



# Comprehensive Motor Vehicle Insurance

Combined Product Disclosure  
Statement and Financial  
Services Guide

**Issued by**

Blue Badge Insurance Australia Pty Ltd

**Thank You for choosing the Comprehensive Motor Vehicle Insurance product issued by Blue Badge Insurance Australia Pty Ltd.**

As Australia's first independence and mobility insurance specialist, We cater for people with disabilities, seniors and those experiencing difficulties with their mobility. Our products are designed with the understanding of how important mobility is to You.

At Blue Badge Insurance, We have developed an innovative insurance product that is tailored for people who regularly use a disability parking permit. In addition We provide specific cover for Vehicles converted for a driver or passengers with a disability.

Blue Badge Insurance also has a wide range of other insurance solutions covering home and contents, 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 Comprehensive Motor Vehicle Insurance at a Glance

The following summary provides some key details about Your Blue Badge Comprehensive Motor Vehicle Insurance. For full details about Your cover, Your limits and any exclusions that apply please read Your Product Disclosure Statement together with Your Certificate of Insurance.

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**What We Insure**

We will cover Your Vehicle for Accidental Damage, Theft and Your Legal Liability. For more details on what We insure please see pages 19-20.

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**Your Level of Cover**

You can select Market or Agreed Value for Your Vehicle which will be specified on Your Certificate of Insurance. These amounts do not include the value of any Accessories, Modifications or Conversions. These terms are defined in Words With Special Meanings on pages 50-53.

**This PDS Version was prepared on 1 January 2021.**

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**Your Cover for Accessories, Modifications or Conversions**

You can select the amount of insurance You need for Your Vehicle Accessories, Modifications or Conversions. This will be specified on Your Certificate of Insurance.

If You have any Conversions to Your Vehicle which are less than \$500 in value, in total, You are not required to tell Us. Your policy will automatically include cover for up to \$500 in total.

For any Vehicle Accessories, Modifications, or Conversions of greater than \$500 in value in total, You must tell Us about them and they must be specified on Your Certificate of Insurance. Your Policy will not cover You for these items if they are not specified on Your Certificate of Insurance.

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**Your Benefits**

You will have a number of Additional Benefits automatically included to cover Your Vehicle such as:

- New Replacement Vehicle
- Replacement of Conversions
- Rental Car Following Theft
- Emergency Repairs
- Personal Belongings
- Emergency Travel & Accommodation
- Assistive Technology Equipment

For a full list and more details about all of the Blue Badge Additional Benefits, please see pages 21-30.

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**Your Optional Benefits**

You will have a number of Optional Benefits available that may be included on payment of additional premium:

- Excess Free Windscreen and Glass
- Rental Car Following Accidental Damage
- Blue Badge Roadside Assistance

If You have taken these Blue Badge Optional Benefits they will be specified on Your Certificate of Insurance. For more details of these benefits please see pages 31-33.

# Managing Your Claims at a Glance

This 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.

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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 10.

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**How We Settle Your Claim**

We will at Our discretion repair or replace Your Vehicle. If Your Vehicle is a Total Loss We may instead pay You. For more details about how We settle claims please see pages 40-42.

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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 42-43.

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**Our Approach to Repairs**

It is important that We make the claims process as simple as possible and We will support You by offering:

- Choice of repairer
- Lifetime Repair Guarantee

For more details about these claims benefits please see pages 43-46.

# Your Product Disclosure Statement

This Product Disclosure Statement (PDS) is a legal document containing important information about Blue Badge Insurance and Your Comprehensive Motor Vehicle 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 Vehicle, its Accessories, Modifications and Conversions.

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

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# PART A IMPORTANT INFORMATION ABOUT YOUR INSURANCE

This Part A contains important information about Us and Your Comprehensive Motor Vehicle Insurance.

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

Blue Badge Insurance is underwritten by Pacific International Insurance Pty Ltd (ABN 83 169 311 193) (Pacific) and distributed by Blue Badge Insurance Australia Pty Ltd (ABN 18 620 594 765 | A.R. No.1275642) (Blue Badge Insurance) as an Authorised Representative of AI Insurance Holdings Pty Ltd (ABN 78 135 243 364 | AFS Licence No. 379465) (AI).

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 54-57 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

**Facsimile:** (02) 9438 4772

**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, 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 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)

If You lodge a matter with AFCA, do so under the AFS Licensee: AI Insurance Holdings Pty Ltd, AFSL No. 379465.

## **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. This is called the 'cooling off period'. If You wish, and provided You have not made a claim, You can exercise Your cooling off rights within 21 days from the day cover began or was renewed. When You exercise Your 'cooling off' rights, We will refund in full the premium, taxes and fees You have paid for that Period of Insurance. If you exercise Your 'cooling off rights' 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 the premium, GST, stamp duty and other applicable government charges. We 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 type of Vehicle and any Accessories, Modifications and Conversions;
- the value of Your Vehicle;
- the driving experience of the drivers;
- Your claims history;
- the inclusion of any Blue Badge Optional Benefits;
- the level of Excess that You select.

We may charge an administration fee and if so, the details will be specified on Your Certificate of Insurance.

The total premium and charges for Your insurance and when this should be paid will be specified on Your Certificate of Insurance.

## **How to Buy This Insurance**

To buy this insurance You can get details from Our website [www.BlueBadgeInsurance.com.au](http://www.BlueBadgeInsurance.com.au) or call Us on 1300 304 802 and Our customer service team can assist You to apply for the Comprehensive Motor Vehicle Insurances.

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

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

- credit card; or
- direct debit.

You may also be able to pay by an instalment arrangement with a third party. You should contact Us to get more details about this payment option.

