

# PRESTIGE MOTOR VEHICLE INSURANCE

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## PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING



ADMINISTERED BY MB INSURANCE GROUP PTY LIMITED  
ABN 96 070 982 106  
AFS LICENCE NO. 243522

UNDERWRITTEN BY QBE INSURANCE (AUSTRALIA) LIMITED  
ABN 78 003 191 035  
AFS LICENCE NO. 239545



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझाने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਹੈ ਅਤੇ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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QM2809-0821

# IMPORTANT INFORMATION

## ABOUT THIS PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS has been prepared to assist you to understand the Prestige Motor Vehicle Insurance Policy (the “Policy”) and make an informed decision about your insurance requirements.

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, simply by calling us.

This PDS has two parts. Important Information and Prestige Motor Vehicle Insurance Policy Terms and Conditions. Other documents may set out additional terms and we will specifically tell you if this is the case in the relevant document. Please read both parts of this PDS very carefully and retain it with any Certificate of Insurance that we issue to you.

Important Information includes details about the cost of this Policy, the type of cover provided, our dispute resolution process, your cooling off and cancellation rights, and paying the premium.

Prestige Motor Vehicle Insurance Policy Terms and Conditions set out the detailed terms and conditions, exclusions and general conditions that apply to this Policy.

If we issue you with an insurance Policy, you will be given a Certificate of Insurance. Your Certificate of Insurance sets out the specific terms applicable to your cover and should be read together with this PDS.

The PDS and the Certificate of Insurance we give to you form your legal contract with us. You pay us the premium and we provide you with the cover you have chosen as set out in the Policy, during the Period of Insurance shown on your Certificate of Insurance.

Please keep these documents in a safe place for future reference.

If you require any information about this product, please contact MB Insurance Group.

## WHO PROVIDES THIS INSURANCE

The Policy is underwritten by QBE Insurance (Australia) Limited (QBE) ABN 78 003 191 035, AFS Licence No. 239545.

This Policy is issued by MB Insurance Group Pty Limited (MB) ABN 96 070 982 106, AFS Licence No. 243522.

### About MB

QBE has given MB a binding authority to issue our policies and settle claims as well as administer this Policy on their behalf. Any enquiries you may have should be directed to MB. MB's contact details are shown on the last page of this document.

Under the terms of this binding authority MB act as QBE's agent and not yours, but liability within the terms and conditions of the Policy remains at all times with QBE.

### About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

## SIGNIFICANT FEATURES AND BENEFITS

The Prestige Motor Vehicle Insurance Policy provides protection against the cost of accidental damage to or theft of your vehicle. In addition, cover is provided for the liability that may arise where your vehicle is involved in an accident.

The tables below provide a summary of the key types of cover available under the Policy. For full details of the cover provided, including any exclusions or conditions that may apply, please refer to the relevant part of the Prestige Motor Vehicle Insurance Policy Terms and Conditions.

Your Certificate of Insurance will show the cover you have chosen.

Type of Cover	Short Description	Page No.
<b>Theft or Damage to Your Vehicle</b>	Cover for damage to your vehicle caused by an accident, fire, flood or storm, or theft of your vehicle.	16
<b>If You damage property or injure people</b>	Cover for the amount you may be held legally liable to pay as a result of an accident involving your vehicle – Limited to \$32,500,000.	22
<b>Other Benefits</b>		
<b>Automatic Replacement Vehicle for 4 years</b>	Vehicles less than 4 years old will be replaced with a new one of the same make/model/accessories including on road costs, or you can agree to accept the original agreed value.	16
<b>Repairer of Your Choice</b>	You may choose a repairer of your choice to repair your vehicle.	16
<b>Agreed Value</b>	Fixed insured value for the period of your insurance.	16
<b>Protected No Claim Bonus</b>	If you are entitled to a maximum no claim bonus, you can have one “at fault” claim during the period of your insurance without affecting your no claim bonus entitlement.	19
<b>Temporary Repairs</b>	Essential emergency temporary repairs - Up to \$500.	17
<b>Hire Vehicle</b>	If your vehicle is stolen or in an accident which is entirely not your fault - Up to \$100 per day and \$1,500 in total.	20
<b>Travel and Accommodation</b>	Up to \$1,500 to get you to your residence, destination or place of employment including any temporary overnight accommodation if the accident is more than 100 kilometres from home.	18
<b>Travel Costs</b>	Up to \$50 to return you and your occupants to your home if the accident is less than 100 kilometres from home.	19
<b>Personal Effects</b>	Cover for personal effects stolen from or damaged in your vehicle – Up to \$500.	18
<b>Re-Keying and Re-Coding</b>	As a consequence of theft of keys if reported to police.	18
<b>Windscreen and Window Glass Replacement</b>	Replacement of windscreens, sunroofs and other window glass - First claim does not reduce no claim bonus or require payment of an excess.	19

<b>Glass Chip Repairs</b>	Excess free glass chip repairs.	19
<b>Express Air Freight</b>	To import parts not available in Australia - Up to \$5,000.	17
<b>Finance Gap</b>	In the event of a total loss we will pay 75% of the difference between the agreed value and the amount any finance provider of your vehicle requires you to pay to discharge the loan or lease for your vehicle excluding arrears, penalties and amounts refinanced.	17
<b>Removal of Vehicle</b>	From the accident site to your home or the nearest repairer - Up to \$2,000.	17
<b>Lifetime Guarantee</b>	Repairs are guaranteed for the life of your vehicle.	18
<b>Trailers and Caravans</b>	If a trailer or caravan owned by you is attached to your vehicle and is damaged in an accident – Up to \$1,000.	18
<b>Delivery of Your Vehicle After Repairs</b>	If your vehicle is more than 100kms from your overnight parking address - Up to \$500.	19
<b>Funeral Expenses</b>	For an approved driver who suffers a fatal injury – Up to \$2,500.	19
<b>Sign Writing</b>	Cover for sign writing and fixed advertising for business use vehicles.	19
<b>Baby Capsules and Child Seats</b>	Cover for baby capsules or child seats that are damaged in an accident or stolen from your vehicle.	19
<b>Cleaning Up After an Accident</b>	Removal of debris from your vehicle following an accident – Up to \$1,000.	18

## OPTIONAL BENEFITS - EXTRA COVER YOU CAN PURCHASE

<b>Type of Cover</b>	<b>Short Description</b>	<b>Page No.</b>
<b>Extended Hire Vehicle</b>	If your vehicle is in an accident which is wholly or partially your fault or the responsible third party is not identified then you will be entitled to a suitable hire vehicle and we cover the cost to hire that vehicle up to the amounts shown on the Certificate of Insurance.	20

Each of the sections listed in the tables on pages 3 and 4 is subject to specific definitions, the basis of cover selected by you and specific exclusions. In addition, there are general exclusions and conditions that apply to all sections of the Policy.

