



# SHANNONS MOTOR INSURANCE

SHARE THE PASSION

PRODUCT DISCLOSURE STATEMENT

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# INTRODUCTION

## WELCOME TO SHANNONS

Shannons has specialised in insurance for motoring enthusiasts for over **40** years. We enjoy a unique relationship with motoring enthusiasts and our dedicated team is in place to offer you a knowledgeable personalised service.

By choosing Shannons you can:



Make a claim 24/7 online or by calling 13 46 46



Call 13 46 46 for extra support

### **Why is this document important?**

This Product Disclosure Statement (PDS) is an important document that contains details of your Shannons Motor Insurance if you purchase this product from us. It also explains in the 'Important information about us' statement (see page 8), certain information about the financial services we offer, how we are remunerated and what relationships we have with others, to help you decide if you would like to use the services we offer. This PDS also explains how we will deal with your complaint if you ever have a concern with your dealings with us.

### **Our agreement with you**

If you buy this product from us, your contract of insurance is made up of your certificate, this PDS and any supplementary PDS (SPDS) that we have given you.

You may need to refer to this document from time to time, so keep it in a safe place.

### **There are limits to what we will pay and some things that we don't cover**

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances. These are found in 'Things we don't cover' on pages 39 to 43. There are also specific things we don't cover explained in the levels of cover, additional covers and optional covers on pages 20 to 38 which are particular to the cover provided under your policy.

In this PDS we use '✓' and '✗' icons to help describe what's covered and what's not covered.

## **Updating information**

The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a SPDS which we will give to you.

## **Motor Vehicle Insurance and Repair Industry Code of Conduct**

In line with our requirements under this code on our repair process, see 'Your repairs (Choice of repairer)' on page 50 and 'Our parts policy for authorised repairs' on page 51.

## **Motor Insurance Additional Information Guide**

In this PDS you will be referred to the Motor Insurance Additional Information Guide. This guide is available at [shannons.com.au](http://shannons.com.au) and contains further information about claim payments, premiums, excesses, rewards and discounts. Please contact us for a free copy.

## **Communicating with you electronically**

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

## **Cooling off period**

You can contact us to return the policy within **21** days from the start date of your policy (including on renewal).

This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'What happens with cancellations' on page 56.

## **Extra support**

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

## YOUR RESPONSIBILITIES

- take steps to prevent damage or theft, for example:
  - move your vehicle away from rising waters including tides;
  - do not drive into water;
  - accompany anyone test driving your motor vehicle when it's up for sale.
- keep your vehicle well maintained and in a good, safe and roadworthy condition (e.g. replace worn out tyres, replace worn brakes and defective lights, fix paint including clear coats, repair major rust, repair worn upholstery and repair major scratches or dents, fix mechanical and electrical problems) unless you tell us about the condition of your vehicle and we agree to insure it;
- follow all the terms, conditions and responsibilities set out in your policy;
- provide honest and complete information for any claim, statement or document supplied to us;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

### **Not meeting your responsibilities**

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

### **Joint policyholders**

When you insure your vehicle in the names of more than one person, and all of those people are named insured on your certificate, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reason for this is that these joint policyholders each have an interest or ownership in the vehicle.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before you purchase this policy and during the period of insurance), as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate of insurance.

There are, however, some exceptions to this.

During the period of insurance, we might ask all policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

## **Conduct of others**

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy.

In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances. However, this does not apply if we are relying on the below exclusion to reduce or refuse a claim under your policy:

- Alcohol, drugs, medication (see page 39).

## **RESTRICTED DRIVER/RIDER CONDITION**

We may restrict cover under your policy to certain drivers of your motor vehicle or riders of your motorcycle. This is called a restricted driver condition. If any restricted driver condition applies it will be stated on your certificate.

If a restricted driver condition applies, despite what other sections of this PDS say, your policy provides cover when your motor vehicle or motorcycle is being driven/ridden by only:

- a driver/rider listed on your certificate;
- any member of the motor trade who has control or custody of the vehicle for maintenance or repair;
- any law enforcement officer or emergency services person;
- any employee or agent of a restaurant, hotel, car park or similar business that has control or custody of the vehicle for parking purposes;
- a learner driver of your motor vehicle under instruction from a driver listed on your certificate. (See learner drivers on page 29).

## **Words with special meanings**

Some words in this policy have special meanings. Most of the words with special meanings are defined in the 'Words with special meanings' section on pages 57 to 61.

## IMPORTANT INFORMATION ABOUT US

This important information about us statement was completed on 3/12/2020.

### **Who are we?**

Shannons Pty Limited ABN 91 099 692 636 (Shannons), authorised representative No 239594. The contact details for Shannons are on the back cover.

### **Who do we act for?**

Shannons is an agent (acting under a binder) and authorised representative of AAI Limited ABN 48 005 297 807 (AAI Limited). AAI Limited holds Australian Financial Services Licence No. 230859. The contact details for AAI Limited are on the back cover. AAI Limited has authorised this 'Important information about us' statement.

AAI Limited has prepared this PDS and is the insurer of the policies referred to under 'What financial services do we offer' that are arranged by Shannons. Shannons is a wholly owned subsidiary of AAI Limited and both are members of the Suncorp Group. As AAI Limited is regulated by the Australian Prudential Regulation Authority (APRA) it is exempt from the requirement to hold professional indemnity insurance cover. AAI Limited as the insurer will receive the premiums paid for the policy.

### **What financial services do we offer?**

Shannons is authorised by, and acts on behalf of AAI Limited to issue insurance under a binder, to arrange, vary and cancel insurance, handle and settle claims and provide general and personal financial product advice in relation to Shannons branded general insurance policies issued by AAI Limited.

### **How are we paid for providing the financial services?**

Shannons does not receive any commissions or benefits from AAI Limited for giving you advice or for the insurance policies it arranges. AAI Limited and other Suncorp Group companies provide Shannons with the resources it needs to provide the financial services, such as staff employed by the Suncorp Group of companies. In addition to their salary, staff may receive bonuses if they achieve their performance targets. You will not be charged an additional fee as a direct result of this.

### **How we will deal with a complaint?**

We provide a complaint resolution process. For full details see page 62.

## ABOUT YOUR PREMIUM

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your certificate as the total premium or, if you pay by monthly instalments, as the monthly amount.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and your vehicle to calculate the premium.

**Refer to the Motor Insurance Additional Information Guide for further information.**

## PAYING YOUR PREMIUM

You must pay the premium by the due date to get this insurance cover. We will tell you how much to pay and when payment is due on your certificate.

If we agree, you can pay the premium by monthly instalments or by half yearly or quarterly payments.

If you ask to pay the premium by automatically debiting your account or card, we will automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

### **Late annual, half yearly and quarterly payments**

If you do not pay the premium due on renewal by the due date, you have no cover from the due date, unless we tell you otherwise. If your half yearly or quarterly payment is overdue during the period of insurance, we can cancel your policy.

### **Late monthly instalments**

If you pay your premium by monthly instalments and a monthly instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least **14** days advance notice; or
- without advance notice, once an instalment is **1** month (or more) overdue.

## WHEN YOU NEED TO CONTACT US

During the period of insurance you must tell us as soon as possible if:

- you or any person who is likely to drive your vehicle has their driver licence cancelled, suspended, disqualified or restricted;
- if you or any person who is likely to drive your vehicle has been charged with or convicted of a criminal act or offence;
- you have had another insurer cancel or decline an insurance policy, impose specific conditions on a policy or refuse a claim;
- any details on your certificate are no longer accurate and complete, including but not limited to your vehicle (see page 11 'When you replace your vehicle') or the address where you keep your vehicle changes;
- there are any changes to the physical condition of your vehicle (including if you have not repaired damage to your vehicle which we paid you for);
- you have added accessories or modifications to your vehicle (see page 14);
- the listed drivers/riders of your vehicle change;
- the type of vehicle usage or frequency of vehicle use changes (see to pages 15 to 16 for more details).

If you have not told us about any of the above matters having occurred in any other period of insurance when you held this policy with us, you must also tell us as soon as possible.

### **What we will do when you contact us**

When you tell us about any of the above matters, an additional excess, additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it may mean we can no longer insure you and we will cancel your policy.

### **If you do not contact us**

If you do not contact us when you need to you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

### **How to contact us**



Call us on 13 46 46.

### **If your contact details change**

You must keep your contact details, including your Australian mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

### **When you replace your vehicle**

If you replace your vehicle with another vehicle, we will insure the replacement vehicle on the same terms and for the same level of cover as the replaced vehicle as if a reference to 'your vehicle' in this PDS is to your replacement vehicle.

Cover is provided from the date you bought the replacement vehicle until you contact us to insure your replacement vehicle, up to a maximum of **14** days.

Cover for your replacement vehicle is limited to the amount you paid for the replacement vehicle, but not exceeding the agreed value of the vehicle that was replaced and not exceeding **\$300,000**.

We do not provide any cover under this policy for a replacement vehicle outside the cover stated in this section 'When you replace your vehicle'.

### **Special conditions**

We may apply special conditions on your policy that might exclude, restrict or extend cover. For example, we may not be able to cover certain drivers because of the type or value of vehicle that is insured. Any imposed conditions will be listed on your certificate. It is important that you read your certificate carefully.

