

*Famous*

## **Famous Car Insurance**



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# Product Disclosure Statement

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## Introduction

This Product Disclosure Statement (PDS) is designed to assist you to understand what you need to know about the product so you can make an informed choice before you purchase this product. This document applies to any offers of renewal we make unless we tell you otherwise.

From time to time and where permitted by law, We may change parts of the PDS. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, may be found on the Famous' website at famousinsurance.com.au.

You can obtain a paper copy of any updated information without charge by calling Famous at 1300 326 687.

We recommend you read the PDS in conjunction with the policy wording.

This PDS is dated 12 February 2018 (ref: RACQFN C V02 02/18)

## About the insurer

This insurance is underwritten by RACQ Insurance Limited (ABN 50 009 704 152, AFS License Number 233082) ('the insurer' or 'RACQ Insurance').

RACQ Insurance Limited is the insurer of your policy and is responsible for the content of this PDS and any Supplementary PDS.

If you require further information about this insurance or wish to confirm a transaction, please contact Famous.

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## About the agent

Famous Insurance Agency Pty Ltd (ABN 66 168 467 561, AFS Licence Number 455905) (Famous) arranges and issues policies for and on behalf of RACQ Insurance Limited.

Famous acts under a binding authority provided by the insurer to arrange and issue policies, alterations and renewals, and to administer the policies. In all aspects of arranging or issuing a policy, Famous acts as an agent for the insurer and not for you.

If you have any queries in relation to your policy, you can contact Famous in any of the following ways:

**Postal Address:** PO Box 6244, Baulkham Hills NSW 2153

**Tel:** 1300 326 687

**Fax:** 1300 303 206

**Email:** info@famousinsurance.com.au

## Your duty of disclosure

Before you enter into or renew an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984 (Act).

The Act imposes a different duty when you:

- enter into the policy with us for the first time;
- renew your policy; and
- you vary, extend or reinstate your policy.

We set these duties out below.

The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to us or disclosures are made and the Relevant Time, you need to tell us.

### Duty of disclosure when applying for this policy

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

### Duty of disclosure on renewal of your policy

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

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## **Duty of disclosure on variation, extension or reinstatement of your policy**

If you have already entered into a policy and you are proposing to vary, extend or reinstate the policy your duty of disclosure changes. You have a duty to tell us of anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. If you are not sure whether something is relevant you should inform us anyway.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about.

## **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.

## **If you do not tell us something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## **Receiving your policy documents**

You may choose to receive your policy documents:

- electronically, including but not limited to, email; or
- by post.

If you tell Famous to send your policy documents electronically then they will send them to the email address that you have provided. This will continue until you tell Famous otherwise or until Famous advises that this method is no longer suitable. Each electronic communication will be deemed to be received by you 24 hours after it leaves Famous' information system. If you do not tell Famous to send your policy documents electronically then the policy documents will be sent to the mailing address that you have provided.

You are responsible for ensuring that the email and mailing address that Famous has is up to date. Please contact Famous to change your email or mailing address.

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## Benefits of Cover

You can select the level of cover that is appropriate for you. You can choose either:

- comprehensive cover; or
- storage, transit and restoration cover.

You can also choose optional cover for CAMS event track cover (see Section Nine: CAMS event track cover of the policy wording).

Your current policy schedule will show the cover you have chosen.

### **Comprehensive insurance benefits of cover**

Your motor vehicle will be covered for:

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

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

### **The amount you are insured for (sum insured)**

Your current policy schedule will show whether your motor vehicle is insured for an agreed value or market value.

- Agreed value - the dollar value stated in your policy schedule. This may be altered by mutual consent. In some cases, you will not be able to have an agreed value cover under your policy, or
- Market value - the value we determine as being the replacement value of your motor vehicle with another motor vehicle of the same make, model and condition as your motor vehicle at the date of its loss or damage.



## Additional benefits of comprehensive cover

The comprehensive cover also offers the following significant benefits and features:

FEATURE / BENEFIT	SUMMARY OF COVER
If your motor vehicle is a total loss in the 24 months after it was first registered, where you are the first registered owner	Replacement with a new motor vehicle of the same make, model and series or payment up to the sum insured
Emergency accommodation	Up to \$500 if you are more than 100 kilometres from home
Towing	Up to \$2,000
Replacement motor vehicle	Automatic cover for 14 days up to the sum insured if you tell us within 14 days of receiving it
Options, accessories or modifications	Covered if we are told about them and agree to cover them
Trailers	Up to \$1,000 or market value (whichever is the lesser) if it is damaged while attached to your motor vehicle
Windscreen or broken window glass cover	Repair or replacement of one windscreen or broken window glass per period of insurance without the application of an excess (Not covered if your policy schedule states that your policy class is classic car)
Emergency repairs	Up to \$500 (incl GST) for emergency repairs
Cover for damage to other people's property	Up to \$20m including costs
Choice of repairer	Available, or we can recommend a repairer convenient to you
Air freight import cover	Up to \$5,000 for express air freight of repair parts only available overseas
Hire car costs following theft	Up to \$100 per day for 14 days (for motor vehicles driven on a daily basis)
Hire car costs following an accident (optional benefit)	Up to \$50 per day for 14 days
Personal property	Cover up to \$500 if damaged in an accident or if stolen (excluding money, cheques, credit or debit cards and property used for earning income)

FEATURE / BENEFIT	SUMMARY OF COVER
Replacing keys and locks	Up to \$2,000 for replacing, re-coding and/ or re-keying locks
Returning your vehicle to you after repair	Up to \$500 for the cost of returning your vehicle if the repairer's premises are more than 100 kilometres from your residence or place of work
Transportation by sea	Covered for your contribution for general average and salvage charges, where these maritime conditions apply, whilst your motor vehicle is being transported by sea within the Commonwealth of Australia
Tools	Up to \$1,000 for theft of motor related spare parts and tools. A \$150 excess applies

### **Storage, transit and restoration cover benefits**

This cover provides the same benefits for damage to your motor vehicle as comprehensive cover but excludes cover while your motor vehicle is being driven under its own power, other than whilst your vehicle is being loaded on or off a trailer or other method of transportation for your vehicle.

