MB Insurance Group Pty Limited
ABN. 96 070 982 106
AFSL No. 243522

Dated 01 July 2025

Supplementary Product Disclosure Statement

This is a Supplementary Product Disclosure Statement (SPDS) that supplements and amends the Product Disclosure Statement and Policy Wording (PDS) for the MB Insurance Prestige Motor Vehicle Insurance product.

You must read this SPDS together with your PDS to enable you to make an informed choice about whether the particular product is suitable for your needs. This Supplementary Product Disclosure will apply for policies with a commencement date or renewal effective date on or after 1 July 2025.

This SPDS applies to the PDS labelled with document number MVPDS0724. Your insurance cover is unchanged except as indicated below.

The purpose of this SPDS is to:

- Provide information on where you can find the name of the lead syndicate at Lloyd's of London who underwrites this product;
- Update the address of Lloyd's Australia;
- Update the registered office address of MB Insurance Group Pty Limited.

Change to the PDS

1. On page 2 under the heading "WHO PROVIDES THIS INSURANCE", the first 2 paragraphs are replaced with:

   The Policy is underwritten by certain underwriters at Lloyd's ("Lloyd's").

   This Policy is issued by MB Insurance Group Pty Limited (MB) acting under a binder as an agent of certain underwriters at Lloyd's

   Details of the lead underwriter at Lloyd's can be found on your Certificate of Insurance and/or Policy Schedule.

2. On page 10 under the heading "COMPLAINTS" the postal address for Lloyd's Australia has changed to:

   Post: PO Box R1745
   Royal Exchange NSW 1225

3. On page 31 under section "8.12 Service of Suit", sub-clause (ii) is replaced with:

   (ii) any summons notice or process to be served upon the insurers may be served upon:

   Lloyd's Underwriters' General Representative in Australia

   Post: *PO Box R1745*
   Royal Exchange NSW 1225

   Email: *serviceofsuitaus@lloyds.com*

   who has the authority to accept service on the underwriters' behalf;

Date of preparation: 05 June 2025
Date effective: 01 July 2025
MVPDS0724-SPDS-1

This Policy is underwritten by Certain Underwriters at Lloyd's led by MS Amlin, Syndicate 2001.
This Policy is issued by MB Insurance Group Pty Limited, ABN 96 070 982 106, AFS Licence No. 243522 of Level 3, 77 King Street, Sydney NSW 2000.

Prestige Motor Vehicle Insurance

Product Disclosure Statement and Policy Wording

ISSUED BY MB INSURANCE GROUP PTY LIMITED
ABN 96 070 982 106 AFS LICENCE NO. 243522
ACTING UNDER A BINDER AS
AN AGENT OF CERTAIN UNDERWRITERS AT LLOYD'S

MB INSURANCE GROUP

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.

此乃关於保险的重要文件，它解释了根据保单条款什麽是受保、什麽是不受保项目，以及你方和我方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读和理解英文，请向能帮助你用你熟悉的语言理解内容的人求助。

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

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Document Number: MVPDS0724
Date of Preparation: 28 June 2024

Important Information

ABOUT THIS PRODUCT DISCLOSURE STATEMENT (PDS)

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

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the Policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal.

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

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

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

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

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

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

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

WHO PROVIDES THIS INSURANCE

The Policy is underwritten by certain underwriters at Lloyd's ("Lloyd's").

This Policy is issued by MB Insurance Group Pty Limited (MB) acting under a binder as an agent of certain underwriters at Lloyd's.

About MB

This insurance is issued by MB acting under a binder as an agent of certain underwriters at Lloyd's. We act on behalf of and in the interests of certain underwriters at Lloyd's. We do not act on your behalf. Our contact details are:

Address:	PO Box Q1233, QVB Post Office NSW 1230
Telephone:	(02) 9966 9777
Website:	mbinsurance.com.au
Email:	motor@mbinsurance.com.au

SIGNIFICANT FEATURES AND BENEFITS

This Policy provides protection against the cost of loss of or damage to your vehicle. In addition, cover is provided for your legal liability to pay compensation arising from an accident caused by your vehicle.

