



**DON HUTTON INSURANCE
BROKERS PTY LTD**

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**WESFARMERS GENERAL
INSURANCE LIMITED**

ABN 24 000 036 279
AFSL 241461

New South Wales

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Product Disclosure Statement and Policy Wording

The insurer of this product is:

Wesfarmers General Insurance Limited ABN 24 000 036 279, trading as Lumley Insurance

AFS Licence No. 241461

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IMPORTANT CUSTOMER INFORMATION (continued)

Who is the Insurer

The insurer is Wesfarmers General Insurance Limited (ABN 24 000 036 279, AFSL 241461), trading as Lumley Insurance, and we are authorised to issue and deal in this product. In this PDS unless otherwise stated, the insurer is called "we", "us", "our" and/or "Lumley Insurance". Our contact details are on the front page of this PDS.

Don Hutton Insurance Brokers Pty Ltd (Don Hutton)

Don Hutton Insurance Brokers Pty Ltd (ABN 37 003 084 384, AFS Licence 230650) is a broking organisation that specialises in arranging motor vehicle third party property insurance for overseas visitors. Don Hutton acts as the agent of the insurer to market, solicit, offer and arrange this insurance. Don Hutton has binding authority to issue contracts of insurance on behalf of the insurer. If you need information about this insurance in the first instance, contact Don Hutton. Their details are on the front of this PDS.

About our Product Disclosure Statement and Policy Wording

This document (which is our Product Disclosure Statement and Policy Wording) contains important information to help you understand Lumley Insurance's Third Party Property Damage Insurance. Before you decide whether to purchase it, you need to read this document carefully to understand its features and benefits.

Other documents may form part of our PDS. If they do, we will tell you in the relevant document.

What you need to read

To determine if this insurance is appropriate for you, it is important that you read:

- this Important Customer Information Section - it contains information on important matters you need to be aware of before applying for this insurance;
- the Agreement Section and Section One - these set out the cover we can provide under this insurance;
- the Definitions Section - it sets out what we mean by certain defined terms in this insurance;
- Section Two - the General Exclusions Section – it sets out what we do not cover;
- Section Three - the General Conditions Section and Section Four - the Claims Section – these contain details of your and our rights and obligations under this insurance, including if you need to claim and what Excesses may be payable. If you do not meet your obligations, we may be able to cancel the insurance or reduce our liability in respect of a claim to the extent permitted by law; and
- any other documents we provide to you about the insurance which may change the standard cover.

Applying for cover

When you apply for this insurance, you will need to complete a proposal form. We will use and rely on the information supplied by you to decide the terms of cover we will provide. We provide cover to you on the terms contained in this document, and the Schedule that we issue to you.

The Schedule will contain important information relevant to your insurance including the Period of Insurance, your Premium, and details of your Vehicle, the Excess (es) that will apply to you and others and whether any standard terms have been varied by way of endorsement.

All of these make up your "Policy" with us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items you insure.

Services provided by Lumley Insurance and General Advice Warning

Lumley Insurance is an Australian Financial Services Licensee and is authorised under its licence to deal in and provide general advice on this insurance.

Any advice we or our representatives provide is general only and does not take into account your personal objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this document carefully.

Lumley Insurance's employees are paid an annual salary and possibly bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they tell you otherwise.

IMPORTANT CUSTOMER INFORMATION (continued)**Summary of cover and other significant matters**

This insurance covers you and any Named Driver we note, for legal liability for loss or damage to someone else's property as a result of an accident caused by or arising out of the use of your Vehicle or goods falling from it, during the Period of Insurance up to the limit of liability. Cover for certain legal cost is also provided.

It does not cover you for loss of or damage to your Vehicle.

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

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

Refer to Cover Section One – Third Party Liability Cover, for details of the basis on which we settle any valid claim.

An Excess may apply when you make a claim. An Excess is part of a claim you must bear and is payable for each occurrence covered by the insurance. An occurrence is one or a series of events arising out of one cause. When an Excess applies we will reduce the amount we pay by the amount of the Excess or we will ask you to pay it.

The type and amount of Excess is shown in your Policy (usually in this document and the Schedule). The Excess can depend on a number of factors associated with the risk including the type of the Vehicle, the driver or the particular accessories attached to the Vehicle.

If you do not adequately insure yourself, you may have to bear the uninsured proportion of any loss or liability yourself.