### **Third party property damage cover**

Third party property damage cover is provided under comprehensive cover. You will be insured for up to \$20,000,000 (twenty million dollars) for damage caused by your motor vehicle to someone else's property, where you or any person driving your vehicle with your consent are at fault. The policy doesn't cover property that you, or the person responsible for the damage, own or have in your or their custody or possession.

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## Risks: What you may not be covered for

The policy will not provide insurance cover under certain circumstances.

### For example there is no cover provided under this policy if:

- you, or any person driving your motor vehicle with your consent, were under the influence of any drug or intoxicating liquor or had a drug or blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
- you, or any person driving your motor vehicle with your consent, were not adequately licensed or authorised to be driving as required by the relevant state or territory legislation;
- your motor vehicle was in an unsafe, unregistered or unroadworthy condition;
- your motor vehicle was damaged intentionally by you or any person driving your vehicle with your consent or on your or their behalf, or with fraudulent intention;
- your motor vehicle was used in an experiment, test, trial, demonstration or to tow some other motor vehicle in connection with the motor trade;
- your motor vehicle was on hire to another person, or used to carry passengers or goods for hire or reward, unless your policy schedule states wedding hire use;
- your motor vehicle was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest or used on a racetrack or course for any purpose (Optional cover for CAMS event track cover available. See Section Nine: CAMS event track cover of the policy wording (exclusions and limits apply)).
- your policy schedule states that the policy class is High Performance and at the time of any accident or event, your motor vehicle was in the custody or control of:
  - a learner or provisional licence holder;
  - a driver under the age of 25, except where the driver is:
    - a licensed mechanic, or their employee, and the vehicle is being driven for the purpose of overhaul, upkeep, service or repair;
    - a valet / employee of a parking station and the vehicle is being driven for the purpose of parking;
    - any person in an extreme medical emergency in which case the onus of proof will be on you to substantiate the necessity for your motor vehicle to be driven by or be in the control of a person other than you or a driver over the age of 25.

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

- loss of use, depreciation, wear and tear, rust and corrosion;
- damage to tyres by application of brakes, road cuts, punctures or bursts;
- losses due to your failure to take reasonable steps to protect your motor vehicle;
- losses due to failure to take reasonable steps to protect your motor vehicle by persons driving your vehicle with your consent;

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- losses due to your or an authorised driver's failure to protect your motor vehicle following you or them becoming aware of the loss or theft of your motor vehicle's keys or any other keys or passes which may provide access to your motor vehicle or your motor vehicle's keys;
  - bodily or personal injury of any kind, or death;
  - loss of any kind directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism;
  - injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos;
  - that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

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

## Conditions

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

## Special Conditions: General

The following policy conditions or clauses may be considered unusual.

### Total Loss

Section One: Loss or damage to your motor vehicle specifies that where your motor vehicle is declared a total loss we may at our option pay the sum insured (less any applicable excess), replace your vehicle with a similar vehicle (less any applicable excess) or make payment of a mutually agreed amount.

### Security

Section One: Loss or damage to your motor vehicle specifies your motor vehicle must be locked when your motor vehicle is not being driven.

### Overnight parking

The address and the way in which you usually park your vehicle overnight are important factors in our decision whether or not to insure you as well as determining the premium to be charged. It is important therefore that you advise us the correct address and overnight parking arrangements when taking out your policy, and update us if these details change during your policy. The way you parked your motor vehicle overnight as you have declared to us will be shown in your policy schedule.

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Examples of overnight parking arrangements include:

- Private lockable garage
- Locked shed
- Secure communal garage
- Caged in communal garage
- Public communal garage
- Carport
- Driveway
- Open air private car park
- Open air public car park
- Street

These terms are defined in the 'Words with special meanings' section of the policy wording.

Failure to accurately disclose the address and/or overnight parking arrangements of your vehicle may result in a claim being reduced or denied.

## Your excess

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 the person driving your vehicle with your consent and whether your motor vehicle is being driven by someone who is not listed in the policy schedule.

The excess must be paid when a claim is made unless:

- we agree the accident was entirely the fault of the other driver or party; and
- you can give us the name and address of the other driver or party; and
- you can give us the registration of the motor vehicle that caused the damage to your motor vehicle; and
- the damage exceeds the amount of the excess and the other driver or party was not a family member or a person who resides with you.

The standard excesses you may be required to pay are:

- **Basic policy excess:** the first amount you must contribute towards each and every claim you make under the policy. The amount of the basic policy excess will be shown on your policy schedule and will be determined by factors such as the age of any named driver, the driving and claims history of you or nominated drivers, the type of motor vehicle to be insured and the usage of the motor vehicle to be insured. The amount of the basic policy excess will be shown on the policy schedule.

- **Age or inexperienced driver excess:** an amount in addition to the basic policy excess. The age or inexperienced driver excesses that apply to this policy are:
  - \$2,000 while your motor vehicle is being driven by or is in the charge of any person under the age of 21;
  - \$1,500 while your motor vehicle is being driven by or is in the charge of any person over the age of 21 but under the age of 25;
  - \$500 while your motor vehicle is being driven by or is in the charge of any person who is aged 25 or over and has held a full Australian driver's licence for less than two years;
  - \$500 while your motor vehicle is being driven by or is in the charge of any person over the age of 75.

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

## Cost of the policy

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:

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

The 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 and may also include a fee for the issue of documentation. The amount of your premium is shown on your policy schedule.

## No claim bonus (NCB)/rating level

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

If you are insured with us under this policy for 3 consecutive years without making a claim we will apply a protected NCB.

