



Mercedes-Benz Prestige Motor Vehicle Insurance.
Product Disclosure Statement and Policy Wording

Mercedes-Benz Insurance



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 समझने 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 ਕਿ 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 ਪੜ੍ਹਨ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਤੇ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

Contents

About this booklet	5
About QBE	5
About Mercedes-Benz Financial Services	5
Relationship between QBE and Mercedes-Benz Insurance	5
Important Information	7
The cost of this policy	7
No Claim Discount	7
Significant risks	8
Cooling off period	9
General Insurance Code of Practice	9
Privacy	9
Complaints	10
Contacting QBE's Customer Care Unit, AFCA or the OAIC	11
Financial Claims Scheme	11
Policy Wording	12
Our agreement	12
Excesses	12
How much we'll pay	12
Paying your premium	12
Words with special meanings	14
Use of the vehicle	15
Section 1: Cover for your vehicle	17
What you are insured against	17
What you are not insured against	17
What we pay for loss or damage	17
Section 2: Cover for your legal liability	20
Property damage	20
Injury to other persons	21
Legal expenses	21
Additional benefits	22

Optional benefits	27
General exclusions	32
Additional exclusions applying to this Policy	32
General conditions	34
Assistance and co-operation	34
Care and maintenance	34
Changes to your circumstances	35
Other interests	36
Claims	37
What you must do after an accident	37
What you must not do after an accident	37
Assessment guarantee	37
Policy comes to an end following a total loss	38
Preventing our right of recovery	38
Providing evidence and information	38
How claims administration and legal proceedings are undertaken	38
Salvage	39
Claim payment and GST	39
Contribution and other insurance	39
Excesses	40
How we collect the excess	40
What you must pay if you make a claim	40
When you will not have to pay an excess	41
Other terms	42
Cancelling your policy	42
When there is more than one insured	42
Sending you documents	42

About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

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.

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.

About Mercedes-Benz Financial Services

Welcome and thank you for choosing Mercedes-Benz Financial Services Australia Pty Limited ABN 73 074 134 517, AFS Licence No. 247271 (Mercedes-Benz Insurance). Mercedes-Benz Insurance utilises years of local expertise combined with global experience to offer a range of multi-featured products and services to our customers. As members of the worldwide Daimler Group, Mercedes-Benz Insurance is committed to continuous improvement of our products and services, and aspires to insurance industry best practice procedures in all aspects of its business.

Relationship between QBE and Mercedes-Benz Insurance

This Policy is issued and underwritten by QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545) (QBE). Mercedes-Benz Financial Services Australia Pty Limited ABN 73 074 134 517, AFS Licence No. 247271 is authorised to distribute Mercedes-Benz Prestige Motor Vehicle Insurance on behalf of QBE acting under its own AFSL.

All claims are made to and handled by QBE Insurance (Australia) Limited and not Mercedes-Benz Insurance.

For more information

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact Mercedes-Benz Financial Services on 1300 730 200.

Making a claim with QBE

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- 1300 730 200 - this is the standard Mercedes-Benz Financial Services call centre number which is provided for convenience. Follow the prompts to take you directly to QBE to make a claim, for all claims handling and any enquiries about an existing claim.

We'll only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. In an emergency outside normal business hours you may ring our emergency service on 1800 023 387 for assistance.

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- the make and model of the insured vehicle(s),
- the age of the insured person and any drivers you have told us about,
- the place where the vehicle(s) are usually parked,
- previous claims history of the insured person and any drivers you have told us about.

If you have a claim any excess payable by you will be shown on your Policy Schedule

No Claim Discount

You may qualify for a No Claim Discount when you have a good claims history and purchase a Comprehensive Policy. The No claim discount is a discount we apply to the premium we calculate before optional extras, government charges as well as adjustments based on how long you have continuously held your Policy for your Vehicle with us and the voluntary excess amount you choose.

How do we determine your No Claim Discount when you buy a new Policy?

When you buy a new Comprehensive Policy we ask you to tell us what No Claim Discount you had before you insured with us. The No Claim Discount levels we have are:

No Claim Discount Levels	Discount
Rating 1, 5 years claim free	Up to 60%
Rating 2, 4 years claim free	Up to 50%
Rating 3, 3 years claim free	Up to 40%
Rating 4, 2 years claim free	Up to 30%
Rating 5, 1 years claim free	Up to 20%
0 years claim free	0%

What happens to your No Claim Discount when you renew your Policy?

On renewal your No Claim Discount may be reduced based on the number of claims, the types of claims you have made, the value of loss incurred under this Policy and if your Policy Schedule shows you have opted into the following Optional benefit; Protected No Claim Discount clause.

The table below explains how your No Claim Discount is affected by different claims each Policy period:

Type of claim	Changes to No Claim Discount Rating at Renewal	Changes to No Claim Discount Rating at Renewal with Protected No Claim Discount clause
<p>No Claims for the policy period</p> <p>or</p> <p>Only Claims where your vehicle did not cause or contribute to the incident claimed and you provide us with:</p> <ul style="list-style-type: none"> - the full name and address of each responsible person involved in the incident in the event that this is reasonably possible and; - each vehicle's registration number, if they were using a vehicle. <p>Or</p> <p>Windscreen or window glass only claims</p>	<p>Your discount increases by one rating level, up to the highest level of Rating 1.</p>	<p>Your discount will not change from the highest level of Rating 1.</p>
<p>Any other claims</p>	<p>Your discount decreases by up to two rating levels for each claim.</p>	<p>If you have one claim, your discount will not change from the highest level of Rating 1</p> <p>For more than one claim, your discount decreases by up to two rating levels for each claim.</p>

Each year we re-calculate your premium. Your premium may still change due to underwriting and other factors.

Significant risks

Your sum insured may not be adequate.

If you have insured your vehicle for an agreed value, we will replace your vehicle with an equivalent vehicle or pay the agreed value shown on your Policy Schedule. You should review the agreed value of your vehicle at the time of each renewal of your Policy.