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

Type of Cover	Short Description	Page No.
If Your Vehicle is Damaged or Stolen	Cover for loss of or damage to your vehicle.	17
If You Damage Property or Injure People	Cover for the amount you may be held legally liable to pay as a result of an accident involving your vehicle – Limited to $32,500,000.	22
Other Benefits		
Four Year New Car Replacement	Vehicles less than 4 years old will be replaced with a new one of the same make/model/accessories including on road costs, or you can agree to accept the original agreed value.	17
Agreed Value	Fixed insured value for the period of your insurance.	17
Temporary Repairs	Essential emergency temporary repairs – Up to $1,000.	18
Hire Vehicle	If your vehicle is stolen or damaged in an accident which is entirely not your fault – Up to $100 per day and $3,000 in total. Transport costs to and from hire car provider up to $100 if we arrange the hire car for you.	20
Travel and Accommodation	Up to $2,000 to get you to your residence, destination or place of employment including any temporary overnight accommodation if the loss or damage occurs more than 100 kilometres from home.	18
Travel Costs	Up to $100 to return you and your occupants to your home if the loss or damage occurs less than 100 kilometres from home.	20
Personal Effects	Cover for personal effects stolen from or damaged in your vehicle – Up to $1,000.	18
Re-Keying and Re-Coding	As a consequence of theft of keys if reported to police.	18
Windscreen and Window Glass Replacement	Replacement of windscreens, sunroofs and other window glass – First claim does not require payment of an excess.	20
Glass Chip Repairs	Excess free glass chip repairs.	20
Finance Gap	In the event of a total loss we will pay 75% of the difference between the agreed value and the amount any finance provider of your vehicle requires you to pay to discharge the loan or lease for your vehicle excluding arrears, penalties and amounts refinanced.	18

Type of Cover	Short Description	Page No.
Removal of Vehicle	From the accident site to your home or the nearest repairer.	18
Repair Guarantee	Repairs are guaranteed for as long as you own your vehicle.	19
Trailers and Caravans	If a trailer or caravan owned by you is attached to your vehicle and is stolen or damaged in an accident – Up to $2,000.	19
Delivery of Your Vehicle After Repairs	If your vehicle is more than 100kms from your overnight parking address – Up to $500.	19
Funeral Expenses	For an approved driver who suffers a fatal injury – Up to $2,500.	19
Sign Writing	Cover for sign writing and fixed advertising for business use vehicles.	20
Baby Capsules and Child Seats	Cover for baby capsules or child seats that are damaged in an accident or stolen from your vehicle.	20
Cleaning Up After an Accident	Removal of debris from your vehicle following an accident – Up to $1,000.	19
Non-Standard Coverings and Coatings	Cover for damage sustained to non-standard coatings or coverings applied to the exterior of your vehicle that have been declared to us.	19

OPTIONAL BENEFIT – EXTRA COVER YOU CAN PURCHASE

Type of Cover	Short Description	Page No.
Extended Hire Vehicle	If your vehicle suffers loss or damage and a hire vehicle is not available as standard then you will be entitled to a suitable hire vehicle and we cover the cost to hire that vehicle up to the amounts shown on the Certificate of Insurance. Transport costs to/from hire car provider up to $100 if we arrange the hire car for you.	21

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

HOW TO APPLY FOR COVER

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

COST OF THE INSURANCE

Premium, taxes and charges

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

Administration fee

MB Insurance Group Pty Limited charges an administration fee of up to $250 per vehicle for arranging the insurance cover. The amount is based on the cost of preparing and distributing your Policy and will be shown on your Certificate of Insurance.

MB Insurance Group Pty Limited charges an administration fee of $20 for any change you make to your Policy during the period of insurance that results in a change to your premium.

Information relating to premium calculation

The factors referenced in 'Premium, taxes and charges' is not exhaustive. We may take other factors into account and add or remove factors. The importance we place on the factors we use to calculate the premium and how the factors combine, all affect calculation of the premium.