If You elect to pay by direct debit You must:

- be an authorised signatory to the account from which We will debit payments;
- ensure that We can direct debit from Your account and that there are sufficient funds in Your nominated account;
- request in writing more than 14 days from the next scheduled payment the variation of future payments;
- notify Us and/or Your financial institution if there are any errors in the direct debit payments made from Your Account.

In the event that there is a failed payment We will:

- make every effort to contact You to advise You of the failed attempts and to resolve the matter;
- determine whether the opportunity to use the direct debit payment option is available due to insufficient funds.

Where there are any failed instalments, We will charge You the fees incurred by Us for the rejected direct debit from the financial institution.

In the event that You have a claim whilst the payment of Your insurance has not been paid by the due date, it 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 Comprehensive Motor Vehicle Insurance**

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

We can only cancel Your insurance if the law allows Us to by giving You the 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) for Your insurance;
- failed to inform Us of a significant 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 and 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 preferred delivery method is 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 electronic communication, 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 Vehicle or any other changes to the information You have provided to Us that might increase 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.

## **When Your Contract of Insurance Changes**

If You want to make a change to Your insurance, the change becomes effective when We tell You We have agreed to it. We will give You a new Certificate of Insurance.

## **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 Your Vehicle against unauthorised access when it is unattended by removing Your keys and locking Your Vehicle.

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

## **Goods and 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.

## **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 Comprehensive Motor Vehicle 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.

If Your payment is not paid by the due date and time, as set out in the written renewal notice, Your Blue Badge Comprehensive Motor Vehicle Insurance will expire without further notice from Us.

## **Law and 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 Comprehensive Motor Vehicle Insurance**

### **Accidental Damage and Theft**

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

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 Vehicle;
- b)** Pay You the Reasonable Costs of repairing Your Vehicle; or
- c)** If Your Vehicle is a Total Loss:
  - i. pay You the Agreed or Market Value as shown on Your Certificate of Insurance; or
  - ii. arrange the replacement of Your Vehicle, with a vehicle of a similar make, model, class or series.

We will also do this for any Accessories or Modifications that are damaged or stolen in the Incident.

The most that We will pay for the Accidental Damage or Theft of Your Vehicle is Your Sum Insured on Your Certificate of Insurance.

However, for any Accessories or Modifications, the most that We will pay for each of these, in total, is the Sum Insured on Your Certificate of Insurance.

For details about what We cover and what we will pay for Conversions, see the Additional Benefit 'Replacement of Conversions'.

## Legal Liability

We will cover You for amounts you are legally liable to pay as compensation for damage to other people's property that:

- a)** results from an Incident that is your fault; and
- b)** was caused by or arises out of:
  - i. the use of Your Vehicle, a Substitute Vehicle, or Your trailer or caravan attached to Your Vehicle at the time of the Incident;
  - ii. items that You have taken reasonable steps to secure that have fallen from Your Vehicle, a Substitute Vehicle, or Your trailer or caravan attached to Your Vehicle at the time of the Incident;
  - iii. the loading and unloading of Your Vehicle, a Substitute Vehicle, or Your trailer or caravan attached to Your Vehicle at the time of the Incident.

occurring anywhere in Australia during the Period of Insurance.

This cover is extended to apply to any person who is driving, using or in charge of your Vehicle with your permission or any passenger getting into or out of your Vehicle. This does not increase the maximum amount we pay.

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 \$20 million and includes all legal costs and expenses.

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

The following Additional Benefits will apply to Your Contract of Insurance.

Unless stated otherwise You are only entitled to cover under the Additional Benefits if You are covered for Accidental Damage or Theft to Your Vehicle. The limits set out in Additional Benefits apply in addition to Your Sum Insured.

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

### **New Replacement Vehicle**

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

If Your Vehicle is a Total Loss We will replace Your Vehicle with a new Vehicle if all of the following conditions apply:

- the Vehicle was purchased new by You;
- the Vehicle is less than 2 years old from the date of original registration;
- if Your Vehicle is under finance and Your finance company has provided their written approval to replace the Vehicle.

We will replace Your Vehicle with a new Vehicle (including Your Accessories and Modifications) of the same or similar make, model, class or series.

For details about what We cover and what we will pay for Conversions, see the Additional Benefit 'Replacement of Conversions'.

We will pay for the on road costs including 12 months registration and compulsory third party insurance, less any refunds obtained from the cancellation of the registration and Compulsory Third Party Insurance due to the Accidental Damage or Theft of the insured Vehicle.

## **What Is Not Covered?**

This benefit will not apply if We are unable to source a replacement Vehicle in Australia of the same or similar make, model, class or series. We will instead pay the Agreed Value or Market Value of the Vehicle as specified on Your Certificate of Insurance.

## **New Replacement of Conversions**

### **What Is Covered?**

In the event of Accidental Damage or Theft of Conversions to Your Vehicle We will, at Our discretion:

- repair or replace the Conversions with new items or parts that are available at the time of repair or replacement. If the same items are not available We may repair or replace with a different brand of a similar quality, but not to a better standard, specification or quality than when new;
- pay You the Sum Insured of the Conversions.

The most that We will pay for the Accidental Damage or Theft of Your Conversions is specified by the Sum Insured of the Conversions on Your Certificate of Insurance.

If We are unable to source replacement Conversions in Australia of a similar make and model We will pay up to:

- the Sum Insured for the Conversions specified on Your Certificate of Insurance;
- \$500 for any one Incident for those Conversions that You have not specified.

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

This benefit will not cover any Conversions of a value of more than \$500 that have not been specified on the Certificate of Insurance.

This benefit will not cover any Conversions older than 5 years from the date the Conversion was installed to Your Vehicle.