## HOW TO APPLY FOR COVER

To apply for cover contact your financial service provider, MB Insurance Group Pty Limited's representative or MB Insurance Group Pty Limited. If your application is accepted, we will send you a Certificate of Insurance that sets out details of the insurance you have taken out.

## COST OF THE INSURANCE

### Premium, taxes and charges

The premium for your Policy takes into account a number of factors including the agreed value, the type, location and garaging arrangements of your vehicle and your driving record. The premium also includes statutory charges and costs such as GST, stamp duty, and remuneration paid to MB Insurance Group Pty Limited and other distributors of the Policy (see their Financial Services Guide(s) for details).

### No Claim Bonus:

- ◆ Lifetime no claim bonus for drivers who have been a MB Rating One policyholder for the last 2 years with no at fault claims
- ◆ Additional vehicles receive the same bonus provided the same approved drivers are declared
- ◆ Not prejudiced by an accident which was the fault of another driver and you were not at fault provided you can provide us with the driver's name, address and registration number
- ◆ Where you have a maximum no claim bonus (60%) it will not be reduced by the first "at fault" claim
- ◆ If you are entitled to a Lifetime no claim bonus then we will continue to provide that benefit after at fault accidents.

### Excess

You may be required to pay an excess if you make a claim under the Policy. The amount of the excess will depend on the circumstances of the claim, the driver involved, the type of vehicle insured, the agreed value and the state in which your vehicle is normally kept. The excess can only be determined after a claim has been lodged but can range from nil to \$10,000 (for a small range of specific vehicles) plus any undeclared driver excess shown in the Certificate of Insurance. Your Certificate of Insurance issued to you will provide the details applicable to you.

## HOW YOU CAN PAY YOUR PREMIUM

Payment of premium may be made by cash, cheque, electronic funds transfer or credit card. If your cheque or credit card payment is dishonoured by your financial institution you are not insured unless we have agreed to continue to insure you.

### Overdue premium

You must pay your premium on time otherwise your Policy may be cancelled and there will be no cover.

# CANCELLING YOUR POLICY

## How you may cancel this Policy

- ◆ You may cancel this Policy at any time by giving notice to your financial service provider or local MB office.
- ◆ If there is more than one insured person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

## How we may cancel this Policy

- ◆ We may cancel this Policy in any of the circumstances permitted by the Insurance Contracts Act 1984 or by any other law (for example, a failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.
- ◆ If you make a fraudulent claim on your Policy, we may cancel it or reduce your claim payment and we won't provide any refund.
- ◆ We will give you this notice in person or send it to your address last known to us.

## The premium

We will refund to you the proportion of the premium for the remaining period of your insurance less any non-refundable government fees, duties or charges.

# COOLING OFF PERIOD

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling off period, notify MB or your financial service provider electronically or in writing.

You can also cancel your Policy outside the cooling off period, see 'Cancelling Your Insurance'.

# FINANCIAL CLAIMS SCHEME

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria for the scheme. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA	
Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>



# GENERAL INSURANCE CODE OF PRACTICE

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Policy is available at [qbe.com/au](http://qbe.com/au)

## COMPLAINTS

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

### Step 2 – Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

### Step 3 – Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

### Step 4 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

## CONTACTING QBE CUSTOMER CARE, UNIT, AFCA OR THE OAIC

How to contact QBE Customer Care	
<b>Phone</b>	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
<b>Email</b>	<ul style="list-style-type: none"> <li>◆ <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>◆ <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>◆ <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
<b>Post</b>	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

How to contact AFCA	
<b>Phone</b>	1800 931 678 (free call)
<b>Email</b>	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
<b>Online</b>	<a href="http://www.afca.org.au">www.afca.org.au</a>
<b>Post</b>	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC	
<b>Phone</b>	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
<b>Email</b>	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
<b>Online</b>	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## QBE'S PRIVACY POLICY

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. When you receive a Certificate of Insurance, renewal notice or other document from us, you should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- ◆ any person authorised by you;
- ◆ a mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;
- ◆ a financier whose name appears on your Certificate of Insurance (for the purpose of confirming the currency of your Policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- ◆ an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- ◆ a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- ◆ another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- ◆ another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- ◆ our reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- ◆ a dispute resolution organisation such as the Australian Financial Complaints Authority (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- ◆ a company to conduct surveys on our behalf for the purpose of improved customer services; and
- ◆ an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- ◆ to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- ◆ to an investigator, assessor (for the purpose of investigating or assessing your claim);
- ◆ to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- ◆ to a witness to a claim (for the purpose of obtaining a witness statement);
- ◆ to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- ◆ give you the opportunity to find out what personal information we hold about you and when necessary, correct any errors in this information. Generally we will do this without restriction or charge; and
- ◆ provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy or to request access to or correct your personal information, please email: [compliance.manager@qbe.com](mailto:compliance.manager@qbe.com).

To make a complaint email: [complaints@qbe.com](mailto:complaints@qbe.com).

## MB'S PRIVACY POLICY

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. MB is bound by the Privacy Act 1988 (Cth.) when collecting and handling your personal information. We have developed a Privacy Policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance Policy, including any claims you make. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may disclose or collect information to and from the following:

- ◆ You, and/or any person that you authorise, or your insurance broker;
- ◆ Another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- ◆ The insurer of the insurance product you have applied for or purchased;
- ◆ A financier or interested party nominated on your Certificate of Insurance (but only for the purpose of providing a certificate of currency or confirming that they have a financial interest in the event of a claim);
- ◆ Another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- ◆ An organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- ◆ Australian Financial Complaints Authority – for external dispute resolution purposes;
- ◆ A motor vehicle dealership, corporate authorised representative or insurance agent who has referred this business to MB;
- ◆ To a repairer or supplier (for the purpose of repairing or replacing your insured property);
- ◆ An assessor or investigator appointed to carry out specialised services;
- ◆ A legal service provider or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs, including your excess, or seeking a legal opinion regarding the acceptance of a claim);
- ◆ To a witness to a claim (for the purpose of obtaining a witness statement);
- ◆ To another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

We aim to ensure that your personal information is up to date. Please contact us if you would like to seek access to, or revise your personal information. You may contact our local branch or Head Office in Sydney. Generally we will do this without restriction or charge.

