



Mercedes-Benz Insurance

Mercedes-Benz Van Insurance

Product Disclosure Statement and
Policy Wording



Mercedes-Benz

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About this booklet

This booklet tells you:

- About Mercedes-Benz Van Insurance
- When a claim may be made and who can make it
- How to make a claim
- What we do or pay if we accept it

Please read this booklet carefully

If you need help, please ring (the administrator of the scheme)
Mercedes-Benz Insurance# on 1300 730 200.

#Mercedes-Benz Insurance is a registered business name of Mercedes-Benz Financial Services Australia Pty Ltd ABN 73 074 134 517. This insurance is provided on behalf of Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No 234708 (Allianz). In arranging this insurance, Mercedes-Benz Financial Services Australia Pty Ltd ABN 73 074 134 517 AFS Licence No. 247271 and its authorised Dealers act as agents of the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 and not as your agent.

Important

Keep in a safe place:

- This booklet
- Your current Mercedes-Benz Insurance Policy schedule

The insurance described in this booklet is issued by Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 of 2 Market Street Sydney, NSW 2000.

Introduction

Our Product Disclosure Statement

This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act 2001 (Cth) and contains information designed to help you decide whether to buy the policy.

About the cover

By way of summary only (refer to policy for full terms, conditions, exclusions and limits):

Comprehensive cover – provides cover for:

- Accidental loss or damage to your vehicle up to an agreed value (ie. a set amount Mercedes-Benz Insurance agree with you) or market value (ie. the cost to replace your vehicle with a vehicle of the same make, model, age and condition as your vehicle immediately prior to the loss or damage).
- Your legal liability up to \$20 million each event (including certain legal defence costs), for:
 - damage to other people’s property caused by a motor vehicle accident which is your fault;
 - death or bodily injury caused by or arising out of the use of your vehicle in limited circumstances.
- A number of other additional benefits.
- Certain optional covers (where agreed) such as rental or loan car following an accident, removal of basic excess for windscreen claims, protected no claim bonus and restricted driver cover.

Note that the restricted driver option provides a discounted premium, but limits the drivers who are covered under the policy.

Understanding your policy and its important terms and conditions

To properly understand this policy's significant features, benefits and risks, you need to carefully read:

- About the type of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings - see the "What you should receive, your agreement and some explanations" section on page 9);
- "When we will not pay your claim" section on page 24 (this restricts the cover and benefits);
- "Conditions of cover", "Making a claim" and "What happens after you make a claim" sections on pages 29, 33 and 35 (these set out certain obligations that you and we have. If you do not meet them we may refuse to pay your claim); and
- The information contained in all sections from page 40 onwards (these pages contain important information on your duty of disclosure, privacy policies, and dispute resolution processes).

When you apply for the policy by completing our application we agree with you on things such as: the period of insurance; your premium; what you want to cover; the limits you want for certain covers (if optional); excesses that will apply to you or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule we issue to you.

The base premium we charge varies according to your risk profile (e.g. where you live, the type of property being insured, amount of cover required, other persons insured and relevant claims history etc). In some cases discounts may apply if you meet certain criteria we set.

You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges we tell you of. We tell you the total amount payable when you apply and if you effect cover, the amounts due will be confirmed in your schedule.

This policy sets out the cover we are able to provide you with. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and have to bear part of any loss you are not covered for yourself. To avoid this, people seek to set the sum insured for the relevant property being insured at its estimated replacement value.

You should also read the GST Notice to understand how GST is applied to a claim.

If you have any queries, want further information about the policy or want to confirm a transaction, please contact Mercedes-Benz Insurance on 1300 730 200.

Cooling off period and cancellation rights

Even after you have decided to proceed with the insurance, you have *a cooling off period and cancellation rights* (see “Conditions of cover” section for details).

Preparation Date 01/06/2010.

Updating the PDS

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling Mercedes-Benz Insurance on 1300 730 200. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

Our commitment to you

Welcome and thank you for choosing Mercedes-Benz Insurance[#], underwritten by Allianz, one of Australia's largest general insurers. 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.

What you should receive, your agreement, and some explanations

What your policy consists of?

Your policy consists of:

- this printed Mercedes-Benz Insurance policy document (PDS) which sets out details of your cover and its limitations, and
- a schedule, approved by us, which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the current schedule in the policy document (PDS).

You should carefully read and retain your insurance policy document (PDS) and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule, which you should carefully read and retain.

Our agreement with you

We will insure you for accidental loss, damage or liability which happens within Australia arising out of the events set out in your policy during the period of insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you have selected when you applied for cover and which the current schedule indicates is in force,
- of the verbal and/or written information provided by you which you gave after having been advised of your duty of disclosure either verbally or in writing. If you failed to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of avoiding your policy from the effective date stated in the current schedule.