**Refer to the Motor Insurance Additional Information Guide for further information.**

## SUMMARY OF ADDITIONAL COVERS AND OPTIONAL COVERS

This product provides 2 levels of cover to choose from, Comprehensive cover and Third party legal liability cover. The cover you have chosen will be shown on your certificate. Below is a table identifying the additional covers and optional covers available depending on the level of cover you choose. It is a guide only. For full details of what is covered and not covered and for any limits that apply, please read your policy carefully, including the 'Things we don't cover' on pages 39 to 43.

<b>Summary of additional cover</b>	<b>Comprehensive</b>	<b>Third party legal liability</b>	<b>Page</b>
Towing and storage costs	All vehicles	X	20
Defensive driving courses	Motor vehicles & Motorcycles	Motor vehicles & Motorcycles	21
New vehicle after a total loss for vehicles less than 2 years old	Motor vehicles & Motorcycles	X	22
Hire car following theft up to 21 days	Motor vehicles & Motorcycles (Regular use only)	X	23
Hire car after a not at fault incident	Motor vehicles & Motorcycles (Regular use only)	Motor vehicles & Motorcycles	24
After claim expenses	All vehicles	X	26
Riding apparel cover	Motorcycles	X	27
Baby capsules and child seats	Motor vehicles	X	27
Transport cover	Motor vehicles & Motorcycles	Motor vehicles & Motorcycles	28
Learner drivers/riders	Motor vehicles & Motorcycles	Motor vehicles & Motorcycles	29
Emergency expenses following breakdown at a motor enthusiast club rally	Motor vehicles & Motorcycles	X	30
Substitute vehicle	Motor vehicles & Motorcycles	X	31
One excess free windscreen or window glass claim	All vehicles	X	32
Trailer cover	Motor vehicles & Motorcycles	X	32

<b>Summary of additional cover</b>	<b>Comprehensive</b>	<b>Third party legal liability</b>	<b>Page</b>
Damage by uninsured drivers	Covered under Comprehensive cover, not under additional cover	Motor vehicles & Motorcycles	33
Third party property damage for caravans and trailers	Motor vehicles & Motorcycles	Motor vehicles & Motorcycles	34

<b>Summary of optional covers</b>	<b>Comprehensive</b>	<b>Third party legal liability</b>	<b>Page</b>
Shannons Roadside Assist	Motor vehicles & Motorcycles	Motor vehicles & Motorcycles	35
Salvage rights	All vehicles	X	36
Hire car after an event for unlimited days	Motor vehicles & Motorcycles (Regular use only)	X	37
Racing cover	Motor vehicles & Motorcycles	X	38

# ABOUT YOUR COVER

## ABOUT YOUR VEHICLE

To be covered under this PDS a vehicle must be either a motor vehicle (which includes a car, truck or tractor), motorcycle, collectable caravan or trailer. When we use the term 'vehicle' in this PDS it includes a reference to any motor vehicle, motorcycle, collectable caravan or trailer referred to in your certificate. It includes the following that are fitted to your vehicle:

- accessories; and
- modifications.

A collectable caravan means a caravan at least **35** years of age and used for recreational purposes. This policy does not provide any cover in connection with your collectable caravan being used as a place of residence or business.

### What are accessories?

An accessory is an addition to your vehicle which does not enhance the performance or change the structure of the vehicle.

For collectable caravans, cover for accessories is limited to **\$500** in total, unless we have agreed to a higher amount and this is shown on your certificate.

### What are modifications?

Modifications are alterations made to the manufacturer's standard body, engine, suspension, wheels or paintwork of your vehicle which may affect its performance, value, safety or appearance. The modifications will be shown on your certificate.

### What we do not cover as your vehicle

- fuel or lubricants;
- baby capsules and child seats (except to the extent they are covered under 'Baby capsules and child seats' see page 27);
- lost vehicle keys.

## LEVELS OF COVER

This policy provides cover for your motor vehicle or motorcycle.

There are two levels of cover available:

- Comprehensive cover including Third party legal liability cover.
- Third party legal liability cover only.

If you have a collectable caravan or trailer, we offer Comprehensive cover only. We do not cover a collectable caravan if it is being used as a place of residence or business.

The level of cover you have will be shown on your certificate.

## OPTIONAL COVERS

There are some optional covers that you have to pay extra for. If an optional cover applies to your policy it is shown on your certificate.

See 'Optional covers' on pages 35 to 38 for more information.

## VEHICLE USAGE

When you take out your policy you need to choose the type of vehicle usage.

For Comprehensive cover, we will also ask you about the frequency of vehicle use.

The type of vehicle usage and frequency of vehicle use that apply to your policy will be shown on your certificate.

If you do not use your vehicle in accordance with the type of vehicle usage or frequency of vehicle use shown on your certificate you may not be covered in the event of a claim as it may lead us to reduce or refuse to pay a claim or we may cancel your policy.

### **Type of vehicle usage**

The following types of vehicle usage are available:

**Private Use** means your vehicle is used for private purposes including commuting to and from your place of work but does not include ridesharing.

**Business Use** means your vehicle:

- is or should be registered for business use, or
- is used for income earning purposes but does not include ridesharing.

**Wedding Hire Use** means your vehicle is used for Private Use and the limited business use of carrying passengers for hire or reward in connection with weddings or school formals.

## FREQUENCY OF VEHICLE USE

**Regular use** means you use your vehicle more frequently than limited use, up to and including being driven every day.

For Comprehensive cover, we insure all vehicles for regular use unless you ask us and we agree to insure your vehicle for one of the following limited vehicle usages:

**Limited use** is when you use your vehicle on average no more than twice a week.

**Extreme limited use** is when you use your vehicle on average no more than twice a month.

**Club plate use** is when your vehicle is driven only in accordance with your state or territory's rules and regulations for club permit, historic registration or rally registration.

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### X What is not covered

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We do not provide cover under this policy if your vehicle is insured for club plate use and is being driven contrary to your state or territory's rules and regulations for club permit, historic registration or rally registration.

**Laid up** is when your vehicle is not in use and any parts that have been removed from the vehicle, and is:

- located at your address or within a private residence;
- located at a Shannons auction event or a motoring event;
- located at a garage or workshop for repair or other work;
- being loaded or unloaded for transport; or
- being transported.

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### X What is not covered

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- We do not provide any cover under this policy if your vehicle is covered for Laid up and is being driven under its own power, except while it is being loaded or unloaded for transport or if you are entitled to cover for an incident under the optional cover Racing cover.

## MOTORING EVENTS

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### ✓ What is covered

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We will cover you for accidental loss or damage to your vehicle when driving, riding or participating in motoring events that are limited to:

- parade laps, cruise laps, processions or other on course or racetrack driving events that do not permit activities described in 'What is not covered' below; or
- driving on a closed road where you are required to drive at sign posted speed limits and according to all normal road rules and regulations.

**Note:** The restrictions under Laid up cover still apply if you have selected that vehicle usage.

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### X What is not covered

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We do not provide cover under this policy if you are driving, riding or participating in an event that permits:

- driving at speeds over **110** km/hour;
- racing, including informal side by side racing;
- burnouts, power skids, drifting or other intentional loss of traction;
- high speed cornering or overtaking;
- non-compliance with sign posted speed limits or other road rules and regulations; or
- racing for position, competing for the lowest elapsed time or lap time or the highest achieved speed or other form of competitive driving.

We do not cover motor sport, see page 59.

## COMPREHENSIVE COVER

This cover includes:

- Accidental loss or damage cover;
- Third party legal liability cover;
- Additional covers (see pages 20 to 34).

You can also choose an optional cover for an extra premium to tailor your insurance (see pages 35 to 38).

### **Accidental loss or damage cover**

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#### **✓ What is covered**

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We cover accidental loss or damage to your vehicle caused by an incident in the period of insurance.

Examples of incidents covered include hail, storm (including cyclone), flood, fire, theft or attempted theft, malicious damage or vandalism, collision and impact.

#### **Limit**

The most we will pay for all claims from any one incident for accidental loss or damage to your vehicle covered under your policy is the agreed value for your vehicle as shown on your certificate, unless we say otherwise in your policy (e.g. if you're eligible for 'New vehicle after a total loss for vehicles less than **2** years old' on page 22 we will settle your claim in accordance with that additional cover).

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#### **✗ What is not covered**

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See 'Things we don't cover' on pages 39 to 43, 'What is not covered' in additional covers on pages 20 to 34 and 'What is not covered' in optional covers on pages 35 to 38.

**Refer to the Motor Insurance Additional Information Guide for claims examples.**

## THIRD PARTY LEGAL LIABILITY COVER

If you have Third party legal liability cover only, it will be shown on your certificate. If you have Comprehensive cover, Third party legal liability cover is included.

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### ✓ What is covered

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We will cover you or anyone you authorise to use your vehicle for legal liability for:

- death or bodily injury to other people; or
- loss or damage to someone else's property;

resulting from an incident occurring in the period of insurance caused by the use of your vehicle.

Legal liability extends to cover liability in respect of:

- goods falling accidentally from your vehicle;
- the process of loading or unloading your vehicle;
- your motor vehicle or motorcycle whilst it is towing a trailer, caravan or mechanically disabled motor vehicle.

If we cover your legal liability under this section, we will cover your legal liability for the cost of cleaning up by emergency services after the incident involving your vehicle.

We will also cover associated legal costs for a claim that is covered. We need to first agree to pay the legal costs before they are covered.

### Limit

The most we pay for all claims from any one incident for legal liability covered under your policy is **\$20 million**, including all associated legal costs.

**Note:** If we accept a claim under Third party legal liability cover, you cannot also claim under additional cover 'Third party property damage for caravans and trailers' for the same incident.