Some factors will not affect all components of the premium and not all components of the premium may be subject to discounts in the same way or at all.

How the factors combine to calculate premium may also be impacted according to your circumstances and other underwriting considerations. The premium determined by a combination of the factors may be adjusted up or down to reflect your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the premium from the combination of factors and may limit discounts.

Minimum premium and your previous year's premium are commercial factors that may limit premium increases and decreases from the combination of the factors and any discounts.

A minimum premium is the least amount of premium we will accept for the insurance and factors and any discounts will not reduce the premium below minimum premium. Your previous year's premium is taken into account on renewal and may limit premium increases and decreases from the combination of the factors and limit discounts.

The premium we calculate according to the factors, your circumstances and other commercial factors, including taxes and government charges, will be shown on your Certificate of Insurance.

Adjustment of premium on renewal

If we invite you to renew your Policy, we will send you a renewal invitation. If you make any changes to your Policy after we send you our renewal invitation, and we have agreed to continue to insure you, we'll send you an updated renewal invitation. You'll need to pay us any additional premium to ensure your cover is not affected.

A claim on your Policy may affect your renewal premium

If we send you a renewal invitation and the premium doesn't take into account a claim on your Policy, you agree to pay us any additional premium we would have charged if we had known about that claim.

If you tell us about the claim before your renewal takes effect and we agree to continue to insure you, we may apply specific conditions to your Policy and/or recalculate your renewal premium and send you an updated renewal invitation.

If your Policy has already renewed, we may ask you for an additional premium. If you're paying in instalments, any remaining instalments will be adjusted to reflect the additional premium. If you've already paid your renewal premium in full, you'll need to pay us any additional premium to ensure your cover is not affected. If you don't pay the additional premium by the due date then we may:

- deduct the outstanding premium amount from a claim payment, or
- cancel your Policy (see 'Cancelling your Policy').

If it was reasonable in the circumstances for you to be unaware that you had a claim until after we issued your renewal invitation, we will not ask you to pay the additional premium for that renewal period however the claim may affect your future renewal premiums and/or future Policy conditions.

Please note we may have other rights under this Policy or as permitted by law, depending on the circumstances.

Excess

You may be required to pay an excess if you make a claim under the Policy. Your Certificate of Insurance will include the details applicable to you.

HOW YOU CAN PAY YOUR PREMIUM

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

Overdue premium

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

CANCELLING YOUR POLICY

How you may cancel this Policy

You may cancel this Policy at any time by giving notice to your financial service provider or local MB office.

How we may cancel this Policy

We may cancel this Policy in any of the circumstances permitted by the Insurance Contracts Act 1984 or by any other law (for example, a failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

If you make a fraudulent claim on your Policy, we may cancel it or reduce your claim payment.

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

The premium and administration fees

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

The administration fee paid to MB Insurance Group Pty Limited is non-refundable in the event of a cancellation. MB Insurance Group Pty Limited also charges a cancellation fee of $20. This will be shown on your cancellation notice as an administration fee and will be deducted from any pro rata refund of premium.

COOLING OFF PERIOD

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

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

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

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. Where a payment is made to one insured under this Policy, we have no further obligations to any other insured regarding that payment.

YOUR DUTY TO TAKE REASONABLE CARE TO NOT MAKE A MISREPRESENTATION

Your duty when applying for insurance with us

By law, you must take reasonable care not to make a misrepresentation when entering into a contract of insurance with us. This means giving us true, complete and accurate answers to our questions, including where you provide information on someone else's behalf. We use your answers to decide whether to insure you and on what terms. If any of your answers are misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your Policy or treat it as if it never existed. If you don't understand a question, you're unsure how to answer or if anything is unclear, please call us.

Your duty when renewing insurance with us

If we invite you to renew your Policy, we will send you a renewal invitation which sets out the information we hold about you, your property and your Policy. By law, you must take reasonable care not to make a misrepresentation. This means before renewal, you must review this information and tell us if anything is wrong or if there have been any changes. Some types of changes may impact our offer of renewal terms. If we do not hear from you and you renew your Policy, this means you agree that the information you have previously provided to us is correct and that nothing has changed. If you do not tell us about anything that has changed, or if any of the information is misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your Policy or treat it as if it never existed. If anything is unclear, please call us.