Cover on your vehicle includes standard equipment for the particular make and model of your vehicle fitted by the original manufacturer. Some limits apply to other equipment and accessories unless they are specified on your Policy Schedule. You should refer to the section headed 'What you are insured against' under 'Section 1: Cover for your Vehicle' for details of these limits. It is important that you ensure all equipment and accessories valued above the policy limits are separately listed on the Policy Schedule with their respective agreed values otherwise the maximum amount the Insurers will pay for any part or item will be its current market value.

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, contact Mercedes-Benz Insurance on 1300 730 200.

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

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.

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 Customer Support Policy is available at qbe.com/au.

Privacy

QBE take the security of your personal information seriously.

QBE will collect personal information when you deal with us, our agents, other companies in the QBE group, distributors who arrange insurance for us or suppliers acting on our behalf. We will use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in more detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit qbe.com/au/privacy or contact Customer Care.

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 satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's Customer Care Unit, AFCA or the OAIC

How to contact QBE Customer Care	
Phone	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.
Email	<ul style="list-style-type: none"> • complaints@qbe.com, to make a complaint. • privacy@qbe.com, to contact us about privacy or your personal information. • customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA	
Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC	
Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

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 more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA	
Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Any applicable supplementary product disclosure statement (SPDS)
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

Paying your premium

Your premium and the date it's due are shown on your Policy Schedule.

Annual premium

We will let you know how much premium you need to pay us, how to pay it and when. If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay your premium your Policy may be cancelled and we'll write to let you know when this will happen.

Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due to allow us to process the change in time.

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If you don't want to renew, you must tell us at least 7 days before your Policy's end date so that we can arrange for the direct debit to stop in time.

Adjustment of premium on renewal

If we agree to renew your Policy, we will send you a renewal offer. If you make any changes to your Policy after we send you our renewal offer, and we agree to continue to insure you, we'll send you an updated renewal offer and you'll need to pay us any additional premium to ensure your cover is not affected. If you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

Where you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance, no additional premium increase will be applied until the next renewal period.

This condition doesn't affect any other rights we have at law or under this Policy.

If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date to allow us to process the change in time.

Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or term	Meaning
Act of terrorism	Any act, or preparation in respect of action, or threat of action designed to influence any government of any nation or any political division of it, 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 whether acting alone or on behalf of or in connection with any organisation or government, and which: <ul style="list-style-type: none"> • 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.
Agreed Value	The amount we agree to insure your vehicle for during the period of insurance shown on your Policy Schedule. The agreed value includes the value of insured accessories and equipment.
Family	Any member of your family who lives permanently with you, including your partner.
Financier	The person or entity with a security interest in your vehicle.
General Average	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 salvage costs incurred by a ship owner in preserving the vessel and cargo.
Market value	The value of your vehicle in your local area immediately before the incident. To determine this value we may use recognised industry guides and consider things like the make, model, age, kilometres travelled, both factory-fitted and legal aftermarket modifications and accessories, and the general condition of your vehicle.
MVIRI Code-approved assessor	An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.
Not-at-fault	When the driver of your vehicle did not cause or contribute to the incident claimed and you provide us with the full name and address of each responsible person, or if they were using a vehicle, each vehicle's registration number.
Period of insurance	The time between the start date and end date shown on your Policy Schedule during which we have agreed to provide cover. If your Policy is cancelled, or your vehicle is a total loss and we make a total loss payment or replace your vehicle under your Policy, the period of insurance ends.
Policy Schedule	The most recent Policy Schedule we have sent you. It shows the information that forms the basis on which we've agreed to insure you, including information about you, your vehicle and its drivers. You'll receive a new Policy Schedule when you buy, renew or make a relevant change to your Policy.
Premium	What you pay us to insure you. It's the cost of this Policy.

Word or term	Meaning
Ridesharing	Where your vehicle is used solely or partially to transport people for a fee, such as through a rideshare company's booking app. Ridesharing also includes the use of your vehicle for personal purposes. Ridesharing does not mean using your vehicle as a taxi or for car-pooling without payment.
Security Interest	Means a security interest as defined in Section 12 of the Personal Property Securities Act 2009 (Cth).
Suitable hire car	A hire car that takes into account: <ul style="list-style-type: none"> 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.
Vehicle	The vehicle described in the Policy Schedule
We, our or us	QBE Insurance (Australia) Limited, ABN 78 003 191 035 AFSL 239545.
You or your	The person(s), companies or firms named on the Policy Schedule as the 'Insured'.

Use of the vehicle

We cover your vehicle for the type of use shown on the Policy Schedule. Refer also to the section titled 'General Exclusions'.

Private Use means

Your vehicle must be registered for 'private use' only in your name and used for the following purposes:

- social, domestic and pleasure purposes
- demonstration for sale
- in connection with servicing, repairing and subsequent testing
- for tuition, as long as it is not for payment
- towing a caravan, trailer or vehicle, as long as it is not for payment
- driving to or from work
- in connection with your occupation or business as, long as:
 - it is driven only by you, and
 - the vehicle is not registered for business use, and the business use is not the main function/use of the vehicle.

Private use does not cover for loss or damage if your vehicle is being used for Ridesharing, let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment, other than private pooling arrangement.

Executive Use means

Your vehicle is registered for 'business use' but is used only for the following purposes:

- social, domestic and pleasure purposes
- demonstration for sale
- in connection with servicing, repairing and subsequent testing
- for tuition, as long as it is not for payment
- driving to or from work
- towing a caravan, trailer or vehicle, as long as it is not for payment.

Executive use does not cover loss or damage if your vehicle is being used for Ridesharing, let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment, other than private pooling arrangement.

Business Use means

Your vehicle is registered for 'business use', but is used only for the following purposes:

- in connection with your business or occupation
- social, domestic and pleasure purposes
- demonstration for sale
- in connection with servicing, repairing and subsequent testing
- for tuition, as long as it is not for payment
- towing a caravan, trailer or vehicle, as long as it is not for payment.