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### ✗ What is not covered

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- liability for death or bodily injury to you or any person who normally lives with you;
- liability for death or bodily injury to the extent that you are entitled to be covered under any statutory compulsory insurance or motor accident compensation scheme, or would have been if you had complied with the laws relating to vehicle registration and compulsory third party/motor accident injuries insurance;
- see 'Things we don't cover' on pages 39 to 43, 'What is not covered' in additional covers on pages 20 to 34 and 'What is not covered' in optional covers on pages 35 to 38.

**Refer to the Motor Insurance Additional Information Guide for claims examples.**

## ADDITIONAL COVERS

When a claim for loss or damage to your vehicle is covered, you may be entitled to the additional cover in this section. The limits shown are paid in addition to the agreed value. Some covers can also be claimed on independently to a claim for loss or damage to your vehicle. All of the conditions of your policy and the 'Things we don't cover' on pages 39 to 43 apply to the additional covers.

In some circumstances, we may provide an additional cover to you before your claim for loss or damage to your vehicle is confirmed as covered under your policy. This does not mean that your claim has or will be covered or that your claim will be paid.

### TOWING AND STORAGE COSTS

**Comes with: Comprehensive**

**Applies to: All vehicles**

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#### ✓ What is covered

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When your vehicle is damaged in an incident covered by your policy and it is not roadworthy or safe to drive or needs to be held in storage, we cover the reasonable cost of:

- one tow to get your vehicle from the scene of the incident to:
  - the nearest repairer; or
  - another location nominated or agreed by us;
- storing your vehicle.

#### Limit

One tow from the scene of the incident for any one claim.

**Note:** If you authorise the tow on our behalf, you need to provide us with all invoices and receipts.

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#### ✗ What is not covered

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- storage costs for any period before your claim is lodged (unless you were not in a position to lodge the claim around the time of the incident) or after your claim is settled or declined;
- costs related to your vehicle breaking down. If the optional cover 'Shannons Roadside Assist' is shown on your certificate, you may be entitled to our roadside assist service. See page 35 for more information.

## DEFENSIVE DRIVING COURSES

**Comes with: Comprehensive & Third party legal liability**

**Applies to: Motor Vehicles & Motorcycles**

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### ✓ What is covered

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- If you have Comprehensive cover, we will cover damage to your motor vehicle or motorcycle as a result of an incident during the period of insurance that happens when you are participating in a defensive driving course.
  - If you have Comprehensive or Third party legal liability cover, you will be covered for Third party legal liability under this policy as a result of an incident during the period of insurance that happens when you are using your motor vehicle or motorcycle in a defensive driving course.
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### ✗ What is not covered

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- You are not covered if your motor vehicle or motorcycle is being driven/ridden:
  - in a driver or rider education course that involves speeds in excess of **110** km/h or the timing of vehicles; or
  - participating in any motor sport (see page 59) or Motoring events (see page 16);
- This additional cover does not apply to vehicles with Laid up cover.

## **NEW VEHICLE AFTER A TOTAL LOSS FOR VEHICLES LESS THAN 2 YEARS OLD**

**Comes with: Comprehensive**

**Applies to: Motor Vehicles & Motorcycles**

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### **✓ What is covered**

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If your motor vehicle or motorcycle has been stolen or damaged in an incident covered by your policy and your claim is accepted as a total loss, we will replace your motor vehicle or motorcycle, if:

- you are the first registered owner of your motor vehicle or motorcycle, or you purchased your motor vehicle or motorcycle as an 'ex demonstration' model from a licensed motor dealer who was the first registered owner of the motor vehicle or motorcycle; and
- the loss or damage to your motor vehicle or motorcycle occurred less than **2** years from the date of original registration of your motor vehicle or motorcycle; and
- anyone who financed your motor vehicle or motorcycle provides us with written consent to us replacing your motor vehicle or motorcycle.

We will:

- replace your motor vehicle or motorcycle with a new motor vehicle or motorcycle of the same make, model and series to your motor vehicle or motorcycle provided a new motor vehicle or motorcycle is available within **90** days of us deciding your motor vehicle or motorcycle is a total loss; or
- if one is not available at all or within that time, provide you with a new motor vehicle or motorcycle that is available within the time stated above and which is a similar make or model to your motor vehicle or motorcycle (including similar accessories, modifications, tools and spare parts); and
- pay for the initial registration, compulsory third party/motor accident injuries insurance, delivery charges and stamp duty costs for the new motor vehicle or motorcycle.

Your policy will continue until its expiry date.

If:

- you choose not to accept a replacement motor vehicle or motorcycle; or
- an agreement cannot be reached between us on a replacement motor vehicle or motorcycle; or
- a replacement motor vehicle or motorcycle cannot be supplied within the conditions listed above;

we will pay you the agreed value shown on your certificate, less applicable deductions (see page 53).

All cover under your policy stops and your policy comes to an end. There is no refund of the premium.

Note: For more information on how we settle total loss claims please see page 53.

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### **X What is not covered**

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The cost of replacing or purchasing an extended warranty.

### **HIRE CAR FOLLOWING THEFT UP TO 21 DAYS**

**Comes with: Comprehensive (Regular use only)**

**Applies to: Motor Vehicles & Motorcycles**

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### **✓ What is covered**

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After theft of your motor vehicle or motorcycle that is covered by your policy, we will arrange and pay the reasonable cost of a hire car that meets your transport needs, using our provider (but only if our provider has a car available, and is within a reasonable distance of your location).

If there is no hire car that meets your transport needs available from one of our providers within a reasonable distance of your location, then we will pay the reasonable cost you incur:

- in hiring a hire car that meets your transport needs; or
- in arranging alternative transport.

#### **Limit**

Up to **21** days. The cover stops before the **21** day limit when:

- your motor vehicle or motorcycle is returned undamaged;
- we repair your motor vehicle or motorcycle and return it to you;
- we settle your claim.

**Note:** You must not arrange your own hire car unless you obtain our prior consent. If you do, then we may not pay for the full hire car costs if they are not reasonable or are not covered by this cover.

**Note:** The benefits under this cover are subject to 'Hire car conditions' on page 25.

---

### **X What is not covered**

---

We do not provide 'Insurance for your hire car' under this policy if the hire car is not arranged by us.

## HIRE CAR AFTER A NOT AT FAULT INCIDENT

**Comes with: Comprehensive (Regular use only) & Third party legal liability**

**Applies to: Motor Vehicles & Motorcycles**

---

### ✓ What is covered

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If your motor vehicle or motorcycle is damaged in an incident covered by your policy, where:

- it cannot be safely driven/ridden or is in for repairs; and
- you or the driver/rider of your motor vehicle or motorcycle were not at fault for (this is, did not cause or contribute to) the incident (you may be able to show this by a police report, statement from a witness, photographs taken at the scene); and
- you can give us the name and address of the person at fault and the registration number of the at fault vehicle involved,

we will arrange and pay the reasonable cost of a hire car that meets your transport needs, using our provider (but only if our provider has a car available, and is within a reasonable distance of your location).

If there is no hire car that meets your transport needs available from one of our providers within a reasonable distance of your location, then we will pay you the reasonable cost you incur:

- in hiring a hire car that meets your transport needs; or
- in arranging alternative transport.

### Limit

The cover stops when:

- we repair your motor vehicle or motorcycle and return it to you; or
- we settle your claim.

**Note:** You must not arrange your own hire car unless you obtain our prior consent. If you do, then we may not pay for the full hire car costs if they are not reasonable or are not covered by this cover.

The benefits under this cover are subject to the 'Hire car conditions' on page 25.

---

### ✗ What is not covered

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- any hire car costs following damage to your motor vehicle or motorcycle if you cannot provide the name and address of the person at fault and the registration number of the at fault vehicle involved;
- we do not provide 'Insurance for your hire car' under this policy if the hire car is not arranged by us.

## **THIS SECTION APPLIES TO YOUR HIRE CAR**

### **Insurance for your hire car**

After arranging a hire car for you with our provider, we will cover accidental loss or damage and third party liability to the hire car under this policy during the covered hire period as if the definition of 'vehicle' in the policy had been extended to include the hire car. However, cover for loss or damage to the hire car is limited to the market value of the hire car.

### **Hire car conditions**

Where you are making a claim under any hire car benefit in your policy you:

- may be required to enter into a hire agreement with the hire car provider;
- are required to collect the hire car from and return it to the place nominated by us or the hire car provider;
- may not be able to use the hire car for ridesharing activities;
- are responsible for all running costs and extras of the hire car, including paying the deposit, security bond, fuel and any upgrade costs;
- agree and authorise us to lodge a claim on your policy in the event that the hire car is lost or damaged whilst on hire to you and we insure you pursuant to the cover provided under 'Insurance for your hire car';
- are responsible for arranging and paying all hire car costs for any period you continue to use the hire car beyond the covered hire period; and
- are required to refund to us any costs (including any insurance costs) we incur for the hire car, if you withdraw your claim or we refuse to accept it.

## AFTER CLAIM EXPENSES

**Comes with: Comprehensive**

**Applies to: All Vehicles**

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### ✓ What is covered

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When your vehicle is stolen or damaged in an incident covered by your policy, we also cover:

- reasonable costs for emergency repairs to make your vehicle roadworthy or safe in order to get your vehicle to your destination (e.g. to a repairer or to your home);
- reasonable costs for emergency accommodation costs if your vehicle is stolen, not roadworthy or safe to drive and you or the driver of your vehicle are more than **100km** from your home;
- accidental loss or damage to personal tools and personal property (e.g. clothing, electronic and telecommunication devices) in the vehicle at the time of the incident.