REFERENCES TO LEGISLATION

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

SENDING YOU DOCUMENTS

Documents relating to your insurance policy will be sent by post or email. Where you have been given the choice, they will be sent by your chosen delivery method and you can change your preference at any time.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.

ELECTRONIC COMMUNICATION

Pursuant to the Insurance Contracts Act 1984 (Cth), a notice or other document may be given by electronic communication in accordance with the Electronic Transactions Act 1999 (Cth) and any regulations made under that Act. Amongst other things, this means that we can communicate with you by email.

If you are represented by an agent (eg. your insurance broker) and they provide us with their nominated email address, they and you consent to us delivering documents electronically to that email address, unless you or they tell us otherwise. Any documents sent by email will be considered to have been received by you and your Agent twenty four hours from the time we send them to that email address.

In all other cases, if you provide us with your nominated email address you consent to us delivering documents electronically to that email address, unless you tell us otherwise. Any documents sent by email will be considered to have been received by you twenty four hours from the time we send them to the email address.

It is you and your agent's obligation to ensure that any email address provided to us is up to date and let us know promptly if it changes.

GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to insurancecode.org.au.

COMPLAINTS

If you have any concerns or wish to make a complaint in relation to this Policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure.

Please contact us in the first instance:

MBIG Internal Dispute Resolution Officer
MB Insurance Group
Email: complaints@mbinsurance.com.au
Telephone: (02) 9966 9777
Post: PO Box Q 1233, QVB Post Office NSW 1230

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: idraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place,
Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA) if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

PRIVACY POLICY

In this privacy statement "we", "us" and "our" means the Insurer, MB Insurance Group Pty Limited's representative or MB Insurance Group Pty Limited acting under a binder as its agent and "you" or "your" means any individual whose personal information we collect for the purposes of the Policy.

We are bound by the requirements of the Privacy Act 1988 (Cth), which set out standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially any information or an opinion about an identified individual, or an individual who is reasonably identifiable. See the Privacy Act for full details of what constitutes personal information.

Our Privacy Policy is available at mbinsurance.com.au or you can contact us as follows:

MB Insurance Group Pty Limited
Level 12, 115 Pitt Street Sydney NSW 2000
Telephone: 02 9966 9777

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim and to make special offers of other services and products provided by us or those we have an association with, that might be of interest to you. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients, including in the United Kingdom. Who they are may change from time to time. You can contact us for details.

These third parties, which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, Lloyd's Regulatory Division and anyone either of us appoint to review and handle complaints or disputes, any other parties where permitted or required by law and federal or state regulatory authorities, including Medicare Australia and Centrelink, will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds or through websites from data you input directly or through cookies and other web analytic tools). If you provide information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us; and
- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it.

If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

By providing us with personal information, you and any person you provide personal information for, consent to these uses and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with please contact MB.

HOW TO MAKE A CLAIM

Please contact your financial service provider or MB to make a claim under your Policy. Full details of what you must do for us to consider your claim are provided in section 9 of the Policy.

MB can be contacted on the details provided on the final page of this document.

TAXATION IMPLICATIONS

Goods and Services Tax

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

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

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

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

Prestige Motor Vehicle Insurance Terms and Conditions

Insurer
The Policy is underwritten by certain underwriters at Lloyd's.

Our agreement with you
This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as shown in your Certificate of Insurance, subject to the terms and conditions of the Policy set out on pages 13 to 33. Cover is provided during the period of your insurance shown in your Certificate of Insurance or any renewal period.

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

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

The exclusions in section 7 and conditions in section 8 apply to all sections of this Policy.