To obtain further information about our Privacy Policy or to request access to or correct your personal information, or to make a complaint, please email: [compliance@mbinsurance.com.au](mailto:compliance@mbinsurance.com.au).

## HOW TO MAKE A CLAIM

Please contact your financial service provider or MB to make a claim under your Policy. Full details of what you must do for us to consider your claim are provided in section 7 of the Policy.

## TAXATION IMPLICATIONS

### Goods and Services Tax

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

We pay claims inclusive of GST unless the owner of the car is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

*Please read the rest of this Policy document carefully and keep it in a safe place.*

# PRESTIGE MOTOR VEHICLE INSURANCE TERMS AND CONDITIONS

## Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 (QBE).

## Our agreement with you

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as shown in your Certificate of Insurance, subject to the terms and conditions of the Policy set out on pages 13 to 32. Cover is provided during the period of your insurance shown in your Certificate of Insurance or any renewal period.

We will not pay any more than the sum insured or limit of liability for each section which is shown in your Certificate of Insurance, unless stated otherwise in the Policy and then that amount will apply.

We will not pay the excesses shown in the Policy or Certificate of Insurance. If any loss or damage or liability leads to a claim under more than one section of this Policy we will only charge any applicable excess once.

The exclusions in section 5 and conditions in section 6 apply to all sections of this Policy.

## Your Policy

Your Policy consists of the Prestige Motor Vehicle Insurance Policy Terms and Conditions in this document and the Certificate of Insurance we give you and any other document we give to you that we tell you forms part of the Policy.

## Jurisdiction

This Policy is governed and construed in accordance with the laws of the state or territory in Australia of the overnight parking address. You agree to submit to the non-exclusive jurisdiction of the courts of that state or territory.

## Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

# 1. DEFINITIONS

In this Policy the following words and phrases have the meaning given to them below:

**assessed repair cost** means the amount determined to repair your vehicle by an assessor that we have appointed to assess fair and reasonable repair costs.

**agreed value** means the value of your vehicle shown in the Certificate of Insurance and is the maximum amount payable by us under this Policy for loss or damage to your vehicle.

**approved driver** has the meaning given to the phrase in section 4.1.

**bodily injury** means physical injury, sickness, death, or disease.

**Certificate of Insurance** is the attachment we give you that forms part of your Policy. It shows your Policy number and other important details of your cover.

**economic total loss** means where we cannot economically repair your vehicle.

**economically repair** means the repair of your vehicle at a cost lower than the agreed value less likely salvage.

**event** means an incident or accident or series of accidents or incidents resulting from the one original cause, that was not expected or intended by you.

**excess(es)** is the amount of money you contribute to the cost of a claim which is stated in the Certificate of Insurance.

**MB Rating One** means a policyholder of an MB Prestige Motor Vehicle Insurance Policy that has been entitled to a no claim bonus of 60% for 12 months.

**MB Prestige Motor Vehicle Insurance Policy** means comprehensive motor vehicle insurance Policy issued by MB Insurance Group Pty Limited ABN 96 070 982 106 AFS Licence No. 243522 on behalf of QBE.

**no claim bonus** is a reward for a good insurance record. The longer you hold insurance cover without making a claim, the higher your no claim bonus discount and the less you pay for your insurance cover. The maximum no claim bonus discount is 60%.

**overnight parking address** means the place your vehicle is usually parked at night which is specified in the Certificate of Insurance.

**personal effects** are all those items belonging to you or passengers or approved drivers that are in your vehicle. These include clothing, bags, sports gear, portable GPS devices and other items that are personal effects. They do not include cash, cheques, credit cards, negotiable instruments, tools of trade or items used in conducting a business.

**substitute vehicle** means any vehicle being driven by an approved driver provided that the substitute vehicle is being used because your vehicle cannot be used as a consequence of an accident or theft or is being serviced.



**suitable hire vehicle** means a hire vehicle that takes into account:

- ◆ the type and size of the damaged vehicle;
- ◆ the ordinary daily uses of the damaged vehicle;
- ◆ whether any additional safety devices were part of the damaged vehicle, such as child seats or disability related modifications.

**period of your insurance** is the period when your vehicle is covered by this Policy. That period is shown in the Certificate of Insurance.

**salvage** means proceeds received from the sale of your vehicle after it has been damaged and any refund of registration or compulsory third party insurance.

**storage cover location** means where you select storage cover only, the overnight parking address.

**total loss** means your vehicle cannot be repaired so that it is safe or it is an economic total loss or it is stolen and not recovered within 28 days of the theft being reported to the police.

**we or us or our** means QBE Insurance (Australia) Limited (ABN 78 003 191 035) (AFSL 239545) that is the insurer responsible for all liability to you under this Policy and/or MB Insurance Group Pty Limited (ABN 96 070 982 106) (AFSL 243522) as QBE's agent, appointed to manage this Policy on their behalf.

**you or your** is the person(s) named as the insured in the Certificate of Insurance.

**your vehicle** is the vehicle specified in the Certificate of Insurance. It includes all factory fitted accessories, tools or appliances that are standard equipment for your vehicle, or accessories which form a permanent part of your vehicle and have been declared to us.

## 2. IF YOUR VEHICLE IS DAMAGED, DESTROYED OR STOLEN

### IF YOU HAVE COMPREHENSIVE COVER

If your vehicle is damaged or destroyed because of an accident, fire, flood or storm, or is stolen during the period of your insurance with us, we will, subject to section 2.2 below, and having regard to the circumstances of the damage or destruction, either:

- ◆ repair your vehicle;
- ◆ replace your vehicle; or
- ◆ pay the cost of repair of your vehicle

up to the agreed value.

If we agree to repair your vehicle you may choose a repairer of your choice, provided the repairer can economically repair your vehicle and the costs do not exceed the assessed repair cost.