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For your assistance we have provided a full explanation of your duty of disclosure and the consequences of non-disclosure, under the subheading “Your duty of disclosure”.

Words with special meaning

Some of the words in your policy have special meanings wherever they appear. These words and their meanings are defined below.

“**agreed value**” means the amount which we agree to insure your vehicle for as shown in your current schedule.

“**declined driver**” means a driver, noted in the current schedule as a declined driver who is not insured under this policy.

“**excess**” means the amount shown in the current schedule which you must pay when you make a claim under your policy.

“**market value**” means the cost to replace your vehicle with a vehicle of the same make, model, age and condition as your vehicle immediately prior to the loss or damage.

“**nominated driver**” means a driver, noted in the current schedule as a nominated driver, you have advised us will drive your vehicle.

“**period of insurance**” means the period of time commencing on the effective date stated in the current schedule and ending on the expiry date stated in the current schedule.

“**personal effects**” means personal items owned by you which are designed to be worn or carried, but not:

- cheques, money, credit cards or negotiable instruments, or firearms, or
- tools or items used in connection with a business or occupation, or
- personal music devices or portable Global Positioning Systems (GPS).

“recoverable” means to recoup the expenses we incurred in providing cover or any accidental loss or damage to your vehicle or in covering any of your legal liability costs after a claimable event. An event that would not be recoverable includes, but is not restricted to, an at-fault claim, a not at-fault claim where you are unable to provide us with the responsible party’s name, address and vehicle registration number, any storm or naturally occurring event and a collision with an animal. Your No Claim Bonus may be affected and an excess may be required for any claimable event that is not recoverable by us, unless otherwise stated in this Policy Document.

“substitute vehicle” means a vehicle similar to your vehicle which has been hired or borrowed because your vehicle is being repaired, serviced or is not drivable because of a mechanical breakdown.

“vehicle usage” means the use of your vehicle, which you have told us about. This is shown on your current schedule. Vehicle usage may be either:

- **“business”** which means any vehicle which:
 - is registered as a business vehicle, or
 - is used for income earning purposes.
- **“private”** which means any type of use other than business use.

“we”, “our” or “us” means Allianz Australia Insurance Limited, AFS Licence No. 234708 ABN 15 000 122 580 of 2 Market Street, Sydney NSW 2000.

“you” or “your” means the person(s) named in the current schedule as the insured.

“your vehicle” means the registered vehicle shown on your current schedule including:

- its standard tools, modifications and accessories as supplied by the manufacturer,
- its fitted or non-standard extras, modifications and accessories which you have listed on your proposal or given us details of later and which we have accepted and included on the current schedule.

What your policy covers, and your policy benefits

Cover for accidental loss or damage to your vehicle

We will cover you for accidental loss (including theft) or damage to your vehicle.

At our option we will:

- repair your vehicle; or
- pay you the reasonable cost of repairing your vehicle; or
- pay you the market value of your vehicle when the current schedule shows that your vehicle is insured for market value; or
- pay you the agreed value of your vehicle when the current schedule shows that your vehicle is insured for an agreed value.

The current schedule will show if your vehicle is insured for market value or agreed value.

Further we will adjust your claims payment in accordance with the GST provision shown under the sub-heading “GST Notice” on page 31.

Repairs to your vehicle

We will arrange for a Mercedes-Benz Authorised Repair centre to repair damage to your vehicle.

You can elect to choose a non Mercedes-Benz Repairer.

In both instances we will work closely with the repairer, however we may require a second quotation from another authorised Mercedes-Benz repairer chosen by us.

We will then choose to either:

- Authorise the repairs at the repairer of choice, or
- Pay you a fair and reasonable amount to repair your vehicle; or

- Move your vehicle to a repairer we both agree will repair your vehicle. In the instance that we both agree to move your vehicle we will provide you with a rental car for up to 3 days in addition to any other benefit provided under this policy.

Replacement of new vehicle after a total loss

If your vehicle becomes a total loss within three years of the starting date of the original registration and has travelled less than 80,000km, we will replace your vehicle with a new vehicle of the same make, model or series. If a replacement vehicle is not currently available, we will pay you either the market value or agreed value of your vehicle, whichever is shown in the current schedule. If we replace your vehicle, this policy will continue to cover your new replacement vehicle until the end of the period of insurance. We will not require you to pay any additional premium for this cover.

We will also pay for the on-road costs (including 12 months registration and compulsory third party insurance) of the new vehicle if you pay us any refund amount obtained from your registration and compulsory third party insurance.

Cover for damage to other people's property (legal liability)

We will cover your legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident which is partly or fully your fault.