## **Rental Car Following Theft**

### **What Is Covered?**

In the event of the Theft of Your Vehicle We will arrange for You to be provided with a rental car until the earlier of the following:

- Your Vehicle has been recovered and any damage has been repaired;
- Your Vehicle has been recovered undamaged and You have been told of its location; or
- We settle Your claim.

We will pay up to \$150 per day for a rental car similar to Your Vehicle. The maximum time period for this benefit is 28 days.

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

This benefit will not pay for the following:

- a rental car that has not been arranged by Us or without Our prior approval;
- the cost of fuel and other running costs for the rental car including tolls;
- any fines or infringement notices whilst operating the rental car;
- any Accidental Damage or Theft of the rental car.

### **When a Suitable Rental Car is not Available**

In the event that a suitable rental car is not available We will pay You a travel allowance until the earlier of the following:

- Your Vehicle has been recovered and any damage has been repaired; or
- Your Vehicle has been recovered undamaged and You have been told of its location; or
- We pay the Agreed Value or Market Value of Your Vehicle as specified on Your Certificate of Insurance.

The travel allowance benefit can be used for travel such as taxi, ride sharing or public transportation and will be up to a maximum of \$150 per day for a maximum period of 28 days.

This benefit will not cover any costs that are incurred:

- where We have not authorised this benefit; and
- where You cannot provide receipts as proof of the expense.

## **Personal Belongings**

### **What Is Covered?**

In the event of Accidental Damage or Theft of Your or Your passenger's Personal Belongings whilst in Your Vehicle, during the Period of Insurance, We will at Our discretion either repair or replace the Personal Belongings or pay the depreciated value.

We will pay up to \$1,000 for any one Incident. We may ask for proof of ownership of the damaged or stolen item. The Basic Excess will apply to this benefit.

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

This benefit will not cover You if there is no evidence of Theft or attempted Theft to steal from Your locked Vehicle with an object other than a key.

## **Replacement Vehicle**

### **What Is Covered?**

In the event that You purchase a new Vehicle to replace Your insured Vehicle, We agree to insure Your replacement Vehicle automatically for a period of 21 days from the date of replacement.

The replacement Vehicle is covered for the lesser of the:

- Sum Insured specified on Your Certificate of Insurance; or
- amount You paid for the replacement Vehicle.



## **What Is Not Covered?**

This benefit will not cover Your replacement Vehicle after 21 days from the date of purchase:

- if You do not provide Us with the full details of Your replacement Vehicle;
- until We agree to insure Your replacement Vehicle; and
- You pay any additional premium that We may request.

## **Replacing, Re-Keying and Recoding Locks**

### **What Is Covered?**

In the event that the keys to Your Vehicle have been stolen during the Period of Insurance and that Theft has been reported to the police We will pay for the repair, replacement or recoding of the keys, locks or barrels, up to \$2,000 for any one Incident.

This benefit applies even if You have not had a claim under Part B Your Policy Wording Section 1) Your Comprehensive Motor Vehicle. The Basic Excess will apply to this benefit.

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

This benefit will not cover keys that have been lost, stolen by You, a member of Your family or another person who resides with You. Cover under this benefit does not entitle You to a claim for any other benefits..

## **Trailer and Caravan**

### **What Is Covered?**

In the event that We have accepted Your claim for Accidental Damage or Theft of Your Vehicle, We will at Our discretion either repair or replace the uninsured caravan or trailer that was attached to Your Vehicle at the time of the Incident.

The most We will pay for any one Incident is the lesser of the:

- Market Value of the trailer or caravan;
- \$1000; or
- any higher amount specified on Your Certificate of Insurance.

## **What Is Not Covered?**

This benefit will not apply:

- if the trailer or caravan is not registered with the statutory authority;
- to any Accidental Damage or Theft to property that is being carried in the trailer or caravan.

## **Emergency Repair**

### **What Is Covered?**

In the event that emergency repairs are necessary to drive Your Vehicle home after Accidental Damage to Your Vehicle or Your Vehicle is recovered after Theft in a damaged condition, We will cover the reasonable market rate of the emergency repairs.

We will pay up to \$1,000 for any one Incident.

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

This benefit will not cover any emergency repairs due to circumstances of wear, tear, rust, corrosion, algae, mould, mildew, mechanical breakdown, structural failure, electrical breakdown, computer technology including any viruses, tyre punctures, using fuel that is not intended for Your Vehicle or battery depletion.

## **Towing**

### **What Is Covered?**

In the event of Accidental Damage to Your Vehicle or on recovery of Your Vehicle as a result of its Theft, We will pay the reasonable market rate for protection, removal and towing of Your Vehicle to the nearest place of safety.

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

This benefit will not respond if We have not agreed to the location of where Your Vehicle will be towed to, other than the nearest place of safety.

## **Assistive Technology Equipment**

### **What Is Covered?**

In the event of Accidental Damage or Theft to Your Assistive Technology Equipment whilst in Your Vehicle or secured by a locking device in or to a trailer during the Period of Insurance, We will at Our discretion either repair or replace the Assistive Technology Equipment or pay the depreciated value of that equipment.

We will pay up to a maximum of \$5,000 for all claims in any one Period of Insurance. We may ask for proof of ownership of the lost or damaged item. The Basic Excess will apply to this benefit.

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

This benefit will not cover the Assistive Technology Equipment that is contained in Your Vehicle or secured by a locking device in or to a trailer:

- if there is no evidence of Theft or attempted Theft with an object other than a key;
- is left overnight.

## **Finance Gap**

### **What Is Covered?**

In the event that Your Vehicle is a Total Loss and Your Vehicle Sum Insured is less than Your residual finance contract payout (less any arrears) We will pay 50% of the difference.