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

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

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

1. DEFINITIONS

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

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

agreed value means the value of your vehicle shown in the Certificate of Insurance and is the maximum amount payable by us under this Policy for loss or damage to your vehicle. We will update this amount at each renewal in line with changes to the market value of your vehicle. It's important you check this value at each renewal to ensure it's appropriate for your needs.

approved driver has the meaning given to the phrase in section 6.1.

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

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

cyber incident means:

- an unauthorised or malicious act
- malware, virus, hacking, denial of service or similar mechanism
- programming or operator error, by you or anyone else

affecting access to, use of or operation of any of your vehicle's electrical systems or causing loss of, corruption of, or loss of access to electronic data.

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

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

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

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

MB Prestige Motor Vehicle Insurance Policy means a motor vehicle insurance Policy issued by MB Insurance Group Pty Limited ABN 96 070 982 106 AFS Licence No. 243522 on behalf of certain underwriters at Lloyd's.

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

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

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

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

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

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

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

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

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

we or us or our means MB Insurance Group Pty Limited (ABN 96 070 982 106) (AFSL 243522) acting under a binder as an agent of certain underwriters at Lloyd's.

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

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

2. TYPES OF COVER

We offer four types of cover, as described below. The type of cover you have selected is shown in your Certificate of Insurance.

2.1 Comprehensive Cover

Subject to the exclusions and conditions of this Policy, Comprehensive cover provides:

- protection against the cost of damage to or theft of your vehicle, and
- insurance for your legal liability to pay compensation arising from:
  - accidental damage to someone else's property, and
  - death or bodily injury to persons arising out of the use of your vehicle.

Additional benefits also apply.

2.2 Comprehensive 'Limited Kilometres' Cover

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

2.3 Comprehensive 'Low Kilometres' Cover

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

2.4 Storage Cover

As per Comprehensive cover, however if you have selected Storage cover then you will only be covered when:

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

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

3. IF YOUR VEHICLE IS DAMAGED OR STOLEN

BASIS OF SETTLEMENT

If your vehicle is damaged or stolen during the period of your insurance with us, we will, having regard to the circumstances of the loss or damage, either:

- repair your vehicle; or
- replace your vehicle; or
- pay the cost of repair of your vehicle up to the agreed value.

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

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

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

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

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

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

ADDITIONAL BENEFITS

3.1 Four Year New Car Replacement

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

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

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

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

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

3.2 On-Road Costs

Where you elect to accept a replacement vehicle under additional benefit 3.1 then we will also pay for the on-road costs of the new vehicle.

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

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

3.3 Finance Gap

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

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

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

3.4 Removal of the Vehicle

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

3.5 Temporary Repairs

If you need to have emergency repairs done to your vehicle after damage or theft covered by this Policy, so that you can get your vehicle to your destination or a repairer, then we will pay up to $1,000 for those repairs.

3.6 Accommodation and Travel in an Emergency

This additional benefit does not apply to Storage cover.

If you are more than 100 kilometres from your usual place of residence and your vehicle cannot be made roadworthy after damage or theft covered by this Policy, then we will pay up to $2,000 for the reasonable cost of getting you to your intended destination, usual place of residence or place of employment, including the reasonable cost of any temporary overnight accommodation.

3.7 Re-Keying and Re-Coding

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

3.8 Personal Effects

If your personal effects are stolen from or damaged in your vehicle following damage or theft covered by this Policy, then we will pay the cost to repair or replace the personal effects, up to $1,000 for loss of or damage to all personal effects for any one event.

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

3.9 Trailers and Caravans

If a trailer or caravan owned by you is attached to your vehicle and is damaged in an accident or theft covered by this Policy, we will pay up to $2,000 for repairs to the trailer or caravan.

3.10 Repair Guarantee

We'll guarantee the quality of workmanship and materials used in repairs we authorise and manage, for as long as you own the vehicle.

This guarantee does not apply to damage due to lack of maintenance or wear and tear (such as faded or damaged paintwork caused by exposure to the elements).

If you have concerns about the repairs to your vehicle you must:

- contact your financial services provider; and
- allow us to inspect your vehicle and arrange any additional repairs that we agree with you are needed.