### Limit

Up to a total of **\$1,000** for any one incident.

**Note:** You need to provide us with all invoices and receipts.

**Note:** This cover does not apply to vehicles with Laid up cover.

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### X What is not covered

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- cash, smartcards, phone cards, documents able to be cashed or traded, vouchers, tickets or money orders;
- riding apparel;
- items used for business, trade or profession;
- any personal property that is not owned by you or your family;
- costs related to your vehicle breaking down (e.g. mechanical or electrical failure). If the optional cover 'Shannons Roadside Assist' is shown on your certificate, you may be entitled to our roadside assistance service. See page 35 for more information;

## RIDING APPAREL COVER

**Comes with: Comprehensive**

**Applies to: Motorcycles**

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### ✓ What is covered

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We cover your riding apparel, or that of the rider or pillion, if it is:

- stolen by forcible entry from a secured storage compartment on your motorcycle;
- damaged when your motorcycle is damaged; or
- stolen when your motorcycle is stolen,

in an incident covered by your policy during the period of insurance.

### Limit

We will not pay:

- more than **\$3,000** in total for the rider's riding apparel;
- more than **\$1,500** in total for the pillion passenger's riding apparel;
- more than **\$1,000** in total for any individual item.

**Note:** This cover does not apply to vehicles with Laid up cover.

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### ✗ What is not covered

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- general clothing and any non-protective clothing;
- wear and tear, or damage associated with normal use;
- riding apparel when it is away from your motorcycle.

## BABY CAPSULES AND CHILD SEATS

**Comes with: Comprehensive**

**Applies to: Motor vehicles**

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### ✓ What is covered

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If your motor vehicle is stolen or damaged in an incident covered by your policy, we will cover the reasonable cost of replacing the baby capsules and/or child seats stolen or damaged in the incident.

### Limit

Up to **\$750** per item for any one incident.

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### ✗ What is not covered

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Left blank intentionally

## TRANSPORT COVER

**Comes with: Comprehensive & Third party legal liability**

**Applies to: Motor vehicles & Motorcycles**

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### ✓ What is covered

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When your motor vehicle or motorcycle is damaged in an incident covered by your policy, we will cover your transport costs:

- from the scene of the incident to your destination if your motor vehicle or motorcycle is not driveable;
- to and from the repairer of your motor vehicle or motorcycle;
- to and from a hire car provider.

If you arrange your own transport which is covered under this cover you will need to:

- pay for the transport; and
- give us the tax invoice for reimbursement with your claim.

### Limit

Up to a total of **\$250** for any one incident.

**Note:** If you have Third party legal liability cover only this additional cover only applies if the damage to your motor vehicle or motorcycle is covered under additional cover 'Damage by uninsured drivers' and we have agreed to repair the damage.

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### ✗ What is not covered

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Left blank intentionally

## LEARNER DRIVERS/RIDERS

**Comes with: Comprehensive & Third party legal liability**

**Applies to: Motor vehicles & Motorcycles**

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### ✓ What is covered

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#### **For Motor vehicles**

Persons driving your motor vehicle on a learner permit whilst under instruction from an experienced, fully licensed driver are automatically covered to drive your motor vehicle subject to the terms of this policy.

For motor vehicles with a restricted driver/rider condition, learner drivers will be covered only if the experienced, fully licensed driver giving instruction is a driver listed on your certificate. See page 7.

Any young driver excess will be based on the age of the experienced, fully licensed driver.

#### **For Motorcycles**

Persons riding your motorcycle on a learners permit are automatically covered to ride your motorcycle subject to the terms of this policy, unless your motorcycle has a restricted driver/rider condition and the learner rider is not a listed rider on your certificate.

See page 7.

Any young driver excess will be based on the age of the learner rider.

**Note:** This additional cover does not apply to vehicles with Laid up cover.

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### ✗ What is not covered

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Left blank intentionally

## EMERGENCY EXPENSES FOLLOWING BREAKDOWN AT A MOTOR ENTHUSIAST CLUB RALLY

**Comes with: Comprehensive**

**Applies to: Motor Vehicles & Motorcycles**

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### ✓ What is covered

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If your motor vehicle or motorcycle cannot be driven as a result of a breakdown whilst travelling to, from or whilst participating in an organised motor enthusiast club rally, and you are more than **100** kilometres from your address, we will cover essential accommodation and travelling expenses for you and passengers travelling with you.

If you make a claim under this additional cover no excess applies.

#### **Limit**

Up to a total of **\$500** for any one incident.

#### **Note:**

- If you have purchased the optional cover 'Shannons Roadside Assist', you may be entitled to our roadside assistance service. See page 35 for more information.
  - This additional cover does not apply to vehicles with Laid up cover.
- 

### X What is not covered

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Left blank intentionally

## SUBSTITUTE VEHICLE

**Comes with: Comprehensive**

**Applies to: Motor Vehicles & Motorcycles**

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### ✓ What is covered

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If your motor vehicle or motorcycle cannot be driven (for example, it is being serviced or repaired), we will cover you for legal liability to pay compensation for loss or damage to another person's vehicle or property (not yours) where the loss or damage is caused by your use of the substitute vehicle in the period of insurance.

#### **Limit**

This cover ends **14** days from the day your motor vehicle or motorcycle was not driveable, or until it is driveable, whichever is earlier.

The most we will pay for all claims arising from any one incident for legal liability covered under Substitute Vehicle is **\$20 million** including associated legal costs.

#### **Note:**

This additional cover does not apply to vehicles with Laid up cover.

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### ✗ What is not covered

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- use of any hire car;
- any claim if you do not have legal use of the substitute vehicle;
- any claim if the substitute vehicle belongs to you;
- loss or damage to the substitute vehicle.

## ONE EXCESS FREE WINDSCREEN OR WINDOW GLASS CLAIM

**Comes with: Comprehensive**

**Applies to: All Vehicles**

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### ✓ What is covered

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When the only damage to your vehicle following an incident in the period of insurance that is covered by your policy is to the windscreen or window glass (including a sunroof), we cover the reasonable cost to repair or replace your damaged windscreen or window glass (including sunroof) without you having to pay an excess.

### Limit

**One** excess free claim only in the period of insurance.

**Note:** Where the damage is a chipped windscreen that has not cracked, and can be safely repaired, we will cover the cost of one repair without you having to pay an excess or losing your one excess free claim under this cover for the remainder of the period of insurance.

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### ✗ What is not covered

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- replacement of rubber or sealant due to wear and tear or deterioration.

## TRAILER COVER

**Comes with: Comprehensive**

**Applies to: Motor Vehicles & Motorcycles**

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### ✓ What is covered

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We cover accidental loss or damage to your trailer caused by an incident in the period of insurance when your trailer:

- is attached to your motor vehicle or motorcycle; or
- runs out of control after separating from your motor vehicle or motorcycle while your motor vehicle or motorcycle is moving.

### Limit

Up to a total of **\$1,500** for any one incident.

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### ✗ What is not covered

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- your trailer if it is insured as a vehicle under this policy;
- vehicles with Laid up cover.

## DAMAGE BY UNINSURED DRIVERS

**Comes with: Third party legal liability**

**Applies to: Motor Vehicles & Motorcycles**

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### ✓ What is covered

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When your motor vehicle or motorcycle is damaged in the period of insurance by a collision with another vehicle driven by an uninsured driver, we cover damage to your motor vehicle or motorcycle but only if:

- the driver/rider, of your motor vehicle or motorcycle didn't contribute to the accident (this means that the other driver was entirely at fault). You may be able to show this by photographs taken at the scene, police report or witness statements; and
- you give us the name and address of the uninsured driver and the registration number of the other vehicle,

and we have otherwise agreed to pay your claim.

### Limit

The most we will pay for any one incident is the reasonable cost of repairs, but not more than **\$5,000** in total.

**Note:** No excess applies under this additional cover.

**Note:** If due to the circumstances of your accident, you are unable to obtain the name and address of the person at fault and/or the registration number of the at fault vehicle, please contact us on **13 46 46**.

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### X What is not covered

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Left blank intentionally

## THIRD PARTY PROPERTY DAMAGE FOR CARAVANS AND TRAILERS

**Comes with: Comprehensive & Third party legal liability**

**Applies to: Motor Vehicles & Motorcycles**

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### ✓ What is covered

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When your motor vehicle or motorcycle is towing a caravan or trailer in the period of insurance and loss or damage is caused to another person's vehicle or property as a result of:

- the actions of the caravan or trailer;
- the caravan or trailer running out of control after separating from your motor vehicle or motorcycle while your motor vehicle or motorcycle is moving;
- another vehicle colliding with or trying to avoid colliding with:
  - property falling from the caravan or trailer while it is being towed by your motor vehicle or motorcycle;
  - property being loaded or unloaded from the caravan or trailer attached to your motor vehicle or motorcycle,

then we cover the amount you or the driver of your motor vehicle or motorcycle are legally liable to pay another person to compensate them for loss or damage to their vehicle or property.

We will also cover you for associated legal costs to defend the claim. We need to first agree to pay the legal costs before they are covered.

### **Limit**

The most we will pay for all claims arising from any one incident for legal liability covered under this Third Party Property Damage for Caravans and Trailers is **\$20 million** including associated legal costs.

