

Product Disclosure Statement

Motor Vehicle – Comprehensive

About this Product Disclosure Statement (PDS)

This PDS contains important information to help you understand your motor vehicle insurance.

The Insurer

Certain Underwriters at Lloyds have agreed to insure you, in return for payment of the premium shown in your certificate of insurance, and in accordance with the terms and conditions of your policy. You can obtain further details of the syndicate numbers by requesting them from us.

MHIA

Manufactured Homes Insurance Agency, a division of Argenta underwriting Asia Pte Ltd, a limited liability company incorporated in Singapore (ARBN 23608570716 AFS lic. # 482725) (MHIA) is an underwriting agency. MHIA acts as the agent of the insurer to market, solicit, offer, arrange and administer this home insurance. MHIA has binding authority to issue contracts of insurance and to deal with or settle claims on behalf of the insurer. All contact in relation to this insurance should be made through MHIA.

Duty of Disclosure

Before you enter into your policy with us, you have a duty under the insurance contracts act 1984 (the act) to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The act imposes a different duty the first time you enter into your policy with us, to that which applies when you renew, vary, extend, reinstate or replace it.

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

We will ask you various questions when you first apply that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms. When you answer those 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 know.

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

When you renew, vary, extend, reinstate or replace your policy, your duty is to disclose to us before the renewal, variation, extension, reinstatement or replacement every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

What you do not need to tell us

Your duty however does not require disclosure of a matter:

- That diminishes the risk to be undertaken by us;
- That is of common knowledge;
- That we know or, in the ordinary course of business, ought to know;
- Where we waive your duty to comply.

Who does the Duty of Disclosure apply to?

The duty of disclosure applies to you and everyone that is an insured under your policy.

What happens if You or they do not comply with the Duty of Disclosure?

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your policy in respect of a claim or cancel your insurance policy or both. If the non-disclosure is fraudulent, we may be able to treat your policy as if it was never effected.

Your policy terms and conditions

Your contract with us

Your insurance policy is a legal contract between you and us. You have agreed to pay the premium to us and we agree to provide you with the insurance. Your policy with us is made up of this PDS and your certificate of insurance.

The certificate of insurance will contain important information relevant to your insurance including the period of insurance, your premium, details of your property, the excess(es) that will apply to you and others and whether any standard terms in this PDS have been varied for you in any way.

The insurance is for those covers set out in your certificate(s) of insurance and only for the period of insurance shown on the certificate(s) of insurance.

You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items you insure.

Before expiry we will send you a renewal notice which tells you whether we will renew and on what terms. The renewal notice will tell you what is required to renew your insurance policy.

Application of policy limits

We only provide cover up to the amount(s) and limits specified in your policy and subject to its other terms, conditions and exclusions. All amounts include GST.

Excesses

An excess will apply when you make a claim. An excess is the amount you must contribute towards any claim you may be eligible to make under this policy. When an excess applies we will reduce the amount we pay by the amount of the excess or we will ask you to pay it.

The type and amount of excess is shown in your certificate of insurance. We agree on the amount of the excess(es) with you when you apply for insurance. The amount of the excess will be based on excess factors that affect the risk insured by your policy, including where you live, the type of claim that will trigger the excess and your insurance history.

Set out below is an example of how an excess might apply in the event of a claim:

Your motor vehicle has suffered severe damage as a result of a storm passing over your suburb. The cost of repairs to your motor vehicle is \$10,000. Your certificate of insurance shows that you have a \$600 excess. Our claim payment reimbursing you for the overall loss will be reduced by \$600, meaning we will pay \$9,400.

How to make a claim

The General Conditions section tells you what you need to do. Before we pay any claim, we require evidence to support the claim, e.g. Proof of ownership/value, extent of damage.

Please ensure that where possible, you keep any photographs or other documentation in support of the claim to make the process as easy as possible.

Any claim settlements, up to the total of all amounts insured, will include GST. However, if you are, or would have been, entitled to a GST input tax credit with respect to the claim payment, the GST component of your claim will be deducted from your claim settlement, proportionate to your entitlement.

Please contact MHIA claims department immediately to notify us of your claim.

If you call outside our normal business hours and your claim is urgent you will be directed to our 24 hour emergency number.

We may refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular:

- Where an exclusion applies;
- If you do not comply with the terms and conditions of your policy;
- If you do not comply with your duty of disclosure or make a misrepresentation; or
- If you make a fraudulent claim.

