



# Caravan Insurance

PRODUCT DISCLOSURE STATEMENT

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

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# 1. Introduction

## ABOUT NM INSURANCE AND ITS SERVICES

Lets Go Caravan Insurance is a business name of NM Insurance Pty Ltd ABN 34 100 633 038 AFS Licence Number 227186 (in this document referred to as NM Insurance). NM Insurance is an underwriting agency and has been given a binding authority by the insurer, ZAIL and which allows it to arrange and administer this Policy (within the terms of the binding authority). In doing so NM Insurance acts for ZAIL and not You. NM Insurance provides general advice on and arranges and administers this Policy under its own AFS Licence. Any general advice is provided on behalf of NM Insurance and does not take into account your objectives, financial situation or needs so consider whether this product is appropriate for you having regard to these things.

Our contact details are:

NM Insurance  
Level 7, 99 Walker Street, North Sydney NSW 2060  
Telephone: (02) 8287 3790  
Email [customerservice@nminsurance.com.au](mailto:customerservice@nminsurance.com.au)  
Facsimile: 02 8287 3799

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## ABOUT THE INSURER

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

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## ABOUT CARAVAN INDUSTRY ASSOCIATION OF AUSTRALIA AND INSURANCE ADVISERNET

This PDS may be provided to You by the Caravan Industry Association of Australia Limited ABN 70 057 668 041 (Association) of Suite 6, Level 1, 214 Graham Street, Port Melbourne VIC 3207 or other authorised distributors including selected caravan dealers. It is the peak national body for the caravanning and camping industry in Australia. The Association and other authorised distributors have been authorised by NM Insurance as its general insurance distributors to deal in this product. They are not authorised to provide any advice on this insurance. If You have any questions, please contact NM Insurance.

Insurance Advisernet Australia Limited ABN 81 072 343 643 of Level 31, 100 Miller Street, North Sydney NSW 2060 assists the Association and facilitates the relationship of the Association and other authorised distributors with NM Insurance.



## COOLING OFF PERIOD

If You decide that the Policy doesn't meet Your needs, for whatever reason, and You have not made a claim, You can cancel the policy within 21 days of the start of Your insurance by writing to Us or emailing Us (this also applies to each renewal). If You do so, You will receive a full refund of any premiums paid for the Policy (less any taxes or duties We cannot recover). Even after this cooling off period ends, You still have cancellation rights (see page 47 of this PDS).

## 2. Summary of Your Cover

You will only be entitled to the cover provided by this insurance for which You have paid the applicable premium and which is shown on Your Schedule.

There are limits to the cover provided and while some of these are fixed, others may be extended by simply notifying Us of the items You own and their value.

There are also terms, conditions, exclusions, limits and Excess(es) which apply in certain situations and/or to specific sections of the Policy, as well as general terms, conditions, exclusions and limits which apply to all cover under this insurance.

Please note that this is a limited summary only and not a full description of the cover under this insurance. Each cover noted is subject to terms, conditions, exclusions, limits and Excess(es) that are not listed in this summary. You should read the Policy in full to properly understand the cover provided. You are not automatically insured under each cover.

So that You understand exactly what this insurance covers and does not cover, make sure You read this Product Disclosure Statement ("PDS") and the policy wording ("Policy") which is found at Section 18 of this document.

Your Certificate of Insurance which we will give You also sets out limitations to your insurance cover as well as the insurance cover You have selected.

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## WORK OUT WHAT COVER SUITS YOU

You need to ensure that the cover selected by You is suitable for Your needs and that the level of cover provided is adequate.

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## WHAT ARE YOUR "CARAVAN", "ANNEXE" AND "CONTENTS"?

The meaning of these words is set out in the "What do Our words really mean?" section on pages 41-46 of this PDS.

You should consider what is and is not included in these terms when deciding the amount of the Sum Insured You may want to apply for.

You are responsible for deciding the amount of the Sum(s) Insured You apply for. If You are having difficulties working out the values please seek advice or a valuation from a professional.

## WHAT TYPES OF COVER CAN YOU APPLY FOR?

You can apply for Section 1 Loss cover and Section 2 Liability cover, while Section 3 has optional alterations to cover.

