



# STANDARD MOBILITY EQUIPMENT INSURANCE

Combined Product Disclosure  
Statement and Financial  
Services Guide

**Issued by**

Blue Badge Insurance Australia Pty Ltd

**Thank you for choosing the Blue Badge Standard Mobility Equipment Insurance issued by Blue Badge Insurance Australia Pty Ltd (Blue Badge Insurance).**

As Australia's first mobility insurance specialist, We cater solely for people with disabilities, senior citizens and those experiencing limited mobility so We understand just how important Your mobility is to You and know what it takes to keep You moving.

At Blue Badge Insurance, We think You deserve an innovative mobility equipment policy with tailor-made cover that fits Your needs. This is why We have developed Blue Badge Standard Mobility Equipment Insurance that offers special benefits and a wide scope of cover at a competitive price so You can continue enjoy Your independence with peace of mind.

Blue Badge Insurance also has a range of other insurance solutions covering Your car, mobility scooters, wheelchairs and other forms of assistive technology equipment.

To find out more about Blue Badge Insurance, visit [www.BlueBadgeInsurance.com.au](http://www.BlueBadgeInsurance.com.au).

# Your Standard Mobility Equipment Insurance At A Glance

The following summary provides some key details about Your Blue Badge Standard Mobility Equipment Insurance. For full details about Your cover, Your limits and any exclusions that may apply please read Your Product Disclosure Statement (PDS) together with Your Certificate of Insurance.

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**What We Insure**

We will cover Your Mobility Equipment for Accidental Damage, Theft and Legal Liability. For more details on what We insure see pages 18-20.

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**Who We Insure**

We will cover only the person specified on Your Certificate of Insurance when using the Mobility Equipment.

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**Your Level of Cover**

We will protect Your Mobility Equipment for its Market Value.

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**Your Additional Benefits**

You will have a number of Additional Benefits included automatically in Your insurance to cover Your Mobility Equipment:

- Fixed Accessories Benefit
- Substitute Mobility Equipment Benefit

For more details about the Blue Badge Standard Mobility Equipment Insurance Additional Benefits, please see pages 21-23.

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**This PDS Version was prepared  
in June 2021**

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**Protecting  
Your Mobility  
Equipment**

It is important that You maintain Your Mobility Equipment in good order and that it is securely stored at all times. More details can be found on page 15.

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# Managing Your Claims at a Glance

This following summary lists some of the important information to consider when making a claim.

This is a summary only and there are other things You should be aware of when making a claim. For full details about Your cover, Your limits and any exclusions that may apply please read Your Product Disclosure Statement together with Your Certificate of Insurance

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**If You Have a Claim**

It is important that You contact Us as soon as possible if You need to make a claim. For more details please see page 31.

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**How We Settle Your Claim**

We will at Our discretion repair or replace Your Mobility Equipment to a condition substantially the same as it was immediately prior to the loss. If Your Mobility Equipment is a Total Loss We may instead pay You. For more details about how We settle claims please see pages 31-32.

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**Your Excesses**

Your Excess is the amount that You must pay each time You make a claim. The Excess that applies is dependent upon the circumstances of Your claim. For more details about Your Excesses and when they are payable please see pages 32-33.

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**Proof of Ownership**

In the event of a claim We may ask for proof of ownership so it is important that You keep all of Your receipts in a safe place. For more details please see page 30.

# Your Contract of Insurance

This Product Disclosure Statement (PDS) is a legal document that contains important information about Blue Badge Insurance and Your Blue Badge Standard Mobility Equipment insurance.

In this document We explain what is and isn't covered and Your obligations under Your contract of insurance.

It is important that You read Part A: Important Information and Part B: Policy Wording together with Your Certificate of Insurance to ensure that You have the level of cover that You require. This PDS and Your Certificate of Insurance which shows details particular to You, together make up Your contract of insurance.

You need to keep these documents in a safe place together with receipts and other evidence of ownership of Your Mobility Equipment.

Before You decide to acquire this insurance from Us, please read this PDS carefully.

This PDS is current at the date of preparation. We may update information in this PDS from time to time and if that information is not materially adverse We may not need to notify You. You can obtain a copy of any updated information by visiting [www.BlueBadgeInsurance.com.au](http://www.BlueBadgeInsurance.com.au) or by contacting Us on 1300 304 802. We will give You a free paper copy of any updates if You request them. In other circumstances, any changes to the terms and conditions of this PDS will be notified to You by providing You with a Supplementary PDS (SPDS).

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# PART A IMPORTANT INFORMATION ABOUT YOUR INSURANCE

This Part A contains important information about Blue Badge Insurance and Your Blue Badge Standard Mobility Equipment Insurance.

## **Who We Are and What We Do**

Blue Badge Insurance is underwritten by Pacific International Insurance Pty Ltd (Pacific)(ABN 83 169 311 193 | AFS Licence No. 523921) and distributed by Blue Badge Insurance Australia Pty Ltd (Blue Badge Insurance)(ABN 18 620 594 765) as an Authorised Representative of Pacific International Insurance Pty Ltd (A.R. No. 1274770).

Blue Badge Insurance issues this PDS and any Certificate of Insurance in accordance with

the authority granted by Pacific . This binding authority permits Us to administer and issue policies, alterations, renewals and settle claims. For all of the services that Blue Badge Insurance provides in relation to this contract of insurance, it acts on behalf of the insurer and not for You.

It is important to note that any advice that We may provide is general only and does not take into account Your personal circumstances.

Pacific is responsible for this PDS, product issuance and the assessment and payment of claims.

To find out more about Blue Badge Insurance You can refer to the Financial Services Guide on pages 43-46 of this booklet or visit Us at: [www.BlueBadgeInsurance.com.au](http://www.BlueBadgeInsurance.com.au).