Cost of this insurance

The insurance provided is subject to your payment of the required premium by the agreed time. Your premium includes amounts payable in respect of compulsory government charges (including stamp duty, GST and any fire services levy).

We take various factors into consideration when we calculate your premium, including:

1. The motor vehicle:
 - a. Motor vehicle brand
 - b. Motor vehicle model
 - c. Motor vehicle type

Your premium will be higher or lower depending on cost of parts and repairs and the numbers of accidents and the amounts we pay in claims for each brand, model and type of motor vehicle.

2. Your history:
 - a. Motor vehicle accidents
 - b. Driving offences
 - c. Drivers' age

The greater the number of accidents and offences, the higher your premium will be.

3. The amount(s) insured for:
 - a. Your motor vehicle

The greater the amount insured, the higher your premium will be.

4. The address where your motor vehicle is normally kept;

The greater the risk at the address where your motor vehicle is normally kept, the higher your premium will be.

5. Your previous insurance history.

If you have a poor claims history, your premium will be higher.

6. An additional discount applies whilst you have a home policy with us.

A combination of the above factors may take your overall risk outside the limits of our guidelines for acceptable risks. In this case we will advise you why we cannot offer you insurance and of alternative organisations that may assist you.

When you apply for this insurance, you will be advised of the total amount payable including MHIA's fees, which are in addition to the premium.

If you choose to insure, the amounts due will be clearly set out in your certificate of insurance.

Paying your premium

You must pay this amount in the time required by one of our acceptable payment methods. For more information on our payment options see payment option in the table of contents. If you do not pay your premium in the required time we may take steps to cancel your policy.

You may choose to pay your premium by instalments. If you do so it will not increase the cost of this insurance.

If you pay your premium by instalments and you do not pay any premium instalment by the agreed date, we will:

- In the event of a claim, not pay for any loss, damage or liability incurred if the instalment is more than 14 days overdue.
- Automatically cancel the policy if any premium instalment is more than one month overdue

Notices

If you are required by this policy to give us advice of anything or if you wish to seek a change in what the policy insures, your advice to us must be in writing and this must be confirmed by us in writing, otherwise you cannot be sure you are insured.

Cancellation

By you: you may cancel this policy at any time by telling us in writing the date on which cancellation will take effect.

We will retain the premium, which applies to the days the policy has been in force together with our cancellation fee of \$22.00. We do not refund any premium if we have paid the amount insured or the limit of indemnity on any claim. We do not refund any amounts payable below \$5.00.

By us: we may cancel a policy as allowed by the insurance contracts act 1984 and we notify you in writing.

We refund the premium less an amount to cover the period for which you were insured. We do not refund any premium if we have paid the amount insured or the limit of indemnity on any claim.

We will pay the refund back to the credit card with which the premium was originally paid or to any bank account nominated by you.

Cooling off rights

Even after you make a decision to purchase this insurance, you still have cooling off rights. You can cancel your insurance by notifying us in writing within 21 days of cover commencing and we will refund the premium paid, unless something has occurred for which you can claim under the policy.

Even after this cooling off period ends, you still have cancellation rights (see cancellation clause in this product disclosure statement).

Disputes

For information on how we handle disputes about this insurance please see the disputes section in the financial services guide.

Code of practice

The underwriters at Lloyds proudly support the insurance council of Australia's general insurance code of practice (the code). The purpose of the code is to raise the standards of practice and service in the insurance industry. However, the code does not apply to the underwriters at Lloyds for claims adjusted outside Australia.

We have adopted and comply with the code. If you want further details, please contact us or go to <http://codeofpractice.com.au>.

Service of suit

The Lloyds 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 Lloyd's 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 Lloyd's Underwriters 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 and to appear on the Lloyd's Underwriters' behalf.

- (iii) If a suit is instituted against any of the Lloyd's Underwriters, all Lloyd's Underwriters participating in this Insurance will abide by the final decision of any such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Coverholder placing this insurance.

Privacy

MHIA and its underwriters and representatives are bound by the obligations of the Australian Privacy Principles.

Our Privacy Policy applies to the management of “Personal information”, which is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Information will be obtained from individuals directly where possible. Sometimes it may be collected indirectly.

Only information necessary for the arrangement and administration of MHIA's business by MHIA and its underwriters and representatives is collected. This includes information necessary to accept the risk, to assess a claim and to determine competitive and appropriate premiums. We only ask for and take into account relevant information.