Business use does not cover loss or damage if your vehicle is being used for Ridesharing, let on hire or is being used by you or someone authorised by you to carry passenger or goods for payment, other than private pooling arrangement.

Section 1: Cover for your vehicle

What you are insured against

We cover you against loss or damage to your vehicle shown in the Policy Schedule.

Cover on your vehicle includes:

- (a) Standard fitted equipment for your particular make and model of your vehicle fitted by the original manufacturer.
- (b) Any fitted specified equipment or accessories shown on the Policy Schedule.
- (c) Other fitted accessories, and your vehicle's tools or spare parts in or on your vehicle, up to \$500 in total.
- (d) Theft or accidental loss or damage to your vehicle.

What you are not insured against

We do not cover your vehicle for the following:

- (a) damage to its tyres caused by the application of brakes, road punctures, cuts or bursting, unless caused as a result of an incident covered under the type of cover you have selected or people acting maliciously
- (b) depreciation, wear, tear, rust or corrosion
- (c) failure or breakdown of a structural, electrical, mechanical or electronic nature
- (d) faulty design or workmanship of your vehicle parts. However, we do cover you for loss or damage to your vehicle resulting from faulty design or workmanship if such loss is otherwise covered by this Policy
- (e) mechanical damage caused by escape of oil or coolant unless whilst your vehicle is being driven by a thief
- (f) loss or damage to your vehicle as a result of using a type of fuel that is not intended for the specific make and model of your vehicle and engine.

What we pay for loss or damage

We treat the loss or damage as either a:

- (a) partial loss, or
- (b) total loss.

These types of losses are defined below and we settle on the terms described:

Partial loss

If we repair your vehicle, we will repair it to a similar condition to that which it was in before the loss or damage occurred.

If it is necessary to repair it to a better condition than it was in before the loss or damage occurred, then we may ask you to contribute the additional amount to repair it to the better condition.

If this may be necessary, we'll talk to you beforehand about how you would like to proceed.

If you have insured any accessories we will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear.

Genuine parts guarantee

If your vehicle is damaged in an accident we will repair, replace any damaged part where required and incident related with a genuine part for your make and model. We will only do this if the part is locally available at the time of repair.

Lifetime repair guarantee

We will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle.

The guarantee only extends to repairs that have been authorised and managed by us.

In the event of a claim on the guarantee, we would need to confirm that the fault resulted from the repairs that we authorised and not from another cause. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and arrange any additional repairs that we agree with you are necessary.

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

We are also unable to offer the guarantee where you have chosen the repairer and we have paid you the reasonable cost of repairs.

Imported vehicles

If your vehicle has been imported and any part is not available in Australia, we will only pay for the cost of parts used in the repair of your vehicle up to the manufacturer's recommended list price in Australia. However if such list is not available, we will only pay for the cost of the parts (including installation) plus the cost of freighting such parts by sea transport.

If there is a delay in the repair process due to the importation of parts, you are not covered for any loss of use of your vehicle during that time.

Total loss

AN MVIRI Code-approved assessor will assess your vehicle to be a total loss if it is: damaged and uneconomical to repair, or stolen and not found within 14 days of its theft being reported to the police, and your claim is in order

We will settle the claim on the basis of market value or agreed value depending on the cover shown on the Policy Schedule.

Market value

If you have insured your vehicle for market value, we will either:

- replace your vehicle with an equivalent vehicle if you meet the conditions of 'Replacement with a new vehicle'; or
 - pay you its market value at the time of the total loss, including the cost of insured accessories to replace them as new, less depreciation.
-

Agreed value

If you have insured your vehicle for agreed value, we will either:

- replace your vehicle with an equivalent vehicle if you meet the conditions of 'Replacement with a new vehicle', or
- pay the agreed value shown on the Policy Schedule.

Replacement with a new vehicle

We will replace your vehicle with a new vehicle of the same model or series so long as it is available in Australia and:

- your vehicle is a total loss, and
- you purchased it new from the manufacturer or their dealer or as a demonstrator vehicle, and
- your vehicle is less than 36 months old from when it was first registered, and
- where your vehicle is financed, your financier has given us written consent.

If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. If we cannot agree on a replacement vehicle, we will pay you the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

If the Excess is applicable it is payable at the time we replace your vehicle

We also pay the registration, stamp duty and dealer charges for the period registered but not exceeding 12 months on the new vehicle but any refund of registration fees or stamp duty applicable must be refunded to us.

Financier

If a security interest is registered over your vehicle, we will:

- pay the financier the sum insured, up to the amount required to discharge your loan or finance agreement; and
- if applicable, pay you the remaining balance of the sum insured;

Or

If no security interest is registered over your vehicle, we will either:

- pay you the sum insured; or
- if your vehicle is less than 36 months old, we may replace your vehicle in accordance with the terms of 'Replacement with a new vehicle' ('Section 1: Cover for your vehicle').

Discharging a security interest

You must take the necessary steps which we require to remove any security interest in your vehicle after your loan or finance agreement has been discharged.

Salvage

If we replace your vehicle or pay you the market value or agreed value, your vehicle and its insured equipment becomes our property.

Section 2: Cover for your legal liability

Property damage

Damage to property

We will pay the amount you, or any person you have allowed to drive, use or to be in charge of your vehicle may be held legally liable to pay, for accidental damage to property belonging to other people caused by or arising out of the use of:

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

Property under your control

We do not cover the legal liability of you or the driver of your vehicle for damage by your vehicle to any property belonging to you or the driver of your vehicle, or any property in your or the driver's care or custody, except to:

- a residential building that you are renting or is on loan to you, or
- employee's or visitor's vehicles and their contents while contained in a car park provided by you.

Substitute vehicle

We cover your legal liability to pay for accidental damage caused by a registered vehicle used by you as a substitute while your vehicle is being serviced, repaired or is not driveable. There is no cover for loss or damage to the substitute vehicle.