We will not be liable for any proportion of the cost of repair that puts your vehicle in a better condition than it was in, prior to the accident, fire, flood, storm or theft. If it is necessary to repair the vehicle in this way, we will talk to you beforehand about how you would like to proceed.

If your vehicle is a total loss then we will pay the agreed value and we will not provide any further cover under this section of the Policy.

#### 2.1 If we pay you the agreed value or replace the vehicle then:

- ◆ the Policy is finished; and
- ◆ no premium is refundable; and
- ◆ you must transfer your interests in your vehicle to us; and
- ◆ we can keep whatever is left of your vehicle; and
- ◆ we will keep any salvage.

The premium is payable and non-refundable because you have received the benefits associated with a total loss claim under the Policy.

If your vehicle is 25 years old or more, you may keep whatever is left of your vehicle (unless your vehicle is stolen and we have paid the agreed value) and you will have to pay any costs incurred in the recovery, storage or transportation of your vehicle.

#### 2.2 Four Year New Car Replacement

If your vehicle is assessed as a total loss then we will provide you with a new replacement vehicle of the same make and model with the same accessories and equipment (if one is available for retail sale in Australia at the time of loss) provided:

- ◆ at the time of loss or damage to your vehicle, you have owned your vehicle for less than 4 years, and
- ◆ your vehicle was purchased by you new or as a dealer demonstrator with less than 1,000kms on the odometer, and
- ◆ you are the first owner of your vehicle other than the manufacturer or dealer, and
- ◆ you insured your vehicle during the first 12 months that you owned the vehicle under an MB Prestige Motor Vehicle Insurance Policy current at the time and thereafter have insured the vehicle with us continually under an MB Prestige Motor Vehicle Insurance Policy up to the time of loss or damage that results in a total loss, and
- ◆ your vehicle is a total loss.

If your vehicle has been superseded and is no longer available at the time of loss you can choose to accept the nearest equivalent vehicle provided that the purchase price does not exceed 105% of the agreed value as shown in your Certificate of Insurance for your first MB Prestige Motor Vehicle Insurance Policy insuring your vehicle.

If your vehicle is financed, we will require written consent from your finance provider in order to provide a replacement vehicle.

If you choose not to accept a replacement vehicle then we will pay you the agreed value shown in your Certificate of Insurance for your first MB Prestige Motor Vehicle Insurance Policy insuring your vehicle.

### **2.3 On-Road Costs**

Where you elect to accept a replacement vehicle under section 2.2 then we will also pay for the on-road costs of the new vehicle.

On-road costs are limited to 12 months registration and compulsory third party insurance, stamp duty and reasonable dealer delivery charges.

When we replace your vehicle you must pay to us any refund you receive in respect of registration and compulsory third party insurance paid for your vehicle.

### **2.4 Express Air Freight**

If you make a claim which is covered by this Policy we will pay up to \$5,000 towards the cost of express air freight to import parts necessary to repair your vehicle, where the parts cannot be obtained in Australia.

### **2.5 Finance Gap**

If your vehicle is a total loss and you financed the lease or purchase of your vehicle, where the finance provider requires more money than the agreed value, we will pay 75% of the difference between the agreed value and the amount the finance provider requires to pay out the loan or lease for your vehicle.

But we will not be liable for and shall not make any contribution to:

- ◆ loan or lease payments in arrears
- ◆ penalties as a result of loan or lease payments in arrears
- ◆ any amounts refinanced into your finance contract.

### **2.6 Removal of the Vehicle**

If your vehicle is involved in an accident which is covered by this Policy we will pay up to \$2,000 to remove your vehicle from the scene of the accident to the nearest repairer, another repairer of your choice or place of safety.

### **2.7 Temporary Repairs**

If you need to have emergency repairs done to your vehicle after an accident or theft covered by this Policy, so that you can get your vehicle to your destination or a garage, then we will pay up to \$500 for those repairs.

## **2.8 Accommodation and Travel in an Emergency**

If you are more than 100 kilometres from your usual place of residence and your vehicle cannot be made roadworthy after an accident or theft covered by this Policy, then we will pay up to \$1,500 for the cost of getting you to your intended destination, usual place of residence or place of employment, including the cost of any temporary overnight accommodation.

## **2.9 Re-Keying and Re-Coding**

If the keys to your vehicle are stolen, subject to you reporting the theft of your keys to the police, we will pay for the replacement of your vehicle's keys and the necessary re-coding or replacement of your vehicle's locks.

## **2.10 Personal Effects**

If your personal effects are stolen from or damaged in your vehicle following an accident or theft covered by this Policy, then we will pay the cost to repair or replace the personal effects, up to \$500 for loss of or damage to all personal effects for any one event.

We will not be liable for loss of or damage to personal effects which are stolen or damaged after a fire or an accident because you did not take reasonable steps to protect them.

## **2.11 Trailers and Caravans**

If a trailer or caravan owned by you is attached to your vehicle and is damaged in an accident, we will pay up to \$1,000 for repairs to the trailer or caravan.

## **2.12 Comprehensive 'Limited Kilometres' Cover**

If you have selected the Comprehensive 'Limited Kilometres' Cover option, you need to travel less than 8,000 kilometres in any one period of your insurance. If you exceed 8,000 kilometres in any one period of your insurance or pro rata if less than 12 months, your premium will be recalculated based on our full rates for Comprehensive Cover and you will be charged an extra premium.

## **2.13 Comprehensive 'Low Kilometres' Cover**

If you have selected the Comprehensive 'Low Kilometres' Cover option, you need to travel less than 5,000 kilometres in any one period of your insurance. If you exceed 5,000 kilometres in any one period of your insurance or pro rata if less than 12 months, your premium will be recalculated based on the cover applicable to the kilometres travelled and you will be charged an extra premium.

## **2.14 Lifetime Guarantee on Repairs**

We will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle (even if you sell it), only if the repairs have been authorised and managed by us. For any repairs under this guarantee you must first allow us to inspect the vehicle and arrange any additional repairs that are necessary to restore the vehicle to the position it was in before it was damaged.

We will not pay for any additional repairs we don't authorise.

## **2.15 Cleaning Up After an Accident**

We cover your legal liability to pay for cleaning up any debris from your vehicle following an accident.

The maximum amount we will pay is \$1,000 for any one event.