MHIA and its underwriters or representatives disclose personal information to third parties who they believe are necessary to assist them in doing the above. This will include Our claims assessors, or any other person involved in the assessment or management of any claim and legal and financial advisors. These parties only use the personal information for the purposes We provided it (or if required by law).

When you give MHIA and its underwriters or representatives personal information about other individuals, we rely on you to have made or make them aware that you are providing 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, before supplying us with the relevant information.

You are entitled to access information about you that we have relied on in making decisions that concern your insurance with us. You also have the opportunity to correct any mistakes or inaccuracies in the information we hold about you. In special circumstances, we may decline to release information but we do not do so unreasonably. Special circumstances may include, but are not limited to, information that is subject to privacy laws, information that is protected from disclosure by law, or where the release of the information may be prejudicial to us in relation to a dispute about your insurance. Where we decline to release information, we give you reasons and you have the right to request us to review our decision through our complaints handling procedures. We provide our reasons in writing upon request.

Finally, you may also opt out of receiving materials sent by MHIA by contacting our office. For the full text of our Privacy Policy, contact our office or refer to our website.

Updating this PDS

We may update the information contained in our PDS when necessary without notifying you, if the update is not materially adverse to you. A paper copy of any updated information is available to you at no cost by calling us.

Definitions

In your policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

Agreed value - means the value we agree to insure your motor vehicle for. This value is shown on your certificate of insurance and it includes GST, on-road costs, registration and any CTP insurance, you should take this into account when you decide on your agreed value.

Business use - means if your motor vehicle is used in connection with a business, is used for goods carrying or is registered for business use.

Motor vehicle - means the motor vehicle described in the certificate of insurance and registered for use on public roads. It includes:

- Standard equipment supplied with your motor vehicle when new
- Unlisted accessories up to \$500 fixed to your motor vehicle; and
- Listed accessories fixed to your motor vehicle.

Period of insurance - means the period described in the certificate of insurance.

Personal effects - includes child or pet seats or restraints, but does not include:

- Electronic equipment including
 - Mobile phones
 - Computers or computerised equipment

- Personal entertainment devices
- Portable global positioning systems
- Cash, credit cards or negotiable instruments
- Firearms
- Tools used or goods carried in connection with any business or occupation
- Standard equipment, modifications or accessories

Private use means - your motor vehicle is used for private, social, domestic or pleasure purposes.

Total loss - means your motor vehicle is uneconomical to repair. It will be uneconomical to repair if the repairs plus the salvage value of the damaged motor vehicle equals or exceeds the amount insured.

Trailer - means a wheeled vehicle that is connected to your motor vehicle and:

- a) Has no propulsion system of its own
- b) Is no wider than 2.4 metres
- c) Is no longer than 5 metres
- d) Is not designed for habitation; and
- e) Is not used for commercial purposes

We, us, our - means the insurer through its coverholder MHIA.

You, your - means the person(s) named as the insured in the certificate of insurance

Motor vehicle cover

Your motor vehicle and trailer are insured for private use against accidental damage or theft anywhere in Australia during the period of insurance, including while in transit by boat.

The amount insured for your motor vehicle will be the agreed value.

What we will pay for a claim

If you suffer a loss under this policy for damage to your motor vehicle we will choose, at our option, to:

- repair or replace your motor vehicle;
- pay you the cost to repair or replace your motor vehicle; or
- pay you the amount insured shown in the certificate of insurance.

If your motor vehicle is damaged in an accident, or stolen and recovered in a damaged condition and:

- is a total loss, we will pay you the amount insured; or
- is only partly damaged and not a total loss, we will not pay any more than we would have paid if your motor vehicle was a total loss
- if your motor vehicle is stolen and not recovered we will pay you the amount insured

The maximum we will pay is the amount shown for amount insured on the certificate of insurance.

Trailer cover

Your trailer is insured for private use whilst attached to your motor vehicle against accidental damage or theft anywhere in Australia during the period of insurance, including while in transit by boat.

This policy does not provide cover for anything carried in or on the trailer.

What we will pay for a claim

If you suffer a loss under this policy for loss or damage to your trailer, we will choose at our option, to:

- pay you the cost to repair or replace your trailer, less an amount for wear, tear and depreciation; or
- pay you the maximum cover for your trailer of \$750.