In addition, under Section 1 Loss You can add a Prestige option for additional premium. The covers are summarised below, including information on the Prestige option.

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### SECTION 1 – LOSS

Subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy, this includes cover for:

- Loss to Your Contents that occurs when the Contents are in Your Caravan or Your Annexe (if insured under the Policy);
- Loss to Your Caravan,

occurring during the Period of Insurance which is caused by one or more of the Insured Events You are covered for set out in Section 1.

The Insured Events You are covered for set out in Section 1 include:

- accident;
- fire;
- flood;
- hail;
- malicious Damage;
- storm;
- theft or attempted theft; and
- any other event that is not excluded under the Policy.

Contents are covered up to \$2,000, or \$5,000 under the Prestige option, subject to certain sub-limits.

Caravan Total Loss replacement is also included for a Total Loss within:

- 2 years; or
- 3 years if You select the Prestige option,

of the date of purchase as new or demonstrator model.

Under the Prestige option only, the relevant Sum Insured for Your Contents is subject to automatic reinstatement when We pay a claim.

There is also an optional cover under Section 1 for Loss to Your Annexe occurring during the Period of Insurance which is caused by one or more of the Insured Events You are covered for set out in Section 1.

## ADDITIONAL BENEFITS

There are additional benefits that automatically apply to certain parts of Section 1 of the Policy, such as:

### **ADDITIONAL BENEFIT APPLICABLE TO SECTION 1 A) CONTENTS, B) CARAVAN AND C) ANNEXE (OPTIONAL COVER)**

1. Machine or appliance motor burnout cover

### **ADDITIONAL BENEFIT APPLICABLE TO SECTION 1 A) CONTENTS; AND B) CARAVAN**

2. Damaged food up to \$500, or up to \$1,000 under the Prestige option

### **ADDITIONAL BENEFITS APPLICABLE TO SECTION 1 B) CARAVAN ONLY**

3. Caravan Total Loss – Contents transport
4. Tools and spare parts
5. Emergency repairs
6. Removal and storage
7. Temporary accommodation costs (with higher limits under the Prestige Option)
8. Returning Your Caravan to You
9. Returning Your Caravan to Your Home
10. Unexpired registration
11. Removal of debris
12. Purchase of a Caravan Replacement
13. Flyovers
14. Your liability under maritime law

### **ADDITIONAL BENEFITS APPLICABLE TO SECTION 1 B) CARAVAN ONLY WITH PRESTIGE OPTION ONLY (IN ADDITION TO BENEFITS ABOVE)**

15. Emergency pet cover
16. Repatriation cover
17. Theft of mobile phones
18. Off road excess waiver
19. Loan balance assistance
20. Excess waiver for accident Damage only to Rims or Tyres

Please refer to the Additional Benefits table in Section 1 for the terms and details of the additional benefits that may be available.

All of the limitations, exclusions, terms and conditions and Excess(es) of the Policy apply to the additional benefits, unless expressly stated otherwise.

## SECTION 2 – LIABILITY

Subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy, cover for Your legal liability (and in some cases Your Relative(s)' legal liability) to pay compensation in respect of certain events specified in the relevant parts of Section 2, provided that the accident giving rise to liability:

- occurs in Australia and during the Period of Insurance;
- was not expected or intended to give rise to such legal liability;
- meets other terms and conditions as detailed in the relevant part of Section 2.

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## SECTION 3 – OPTIONAL ALTERATIONS TO COVER

You may also be able to extend, limit or alter cover under the Policy by selecting an optional alteration to cover. These include:

1. Permanent on-site caravans
2. Hire out cover
3. Road, rail and sea transport
4. Lay up cover

All of the terms, conditions, limitations, exclusions and Excess(es) of the Policy apply to these covers, unless expressly stated otherwise. See pages 31-33 for more details.