We give you this benefit only if:

- the substitute vehicle is not already covered under another insurance policy, and
- the substitute vehicle is not owned by you and you have the owner's permission to drive it.

Your employer's or principal's liability

We will pay the amount that your employer, principal or partner may be held legally liable to pay, for accidental damage to property belonging to other people as a result of an incident covered by this Policy while you are using your vehicle on business, as long as it is not a use that is excluded by this Policy as described under 'Use of the vehicle'.

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.

Passenger Liability

We will insure a passenger who is lawfully travelling in or getting in or out of your vehicle or a substitute motor vehicle.

What we pay for legal liability for damage to other people's property

We will pay up to the maximum amount shown on the Policy Schedule, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under the heading 'Property damage', in this section.

Injury to other persons

We will pay the amount which you, or any person driving, using or in charge of your vehicle with your permission may be held legally liable to pay by way of compensation or damages (excluding aggravated, punitive or exemplary damages) for death or bodily injury to persons arising out of the use of your vehicle.

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
- an employee of yours or who is deemed by any law to be your employee arising out of their employment with you.

We do not pay if:

- (a) your vehicle is not registered
- (b) you or any person using your vehicle:
 - is wholly or partly covered 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 insurance, even though there may have been a change in the law during that period of 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.
- (c) If your vehicle is registered in the Northern Territory of Australia.

What we pay for legal liability for injury to other persons

We will pay up to the maximum amount shown in the Policy Schedule, for all claims arising out of any one incident or series of incidents arising out of the one cause or event covered under 'Injury to other persons', in this section.

However, we do not pay more than this amount in total under all policies we have issued to you in relation to loss, damage or liability arising out of any one incident.

Legal expenses

Where you need to obtain legal advice or representation in defending or settling a claim arising out of or in relation to any one incident covered by this Policy, we will pay your reasonable legal costs and expenses. You will need to speak to us first before you incur those costs. We pay this in addition to the amount payable under 'Damage to property' and 'Injury to other persons', in this section.

Additional benefits

If you make a claim under this Policy and your claim is accepted, we will also give you the following additional benefits:

Car Pooling agreement

We will pay for accidental loss or damage when your vehicle is being used in a car pooling agreement, including travelling to and from work, as long as any payment by passengers does not involve commercial use for profit.

Change of vehicle

We will cover any permanent replacement sedan, wagon or van, from the time of its purchase for 21 days under the terms of this Policy if you:

- have disposed of the replaced vehicle, and
- bear any additional excess applicable to the replacement vehicle in the event of a claim.

If before you have given us full details as required below, the replacement vehicle is damaged or stolen, the maximum amount payable is the purchase price of the replacement vehicle up to \$150,000.

If you give us details of your replacement vehicle within 21 days of its purchase we will insure it for the remainder of the period of insurance, if it is acceptable to us and you pay us any additional premium we may require.

If your replaced vehicle was due to a total loss claim under this Policy this benefit does not apply.

Child seat or baby capsule

We will pay for loss of damage to a child's seat or baby capsule that is stolen from your vehicle or damaged in an accident or fire while in your vehicle.

Choice of repairer

We will arrange for a licenced Mercedes-Benz Autobody Repairer to repair damage to your vehicle.

You may also choose any licensed repairer to repair your vehicle. However we may invite, accept, adjust or decline estimates or arrange to move your vehicle to another repairer acceptable to both of us.

Reasons why we may not be able to accept your chosen licensed repairer's estimate include but are not limited to:

- they don't have the equipment or expertise to repair your vehicle
- the scope of repairs may not be correct; or
- their estimate is not competitive.

Mercedes-Benz Agility Finance Program Customers: Should you elect to take your vehicle to a licenced Mercedes-Benz Autobody Repairer or an agreed repairer, it will be repaired by qualified technicians, using only genuine Mercedes-Benz parts in accordance with the Agility finance contract repurchase return condition clause. By insuring with Mercedes-Benz comprehensive insurance, we will guarantee all repairs will be completed in accordance with the repurchase return condition clause.

Cleaning up after an accident

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

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

Driver accident compensation benefit

We will pay the following scale of benefits to the driver of your vehicle who is injured as a result of an accident while driving your vehicle if:

- the driver was driving your vehicle with your consent
- the claim has been accepted under this Policy, and
- the driver is not entitled to any benefits under any compulsory statutory insurance scheme or accident compensation scheme, or would have been so entitled if:
 - it were not for the application of any excess or deductible applying under the scheme, or
 - compensation under the scheme had not been refused, because you did not register our vehicle or apply for cover under the scheme.

Table of Injury and Benefit

Injury	Benefit
Quadriplegia (total paralysis of both legs and both arms)	\$100,000
Paraplegia (total paralysis of both legs and a part of or the whole of the lower half of the body)	\$75,000
Permanent Total Disablement	\$50,000
Loss of entire sight in both eyes	\$25,000
Loss of entire sight in one eye	\$10,000
Permanent total loss of use of one limb (at or above the wrist or ankle) if the disability has continued for at least 12 months and is beyond the reasonable possibility of improvement	\$10,000

The disability must occur within 90 days of the date of accident for any of the benefits to be given.

We will pay only one of the benefits mentioned above for any one accident.

We will not pay a claim unless the injured person undergoes any medical examinations during any period we may require in order to assess the claim. (We will arrange the examinations and pay the costs.)

Essential Temporary Repairs

We will pay for repairs up to \$500 (over and above any applicable excesses) if you are more than 150 kilometres from the normal nightly parked address and they are necessary to enable you to continue your journey.

Funeral expenses

As a result of an accident in an insured vehicle covered under the Policy your driver sustains a fatal injury, whether or not death occurs at the time of the loss, we agree to pay for associated burial or cremation costs and include travel costs within Australia for the deceased driver or any member of the immediate family. This benefit will not be reduced by any accident compensation and we will pay up to \$5,000 in total for any one period of insurance.