Additional benefits

The following additional benefits apply to this policy;

Benefit	Amount of cover
Automatic cover of replacement motor vehicle	If you change your motor vehicle, we will automatically cover your replacement motor vehicle for up to 14 days from date of purchase. We will only continue to cover you for the replacement vehicle after 14 days if you ask us and we agree to insure the replacement and you pay any additional premium we charge. The maximum we will pay is the market value of the replacement vehicle or the amount shown on the current certificate of insurance, whichever is the lesser.
Emergency repairs	If your motor vehicle or trailer are damaged in an accident, we will pay up to \$500 towards the cost of emergency repairs. If your motor vehicle and trailer are damaged, \$500 is the total we will pay for emergency repairs for both. We will not pay \$500 for each.
Windscreen replacement	For your first accidental windscreen breakage (where only the windscreen is damaged) claim in any period of insurance your no claim bonus will not be affected. Your windscreen excess, shown on the certificate of insurance, will apply.
Hire of a motor vehicle	<p>If your motor vehicle is; Accidentally damaged or Stolen; and The claim has been accepted by us.</p> <p>We will pay the reasonable cost of hiring a similar motor vehicle up to a maximum of \$70 per day for 30 days.</p> <p>You will be responsible for all other costs of the hire car for example; The deposit, Security bond, Fuel, Pick up and return to pick up location, Excess reduction costs</p> <p>If you withdraw or we refuse to accept the claim, you may be required to refund any cost we incur for the hire car.</p>
Emergency travel, accommodation and repairs	<p>If your motor vehicle is; Accidentally damaged or Stolen; and The claim has been accepted by us And, you are more than 100kms from home we will pay the reasonable cost for emergency travel, accommodation and repairs. The most we will pay for any one claim is a combined total of \$500.</p>
Recovery – damage or theft	<p>If your motor vehicle is damaged or stolen and recovered damaged, more than 100 kilometres from your home town;</p> <p>We will pay the reasonable cost to transport the motor vehicle and trailer to your home or a location of your choice, whichever is the lesser (either before or after repairs are effected).</p>
Towing & storage	<p>If your motor vehicle and trailer are damaged in an accident;</p> <p>We will pay the cost of removing the debris from the accident and towing your motor vehicle and trailer to the nearest repairer; and</p>

	We will pay the cost to store your motor vehicle and trailer if required & agreed to by mhia up to \$30 per day for 30 days.
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Example of claim payment

Your motor vehicle and trailer are damaged in a motor vehicle accident on a country road 100 kilometres from Katherine in the northern territory and costs \$19,500 to repair and your excess is \$600. It also costs \$600 to tow your motor vehicle & trailer from the accident site to the repairer in Katherine. As the parts are not available in Katherine for 5 weeks the repairer will charge \$300 per week storage for 4 weeks. The repairs will take an additional 3 weeks meaning your motor vehicle will not be available to you for a total of 8 weeks. You are unable to stay in Katherine that long as you have to return to work in two weeks' time. You now have to hire a vehicle to drive home to Melbourne and use when you arrive home. This will cost you \$60 per day. Your accommodation for the trip home will cost \$90 per night for 4 nights. Once your motor vehicle is repaired you then need to arrange to have it returned to you. The cost to transport a car from Katherine to Melbourne is \$1,500.

We will pay \$19,500 less \$600 = \$18,900 for the repairs.

In addition we will pay:

A) the costs to tow your motor vehicle & trailer to the repairer in Katherine \$600.

B) storage costs for your motor vehicle & trailer 21 days by \$30 (policy maximum) = \$630.

C) \$60 per day for 30 days for your car rental \$1,800.

D) \$90 per night for accommodation for 4 nights (this is regardless of the fact that you would have needed accommodation had the accident not occurred) \$360.

E) the reasonable cost to return your motor vehicle from Katherine to Melbourne \$1,500.

Personal effects

Personal effects are insured if they are stolen from your locked motor vehicle in the period of insurance or damaged while in your motor vehicle as a result of an event covered by this policy.

What we will pay for a claim

We repair or replace any personal effects that are damaged or stolen as far as possible to their original condition. Or, at our option, we pay the reasonable cost of doing so.

The maximum we will pay for all personal effects in any one incident is \$500.

The excess will be the applicable excess shown in the certificate of insurance.