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 this insurance;
- 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 your Policy in certain circumstances permitted by law e.g. if you fail to comply with a condition or breach your duty of disclosure.

Cost of the insurance

The insurance provided is subject to your payment or agreement to pay the Premium we require by the agreed time. In order to calculate your Premium, we take various factors into consideration, including:

- the type of your Vehicle;
- the value of your Vehicle;
- the type of cover requested;
- your age; and
- your previous insurance and claims history (including your no claim bonus rating).

Your Premium also includes amounts that take into account our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and any Fire Services Levy where applicable) in relation to your Policy. We will tell you when you apply what Premium is payable, when it needs to be paid and how it can be paid. The amount may vary according to where you live and your insurance history.

When you apply for this insurance, you will be advised of the total amount payable. If you choose to effect cover, the amounts due will be clearly set out in your Schedule.

Your Duty of Disclosure*What you must tell us*

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in 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.

IMPORTANT CUSTOMER INFORMATION (continued)

Who needs to tell us

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

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

Cooling off rights

Even after you make a decision to purchase this insurance, you still have cooling off rights. You can return your insurance by notifying us in writing within 14 days of cover commencing and we will refund the Premium paid unless something has occurred for which a claim may be payable under the insurance. No right of cancellation can be exercised after the cooling off period has expired.

Confirming Transactions

You may contact us in writing or by phone to confirm any transaction under your insurance if you or your adviser do not already have the required policy confirmation details.

Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. We are a signatory to the Code of Practice. The Code aims to raise the standards of practice and service in the insurance industry.

If you require further details please contact your nearest Lumley Insurance office or visit our website at www.lumley.com.au.

How to Make a Claim

Section Four – Claims Section, tells you what you need to do.

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.

Complaints - Internal and External 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 and 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.

Privacy

We are bound by the National Privacy Principles of the *Privacy Act 1988* (Cth) when we collect and handle your personal information.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. We also collect your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest you. If necessary, we may collect your health and other sensitive information, but we will obtain your consent before doing so unless the collection is required or permitted by or under law.

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, our and your advisers 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 your 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.

IMPORTANT CUSTOMER INFORMATION (continued)

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.

Updating our Product Disclosure Statement

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

Compensation Arrangements

The *Corporations Act 2001* (Cth) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the *Insurance Act 1973* (Cth).

Our contact details

If you or your adviser 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 or where relevant, our agent or local office.

COVER

DEFINITIONS

In your Policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

"We", "us", "our", "Lumley Insurance" means Wesfarmers General Insurance Limited ABN 24 000 036 279 trading as Lumley Insurance.

"You" "your" means the insured named in the Schedule.

To assist you the following words have been printed in Title case wherever they appear in your Policy.

"Excess" means the amount specified in the Schedule and elsewhere in your Policy which you must contribute towards any claim payment under your Policy. It is payable for each occurrence covered by your Policy. An occurrence is one or a series of occurrences arising out of one cause.

"GST" means Goods and Services Tax.

"Named Driver(s)" means an authorised driver of your Vehicle who has been specified in the Schedule.

"Period of Insurance" means the period of time shown in the Schedule.

"Policy" means this document, the Schedule and any other endorsement or notice we give you in writing. Together they form our agreement with you.

"Premium" means the amount you have to pay us (inclusive of all Government charges) for your insurance.

"Schedule" means the most current Certificate we give you which contains the specific insurance details for you.

"Vehicle" means the motor vehicle(s) described in the Schedule.

THE AGREEMENT

In return for your payment of the Premium or your agreement to pay it to us within the time we require, we agree to indemnify you against liability caused by a covered event occurring within Australia, during the Period of Insurance subject to the terms, conditions and exclusions of your Policy.

SECTION ONE - Third Party Liability Cover

We will pay, subject to the limit specified below:

1.1. the amount which you are legally liable to pay as compensation for loss or damage to someone else's property as a result of an accident occurring during the Period of Insurance caused by or arising out of the use of:

- (a) your Vehicle; or
- (b) goods falling from your Vehicle.

We also cover any Named Driver driving, using or in charge of your Vehicle with your consent under 1.1 above.

1.2. all legal costs and expenses incurred with our written agreement in defending any court proceedings arising from an event for which cover is provided by the cover under 1.1 above.

The maximum we will pay under this Section (including costs and expenses) for any one accident or series of accidents arising out of the same event is \$5,000,000.