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

This benefit will not cover You if the amount we pay for Your Vehicle is less than 80% of the residual finance value for Your Vehicle. We will not pay for any overdue payments, arrears or penalty payments under Your finance contract.

## **Funeral Benefit**

### **What Is Covered?**

We will pay the associated travel, burial or cremation costs that are incurred within Australia following Your death, or the death of any person driving Your Vehicle with your permission, as a result of a fatal injury sustained in an Incident involving Your Vehicle that is covered by Your insurance.

We will pay up to a maximum of \$5,000 for any one Period of Insurance.

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

This benefit will not respond if the death as a result of the fatal injury occurs more than 6 months from the end of the Period of Insurance in which the Incident occurs.

## **Child Seat and Baby Capsule**

### **What Is Covered?**

In the event of Accidental Damage or Theft during the Period of Insurance of a child's car seat, booster seat or capsule that has been fitted to Your Vehicle We will at Our discretion either repair or replace the child's car seat, booster seat or capsule or pay the depreciated value of that item.

We will pay up to \$1,000 for any one Incident. We may ask for proof of ownership of the lost or damaged item. The Basic Excess will apply to this benefit.

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

This benefit will not cover You if there is no evidence of the Theft from Your locked Vehicle with an object other than a key.

## **Artwork and Signage**

### **What Is Covered?**

In the event of Accidental Damage or Theft that damages any artwork or signwriting on Your Vehicle in an Incident we cover under Your insurance, We will pay the reasonable market rate to repair or replace the artwork or signwriting.

We will pay up to \$500 during any one Period of Insurance.

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

This benefit will not replace any artwork or signwriting to any part of Your Vehicle which is not damaged due to the Accidental Damage or Theft.

### **Emergency Travel and Accommodation**

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

In the event that Your Vehicle cannot be driven safely following Accidental Damage or Theft during the Period of Insurance We will reimburse you for the reasonable cost of:

- travel necessary to get You and Your passengers home or to Your original destination;
- essential accommodation for You and Your passengers;
- returning Your Vehicle or transportation to collect Your Vehicle, at Our discretion, when it has been repaired.

The most that We will pay in respect of any one Incident will be \$2,000.

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

This benefit will not cover any costs that are incurred where You cannot provide receipts as proof of the expense.

### **Carers' or Support Workers' Tools of Trade**

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

In the event that Your Carers' or Support Workers' Tools of Trade are damaged or stolen whilst in Your Vehicle as a result of Accidental Damage or Theft during the Period of Insurance, We will at Our discretion either repair or replace the Carers or Support Workers Tools of Trade or pay the depreciated value of those items.

The most We will pay is up to \$1,000 for any one Incident. We may ask for proof of ownership of the damaged or stolen item. The Basic Excess will apply to this benefit.

## **What Is Not Covered?**

This benefit will not cover the Carers' or Support Workers' Tools of Trade:

- if there is no evidence of Theft or attempted Theft from Your locked Vehicle with an object other than a key;
- if they are left in the Vehicle overnight;
- if they are covered under another Contract of Insurance.

## **Substitute Vehicle**

### **What Is Covered?**

We will cover You under Legal Liability cover during the Period of Insurance, while You are using a Substitute Vehicle whilst Your Vehicle is not able to be driven due to a claim covered by Your insurance.

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

We will not cover Your legal liability for the use of a Substitute Vehicle if We have accepted a claim for the Total Loss of Your Vehicle as Your Contract of Insurance will come to an end.

This benefit does not cover:

- hire cars; and/or
- any loss or damage of the Substitute Vehicle.

## **Section 3) Blue Badge Optional Benefits**

If You have chosen any of the following Blue Badge Optional Benefits they will be specified on Your Certificate of Insurance. Limits to these benefits apply as set out in the benefits below or on Your Certificate of Insurance.

The Blue Badge Optional Benefits are subject to the terms, conditions, limitations and exclusions of this Contract of Insurance.

### **Excess Free Windscreen and Glass**

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

In the event of Accidental Damage and Theft to Your Vehicle during the Period of Insurance that is limited to the windscreen, side or rear glass windows and sun roofs, We will not apply an Excess to the first insured Incident.

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

This benefit will not pay for the following:

- deterioration of the windscreen, side or rear glass windows, or sunroof due to age or general wear and tear;
- deterioration of the rubber or sealant due to age or general wear and tear;
- damage that does not impact the integrity of the glass or does not extend through the full layers of the glass.

### **Rental Car Following Accidental Damage**

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

In the event of Accidental Damage to Your Vehicle We will arrange for You to be provided with a rental car from the latter of:

- the date We have accepted Your claim and repairs to Your Vehicle have been authorised by Us; or
- the date Your Vehicle has been made available for repairs to commence.

We will pay for the rental car:

- up until the repairs to the Vehicle have been completed and it is ready for collection; or
- up to when We settle Your claim.

We will pay up to \$150 per day for a rental car similar to Your Vehicle. The maximum time period for this benefit will be 28 days.

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

This benefit will not pay for the following:

- a rental car that has not been arranged by Us or without Our prior approval;
- the cost of fuel and other running costs for the rental car including tolls;
- any fines or infringement notices whilst operating the rental car;
- any Accidental Damage or Theft of the rental car.

### **When A Suitable Rental Car Is Not Available**

In the event that a suitable rental car is not available We will pay You a travel allowance until the earlier of the following:

- any damage to Your Vehicle has been repaired and it is ready for collection; or
- We pay the Agreed or Market Value of Your Vehicle as specified on Your Certificate of Insurance.

The travel allowance can be used for travel such as taxi, ride sharing or public transportation and will be up to a maximum of \$150 per day for a maximum period of 28 days.