Example of claim payment

Your keys, locks and barrels are stolen and costs \$900 to replace and your excess is \$600

We will pay \$900 less \$600 excess = \$300

What is not covered by your motor vehicle, trailer or personal effects insurance

Your motor vehicle and trailer and personal effects are not insured against damage caused by, arising from or involving any of the following:

- Any damage that existed before the commencement of the period of insurance
- Any process of repairing or restoring
- Any mechanical or electrical breakdowns, failures or breakages
- Damage by any person or organisation who lawfully destroys or takes possession of your motor vehicle or trailer or personal effects
- Damage caused by birds, animals, insects, pets, moths or vermin
- Damage caused by wear, tear, rust, corrosion, wet/dry rot or gradual deterioration
- Damage to exterior paintwork caused by the action of water, sand or rain
- Damage to the underside of the motor vehicle or trailer (including wheels, axles, suspension, springs and frame) whilst the motor vehicle or trailer are being used off road, unless the motor vehicle and trailer have been purpose built for off road use
- Damage to tyres caused by the road, by the application of brakes or by punctures
- Depreciation

- Failure to secure motor vehicle or leaving in an unsafe position after breakdown, damage or stolen and recovered
- Failure to limit and prevent further loss or damage by continuing to drive or tow your motor vehicle or trailer after it is damaged or shows signs of mechanical problems or becomes unsafe or un-roadworthy
- Hail occurring within 48 hours of the commencement of the period of insurance or any increase to the amounts insured by an endorsement to this policy, unless this policy replaces another policy covering this motor vehicle or you became responsible to insure this motor vehicle as purchaser immediately before the commencement of this policy
- Indirect or secondary loss
- Intentional damage by you or any person acting with your express or implied consent
- Lack of maintenance
- Registration and compulsory insurance costs
- Being used, or tested in preparation, for any motor sport or time trial
- Being used in connection with the motor trade for experiments, tests, trials or demonstration purposes
- Reduction in the value of your repaired motor vehicle or trailer
- Structural defects, faulty design or faulty workmanship
- The cost of fixing faulty repairs where the repairer was not appointed by mhia.
- The cost to repair or replace failed components (including tyre blow-out, broken axles, springs or frame) but we will cover any resultant damage. This exclusion will not apply if the component failed as a result of an accident
- The use or storage of hazardous goods or substances (as defined by any state or federal legislation) in or on your motor vehicle or trailer unless you have complied with all applicable laws and regulations
- Theft:
 - By anyone who is covered by this policy
 - By anyone to whom your motor vehicle or trailer is entrusted to
 - By anyone with your consent
 - By anyone for whose debt your motor vehicle or trailer is security under any agreement entered into by any person covered by this policy
- Forming part of a person's or motor dealer's stock in trade

Legal liability cover

Your policy insures you or any person driving your motor vehicle (or a substitute for your motor vehicle whilst it is being serviced or repaired) with your permission against legal liability to pay compensation for:

- bodily injury, death or illness to other people or
- loss or damage to other peoples' property

In the period of insurance, anywhere in Australia, arising out of the use of your motor vehicle (or any attached trailer) for private use.

We will also pay the reasonable legal costs and expenses, incurred with our written consent, to defend any claim covered under this liability cover.

What We will pay for a claim

The maximum amount we pay is the amount shown on the certificate of insurance.

We pay up to this amount for all claims (including all costs and expenses) arising out of the one event.

Example of Claim payment

Claim example

If you damage someone else's property and we or a court decided that you are liable to pay \$10,000 for a claim made by another person against you and your excess is \$400 and our legal costs are \$1,500.

You must pay us \$400.

We pay our legal costs of \$1,500 and we will pay the person who claimed against you \$10,000.

What is not covered by your legal liability insurance

Your legal liability insurance does not insure you against any claim for:

- bodily injury, death or illness to You or any person in charge of Your Motor Vehicle
- bodily injury, death or illness which You are entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme, or would have been entitled to indemnity but for Your failure to insure or register Your Motor Vehicle or Trailer; lodge a claim in accordance with the requirements; or comply with a term or condition of any such scheme
- bodily injury, death or illness to You or any person who is a member of Your family or any person who normally lives with You
- loss or damage to property belonging to You, or Your employees or to property in Your physical or legal control
- any damages, fines or penalties
- liability arising out of the use of any other Vehicle other than a substitute for Your Motor Vehicle whilst it is being serviced or repaired

What is not covered under any section of this policy

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by, or arises from, or involves any of the following:

Condition or use of your vehicle

You are not insured under any part of this policy if your motor vehicle or trailer;