This cover will apply if your legal liability for loss or damage to someone else's property arises out of the use of:

- your vehicle; and/or
- a caravan or trailer towed by your vehicle.

We will also cover the legal liability for loss or damage to someone else's property of:

- any person who is driving, using or in charge of your vehicle with your permission;
- a passenger travelling in your vehicle or who is getting into or out of your vehicle;
- your employer, principal or partner arising from your use of your vehicle.

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We will not cover legal liability:

- when the loss or damage occurs to your own property, your spouse's or de facto's property or to property which is in your possession, custody or control; or
- which is insurable under any statutory or compulsory insurance policy or statutory or compulsory insurance or compensation scheme or fund covering such legal liability.

No cover for legal liability after a total loss

On the date we confirm that we will pay your claim for the total loss of your vehicle, all cover under the policy in respect of that vehicle will cease.

Additional cover for supplementary bodily injury (legal liability)

We will also cover you, or a currently licensed driver of your vehicle driving the vehicle with your consent, for legal liability for death or bodily injury caused by or arising out of the use of your vehicle, if your vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

- driving or being in charge of your vehicle or a substitute vehicle,
- goods being carried by or falling from your vehicle or a substitute vehicle,
- loading or unloading your vehicle or a substitute vehicle.

We will also cover the legal liability of a passenger travelling in or getting into or out of your vehicle with your permission, or the permission of a currently licensed driver driving or in charge of your vehicle with your consent.

We will not pay:

1. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
 - statutory or compulsory insurance policy or any statutory or compulsory insurance, or

- compensation scheme or fund,
- even if the amount recoverable is nil.
2. any amount of a claim over that recoverable under any:
 - statutory or compulsory insurance policy or any statutory or compulsory insurance, or
 - compensation scheme or fund.
 3. if the legal liability would have been covered or indemnified in any way if you had not failed to:
 - insure your vehicle,
 - register your vehicle, or
 - comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
 4. for legal liability to any:
 - person driving or in charge of your vehicle,
 - of your employees, or
 - member of your family.
 5. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
 6. unless you or the person claiming under this section have notified us of a claim under this section within 6 months of you or that person first becoming aware of an intention to make a claim against you or that person.
 7. for legal liability caused by or arising from an intentional act by you or any other person.

8. any amount of exemplary, punitive or aggravated damages.

Maximum amount payable

The maximum amount we will pay in total for all claims under this policy for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$20,000,000.

Other benefits we will pay

Unless we have stated differently under one of the additional benefits listed below, any payment we may make under this section will be paid in addition to any amount payable for the damage to your vehicle or any amount payable under legal liability.

1. Substitute vehicle

We will cover you for legal liability, up to the maximum policy limit of \$20,000,000, for loss or damage to someone else's property while using a substitute vehicle. Only one substitute vehicle can be used at a time.

We will not cover:

- your legal liability when we have already accepted a claim for the total loss of your vehicle, or
- your legal liability when the substitute vehicle is unregistered, or
- accidental loss or damage to the substitute vehicle.

2. Cover for loaned service vehicle

Notwithstanding the above "substitute vehicle" provision, we will cover you for accidental loss or damage during the period of insurance to a loan car provided to you by a Mercedes-Benz dealer whilst your vehicle is off the road being serviced by the Mercedes-Benz dealer.

The cover is limited to \$2,000 or the dealer's motor policy excess, whichever is the lesser.

3. Legal costs

Provided we agree in writing, we will pay for all legal costs and expenses in defending any court proceedings which may arise from accidental loss, damage or liability covered by your policy.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

4. Tools of trade

When we accept a claim for accidental damage (including theft) under this policy, we will also cover accidental loss or damage to tools of trade, trade stock and materials.

This cover only applies:

- If the vehicle has been insured for business use.
- If the tools of trade, trade stock or materials are stolen via forcible and violent entry to your securely locked vehicle and/or tool box, permanently fixed to your vehicle; or
- If tools of trade, trade stock or materials are damaged as a result of a motor vehicle collision.

The maximum we will pay is the amount by which the cost to replace tools of trade, trade stock and materials exceeds the basic excess payable for the claim, up to a maximum amount of \$5,000 for any one claim.

Only one basic excess is applicable to any one claim event and only the basic excess is applicable to this Tools of Trade policy cover.

Payment will be subject to due allowance for depreciation due to age and wear and tear.

Note: Mobile phones are not tools of trade. They are only covered if they are specified as accessories to your vehicle in your current Mercedes-Benz Insurance Policy Certificate.

5. Rental or loan car following an accident

If we accept a claim for accidental damage, we will:

- provide you with a rental or loan car; or
- if a rental or loan car is not available, pay you a daily travel allowance of \$30.

