



Mercedes-Benz Purchase Price GAP Insurance.

Product Disclosure Statement and Policy Wording

Mercedes-Benz Insurance



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In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

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.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

For more information or to make a claim

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:

- QBE on 1300 361 823 or email us on motorinfo@qbe.com.

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

- QBE on 1300 361 823 as soon as possible.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

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. This policy is underwritten by QBE Insurance (Australia) Limited, one of Australia's largest general insurers.

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.

Duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

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

If you do not tell us something

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

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

About Consumer Credit Insurance

Purchase price gap insurance is designed to meet any financial loss you incur as a result of your vehicle being stolen and not recovered or being declared a total loss by your comprehensive motor vehicle insurer.

Before you purchase a Policy, you should find out what is covered and what is not covered by reading this PDS and Policy Wording in full.

It is up to you to choose the cover you need. This document contains information which can help you decide.

Any advice contained in this document is of a general nature only and has not considered your objectives, financial situation or needs. You should therefore consider the information provided having regard to your personal circumstances before deciding whether to apply for this Policy.

For a claim to be payable, you must provide us with a copy of the original invoice you received when purchasing the vehicle outlining the sale price of the vehicle after any discount provided (including any manufacturers optional equipment for that model you have selected and any genuine manufacturers accessories you have fitted to the vehicle).

This insurance is not compulsory and a credit provider cannot insist upon you taking out a Policy as a condition of providing you with a finance contract. You should also be aware that you can effect cover with an insurer of your choice.

Applying for Purchase Price Gap insurance

Assuming that you meet all eligibility criteria, you may apply for this Policy and you will be issued with a Policy Schedule confirming your cover including the following information:

- your name and address;
- which cover you have selected;
- the premium (including government charges) that you have paid; and
- the period of insurance.

Eligibility criteria

If you wish to take a purchase price gap insurance Policy, you must:

- be the registered owner of the insured vehicle; and
- have your vehicle covered by a 'Comprehensive motor vehicle insurance policy' in your name.

Also, your vehicle must be:

- of no more than 3.5 tonnes carrying capacity; and
- equal to or less than 6 years old at the time of applying for this insurance.

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 level of cover that you have selected,
- the average cost of claims, and
- the frequency for which claims occur.

This is a single premium Policy, that is, it provides cover for the period of insurance which will usually be the term of which the finance is arranged. You can pay us the premium up front or it can be included in your loan contract.

The Policy is not renewable.

Cooling-off information

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

- motorinfo@qbe.com.
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The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We 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 detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, 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 Customer Care, FOS 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. • customer-care@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

How to contact FOS Australia	
Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	info@fos.org.au
Online	www.fos.org.au

How to contact the OAIC	
Phone	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.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from 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	www.fcs.gov.au

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited
ABN 78 003 191 035, AFS Licence No. 239545 of 2 Park Street, Sydney NSW 2000.

Our agreement

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

- This Policy Wording
- 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

The ways you can pay your premium, and the frequency you can pay it, are described below:

- up front by cash, cheque or credit card, or
- it can be included in your financing arrangement for your loan.

If you include the premium in your financing arrangement, the premium will be included in the total cost payable by you plus interest for the full length of the finance term - irrespective of when this insurance cover commences or the term of the cover being shorter than the financing term.

You must pay your premium on or before the commencement date of this Policy if it has not been included in your financing arrangements. If we do not receive your premium by the due date or your payment is dishonoured then this Policy will not operate and there will be no cover under this Policy.