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## SUM INSURED

Where We cover You for Loss of or Damage to Your Caravan We agree to cover Your Caravan up to a certain maximum amount. There are two options that may be available to You depending on Your circumstances:

### 1. AGREED VALUE: CARAVANS UPTO 2 YEARS OF AGE

When You have purchased a brand new Caravan through a dealership when You purchase or renew Your insurance in the 2 calendar years from the date You purchased Your Caravan We will agree to insure Your Caravan for the purchase price paid. However we will only insure Your Caravan for its purchase price during the 2 year period from the date of purchase. After You have owned Your Caravan for 2 years the Policy will insure Your Caravan for its Market Value.

At any time after purchasing this insurance, including at any time when Your Policy insures Your Caravan for its Market Value, You can contact Us and request that Your Caravan be insured for an Agreed Value in which case You must provide Us with details of Your requested Sum Insured and We will inform You of the sum we will agree to insure Your Caravan for, and the additional premium, if any We will require. If You do not insure Your Caravan for an Agreed Value Your Policy will insure Your Caravan for its Market Value.

The purchase price and date of purchase of Your Caravan must be advised to Us at the time of entering into the Policy. For Prestige Cover we will hold the purchase price for 3 Years.

## 2. AGREED VALUE: CARAVAN OVER 2 YEARS OF AGE

Where Your Caravan is older than 2 years of age, when You purchase or renew Your insurance:

- if You have owned the Caravan for less than 2 years, We will insure Your Caravan for the purchase price paid by You whilst You have owned the Caravan for less than 2 years and thereafter at the value we have agreed at the start of Your Policy or at any subsequent time to be the Agreed Value. Your purchase price of the Caravan will be the Agreed Value of the Caravan until it has been owned by You for 2 years and thereafter the Agreed Value shown in Your Certificate of Insurance or endorsement to the Policy and where no amount is shown for the Agreed Value, the Market Value will be the Agreed Value. The purchase price and date of purchase must be advised at the time of entering into the Policy.
- If You have owned the Caravan for more than 2 years, the amount We agree with You to be the Agreed Value which will be shown on Your Certificate of Insurance.

If We cannot agree on the Sum Insured value with You, the Policy We will insure Your Caravan for its Market Value.

At the end of 2 calendar years from the date You purchased Your Caravan, the Policy will insure Your Caravan for it's Market Value.

You can contact Us at any time and request that Your Caravan be insured for an Agreed Value in which case You must provide Us with details of Your requested Sum Insured and We will inform You of the sum we will agree to insure Your Caravan for, and any additional premium We will require. Where You do not insure Your Caravan for an Agreed Value Your Policy will operate on a Market Value basis and Your Caravan will be insured for its Market Value.

The above does not apply to Prestige cover, where we will hold the Agreed Value for 3 Years.

## 3. MARKET VALUE

If We cannot agree on a specified Agreed Value Sum Insured with You We will insure the Caravan on a Market Value basis. We will then pay up to the Market Value (i.e. the cost to replace Your Caravan with a similar item of the same age and condition) of the Caravan assessed at the time of the event giving rise to the Loss, or the Sum Insured shown on Your Certificate of Insurance, whichever is the lesser.

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## CARAVAN TOTAL LOSS

If Your Caravan is a Total Loss, we will at our option replace Your Caravan, pay You the reasonable cost of replacing Your Caravan (less any depreciation and/or contribution that may apply) or pay You the Sum Insured. Replacement is subject to conditions, including that a Total Loss occurs within 2 years, or 3 years if Your Policy includes the Prestige option, of the purchase date as a new or demonstrator caravan. Please see pages 22-23 for more details.

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## FLOOD, CYCLONE, BUSHFIRE AND GRASSFIRE EXCLUSION – NEW POLICIES

We do not cover You for any Loss caused by Flood, a Cyclone, bushfire or grassfire occurring within 72 hours of Your Policy's first inception date (excludes renewals), unless Your Policy commenced on the day You bought Your Caravan or immediately after another policy covering the same caravan expired (not by cancellation) with no break in cover in between.



## 3. Applying For Cover

When You apply for this insurance, We will use and rely on the information supplied by You to decide the terms of cover We will provide. If You are not eligible for cover under this insurance, then You can see if there are alternative options by contacting either the National Insurance Brokers Association or the Insurance Council of Australia. If You are not happy with Our reasons as to why You are not eligible for cover, You can lodge a complaint with Us by following the complaints procedure outlined in this PDS.