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The rental or loan car benefit will be provided from:

- the date repairs to your vehicle are authorised, or
- the date your vehicle is made available for repairs to be commenced,

whichever is the later.

We will provide the rental or loan car benefit:

- for a maximum period of 30 days, or
- until the repairs have been completed, or
- until we settle your claim by paying you the agreed value or market value,

whichever happens first.

We will not pay for:

- a rental car unless its hire has been arranged by us or pre-approved by us,
- the cost of fuel used while driving the loan car, or
- any accidental loss or damage to the rental or loan car.

6. Rental car following theft

If your vehicle is stolen we will arrange for you to be provided with a rental car:

- until your vehicle is recovered undamaged and you have been told of its location, or
- until your vehicle is recovered damaged and the damage is repaired, or
- until we settle your claim by paying the agreed value or market value, or
- for a maximum of 30 days,

whichever happens first.

We will not pay for:

- a rental car unless its hire has been arranged by us or approved by us,
- the cost of fuel used during the rental period, or
- any accidental loss or damage to the rental car.

If a rental or loan car is not available, we will pay you a daily travel allowance of \$30.

7. Towing

Following an accident or theft of your vehicle, we will pay the reasonable cost of protection, removal and towing of your vehicle to the nearest repairer, place of safety or any other place which we agree to.

8. Vehicle being transported by ship

If your vehicle is being transported by ship within Australian waters, we will pay your contribution for any general average and salvage charges if such maritime conditions apply.

9. Trailer and caravan cover

Where we have accepted your claim for theft or damage to your vehicle we will also pay for accidental loss of or damage to any trailer or caravan which was attached to your vehicle.

We will pay the lesser of \$2,000 or the market value of the trailer or caravan. We will not pay for property being carried in or on the trailer or caravan.

10. Emergency repairs

We will reimburse you for the cost of emergency repairs which may be necessary to enable you to drive your vehicle home after it is involved in an accident, suffers malicious damage, or is stolen and recovered in a damaged condition.

The maximum we will pay in respect of any one accident is \$350.

11. Personal effects and clothing

We will also pay for personal effects and clothing belonging to you, your spouse, your de facto or dependent children which are:

- damaged in a collision involving your vehicle,
- stolen from your locked vehicle, or
- stolen at the same time as your vehicle.

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We may choose to pay the amount of the loss or damage, or repair or replace the personal effect or item of clothing.

The maximum we will pay in respect of any one accident or theft is \$500.

12. Transportation costs

If your vehicle cannot be safely driven home after being:

- involved in an accident; or
- subject to malicious damage; or
- stolen and recovered in a damaged condition;

we will reimburse you for the cost of:

- travel necessary to return you, your spouse, your de facto and/or dependent children to your home, and/or
- transportation to collect your vehicle when it has been repaired.

The maximum we will pay in respect of any one accident giving rise to a claim is \$200.

13. Leased vehicle - total loss

If your vehicle was purchased new and has been insured continuously under this policy from that date, in the event of a total loss we will cover you or the lessor for the difference between the residual value under the lease and the market value up to a maximum of 5% of the market value, less any payments and interest in arrears at the time of loss, and, less any discount in respect of finance charges and/or interest for the unexpired term of the agreement. However we will not pay if we are not required to do so by the lessor.

14. Re-keying and re-coding

If the keys to your vehicle are stolen we will pay for the replacement of your vehicle's keys and the necessary re-coding of your vehicle's locks.

The maximum amount we will pay is:

- the amount by which the cost to re-key and/or re-code your vehicle exceeds the basic excess payable for the claim, up to a maximum amount of \$1,000 for any one claim.

This benefit will only apply if:

- the theft of your keys has been reported to the police, and
- the keys have not been stolen by a family member, invitee or person who resides with you.

Cover under this benefit does not entitle you to a claim for a rental vehicle or any other additional benefit.

15. Artwork and sign writing

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

16. Genuine parts guarantee

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

Policy options

Your current schedule will show which, if any, of the following policy options apply. Depending on the policy options selected, your premium may have been increased or reduced.

1. Removal of basic excess for windscreen claims

When the current schedule shows that the removal of basic excess for windscreen claims option applies, if the windscreen or window glass in your vehicle is accidentally broken or damaged, we will not apply an excess to your claim.

This option only applies:

- to one claim in any one period of insurance; and
- if the broken windscreen or window glass is the only damage to your vehicle.

Your no claim bonus entitlement is not affected if your claim is only for the cost of repairing or replacing the windscreen or window glass in your vehicle if it is accidentally broken or damaged.

2. Protected no claim bonus

When the current schedule shows that protected no claim bonus option applies, we will not reduce your current no claim bonus entitlement for the first claim in any one period of insurance which is your fault or where the responsible party cannot be identified.