Words with special meaning

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
Commencement date	the date that we accepted your insurance and on which the Policy commences, and which will be shown in the Policy Schedule.
Comprehensive motor vehicle insurance	the insurance policy covering your vehicle against: <ul style="list-style-type: none"> ● accidental loss or damage; ● theft of your vehicle; and ● legal liability.
Excess	the amount that you have to contribute towards any claim under your comprehensive motor vehicle insurance.
Grey import	any vehicle not officially imported or distributed in Australia by the relevant manufacturer or their authorised distribution agent.
Insured vehicle	the vehicle specified in your Policy Schedule, registered for use in Australia.
Net invoice selling price	the sale price paid by you after any discount provided when you purchased your vehicle (including manufacturers optional equipment for that model, any genuine manufacturers accessories fitted, registration costs, compulsory third party insurance premiums, stamp duty payable and dealer delivery charges) but does not include: <ul style="list-style-type: none"> ● warranty charges; ● motor vehicle comprehensive insurance premiums; and ● non genuine accessories fitted by the dealer; or a maximum of 105% of the market value of your vehicle as shown by the Glass's Guide retail value at the time of purchase, whichever is the lesser.
Outstanding balance	the amount outstanding in relation to the finance contract (if applicable), excluding any arrears in repayments, at the date of the incident that led to the total loss of your vehicle.
Period of insurance	the period shown in the Policy Schedule.
Policy	your insurance contract which consists of this PDS, the Policy Wording and the Policy Schedule.
Policy Schedule	the schedule of insurance, which sets out details of the cover provided to you.

Word or term	Meaning
Total loss	your vehicle has been: <ul style="list-style-type: none"> ● damaged beyond what your comprehensive motor vehicle insurer considers to be economical to repair; or ● has been stolen and not recovered.
Total loss payment	the full amount agreed to be paid to you (after deduction of any excess) being the value of your vehicle under your comprehensive motor vehicle insurance, following a total loss.
Your vehicle	the motor vehicle, registered for use on public roads, which you have financed under the finance contract and which is described on the Policy Schedule including: <ul style="list-style-type: none"> ● standard tools, modifications or accessories that were part of the original supply at time of purchase; and ● any non-standard accessories or modifications which have been listed on the comprehensive motor vehicle Policy as being part of the vehicle; but not: <ul style="list-style-type: none"> ● a courier vehicle; ● taxi; ● any other vehicle used for the carriage of people or goods for reward; or ● a vehicle used for driver education (other than for your immediate family).
You, your	the person(s) named on the current Policy Schedule as the 'Insured'.
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

What we will pay

Should your vehicle be deemed to be a total loss by your comprehensive motor vehicle insurer, during the period of insurance of this Policy, and a total loss payment is made, we will pay:

- the difference between the net selling invoice price; and
- the total loss payment,

up to the level of cover selected by you from the table below and shown in your Policy Schedule.

Level	Benefit paid up to
1	\$10,000
2	\$15,000
3	\$25,000
4	\$40,000

The following conditions apply to payment of benefits:

1. No benefit is payable where your vehicle is not insured under a comprehensive motor vehicle insurance Policy.
2. No benefit is payable where the loss is covered by any other insurance or warranty.
3. If you are offered and decline a replacement vehicle under the terms and conditions of your comprehensive motor vehicle insurance Policy, then we will settle your claim under this Policy based on the value of the settlement figure offered to you under the comprehensive motor vehicle insurance Policy.
4. If your comprehensive motor vehicle insurer offers, and you accept, a settlement under their Policy which is less than the current market value of the insured vehicle, we reserve the right to assess the loss at the current market value of the insured vehicle by reference to Glass's Guide retail value as at the date of loss.
5. The Policy, unless otherwise agreed in writing, shall be subject to New South Wales law.

General exclusions

There are exclusions to the cover provided by this Policy.

Events that we will not cover are listed in the following table and marked by an 'x'.

Event or circumstance	
War or warlike activities (not including peace time manoeuvres).	x
Acts of terrorism which are directly or indirectly related to biological, chemical, or nuclear weapons, pollution or contamination.	x
Consequential loss of any kind.	x
Any finance due on the insured vehicle which has been carried across to the insured vehicle from any previous finance arrangements.	x
Where your comprehensive motor vehicle insurer has not made a total loss payment in full.	x
Any total loss which occurs prior to the commencement date of this insurance	x
Any total loss when the driver of your vehicle is under the influence of alcohol or drugs.	x
Any modifications to the insured vehicle which are outside the manufacturer's specifications.	x
Sale of your vehicle or consignment of your vehicle for the purposes of selling it.	x
Engaging in a criminal act.	x
The excess deducted under your comprehensive motor vehicle insurance Policy.	x
Fraud.	x
Claims where the insured vehicle is either a grey import or a kit car.	x
Any arrears on the repayments of your finance contract (if applicable), including deferred payments and penalty costs associated with late or deferred payments.	x
Additional costs which you incur as a result of: <ul style="list-style-type: none"> • there being amounts due under any finance contract which are not directly linked to the purchase or lease of your motor vehicle; • any variation to your original finance contract (if applicable); • early discharge of your finance contract (if applicable). 	x