- Is unregistered
- Is being driven for business use
- Is let or hired for reward
- Is being used:
 - Contrary to any law
 - In an un-roadworthy condition
- Has been modified in any way from the manufacturer's specifications (unless agreed by MHIA in writing prior to any claim)
- Is outside Australia
- Is being driven or operated by or in the charge of a person who does not have a driver's licence when required by law to have one
- Is being tested in preparation for racing, pace making, a reliability trial or a speed or hill climbing test, or is being used on a race track for any purpose
- Is being driven or operated by or in the charge of a person:
 - Who is under the influence of alcohol or any drug
 - Who has more than the legal limit of alcohol or any drug in their blood
 - Who refuses to undergo a legal test for alcohol or drugs
 - Who did not without a reasonable cause remain at the scene of the accident/event until the police arrived or when required by law to do so
 - Failed to comply with any condition of the driver's licence or learner's permit
 - Who did not take reasonable precautions for the safety and security of the motor vehicle. For example: leaving keys in motor vehicle when it is unattended; or
 - Who did not do everything possible to limit and prevent further loss or damage. For example: continuing to drive after the vehicle is damaged or shows signs of mechanical problems or becomes unsafe or unroadworthy.

If you were not the driver or the person operating or in charge of the motor vehicle at the time of the accident, we will give you cover if you can satisfy us that you did not know, and could not have reasonably been aware, that the driver or the person operating or the person in charge was affected by alcohol or drugs or refused to be tested.

- Are lawfully destroyed or taken possession of by any person or organisation

Consequential Loss or Extra Costs

This policy does not insure any consequential losses or extra costs that occurred as a result of an incident covered by Your policy, for example;

- Loss of income or wages,

- Medical expenses
- Professional, expert, or legal costs unless You obtained authority from Us in writing prior to incurring these costs
- Costs related to stress or anxiety
- The cost of Your time to help Us with Your claim or to prove Your loss
- Any other costs not covered by this policy

Incorrect fuel use

This policy does insure you for loss or damage to your car (including damage to your car's engine) caused by using the incorrect fuel for your vehicle.

Deliberate Acts Exclusion

This policy does not insure deliberate acts by:

- a) You; or
- b) Anyone you permit to drive your motor vehicle

War and Terrorism Exclusion

This policy does not insure death, injury, illness, loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other contributing cause or event:

- War, invasion, acts of foreign enemies, hostilities or warlike 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; or
- Any act of terrorism – for the purpose of this exclusion, terrorism means an act including but not limited to the use of threat of force or violence by any person(s) or group(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

This policy also excludes death, injury, illness, loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above exclusions.

Asbestos & Toxic Mould Exclusion

This policy does not insure death, injury, illness, loss, damage or liability of any nature, which is directly or indirectly connected in any way with asbestos or toxic mould.

'toxic mould' means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Electronic Data Exclusion

This policy does not insure loss or damage caused by:

- a) the corruption or destruction of data, coding program or software and/or:
- b) the unavailability of data and malfunction of hardware, software and embedded chips
- c) any secondary financial or business losses resulting from a) or b) above.

Radioactivity & Pollution Exclusion

This policy does not insure death, injury, illness, loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other contributing cause or event:

- a) Radioactivity or any nuclear fuel, material or waste
- b) Pollutants or contaminants

General conditions

The following conditions apply to all cover under this policy.

When you have a policy you must:

- a) Keep all insured property in good condition
- b) Comply with legislation and Australian standards
- c) Comply promptly with requirements of public authorities
- d) Take reasonable care to safeguard yourself and all insured property
- e) Take reasonable care to avoid causing harm to others or to property belonging to others
- f) Tell us immediately:
 - a. If there is any material change in the insured property (including where it is kept) or in the nature of the risk
 - b. If you no longer have an interest in the insured property
 - c. If you take out any other insurance which covers any insured property or liability against similar risks
- g) Make sure that any safety or security system installed to protect your property is in working order and activated.

Claims

If the loss is a motor vehicle accident;

- Depending on the laws of the state or territory in which the accident occurs, you must:
 - a. Contact the police if any person was injured as a result of the accident;
 - b. Request the police to attend the scene of the accident
 - c. 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.
- If possible, get the full name, address and phone number of the person or persons involved in the accident, as well as the motor vehicle registration numbers and insurance details.
- Do not admit guilt or liability to anyone, offer, agree or promise to settle any claim without our prior consent.
- Do not carry out or authorise any repairs or replacement of property without our prior consent (other than emergency repairs up to \$500).