## **Our Contact Details**

If You would like any further information, please contact Us by any of the following ways:

**Mail:**

Blue Badge Insurance Australia Pty Ltd,  
PO Box 550, Kotara NSW 2289

**Telephone:** 1300 304 802

**Email:** info@bluebadge.com.au

**Website:** www.BlueBadgeInsurance.com.au

## **Your Duty of Disclosure**

Before You enter into an eligible contract of insurance, You have a duty under the Insurance Contracts Act 1984 to tell Us anything that You know or could reasonably be expected to know, that may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before We renew, extend, vary or reinstate an insurance policy.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### **If You Do Not Tell Us**

If You do not tell Us anything You are required to, We may cancel Your contract of insurance or reduce the amount that We will pay You if You make a claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## **Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry. Pacific is the signatory to the Code. Blue Badge

Insurance and Pacific proudly support the Code with Our commitment to be open, fair and honest in the way that We deal with Our customers.

You can obtain a copy of the Code from the Insurance Council of Australia website at [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by calling (02) 9253 5100 or 1300 728 228.

## **Your Privacy**

We are committed to handling Your personal information in compliance with the privacy laws.

You can choose not to give Us some or all of the personal information We ask for, however if You do not this may affect Our ability to provide You with cover.

Our Privacy Policy outlines:

- how to contact Us about privacy;
- how to change Your marketing consent; and
- how to access Your personal information.

To get a copy of the Blue Badge Insurance Privacy Policy:

- visit Our Website at [www.BlueBadgeInsurance.com.au](http://www.BlueBadgeInsurance.com.au); or
- call Us on 1300 304 802. You can also call Us on this number if You wish to update and access the information We hold.

## **Complaints**

If You think We have let You down in any way, or Our products and service are not what You expect please tell Us so We can help. We are committed to resolving Your complaint efficiently and fairly.

If You have a complaint:

- 1.** Contact Blue Badge by phone on 1300 304 802. You will be put in contact with someone who can help resolve Your complaint immediately.

You can also write to Us about Your complaint to the attention of:

The Complaints Manager, PO Box 550, Kotara NSW 2289 or by email to: [complaints@bluebadge.com.au](mailto:complaints@bluebadge.com.au).

We will listen to You, consider the facts and respond to You within 15 business days. If We need more information or more time to respond properly to Your complaint about a contract of insurance We will contact You to agree an appropriate timeframe to respond.

**2.** If Your Complaint remains unresolved You can access the Australian Financial Complaints Authority (AFCA) under the terms of the General Insurance Code of Practice. AFCA is a national scheme for consumers, free of charge and is aimed at resolving disputes between an insured and their insurance company. You can contact the AFCA by:

**Mail:**

Australian Financial Complaints Authority,  
GPO Box 3, Melbourne VIC 3001

**Telephone:** 1800 931 678

**Facsimile:** (03) 9613 6399

**Website:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

A decision by AFCA is binding on Us but is not binding on You. You also have the right to seek further legal assistance.

## **Financial Claims Scheme**

Pacific is authorised under the Insurance Act 1973 to carry on general insurance business. This Act contains prudential standards and practices to ensure that financial promises made by Pacific are met. Because of this, Pacific is exempted from the requirement to meet the compensation arrangements Australian Financial Services Licensees must have in place to compensate customers for loss or damage suffered because of breaches by Pacific's or its representatives.

The protection provided under the Federal Government's Financial Claims Scheme applies to Pacific. If Pacific is unable to meet its financial obligations a person may be entitled to payment under this Scheme, information under this scheme can be obtained from the APRA website at [www.fcs.gov.au](http://www.fcs.gov.au) or their hotline on 1300 558 849.

## **Money Back Guarantee**

After this insurance begins or You renew Your contract of insurance, You have 21 days to consider the information in Your PDS and whether it is suitable for You. This is called the 'cooling off period'. You can exercise Your cooling off rights within 21 days from the day of cover began or was renewed. You cannot exercise Your cooling off rights if a claim has been lodged.

When You exercise Your cooling off rights, We will refund in full the amount You have paid for that Period of Insurance however You will have no cover from when the contract of insurance would have otherwise begun or from Your renewal date.

You can exercise Your rights by contacting Us.

## **The Cost of Your Insurance**

The cost of Your insurance will include Your premium including GST, stamp duty and other applicable government charges.

We will calculate Your premium based on the questions asked, and information sought, in Your application for insurance. The factors that We take into account in calculating Your premium include:

- the addition of any benefits which may increase our exposure depending upon Your risk profile;
- any previous Incidents and claims history;
- the value of Your Excess.

We may charge an administration fee and if so the details will be specified on Your Certificate of Insurance. Your Certificate of Insurance will specify the total cost for Your insurance and when this should be paid.

## **How to Purchase this Product**

To purchase this product You can get details from Our Website [www.BlueBadgeInsurance.com.au](http://www.BlueBadgeInsurance.com.au) or call Us on 1300 304 802 or Our customer service team can assist You to apply for the Blue Badge Standard Mobility Equipment Insurances.

## **How to Pay for Your Insurance**

You can pay for Your insurance in one annual payment by using:

- credit card; or
- direct debit;

In the event that You have a claim whilst the payment of Your insurance has not been paid by the due date, the claim will not be considered until the outstanding payment has been made.

You must pay for Your insurance on time. We have the right to cancel Your contract of insurance where You have failed to do so.

## How To Cancel Your Mobility Equipment Insurance

You may cancel Your contract of insurance at any time and it will be effective when We receive Your instructions in writing or verbally.

We can only cancel Your insurance if the law allows Us to, by giving You written notice required by law. This would include if You:

- fail to comply with Your Duty of Disclosure;
- fail to pay the premium (and associated charges);
- failed to inform Us of a change in Your circumstances;
- breach a term of Your contract of insurance; or
- have been fraudulent with Us.