3. Restricted drivers

When the current schedule shows that the restricted driver option applies we will not cover any accidental loss, damage or liability, which results in a claim, when the driver of your vehicle was a person under 30 years of age.

We will not refuse to pay your claim if the driver of your vehicle:

- was found guilty of theft or illegal use of your vehicle;
- was a person paid by you to repair, service or test your vehicle; or
- was an attendant at a car park.

How you earn a no claim bonus

For each claim free period of insurance you will accumulate a discount off your next motor vehicle insurance premium up to a maximum amount. This maximum amount will vary according to the State or Territory in which your vehicle is garaged/kept. Any no claim bonus entitlement you hold with another insurance company is transferable. You may be required to provide documentary evidence of your current no claim bonus entitlement.

Premiums are calculated prior to a no claim bonus discount being applied. The premium for a policy may increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

When we will not pay your claim

We will not pay your claim if, at the time of any accidental loss, damage or liability which results in a claim, your vehicle, or a substitute vehicle (or any trailer or caravan attached to the vehicle), was:

1. Unlicensed driver

being driven by any person, including you, who was not licensed to drive your vehicle. We will not refuse your claim if you can prove that you did not know the driver was unlicensed.

2. Declined driver

being driven by a person nominated in the current schedule as a declined driver.

3. Restricted driver

being driven by a person under 30 years of age and you have selected the restricted driver option. We will not refuse your claim if the driver of your vehicle:

- was found guilty of theft or illegal use of your vehicle;
- was a person paid by you to repair, service or test your vehicle; or
- was an attendant at a car park.

4. Driver under the influence

being driven by you, or any other person:

- under the influence of any drug or intoxicating alcohol; or
- who, as a result of the accident, is convicted of driving under the influence of intoxicating liquor; or
- who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or
- who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

We will not refuse your claim if you can satisfy us you had no reason to suspect that the driver was affected by alcohol or any drug.

5. Overloaded vehicle

being used to:

- carry a number of passengers; or
- carry or tow a load, greater than that for which your vehicle was constructed.

We will not refuse your claim if you can prove that the accidental loss, damage or liability was not caused or contributed to by its greater load or number of passengers.

6. Unsafe vehicle

being used in an unsafe or unroadworthy condition. We will not refuse your claim if you can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of your vehicle.

7. Carrying passengers for hire, fare or reward

being used to carry passengers for hire, fare or reward except under a private pooling arrangement. If your full-time employer pays you a travelling allowance, we will not consider such an allowance as hire, fare or reward.

8. Motor sport

being used for any motor sport or time trial or was being tested in preparation for any motor sport or time trial.

9. Motor trade

being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.

We will not pay any claim for accidental loss, damage or liability caused by or arising out of:

10. Deliberate, intentional, malicious or criminal act

a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- you, or any other person named in the current schedule; or
- any person who is acting with your express or implied consent.

11. War

any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, acts of foreign enemy or popular or military rising.

12. Nuclear

ionizing radiation or contamination by radioactivity from:

- any nuclear fuel or from any nuclear waste;
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission); or
- nuclear weapons material.

This policy does not cover loss, damage, liability, injury, illness, death or damage arising directly or indirectly out of or in any way connected with:

13. Terrorism

- a. any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or
- b. any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in (a) above.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- a. influence a government or any political division within it for any purpose, and/or
- b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

14. Absolute Asbestos

the existence, at any time, of asbestos.

Nor will we pay for:

15. Loss of use

any loss of use of your vehicle.

16. Depreciation

depreciation, wear and tear to your vehicle.

17. Breakdown

mechanical or electrical breakdowns, failures or breakages to your vehicle.

18. Tyres

damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts.

19. Lawful seizure

accidental loss or damage as a result of the lawful seizure of your vehicle.

20. Safeguarding your vehicle

accidental loss or damage to your vehicle at any time, including after an accident, theft or breakdown unless you have taken reasonable steps to protect or safeguard it. Reasonable steps include ensuring that any security or tracking device in your vehicle is fully maintained and activated at the time of loss or damage.

21. Renting a vehicle

- any costs associated with the loan of a vehicle; or
- the cost of renting a vehicle,

except for those circumstances detailed in:

- "Other benefits we will pay", "Rental car following theft" on page 18,
- "Other benefits we will pay", "Transportation costs" on page 20, or
- "Other benefits we will pay", "Rental or loan car following an accident" on page 17.

22. Failure of computer or similar equipment

loss or damage to any machinery, equipment, part, accessory or other property which:

- is a computer or which contains or comprises any computer technology (including computer chip or control logic);
- fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
- arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

Conditions of Cover

1. Changes to your insurance details - what you must tell us

You must tell us immediately if during the period of insurance:

- the drivers of your vehicle change; or
- the place where your vehicle is regularly garaged/kept changes; or
- your vehicle is modified in a manner that affects its value or performance in any way; or
- the usage of your vehicle changes from private to business; or
- any security or tracking devices on your vehicle are modified or no longer operational; or
- any finance on your vehicle changes.