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

COST OR FEES	DETAILS
Agency Fee	An agency fee of \$50 plus GST may be charged and payable by you to cover the agent's administration cost of preparing and distributing your policy. Your agency fee is noted on your policy schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation.
Refund of Premium and Cancellation Fee	You may cancel your policy at any time. If you choose to cancel your policy we will retain a portion of premium that relates to the period for which you have been insured. We will refund the residual for the unexpired period, less the cancellation fee of \$20 plus GST, the agency fee of \$50 plus GST and any non-refundable government taxes or charges, provided that: <ul style="list-style-type: none"><li data-bbox="348 858 981 882">• no event has occurred where liability arises under the policy; and</li><li data-bbox="348 890 703 914">• the residual amount is over \$20.</li></ul>
Instalment Fee	If you choose to pay your premium in instalments, an instalment fee of \$10 per annum plus GST will apply. This fee will cover the agent's administration costs of processing your instalment plan. The fee will be included in the amount shown on your schedule for agency fee. The instalment fee is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation.
Credit Card Processing Fee	A credit card processing fee will apply on all credit card transactions. We apply a surcharge in the range of 0% to 3% inclusive of GST of the total cash amount depending on the type of credit card used. The percentage payable will be shown on your tax invoice. This fee is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation.
Commissions	Famous may receive a commission payment from RACQ Insurance Limited when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your policy schedule, FSG, SOA or contact Famous directly.

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## **Paying for your insurance - new policies and renewals**

### **Paying your premium**

Various options are available for paying your premium including:

- annual payment by cheque, credit card or BPAY;
- instalments by direct debit from your credit card or bank, building society or credit union account.

An instalment fee will apply if you choose to pay in instalments. A credit card processing fee will also apply on all credit card transactions (annual and instalment payments).

### **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 total loss, 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 returns or dishonours a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs we incur arising from the payment being returned or dishonoured.

### **After you have paid for your insurance – new policies**

When you have paid for your insurance, we will forward you a tax invoice, policy schedule and application summary. Please check these documents carefully. If all the information is correct, you do not need to do anything else. If any information is incorrect or missing, it is your responsibility to inform us that information is incorrect or missing. If you do not inform us, we will assume the information on the documents we have sent you is correct and we will rely on this information in the event of a claim.



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## Cooling-off period

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.

## General Insurance Code of Practice

The General Insurance Code of Practice sets standards for insurers. RACQ Insurance is a signatory to the General Insurance Code of Practice.

You can get a copy of the General Insurance Code of Practice from the Insurance Council of Australia by:

- calling 1300 728 228
- visiting [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

## Financial Claims Scheme

The Financial Claims Scheme protects general insurance policyholders from potential loss if an institution fails. You may be entitled to a payment under the Financial Claims Scheme if you meet their eligibility criteria. If you want more information about the scheme, you can:

- call 1300 558 849
- visit the Financial Claims Scheme website at [www.fcs.gov.au](http://www.fcs.gov.au)

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## Dispute Resolution Process

RACQ Insurance provides a free and impartial review process established to attend to any complaint you may have in relation to our products, our services or a privacy issue. Our dispute resolution process has 3 key stages which are described below.

### Step 1: Contact us

Contact Famous

**Postal Address:** PO Box 6244, Baulkham Hills NSW 2153

**Tel:** 1300 326 687

**Fax:** 1300 303 206

**Email:** info@famousinsurance.com.au

Contact RACQ Insurance

**Postal Address:** RACQ Insurance - Customer Dispute Resolution Department

PO Box 3004, Logan City QLD 4114

**Tel:** (07) 3361 2141 or 137202 outside business hours

**Email:** racqdisputeresolution@racq.com.au

If we require additional information we will contact you to discuss. If your complaint is not immediately resolved we will respond within 15 business days of receipt of your complaint or agree on a reasonable alternative timetable with you.

### Step 2: Internal Dispute Resolution

If you're not happy with our response, you may ask us to refer your complaint to our Internal Disputes Resolution Committee. That Committee is made up of business representatives from across our organisation that have the appropriate knowledge, skills and authority to deal with your complaint. The committee will review your complaint and provide their decision in writing within 15 business days from the date of your request for a review.

### Step 3: External Dispute Resolution scheme

RACQ is a member of the Financial Ombudsman Service Australia (FOS Australia). The FOS is in place to assist in resolving complaints between consumers (you) and the participating financial service provider (RACQ Insurance).

The FOS will only consider your complaint after we have first been allowed the opportunity to resolve your complaint through our internal dispute review process. If we are unable to resolve your complaint within 45 calendar days of the date we first received your complaint, you can refer your complaint to the FOS, even if we are still considering your complaint.

The FOS only deals with disputes that fall within their 'Terms of Reference'. To find out whether your dispute qualifies for the FOS, you can:

- write to Financial Ombudsman Service Limited, GPO Box 3, Melbourne VIC 3001
- call 1800 367 287
- visit [www.fos.org.au](http://www.fos.org.au), or
- email [info@fos.org.au](mailto:info@fos.org.au)

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## Before purchasing motor vehicle insurance

### Obligations you need to know about before you take out insurance

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

Information you may need when you apply:

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

### When confirming details already supplied to us

Carefully check all the information on the documents that we provide to you. If the information is not correct or there is information missing, it is your responsibility to inform us that the information is incorrect or missing. If you do not inform us that information is incorrect or missing, we will assume that the information on the documents we have provided to you is correct and we will rely on this information in the event of a claim.

### When you are completing our online application

Follow the instructions provided. Do not forget you are answering all the questions for all the drivers on the application form. You are reminded of your duty of disclosure.

### When you have completed and paid for your insurance

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

## Don't prevent our right to recovery

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

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

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## Privacy

RACQ Insurance and Famous will both collect personal information from you and will share that personal information for the purpose of their respective roles in relation to your policy.

### **RACQ privacy information**

The personal information you give us is used to set up and administer your policy. It is used to determine the extent of insurance risk that you have proposed and plays a role in determining fair and competitive premiums. If you make a claim, your personal information enables us to determine your entitlement. If you do not provide the information we request then this can either delay or prevent us from providing the insurance you want or allowing your claim. To obtain a copy of the RACQ Group Privacy Statement visit our website at [racq.com/insurance](http://racq.com/insurance) or [racq.com/privacy](http://racq.com/privacy). You can also call us on 13 1905 or email us on [privacy@racq.com.au](mailto:privacy@racq.com.au) to request a copy.

### **Famous privacy information**

We are committed to the safe and careful use of your personal information in the manner required by the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

We collect your personal information in order to assess your application for insurance and, if your application is accepted, to administer and manage your policy and respond to any claim that you make.