Event or circumstance	
Using your vehicle for: <ul style="list-style-type: none"> • hire; • carriage of passengers for fare or reward (but not including car pooling arrangements); • courier purposes; and • driver instruction (other than for your immediate family). 	x
Using your motor vehicle in motor sport (professional or otherwise) of any kind.	x
Removal of your vehicle from Australia.	x
More than one (1) claim during the period of insurance.	x
You are not insured under any section of this policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.	x

Some vehicles are excluded from cover under this Policy

Cover is not available for the following makes of vehicle:

Aston Martin; Bentley; Bristol; Cosworth; De Tomaso; Dorchester; Ferrari; Ginetta; Lamborghini; Lancia Thema; Maserati; Rolls Royce; Lotus; Grey Imports; Kit Cars; and any American make of vehicle unless manufactured as a right hand drive and imported by an authorised Australian distributor.

This Policy also excludes any emergency vehicle, taxi, bus, truck, motorcycle, invalid carrier, vehicles used for the purpose of driver education, or any vehicle not listed in the edition of Glass's Guide current at the time of you making a claim under this Policy.

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.

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

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a 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. 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
- Comply with all laws.

Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss.

Other interests

You must not transfer any interests in your Policy without our written consent.

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.

Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll 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.

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

You must advise us as soon as possible of an incident which could lead to a claim on this Policy.

When you, or your Estate, make a claim you must:

- contact us by phone as soon as practicable and be ready to provide details of the incident;
- provide us with a copy of the original invoice you received when purchasing the vehicle outlining the sale price of the vehicle after any discount and including any manufacturers optional equipment for that model you have selected and any genuine manufacturers accessories you have fitted to the vehicle);
- return the completed claim form, (if we require it and that we provide you), promptly together with all letters, or other documentation that you have been asked to provide, otherwise we cannot process your claim;
- provide written statements under oath if we require it;
- be interviewed about the circumstances of the claim, if we require this.

If you require assistance or have any questions regarding a claim, please contact us on 1300 361 823.

How a claim is paid

Once we have calculated the amount of any claim we will pay the difference between the total loss payment from your comprehensive motor vehicle insurer and the net invoice selling price up to the amount of the Policy limit as shown on the Policy Schedule.

If the Policy limit is insufficient to fully cover your loss, we will only pay the amount of the Policy limit.

How claim administration and legal proceedings are undertaken

When a claim is admitted under this Policy we have the right, at our discretion, to exercise all the legal rights of you relating to the incident and to do so in your name.

We will take full control of the administration, conduct or settlement of the claim.

What you must not do

False or misleading information

We may deny part or all of your claim if you are not truthful and frank in any statement you make in connection with a claim, or if the claim is fraudulent or false in any respect.

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name.

We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

Contribution

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by 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).

Other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

Taxation implications

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Other terms

These other terms apply to how your Policy operates.

Cancelling your Policy

How you may cancel this Policy

You may cancel this Policy at any time by telling us in writing that you want to cancel it.

Where 'you' involves more than one (1) person, we will only cancel the Policy when a written agreement to do so is received from all persons named as the insured.

How we may cancel this Policy

We may cancel the Policy in any of the circumstances permitted by law, by informing you in writing.

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

Refund of premium

On cancellation of your Policy, a refund of premium will be paid to you.

If you paid for this Policy by including it in the amount financed in your finance contract, the refund premium will be paid to the financier or whomever the financier directs us to pay.

The premium refund will be calculated after deducting a portion of the premium for time on risk, reasonable administrative costs and any government taxes or duties (where these are not refundable under the applicable State legislation).

Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

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

When the Policy ends

The Policy ends, and we stop paying benefits on the earliest of any of the following:

- the premium is not received;
 - the date we receive a written request from you to terminate the insurance;
 - the date given when we provide you with written notice to terminate the insurance in accordance with relevant legislation;
 - the date upon which a claim is paid under the Policy;
 - the expiry date shown in the Policy Schedule; or
 - seven (7) years from the Policy commencement date.
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Mercedes-Benz Insurance