When we receive this information, we may:

- alter the terms and conditions of your policy, or
- charge you additional premium, or
- decide not to offer to renew your policy.

If you do not provide the information immediately we may not pay a claim under the policy.

Before we agree to renew your policy you must tell us if, during the current period of insurance, you or any person who is a driver of your vehicle has:

- been convicted of or had any fines or penalties imposed for a serious criminal and/or driving offence and/or any crime involving drugs, dishonesty, arson, theft (including stealing a motor vehicle), illegal use of a motor vehicle, fraud or violence against any person or property, or
- been convicted of or had any fines or penalties imposed for any driving related alcohol and/or drug offence, or

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- had a driver's licence cancelled or suspended or been disqualified from holding a driver's licence for any period, or
- been responsible for causing any motor vehicle accident, or
- had any motor vehicle damaged or stolen.

For your assistance we have provided a full explanation of your duty of disclosure and the consequences of non-disclosure, under the heading "Your duty of disclosure" on page 40.

2. If you replace your vehicle

If you permanently replace your vehicle, we will provide temporary cover for the replacement vehicle from the date of purchase to a maximum of 14 days. If cover is to continue on the replacement vehicle:

- you must give Mercedes-Benz Insurance full details of the replacement vehicle during the 14 day temporary cover period;
- you must obtain our agreement to cover your replacement vehicle; and
- you must pay any extra premium we require.

Cover on the replaced vehicle ceases from the date of purchase of the replacement vehicle.

3. Cooling off and cancellation rights under the policy

- You may cancel this policy at any time by telephoning Mercedes-Benz Insurance to advise them.
- We have the right to cancel this policy in certain circumstances.

These include:

- if you failed to comply with your duty of disclosure, or
- where you have made a misrepresentation to us during negotiations prior to the issue of this policy, or
- where you have failed to comply with a provision of your policy, including the term relating to payment of premium, or
- where you have made a fraudulent claim under your policy or
- under some other contract of insurance that provides cover during the same period of time that our policy covers you,

and we may do so by giving you three days notice in writing of the date from which

the policy will be cancelled. The notification may be delivered personally or posted to you at the address last notified to us.

- If you or we cancel the policy, we may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties that cannot be recovered.
- In the event that you have made a claim under this policy and we have agreed to pay the full sum insured for your property no return of premium will be made for any unused portion of the premium.

4. Keeping evidence of the value of the insured property

You should keep evidence of the value of all property covered under your insurance policy. You should also keep evidence of the amount of any accidental loss, damage or destruction.

5. Prevention of loss or damage

We may not pay your claim if you do not take all reasonable precautions to prevent injury, loss or damage, including securing your vehicle against unauthorised entry when it is unattended. This includes removing your keys and locking your vehicle and ensuring all security and tracking devices in your vehicle are active and maintained. It is a condition of this policy that your vehicle be kept in good repair.

6. GST Notice

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need. Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

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Sums insured

All monetary limits in this policy may be increased for GST in some circumstances (see below).

Claim settlements – Where we agree to pay

When we calculate the amount we will pay you, we will have regard to the items below:

- Where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.

We will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the policy or in this schedule.

If your sum insured/limit of liability is not sufficient to cover your loss, we will only pay the GST amount that relates to our settlement of your claim.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled.

- Where we make a payment under this policy as compensation instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.
- Where the policy insures business interruption, we will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

Disclosure – Input tax credit entitlement

If you register, or are registered, for GST you are required to tell Mercedes-Benz Insurance your entitlement to an input tax credit on your premium. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

Making a claim

What you must do

We may not pay your claim if you do not act as follows:

1. Do not admit liability

You must not:

- admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- offer or agree to settle any claim,

without our written consent.

We are entitled to take over and conduct the defence of any claim made against you for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims.

If the claim is for legal liability, you may make a written request to us to agree that you are covered in respect of the claim.

2. Prevent further damage

You must take all reasonable precautions to prevent any further loss, damage or liability.

3. Contact the police

Depending on the laws of the State or Territory in which the accident occurs, you must:

- contact the police if any person was injured as a result of the accident;
- request the police to attend the scene of the accident;
- go to the local police station to complete a 'Self Reporting Collision Form' if the police inform you that it is not necessary for them to attend the scene of the accident.

You must contact the police immediately if your vehicle is stolen or maliciously damaged.