If Your insurance is cancelled before the due date, other than where You exercise Your 'cooling off rights', We will refund the unexpired portion of the premium including any associated refundable government charges less the cancellation fee, if applicable, and less any non-refundable government charges, if that refund is more than \$10.

Any policy administration fees and associated government charges will not be refunded when You cancel Your insurance.

The amount of Our cancellation fee is \$20 plus government charges (if applicable) and is deducted from any refund We give You. If the refund is less than the fee, a refund will not be issued and We will not charge You an additional amount to cover the difference. Any refund We owe You will be sent to You within 15 business days.

## **How We Communicate With You**

You may choose to receive Your contract of insurance and related communications electronically. Our delivery method will be by email and/or other types of electronic communications. We will communicate with You in this way until You tell Us otherwise or We tell You it is no longer suitable. If You agree to communication electronically, You will need to provide Us with Your current email address and Your telephone number.

Each electronic communication will be dated and considered to be received by You at the time it leaves Our information system.

## **When Your Circumstances Change**

You must give Us notice as soon as practicably possible of any change to Your Mobility Equipment or any other changes to the information or detail You have provided to Us that might change the risk insured under this insurance. We may decide We cannot continue to insure You or We may require You to pay an additional premium as a result of these changes. You must pay the additional premium before these changes come into effect.

## **Your Obligation to Prevent Loss or Damage**

It is a requirement of this insurance that You must take all reasonable precautions to prevent injury, loss or damage. This requirement will extend to securing any insured Mobility Equipment against unauthorised access or use when it is unattended by:

- storing it in a locked building or within a locked room; or
- securing it to an immovable object using a cable, chain, "D" lock (or similar) with either a combination or key locking device.

It is a condition of this insurance that Your Mobility Equipment is kept in good repair.

## **Goods & Services Tax**

The premium payable for this insurance is subject to GST.

When We pay a claim Your GST status will determine the amount that We pay.

We will pay the Sum Insured or the various limits specified in Your PDS and Your Certificate of Insurance inclusive of GST.

However, if You are, or would be, entitled to claim an input tax credit We will reduce any claim paid by the amount of such input tax credit. If You do not tell Us (where applicable) Your correct Australian Business Number, Taxable Percentage and GST status any GST liability will be Your own responsibility.

We will not be responsible for any fine, penalty or charge for which You are liable arising out of Your misrepresentation of or failure to disclose Your actual input tax credit entitlement in the settlement of any premium or claims relating to Your Insurance.

## **Assignment**

You must not assign this contract of insurance or any rights under this contract of insurance without Our prior written consent by way of endorsement to the insurance.

## **Other Insurances**

If any Accidental Damage, Theft or Liability covered under Your Contract of Insurance is also covered by another contract of insurance You must give Us details. If You make a claim under one contract of insurance and You are paid the full amount of the claim You cannot claim under another.

If You make a claim under another contract of insurance and You are not paid the full amount of Your claim, where Your claim is accepted under Our contract of Insurance We will pay You the difference.

We may seek a contribution for Your claim from Your other Insurer and to assist this process You must give Us any information We reasonably ask for.



## **Renewing Your Insurance**

Not later than 14 days before Your insurance expires, We will send You a renewal notice indicating the expiration date of the current Period of Insurance and whether or not We invite You to renew Your Blue Badge Standard Mobility Equipment Insurance. We may do this by sending You a renewal notice electronically, including via email or SMS text message to Your mobile phone (where permitted by law), or by posting it to the last known address for You.

To make payment by the due date, ensure that Your credit card authorisation is current and valid or follow the instructions in Your renewal notice for other forms of payment.

Your payment must be paid by the due date and time, as set out in Our written renewal notice.

## **Law & Jurisdiction**

Your contract of insurance is subject to the laws of the State or Territory of Australia in which it was issued.

# Part B Your Policy Wording

The Policy Wording in Part B should be read with Part A and Your Certificate of Insurance which shows details particular to You, and that all together make up Your contract of insurance.

## **Section 1) Your Standard Mobility Equipment Cover**

### **Accidental Damage & Theft**

We will cover You for Accidental Damage and Theft of Your Mobility Equipment, occurring anywhere in Australia during the Period of Insurance.

We will only cover You for Accidental Damage or Theft that arises while Your Mobility Equipment is being driven or used by a person named on the Certificate of Insurance as the Insured. You are not covered while Your Mobility Equipment is being used by any other person.

In the event that You notify Us of a claim We will at Our discretion choose to do one of the following:

- a)** Arrange to repair Your Mobility Equipment to a condition substantially the same as it was immediately prior to the loss;
- b)** Pay You the Reasonable Costs of repairing Your Mobility Equipment to a condition substantially the same as it was immediately prior to the loss;
- c)** If Your Mobility Equipment is a Total Loss:
  - i. pay You up to the Sum Insured as specified on Your Certificate of Insurance; or
  - ii. arrange the replacement of Your Mobility Equipment, with a similar make and model.

The most that We will pay for Accidental Damage or Theft of Your Mobility Equipment is the Market Value.

Accidental Damage or Theft Cover will not insure Your Mobility Equipment for:

- any scratches, scuffs, chips or dents that do not restrict its use;
- any cracking that is cosmetic in nature and does not restrict its safe use;
- any failure or Breakdown of any mechanical or electrical or computer components due to normal use;
- any tyre punctures, cuts or punctures due to use or application of the brakes;
- any failure or Breakdown of the battery or power source; and
- any computer technology issues, including any viruses.

If You do not comply with the conditions of this Contract of Insurance We may refuse to pay a claim.

### **Legal Liability**

We will cover You while using Your Mobility Equipment anywhere in Australia for legal liability to pay compensation to another person for:

- Personal Injury; and/or
- property damage,

arising from that use and occurring during the Period of Insurance.

We will also pay legal costs and expenses that We approve for any court proceedings for Your Legal Liability covered under this Legal Liability cover.