To do this, your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing us with your personal information, you consent to the disclosure of your personal information to reinsurers, service providers and related entities to enable us to assess your application, to administer and manage your policy and to respond to any claim that you make.

If you choose not to provide your personal information and/or choose not to consent and/or withdraw your consent to the disclosure of your personal information at any stage, we may not be able to assess your application or administer and manage your insurance policy and respond to any claim that you make.

Our Privacy Policies contain information on how you may access personal information that each of us hold, or seek correction of your personal information and information on how to make a complaint about the handling of your personal information and how complaints are handled.

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## **Making a claim**

### **When you need to make a claim**

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

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

### **Choice of repairer**

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

### **Parts we use to repair your vehicle**

When we authorise repairs:

- we will guarantee the quality of workmanship and materials for the life of the motor vehicle (subject to wear and tear);
- if your motor vehicle is within the manufacturer's new vehicle warranty period, we will use new original equipment manufacturer (OEM) parts. We may, however, use parts that comply with Australian Design Rules (ADR) for the replacement of windscreens and window glass. We may use parts that are produced by OEM suppliers for the repairs of some components, such as radiators and air conditioning components;
- if your vehicle is no longer within the manufacturer's new vehicle warranty period, we will use new and/or reconditioned OEM parts. We may, however, use ADR-compliant parts for the replacement of windscreens and window glass. We may use parts that are produced by OEM suppliers for the repairs of some components, such as radiators and air conditioning components;
- if any replacement part cannot be obtained or replicated immediately, we may choose to pay you the value of the replacement part (including a reasonable charge for installation); and
- may instruct the repairer to use other repairers to complete certain parts of the repairs.

### **Proof of loss**

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

### **Paying your excess**

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

### **Claims for less than the excess**

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

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## **How you must co-operate**

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

## **If your motor vehicle is a total loss**

If we:

- pay you the agreed value; or
- pay you the current market value; or
- replace your motor vehicle with a similar vehicle;

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

## **Damage to someone else's property**

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

## **How does a claim affect your No Claim Bonus/Rating level**

Your No Claim Bonus or Rating Level may be reduced upon lodgement of any claim unless we agree that:

- the accident was entirely the fault of the other driver; and
- you can give us the name and address of the other driver and the registration of the vehicle they were driving.

If your policy schedules states that your NCB or Rating Level is protected, then your No Claim Bonus or Rating Level will be protected for one claim per period of insurance where either you are at fault or you cannot identify the third party responsible for the damage. For each subsequent claim where you are at fault or you cannot identify the third party, your No Claim Bonus or Rating Level will be reduced.

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## **GST**

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

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

## **Making changes to your policy**

If you wish to make changes to your policy, you must advise us and the change will be effective if:

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

Changes that you must advise us of include, but are not limited to:

- when you replace your motor vehicle with another motor vehicle;
- when you modify your motor vehicle in any way;
- when you change your address;
- when you change the way your motor vehicle is parked overnight (such as garage or carport) as shown in your policy schedule;
- when you change the address where your motor vehicle is parked overnight as shown in your policy schedule;
- when you change the usage of your motor vehicle.

Failure to advise us of changes may result in a claim not being paid.

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## **Cancelling your policy**

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

You may cancel your policy at any time in writing. If you do this, we will retain a portion of premium which relates to the period for which you have been insured. We will then refund the residual for the unexpired period, less the cancellation fee of \$20 plus GST, the agency fee of \$50 plus GST and any non-refundable government taxes or charges, provided that:

- no event has occurred where liability arises under the policy, and
- the residual amount is over \$20.

## **Notices**

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

## **If you sell or give away your vehicle**

This policy comes to an end if you sell or give away your motor vehicle, without any notice to you. You should advise us in writing of the disposal of your motor vehicle and we will cancel your policy and refund the residual premium, less the cancellation fee of \$20 plus GST, the agency fee of \$50 plus GST and any non-refundable government taxes or charges.



# Famous Car Insurance Policy

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

## Words with special meanings

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

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

**Act of terrorism** – Includes any act, or preparation in respect of action or threat of action, designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or defacto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

**Agreed value** – The dollar value stated in your policy schedule. This may be altered by mutual consent.

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

**Caged in communal car park** – A lockable area within a communal car park.

**Caged in communal garage** – An individual, lockable cage within an undercover or underground communal parking area.

**CAMS** – Confederation of Australian Motor Sport Limited (CAMS).

**Carport** – An open-sided shelter for a vehicle, commonly formed by a roof projecting from the side of a building, or on freestanding supports, that entirely covers a motor vehicle.

**Communal car park** – An open air car park area that is accessible by the public.

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**Driveway** – An open air parking area on private property.

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

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

**Flood** – The covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam.

**Garage** – A lockable room comprising a minimum of four adjoining walls and roof with a lockable door.

**Hire** – The use of your motor vehicle for reward.

**Locked shed** – A fully enclosed and lockable shed or building.

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

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

**Motor vehicle** – A mechanically propelled vehicle having 4 or more wheels either registered for use on public roads or capable of such registration. Motor vehicle includes the motor vehicle's components, accessories, tools and spare parts usually supplied by the manufacturer and installed or attached to the motor vehicle or specified in the application as accessories or modifications.

**Motorcycle** – A mechanically propelled vehicle having 3 or less wheels either registered for use on public roads or capable of such registration. Motorcycle includes the motorcycle's components, accessories, tools and spare parts usually supplied by the manufacturer and installed or attached to the motorcycle or specified in the application as accessories or modifications. Where this policy refers to motor vehicle it will also have the meaning of motorcycle.

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

**Nominated driver** – A person listed on your policy schedule as a regular driver.

**Open air private car park** – An open air car park for designated persons, not accessible to the general public.

**Open air public car park** – An open air car park accessible by the general public.

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

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

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

**Private lockable garage** – A fully enclosed garage comprising four adjoining walls and a roof, with a lockable door for motor vehicle access.

**Public communal garage** – An enclosed, undercover or underground communal parking area accessible to the general public.

**Secure communal garage** – An enclosed, undercover or underground communal parking area with security or swipe card access, not accessible to the general public.