4. Contact us as soon as possible on - Tel: 1300 360 476

If there is any accidental loss, damage or liability which is likely to result in a claim, you must give us immediate notice with the full details of any accidental loss, damage or anticipated or alleged liability.

You or your representative must give us full details in the manner we request which will be either:

- verbally; or
- in writing by completing our claim form which will be supplied to you when you contact us.

The process for authorising repairs to your vehicle is explained under “Authorising repairs” on page 38.

Any correspondence you receive regarding the accident or event must be sent to us immediately.

You must advise us immediately of:

- any notice of impending prosecution;
- details of any inquest or official enquiry.

What happens after you make a claim

1. Excess

An excess is the amount shown in the current schedule which you must pay when you make a claim under your policy unless it is stated an excess does not apply. The payment of an excess helps to keep the cost of your premium down by reducing the number of small claims. There are different types of excess which may apply to you or the driver of your vehicle at the time of the claim. The excess types are shown on the current schedule under the heading “Excess applicable to claims”.

These are:

a) Basic excess

The basic excess is the first amount you must pay on each claim. The amount of the basic excess will be shown on the current schedule beside the heading “Basic excess”. The “Basic excess” is comprised of the “Minimum basic excess”, the “Voluntary excess” and any policy “Imposed excess”.

- **Minimum basic excess**

The minimum excess that is due on your policy risk for each claim. The amount of the minimum basic excess will be shown on the current schedule.

- **Voluntary excess**

The voluntary excess forms part of the basic excess. Choosing a voluntary excess allows you to reduce your premium by selecting a higher basic excess. The voluntary excess will be shown on the current schedule.

- **Imposed excess**

The imposed excess forms part of the basic excess. An imposed excess may be applied to a policy risk due to underwriting criteria. Any imposed risk excess amount will be shown on the current schedule.

b) Age excess

If you make a claim for an accident when your vehicle was being driven by a driver under the age of 25, you must pay the age excess shown in the current schedule in addition to the basic excess.

c) Undeclared young driver excess

If you make a claim for an accident when your vehicle was being driven by a driver under the age of 25, who was not listed in your current schedule, the undeclared young driver excess shown on the schedule must be paid in addition to the basic excess and age excess.

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You will not have to pay an undeclared young driver excess if the driver:

- was found guilty of the theft or illegal use of your vehicle,
- had been paid by you to repair, service or test your vehicle, or
- was an attendant at a car park, or
- was a learner driver accompanied by the holder of a full unrestricted Australian drivers licence.

d) Inexperienced driver excess

You will need to pay the inexperienced driver excess shown on your current schedule in addition to the basic excess payable if you make a claim for an accident when your vehicle was being driven by a driver over the age of 25 who has not held an Australian driver's licence for more than 2 years.

You will not have to pay an inexperienced driver excess if the driver:

- was a learner driver accompanied by the holder of a full unrestricted Australian drivers licence.

e) Theft excess

If you make a claim for loss or damage caused by or arising from theft or attempted theft of your vehicle, you must pay the theft of vehicle excess shown in your current schedule in addition to all other excesses shown in your current schedule.

f) Driver excess

When your current schedule shows there is a driver excess on the policy, then the driver excess will be applied to any claims which occur whilst the vehicle is being driven by the person listed. This excess is in addition to all other excesses applicable to your policy.

When you do not have to pay an excess

You will not have to pay any excess if:

- a. the driver of your vehicle at the time of the accident did not contribute to the cause of the accident; or
- b. your vehicle was damaged while parked,

and for both circumstances you supply us with:

- the name, address and licence number of each responsible party, and
 - the registration number of the other vehicle(s) involved in the accident;
- c. the claimable loss is recoverable by us.

Nor will you have to pay any age (young driver), undeclared young driver, inexperienced driver or driver excess if you are claiming for any of the following:

- windscreen or window glass damage only;
- theft;
- hail, storm or flood damage;
- malicious damage; or
- damage to your vehicle while parked.

2. No claim bonus

Your no claim bonus entitlement will not be affected if:

- a. the driver of your vehicle at the time of the accident did not contribute to the cause of the accident; or
- b. your vehicle was damaged while parked,

and for both circumstances you supply us with the:

- name, address and licence number of the responsible party, and
 - registration number of the other vehicle(s) involved in the accident;
- c. the claimable loss is recoverable by us, or
- d. your claim relates to the cost of repairing or replacing the windscreen or window glass in your vehicle if it is accidentally broken.

Your premium may be calculated based on both your claims history and no claim bonus entitlement. The premium for a policy may therefore increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

3. Deciding who is at fault

We will be solely responsible for deciding whether you contributed to the cause of an accident.