This benefit will not cover any costs that are incurred:

- where We have not authorised this benefit; and
- where You cannot provide receipts as proof of the expense.

## **Blue Badge Roadside Assistance**

### **What Is Included?**

Blue Badge Roadside Assistance provides You with access to 24 hour roadside assistance provided by Digicall Assist, not Blue Badge Insurance. Under



this benefit Digicall will arrange, where it is possible and safe to do so, most common breakdown related problems to be rectified including:

- inflation of a flat tyre or replacement of a flat tyre with the vehicle's serviceable spare;
- jump-starting of a flat battery;
- minor breakdown related repairs to be carried out;
- keys that have been lost or stolen, or locked inside the Vehicle, arranging for the spare key to be delivered or arrange for a locksmith to attend;
- towing Your Vehicle if it cannot be mobilised on the roadside to the nearest repairer as soon as practical.

### **The Limits, Terms, Conditions and Exclusions**

There are limits, terms, conditions and exclusions that apply to this Blue Badge Optional Benefit and it is important that You are familiar with them and Your responsibilities. Full details are available by calling 1300 304 802 or You can view them at [www.BlueBadgeInsurance.com.au](http://www.BlueBadgeInsurance.com.au). You will receive separate terms and conditions if You purchase this Blue Badge Optional Benefit.

### **The Provider Of This Optional Benefit**

Digicall Assist has entered into a separate agreement with Blue Badge Insurance to provide this service where the Blue Badge Roadside Assistance Optional Benefit has been taken.

Blue Badge Roadside Assist is a separate offering to this Insurance and You pay an additional amount for it. The Blue Badge Roadside Assistance will automatically renew with Your Comprehensive Motor Vehicle Insurance unless You tell Us otherwise.

We may change the provider of this service at any time. By choosing this Optional Benefit You confirm that We do not provide these services and are not responsible for them or liable to You for any loss, damage or liability arising from or connected with them.

## **Section 4) 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 at the time of the Accidental Damage, Theft or Legal Liability which results in a claim for Your Vehicle or Substitute Vehicle where the following General Exclusions would apply:

### **Driver General Exclusions**

Your Blue Badge Comprehensive Motor Vehicle Insurance does not cover any Accidental Damage, Theft or Legal Liability that was caused by:

- an unlicensed driver;
- any driver under the age of 18 years
- a driver who does not comply with the conditions of their Driver's Licence;
- any driver restrictions specified on Your Certificate of Insurance;
- any driver, or supervising driver, in the case of a learner driver, who is under the influence of or had their judgement affected by any drug or alcohol exceeding the statutory limit for the State or Territory; or
- any driver, or supervising driver, in the case of a learner driver, who refused to submit to any test to determine the level of alcohol and/or drugs in the blood when reasonably requested by the police.

We will pay Your claim if You can prove that You did not suspect or know that the driver or supervising driver was unlicensed or under the influence. If We do settle the claim We may decide to recover what We have paid from the driver or supervising driver when the Incident occurred.

## Use of Your Vehicle Exclusions

Your Blue Badge Comprehensive Motor Vehicle Insurance does not cover any Accidental Damage, Theft or Legal Liability where the Vehicle was:

- being used unlawfully;
- being used as a courier, delivery service or to carry passengers for hire, fare or reward;
- being used for any motor sport, motor sport trials or being driven on a motor sport circuit, except as a speed test part of a defensive driver training course;
- being used in the motor trade for experiments, tests, trials, or demonstration purposes;
- being used to carry more passengers or tow a load greater than it was designed for, unless You can prove that it did not cause the Incident;
- being used to move dangerous goods or substances that could pollute or contaminate unless they are in quantities to be used for domestic purposes;
- being used for bulk transport of explosives, inflammable liquids or gases, toxic or corrosive liquids or gases;
- being used in an unsafe or unroadworthy condition unless You can prove that it did not cause the Incident;
- not locked or reasonable steps to protect it were not taken, including removing the keys when the Vehicle was unattended;
- being driven whilst unregistered;
- being used outside of Australia or not during the Period of Insurance.

## **Condition of Your Vehicle, Repairs and Maintenance Exclusions**

Your Blue Badge Comprehensive Motor Vehicle Insurance does not cover Your Vehicle for:

- pre-existing damage, or faulty workmanship or incomplete repairs incurred prior to the Incident;
- damage or cost arising from the use of fuel that was not intended for Your Vehicle;
- repairs that were not authorised by Us, other than of the Additional Benefit for Emergency Repairs;
- damage that arises after an Incident or breakdown where You have not taken reasonable steps to protect Your Vehicle;
- damage that is due to knowingly driving the Vehicle in a damaged condition;
- damage to tyres from braking, punctures, cuts and bursts;
- damage that is due to wear and tear, rust, corrosion, algae, mould or mildew;
- mechanical, electrical or computer breakdowns, failures or breakages or where a component fails to perform to its intended design specification;
- any claim where the Vehicle has been modified or fitted with non-standard Accessories without Our prior written consent.

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

Your Blue Badge Comprehensive Motor Vehicle Insurance does not cover You for:

- 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 Vehicle;

- any financial loss due to a reduction in value or Depreciation;
- compensation for distress, inconvenience or any other non-financial losses.

### **Legal Liability Exclusions**

Your Blue Badge Comprehensive Motor Vehicle Insurance does not cover loss, damage, liability, costs or expenses caused by or connected with:

- criminal acts, or fines for breaches of road traffic rules or statutes;
- damage to property belonging to You, any person covered by this Contract of Insurance, any family member or person who usually lives with You, other than the cover provided by the Additional Benefit Personal Belongings;
- damage to property that is either in Your care, custody or control or of any person covered by this Contract of Insurance;
- any legal fines, penalties, compensatory damages, aggravated or exemplary charges;
- the acceptance of liability by You or someone You authorise to use Your Vehicle without Our authorisation to do so, unless We later determine You or they would have been liable despite the agreement or contract.