You will need to bear any applicable Excess.

(Please refer to the other terms, conditions and exclusions of your Policy as they affect this cover).

SECTION TWO – General Exclusions

2.1. We will not pay for:

- (a) claims for loss of or damage to property made against you by any other person entitled to cover under this Policy.
- (b) claims for loss of or damage to property where the property belongs to or is held in trust by or in the custody or control of you, any person driving, using or in charge of your Vehicle or any person entitled to cover under this Policy.
- (c) claims by a person (other than you) who has been refused motor vehicle insurance or continuation thereof by any insurer or that we have refused to cover under this Policy.
- (d) legal costs incurred without our written consent.
- (e) compensation claims by a relative or person ordinarily residing with you or the person covered under this Policy or with whom you or they ordinarily reside, or any person deemed by virtue of relevant workers compensation legislation or its equivalent to be a worker employed by you.
- (f) compensation claims relating to a person who we have not permitted to use or drive your Vehicle.
- (g) claims where you or any person driving, using or in charge of your Vehicle is entitled to be wholly or partly indemnified by or under any statutory or compulsory insurance policy or insurance, or compensation scheme or fund, or if indemnity under these is refused or the amount recoverable is nil.
- (h) penalties, fines or awards of aggravated, exemplary or punitive damages made.
- (i) accidents where there is insurance required by law that provides cover for the liability.
- (j) claims arising from any agreement or contract you, or a covered person enter into, unless you or they would have been liable despite the agreement or contract.
- (k) claims caused by or arising from an intentional act by you or any other person covered in this Section.

2.2. We will also not pay for any loss, damage or liability arising directly or indirectly from or in any way connected with:

- (a) your Vehicle being driven by any person who is not you or a Named Driver.
- (b) your Vehicle being driven by you, or by any person with your consent, who is not licensed to drive your Vehicle under all relevant laws, by laws and regulations.
- (c) your Vehicle being driven by any person:
 - (i) whose faculties are impaired by any drug, alcohol or intoxicating liquor; or
 - (ii) who is convicted of or charged with driving, at the time of the accident, under the influence of any drug, alcohol or intoxicating liquor; or
 - (iii) with a percentage of alcohol in his/her breath or blood in excess of the percentage permitted by law; or
 - (iv) who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by any law of a State or Territory.

However, we will pay if you can prove 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.

- (d) your Vehicle being used to carry a greater number of passengers or convey or tow a load in excess of that for which your Vehicle was constructed. We will pay if you prove the loss, damage or liability was not caused or contributed to by such greater number of passengers or load.
- (e) your Vehicle being used in an unsafe or unroadworthy condition and such condition caused or contributed to the loss. This does not apply where you could not have reasonably detected the unsafe or unroadworthy condition.
- (f) your own criminal act or resulting from the use by you of your Vehicle for an unlawful purpose or whilst being used for an unlawful purpose by some other person with your consent.

SECTION 2 (continued)

- (g) your Vehicle being used in connection with the motor trade for experiments, tests or trials.
- (h) your Vehicle being used for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement. If your full-time employer pays you a travelling allowance, we will not regard that as hire, fare or reward.
- (i) any of the following regardless of any contributing cause or event:
 - (i) 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
 - (ii) radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.
- (j) your Vehicle being used by you, or someone with your consent:
 - (i) for or being tested in preparation for any motor sport, racing or pacemaking, or a reliability, speed or hill climbing trial, test or contest or any other motor sport;
 - (ii) when being driven on a race track or speedway track or course; or
 - (iii) when being driven on any driver training or driver instruction day on a racetrack or speedway track or course, or on any section of a rally or similar event, unless you have notified us of your intention to use your Vehicle for this purpose and we have agreed to provide cover and you agree to pay us the additional Premium we require.
- (k) depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure.
- (l) lawful seizure or other operation of law.
- (m) your Vehicle being on consignment or in the possession of a person as part of the person's stock in trade.
- (n) your inability to use your Vehicle.
- (o) your Vehicle being on rails other than as cargo.
- (p) 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 your Policy.
- (q) asbestos.
- (r) any act of Terrorism or any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of Terrorism regardless of any other contributing cause or event.

"Terrorism" means an act, including but not limited to, the use of, 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 coerce, influence or intimidate any government and/or the public or any section of the public.