Hire car costs following theft

If your vehicle is stolen and the theft is covered under this Policy, we will arrange and pay the reasonable daily cost of a suitable hire car until:

- your vehicle is recovered and repaired, or
- we settle your claim if your vehicle is a write off

up to a maximum of 14 days, whichever happens first.

Alternatively, if you choose to arrange and pay for the hire car we will reimburse the reasonable daily cost of a suitable hire per day:

- for a maximum of 14 days, or
- up to a maximum amount of \$2000,

until:

- your vehicle is recovered and repaired, or
- we settle your claim if your vehicle is a write off.

If you arrange and pay for the hire car, we are not responsible for ensuring that a hire car is available. We need you to give us a copy of the rental agreement or any receipts for the hire car so that we can reimburse you. If the cost of the hire car is more than the maximum amount shown above, you will have to pay the difference.

Regardless of how the hire car is arranged, we do not pay for:

- loss or damage to the hire car,
- any costs to run the hire car including the cost of fuel,
- any insurance excess or other costs, including rental bonds which you may be liable for under the hire agreement, or
- any other additional hire costs.

Locks and keys

If your keys are lost, destroyed or damaged, or if there are reasonable grounds to believe the keys may have been illegally duplicated, we will pay the costs of replacing and recoding the locks and/or keys. We will pay up to \$2,000 during any one period of insurance and this benefit is not subject to loss or damage to the vehicle covered under this Policy.

Personal property

If your personal property is lost or damaged in an event covered by this Policy we will pay for the loss or damage of such personal property.

However, we will not pay for more than the actual value of the property, that is, we will only pay the new replacement cost of any item which can be purchased in Australia less an allowance for age, wear, tear and depreciation.

There is no cover under this section:

- if the vehicle is only broken into whilst parked,
- for money, cheques or negotiables,
- for unset gemstones, gold or silver nuggets,
- for any animal, bird or fish,
- for trade tools, stocks or samples,
- for mobile phones, computers or any other electronic devices, unless they are disability or medical devices you are required to carry, or
- for GPS or personal music devices.

In this clause, 'personal property' means private household or personal possessions belonging to you or any member of your family who normally lives with you.

The maximum amount we will pay is \$500 for any one event.

Returning your vehicle after stolen

We will pay for the reasonable costs of returning your vehicle to the place where it is normally parked if it is found after having been stolen.

Should the cost of returning the vehicle plus the necessary repairs exceed the relevant agreed value or market value at the time of the theft, we reserve the right to treat the vehicle as a total loss.

Sign writing – Applicable only to vehicles registered for business use

We will cover you for loss or damage to sign writing or fixed advertising signs or material forming a permanent part of your vehicle at the time of the loss or damage.

Towing

If your vehicle is not driveable following an accident or theft covered under the policy, we will pay for the reasonable costs of:

- towing your vehicle to the repairer nearest to where it was damaged, or
 - any other place that we first approve.
-

Trailer cover

We will pay for theft, or accidental loss or damage to any trailer (other than a caravan) which is owned by you while it is:

- attached to your vehicle, or
- detached from your vehicle but within the domestic land boundaries of your usual home as long as it was not in a common area of home units, flats and the like.

We do not pay for any property in or on the trailer.

The maximum amount we will pay is the market value of the trailer, limited to \$1,000.

Travelling & accommodation expenses

We will pay for any reasonable travelling and accommodation expenses resulting from a claim for accidental damage, fire or theft to your vehicle which are accepted under this Policy, as long as at the time of accident, fire or theft your vehicle was more than 150 kilometres from the address where it is normally parked at night.

We will not pay if you had intended to pay for overnight accommodation in any event.

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

Optional benefits

You can also choose to have cover under any or all of the following optional benefits. You must pay us any additional premium we ask for, and we will confirm your cover by showing the optional benefits you have chosen on your Policy Schedule.

Hire car costs following an accident

If your vehicle is damaged in an accident which is covered under this Policy, and your claim is accepted, we will arrange and pay the reasonable daily cost of a suitable hire car:

- for a maximum of 14 days, or
- until your vehicle is repaired, or
- we pay your claim

whichever happens first.

Alternatively, if you choose to arrange and pay for the suitable hire car we will reimburse up to the maximum daily rate shown on your Policy Schedule:

- for a maximum of 14 days, or
- until your vehicle is repaired, or
- until we pay your claim

whichever happens first.

If you arrange and pay for the hire car, we are not responsible for ensuring that a hire car is available. We need you to give us a copy of the rental agreement or any receipts for the hire car so that we can reimburse you. If the cost of the hire car is more than the maximum daily rate shown on your Policy Schedule, you will have to pay the difference.

Regardless of how the hire car is arranged, we do not pay for:

- loss or damage to the hire car,
- any costs to run the hire car including the cost of fuel,
- any insurance excess or other costs, including rental bonds which you may be liable for under the hire agreement, or
- any other additional hire costs.

We will not cover you under this optional benefit if:

- the only damage to your vehicle is a broken or damaged windscreen or window glass; or
- your vehicle is stolen, because you may be able to claim under the 'Hire car costs following theft' additional benefit.

Windscreen protection

If the only damage in an accident is a broken or damaged windscreen or window glass the standard excess shown in the Policy Schedule does not apply for any windscreen or window glass claim.

Protected No Claim Discount

If you are involved in an accident and you make a claim where your No Claim Discount would normally be affected, then your No Claim Discount entitlement will not be reduced at renewal of your Policy provided you:

- are, at the time of the accident, on maximum No Claim Discount, and
- do not have more than one claim, where this clause is applicable, in any one annual period of insurance.

See No Claim Discount for more information

Excess free tyre and rim

This benefit is designed for customers who would like the option to make excess free claims for up to:

- two tyres, and
- one rim,

in the period of insurance which won't affect their no claim discount.

We expect this to be because the cost to repair damage to a tyre or a rim may be below the standard excess for your Policy.