## 4. About Your Premium

The premium is the amount You agree to pay Us for the Policy.

The premium includes any administration fees, as well as any stamp duty, GST, fire or emergency services levy and any other government charges, taxes or levies We are responsible for.

Information on these amounts will be shown on the Schedule.

When You apply We will advise You of the premium amount, when it is due and how it can be paid. If We agree to issue the Policy We will confirm the amount on the Schedule.

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### HOW DO WE CALCULATE PREMIUMS?

In addition to the Sum Insured of Your Caravan, We also use other factors about You and Your Caravan to work out Your premium.

These are called premium factors, and they include:

- limits and Excesses that will apply and whether You add the Prestige option;
- Your insurance and claims history; and
- the age of Your Caravan.

The premium factors We use reflect the likelihood of You making a claim together with other factors related to Our cost of doing business.

Each time You renew the Policy Your premium is likely to change, even if Your personal circumstances have not changed. This is because premiums are affected by other things such as Our expenses of doing business and changes in Our claims experience.

In addition to the factors We use to calculate Your premium, the discounts You may qualify for also affect Your premium. Your premium includes any discounts You qualify for. Discounts are applied before adding applicable government taxes and charges. Minimum premiums may apply which could reduce any entitlement You may have to any discount.

## PAYING YOUR PREMIUM

You must pay the premium in full by the due date. If We do not receive Your premium by this date or Your payment is dishonoured, We may be entitled to reduce or refuse to pay a claim and/or cancel the Policy, in accordance with the law. We may also reduce the amount We pay by the amount of outstanding premium.

## 5. Excesses

An Excess is the amount You need to pay or bear towards a claim under the Policy. The Excess(es) applicable to Your cover will be shown in the Schedule. There is a basic Excess which applies to all claims under the Policy (other than claims for certain additional benefits only) and other Excesses (as may be applicable to Your Policy) set out on pages 37-38.

## 6. Your Duty to Take Reasonable Care Not to Make a Misrepresentation

This is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).

Under the Insurance Contracts Act 1984 (Cth) You have a duty to take reasonable care not to make a misrepresentation to Us. This duty applies when You enter into, renew, extend or vary this contract of insurance.

Before You enter into, renew, extend or vary this contract of insurance We will ask You questions that are relevant to Our decision to insure You and on what terms. When You answer the questions You must not give a false or misleading account of matters. Your response should tell Us everything that You know about the question. Your response is relevant to whether We offer You insurance and the terms that are offered.

It is important You understand You are answering Our questions in this way for yourself and anyone else that You want to be covered by the contract.

A misrepresentation made fraudulently is made in breach of the duty to take reasonable care not to make a misrepresentation.

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## CONSEQUENCES OF FAILURE TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

If You do not take reasonable care not to make a misrepresentation to Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to take reasonable care not to make a misrepresentation to Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## CIRCUMSTANCES RELEVANT TO YOUR DUTY

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined with regard to all the relevant circumstances.

If We know, or ought to know about Your particular characteristics or circumstances, these characteristics or circumstances are taken into account in determining whether You have taken reasonable care not to make a misrepresentation to Us.

Under the Insurance Contracts Act 1984 (Cth) the following matters may be taken into account in determining whether You have taken reasonable care not to make a misrepresentation:

- (a) the type of consumer insurance contract in question, and its target market;
- (b) explanatory material or publicity produced or authorised by Us;
- (c) how clear, and how specific, the questions We asked were;
- (d) how clearly We communicated to You the importance of answering those questions and the possible consequences of failing to do so;
- (e) whether or not an agent/insurance broker was acting for You;
- (f) whether the contract was a new contract or was being renewed, extended, varied or reinstated.

You are not to be taken to have made a misrepresentation merely because You:

- (g) failed to answer a question; or
- (h) gave an obviously incomplete or irrelevant answer to a question.