The most that We will pay for any Legal Liability from an Incident is \$10 million and includes all legal costs and expenses.

You are not covered for Legal Liability while Your Mobility Equipment is being used by any other person.

## **Manual Wheelchair**

If You use a manual wheelchair, in addition to the Mobility Equipment shown on the Certificate of Insurance, We will cover it for Accidental Damage, Theft and Legal Liability for its use during the Period of Insurance.

For any one Incident of Accidental Damage or Theft, We will at Our discretion either repair, replace or pay You the cost to repair or replace the wheelchair up to a maximum of:

- for the unspecified manual wheelchair, whichever is the lesser of the Market Value or up to \$2,000 in total for the Period of Insurance; or
- for the specified manual wheelchair, the Market Value.

We will not cover:

- any other Mobility Equipment other than Your manual wheelchair; and
- more than one claim in any one Period of Insurance.

## **Section 2) Your Additional Benefits**

The following Additional Benefits will apply to Your Blue Badge Standard Mobility Equipment Insurance.

Unless stated otherwise You are only entitled to cover under the Additional Benefits if We accept Your claim for Accidental Damage or Theft of Your Mobility Equipment during the Period of Insurance.

The limits set out in the Additional Benefits apply in addition to Your Sum Insured.

The Additional Benefits are subject to the terms, conditions, limitations and exclusions of this insurance.

### **Fixed Accessories**

#### **What Is Covered?**

In the event of Accidental Damage or Theft of the Fixed Accessories for Your Mobility Equipment We will at Our discretion either repair, replace or pay You the cost to repair or replace the Fixed Accessories.

The most We will pay You:

- for the unspecified Fixed Accessories will be up to a maximum of \$500 in total for the Period of Insurance.
- for the specified Fixed Accessories up to the Sum Insured shown on Your Certificate of Insurance in total for the Period of Insurance.

We may ask for proof of ownership of the damaged or stolen Fixed Accessories.

#### **What Is Not Covered?**

The Fixed Accessories Benefit will not cover any Fixed Accessories that are greater than \$500 in value unless We have agreed and they are shown on Your Certificate of Insurance.

## **Substitute Mobility Equipment**

### **What Is Covered?**

In the event that We have accepted a claim for Accidental Damage or Theft of the Mobility Equipment, and We choose to repair it, We will automatically extend cover under Section 1) for Accidental Damage, Theft and the Legal Liability for any Substitute Mobility Equipment that is borrowed or hired during the period of repair.

The Substitute Mobility Equipment will only be insured for Accidental Damage, Theft and Legal Liability for its use in Australia.

In the event of Accidental Damage or Theft of the Substitute Mobility Equipment, and We determine that it is a Total Loss, Your insurance comes to an end after we have finalised the claim for Your Mobility Equipment and there will be no refund of premium.

The maximum that We will pay for the Substitute Mobility Equipment will be the value of Your Mobility Equipment specified on Your Certificate of Insurance in any one Period of Insurance.

If the Substitute Mobility Equipment is a manual wheelchair, the maximum that We will pay will be the Market Value of the Substitute Mobility Equipment up to a maximum of \$2,000 in total in the Period of Insurance.

## What Is Not Covered?

The Substitute Mobility Equipment Benefit will not cover Substitute Mobility Equipment:

- where Accidental Damage or Theft occurs during its delivery or collection;
- where You have any another insurance policy that covers the Substitute Mobility Equipment for Accidental Damage, Theft or Legal Liability;
- any liability assumed under any agreement which would not have attached in the absence of such agreement;
- where loss, damage or liability arises from the operation of the Substitute Mobility Equipment in violation of the borrower's terms and conditions;  
or
- where the Substitute Mobility Equipment is used outside of Australia.

## **Section 3) What We Don't Cover - General Exclusions**

These General Exclusions apply to all Sections of Your insurance. Other specific exclusions included in other sections of Part B Policy Wording and Your Certificate of Insurance will also apply. We will not pay Your claim if any of the exclusions apply:

### **Use of Your Mobility Equipment Exclusions**

Your Blue Badge Standard Mobility Equipment Insurance does not cover any loss, damage or liability that:

- was due to incorrect, inappropriate, unlawful or deliberate misuse or malicious acts by You or another person acting with Your knowledge or Your express or implied consent;
- arises due to use in a competitive sport or in preparation for any competitive sport;
- arises from the failure to licence, maintain the licence, register or renew the registration;
- was being used for the purpose of hire, fare or reward;
- was caused by being under the influence of, being intoxicated by alcohol or had their judgement affected by, any drug or alcohol; or
- is in the nature of financial or indirect losses due to loss of use.

### **Theft of Your Mobility Equipment Exclusions**

Your Blue Badge Standard Mobility Equipment Insurance does not cover Theft where:

- the Mobility Equipment was left unattended unless:
  - in a locked building or garage;
  - in a locked residential building in Your Home;
  - in a locked private dwelling or room where You are temporarily residing;



- in a public space or in a communal area of a place of residence and it was secured to a fixed object by using a cable, chain, "D" lock (or similar) with either a combination or key locking device that is not capable of being undone, removed or lifted under or over the Mobility Equipment; or
- there is no evidence of the premises being locked; or
- there is no evidence of a locking device being used to secure the Mobility Equipment to a fixed object left unattended in a public space or in a communal area of a place of residence.