Important notice about this optional benefit

If you claim under this optional benefit it will reduce:

- the number of standard benefits we give you under the Policy,
- the amount we pay for the standard benefits which apply when you claim.

Words with special meanings in this tyre and rim cover optional benefit

When we say	We mean
Rims	A wheel rim fitted to your vehicle, including a similar replacement wheel rim.
Rim damage	Your rim is accidentally physically damaged or warped. The rim damage must either: <ul style="list-style-type: none"> • make the rim un-roadworthy, or • result in it failing to seal as a result of cracking or warping. Rim damage doesn't include cosmetic damage such as scratching, denting or any other cosmetic damage which only affects how the rims look.
Tread wear indication	The bar across the base of the tread that shows when a tyre has reached its minimum legal tread depth.
Tyres	A tyre fitted to your vehicle, or any similar replacement tyre.
Tyre damage	Your tyre is accidentally damaged and it can't be repaired to a roadworthy standard.

What we give you

If you claim under this optional benefit, we'll waive the standard excess if your vehicle suffers:

- tyre damage, to up to two tyres, and/or
- rim damage, to one rim,

during the period of insurance and we won't record such claims against your No Claim Discount.

Excess free tyre and rim optional benefit - Additional benefits you can claim for

If you claim under this optional benefit, you'll only be eligible to claim for these additional benefits under your Policy

Towing

If you can't drive your vehicle after it suffers tyre damage or rim damage, we'll pay the reasonable cost to tow it to:

- the repairer nearest to where it was damaged, or
- any other place that we first approve.

The most we'll pay to tow your vehicle is \$140.

Hire Car

If you can't drive your vehicle after it suffers tyre damage or rim damage, we will arrange and pay the reasonable daily cost of a suitable hire car for a maximum of three days while your tyres or rims are being repaired or replaced.

Alternatively, if you choose to arrange and pay for the hire car we will reimburse up to \$40 a day for a maximum of three days while your tyres or rims are being repaired or replaced. If you arrange and pay for the hire car, we're not responsible for ensuring that the hire car is available. You must also give us a copy of the rental agreement or any receipts for the hire car so that we can reimburse you. If the cost of the hire car is more than \$40 a day, you have to pay the difference.

We won't pay if the delay is due to any delay or instruction on your part.

Regardless of how the hire car is arranged we don't pay for:

- additional hiring costs
- running costs, including the costs of fuel
- damage to the hire car
- any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement.

Accommodation

We will pay you up to \$120 for accommodation expenses if your vehicle:

- is immobilised or un-driveable after it suffers tyre damage or rim damage, and
- is more than 100kms from the address where it's normally parked at night.

We won't pay your expenses if you had intended to pay for overnight accommodation in any event.

Excess free tyre and rim optional benefit additional exclusions

These exclusions are in addition to exclusions listed in this wording.

You can't claim under this optional benefit if the tyre damage or rim damage is caused by:

- faulty design or manufacture or any inherent defect, fault or failure including when the steering, geometry or tracking of the vehicle to which the tyre or rim is fitted does not comply with the manufacturer's recommendation or is otherwise defective
- the fitting of a non-original component other than a component fitted, supplied and warranted by your vehicle's manufacturer
- continued use of a damaged part and you not having the damaged part repaired after a fault occurs
- failure to follow manufacturer's recommendations or other proper maintenance procedures including but not limited to ensuring that appropriate tyre pressures are maintained at all times
- oxidation, dry rot, corrosion, flat spots or where the tyre has been used extensively as a run-flat tyre
- sabotage, vandalism, freezing, hail, flood or impact and any negligence, abuse, or misuse in respect of the tyre or rim.

You can't claim under this optional benefit if the tyre damage or rim damage is a result of:

- a motor vehicle collision or from scratching or denting
- being driven on any beach, four-wheel drive track or off-road
- scratching or bruising
- applying brakes resulting in a flat spot
- previous repairs, other than the repair of punctures
- being used when the tyre or rim is in an unsafe condition, and you knew or should have known that the tyre or rim was unsafe to use
- your vehicle being driven on a road that is not regularly maintained
- your tyres or rims being fitted to a vehicle
 - which has been modified from the manufacturer's original specifications, and
 - where a modification causes the damage
- being fitted to a vehicle which has a suspension or shock absorber failure or defect
- the depth of tread on any part of the tyre surface being below any tread wear indicator
- the tyre or rim being considered un-roadworthy in accordance with the relevant State transport authority standards.

You can't claim under this optional benefit if the tyre damage or rim damage is:

- to a re-treaded tyre or space saver tyre
 - covered by a manufacturer's or dealership warranty
 - for faulty or bad workmanship occurring during the repair, maintenance, alteration, modification, or overhaul of the tyre or rim.
-

You can't claim under this optional benefit for:

- any non-damaged rim(s) for the purpose of matching a set of rim or tyres
 - any increase in cost which is above the manufacturer's last published price list to replace any tyre or rim that is no longer available
 - the cost of normal maintenance, alignment and parts and consumables
 - any expenses you may incur due to a manufacturer's recall
 - any consequential loss of any nature.
-

General exclusions

These general exclusions apply to all sections of this Policy.

Operations of law, war, nuclear material or terrorism

There is no cover under any section of your Policy for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with:

- compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
- invasion, acts of foreign enemies, hostilities, war or war- like operations (whether war be declared or not), or civil war;
- mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;
- any act of terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.

Sanctions limitation and exclusion clause

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.

Laws impacting cover

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.

Additional exclusions applying to this Policy

Your Policy does not cover any loss or damage, if your vehicle:

- (a) was not reasonably secured against further damage or theft, following an accident
- (b) was being driven by someone:
 - › who does not hold a legal driving licence to drive your vehicle in Australia, or
 - › who is under the influence of alcohol or drugs, or
 - › whose blood alcohol reading exceeds the legal limit (unless there is a law that says otherwise), or
 - › who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any State or Territory in which the accident occurred.

