sections (continued)

10. occurring whilst Your Vehicle is:
 - (a) on rails other than as cargo
 - (b) in an underground mine, mining shaft, or tunnels which are not public roads
 - (c) being used within the confines of any airport or airfield.
11. intentionally caused by You or any person acting with Your consent.
12. any GST, or any fine, penalty or charge for which You are liable arising out of Your misrepresentation of, or failure to disclose, Your actual Input Tax Credit entitlement in the settlement of any claim or premium relating to the Policy.

GENERAL CONDITIONS - Applicable to all Sections**1. Claims Procedures**

- (a) In the event of an accident which may become the subject of a claim under the Policy You must immediately forward to Us:
 - (i) full details in writing
 - (ii) any communication or court documents received.
- (b) You may choose a repairer from the Lumley Repair Network or Your own licenced repairer, but before repairs are authorised:
 - (i) You must obtain Our written agreement
 - (ii) You must make Your Vehicle available for Our inspection.

We reserve the right to invite, accept, adjust or decline estimates or to arrange (at Our expense) for the removal of Your Vehicle to other repairers for quotation purposes.

- (c) In respect of each claim or potential claim, You must:
 - (i) not make any admission of guilt or offer of payment without Our written consent
 - (ii) allow Us to have the sole conduct of all negotiations and proceedings
 - (iii) give Us all reasonable assistance and co-operation in all aspects including recovery from the responsible person
 - (iv) notify Us of any other insurance that also provided cover, whether in whole or in part
 - (v) notify the Police as soon as possible in respect of theft of or malicious damage to Your Vehicle.

GENERAL CONDITIONS - Applicable to all Sections (continued)

2. Cancellation

You may cancel Your cover under the Policy by giving written notice to the Lessor.

We may cancel the Policy only in accordance with the provisions of the Insurance Contracts Act 1984. However, the Master Policy will not be terminated without all Insured Persons being provided with at least 30 days prior written notice from the Lessor.

Cover is automatically terminated when:

- (a) any amount payable to the Lessor for access to the insurance has remained outstanding by more than 30 days, or
- (b) Your lease agreement with the Lessor ends.

However, nothing affects any right of an Insured Person to claim in relation to an event which occurred prior to the time the right to access ended.

3. Interpretation

- (a) Any word or expression which is given a specific meaning in the Policy will have that meaning where ever it may appear provided that it commences with a capital letter.
- (b) words in the singular include reference to the plural and vice versa
- (c) headings have been included for ease of reference and the terms and conditions of the Policy are not to be construed or interpreted by reference to such headings.

4. Excess

You will have to contribute the Excess and one of the following additional amounts if the person driving Your Vehicle is :

- (a) Under 21 years of age -\$1,000
- (b) 21 or over 21 years but under 25 years of age - \$500

However, You will not have to contribute the Excess if, in Our opinion, the Loss was not Your fault and You can provide Us with the name, current address and vehicle registration number of the person responsible for the Loss.

5. Transfer of Interest

No interest in the Policy can be transferred without Our written consent.

6. Diligence

You will take all reasonable steps to protect Your Vehicle and will comply with all legal requirements regarding the safety, maintenance and operation of Your Vehicle.