### **Condition of Your Mobility Equipment, Repairs & Maintenance Exclusions**

Your Blue Badge Standard Mobility Equipment Insurance does not cover any loss, damage or liability that:

- was caused by pre-existing damage, or faulty workmanship or incomplete repairs incurred prior to the Incident;
- is restricted to scratches, scuffs, chips, dents or cracking that are cosmetic in nature and do not restrict the operation of the Mobility Equipment;
- arises from repairs that were not authorised by Us;
- arises after an Incident or Breakdown where You have not taken reasonable steps to protect Your Mobility Equipment;
- is due to knowingly using the Mobility Equipment in a damaged condition;
- arises from mechanical, electrical or computer Breakdown, failures, breakages, viruses or where a component fails to perform to its intended design specification;
- damage to tyres from braking, punctures, cuts and bursts due to use of application of the brakes;
- arises from any failure or Breakdown of the battery or power source;

- damage that is due to wear and tear, rust, corrosion, algae, mould, mildew or gradual deterioration;
- arises from process of cleaning, dyeing, repairing, restoring or renovations; or
- that arises from any modifications or accessories that are undertaken by or are not fitted by the manufacturer, an authorised technician or in adherence to detailed instructions.

### **Financial and Non-Financial Exclusions**

Your Blue Badge Standard Mobility Equipment Insurance does not cover:

- any amount over the Sum Insured and various limits specified on Your Certificate of Insurance or this PDS;
- any limitation that applies that is specified on Your Certificate of Insurance;
- any claim amount below any Excess that You must pay or bear;
- any loss You suffer because You cannot use Your Mobility Equipment;
- any financial loss due to a reduction in value or depreciation; or
- compensation for distress, inconvenience or any other non-financial losses.

### **Legal Liability Exclusions**

Your Blue Badge Standard Mobility Equipment Insurance does not cover loss, damage, liability, costs or expenses caused by or connected with:

- any legal fines, penalties, compensatory damages, aggravated or exemplary charges;
- any liability for damage to Your own property, property in Your care or property of Your spouse, family member who resides with You, any employees or carers, or that of any person using Your Mobility Equipment with Your permission;

- any liability for any Accidental Injury to You or Your spouse or family member who resides with You or to any employees or carers;
- the acceptance of liability by You or someone You authorise to use Your Mobility Equipment without Our authorisation to do so;
- any statutory or compulsory third party insurance policy or scheme or fund covering such legal liability;
- the discharge or escape of contaminants, pollution or other dangerous goods from Your Mobility Equipment unless they are substances that You are allowed to carry;
- any use in any business, profession, trade or occupation carried on by You; or
- a contract or agreement unless liability would arise if that contract or agreement did not exist.

### **Other Exclusions**

Your Blue Badge Standard Mobility Equipment Insurance does not cover any loss, damage or liability:

- caused by any deliberate, intentional or malicious act caused by You or by someone carrying out any of these acts with Your knowledge or consent;
- where You or a third party with Your knowledge have deliberately misled Us;
- where Your Mobility Equipment was seized by either repossession or other operations of the law;
- directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

- directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done 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 Exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever 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 any act of terrorism;

- caused by operations employing the process of nuclear fission or fusion or handling of radioactive material which operations include but are not limited to:-
  - i) the use of nuclear reactors such as atomic piles, particle, particle accelerators or generators or similar devices, or
  - ii) the use handling or transportation of radioactive materials, or
  - iii) the use handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

This Exclusion shall not apply to insurances of occupational risks arising from radioisotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits;

- caused by the manufacturing, mining, processing, treating, handling, installing, using, removing, transporting, selling, distributing and/or storing of asbestos, asbestos products or any product containing asbestos; however this exclusion shall not apply to any claim or part of a claim for financial loss arising out of a breach of professional duty where the originating cause is not directly relating to any asbestos exposure;
- caused by sonic boom;
- that arises from actions of the sea; or
- relating to GST or any fine, penalty or charge for which You are liable arising out of Your misrepresentation of or failure to disclose Your actual input tax credit entitlement in the settlement of any claim or premium relating to Your insurance.

## **Section 4) Your Claim**

### **What You Should Do At The Scene of an Incident:**

- 1.** Make sure everyone is safe.
- 2.** Try to prevent further loss or damage by taking all reasonable steps.
- 3.** Report the Incident or loss to the police if the law requires it to be reported.
- 4.** Provide full details to the police of all stolen or damaged items. Ensure that You record details of the police report number and the police officer that You dealt with as We may need this information to assess Your claim.
- 5.** Collect the following details:
  - i. Accident details including date, time, location and occurrence;
  - ii. Names and contact details of the other parties involved;
  - iii. Contact details of any witnesses to the Incident;
  - iv. Details of the conditions prior to the Incident.
  - v. Valuations, photographic evidence of the damage, original receipts, proof of ownership and statutory declarations if required.
- 6.** Contact Us as soon as possible with full details of the Incident which may result in a claim. We will explain the claims process to You so that You can understand what needs to be done next.

### **What You must Not Do After An Incident:**

- 1.** Do not admit fault, liability or guilt except to the police.
- 2.** Do not attempt to settle or make any offer of payment without Our written consent.
- 3.** Do not dispose of any damaged items without first seeking Our approval.
- 4.** Do not authorise any repairs without Our written approval.

5. Do not delay contacting Us as this may impact Your claim if the late notification results in higher costs or harms Our investigation opportunities.
6. Do not provide Us with false or misleading information which may lead to Us denying part or all of Your claim if it was fraudulent or false in any respect. We will report any suspected fraudulent act to the Police for further investigation.

## **How You Can Report Your Claim**

You can follow these steps to make or report a claim:

You can call Our Customer Service Team as soon as possible so that We can manage Your claim over the telephone. During the call We will collect information from You about the circumstances of the claim, We will explain how We will manage Your claim and We may ask for additional documentation to be provided to support Your claim.

You can also download and print a claim form from [www.bluebadgeinsurance.com.au](http://www.bluebadgeinsurance.com.au). Follow the checklist on the claim form for the supporting documents You need to send Us with Your completed form. We will contact You to discuss the circumstances of Your claim, We will explain how We will manage Your claim and We may ask for additional documentation to be provided to support Your claim. You can mail or email or fax in Your completed claim form and the other documents to Us.