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

If additional repairs are needed and it's not safe or economical to carry them out, your vehicle will be assessed as a total loss. If this happens after your vehicle is no longer insured with us, we'll pay its market value, calculated at the time your vehicle is assessed as a total loss.

3.11 Cleaning Up After an Accident

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

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

3.12 Non-Standard Coverings and Coatings

We will provide cover for damage sustained to non-standard coatings or coverings applied to the exterior of your vehicle that have been declared to us.

'Non-standard coatings and coverings' includes vinyl wraps or similar semi-permanent coverings, paint protection coatings or similar coatings.

We will pay to replace the coating or covering on areas of your vehicle damaged in an accident covered by your Policy but will not pay to replace the coating on areas that are not damaged. If the coating or covering is no longer available or the colour cannot be matched due to aging, wear and tear or changes in the coating or covering production process, we will pay you the cost of replacing the damaged coating with the nearest equivalent product.

3.13 Delivery of Your Vehicle After Repairs

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

3.14 Funeral Expenses

This additional benefit does not apply to Storage cover.

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

3.15 Baby Capsules and Child Seats

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

3.16 Travel Costs

This additional benefit does not apply to Storage cover.

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

3.17 Sign Writing

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

Sign writing excludes full-vehicle coatings and vinyl wraps. See additional benefit 3.12 Non-Standard Coverings and Coatings.

3.18 Excess Free Glass Cover

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

3.19 Glass Chip Repairs

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

3.20 Hire Vehicle

This additional benefit does not apply to Storage cover.

If your vehicle is:

- stolen and not recovered or is recovered damaged; or
- damaged as a result of an accident and the driver at the time of the accident was not at fault (as defined in section 8.1.1)

we will pay the cost of a suitable hire vehicle up to a maximum of $100 per day but limited in total to $3,000 for any one event. Cover will commence on the date your vehicle is taken to the repairer to commence repairs or, if your vehicle is stolen, on the date the theft is reported to the police.

Where we arrange the hire car for you then we will also pay up to $100 towards the cost of travel to collect the hire vehicle and to return to your place of residence or repairer following completion of the hire.

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

We will not be liable for and shall not pay:

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

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

OPTIONAL BENEFIT – EXTRA COVER YOU CAN PURCHASE

3.21 Extended Hire Vehicle

This optional benefit is not available if you have selected Storage cover.

If you have selected the Extended Hire Vehicle option and your vehicle suffers loss or damage covered by this Policy:

- resulting from an accident in which you were wholly or partially at fault; or
- where the responsible third party was not identified; or
- where a hire vehicle is not available under additional benefit 3.20 Hire Vehicle

we will pay the cost of a suitable hire vehicle up to a maximum daily amount shown in your Certificate of Insurance but limited to the maximum total amount shown in your Certificate of Insurance for any one event. Cover will commence on the date your vehicle is taken to the repairer to commence repairs.

Where we arrange the hire car for you then we will also pay up to $100 towards the cost of travel to collect the hire vehicle and to return to your place of residence or repairer following completion of the hire.

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

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

We will not be liable for and shall not pay:

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

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

4. CHOICE OF REPAIRER

If we agree to repair your vehicle then you may choose your own repairer. If you choose your own repairer you'll need to:

- get a quote from an appropriately licensed and equipped repairer of your choice
- allow us to assess the quote and your vehicle before we authorise repairs, and
- allow us to get a quote from another repairer if we need one.

We may not accept your repairer's estimate if we believe:

- 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.

We may invite, accept, adjust or negotiate estimates or arrange to move your vehicle to another repairer acceptable to both of us.

If you require assistance in selecting a repairer then we can recommend one to you.

5. IF YOU DAMAGE PROPERTY OR INJURE PEOPLE

5.1 Damage to another person's property

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

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

The maximum we will pay under section 5.1 for all claims arising out of an event is $32,500,000.

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

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

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

This cover is subject to the exclusions set out in section 7 and the conditions in section 8.

5.2 Personal Injury to Another Person

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

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

in Australian States and Territories only.