If you claim under this additional cover, you cannot claim under 'Third party legal liability cover' for the same incident.

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### X What is not covered

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- damage to the caravan or trailer being towed.
- damage to the actual property that falls or is being loaded or unloaded from the caravan or trailer.

## OPTIONAL COVERS

Some cover you can purchase as an extra on your policy. If an optional cover applies to your policy it will be shown on your certificate. Under the optional covers there are some things we do not cover and this is shown in the 'What is not covered' section of the following covers on pages 35 to 38 and in the 'Things we don't cover' on pages 39 to 43, and in the case of Shannons Roadside Assist in the Shannons Roadside Assist Terms and Conditions provided to you if you purchase that option or available at [shannons.com.au](http://shannons.com.au). All of the conditions of this policy apply to these optional covers unless stated otherwise.

### SHANNONS ROADSIDE ASSIST

**Available with: Comprehensive and Third party legal liability**

**Applies to: Motor Vehicles & Motorcycles**

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#### ✓ What is covered

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If you have selected this optional cover, there are two levels of cover you can choose from:

- Roadside Assist Enthusiast covers **1** or more nominated motor vehicles or motorcycles insured under this policy; or
- Roadside Assist Ultimate covers up to **8** nominated motor vehicles or motorcycles insured under this policy.

Shannons Roadside Assist is a dedicated emergency roadside assistance service for your motor vehicle or motorcycle. It is provided by a leading emergency assistance provider and is additionally subject to the Shannons Roadside Assist Terms and Conditions. This service offers **24** hour roadside assistance Australia-wide.

Shannons Roadside Assist helps you with:

- changing a flat tyre;
- towing your motor vehicle or motorcycle to your choice of repairer;
- jump starting or charging a flat battery;
- emergency fuel delivery;
- lost or locked-in keys, by spare key delivery or locksmith attendance.

#### Limit

Conditions and limits apply, including fuel value, towing distance and key assistance limits. Replacement battery cost is additional.

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#### ✗ What is not covered

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There are some things that are not covered. Please read the Shannons Roadside Assist Terms and Conditions for the terms and conditions, including the limitations and exclusions, that apply to this optional cover. The terms and conditions are available at [shannons.com.au](http://shannons.com.au) and are also provided with the purchase of this optional cover. You can use Shannons Roadside Assist without making a claim on this policy.

## **SALVAGE RIGHTS**

**Available with: Comprehensive**

**Applies to: All Vehicles**

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### **✓ What is covered**

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If your vehicle is over **35** years old, or this option is shown on your certificate, and we declare your vehicle a total loss, you will keep the unrepaired vehicle.

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### **✗ What is not covered**

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Salvage rights will not apply if your vehicle is stolen and we settle your claim as a total loss.

## HIRE CAR AFTER AN EVENT FOR UNLIMITED DAYS

Available with: **Comprehensive (Regular use only)**

Applies to: **Motor Vehicles & Motorcycles**

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### ✓ What is covered

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#### For Motor vehicles

After an incident covered by your policy, if your motor vehicle is damaged and cannot be safely driven, is being repaired or has been stolen, we will arrange and pay the reasonable cost of a hire car that is a similar make or model to your motor vehicle (or if a similar make or model is not available an alternative equivalent car) using our provider (but only if our provider has a car available and is within a reasonable distance of your location).

If there are no hire cars available from one of our providers within a reasonable distance of your location, then we will pay you the cost you incur:

- in hiring a hire car that is a similar make and model to your motor vehicle; or
- in making alternative travel arrangements.

#### For Motorcycles

After an incident covered by your policy, if your motorcycle is damaged and cannot be safely ridden, is being repaired or has been stolen, we will arrange and pay the reasonable cost of a hire car that meets your transport needs using our provider (but only if our provider has a car available, and is within a reasonable distance of your location).

If there is no hire car that meets your transport needs available from one of our providers within a reasonable distance of your location, then we will pay the reasonable cost you incur:

- in hiring a hire car that meets your transport needs; or
- in making alternative travel arrangements.

#### Limit

The most we will pay is **\$90** per day. The cover stops the day:

- your motor vehicle or motorcycle is returned undamaged;
- we repair your motor vehicle or motorcycle and return it to you;
- we settle your claim.

**Note:** the benefits under this option are subject to the 'This section applies to your hire car' on page 25.

---

### X What is not covered

---

We do not provide 'Insurance for your hire car' under this policy if the hire car is not arranged by us.

## RACING COVER

**Available with: Comprehensive**

**Applies to: Motor Vehicles & Motorcycles**

This optional cover is:

- not available for new policies;
- still applicable for existing policies that have this optional cover shown on the certificate of insurance, 'Racing cover';
- automatically included in policies for motor vehicles or motorcycles manufactured prior to 1961.

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### ✓ What is covered

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If the year of manufacture of your motor vehicle or motorcycle is prior to 1961, or this option is shown on your certificate, we will pay for loss or damage to your motor vehicle or motorcycle if at the time of loss or damage you are driving or using your motor vehicle or motorcycle whilst participating in, preparing for or practicing for any motor sport event, but only if the event is either:

- an event sanctioned by a motor sport governing body, and your participation in that event requires a licence issued by a motor sport governing body and you are the holder of such a licence, or
- an event which has been approved by us in writing or by way of endorsement to your policy.

### Limit

The most we will pay is:

- the cost to repair or replace your motor vehicle or motorcycle; or
  - the agreed value of your motor vehicle or motorcycle,
- up to a maximum of **\$30,000** in total for any one incident.

---

### X What is not covered

---

This policy does not provide any cover in respect of legal liability arising from or connected with the use of your motor vehicle or motorcycle when participating in, preparing for or practicing for any motor sport event, whether or not that event is sanctioned by a motor sport governing body or requires a licence issued by a motor sport governing body to participate in.

## THINGS WE DON'T COVER

**You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:**

### **Agreements you enter into**

any agreement or contract you, or someone you authorised to drive or be in charge of your vehicle, enter into accepting liability, but we will provide cover if the legal liability would have existed without that agreement.

### **Alcohol, drugs, medication**

an incident occurring when your vehicle is being driven by, or is in the charge of, anyone who:

- was under the influence of, or had their judgement affected by, any alcohol, drug or medication;
- had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis;
- refused to take a test for alcohol, drugs or medication.

But we will pay a claim:

- for you (but not the driver or person in charge of your vehicle) if your vehicle was stolen;
- if it can be demonstrated that the above alcohol/drugs/medication intake was not a contributing factor in the incident.

### **Asbestos**

asbestos, asbestos fibres or derivatives of asbestos of any kind.

### **Biological, chemical, other pollutant or contaminant**

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

### **Collectable caravan**

the use of your collectable caravan as a place of residence or business.

### **Condition of vehicle**

- any structural, mechanical, electrical or electronic failure or breakdown (except in the case of the specific roadside assist benefits provided under our optional Shannons Roadside Assist cover);
- any mould, mildew, wear, tear, rust, corrosion or depreciation;
- your vehicle if it was damaged, unsafe or un-roadworthy at the time of the incident unless you tell us about the condition of your vehicle and we agree to insure it.

## THINGS WE DON'T COVER

**You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:**

### **Confiscation or repossession**

legal confiscation or repossession of your vehicle or its contents.

### **Dangerous goods**

your vehicle being used to illegally store or transport:

- substances that pollute or contaminate;
- dangerous or hazardous goods.

### **Defensive driving courses**

your vehicle being used in a defensive driving course, except to the extent covered under 'Defensive driving courses' on page 21.

### **Driving/Riding a damaged motor vehicle/motorcycle**

driving/riding your motor vehicle/motorcycle after it has been damaged in an incident, unless you were not aware this could lead to further damage to your motor vehicle/motorcycle, or you are acting to prevent further loss or damage such as driving it from a busy motorway.

### **Exceeding loading or passenger limits**

your vehicle when it is:

- carrying more passengers than the vehicle was designed for, or than the driver is permitted to carry by law;
- carrying any load which is not secured according to law, over the legal limit or more than what your vehicle was designed to carry.

### **Extra costs or other losses following an incident covered by your policy**

extra costs or losses (financial and non-financial loss) following an incident covered by your policy, including but not limited to:

- loss of income or wages;
- medical expenses;
- professional, expert, legal consulting, report or valuation costs unless you obtained our prior authority to incur these costs;
- your vehicle's value (including its trade-in or resale value) is less after being repaired;
- costs, including the cost of your time, to prove your loss or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- travel costs, but we will cover travel costs covered under 'Transport cover' (see page 28);
- cleaning costs, but we will cover cleaning costs covered under 'Third party legal liability cover' (see page 19);
- any other loss, damage or costs not covered by your policy.

## THINGS WE DON'T COVER

**You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:**

### **Fines, penalties and damages**

- any penalties or fines;
- any punitive, aggravated or exemplary damages;

### **Hire, fare, reward or courtesy car**

your vehicle being used for hire, fare or monetary reward, including ridesharing, or as a courtesy car but we will provide cover if:

- your vehicle is being used in a carpool or childcare arrangement; or
- your type of vehicle usage is wedding hire use and this usage is shown on your certificate.

### **Intentional or deliberate acts**

an intentional or deliberate act by:

- you or a member of your family;
- a person who shares ownership of your vehicle;
- a person acting with your encouragement, assistance or express or implied consent;
- a person authorised by you to operate your vehicle;

### **Loss or damage outside Australia**

loss or damage that occurs outside Australia.