### **Other Exclusions**

Your Blue Badge Comprehensive Motor Vehicle Insurance does not cover any Accidental Damage, Theft or Legal Liability:

- caused by any deliberate, intentional or malicious act caused by You or by someone with Your knowledge or consent to carry out;
- where You or a third party with Your knowledge have deliberately misled Us;
- where Your Vehicle was lawfully seized, repossessed 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;
- 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 Contract of Insurance.

## **Section 5) 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. Details of the Vehicles involved;
  - ii. Names, Driver's Licence and contact details of the other drivers involved;
  - iii. Contact details of any witnesses to the Incident;
  - iv. Accident details including date, time, location and occurrence;
  - v. Details of the road, traffic and weather conditions prior to the Incident.
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 enter into or sign an agreement or a contract with a repairer, towing provider or rental car provider without Our written consent or approval. Towing authorities are acceptable.
4. Do not dispose of any damaged items without first seeking Our approval.



5. Do not authorise any repairs except for any temporary Emergency Repairs covered under the Additional Benefit.
6. Do not delay contacting Us as this may impact Your claim if the late notification results in higher costs or harms Our investigation opportunities.
7. 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.

### **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 Vehicle or any insured item that We may request;
  - iv. Allow Us to inspect and/or take possession of Your Vehicle.
4. We will determine whether You were solely at fault or contributed to the cause of the accident as part of the process to validate Your Claim.
5. It will be at Our discretion how We manage Your Accidental Damage, Theft or Legal Liability claim.
6. You are required to pay any Excesses that apply to Your claim.

7. You are required to forward any notices or communication from other parties that relate to the Incident as soon as possible after they have been received regardless of what they may be.

## **Your Excesses**

Your Excess is specified on Your Certificate of Insurance and is the amount that You must pay each time You make a claim, even if someone else was using the Vehicle at that time of the Incident. 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 Excesses for each Incident.

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

### **Basic Excess**

This is the first amount that You must pay on each claim. The Basic Excess is specified on Your Certificate of Insurance.

### **Young Driver Excess**

If at the time of the Incident Your Vehicle was being driven by a person under the age of 25, You must pay the Young Driver Excess in addition to the Basic Excess. The Young Driver Excesses are specified on Your Certificate of Insurance.

### **Undeclared Young Driver Excess**

If at the time of the Incident Your Vehicle was being driven by a person under the age of 25 who was not declared and shown on Your Certificate of Insurance as a driver, You must pay the Undeclared Young Driver Excess in addition to the Young Driver and the Basic Excess. The Undeclared Young Driver Excess is specified on Your Certificate of Insurance.

### **Inexperienced Driver Excess**

If Your Vehicle was being driven by a person 25 years of age or over who has not held an

Australian Drivers Licence for more than 2 years, You must pay the Inexperienced Driver Excess in addition to the Basic Excess. The Inexperienced Driver Excesses is specified on Your Certificate of Insurance.

### **When You Will Not Have To Pay An Excess**

You will not have to pay any Excess if We decide that the driver of Your Vehicle at the time of the Incident did not contribute to the cause of the Incident or Your Vehicle was damaged whilst parked, and You provide Us with the:

- name, address and licence details of each of the parties involved; and
- registration details of any other Vehicle involved in the Incident.

You will not have to pay a Young Driver Excess, Undeclared Young Driver Excess or an Inexperienced Driver Excess:

- if the driver is using the Vehicle without Your permission and is found guilty of the Theft or illegal use of Your Vehicle;
- if the driver is paid by You to repair, service or test Your Vehicle;
- if the driver is a valet attendant or attendant at a car park;
- if the driver is a learner driver accompanied by the holder of a full unrestricted Australian Drivers Licence;
- if the driver is Your carer or support worker;
- for claims involving fire, Theft and Malicious Damage.

### **Repairing Your Vehicle**

If You lodge a claim with Us and We agree to repair Your Vehicle:

1. You may nominate a repairer of Your choice subject to:
  - the repairer being appropriately licensed;
  - the provision of a quote for repairs; and
  - you allow Us to assess Your Vehicle prior to authorising repairs.

2. We may require a second quote from another repairer that We specify if We determine the first quote was not reasonable;
3. We will then choose to:
  - i. authorise the repairs at Your repairer of choice; or
  - ii. authorise the repairs at a repairer that We both agree; or
  - iii. pay You the Reasonable Costs to repair Your Vehicle.
4. We will provide the final written authorisation on who will repair or dismantle the Vehicle;
5. We will pay all Reasonable Costs to repair Your Vehicle directly to the repairer We have authorised to carry out the repairs.

For any repairs that are undertaken to Your Vehicle:

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

### **Lifetime Repair Guarantee**

We will provide a lifetime guarantee on the workmanship and materials used in any repairs that We authorise to Your Vehicle for the period that You own or lease the Vehicle. This guarantee is not transferable to subsequent owners of Your Vehicle.

If there is concern about the quality of repairs completed by a repairer that We authorise, contact Us and We will organise any necessary repair corrections with the repairer. Please do not undertake any additional work without Our authorisation as this may mean that Our guarantee is not available.

## **Replacement Of Damaged Parts**

If We are unable to repair the damaged parts of Your Vehicle We will use new, recycled or reconditioned parts that meet the requirements of the Australian Design Rules. If such parts are not available or appropriate for Your Vehicle, We may use equivalent parts from an alternative supplier.