### **2.16 Delivery of Your Vehicle After Repairs**

Where we authorise repairs by a repairer that is located more than 100 kilometres from your overnight parking address, we will pay up to \$500 towards the cost of returning your vehicle to your overnight parking address once repairs are complete.

### **2.17 Funeral Expenses**

If an approved driver suffers a fatal injury as a result of an accident whilst driving your vehicle we will pay up to \$2,500 towards the cost of funeral expenses for the deceased driver.

### **2.18 Baby Capsules and Child Seats**

If a baby capsule or child seat owned by you is stolen from or damaged in your vehicle following an accident or theft covered by this Policy we will pay the cost of replacing the baby capsule or child seat.

### **2.19 Travel Costs**

If you are less than 100 kilometres from your usual place of residence and your vehicle cannot be made roadworthy after an accident or theft covered by this Policy, we will reimburse you up to \$50 for expenses incurred by you and occupants of your vehicle to return directly to your residence. You must have receipts to substantiate your claim.

### **2.20 Sign Writing**

We will cover you for loss or damage to sign writing or fixed advertising signs forming a permanent part of your vehicle at the time of the loss or damage. We will only pay for this if your Certificate of Insurance states your vehicle is for business use.

### **2.21 Excess Free Glass Cover**

If your vehicle's windscreen, sunroof glass or window glass is accidentally damaged, we will replace or repair the damaged glass. You will not be required to pay an excess for the first event that causes glass damage during the period of your insurance provided that the glass damage is the only damage to your vehicle.

### **2.22 Glass Chip Repairs**

If your vehicle's windscreen, sunroof or window glass is chipped and you choose to repair it without replacing the entire panel of glass then you will not be liable for an excess for any such claim.

### **2.23 No Claim Bonus Protection**

If you are an MB Rating One policyholder during the Period of Your Insurance you will not lose your no claim bonus if you make one at fault claim with us during the period of your insurance. However, for each subsequent at fault claim your no claim bonus will be reduced two levels (by 10% each level).

### **2.24 Lifetime No Claim Bonus**

If you have been an MB Rating One policyholder for two consecutive years and had no at fault claims in that time, we will continue to maintain your maximum no claim bonus (60%) irrespective of any subsequent claims for as long as this Policy remains current with us. If you are already entitled to a lifetime no claim bonus then we will continue to provide that benefit.

## 2.25 Hire Vehicle

If your vehicle is:

- ◆ stolen and not recovered or is recovered damaged;
- ◆ damaged as a result of an accident and the driver at the time of the accident was not at fault (as defined in section 6.1.1)

we will pay the cost of a suitable hire vehicle up to a maximum of \$100 per day but limited in total to \$1,500 for any one event. Cover will commence on the date your vehicle is taken to the repairer to commence repairs or, if your vehicle is stolen, on the date the theft is reported to the police.

However you will not be entitled to any payment under this section if the only damage to your vehicle is damage to the windscreen, sunroof or other window glass.

We will not be liable for and shall not pay:

- ◆ hire charges if you have not reported the theft to the police
- ◆ hire charges incurred for any period after your vehicle has been returned to you in a similar condition as it was prior to the theft or accident
- ◆ for petrol, insurance excess, collision damage waiver, consumables or extras associated with running the hire vehicle
- ◆ for any damage caused to the hire vehicle
- ◆ hire charges incurred for any period after your vehicle has been replaced or the agreed value paid to you.

If your claim is subsequently denied by us or you choose to withdraw your claim, you must refund any amount paid to you under this benefit in respect of that claim.

## OPTIONAL BENEFITS - EXTRA COVER YOU CAN PURCHASE

### 2.26 Extended Hire Vehicle

If you have selected the Extended Hire Vehicle option and your vehicle is damaged in an accident where you were wholly or partially at fault or the responsible third party was not identified, we will pay the cost of a suitable hire vehicle up to a maximum daily amount shown in your Certificate of Insurance but limited to the maximum total amount shown in your Certificate of Insurance for any one event. Cover will commence on the date your vehicle is taken to the repairer to commence repairs.

However you will not be entitled to any payment under this section if:

- ◆ the only damage to your vehicle is damage to the windscreen, sunroof or other window glass; or
- ◆ your vehicle is stolen.

We will not be liable for and shall not pay:

- ◆ Hire charges incurred for any period after your vehicle has been returned to you in a similar condition as it was prior to the accident
- ◆ for petrol, insurance excess, collision damage waiver, consumables or extras associated with running the hire vehicle
- ◆ for damage caused to the hire vehicle
- ◆ hire charges incurred for any period after your vehicle has been replaced or the agreed value paid to you.

If your claim is subsequently denied by us or you choose to withdraw your claim, you must refund any amount paid to you under this benefit in respect of that claim.

## **IF YOU HAVE STORAGE COVER**

If you have selected Storage Cover then you will only be covered when:

- ◆ your vehicle is stationary at the storage cover location
- ◆ your vehicle is being loaded or unloaded for transport to and from the storage cover location and during transport to the storage cover location
- ◆ your vehicle is being repaired or serviced by a qualified mechanic, repairer or similar business at their place of business.

We will not pay for any loss, damage or legal liability arising from the use of your vehicle under its own power.

## 3. IF YOU DAMAGE PROPERTY OR INJURE PEOPLE

### 3.1 Damage to another person's property

We will pay the amount that you are held legally liable to pay for damage to property (excluding goods carried in or on your vehicle) as a result of an accident during the period of your insurance caused by or arising out of the use of:

- ◆ your vehicle; or
- ◆ a trailer or caravan attached to your vehicle; or
- ◆ goods falling from your vehicle.

The maximum we will pay under section 3.1 for all claims arising out of an event is \$32,500,000.

But we will not be liable for and shall not pay:

- ◆ for damage to property that belongs to you or the driver of your vehicle or that was in your custody or control; or
- ◆ for damage to property that belongs to someone who usually resides with you or who usually resides with the driver of your vehicle, except for damage to a residential property that you are renting or is on loan to you; or
- ◆ damage caused by your vehicle being used whilst it is not registered in accordance with the requirements of State and or Territory laws applying to the use of your vehicle; or
- ◆ if the driver or person using or in charge of your vehicle with your permission is entitled to indemnity for loss or damage they cause under any other insurance policy or statute.

We will only provide cover if your vehicle is being driven by an approved driver.