**Street** – A road, street, or highway open to or used by the public for the driving of motor vehicles.

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

**Sum insured** – The agreed value or market value, whichever is stated in your policy schedule.

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

**Unattended** – Any time there is no person in your motor vehicle.

**Underground communal car park** – A basement or similar underground covered space where access is restricted to residents or tenants only and public access is excluded.

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**Usual overnight parking address** – The residential address you have declared to us as the address where your motor vehicle is usually parked overnight.

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

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

**We, us, our, insurer** – RACQ Insurance Limited (ABN 50 009 704 152 AFS Licence Number 233082).

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## **SECTION ONE: LOSS OR DAMAGE TO YOUR MOTOR VEHICLE**

### **What is covered?**

We cover accidental damage to or theft or attempted theft of your motor vehicle during the period of insurance, but we will not cover any loss or damage if your motor vehicle is not locked and the keys removed when your motor vehicle is unattended.

### **If your motor vehicle is partially damaged**

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

### **If your motor vehicle is a total loss**

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

- we will at our option either pay the sum insured, any negotiated value, or replace your motor vehicle, less any excess that may be applicable;
- within two years from the date of its original registration, where you are the first registered owner, we will, at our option and subject to local availability and the agreement of any party having a financial interest in your motor vehicle, replace your motor vehicle with a new motor vehicle of the same make, model and series, with the same accessories as declared in the application or policy schedule less any excess that may be applicable;
- we will be entitled to take over ownership of your motor vehicle. You will have first option to purchase the wreck at a price to be agreed between yourself and us. However, if your motor vehicle was built in excess of 30 years ago, you will retain ownership of the wreck.

### **What is not covered?**

There is no cover under this section unless you and any passenger or any other driver of your motor vehicle observe, fulfill and are subject to the terms, exclusions and conditions of this policy insofar as they apply.

### **Additional benefits**

The following additional benefits are paid in addition to the sum insured for your motor vehicle:

#### **Automatic cover on a replacement vehicle**

If you replace your motor vehicle during the period of insurance, we will cover the replacement motor vehicle for loss or damage for 14 days from the date of acquisition provided that:

- you supply details of the replacement motor vehicle within 14 days of its acquisition; and
- another insurer has not provided motor vehicle insurance to you for the replacement motor vehicle; and
- we agree to cover the replacement motor vehicle.

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Cover for your motor vehicle will cease from the time of acquisition of the replacement motor vehicle. The most we will pay for loss or damage to the replacement motor vehicle is the lesser of:

- the current market value of the replacement motor vehicle;
- the sum insured shown on your policy schedule;
- the purchase price of the replacement motor vehicle.

Cover for the replacement motor vehicle after the 14th day from the date of acquisition will only continue if:

- you provide us with all details about the replacement motor vehicle within 14 days of the acquisition of the replacement motor vehicle;
- we agree to insure the replacement motor vehicle;
- you agree to pay any additional premium we require;
- you agree to complete a new application form if we require it.

## **SECTION TWO: THIRD PARTY PROPERTY DAMAGE COVER**

### **What is covered?**

We will indemnify you, any passenger or any person driving your motor vehicle with your consent, for all sums for which you or such passenger or person driving your vehicle with your consent will become legally liable to pay in compensation for:

- damage to the property of others (up to a maximum of \$20,000,000)

arising out of an accident caused by or connected with your motor vehicle (including any trailer attached to your motor vehicle), happening during the period of insurance and less any excess that may be applicable.

The most we will pay for all claims for damage to the property of others is \$20,000,000 during the period of insurance.

We will also pay all reasonable legal costs and expenses incurred by you or the person driving your vehicle with your consent in defending or undertaking any legal action, subject to our prior written consent. These legal costs and expenses are included in and not in addition to the maximum amount of cover of \$20,000,000.

We will not cover any liability that results in a claim when your motor vehicle is being driven by any person without your consent.

When your motor vehicle is out of use for repair as a result of a claim covered by this policy and you or any person driving your motor vehicle with your consent drives a substitute motor vehicle, the cover provided by this section is extended to cover legal liability arising from the use of the substitute motor vehicle.

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

### **What is not covered?**

There is no cover under this section:

- unless you or any person driving your motor vehicle with your consent observe, fulfil and are subject to the terms, exceptions and conditions of this policy insofar as they apply;
- in respect to damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this policy;
- in respect of damage to any motor vehicle insured by this policy;
- in respect of penalties, fines, punitive, exemplary or liquidated damages;
- if the substitute vehicle is already covered by another insurance policy;
- for claims arising from, or in connection with your motor vehicle being driven under its own power, except whilst loading or unloading your vehicle from a trailer or other method of transport for your vehicle, if your policy schedules states that your vehicle is covered for storage, transit and restoration;
- in respect of death or personal bodily injury to any person arising from an accident involving any motor vehicle insured by this policy;
- for any liability which is insurable under a statutory scheme or policy covering such liability; and
- after the date we confirm that we will pay your claim for the total loss of your motor vehicle.

We will not pay more than:

- \$20,00,000 for all claims during the period of insurance under this Section.

## **SECTION THREE: ADDITIONAL BENEFITS**

The following Additional Benefits will be paid in addition to the sum insured for your motor vehicle:

### **Recovery and towing**

If your motor vehicle is accidentally damaged or recovered after being stolen, we will pay up to \$2,000 for recovery and moving of your motor vehicle to the nearest authorised repairer. Any further movement of your motor vehicle may only be conducted with our consent.

### **Emergency accommodation and travel**

We will pay up to \$500 for reasonable and necessary accommodation or travel expenses incurred in relation to an accident which gives rise to a claim under this policy and which occurs more than 100 kilometres from your declared place of residence.



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### **Cover for a trailer**

We will pay up to \$1,000 or the market value, whichever is the lesser, for accidental damage to your trailer when attached to your motor vehicle.

Note: This cover does not apply if your trailer is already insured.

### **Transportation by sea**

We will pay your contribution for general average and salvage charges, where these maritime conditions apply, whilst your motor vehicle is being transported by sea between places within the Commonwealth of Australia even in the event of there being no loss or damage to your motor vehicle.