The maximum we will pay under section 5.2 for all claims arising out of an event is $32,500,000.

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

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

We do not provide cover:

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

This cover is subject to the exclusions set out in section 7 and the conditions in section 8.

5.3 Claims for the Same Event or Accident

If you make claims under section 5.1 and 5.2 in relation to the same event or accident, the maximum we will pay for the total of all claims arising from one event is $32,500,000.

5.4 Driving Another Vehicle

We will extend cover under sections 5.1 and 5.2 to any amount which you are legally liable to pay for damage to property or injury to another person as a result of an accident during the period of your insurance caused by or arising out of the use of a substitute vehicle provided that:

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

This cover is subject to the exclusions, conditions and limits of liability set out in sections 5.1, 5.2, 5.3, 6, 7 and 8.

5.5 Legal Protection for Your Business or Work

If you have an accident when you are using your vehicle for business purposes and your employer, principal or a partner becomes liable for damage to another person's property, then your employer, principal or partner is covered as described in section 5.1.

This cover is subject to the exclusions, conditions and limits of liability set out in sections 5.1, 6, 7 and 8.

5.6 Maritime Liability

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

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

This cover is subject to the exclusions, conditions and limits of liability set out in sections 5.1, 6, 7 and 8.

5.7 Legal Costs

If you have to defend legal proceedings arising from an accident involving your vehicle and you are covered for it under section 5.1 or 5.2, then we will pay in addition, your legal costs. You will need to speak to us first before you incur those costs.

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

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

6. APPROVED DRIVER

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

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

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

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

7. EXCLUSIONS

The following exclusions apply to all sections of the Policy.

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

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

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

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

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

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

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

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

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

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

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

(ii) any act of terrorism.

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

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

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

(iv) Any chemical, biological, bio-chemical, or electromagnetic weapon.

(v) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

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

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

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

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

7.9 You are not insured while your vehicle is:

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

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

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

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

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

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

7.14 You are not insured for depreciation of your vehicle.

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

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

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

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

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

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

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

7.22 We are not liable for the loss of any proceeds from the sale of your vehicle.

7.23 We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

7.24 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 unlawful for us to do so.

7.25 There is no cover under any section of this Policy for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with a cyber incident.

However we will cover physical loss of or damage to your vehicle resulting from:

- damage to, failure of or unavailability of its electrical systems
- loss of, corruption of, or loss of access to electronic data

caused by a cyber incident, if such loss is not otherwise covered by this Policy.

7.26 We will not be liable for any financial or non-financial consequential loss related to damage to your vehicle, such as:

- lost profits or income because you can't use your vehicle
- loss due to delay in repairs because a part isn't readily available
- loss due to delay in delivery of any replacement vehicle provided under additional benefit 3.1
- any diminished value of your vehicle after it's been properly repaired.

7.27 You are not insured for intentional, reckless or fraudulent acts by You, any owner, driver or passenger of your car, or anyone acting with your or their express or implied consent. Examples of reckless acts include (but are not limited to) street racing, intentionally driving into flood water and driving at excessive speed. This exclusion does not apply if your car was stolen.

8. CONDITIONS THAT APPLY TO YOUR POLICY

8.1 Excess

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

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

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

- your vehicle is being driven (in the course of their employment) by an employee of a service station, garage, hotel, restaurant, or other commercial business for the purpose of overhaul, upkeep, repair or car parking; or
- your vehicle is being driven by a licensed driver because a serious medical emergency has arisen; or
- your vehicle is being driven by any licensed driver employed by a professional chauffeur or limousine service for the sole purpose of one-off transportation of your vehicle, occupied by you or an approved driver, to your home, workplace or place of temporary accommodation; or
- the only damage to your vehicle is to a windscreen, sunroof or window glass subject to additional benefit 3.18 or 3.19.

8.1.1 If the accident is the fault of another driver

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

- you will not have to pay the excess; and
- you will qualify to receive the hire vehicle benefit as defined in additional benefit 3.20.