This cover is subject to the exclusions set out in section 5 and the conditions in section 6.

### 3.2 Personal Injury to Another Person

We will pay the amount which you, or any approved driver, using or in charge of your vehicle with your permission is legally liable to pay by way of compensation or damages for death or bodily injury to persons arising out of the use of:

- ◆ your vehicle; or
- ◆ a trailer or caravan attached to your vehicle,

in Australian States and Territories only.

The maximum we will pay under section 3.2 for all claims arising out of an event is \$32,500,000.

We do not cover legal liability for death or bodily injury to:

- ◆ you or any person driving, using or in charge of your vehicle; or
- ◆ any member of your family including children, parents, brothers (and their spouse or de facto), sisters (and their spouse or de facto) and your spouse's children or parents; or
- ◆ any person who usually resides with you; or
- ◆ an employee of yours or who is deemed by any law to be your employee or a worker entitled to workers compensation benefits, arising out of their employment or engagement by you.



We do not provide cover:

- ◆ if your vehicle is not registered in accordance with the requirements of State and or Territory laws applying to the use of your vehicle
- ◆ if you or any person using your vehicle:
  - is wholly or partly covered for their liability under any compulsory statutory insurance scheme or accident compensation scheme, or
  - would have been entitled to be covered under any such scheme as it existed at the commencement date of the relevant period of your insurance, even though there may have been a change in the law during that period of your insurance, or
  - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
  - would have been entitled to be covered under any such scheme had cover not been refused because you did not:
    - register your vehicle
    - apply for cover under the scheme
    - comply with a term or condition of the scheme
- ◆ whilst your vehicle is being loaded or unloaded
- ◆ if your vehicle is registered in the Northern Territory of Australia
- ◆ for punitive, exemplary or aggravated damages.

This cover is subject to the exclusions set out in section 5 and the conditions in section 6.

### 3.3 Claims for the Same Event or Accident

If you make claims under section 3.1 and 3.2 in relation to the same event or accident, the maximum we will pay for the total of all claims arising from one event is \$32,500,000.

### 3.4 Driving Another Vehicle

We will extend cover under sections 3.1 and 3.2 to any amount which you are legally liable to pay for damage to property or injury to another person as a result of an accident during the period of your insurance caused by or arising out of the use of a substitute vehicle provided that:

- ◆ you are driving the substitute vehicle whilst your vehicle cannot be used as a consequence of an accident or theft or is being serviced
- ◆ one substitute vehicle is being used at any one time by you in place of your vehicle
- ◆ the substitute vehicle is not already covered for loss or damage to the vehicle under another insurance policy.

This cover is subject to the exclusions, conditions and limits of liability set out in sections 3.1, 3.2, 3.3, 4, 5 and 6.

### 3.5 Legal Protection for Your Business or Work

If you have an accident when you are using your vehicle for business purposes and your employer, principal or a partner becomes liable for damage to another person's property, then your employer, principal or partner is covered as described in section 3.1.

This cover is subject to the exclusions, conditions and limits of liability set out in sections 3.1, 4, 5 and 6.

### 3.6 Maritime Liability

If your vehicle is being transported by sea between Australian ports, we will pay your contribution for your vehicle if 'general average' is declared.

General average is declared when goods or cargo are thrown overboard to safeguard the vessel and the remaining property on the vessel. Those whose property is saved share the expenses or costs incurred by a ship owner in preserving the vessel and cargo.

This cover is subject to the exclusions, conditions and limits of liability set out in sections 3.1, 4, 5 and 6.

### 3.7 Legal Costs

If you have to defend legal proceedings arising from an accident involving your vehicle and you are covered for it under section 3.1 or 3.2, then we will pay in addition, your legal costs. You will need to speak to us first before you incur those costs.

But we will not pay for any legal costs incurred as a result of:

- ◆ a delay in notifying us of your claim
- ◆ a failure to meet any condition of this Policy.

## 4. APPROVED DRIVER

4.1 This Policy only provides cover when your vehicle (or a substitute vehicle) is being driven by an approved driver. An approved driver is:

- ◆ you; and only if you are over the age prescribed in the Certificate of Insurance; or
- ◆ any person whose name is shown as an approved driver in the Certificate of Insurance provided the person is over the age prescribed in the Certificate of Insurance; or
- ◆ any other driver over the age prescribed in the Certificate of Insurance who drives your vehicle for less than 2% of the kilometres driven during the period of your insurance (or that part of the period of your insurance which has elapsed up to the date of the loss).

But we will provide cover if the driver is under the age prescribed in the Certificate of Insurance and your vehicle is:

- ◆ being driven (in the course of their employment) by any licensed driver who is an employee of a service station, garage, hotel, restaurant or other commercial business for the purpose of overhaul, upkeep, repair or car parking; or
- ◆ being driven by any licensed driver who is using your vehicle because a serious medical emergency has arisen and an approved driver is unable to drive; or
- ◆ being driven by any licensed driver employed by a professional chauffeur or limousine service for the sole purpose of one-off transportation of your vehicle, occupied by you or an approved driver, to your home, workplace or place of temporary accommodation.

## 5. EXCLUSIONS

The following exclusions apply to all sections of the Policy.

**5.1 It is an inherent requirement of this insurance** that each driver of your vehicle has a valid driving licence that permits the person to drive vehicles in Australia (“Valid Licence”) and we will not be liable for any claim arising from or in connection with the use or driving of your vehicle by a person that does not hold a Valid Licence.

This exclusion shall not apply if you had no knowledge that the person driving your vehicle did not have a Valid Licence.

**5.2 You are not insured** if you or any other person driving your vehicle is affected by alcohol or drugs.

**This exclusion shall not apply** if you had no knowledge that the person driving your vehicle was affected by alcohol or drugs.

**5.3 We are not liable** for loss, damage or liability arising from, or in connection with the use or driving of your vehicle when:

- ◆ there are more passengers in your vehicle (or substitute vehicle) than your vehicle was designed to carry (“Excess Passengers”); or
- ◆ your vehicle (or substitute vehicle) is towing a load heavier or larger than your vehicle was designed to tow, or is permitted by law to tow (“Excess Tow Load”); or
- ◆ your vehicle (or substitute vehicle) is carrying a load heavier or larger than your vehicle is designed to carry or is permitted by law to carry (“Excess Carry Load”).