### **Express air freight**

Where accidental damage to your motor vehicle cannot be repaired without parts which are not available in Australia but only available overseas, we will pay up to \$5,000 towards the cost of importing the parts by express air freight.

### **Hire car after theft**

If your motor vehicle is stolen, we will pay up to \$100 per day for a maximum of 14 days for the cost of a hire motor vehicle.

We will only pay under this Additional Benefit if your motor vehicle is described in your current policy schedule as either regular or daily use.

We will not pay under this Additional Benefit for:

- any hire charges incurred after your motor vehicle is returned to you in a similar condition to that it was in before the theft or accident;
- fuel, insurance waiver or any other running costs of the hire motor vehicle;
- any period after we have replaced your motor vehicle or paid your claim.

### **Replacing, re-coding and/or re-keying locks**

If the keys to your motor vehicle are stolen, we will pay up to \$2,000 in total for the repair or replacement of your motor vehicle's keys and the necessary re-coding or replacement of your motor vehicle's locks. This benefit will only apply if the theft of your keys has been reported to the police.

### **Returning your vehicle to you after repair**

We will pay the cost of returning your vehicle to your residence or place of work once it has been repaired if the repairer's premises is more than 100 kilometres from your residence or place of work. The most we will pay is up to \$500 in any period of insurance.

### **Personal property**

We will pay up to \$500 for any personal property that is damaged in an accident covered by the policy, or if the personal property is stolen in a theft covered by this policy. Personal property does not include money, cheques, credit or debits cards or any property used in connection with earning income.

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We will not pay if personal property is stolen or damaged after fire or an accident if you or the person in custody or control of your vehicle did not take reasonable steps to protect the personal property.

### **Fixed glass repair/or replacement**

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

We will either:

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

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

We will not pay to repair or replace a sunroof under this benefit.

### **Learner Drivers**

Learner drivers will be covered to drive your motor vehicle, subject to the terms of this policy. The age and other relevant excesses noted in this policy wording will apply.

However, we will not pay for loss or damage caused by a learner driver if your policy schedule states that your policy type is 'High Performance'.

### **Emergency Travel and accommodation expenses following breakdown during club rally event**

We will pay up to \$500 in total for emergency accommodation and travel if your motor vehicle cannot be driven as a result of breakdown whilst participating in, or travelling to or from, an organised motor club rally, and you are more than 100 kilometres from the address you have declared as your usual overnight parking address. A claim under this benefit will not affect your no claim bonus.

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## **Spare Parts and Tools - CAMS Members/Licence Holders Only**

We will pay up to \$1000 for theft of motor related spare parts or tools, including if they are stolen from your home, vehicle or whilst at a racetrack. This Additional Benefit is only payable to CAMS members/licence holders.

A \$150 excess applies to each claim under this additional benefit, unless you are also making a claim for damage to your vehicle, where only your standard excess will apply.

You can, for an additional premium, increase the amount that we will pay under this benefit. The maximum amount we will pay under this benefit will be shown on your policy schedule.

We will not pay under this Additional Benefit for:

- any non-motor related tools or parts;
- any amount more than the sum insured shown in your policy schedule for this benefit;
- any amount more than \$1000 per individual item, pair, set, or collection;
- theft that occurs from a motor vehicle that was not locked;
- any theft that was not reported to the police;
- any tools or spare parts that are used in relation to a business or for the purposes of earning income.

## **Optional Additional Benefits:**

### **Hire car following an accident**

If you have selected this benefit, and it is shown on your policy schedule, and your motor vehicle is involved in an accident, and we agree to indemnify you, we will pay up to \$50 per day for a maximum of 14 days for the cost of a hire motor vehicle while you are unable to drive your motor vehicle or while your motor vehicle is being repaired.

We will not pay under this Optional Additional Benefit for:

- any hire charges incurred after your motor vehicle is returned to you in a similar condition to that it was in before the accident;
- fuel, insurance waiver or any other running costs of the hire motor vehicle;
- any period after we have replaced your motor vehicle or paid your claim.

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## SECTION FOUR: EXCLUSIONS

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

- you or any person driving your motor vehicle with your consent was under the influence of any drug or intoxicating liquor or had a drug or blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
- you, or any person driving your vehicle with your consent were not licensed or authorised to be driving.

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

- was in an unsafe, unregistered or unroadworthy condition;
- was damaged intentionally by you or any person with your consent, on your or their behalf, or with fraudulent intention;
- was outside of Australia;
- was used in an experiment, test, trial, demonstration or to tow some other motor vehicle in connection with the motor trade;
- was on hire to another person, or used to carry passengers or goods for hire or reward unless your policy schedule states 'wedding hire' usage;
- was being used for any unlawful purpose;
- was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest (Optional Cover for CAMS event track cover available - see Section Nine of this policy wording);
- was being used on a racetrack or course in any capacity whatsoever without our written approval (Optional Cover for CAMS event track cover available - see Section Nine of this policy wording);
- was used off road or on any ungazetted road or highway;
- was being used for a driver education course unless you have told us your motor vehicle would be used for this purpose and we have agreed in writing to cover it;
- was being used for learner driver tuition for reward.

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If your policy schedule states that the policy type is 'High Performance', there is no cover under this policy if at the time of any accident or event which results in a claim your motor vehicle (or any other motor vehicle covered by this policy):

- was in the custody or control of a learner or provisional licence holder and your policy schedule;
- was in the custody or control of a driver under the age of 25, except where the driver is:
  - a licenced mechanic, or their employee, and the vehicle is being driven for the purpose of overhaul, upkeep, service or repair;
  - a valet / employee of a parking station and the vehicle is being driven for the purpose of parking;
  - any person in an extreme medical emergency in which case the onus of proof will be on you to substantiate the necessity for your motor vehicle to be driven by or be in the control of a person other than you or a driver over the age of 25.