Mail: Blue Badge Insurance Australia Pty Ltd  
PO Box 550, Kotara NSW 2289

Email: [claims@bluebadge.com.au](mailto:claims@bluebadge.com.au)

## **Managing Your Claim**

1. We may require You to complete a claim form.
2. So that We can finalise Your claims assessment please return all relevant information to Us including all letters, documents, valuations, receipts or proof of ownership that You have been asked to provide.

- 3.** At Our request We may need You to:
  - i. provide written statements under oath;
  - ii. be interviewed about the circumstances of the Incident;
  - iii. provide Us with any evidence of ownership of Your Mobility Equipment or any insured item that We may request;
  - iv. allow Us to inspect and/or take possession of Your Mobility Equipment.
- 4.** We will determine whether You were solely at fault or contributed to the cause of the Incident as part of the process to manage Your claim.
- 5.** At Our discretion We will determine how to manage Your claims.
- 6.** We will not pay to repair or replace property which has not been physically damaged.
- 7.** You will be required to pay any Excess(es) that apply(ies) to Your claim.
- 8.** You will be required to forward any notices or communication from other parties as soon as possible after they have been received with regards to any prosecutions, inquests, or other official inquiries arising from the Incident.
- 9.** To assess Your claim or if We decide to defend You, settle any claim against You or represent You, then You must give Us all the help We need, including help after Your claim has been settled.

### **Your Excesses**

Your Excesses are specified on Your Certificate of Insurance. These are the amounts that must be paid each time You make a claim. Your Certificate of Insurance will specify who is responsible for the payment of the Excess(es). If more than one Excess applies, You will have to pay the total of all Excesses that are applicable. If We determine that Your claim comprises more than one Incident, You will have to pay the applicable Excess(es) for each Incident.



The Excesses that may apply to Your claim are set out below:

### **Accidental Damage & Theft Excess:**

This is the first amount that must be paid on each Accidental Damage & Theft claim. It will be specified on Your Certificate of Insurance and who will be responsible for the payment. We may direct the payment of the Excess to Us or to the repairer of Your Mobility Equipment or if We make a cash settlement We may deduct the Excess from that amount.

### **Legal Liability Excess:**

This is the first amount that must be paid on each Legal Liability claim. It will be specified on Your Certificate of Insurance and who will be responsible for the payment. The Legal Liability Excess must be paid when the claim is lodged.

### **Repairing Your Mobility Equipment**

If You lodge a claim with Us and We agree to repair Your Mobility Equipment We will manage the repair process for You, returning Your Mobility Equipment to a condition similar to the condition before the Accidental Damage or Theft. We will keep You informed of the progress of the repairs and We will advise You when Your Mobility Equipment has been repaired.

You must not authorise any repair of the Mobility Equipment without Our written consent. We do this to:

- determine the method of repairs; and
- make sure that the repairs are carried out satisfactorily and to make sure that the parts used for repairs are suitable for Your Mobility Equipment.

The repairs cannot be started until We decide whether We will authorise the repairs.

If We do not authorise repairs, We will limit what We pay to the amount that We determine to be fair and reasonable for the repairs. You must allow an assessor appointed by Us to inspect the damage to Your Mobility Equipment for this purpose.

For any repairs that are undertaken to Your Mobility Equipment:

- We will not pay for any modification required by law after the purchase of the Mobility Equipment;
- We may require You to contribute to the cost of the repairs if the repairs to Your Mobility Equipment will leave it in a better condition than it was before the Incident that caused the damage. If You will need to do this, We will let you know if you are required to contribute;
- We will not pay for cosmetic upgrades to increase the value of Your Mobility Equipment, for example, replacing steel wheels with alloy wheels; and
- We will not be responsible for additional costs incurred because of delays in delivery of parts.

### **Replacement of Damaged Parts**

If We are unable to repair the damaged parts of Your Mobility Equipment We will use new, recycled, reconditioned or equivalent parts that are suitable for the age and condition of the Mobility Equipment to return it to a condition substantially the same as it was immediately prior to the loss.

We will only pay for the replacement of the actual parts that have been damaged, and not the entire set.

For any repairs that are undertaken to Your Mobility Equipment if a part is not available in Australia 30 days after the date Your damaged Mobility Equipment was assessed by Us, We may decide to pay You the cost to repair rather than repair that item. If We intend to do this We will inform You. We will not be responsible for additional costs incurred because of delays in delivery of parts.

## **Our Rights of Recovery**

We have the right to recover from any person who is liable to compensate You for any loss, damage or liability that is covered under this contract of insurance. You must provide Us with Your reasonable assistance to recover any amount We pay under this insurance.

We have the sole discretion to bring conduct, settle or defend of any claim in Your name. If We recover more than the amount We have paid to You or on Your behalf, We will pay You the balance after the deduction of any legal costs that We have incurred.

## **Salvage**

In the event that Your Mobility Equipment is a Total Loss and We have agreed to pay the Sum Insured:

- the damaged Mobility Equipment becomes Our property; and
- We will keep the proceeds of any salvage sale.

## **Total Loss Claims**

In the event that Your Mobility Equipment is a Total Loss and We agree to pay Your claim:

- if We agree We will deduct the amount of any unpaid premium for the Period of Insurance; and
- Your insurance comes to an end and there will be no refunds payable for the premium and associated charges for the unexpired portion of the Period of Insurance.

## **Claims Examples**

These claims example are designed to illustrate how a claim payment might typically be calculated. These examples do not cover all scenarios of all benefits and do not form part of the scope of coverage of Your contract of insurance. In the event of a claim the circumstances of each will be different and Your specific conditions may impact how the contract of insurance responds.