This exclusion will apply to the extent the loss, damage or liability was caused by Excess Passengers, an Excess Tow Load or an Excess Carry Load.

**5.4 You are not insured** when your vehicle is being used or driven when it is unroadworthy or has damage or defects which make it unsafe and you know, or should have known of such a condition.

**5.5 You are not insured** when your vehicle is being used for an unlawful purpose, or whilst the driver or occupants in your vehicle are involved in a joint illegal enterprise.

**5.6 You are not insured** if your vehicle suffers loss, damage, destruction, or you incur a liability, or cause death, injury, illness, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (i) War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority, or

(ii) any act of terrorism.

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

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

(iii) Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to (i), (ii) or (iii) above.

**5.7 You are not insured** when your vehicle is being used for an experiment, test, trial or demonstration in connection with the motor trade.

**5.8 You are not insured** whilst your vehicle is being used to carry passengers for hire or reward.

**This exclusion shall not apply if the reward or hire is solely for:**

- ◆ use of your vehicle in a private car pool arrangement;
- ◆ payment of a travelling allowance by your full time employer;
- ◆ use of your vehicle for a wedding.

**5.9 You are not insured** while your vehicle is:

- ◆ being used for; or
- ◆ being used to practise for; or
- ◆ taking part in;

any race, time trial, rally, sprint or drag race, demonstration, test or driver training.

**5.10 You are not insured** while your vehicle is being used on a race track for any purpose.

**5.11 You are not insured** when your vehicle is being used in any organised competitive or non-competitive driving event when the roads on which your vehicle is travelling are closed to the general public.

**5.12 You are not insured** for structural failure; mechanical, electrical or electronic malfunction; breakdown or non-operation; normal wear and tear; or rust or corrosion; of your vehicle or its component parts.

**5.13 We are not liable** for loss, damage or liability caused by or arising from rust or corrosion of your vehicle or its component parts.

**5.14 You are not insured** for depreciation or loss of use of your vehicle.

**5.15 You are not insured** for tyre damage caused by braking, road puncture, cuts or bursting unless as a result of an insured event.

**5.16 You are not insured** when you, or someone else with your agreement or knowledge, deliberately damages or steals your vehicle or uses your vehicle to deliberately damage another person's property or cause injury to another person.

**5.17 You are not insured** against theft of your vehicle if your vehicle is parked on the street between the hours of 11pm and 5am within 250 metres of the overnight parking address.

**5.18 We are not liable** for any loss, damage or liability which has been accepted by you, or which you have accepted or admitted to liability for, without our written consent.

**5.19 Your insurance cover for your vehicle ends**, and you will not be insured, after your vehicle is repossessed or taken because it was security for a debt. We are not liable for loss or damage to your vehicle or liability that arises from the use or driving of your vehicle after it is repossessed or taken because it was security for a debt.

**5.20 You are not insured** if your vehicle is outside Australia except when being transported between places in Australia.

**5.21 You are not insured** when your vehicle is in the custody of a motor dealer or prospective purchaser for the purpose of sale or consignment.

**5.22 We will not be liable** to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

**5.23 We will not be liable** to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for us to do so.

## 6. CONDITIONS THAT APPLY TO YOUR POLICY

### 6.1 Excess

The excess is the amount of money you contribute to the cost of a claim and is the amount shown in the Certificate of Insurance.

In addition to the amount shown in the Certificate of Insurance you must pay an additional excess if the driver of the vehicle is aged 25 years and over and is not shown in the Certificate of Insurance. The amount of this additional excess is shown in your Certificate of Insurance.

However, you will not have to pay any additional excess if:

- ◆ your vehicle is being driven (in the course of their employment) by an employee of a service station, garage, hotel, restaurant, or other commercial business for the purpose of overhaul, upkeep, repair or car parking; or
- ◆ your vehicle is being driven by a licensed driver because a serious medical emergency has arisen; or
- ◆ your vehicle is being driven by any licensed driver employed by a professional chauffeur or limousine service for the sole purpose of one-off transportation of your vehicle, occupied by you or an approved driver, to your home, workplace or place of temporary accommodation; or
- ◆ the only damage to your vehicle is to a windscreen, sunroof or window glass subject to section 2.21 or 2.22.

#### 6.1.1 If the accident is the fault of another driver

If the accident was entirely the fault of another driver and you provide us the name and street address of the owner or driver and registration number of the vehicle at fault, then:

- ◆ you will not have to pay the excess; and
- ◆ you will qualify to receive the hire vehicle benefit as defined in section 2.25.

You may be able to help confirm the other driver was entirely at fault for the accident by providing a police report, expert reports, witness statements or photographs taken at the scene.

### 6.2 Your No Claim Bonus

You will not lose any of your no claim bonus discount if you make a claim for an accident that is not your fault and:

- ◆ you provide us the name and street address of the owner or driver and registration number of the other vehicle at fault
- ◆ the claim is only for a broken windscreen, sunroof or other window glass.

### 6.3 Other Persons

Any other person or persons who make a claim under this Policy is required to abide by the terms of this Policy.

#### 6.3.1 Other Persons or Entities

This Policy does not cover any other person or entity which has an interest in your vehicle unless they are shown as covered in the Certificate of Insurance.

## 6.4 Modification of Your Vehicle

You must notify us within 14 days if you:

- ◆ add any non-factory accessories, such as a stereo, telephone, air-conditioning, special wheels, an alarm, or other such items to your vehicle; or
- ◆ modify your vehicle, its engine or other components.

If we alter the terms we may or may not ask you for an additional premium, or, we may cancel the Policy and for this reason we will then refund to you a proportionate part of your premium.

## 6.5 Cancelling Your Insurance

If you want to cancel your insurance Policy, you must write to tell us that you want to cancel.

We will pay to you a proportionate part of the premium we have received for the current period of your insurance less any non-refundable government fees, duties or charges.

We will not pay the refund if we have paid the agreed value less any excess as the result of a claim. This is because you will have received the benefits associated with the claim under the Policy.

## 6.6 Replacing Your Vehicle

If you sell your vehicle and replace it with another one, we will still provide all the cover shown in this Policy.

But we will only provide this cover if:

- ◆ you write to us within 14 days of buying the replacement vehicle with full details; and
- ◆ you pay any additional premium we ask for within 14 days of being asked by us; and
- ◆ the replacement vehicle and its security are still acceptable under the MB Insurance Group acceptance criteria.