### **Motor sports or similar activities on racetracks or closed roads**

your vehicle being driven or used in any form of motor sport or similar activities (see page 59) or while being used in preparation, practice for any motor sport or similar activities unless your vehicle was manufactured prior to 1961 or the 'Racing cover' option is shown on your certificate and then only in respect of damage to your vehicle and subject to the terms and limitations set out under the 'Racing cover' option on page 38.

### **Personal property**

any personal property that is not owned by you or your family, but we will cover the rider's and the pillion's riding apparel to the extent it is covered under 'Riding apparel cover' (see page 27 for details).

### **Radioactivity/nuclear materials**

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials; or
- any looting or rioting following these incidents.

## THINGS WE DON'T COVER

**You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:**

### **Reckless acts**

any reckless act by you, or by the driver of your vehicle or by a person acting with your encouragement, assistance or express or implied consent to the reckless act (such as street racing, burnouts, donuts, driving into water, illegally using a mobile telephone, driving at excessive speed).

### **Replacement of non-damaged parts**

the replacement of non-damaged parts which includes items that are part of a whole set when the loss or damage occurred to only part of that set (such as alloy wheels and tyres).

### **Revolution, war**

- revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not) or military coup; or
- any looting or rioting following these incidents.

### **Sale of your vehicle**

- loss (including theft) of your vehicle (or the proceeds of sale) by a person authorised to offer your vehicle for sale;
- loss (including theft) of your vehicle (or the proceeds of sale) following a private sale transaction;
- loss of your vehicle (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your vehicle for sale.

### **Sanctions**

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

### **Test drives**

loss or damage to your motor vehicle while it is being demonstrated for private sale but we will pay a claim if your motor vehicle is being demonstrated for private sale and you or a listed driver are a passenger in your motor vehicle.

### **Tyres**

damage to your vehicle's tyres caused by braking, punctures, road cuts or bursting.

### **Unattended vehicle**

theft of your vehicle if the vehicle is left unattended, unlocked and with the keys left in the vehicle.

## THINGS WE DON'T COVER

**You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:**

### **Unlawful purposes**

your vehicle being used for unlawful purposes (such as a criminal act) by you or for which you gave encouragement, assistance or consent (either expressly or implied).

### **Unlicensed driving/riding**

your vehicle being driven/ridden by, or is in the charge of someone who is not licensed, not correctly licensed or not complying with the conditions of their licence but we will pay a claim for you (but not the driver/rider or person in charge of your vehicle) if you:

- were not the driver/rider or person in charge of your vehicle at the time of the incident;
- did not give encouragement, assistance or express or implied consent to the unlicensed driving/riding or the incident; and
- can establish that you did not know and could not have reasonably known of any of the above circumstances.

### **Unregistered vehicles**

your vehicle being driven/ridden or any caravan or trailer attached to your vehicle being used at the time of an incident if it was unregistered, unless the loss, damage, cost or legal liability was not caused by or did not result from the vehicle being unregistered.

### **Vehicle usage**

your vehicle being used other than in accordance with the vehicle use shown on your certificate.

## MAKING A CLAIM

We understand that experiencing loss or damage or having a claim made against you can be stressful.

### Here's what to do:

<b>Step 1</b>	Make sure everyone is safe. For emergencies call 000.
<b>Step 2</b>	Try to prevent further loss, damage or liability (e.g. move your vehicle off the road and put on your hazard lights).
<b>Step 3</b>	Report the incident to the police. If someone is injured or has stolen, attempted to steal or maliciously damaged your vehicle, call the police as soon as possible and record the time, date, report number and the name of the recording officer.
<b>Step 4</b>	Where possible collect details of all drivers, passengers and witnesses including their full names, addresses and contact numbers. If another vehicle is involved, record its registration number and the driver's name and address. Do not admit fault to anyone.
<b>Step 5</b>	Contact us as soon as possible online, using our App or by calling 13 46 46. If towing is required, we will help arrange the towing of your vehicle (for Comprehensive cover only). When you contact us, describe details of the incident to assist with lodging your claim. If the damage was caused by another person, provide us their name and address and their registration details. See 'When your excess will be waived' on page 48.

### WHAT YOU MUST DO

- talk to or meet with any experts we choose, such as a claims assessor, investigator or repairer;
- assist us in handling your claim. This can include agreeing to be interviewed and/or providing relevant documents we ask for (e.g. proof of ownership);
- either drive (if it is safe to do so) or let us move your vehicle to one of our repair facilities, or another location nominated or agreed to by us, so we can assess the damage and progress your claim;
- for rectification work, take your vehicle back to the original repairer to rectify the repairs;
- if your vehicle is a total loss, allow us to recover, salvage or take possession of your vehicle.

**Note:** In this 'Making a claim' section 'you' means you and, if you were not driving/riding your vehicle, the driver/rider of your vehicle.

## **WHAT YOU MUST NOT DO**

- do not admit liability or responsibility to anyone to pay for any damage before contacting us;
- do not negotiate, pay or settle a claim with anyone else before contacting us;
- do not carry out or authorise any repairs, except for emergency repairs described in 'After claim expenses' on page 26;
- do not dispose of any damaged parts of your vehicle or your property, including riding apparel before contacting us, unless it is necessary for health and safety reasons;
- do not accept payment from someone who admits fault for loss or damage to your vehicle. Refer them to us instead.

## **IF YOU DO NOT COMPLY**

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse to pay your claim and/or recover costs and/or any monies we have paid and/or cancel your policy.

## **IF YOU HAVE CAUSED DAMAGE TO OTHER PEOPLE'S PROPERTY**

Tell us about any incident that has caused damage to other people's property. You must also tell us as soon as possible about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us. The quicker we receive these, the better placed we will be to protect your interests. If you do not tell us about any demands or forward any documentation from a third party it could result in further costs. You will need to pay any further costs incurred as a result of your delay in forwarding documents or failing to tell us about demands you have received.

## **IF WE DECLINE A CLAIM OR DO NOT PAY A CLAIM IN FULL**

When you contact us to make a claim we will assess your claim and we may need to undertake further investigation. If we decline your claim we will give you our reasons in writing.

## HOW TO ESTABLISH YOUR LOSS

### **Establish an incident took place**

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

### **Prove your loss or damage**

You must also give us accurate and full details of the loss or damage and give us proof of value and ownership, if we ask.

Proof includes things like registration papers, sales receipts, service records, valuations, credit card statements, warranties or vehicle log books. A statutory declaration is not of itself considered acceptable evidence of proof of ownership and value. If you are unable to substantiate your claim, we can reduce or refuse to pay your claim.

## EXCESSES

### What is an excess?

An excess is the amount you pay towards the cost of your claim for each incident covered by your policy. The total excess you are required to pay is determined by the circumstances of your claim. Sometimes you might have to pay more than one type of excess. The amount and types of excesses are shown on your certificate.

### Excess type

<b>Basic excess</b>	This excess applies to all claims unless your policy states no excess applies to your claim.
<b>Flexible excess</b>	If you have Comprehensive cover and your frequency of motor vehicle use is regular use, you can choose a flexible excess from the range we offer to reduce your premium. This excess is in addition to any other excess that applies.
<b>Theft excess</b>	This excess applies if the loss or damage is caused by theft or attempted theft. This excess is in addition to any other excess that applies.
<b>Young driver excess</b>	This excess applies if the person driving, using or in charge of your vehicle at the time of the incident is under the age of <b>25</b> . The young driver excess will differ depending on whether the driver is listed on your certificate. This excess is in addition to any other excess that applies. <b>NOTE:</b> Young driver excess will not apply if the vehicle is <b>35</b> years or older.
<b>Racing excess</b>	This excess applies to all claims made under the optional racing cover (when this option is shown on your certificate). This excess is in addition to any other excess that applies.

For example: If the rear and front of your vehicle have been damaged in two separate incidents, then you have to make **2** claims and pay the excesses that apply for each claim. If the rear and front of your vehicle is damaged in the same incident, you make **1** claim and pay the excesses in relation to **1** claim only.

**NOTE:** For learner drivers who are driving at the time of the loss or damage, any young driver excess will be based on the age of the experienced, fully licensed driver in the front passenger seat at that time. See Additional cover 'Learner drivers/riders' on page 29.

**Refer to the Motor Insurance Additional Information Guide for further information.**

## HOW TO PAY YOUR EXCESS

You can choose from the following options to pay your excess:

- you can pay the excess(es) directly to us before we finalise your claim;
- the excess(es) can be deducted from the amount we pay you for your claim (if any);
- in some instances, the excess(es) can be paid to the appointed repairer or supplier; or
- in some instances, the excess(es) can be deducted from the amount we pay to another person for loss or damage to their property.

We will not cover any legal or other costs that arise because of any delay in paying the excess.

## WHEN YOUR EXCESS WILL BE WAIVED

You pay the excess but if:

1. You or the driver/rider didn't cause or contribute to the accident (this means the other driver was entirely at fault). You may be able to show this by providing a police report, expert reports, statement from a witness or photographs; and
  2. You supply the at-fault driver's name and address; and
  3. You supply the at-fault vehicle's registration number,
- you don't pay an excess.

If **1**, **2** and **3** are there, you don't pay an excess. If ANY are missing, you will pay an excess.

**Note:** If you cannot supply the at-fault driver's, name, address and vehicle registration number it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.