## Scenario 1: Your Mobility Equipment Is A Total Loss:

### Description:

- Your 3 year old Mobility Equipment is damaged in an accident when it is driven into a fence railing.
- Your Mobility Equipment is insured for its Market Value.
- You have a range of Fixed Accessories including baskets and flags that have been fitted on Your Mobility Equipment worth \$400 in total and a canopy with a value of \$900. You have not told Us about any of the Fixed Accessories and they are not shown on Your Certificate of Insurance.
- You have a \$250 Excess for Accidental Damage & Theft of Your Mobility Equipment and Your Certificate of Insurance specifies that You are responsible for its payment.

### How Your Insurance Responds:

- We have determined that:
  - the Incident is covered and that as a direct consequence the Mobility Equipment is a Total Loss.
  - the Market Value of Your Mobility Equipment is \$2,000.
  - as You have not told Us about the canopy it is not covered as a specified Fixed Accessory due to its value.
  - You can demonstrate ownerships of the unspecified Fixed Accessories valued at \$400.
- We will pay You \$2,150 which is comprised of:
  - the Market Value of the Mobility Equipment \$2,000.
  - the unspecified Fixed Accessories of \$400.
  - less the Excess of \$250 which You must pay Us.
- As We have paid a claim on a Total Loss basis Your insurance will come to an end without any refund of premium.

## **Scenario 2: Your Mobility Equipment Can Be Repaired Due To A Partial Loss**

### **Description:**

- Your 1 year old Mobility Equipment is damaged in an accident when You hit a tree.
- Your Mobility Equipment has been assessed and the repairer has quoted \$1,500 for repairs.
- You have a \$250 Excess for Accidental Damage and Theft of Your Mobility Equipment and Your Certificate of Insurance specifies that the equipment holder is the party responsible for payment of the Excess.

### **How Your Insurance Responds:**

- We have determined that the Incident is covered and We agree to pay for the repairs for of the Mobility Equipment
- Your equipment funder will pay the repairer the Excess of \$250 before the return the Mobility Equipment.
- We will pay the repairer \$1,250 to repair the Mobility Equipment.

## **Scenario 3: Your Liability To A Third Party Anywhere In Australia (Excluding QLD)**

### **Description:**

- Your 3 year old Mobility Equipment is involved in an Incident with a pedestrian who suffers Personal Injury and damage to their Personal Belongings.
- The third party pedestrian claims \$1,000 for damage to their Personal Belongings comprising clothing and a mobile phone and \$3,000 for medical costs.
- The Mobility Equipment is undamaged after the Incident.
- You have a \$250 Excess for Legal Liability and Your Certificate of Insurance specifies that You are responsible for its payment.

## How Your Insurance Responds:

- We have determined that:
  - the Incident is covered.
  - there are \$2,000 of legal costs to defend the claim.
- You will pay Us the \$250 Excess when You notify Us and lodge the claim.
- We will pay:
  - \$1,000 for the third party property liability.
  - \$3,000 for the third party Personal Injury liability.
  - \$2,000 for the legal costs to defend the claim.

## Scenario 4: Your Liability To A Third Party In Queensland Only

### Description:

- You live in Queensland and You have registered Your Mobility Equipment with the relevant authority.
- Your 3 year old Mobility Equipment is involved in an Incident where a pedestrian suffers Personal Injury and damage to their Personal Belongings.
- The third party pedestrian claims \$1,000 for damage of the Personal Belongings comprising clothing and a mobile phone and \$3,000 for medical costs.
- The Mobility Equipment is undamaged as a consequence of the Incident.
- You have a \$250 Excess for Legal Liability and Your Certificate of Insurance specifies that the equipment funder is responsible for its payment.

### How Your Insurance Responds:

- We have determined that:
  - the Incident is covered.
  - there are \$2,000 of legal costs to defend the claim; and
  - any Personal Injury claim will be considered under the compulsory scheme.

- Your equipment funder specified on Your Certificate of Insurance will pay Us the \$250 Excess when You notify Us and lodge the claim
- We will pay:
  - \$1,000 for the third party property liability; and
  - \$2,000 for the legal costs to defend the claim.

## Section 5) Words With Special Meanings

Some of the words in this PDS have a special meaning wherever they appear. These words and their meaning are defined below.

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<b>Accidental Damage</b>	means damage caused by an unforeseen circumstance such as fire, Malicious Damage, hail, Flood, explosion, accident or any other event not excluded by this contract of insurance.
<b>Accidental Injury</b>	means a physical injury resulting solely and directly from an Incident, not an injury that has happened over a period of time, is of a gradual nature, is due to sickness or disease,
<b>Breakdown</b>	means mechanical, structural, electronic, electrical, power or computer failure.
<b>Certificate of Insurance</b>	means Your latest Certificate of Insurance showing the cover selected and insurance details particular to You.
<b>Excess</b>	means the amount stated in this PDS or on Your Certificate of Insurance, which is the first part of each claim You must pay. The payment of the Excess is a pre-condition to the payment of a claim under the contract of insurance.
<b>Fixed Accessories</b>	means any accessory, option and or modification to Your Mobility Equipment that is not a standard manufacturer's accessory forming part of or attached to the Mobility Equipment. You must specify any accessory valued at more than \$500.

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<b>Flood</b>	<p>means the covering of normally dry land by water that has escaped or been released from the normal confines of:</p> <ul style="list-style-type: none"> <li>• any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or</li> <li>• any reservoir, canal or dam.</li> </ul>
<b>GST</b>	means the Goods & Services Tax.
<b>Home</b>	means Your usual place of residence in Australia.
<b>Incident</b>	means a single event, accident or occurrence which You did not intend or expect to happen.
<b>Malicious Damage</b>	means damage intentionally done to Your Mobility Equipment by someone without Your consent
<b>Market Value</b>	means Our determination of the value immediately prior to the Accidental Damage or Theft that You are claiming for. We will use local market prices, as well as consider the age and condition of the item. Market value does not include any amount for stamp duty, transfer or registration fees or any other cost that might apply to the purchase of a replacement item.
<b>Mobility Equipment</b>	means a wheelchair or an electric wheelchair, a mobility scooter or any other mobility device approved by Us and shown on Your Certificate of Insurance.