## 6.7 Spare Parts

If your vehicle needs to be repaired after an accident or theft covered by this Policy and if factory parts/accessories are not obtainable, we will only pay for the reasonable cost of repairing your vehicle as if such parts/accessories had been available.

## 6.8 Contribution Towards the Cost of Repairs

If the condition or appearance of your vehicle improves as a result of replacing old parts with new parts or repainting more than the damaged area then we are entitled to require you to contribute towards the cost of those repairs. If this may be necessary, we will talk to you beforehand about how you would like to proceed.

## 6.9 Security System

When "Security System" is shown in your Certificate of Insurance we will not pay for theft if:

- ◆ the security device or devices that have been approved for your vehicle are not maintained in working order; or
- ◆ an ignition key and/or service key or the like is left on or in the vehicle whenever the vehicle is left unattended; or
- ◆ the devices have been disabled or removed with your prior knowledge.



But we will pay if:

- ◆ your vehicle is in the custody of an employee of a service station, garage, hotel, restaurant or other commercial business for the purpose of overhaul, upkeep, repair or car parking; or
- ◆ you suffer an injury whilst in your vehicle that keeps you from turning those devices on.

### **6.10 Contribution and Other Insurance**

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

### **6.11 Recoveries and Subrogation Rights**

We have the right to take over and conduct, in your name, the defence and settlement of any claim or to prosecute, in your name, any claim for damages, indemnity, or contribution or otherwise. We have full discretion in the conduct of any proceedings and in the defence and settlement of any claim.

You must give us all relevant information and assistance as we may reasonably require to defend you or bring proceedings in your name.

We will attempt to recover any money paid by us from any person where permitted by law. We will do this in your name and you must assist us with any reasonable requests.

We will:

- ◆ decide the steps to take in the settlement of any claim; and
- ◆ refund to you any amount we have recovered, if it exceeds the amount we have paid; and
- ◆ conduct the defence of any claim against you by another party as we see fit. You must provide us with any assistance we reasonably require to settle or defend a claim under this Policy.

If you have suffered loss which was not covered by this Policy as a result of the incident, we may offer to attempt to recover this for you. You will need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we will also ask you to agree to the basis on which we will handle your recovery action. You may need to contribute to costs in some circumstances. We will talk to you about these steps before we take them.

### **6.12 Interest**

You cannot transfer this Policy or transfer or assign any rights or benefits under this Policy to another person or to another vehicle unless we write to you agreeing to the transfer or assignment.

### **6.13 Policy Variation or Waiver**

Any provision in this Policy can only be varied or waived by mutual agreement in writing.

### **6.14 Premium**

It is a condition of this Policy that you pay the premium.

## 7. MAKING A CLAIM

7.1 If you have an accident then you should:

- ◆ obtain full details of any third party involved; and
- ◆ obtain any witnesses' names and addresses; and
- ◆ not admit the accident was your fault; and
- ◆ contact us on (02) 9966 9777 or 1800 021 156 or at [claims@mbinsurance.com.au](mailto:claims@mbinsurance.com.au) for assistance and advice.

We will send you a claim form or you can obtain a claim form from our website.

You should then:

- ◆ complete the MB Insurance Group claim form and return it to us
- ◆ take your vehicle to your repairer of choice to obtain a quotation for repairs.

Once we have received your quotation for repairs we will appoint an assessor to review the quotation and if necessary, inspect your vehicle.

If a claim has been accepted under this Policy, we will then pay the claim, or authorise repairs to your vehicle, less any excess.

We will also contact any third parties involved in the accident. If you receive any correspondence from a third party then you should send it to us.

You must fully co-operate during the claims process or recovery action.

### 7.2 Claiming for a broken windscreen, sunroof or other window glass

If your windscreen, sunroof or other window glass is damaged or broken, you should either ring O'Brien on 13 16 16 who will contact us to seek approval to replace or repair the damage if it is covered by the Policy or alternatively call us for a claim form or obtain a copy from our website and return the completed form with the repair quote.

### 7.3 Claiming for a stolen vehicle

If your vehicle is stolen, you should:

- ◆ report the theft to the Police as soon as possible and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss; and
- ◆ contact us on (02) 9966 9777 or 1800 021 156 or at [claims@mbinsurance.com.au](mailto:claims@mbinsurance.com.au) for assistance and advice.

You should then:

- ◆ complete the MB Insurance Group claim form and return it to us
- ◆ wait four weeks to see if the vehicle is recovered.

If your vehicle is recovered, you should immediately notify MB Insurance Group as soon as possible. If your vehicle is not recovered, we will pay you as described in section 2.



**MB INSURANCE GROUP PTY LIMITED (ABN 96 070 982 106)**

*NSW: PO Box Q1233, QVB Post Office NSW 1230*

**Phone (02) 9966 9777 Fax (02) 9928 5656**

**Registered Office:** *Level 12, 115 Pitt Street, Sydney, New South Wales, Australia 2000*

**Website [www.mbinsurance.com.au](http://www.mbinsurance.com.au)**

If you are located in a state outside of NSW please contact the following corresponding office for assistance with any enquiries.

**GENERAL ENQUIRIES**

**QLD: MB Insurance Group Pty Limited**

*Postal: PO Box 1162, Mudgeeraba QLD 4213*

**Phone (07) 5530 2399 Fax (07) 5530 2914**

**VIC/TAS: MB Insurance Group Pty Limited**

*Postal: PO Box Q1233, QVB Post Office NSW 1230*

**Phone (03) 9602 4268 Fax (02) 9928 5656**

**SA: BInsured Pty Ltd**

**Corporate Authorised Representative**

*Postal: GPO Box 11013, Adelaide SA 5001*

**Phone (08) 8410 1788**

**WA/NT/ACT: MB Insurance Group Pty Limited**

*Postal: PO Box Q1233, QVB Post Office NSW 1230*

**Phone 1300 651 004 Fax (02) 9928 5656**

**CLAIMS**

*Postal: PO Box Q1233, QVB Post Office NSW 1230*

**Phone: (02) 9966 9777 Fax (02) 9928 5656**

**[claims@mbinsurance.com.au](mailto:claims@mbinsurance.com.au)**