There is no cover under this policy for:

- loss of use, depreciation, wear and tear, rust and corrosion;
- damage caused by domestic animals or pets owned by you or for which you are legally responsible;
- the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the vehicle due to previous damage and/or repairs;
- mechanical, structural, electrical or electronic breakdown or failure;
- damage to tyres by application of brakes, road cuts, punctures or bursts;
- losses due to your failure, or the failure of any person in the custody or control of your vehicle with your consent, to take reasonable steps to protect your motor vehicle;
- the cost of replacing an entire set and/or pair when not all of the set and/or pair are damaged;
- loss of or damage to your motor vehicle by lawful repossession, seizure or other operation of law;
- motor vehicles that have been modified from the manufacturers' original specification for the model and series, unless such modifications have been disclosed to and agreed to in writing by us;
- injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos;
- that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos;
- your motor vehicle if it is being driven on rails;
- bodily or personal injury of any kind, or death;
- consequential loss of any kind.

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We will not provide cover, be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment or benefit is prohibited by law or by doing so will expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations.

There is no cover under this policy for loss, damage, liability or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

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

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

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

- you change your address or the address you have declared to us as the address at which your motor vehicle is parked overnight as shown in your policy schedule;
- your motor vehicle will no longer be parked overnight in the way that you have declared to us it would be parked overnight as shown in your policy schedule;
- you change the way you use your motor vehicle or the usage pattern of your motor vehicle;

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but we will maintain cover if:

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

## **SECTION FIVE: EXCESS**

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

In addition to the amount stated in the schedule as the “basic excess”, you or any other party indemnified by this policy will bear, in respect of each accident, a further sum of:

- \$2,000 while your motor vehicle is being driven by or is in the charge of any person under the age of 21;
- \$1,500 while your motor vehicle is being driven by or is in the charge of any person over the age of 21 but under the age of 25 ;
- \$500 while your motor vehicle is being driven by or is in the charge of any person who is aged 25 or over and has held a full Australian Driver’s Licence for less than two years;
- \$500 while your motor vehicle is being driven by or is in the charge of any person over the age of 75 years.

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

Each excess is cumulative. In other words, in circumstances in which more than one excess applies all applicable excesses are payable.

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

The excess must be paid when a claim is made unless:

- we agree the accident was entirely the fault of the other driver or party; and
- you can give us the name and address of the other driver or party; and
- you can give us the registration of the motor vehicle that caused the damage to your motor vehicle; and
- the damage exceeds the amount of the excess and the other driver or party was not a family member or a person who resides with you.

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## SECTION SIX: CLAIMS PROCEDURES

### When you need to make a claim

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

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

### Repairs

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

When we authorise repairs:

- we will guarantee the quality of workmanship and materials for the life of your motor vehicle (subject to wear and tear);
- if your motor vehicle is within the manufacturer's new vehicle warranty period, we will use new original equipment manufacturer (OEM) parts. We may, however, use parts that comply with Australian Design Rules (ADR) for the replacement of windscreens and window glass. We may use parts that are produced by OEM suppliers for the repairs of some components, such as radiators and air conditioning components;
- if your motor vehicle is no longer within the manufacturer's new vehicle warranty period, we will use new and/or reconditioned OEM parts. We may, however, use ADR-compliant parts for the replacement of windscreens and window glass. We may use parts that are produced by OEM suppliers for the repairs of some components, such as radiators and air conditioning components;
- if any replacement part cannot be obtained or replicated immediately, we may choose to pay you the value of the replacement part (including a reasonable charge for installation); and
- we may instruct the repairer to use other repairers to complete certain parts of the repairs.

### Proof of loss

When you make a claim under this policy, we may ask you to provide proof of purchase or proof of ownership of your motor vehicle, items or accessories.

If you cannot provide this proof we may not pay you.

### Paying your excess

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



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## Claims for less than the excess

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

## How you must co-operate

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

## If your motor vehicle is a total loss

If your motor vehicle is a total loss and we:

- pay you the agreed value; or
- pay you the current market value; or
- replace your motor vehicle with a similar vehicle;

(depending on the cover purchased), less any excess applicable, this policy comes to an end and no refund of premium is due to you.

Once we have paid you, we will be entitled to take over ownership of your motor vehicle, including all accessories and modifications advised to us. You will have first option to purchase the wreck at a price to be agreed between yourself and us. However, if your motor vehicle was built in excess of 30 years ago, you will retain ownership of the wreck. Where we take over ownership of your motor vehicle, all accessories or modifications not advised to us remain your property. We may charge you or deduct from any payment we make to you the cost to remove and deliver them to you. If any insured accessories or modifications are removed by you and not replaced with a fully functioning standard component, we will deduct the value of the fully functioning standard component from any payment we make to you.

## Damage to someone else's property

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

## How does a claim affect your No Claim Bonus/Rating level

Your No Claim Bonus (NCB) or Rating Level may be reduced upon lodgement of any claim unless we agree that:

- the accident was entirely the fault of the other driver; and
- you can give us the name and address of the other driver and the registration of the vehicle they were driving.

If your policy schedules states that your NCB or Rating Level is protected, then your NCB or Rating Level will be protected for one claim per period of insurance where either you are at fault or you cannot identify the third party responsible for the damage. For each subsequent claim where you are at fault or you cannot identify the third party, your NCB or Rating Level will be reduced.

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## **GST**

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

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

## **SECTION SEVEN: CONDITIONS**

If you do not comply with the following conditions, we may refuse to pay a claim in whole or in part.

### **Renewal procedure**

When your current policy is close to expiry, we may send you an invitation to renew your policy. Any changes to the premium or the cover provided by the policy will be detailed in this renewal invitation.

Before you accept our invitation to renew your policy, you have a duty, by law, to tell us everything that you know or could reasonably be expected to know will alter the risk that we propose to insure in the new period of insurance. Things you must tell us before the new period of insurance commences include but are not limited to:

- details of any criminal convictions, charges, prosecutions or fines for you or any nominated driver;
- if you or any nominated driver have had your or their driver's licence cancelled, suspended, special conditions (including good behaviour periods) imposed or been disqualified from driving;
- if your motor vehicle has been converted, altered or modified from the manufacturer's original specification for the model or series.

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## **Changing motor vehicles**

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

For the policy to cover the new motor vehicle:

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

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

## **Changing your address**

You must notify us immediately if you change your address. This means if you relocate either temporarily or permanently, you must advise us immediately.