SECTION THREE – General Conditions

3.1. Duty of Disclosure and Misrepresentation

If you:

- (a) failed to comply with the duty of disclosure before your Policy was entered into, by not telling us every matter which you knew or which a reasonable person could be expected to have known to be a matter relevant to our decision whether to insure you and on what terms to insure you; or
- (b) misrepresented any fact to us before your Policy was entered into, and if we would not have entered into your Policy for the same premium and on the same terms and conditions expressed in your Policy but for the failure to disclose or the misrepresentations, then:
 - (i) if the non-disclosure or misrepresentation was fraudulent, we may avoid your Policy; or
 - (ii) our liability in respect of any claim may be reduced to an amount which would place us in the position in which we would have been but for your failure to disclose or your misrepresentation.

3.2. No right of cancellation

Subject to your cooling off period rights, no right of cancellation can be exercised by you in respect of your Policy.

3.3. Cancellation by us

We may cancel your Policy by giving you written notice and in accordance with the law, including where you have:

- (a) made a misrepresentation to us before the Policy was entered into;
- (b) failed to comply with your Duty of Disclosure;
- (c) failed to comply with a provision of your Policy including failure to pay the Premium;
- (d) made a fraudulent claim under your Policy or any other Policy during the time your Policy has been in effect;
- (e) failed to notify us of a specific act or omission as required by your Policy;
- (f) failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.

If we cancel your Policy, we will advise you in writing and cancellation will take effect at whatever is the earlier of the following times:

- (a) when another contract of insurance is taken out by you to replace your Policy; or
- (b) at 4.00p.m. Local Standard Time of the third business day after the day on which notice was given to you or such later time as we may specify in the notice.

After cancellation and subject to your cooling off period rights (see Important Customer Information section), we will keep the Premium for the period that your Policy was in force and we will return to you not less than 90% of the Premium for the period from the date your Policy was cancelled to the due date of the Policy.

3.4. Transfer of interest in the Policy

No interest in this Policy can be transferred without our written consent.

3.5. Obligations of third parties covered by your Policy

Any other person entitled to cover under your Policy is bound by the terms of your Policy.

3.6. Reasonable maintenance of your Vehicle

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

SECTION 3 (continued)**3.7. Notice of changes in circumstances**

You must give us notice as soon as possible:

- (a) where your or any Named Driver's licence is restricted, suspended or cancelled;
- (b) of particulars of any driving offences for which you or any Named Driver is fined, charged or convicted;
- (c) of particulars of any motor accidents involving you or any Named Driver;
- (d) of particulars of any conversion, alternation or modification of your Vehicle from its maker's specifications. You must pay any additional premium if required.

3.8. Changing Your Policy

If you want to make a change to your Policy, the change becomes effective when:

- (a) we tell you we have agreed to it; or
- (b) we give you a new Schedule or endorsement detailing the change.

3.9. Notices

We will give you any notice in writing. It will be effective from the earlier of time of:

- (a) delivery to you personally; or
- (b) postage to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

3.10. Law and Jurisdiction

This insurance is subject to the laws of the State or Territory in Australia where your Policy was issued.

SECTION FOUR - Claims

4.1. What you must do when you make a claim:

(a) you must advise your local Lumley Insurance state office by telephone or in writing as soon as practicable after an accident occurs which might give rise to a claim. You should send us:

- (i) full details in writing; and
- (ii) any communication or court document received.

If you do not make a claim within a reasonable time of the loss, we may reduce what we pay to you to allow for any disadvantage we may have suffered because of the delay.

- (b) you must take all reasonable steps to stop any further liability from arising.
- (c) you must not pay or promise to pay or offer payment or admit responsibility for a claim.
- (d) you must notify us of any other insurance that also provides cover, whether in whole or in part.
- (e) you must provide us with all the information and cooperation that we require.

4.2. When we admit a claim under your Policy:

- (a) we have the right to exercise your legal rights to conduct, defend or settle any legal or recovery action that we consider necessary and to do so in your name.
- (b) we will reduce the amount we pay you following a covered loss by the Excess or any Premium due to us.
- (c) we will not pay you more than the specified limit for any one accident or series of accidents arising out of the same event.

4.3. Other insurance

You must notify us in writing if you have already effected, or if in the future you effect, any insurance or insurances which cover any matter covered by your Policy, in whole or in part.

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only in excess of the other insurance, limited to the indemnity being provided under your Policy, unless that other insurance was specifically written to be excess over the indemnity provided in your Policy.