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

If the Vehicle's identification such as the VIN plate or label has been damaged and We cannot source a replacement from the manufacturer We will try to get written confirmation of Your Vehicle's identity from the manufacturer. We will then repair Your Vehicle without replacing any damaged identification unless the law requires that We do so.

For any repairs that are undertaken to Your Vehicle, if a part is not available in Australia 30 days after the date Your damaged Vehicle was assessed by Us, We may decide to pay You the cost to repair rather than replace that item. If We intend to do this We will inform You. The most that We will pay will be the cost of an equivalent part or its last listed price or value.

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 insurance. You must provide Us with Your reasonable assistance to recover any amount We pay under this insurance.

We have the sole discretion to initiate conduct, settle or defend legal proceedings for 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 Vehicle is a Total Loss and We have agreed to pay the Sum Insured:

- the wreckage of Your Vehicle becomes Our property;
- We will keep the proceeds of any salvage sale.

## **Total Loss Claims**

In the event that Your Vehicle 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;
- We will deduct the value of any unexpired registration and Compulsory Third Party Motor Vehicle Insurance costs;
- Your policy comes to an end and there will be no refunds payable for the premium and 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: Repairing Your Vehicle - At Fault Accident**

#### **Description:**

- Your Vehicle is insured for Market Value.
- A 24 year old undeclared family member was driving Your Vehicle with Your permission.
- We determine at the time of the Incident Your Vehicle is valued at \$32,400.
- The cost of repairs to Your Vehicle will be \$10,500.
- A mobile phone valued at \$950 was damaged in the Incident.

- You have a \$600 Basic Excess, a \$400 Young Driver Excess for 21 – 24 year olds and an \$800 Undeclared Young Driver Excess specified on Your Certificate of Insurance.

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

- We determine that the Incident is covered and Your family member was at fault.
- You will be required to pay the Repairer the \$1,800 combined Basic, Young Driver and Undeclared Excesses.
- We will pay the repairer the remaining \$8,700 to repair the damage to Your Vehicle.
- We will pay You \$950 for the damaged phone.

### **Scenario 2: Total Loss of Your Vehicle – Not At Fault Accident**

#### **Description:**

- Your 8 year old Vehicle is insured for an Agreed Value of \$42,000 and it has \$65,000 of Conversions specified on Your Certificate of Insurance.
- You are involved in an Incident and Your Vehicle is unable to be used.
- You can provide Us with the details of the incident, the other Vehicles and the other drivers.
- Your Vehicle was towed from the scene and You have paid the towing company \$220.
- You have a \$500 Basic Excess specified on Your Certificate of Insurance.

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

- We determine that the Incident is covered, that You are not at fault and that Your Vehicle is a Total Loss.
- As Your Vehicle is a Total Loss, Your Vehicle's registration and Compulsory Third Party Motor Vehicle Insurance will cease and You will get a refund of \$350 that You will be required to pay to Us.

- You will not be required to pay the \$500 Basic Excess.
- We will pay You the \$42,000 Agreed Value of the Vehicle and the \$65,000 specified Conversions.
- Upon presentation of the receipt We will pay \$220 for the Towing costs.
- We will retain any salvage rights.

### **Scenario 3: Vehicle Total Loss - New Vehicle Replacement - At Fault Accident**

#### **Description:**

- Your Vehicle is insured for an Agreed Value of \$47,000 and it has \$32,000 of Conversions that have been specified on Your Certificate of Insurance.
- Your Vehicle is 6 months old and You were the first owner.
- You have a \$600 Basic Excess and as You are 23 years old a \$800 Young Driver Excess for 21 - 24 year olds specified on Your Certificate of Insurance.

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

- We determine that the Incident is covered, that You are at fault and that Your Vehicle is a Total Loss.
- As Your Vehicle is a Total Loss, Your Vehicle's registration and compulsory third party insurance will cease and You will get a refund of \$150 that You will be required to pay to Us.
- We source a Vehicle of the same make and model including dealer delivery, statutory charges, registration and compulsory third party insurance.
- We determine that We will pay You for the \$32,000 Agreed Value of the Conversion.
- You will be required to pay Us the Excesses of \$1,400.
- We will retain any salvage rights.



## Scenario 4: Liability Cover for Property Damage

### **Description:**

- Your Vehicle is involved in an Incident with another Vehicle.
- Legal action is commenced against You and a court decides that You are liable for \$15,000 of damage to their property.
- We have paid Our legal representatives \$7,500 to defend the claim on Your behalf.
- Your Basic Excess is \$750 specified on Your Certificate of Insurance.

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

- You will pay Us the Basic Excess \$750 when You lodge the claim.
- We will pay the person who made the claim against You \$15,000.
- We will pay the legal representatives \$7,500.

## Section 6) 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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**Accessories** means any items fitted by a dealer or non-standard items fitted by a person other than the manufacturer, such as sound systems, tinted windows or alloy wheels and other fixed items that do not affect the performance or handling of the Vehicle. The Accessories must be specified on the Certificate of Insurance.

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**Accidental Damage** means damage caused by an unforeseen circumstances such as fire, Malicious Damage, hail, flood, accident or any other event not excluded by this Contract of Insurance.

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**Agreed Value** means the amount that We agree to insure Your Vehicle for other than the Sum Insured for any Accessories, Modifications and Conversions. This amount will be specified on Your Certificate of Insurance.

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**Assistive Technology Equipment** means equipment to support the independent lifestyles of the driver or regular passengers with disabilities or limited mobility and includes:

- mobility Scooters;
- wheelchairs;
- communication devices;
- prosthetics.

Assistive Technology Equipment does not include:

- mobile phones; or
- laptop, tablets and other portable computers;

unless used to support the independent lifestyle of the driver or regular passenger.