## **Changing your motor vehicle's garaging or parking or your motor vehicle's garaging or parking address**

The address and the way in which you usually park your vehicle overnight is an important factor in our decision to insure you as well as in determining the premium charged. It is important therefore that you advise us if your vehicle will no longer be usually parked in the way you have described to us, as noted on your policy schedule, e.g. private lockable garage, locked shed, carport, secure communal garage, caged in communal garage, public communal garage, driveway, open air private carpark, open air public car park, or street. These terms are defined in the 'words with special meanings' section of this policy wording.

You must notify us immediately if:

- your motor vehicle will no longer be usually parked overnight, at the address you have declared to us as the address where your motor vehicle is usually parked or parked overnight as shown on your policy schedule;
- your motor vehicle will no longer be usually parked in the way that you have declared to us e.g. carport or garage, whilst at your usual overnight parking address, as shown on your policy schedule.

## **Making modifications to your motor vehicle**

You must notify us immediately if your motor vehicle is converted, altered or modified from the manufacturer's original specification for the model or series. Your motor vehicle and the modification will be covered if:

- we agree to cover the modification and your motor vehicle; and
- you pay us any additional premium required; and
- we confirm in writing the modification and your motor vehicle is covered.

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### **If you change the way you use your motor vehicle**

You must notify us immediately if you:

- change the way you use your motor vehicle from the way you have declared to us that you use your motor vehicle, as shown in your policy schedule; or
- change the number of times per week or per month that you drive your motor vehicle from the number you have declared to us, as shown in your policy schedule; or
- have declared to us your motor vehicle is not driven and you will be driving your motor vehicle.

### **If you want to add additional nominated drivers**

You must notify us immediately if you want any additional driver of your motor vehicle to be listed in your policy schedule as a nominated driver. Additional drivers will be covered if:

- we agree to cover the additional driver; and
- you pay us any additional premium required; and
- we confirm in writing the additional driver is listed as a nominated driver in your policy schedule.

### **If you want to change any other information or details in your policy please contact us**

The change will be effective if:

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

### **Cancellation**

#### **By you**

You may terminate this policy at any time by forwarding to us a request in writing or electronically.

If you do this, we will deduct from the premium you have paid us, the premium for the period that you have been insured together with the cancellation fee of \$20 plus GST, the agency fee of \$50 plus GST and any non-refundable government taxes and charges. We will then refund the remaining premium to you.

#### **By us**

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

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

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## **Failure to pay your insurance premium**

It is a condition of this contract of insurance that you pay the insurance premium and we may take steps to cancel your contract of insurance for nonpayment of the insurance premium.

## **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 total loss, 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 returns or dishonours a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs that we incur arising from the payment being returned or dishonoured.

## **Interpretation**

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

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

## **The law that applies to this policy**

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.

## **Other insurance**

If you effect (or if there exists to your knowledge) any other insurance covering loss, damage or liability insured by your policy, you must notify us immediately and provide us with details of such other insurance.

## **Subrogation**

We have the right on your behalf (and in your name) to conduct any negotiation, settlement or legal proceeding, whether prosecuting or defending.

Your full co-operation is required in these matters. Where you have entered into an undertaking with any other party that prevents or limits your/our right to recover from that party, all benefit under this policy is forfeited unless you have our prior written consent.

## **Fraud**

All benefits may be forfeited, our liability reduced and/or your policy/policies cancelled if you or any person acting with your knowledge or consent or on your behalf:

- engages in any dishonest or fraudulent activity as a means to obtain benefit from this policy; or
- wilfully causes any loss, damage, or liability to the property insured.

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## **SECTION EIGHT: STORAGE, TRANSIT AND RESTORATION COVER**

Where your policy schedule states your type of cover is "Storage, Transit and Restoration cover", your motor vehicle will be covered at all times in accordance with the terms and conditions of this policy, except when being driven under its own power, other than whilst your vehicle is being loaded on or off a trailer or other method of transportation for your vehicle.

There is no cover for your motor vehicle under storage, transit and restoration cover for any loss or damage caused by or in connection with you or any person with your consent driving your motor vehicle under its own power, other than whilst your vehicle is being loaded on or off a trailer or other method of transportation for your vehicle.

## **SECTION NINE: CAMS EVENT TRACK COVER**

The policy schedule indicates whether you have chosen this Optional Cover.

### **What is covered?**

Where your policy schedule states that you have selected CAMS event track cover, the following applies:

- the policy extends to provide cover for loss or damage to your motor vehicle whilst you or a nominated driver are participating in a CAMS sanctioned Level 2 Speed (L2S) or Level 2 Non Speed (L2NS) motor sport event;
- the maximum amount we will pay for loss or damage incurred whilst participating in a CAMS sanctioned motorsport event, inclusive of any additional benefit under Section Three: Additional Benefits, is the lesser of:
  - \$10,000; or
  - the agreed value or market value of your motor vehicle as shown on your policy schedule;
- the total excess applicable for all claims under this section is the greater of \$1,000 or the excess normally applicable to the driver at the time, including any age or additional imposed excesses under this policy.

### **What is not covered?**

There is no cover under Section Nine: CAMS event track cover:

- under Section Two: Third party property damage cover of this policy wording;
- for loss or damage that has occurred as a result of any cause other than a collision between your motor vehicle and another vehicle or object including, but not limited to, fire or heat related damage due to mechanical or electronic failure or overheating;
- for mechanical, electronic or electrical damage including, but not limited to, wear and tear of drivetrain, clutch, brakes and tyres as a result of use during a CAMS sanctioned motorsport event unless damage to these components has occurred as a result of a collision between your motor vehicle and another vehicle or object;

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- for loss or damage that has occurred other than whilst participating in a CAMS sanctioned Level 2 Speed (L2S) or Level 2 Non Speed (L2NS) motorsport event for which the driver holds the applicable L2S or L2NS or superior CAMS licence;
  - for loss or damage that has occurred whilst participating in a CAMS sanctioned motorsport event requiring a National or International level licence;
  - for loss or damage that has occurred whilst participating in a CAMS sanctioned motorsport event open to Level 1 licence holders;
  - where you or a nominated driver are in breach of the CAMS approved rules and regulations; and
  - where your motor vehicle is in breach of CAMS or the event organiser's safety requirements.

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