## HOW WE SETTLE YOUR CLAIM

If your claim for loss, theft or damage to your vehicle is covered under your policy we will either:

- repair the damage or replace the damaged parts of your vehicle using one of our preferred repairers or you may choose your own repairer. If you choose your own repairer we will authorise repairs for the amount of the assessed quote from your repairer;
- pay you the amount of the assessed quote from our preferred repairer when our preferred repairer is able to complete the repair or replace the damaged parts of your vehicle but you request a cash settlement;
- pay you the amount of the assessed quote from your repairer if our preferred repairer is unable to carry out repairs or we do not authorise repairs based upon your repairer's quote; or
- settle your claim as a total loss, see page 53 for how we settle your claim as a total loss.

### **For additional covers or optional covers**

If we pay a claim or provide services under an additional cover or optional cover, we will settle your claim in accordance with that additional cover or optional cover.

### **For a windscreen claim**

If we pay a claim for damaged windscreen or window glass, we will either:

- choose to repair the damaged area; or
- choose to replace the damaged windscreen or window glass.

### **Third party legal liability claims**

You must provide us with assistance to help us when we take action in your name to defend a claim against you from the third party who alleges that you have caused damage to their property. This assistance may include:

- providing a more detailed version of events including completing a diagram of what occurred and a statement/affidavit;
- providing copies of any photographs or video of the accident available;
- lodging a police report (when we cannot lodge one);
- attending court (only if required).

**Refer to the Motor Insurance Additional Information Guide for further information.**

## YOUR REPAIRS (CHOICE OF REPAIRER)

You can choose:

- to allow us to arrange the repair of your vehicle; or
- your own repairer.

### **If you allow us to arrange the repairs**

We will arrange the repairs to your vehicle with one of our preferred repairers:

- if your vehicle is not safe to drive, we will arrange to move your vehicle to one of our preferred repairers or another location agreed by us;
- if your vehicle is safe to drive, we will arrange a time with you to bring your vehicle into one of our preferred repairers or another location agreed by us;
- we obtain quotes from our preferred repairers (where required) and select the most appropriate quote;
- we authorise the repairs based on the most appropriate quote and manage the repair process with the repairer.

### **If you choose your own repairer, which may include one of our own preferred repairers:**

- after you obtain a quote from your repairer, we will arrange a time with you to drive your vehicle (if it is safe to do so), or you must let us move it, to one of our preferred repairers or another facility agreed by us;
- the repairs will be authorised for the amount of the assessed quote from your repairer if your repairer's assessed quote meets industry standards and will result in your vehicle being repaired safely and in a cost effective manner.

### **If we don't authorise repairs**

If we pay you the amount of the assessed quote we don't authorise repairs.

You will not be entitled to the lifetime guarantee on repairs that we do not authorise.

### **Lifetime guarantee on authorised repairs**

The quality of the workmanship and the materials authorised by Shannons in the repair of your vehicle will be guaranteed for its life. The parts used in the repair of your vehicle will be of the same type as those explained on pages 51 to 52.

If you are concerned about the quality of the repair of your vehicle, you must call us on **13 46 46** and you must make your vehicle available to us. You must not authorise rectification work without our written authority. We will inspect the repair and arrange any necessary rectification work.

## OUR PARTS POLICY FOR AUTHORISED REPAIRS

### **When we authorise repairs to your vehicle we will:**

- ensure the repair work is properly carried out;
- use new parts or quality reusable parts;

### **We will:**

- when your vehicle is within the standard manufacturer's new vehicle warranty period (excluding any extended warranties), use new original equipment manufacturer (OEM) parts when we authorise repairs to your vehicle;
- when your vehicle is outside the standard manufacturer's new vehicle warranty period, use new and/or quality reusable parts when we authorise repairs to your vehicle.

Parts used will:

- not void the warranty provided by the vehicle manufacturer;
- comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
- be consistent with the age and condition of the vehicle;
- preserve or improve the safety and structural integrity of the vehicle;

However, the following conditions also apply:

### **Glass repairs**

Where available we will use aftermarket parts for windscreens and window glass (including sun roof) and repairs will meet Australian Design Rules.

### **Radiators and Air Conditioning**

Where available we will use aftermarket parts for radiators and air conditioning.

### **Unavailable parts**

Where a damaged part is no longer available, we will pay you the last known market price of that part.

We are not responsible for costs which occur because of delays in delivery of parts. If a part is unavailable in Australia we will pay the cost of surface freight (not airfreight) from the nearest reasonable source of supply. We will not pay for any additional hire car costs (beyond the cover provided by 'Hire car following theft up to **21** days', see page 23) due to the delay in the delivery of parts.

## Vehicle identification

Where your vehicle's identification, such as its compliance, build or VIN plate or label, has been damaged, we will try to source a replacement from its manufacturer. If we cannot source it for you, we will attempt to obtain a letter from the manufacturer to confirm your vehicle's identity and that its original identification has been damaged. We will still repair your vehicle without replacing any damaged identification, unless an alternative form of identification is required by law.

## Sub-contracting repairs

We may sub-contract, and any repairer we authorise to repair your vehicle may sub-contract, some of the repairs. We require our sub-contractors to abide by the same service standards we uphold.

## Non-damaged parts

We are not responsible for the costs to replace the parts of a whole set that were not damaged or stolen in an incident. For example, if only one wheel and tyre are damaged in an incident, we will only pay to replace the damaged wheel and tyre, not the whole set.

### When we repair your vehicle we will not:

- repair or pay to repair your vehicle to a better standard, specification or quality existing before the loss or damage;
- fix or pay to fix a fault or defect in your vehicle or fix or pay to fix faulty repairs other than to the extent we are responsible for repairs we authorised;
- repair or pay for repairing pre-existing damage. See 'Contribution to repairs' below.

## CONTRIBUTION TO REPAIRS

There may be instances where we are unable to carry out accepted repairs due to pre-existing damage to your vehicle. Examples of this include neglect, wear and tear, weathering, rust, mould, mildew or corrosion. In these instances, we will ask you to pay for the cost of repairing the pre-existing damage so that repairs covered by your policy can be carried out safely.

If you do not want to pay these amounts, we will pay you the amount of the assessed quote from our preferred repairer for the repairs directly related to the accepted claim.

## IF YOUR VEHICLE HAS BEEN STOLEN

If your vehicle is found within **14** days of it being stolen and is damaged, follow the process of 'Your repairs (Choice of repairer)' (see page 50). You may be entitled to a hire car for up to **21** days under the additional cover 'Hire car following theft up to **21** days' (see page 23) and for unlimited days if you have purchased the optional cover 'Hire car after an event for unlimited days' (see page 37).

If your vehicle is not found within **14** days after being stolen, and we accept your claim for theft of your vehicle, your vehicle becomes a total loss (see below).

## IF YOUR VEHICLE IS A TOTAL LOSS

Your vehicle becomes a total loss if:

- it is stolen and unrecovered after **14** days and we accept your claim for theft of your vehicle; or
- it is uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the agreed value.

We will also have regard to the law in relation to what is considered a write off that applies in your State or Territory when determining when a vehicle is to be written off.

For vehicles where the 'New vehicle after a total loss for vehicles less than **2** years old' additional cover applies, see page 22. For all other vehicles we will pay you the agreed value shown on your certificate less any deductions that apply or if applicable the limit under the 'Damage by uninsured drivers' additional cover (see page 33), less any deductions that apply.

### **Deductions from your total loss claim**

When we pay you for a total loss claim we will deduct the following where applicable, from the amount we pay you:

- excesses;
- unpaid premium including any unpaid instalments for the period of insurance;
- any unused registration and compulsory third party/motor accident injuries insurance (unless we decide to collect this from the relevant authority or insurer, in which case you must help us if we ask);
- any input tax credit entitlement, refer to page 56;
- our estimate of the salvage value (if applicable) where you choose to purchase the salvage;
- any excesses arising from a claim for damage to the hire car (see 'Hire car conditions' on page 25).

Where we provide you with a new vehicle you will have to pay us any of the above applicable deductions.

### **Vehicles under finance**

When we pay you for a total loss claim, if a credit provider has a financial interest in your vehicle then we will pay them what they are entitled to (up to the value of your claim) and pay you any balance. If the credit provider requests to retain the salvage we will settle them less the salvage value amount.

## SALVAGE

### **We own the vehicle salvage**

When we replace your vehicle or pay you for the total loss, your vehicle salvage becomes our property unless the optional cover 'Salvage rights' applies (see page 54).

If a credit provider is entitled to the salvage of your car, then we will deduct our estimate of the salvage value of your vehicle from any amount we pay.

### **We give you the option to purchase your unrepaid vehicle.**

If your vehicle is a total loss, you can choose to purchase your unrepaid vehicle. We will determine the salvage value of the unrepaid vehicle, and deduct this amount from your settlement amount, or you must pay the salvage value to us before we release the unrepaid vehicle to you. The option to purchase the unrepaid vehicle will not apply if your vehicle is stolen and we settle your claim as a total loss.

## AFTER WE PAY YOUR CLAIM

### **Does your claim affect your cover?**

If we replace your vehicle, repair your vehicle or pay you the cost of repairs, your policy continues for the period of insurance. However, if we pay you the cost of repairs and you do not undertake such repairs, it may lead us to reduce or refuse to pay a future claim and/or cancel your policy.

If your vehicle is a total loss and you are not entitled to a new replacement vehicle (see 'New vehicle after a total loss for vehicles less than **2** years old' additional cover on page 22), all cover under your policy stops and your policy is cancelled. There is no refund of the premium.