<b>Carers' or Support Workers' Tools of Trade</b>	means any tools which are used specifically by a carer or support worker in the provision of physical and/or personal care for You or Your regular passenger.
<b>Certificate of Insurance</b>	means Your latest Certificate of Insurance
<b>Conversions</b>	<p>means any change to the Vehicle's standard body, interior, engine, suspension, wheels, control systems, auxiliary controls, acceleration, braking, and steering that has the relevant certification, where required by a statutory body, to enable the driver to:</p> <ul style="list-style-type: none"> <li>• independently operate the Vehicle;</li> <li>• transport a passenger with a disability; or</li> <li>• stow and transport mobility equipment in or on the Vehicle.</li> </ul> <p>Where the total value of the conversions to the Vehicle are greater than \$500, they must be specified on the Certificate of Insurance.</p>
<b>Depreciation</b>	means the loss in value of an item insured due to its condition or use. We will deduct an amount or apply a rate to the sum that is due to You as a result of the loss of value of Your insured item due to its age, condition or use, unless we agree otherwise.
<b>Driver's Licence</b>	means a licence or permit to drive that is current for the class of Your Vehicle and held by You or the driver at the time of the Incident, and has been issued by the relevant State or Territory authority within Australia.

<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 the claim under the Contract of Insurance. There may be more than one excess applicable depending upon the circumstances of the claims.
<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 Vehicle by someone without Your consent.
<b>Market Value</b>	means the replacement costs of Your Vehicle, excluding any Accessories, Modifications and Conversions, taking into account the age and condition of Your Vehicle at the time of the Incident. To assist Us in determining the value We may use Glass's Guide, the RedBook or other available information.
<b>Modifications</b>	means any change to the Vehicle's standard body, interior, engine, suspension, wheels or paintwork which could affect its appearance, performance, value or safety. The modifications must be specified on the Certificate of Insurance.
<b>Period of Insurance</b>	means the start date specified on Your Certificate of Insurance until the end date specified 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.

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**Personal Belongings**

means personal portable items not permanently affixed and kept within Your Vehicle and includes items such as Your:

- clothes;
- glasses;
- portable GPS; or
- mobile phone.

personal belongings do not include:

- money, cheques, credit cards or negotiable instruments;
- firearms;
- assistive Technology Equipment; or
- tools or items used in connection with a business or occupation.

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**Reasonable Costs**

means the reasonable expense of returning Your Vehicle 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 Vehicle.

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**Substitute Vehicle**

means a registered Vehicle, similar to Your Vehicle that You drive whilst Your Vehicle is not able to be driven due to a claim covered by Your insurance. Substitute vehicles do not include hire cars.

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**Sum Insured** means the value that is specified on Your Certificate of Insurance for Your Vehicle, Accessories, Modifications or Conversions. means the:

- Agreed Value or the Market Value of the Vehicle ;
- value of the Accessories;
- value of the Modifications;
- value of the Conversions;

as specified on Your Certificate of Insurance.

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**Terrorism** 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.

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**Theft** means the theft of or evidence of the attempted theft and is reported to the Police.

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**Total Loss** means when We determine that repairs to Your Vehicle are uneconomical when compared to the Sum Insured of Your Vehicle, as specified on Your Certificate of Insurance, or the Theft of Your Vehicle and it has not been recovered.

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**Vehicle** means the registered Vehicle including:

- any Accessories;
- any Modifications;
- any Conversions;

that You have told Us about and specified on Your Certificate of Insurance.

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**Vehicle Use** means the use of Your Vehicle which is specified on Your Certificate of Insurance and may be:

- Business Use:
  - The Vehicle is registered as a business Vehicle; or
  - The Vehicle is used primarily for the purposes of earning income.
- Private Use means for any other type of use other than Business Use.

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**We, Our and Us** means Blue Badge Insurance is underwritten by Pacific International Insurance Pty Ltd (ABN 83 169 311 193) (Pacific) and distributed by Blue Badge Insurance Australia Pty Ltd (ABN 18 620 594 765 | A.R. No.1275642) (Blue Badge Insurance) as an Authorised Representative of AI Insurance Holdings Pty Ltd (ABN 78 135 243 364 | AFS Licence No. 379465) (AI)

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**You, Yourself and Your** means the insured person(s) identified on the Certificate of Insurance.

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# Financial Services Guide (FSG)



# Your Product Disclosure Statement

This Product Disclosure Statement (PDS) is a legal document containing important information about Blue Badge Insurance and Your Comprehensive Motor Vehicle 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 Vehicle, its Accessories, Modifications and Conversions.

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

## How We Are Paid

Blue Badge Insurance Australia Pty Ltd will receive a commission from Pacific for every policy that is issued on behalf of the Insurer.

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 invoice 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 Comprehensive Motor Vehicle Insurance.

We may appoint as Referrers a range of individual professionals and associations including motor vehicle repairers, motor converters, 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 the Insurer (not in additions 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 Comprehensive Motor Vehicle 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 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 within a reasonable time of receiving this FSG.

## **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 Australia Pty Ltd see page 12 of this document.

**BLUE BADGE  
INSURANCE  
AUSTRALIA**



**Contact Details:**

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**Website:**

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**Mail:**

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PO Box 550, Kotara NSW 2289

**This PDS Version was prepared on  
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Blue Badge Insurance is underwritten by Pacific International Insurance Pty Ltd (ABN 83 169 311 193) (Pacific) and distributed by Blue Badge Insurance Australia Pty Ltd (ABN 18 620 594 765 | A.R. No.1275642) (Blue Badge Insurance) as an Authorised Representative of AI Insurance Holdings Pty Ltd (ABN 78 135 243 364 | AFS Licence No. 379465) (AI)

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