<b>Period of Insurance</b>	means the start date shown on Your Certificate of Insurance until the end date shown on Your Certificate of Insurance. The period of insurance will otherwise end upon payment of a claim for a Total Loss and You will require a new contract of insurance.
<b>Personal Injury</b>	means bodily injury, shock, mental anguish or mental injury, libel, slander or defamation of character, including death. Personal injury does not include the publication or utterance of a libel or slander: <ul style="list-style-type: none"> <li>• made prior to the commencement of the Period of Insurance;</li> <li>• made by or at the direction of you with knowledge of its falsity; or</li> <li>• relating to advertising, broadcasting or telecasting activities by or on behalf of You.</li> </ul>
<b>Permanent</b>	means at the conclusion of a period of three (3) consecutive months We determine that there is no reasonable prospect of improvement.
<b>Personal Belongings</b>	means clothing, handbag, walking sticks, mobile phone, camera or any other personal belongings.
<b>Reasonable Costs</b>	means the reasonable cost of returning Your Mobility Equipment in the quickest and most economical methods to a condition essentially the same but not better than its condition before it was damaged. This may include the use of new parts or parts consistent with the age and condition of Your Mobility Equipment.
<b>Sum Insured</b>	means the value shown on Your Certificate of Insurance.

<b>Terrorism</b>	means an act including the use or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisations or governments, that may from its nature or context be committed to or in connection with political, religious, ideological, ethnic or similar purpose, this includes the intention to influence any government and/or put the public or any section of the public into a state of fear.
<b>Theft</b>	means the forcible or violent theft of or attempted theft of Your Mobility Equipment and which is reported to the Police.
<b>Total Loss</b>	means when We determine that repairs to Your Mobility Equipment are uneconomical or it has been stolen and is not recovered.
<b>We, Our and Us</b>	means Blue Badge Insurance, underwritten by Pacific International Insurance Pty Ltd (ABN 83 169 311 193   AFS Licence No. 523921) and distributed by Blue Badge Insurance Australia Pty Ltd (ABN 18 620 594 765) as an Authorised Representative of Pacific International Insurance Pty Ltd (A.R. No. 1274770).
<b>You, Yourself and Your</b>	means the people or company identified on the Certificate of Insurance as the Insured.

# Financial Services Guide (FSG)

This Financial Services Guide (FSG) is an important document and is designed to help You decide whether to use the financial services offered. It contains information about Blue Badge Insurance Australia Pty Ltd (Blue Badge Insurance), how Blue Badge Insurance is paid and how any complaints are handled.

If You have a complaint about the financial services provided by Blue Badge Insurance You should contact Us on the contact details set out on page 9. Please see page 10 for details of resolving complaints.

## **What Financial Services Are Provided?**

Blue Badge Insurance Australia Pty Ltd (ABN 18 620 594 765, AR No. 1274770) is an authorised representative of Pacific International Insurance Pty Limited (Pacific)(ABN 83 19 311 193, AFSL number 523921). Blue Badge Insurance holds a binding authority from Pacific to issue contracts of insurance and to deal with or settle claims on their behalf. Before purchasing the insurance, review the Product Disclosure Statement and use it to decide whether to buy or hold the insurance.

## How We Are Paid

Blue Badge Insurance will receive a commission from Pacific for every policy that is issued on its behalf.

The commission that We will receive from Pacific is included in the premium charged and is received after You have paid the premium. This commission is calculated as a percentage of the premium.

We may also charge You a fee. Any fee that is charged will be set out on the Insurance Account You receive.

We may also receive a share of profit earned by Pacific if they make an underwriting profit in accordance with the underwriting targets it has set. This amount is calculated and paid retrospectively only when Pacific achieves its underwriting target in a given year.

You can ask Us about the amount of commission or fees that We receive before You decide to purchase the Blue Badge Standard Mobility Equipment Insurance.

We may appoint as referrers a range of individual professionals and associations including mobility equipment dealers and repairers, allied health professionals, service providers to those who have disabilities or limited mobility, or associations. Some of these referrers may from time to time be engaged to provide repair services for losses covered under this Policy. These referrers may be paid a fee out of the commission or fees that We receive from Pacific (not in addition to those amounts), in the range of 0% to 30% of Our commission or fees.

Our employees are paid an annual salary and may be paid a bonus based on the performance of the business. Our employees or those of the referrer may also receive financial and non-financial incentives from Pacific to assist in selling and marketing this Blue Badge Standard Mobility Equipment Insurance (e.g. sponsorship of training events and conferences, marketing promotions and competitions).

If We arrange premium funding for You We may be paid a commission by the premium funder. We may also charge You a fee (or both). The commission that We are paid by the premium funder is usually calculated as a percentage of Your insurance premium (including government fees or charges). If You instruct Us to arrange or issue a product, this is when We become entitled to the commission. Our commission rates for premium funding are in the range of 0.5% to 2% of the funded premium. The amount of Our commission and any fee that We charge will be set out in the premium funding contract.

For more information about the remuneration or other benefits received for the financial services provided, please ask Us.

## **What Professional Indemnity Insurance Arrangements Do We Have In Place?**

Professional indemnity insurance is held by Blue Badge Insurance Australia Pty Ltd and covers Us and Our employees for financial services We provide to You.

## **Dispute Resolution**

For information about the dispute resolution process that applies to the services provided by Blue Badge Insurance and the dealers, see page 10 of this booklet.

BLUE BADGE  
INSURANCE  
AUSTRALIA



**Contact Details:**

**Telephone:**

1300 304 802

**Email:**

[info@bluebadge.com.au](mailto:info@bluebadge.com.au)

**Website:**

[www.BlueBadgeInsurance.com.au](http://www.BlueBadgeInsurance.com.au)

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