If your vehicle is damaged and we settle your claim by paying you the cost of repairs, we can reduce your agreed value to reflect the lower value of your vehicle in its damaged condition.

## Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

## OTHER IMPORTANT INFORMATION

### **How the Goods and Services Tax (GST) affects this insurance**

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

If your vehicle is a total loss we will reduce any payment we make by an amount equal to your input tax credit entitlement, if any.

In all other circumstances our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only.

You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

### **WHAT HAPPENS WITH CANCELLATIONS**

#### **CANCELLATION BY YOU**

You may cancel this policy at any time. For each vehicle cover cancelled, you will be refunded the unexpired portion of the premium attributable to that vehicle cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund due is less than **\$10** (GST inclusive). If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

#### **CANCELLATION BY US**

We can cancel your policy when the law allows us to do so. For each vehicle cover cancelled, you will be refunded the unexpired portion of the premium attributable to that vehicle cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund due is less than **\$10** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

## WORDS WITH SPECIAL MEANINGS

Some words in this policy have a special meaning. It's important to read this section because it can impact how your policy is interpreted.

If a word does not have a special meaning then it just has its ordinary meaning.

### **Accessories**

see page 14.

### **Address**

is where your vehicle is usually kept when not being driven as shown on your certificate.

### **Aftermarket part**

means a vehicle part that is not sourced from the vehicle's manufacturer.

### **Agreed value**

when used in relation to your vehicle, it is the maximum amount we will pay for loss or damage to your vehicle in any one incident, unless we say otherwise in your policy. It includes the value of any accessories and modifications that are fitted to your vehicle, registration and compulsory third party/motor accident injuries insurance. Deductions may apply, see page 53 for amounts that are deducted on a total loss settlement. The agreed value is shown on your certificate or otherwise in this policy and includes GST.

### **Assessed quote**

means an experienced motor vehicle assessor we appoint assesses the quote to make sure it meets industry standards including appropriateness of materials, repair method, labour costs, material costs, safety and overall cost effectiveness of the repairs. The quote may be adjusted or reduced on the recommendation of the assessor. This assessed quote to repair or replace the damaged parts of your vehicle may be less than what it would cost you to arrange the repairs with your own repairer, or equal to or less than the amount of repairs quoted by your repairer or that you have paid. We are able to secure supplier discounts from our preferred repairers.

### **Certificate**

means the latest certificate, including the insurance account, we have given you. It is an important document as it shows the covers you have chosen and other policy details such as the premium that applies.

### **Collectable caravan**

see page 14.

## **Defensive driving course**

means a paid professional driver education and training course:

- solely teaching defensive driving skills;
- that is conducted under full time, direct professional instruction and supervision;
- that is advertised as solely teaching defensive driving skills; and
- that is offered for sale to members of the public on a continuing basis.

**Note:** A defensive driving course does not include a track day or racing school.

## **Driver**

means a driver in the case of a motor vehicle and a rider in the case of a motorcycle.

## **Excess**

see page 47.

## **Family**

means any of the following people if they normally live with you:

- your spouse, partner or de facto;
- your parents (including legal guardians), parents-in-law, grandparents;
- your children, grandchildren, brothers and sisters, including their respective spouses, partner or de-facto;
- the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of spouse, partner or de-facto; and
- people who provide care or services to you.

## **Incident or event**

is a single event, accident or occurrence which you did not intend or expect to happen and that is not excluded by your policy. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

## **Laid up**

see page 16.

## **Limit**

the most you can claim for any one incident. It includes or excludes GST depending on your Input Tax Credit entitlement (refer to section 'How the Goods and Services Tax (GST) affects this insurance' for further detail).

## **Listed driver/rider**

the person or people shown on your certificate as listed drivers.

## **Loss or damage**

loss means physical loss and damage mean physical damage, unless stated otherwise in your policy.

## **Market value**

the amount that the market would pay for the vehicle (or hire car). The market value of the vehicle (or hire car) includes many factors such as age, make, model, kilometres travelled and general condition of the vehicle (or hire car). We may use recognised industry publications to assist us in calculating the amount. Market value excludes costs of registration, compulsory third party/motor accident injuries insurance, stamp duty and transfer fees, dealer warranty costs and dealer delivery.

## **Modifications**

see page 14.

## **Motor enthusiast club**

is an organisation (other than incorporated companies whose main business is the manufacture of vehicles) for motor vehicle, motorcycle and caravan enthusiasts who are passionate about particular motor vehicles, motorcycles and motoring activities.

## **Motor Insurance Additional Information Guide**

see page 5.

## **Motor sport or similar activities**

includes events or activities conducted on a closed road or racetrack or outside of public roads which permit any of the following:

- driving at speeds over **110** km/hour;
- racing, including informal side by side racing;
- burnouts, power skids, drifting or other intentional loss of traction;
- high speed cornering or overtaking;
- non-compliance with posted speed limits or other road rules and regulations; or
- racing for position, competing for the lowest elapsed time or lap time or the highest achieved speed or other form of competitive driving.

Motor sport or similar activities also means:

- any form of motor vehicle or motorcycle racing or sport, whether formally or informally arranged or impromptu, including, but not limited to: racing, circuit racing, parade laps or cruise events with no speed limitation or pace vehicle, rallying, karting, demonstration, pacemaking, hill climbing, drifting, drag racing, speedway racing, reliability or regularity trial, speed time test, motorkhana, khanacross, observed section trials, power cruises and off road events such as rock crawling or mud racing.
- Preparation or practice for any of these activities.

## **Motor sport governing body**

is a body that conducts, administers, promotes, manages or regulates organised recreational or professional motor sport in Australia. Motor sport governing bodies also issue licences to competitors.

**Motor vehicle**

see page 14.

**Motorcycle**

see page 14.

**Motoring events**

see page 16.

**Period of insurance**

means when your policy starts to when it ends. It is shown on your certificate.

**Policy**

means your insurance contract. It consists of this PDS and any SPDS we have given you and your latest certificate.

**Race track**

or testing ground means:

- a road or other surface which is used as a race track or testing ground, or
- a public road (whether made or unmade) that, for the purpose of a motor sport event, has temporarily been closed for use by the public generally.

**Recreational purposes**

means your vehicle is used for driving pleasure, vehicle shows and club events.

**Riding apparel**

means any items of riding apparel or protective clothing worn specifically for motorcycle riding. Includes helmets (including visor and/or radio communications), gloves, riding jackets, pants and boots, and any other motorcycle specific gear such as body armour and knee guards.

**Salvage value**

means the value we assign to your unrepaired vehicle, includes unexpired registration and compulsory third party/motor accident injuries insurance.

**Shannons**

means Shannons Pty Limited ABN 91 099 692 636.

**Tools of trade**

means your tools of trade including materials or equipment that you use in your current business, trade or profession.

**Total loss**

see page 53.

**Unattended**

means you are not capable of keeping your vehicle under observation or observe an attempt to interfere with it.

**Uninsured driver**

a driver is an uninsured driver if neither the driver nor the vehicle owner has motor insurance or they have insurance but it does not cover damage to your vehicle at the time of the incident.

**Vehicle**

see page 14.

**Vehicle usage**

see page 15.

**We, us, our and Shannons**

means Shannons on behalf of AAI Limited ABN 48 005 297 807 AFSL No. 230859.

**You, your**

the person or people shown as the insured on your certificate.

## HOW TO CONTACT US WITH A COMPLAINT

### Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

By phone: 13 46 46

By email: [enquiries@shannons.com.au](mailto:enquiries@shannons.com.au)

In writing: Write to your local Shannons branch (addresses on Shannons website)

Complaints can usually be resolved on the spot or within **5** business days.

### Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

By phone: 1300 240 664

By email: [idr@shannons.com.au](mailto:idr@shannons.com.au)

In writing: Shannons Internal Dispute Resolution,  
PO Box 14180, Melbourne City Mail Centre, VIC 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

### Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

By phone: 1800 931 678

By email: [info@afca.org.au](mailto:info@afca.org.au)

In writing: Australian Financial Complaints Authority,  
GPO Box 3, Melbourne, VIC 3001

By visiting: [www.afca.org.au](http://www.afca.org.au)

## GENERAL INSURANCE CODE OF PRACTICE

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website ([insurancecouncil.com.au](http://insurancecouncil.com.au)) or by phoning (02) 9253 5100.

## MOTOR CAR INSURANCE AND REPAIR INDUSTRY CODE OF CONDUCT

This code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication.

We are a signatory to and support the Code.

## REPORT INSURANCE FRAUD

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills;
- staged vehicle or home incidents;
- false or inflated home or vehicle claims;
- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725.

Let's work together to reduce the impact of insurance fraud on the community.

# HOW TO CONTACT SHANNONS

**By telephone:** 13 46 46

**On the web:** [shannons.com.au](http://shannons.com.au)

**In writing:** 40 Corporate Drive, Heatherton, VIC, 3202

## SHANNONS BRANCHES

**AUSTRALIAN CAPITAL TERRITORY**

**NEW SOUTH WALES**

**NORTHERN TERRITORY**

**QUEENSLAND**

**SOUTH AUSTRALIA**

**TASMANIA**

**VICTORIA**

**WESTERN AUSTRALIA**

For branch locations and operating hours visit [shannons.com.au](http://shannons.com.au)



This insurance is issued by AAI Limited  
ABN 48 005 297 807 AFSL No. 230859  
GPO Box 756, Melbourne, VIC, 3001

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