4. Authorising repairs

- Where you have comprehensive cover you may only authorise emergency repairs as detailed under “Emergency repairs” on page 19. You cannot authorise further repairs to your vehicle without our prior consent.
- Before we make a decision regarding your claim and repairs to your vehicle, we may need to inspect your vehicle. A motor vehicle assessor will be appointed by us. We or our assessor will make the necessary arrangements with you.

5. Spare parts, extras and accessories

If we are unable to repair the part, we use genuine Mercedes-Benz parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used. The parts used will either be new or consistent with the age and condition of your vehicle.

We will not pay any amount greater than the maker’s last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory. In the event that any spare part, extra or accessory cannot be obtained immediately, we may choose to pay you the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

6. Sublet repairs

If your vehicle requires us to engage the services of a specific specialist repairer and or supplier we may sublet that component to such repairer or supplier.

7. Guarantee and warranty

We guarantee materials and workmanship on repairs we authorise for as long as you own or lease your vehicle. This guarantee is not transferable.

8. Assist us with your claim

You must assist us with your claim. This means give us all the information and assistance with your claim which we may reasonably require. If you do not we may not pay your claim or provide cover. If we have the right to recover any amount payable under this policy from any other person, you must co-operate with us in any action we may take.

9. Our rights of recovery

- We have the right to recover from any person, in your name, the amount of any claim paid under this policy and we have full discretion in the conduct, settlement or defence of any claim in your name. If we recover more than the amount we have paid to you or on your behalf, we will pay you the balance.
- The amount of excess you have paid will only be refunded when we have recovered the total amount we have paid under your claim, unless we have agreed otherwise.

10. Salvage of your vehicle when it is a total loss

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle:

- the wreckage of your vehicle will become our property, and
- we will keep the proceeds of any salvage sale.

11. Payment of unpaid premium when your vehicle is a total loss

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle:

- the amount of any unpaid premium for the period of insurance will be deducted from the amount payable to you, and
- if we are replacing your vehicle, you must pay us the balance of any unpaid premium or installments for the period of insurance.

12. No return of premium after a total loss

If your vehicle is a total loss and we have agreed to pay the market value or agreed value for your vehicle, no return of premium will be made for any unused portion of the premium.

13. GST

We will adjust your claims payment in accordance with the GST provision noted under the sub-heading “GST Notice”, on page 31.

Other Information

Renewal procedure

Before this policy expires Mercedes-Benz Insurance will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that you check the information shown before renewing each year to satisfy yourself that the details are correct.

Your duty of disclosure

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance. The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, renew, extend, reinstate or replace your policy. We set these two duties out below.

Your duty of disclosure when you enter into this policy with us for the first time

You will be asked various questions when you first apply for this policy.

When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

Your duty of disclosure when you renew, vary, extend, reinstate or replace your policy

When you renew, vary, extend, reinstate or replace the policy your duty is to tell us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

What you do not need to tell us for either duty

You do not need to tell us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know.

Who do the above two duties apply to?

Everyone who is insured under the policy must comply with the relevant duty.

What happens if you or they do not comply with either duty?

If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

Privacy Act 1988 - Information

We collect your personal information directly from you where reasonably practicable or if not, from other sources. We collect it to provide our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of our related companies and alliance partners that may interest you (but you can opt out of this by calling Mercedes-Benz Insurance on 1300 730 200 EST 8:30am-5:30pm, Monday to Friday). If you do not provide the information we require we may not be able to provide you with this service.

We disclose information to third parties who assist us in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, your agents and other persons where required by law). We also provide this information to financiers and motor vehicle manufacturers if we have a relationship or insurance scheme in place with them under which you purchased your policy. We prohibit them from using it for purposes other than those we supplied it for. Where you provide us with information about another person for the above purposes, you must tell us if you haven't got their consent to this. If you wish to gain access to your personal information (including to correct or update it), have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other query relating to Privacy, contact us on 1300 730 200 EST 8:30am-5:30pm, Monday to Friday.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

Mercedes-Benz Insurance keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us.

Resolving disputes and solving problems

We have a free internal complaints resolution process that can be accessed by contacting 13 2664 (EST 8:00am - 6:00pm, Monday to Friday). If this process doesn't resolve the complaint we will give you information about how to access available external dispute resolution schemes.

If your policy has been issued through an agent or broker

If your policy has been issued through our agent, or a broker who is acting under a binder arrangement with us, then they are acting as an agent for us and not as your agent.

If your policy has been issued by a broker, other than a broker acting under a binder arrangement with us, then the broker is acting as your agent.

Where this policy has been arranged through an intermediary a commission is payable by us to them for arranging the insurance.

Contact

To update your personal details, receive an insurance quote, renewals and general information on your Mercedes-Benz Insurance policy please contact Mercedes-Benz Insurance on 1300 730 200.

Mercedes-Benz Insurance



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