However, we do give cover if you have allowed another person to drive your vehicle, but you did not know or could not be reasonably expected to know that they were not so licensed or would be under the influence of alcohol or drugs.

Where permitted by law, we reserve the right to recover the amount we pay from the driver of your vehicle at the time of the loss or damage.

- (c) is stolen or is involved in an accident and you incur costs because you cannot use your vehicle – except as may be covered elsewhere in the policy

- (d) has been modified in a way that increases its designed top speed or performance and we were not told this and agreed to it in writing
- (e) is being used to carry more passengers or carrying or towing a heavier load than it was designed for, unless this did not contribute to the loss or damage
- (f) or an attached caravan or trailer was being used when you knew or should have known it was un-roadworthy or unsafe, unless this did not contribute to the loss or damage
- (g) is being used in a test, trial, experiment or demonstration other than a demonstration for the purpose of selling the vehicle or involved in a defensive driving course
- (h) is being used or tested in preparation for racing, pace making, reliability trial or a speed or hill climb
- (i) is let on hire, used to carry passengers for payment, other than car pooling arrangements, or to carry other people's goods for payment
- (j) is used for purposes other than those shown in the Policy Schedule
- (k) is not registered for use on a public road
- (l) runs on rails or is designed to run in water such as in a lake or sea
- (m) has been legally seized or repossessed
- (n) is outside Australia except when being transported between places in Australia
- (o) is being used when it is an unsafe condition, and you knew or should have known that it was unsafe to use.

Your Policy does not cover any loss damage or liability arising out of:

- (a) your failure to comply with a condition of this Policy
 - (b) a deliberate act by you or anyone acting with your permission except when it is to avoid or reduce damage which would otherwise happen
 - (c) any intentional criminal or dishonest act by you or any person acting with your consent
 - (d) your admission of liability or fault for damage or injury without our consent, except where such liability would have been incurred even if you had not admitted fault or liability
 - (e) the illegal carrying of quantities of inflammable liquids, gases or explosives.
-

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

Assistance and co-operation

You must provide reasonable assistance to us, including:

- Being truthful and frank at all times
- Providing us with relevant information and documents, such as proof of purchase or repair quotes, if needed
- Telling us promptly if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer
- Attending one or more interviews about the claim if we ask you to
- Making your vehicle available for us to inspect or examine
- Taking your vehicle, or allowing us to take it, to a place we require
- Responding to our requests in a timely manner.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our suppliers or third parties involved in an incident.

If you don't co-operate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor, for example:

- Leaving your car keys inside your vehicle and leaving it unattended, such as when going to pay for petrol
- Failing to lock your vehicle's windows and doors when you leave it unattended
- Continuing to drive your vehicle after it has been damaged or is overheating
- Not securing your vehicle after it has broken down, been damaged or you've been notified it has been found after it was stolen

There is also no cover if:

- You've given someone else permission to use your vehicle and then they steal it
 - You or anyone using your vehicle admits fault or liability for an incident, unless we would have provided cover under your Policy anyway
-

At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy

There is no cover if, at the time of the incident, your car:

- Did not meet registration requirements in your state or territory; or
- Was unroadworthy or in an illegal condition, unless its conditions did not cause or contribute to the incident.

Changes to your circumstances

You must tell us as soon as possible if any of the information on your Policy Schedule is incorrect or has changed. For example, you must tell us if:

- your vehicle is replaced or sold
- there is a change in the ownership of your vehicle
- the address where your vehicle is usually kept changes, including changes to where the vehicle is stored
- there is a change to how your vehicle is used
- you want to list other drivers on the Policy
- your contact details like email, phone number or mailing address change
- you want to change cover options that you have selected
- you wish to modify your vehicle from the manufacturer's specifications
- a non-standard accessory has been added, or
- there is any other change to the details listed in your Policy Schedule

If you don't tell us, we may reduce or refuse to pay a claim.

When you tell us about a change or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes. If you request any change to cover (for example, you choose to add a cover option) and we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium.

If an additional premium is required, the change to your cover will only become effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium, or
- you have paid the additional premium by the due date we give to you. If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the most recent contact details you provided to us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement Policy Schedule. If you request any change to cover and we don't agree to the change, then we will let you know and the Policy will continue unchanged.

If you tell us about a change in your vehicle or vehicle's value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium.
- if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
 - if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
 - you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your Policy. We will use the latest contact details you provided us to notify you of the cancellation date, which will depend on factors including:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium,
- the premium you have already paid on your Policy; and
- the remaining period of insurance.

You will not receive a refund as we will use the premium you have already paid to delay the cancellation date by as long as possible. If you pay the additional premium after we notify you but before the cancellation date, then we will no longer need to cancel your Policy.

Other interests

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who will be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.

Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

What you must do after an accident

If an incident happens which may give rise to a claim you must:

- take all reasonable steps to secure your vehicle to prevent further loss, damage or liability
- notify the police as soon as possible if your vehicle or any of your property is stolen or maliciously or intentionally damaged 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
- tell us as soon as possible. We will provide you with a claim form and advice on what to do
- supply us with all relevant information we reasonably require to settle or defend the claim
- notify us of any other insurance covering the same loss, damage or liability
- send to us as soon as possible any letter or communication from other parties
- tell us as soon as possible of any notice of impending prosecution or details of any inquest or official inquiry.

In an emergency outside normal business hours you may ring our emergency service on 1800 023 387 for assistance.

If in doubt at any time, ring us on 1300 361 823.

What you must not do after an accident

In the event of an incident that may give rise to a claim, you must not:

- admit liability if an accident occurs which is likely to result in someone claiming against you
- make an offer, settlement, promise or payment
- incur any costs or expenses without our written consent, in respect of any right or claim which may be the subject of a claim by you against us under this Policy
- authorise repairs to your vehicle without our prior consent. However you may authorise:
 - the fitting of an identical replacement windscreen or window glass
 - repairs under the Additional benefit 'Essential Temporary Repairs'

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

Assessment guarantee

We undertake to assess your vehicle within one working day of being notified of an incident resulting in a claim, if your vehicle is at a repairer in the metropolitan area of any major city.