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

8.2 Other Persons

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

8.2.1 Other Persons or Entities

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

8.3 Modification of Your Vehicle

You must notify us within 14 days if you:

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

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

8.4 Replacing Your Vehicle

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

But we will only provide this cover if:

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

8.5 Contribution Towards the Cost of Repairs

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

8.6 Security System

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

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

But we will pay if:

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

8.7 Contribution and Other Insurance

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

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

8.8 Claims Administration, Going to Court, Recovery Action and Legal Liability Claims

If you suffer loss or damage due to an incident for which someone else is responsible, you may have a legal right to recover some or all of the loss or damage from that person, including by taking legal action against them. 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. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. You must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without our permission.

When we pay a claim and some of your 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 and statements 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.

If we successfully recover more than we paid for your claim under your Policy, we will first keep the amount we paid for your claim and the amounts we paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, we will pay you the remainder to compensate you for loss that was not insured. Finally, we will keep any remaining amounts.

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 any amounts we pay to you under the Policy as well as our reasonable administration, investigation and legal costs from anyone at fault in relation to the fraud.

When we cover you for a legal liability claim, we may:

- arrange for a lawyer to represent you or we may act on your behalf;
- attempt to settle the claim; and/or
- defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

8.9 Interest

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

8.10 Policy Variation or Waiver

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

8.11 Premium

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

8.12 Service of Suit

The underwriters accepting this insurance agree that:

(i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the insurers may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603 Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the underwriters' behalf;

(iii) if a suit is instituted against any of the underwriters, all underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

8.13 Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

8.14 Third Party Rights

Subject to any rights a beneficiary may have pursuant to the Insurance Contracts Act 1984 (Cth), no third party will be able to enforce any rights under this Policy.

9. MAKING A CLAIM

9.1 If you have an accident then you should:

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

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

You should then:

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

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

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

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

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

9.2 Claiming for a broken windscreen, sunroof or other window glass

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

9.3 Claiming for a stolen vehicle

If your vehicle is stolen, you should:

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

You should then:

- complete the MB Insurance Group claim form and return it to us
- wait 28 days to see if the vehicle is recovered.

If your vehicle is recovered, you should immediately notify MB Insurance Group as soon as possible. If your vehicle is not recovered, we will pay you as described in section 3.

10. OUR PARTS POLICY

We may replace damaged parts with new, recycled, reconditioned or quality non-genuine parts that:

- are consistent with the age and condition of your vehicle;
- do not affect the safety or the structural integrity of your vehicle;
- comply with the vehicle manufacturer's specifications and applicable Australian Design Rules; and
- do not void the warranty provided by the vehicle manufacturer.

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

If any part of your vehicle is damaged in an incident covered under this Policy, and a replacement part is unavailable, we will reimburse you in accordance with the Basis of Settlement. Under no circumstances will we be liable for more than the last known manufacturer's Australian recommended list price or the retail price of that part from a reputable commercial retailer at the time we settle the claim.

MB Insurance Group Pty Limited
(ABN 96 070 982 106)

NSW: PO Box Q1233, QVB Post Office NSW 1230
Phone (02) 9966 9777 Fax (02) 9928 5656

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

mbinsurance.com.au

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

General Enquiries

QLD:
MB Insurance Group Pty Limited
PO Box Q1233, QVB Post Office NSW 1230
Phone (07) 5530 2399 Fax (07) 5530 2914

VIC/TAS:
MB Insurance Group Pty Limited
PO Box Q1233, QVB Post Office NSW 1230
Phone (03) 9602 4268 Fax (02) 9928 5656

SA: BInsured Pty Ltd
Corporate Authorised Representative
GPO Box 213, Park Holme SA 5043
Phone (08) 8410 1788

WA/NT/ACT:
MB Insurance Group Pty Limited
PO Box Q1233, QVB Post Office NSW 1230
Phone 1300 651 004 Fax (02) 9928 5656

Claims

PO Box Q1233, QVB Post Office NSW 1230
Phone: (02) 9966 9777 Fax (02) 9928 5656
claims@mbinsurance.com.au