Contact us immediately;

- To tell us of the event leading up to your claim
- Provide us with proof of how the damage occurred. Acceptable proof includes:
 - Police reports
 - Witness reports
- Provide us with proof of ownership of the items damaged or stolen. Acceptable proof includes:
- Receipts of purchase
- Valuations
- Credit card or bank statements showing the purchase
- Instruction booklets or owners' manuals
- Model and serial numbers
- Photographs of the items
- Allow us or our assessors, adjustors or investigators access to your motor vehicle to enable us to confirm the cause of the claim and quantify your loss
- Make your damaged property available to us or our assessors, adjustors or investigators
- Do everything you can to limit the loss, damage or injury and to prevent further loss or damage
- Immediately tell the police if a criminal act might be the cause of the loss or damage
- Immediately send us any correspondence you receive about the event
- Do keep any damaged property for inspection and assessment by us.

If you are making a claim, unless you have our consent, you must not;

- Carry out repairs or dispose of any damaged property until we have had the opportunity to inspect it
- Admit liability to anyone else
- Negotiate, pay or settle a claim with anyone else.

If an event happens that causes loss, damage or injury, we may;

- Take over and conduct in your name the defence or settlement of any claim against you. We have the sole discretion in how the defence is conducted or a claim is settled.
- Represent you at any inquest or official inquiry.

What we will and will not pay;

MHIA will only pay for genuine parts readily available in Australia. If genuine parts are not available MHIA will either source suitable non genuine parts, or at its option, pay a cash amount equivalent to the cost of the genuine part excluding any overseas freight costs.

When we authorise repairs for windscreens;

- We will use parts that are compliant with Australian design rules.

If your car is covered under a new car warranty we will;

- Use only new Original Equipment Manufacturer (OEM) approved parts.

If your car is not covered under a new car warranty, we will;

- Use new OEM parts or OEM parts that are consistent with the age and condition of your car.

We will not;

- Pay extra to repair your car to a better standard, specification or quality existing before the loss or damage;
- Fix a fault or defect in your car that existed before the loss or damage occurred unless the fault or defect was from repairs we authorised;
- Pay for repairing tyres, engines, accessories, modifications, paintwork, bodywork, radiators, batteries or interior trims affected by neglect, wear and tear, weathering, rust, mould, mildew or corrosion.

Contribution to repairs;

You might have to contribute to the cost of repairing tyres, engines, accessories, modifications, paintwork, bodywork, radiators, batteries or interior trims affected by neglect, wear and tear, weathering, rust, mould, mildew or corrosion. We will determine how much you pay depending on how worn these items were when the damage happened.

If you do not agree to pay these amounts, we will pay you the amount determined to be the cost of repairs less any contribution charges.

Subrogation;

If we pay your claim, we have the right to proceed in your name against any person responsible for the loss, damage or injury. We take this action at our own expense. You must not do anything which limits our right to do so.

Total loss:

Upon your acceptance of the settlement following a total loss, the damaged motor vehicle or other damaged items become the property of MHIA. Your policy will come to an end and;

- If your policy is paid annually, we will not refund any premium to you.
- If your policy is paid by instalment, we will deduct any remaining instalments for the period of insurance in which the loss occurred.
- We will deduct the value of any unused registration and ctp insurance.

If your motor vehicle is financed, we will pay the total amount you owe to the financier shown on Your Certificate of Insurance. We will then pay You the balance of the claim payment.

Payment options

Payment can be made by any one of the following options.

Credit card

We accept Visa and MasterCard.

Monthly instalment

We can offer payment by 12 monthly instalments from a savings or cheque account. Please read the Direct Debit Service Agreement carefully as it shows the terms and conditions that will apply if you choose to pay your premiums by direct debit.

Your first payment would be due on your effective date. Your bank account would be automatically debited the following 11 instalments. The due date of each remaining instalment would be the on the same date of each month.

For example if the effective date is the 3rd of the month then your bank account will be debited remaining instalments on the 3rd of each month

MHIA payment card

Use your MHIA payment card to pay your policy by any of the following options:

- BPAY from a bank account
- Online with a credit card
- Present your card at Australia Post to pay with cash, cheque or EFTPOS

Please contact us to arrange the MHIA payment card details to be sent to you.

Cheque or money order

If paying by cheque or money order please make payable to MHIA. Your payment can be returned in the reply paid envelope provided. Please attach the payment advice.