Policy comes to an end following a total loss

If your vehicle is a total loss and we pay you the market value or agreed value or replace your vehicle, then the Policy will come to an end and you will no longer have any cover. This means you will not be entitled to make any further claim under this Policy and:

- where the premium has been paid in full for the period of insurance there will be no refund of any premium, or
- where the premium is paid by instalments, we are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

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

If you've other vehicles insured on the Policy, then your regular instalments will be reduced up until your Policy renewal date because there will be fewer vehicles to cover. This lasts until your Policy renewal date, which you can find on your Policy Schedule.

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.

Providing evidence and information

You must be able to demonstrate that you've suffered a loss covered by your Policy for a claim to be accepted. We may ask you for this information if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following records:

- the cost of purchase of your vehicle or any accessories,
- proof or evidence of ownership of the vehicle, and
- service and repairs conducted on the vehicle.

How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance which may include giving us statements, documents or evidence in any legal proceedings. This may also include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after we pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

Claim payment and GST

We pay claims inclusive of GST unless the owner of the vehicle 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.

Unless we say otherwise, all amounts in your Policy are inclusive of GST.

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 any loss, damage or liability there's any other insurance (whether issued to you or to 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).

Excesses

In most cases, you'll need to contribute an amount towards the cost of any claims you make.

Depending on the age or experience of the driver, and whether you have told us about them and we have noted them on your Policy Schedule, you may have to contribute more than one excess. Each excess is shown on your Policy Schedule and is explained below.

Where more than one vehicle is covered under this Policy and those vehicles are involved in the same incident which gives rise to a claim, you will have to pay the applicable excesses in respect of each vehicle insured under the Policy.

How we collect the excess

When an excess applies to your claim, we will let you know when and how to pay the excess as this will depend on how your claim is settled. For example:

- If we repair your vehicle, we will normally ask you to pay the excess to the repairer before they start the work.
- In some instances, we will ask you to pay your excess to us such as where a repairer or supplier is not able to accept an excess payment or your vehicle is a total loss and we replace it with a new one
- If we pay you the reasonable cost to repair your vehicle, we will deduct the excess from the amount we pay you.
- If your vehicle is a total loss and we pay you the agreed or market value for your vehicle, we will deduct the excess from the amount we pay you.

We will not pay for any costs that result from a delay in paying an excess.

What you must pay if you make a claim

Standard excess

In most cases you will need to contribute an amount towards the cost of any claims you make. This amount is shown on the Policy Schedule as the standard excess. The standard excess applies to all claims unless:

- your claim is for a not-at-fault vehicle accident; or
- the incident you are claiming for is malicious damage, theft or attempted theft and you provide us with the full name and address of the person responsible for the incident; or
- your claim is only under the Optional cover – Windscreen Protection.

If you are unable to provide us with the full name and address of the person responsible for the incident, we are unable to waive the excess. We need these details in order to be able to conduct a settlement or recovery.

Age or Inexperienced Driver excess

In addition to the standard excess, you will have to contribute an age excess or inexperienced driver's excess if at the time of any incident giving rise to a claim your vehicle is driven by a person:

- under the age of 25, or
- aged 25 or more but has not held a driver's licence for two or more years.

The amount of the age or inexperienced driver's excess is shown on your Policy Schedule. You will not have to contribute this age or inexperienced driver's excess if the only damage to your vehicle is a broken windscreen, or window glass, or caused by storm or hail damage.

An age excess does not apply to a learner driver.

Undeclared Driver's excess

In addition to any other excesses which apply, you will have to contribute an undeclared driver's excess if, at the time of an incident which gives rise to a claim, your vehicle was being driven by or in the charge of a person whose name has not been shown as a driver on your Policy Schedule.

You will not have to pay this excess if:

- the driver of your vehicle is over 25 years of age and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the five years immediately before the accident or loss, or
- an emergency existed, or
- the use of your vehicle is shown as business on the Policy Schedule, or
- the only damage to your vehicle is a broken windscreen, window glass, hail damage, or loss or damage which occurs when the vehicle is parked or unattended.

The amount of the undeclared driver's excess is shown on your Policy Schedule.

Learner driver excess

If at the time of a loss or damage a licensed learner driver is in control of the vehicle the excesses that will apply are those that would have applied to the licensed passenger who is instructing the learner.

Off road

The standard excess plus any other applicable excesses payable under the Policy are doubled if your vehicle is damaged while it is being driven on any beach or off any public road (excluding driveways) on land not belonging to you.

Theft

If your vehicle is stolen you must contribute an excess for theft as shown on the Policy Schedule, which is in addition to any other excesses payable.

Security system

If your vehicle is stolen and the security system was not active at that time, you must contribute an excess of \$200 in addition to any other excesses payable.

When you will not have to pay an excess

You will NOT have to contribute any excess towards a claim, if:

- (a) the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene), and
 - (b) you provide us with the registration number of the other vehicle and the full name and address of the other driver, and
 - (c) the amount of your claim exceeds the applicable excesses under the Policy.
-

We give this benefit only if we are allowed legally to recover the amount of any loss, including any applicable excesses from the responsible person.

This clause does not apply to windscreen damage and you will have to pay any excess applicable for windscreen only damage.

Where the driver of the other vehicle disputes who was at fault, you must pay any excess which applies but we will refund it if we are successful in establishing that the other driver was at fault.

Other terms

These other terms apply to how your Policy operates.

Cancelling your policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we may only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date or if you told us something you knew to be incorrect or untrue during your application for cover) by informing you in writing.

We'll give you notice in person or send it to your address last known to us.

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

If you make a fraudulent claim on your Policy, we can cancel it and we won't provide any refund.

When there is more than one insured

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid.

Sending you documents

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

Mercedes-Benz Insurance

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