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## ALTERATION OF RISK

You must tell Us as soon as possible if circumstances, changes or alterations occur or are intended or made which may increase Our risk under the Policy, including (but not limited to) the risk of Loss or legal liability, and details of any:

- conversion or modification to Your Caravan made by someone other than the manufacturer; or
- change in the use of Your Caravan.

If We agree to the change, We will do so in writing and You must pay Us any additional premium We may require.

## 7. More Than One Named Insured

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of the other person(s) insured under the Policy.

This includes policies where We insure Your Caravan in the name of more than one person, in which case each person is a joint policyholder and is able to make changes to the Policy that We agree to. In the case of joint policy holders, We will treat a statement, act, omission, claim or request to alter or cancel Your Policy made by one as coming from all of those named as insured.

## 8. Making A Claim

We understand that it can be very stressful if You need to make a claim. Our claims team will be there to help You with advice and assistance when You need it most. NM Insurance has been appointed by your Insurer to administer and settle claims within the binder authority. NM Insurance handling of Your Claim will be in accordance with the requirements set out under the General Insurance Code of Practice (see below). You should contact Us to make a claim.

## 9. General Insurance Code Of Practice

The insurer is a signatory to the General Insurance Code of Practice (the Code) and NM Insurance also proudly supports the Code.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

Further information about the Code and Your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or by contacting Us.

## 10. How We Resolve Your Complaints

If You have a complaint about an insurance product We have issued or service You have received from Us, please contact Us or Your intermediary to initiate Your complaint with Us. If You are unable to contact Your intermediary, You can contact Us directly on 1300 996 110. We will acknowledge receipt of Your complaint within 24 hours or as soon as practicable.

If You are not satisfied with Our initial response, You may access Our internal dispute resolution process. Please refer to Our website for details of Our internal dispute resolution process.

We expect that Our internal dispute resolution process will deal fairly and promptly with Your complaint, however, You may take Your complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Free call: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

## 11. Additional Important Information

This statement is designed to assist You in deciding whether to use any of the services set out in this PDS.

It provides You with information about the financial services that may be provided and contains information about remuneration that may be paid to NM Insurance, its authorised representatives and other relevant persons in relation to the services offered. For details about how complaints against Us can be dealt with, please see the PDS.

### DISTRIBUTION OF THIS INSURANCE

Pursuant to ASIC Corporations (Basic Deposit and General Insurance Product Distribution) Instrument 2015/682, certain persons, and other distributors including selected caravan dealers, have been authorised by NM Insurance as general insurance distributors to deal in this insurance on its behalf.

These persons are not authorised to provide any advice on this insurance and have no binding authority to enter into any policy or settle any claim or otherwise act on behalf of Us.

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### DISTRIBUTORS' REMUNERATION

Authorised representatives and distributors receive a commission whenever You enter into a Policy arranged by them (including renewals and some variations which increase the premium payable). The Association and Insurance Advisernet also receive a commission in these circumstances. The commission excludes GST and is a percentage of the insurer's base premium (i.e. premium excluding the amounts included by the Insurer in relation to applicable stamp duty, fire or emergency service levy, GST or any other government charges, taxes, fees or levies). The commission is included as part of Your premium.

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### HOW NM INSURANCE IS REMUNERATED FOR THE SERVICES PROVIDED

NM Insurance also receives a commission whenever You enter into a Policy (including renewals and some variations which increase the premium payable).

The insurer may also advance NM Insurance other money in the period to cover marketing and other costs and expenses which is agreed on a case by case basis.



For services in administering this insurance, NM Insurance may be paid a profit share amount in relation to all Let's Go Caravan Insurance policies entered into in each annual period. The amount NM Insurance can receive is a percentage of the net profit amount (if any) which is determined by the insurer and is based on the total premium excluding certain costs, expenses, fees and liabilities in relation to the policies (e.g. taxes and charges on the Policy, reinsurance costs, claims payments, commission paid and administrative costs) over a 12 month period.

If there is no net profit in the annual period, NM Insurance receives no profit share. Any profit share amount is paid 3 months after the annual period ends.

NM Insurance will also charge You a fee, which varies depending on the dealing service it provides You with. The fee is paid in addition to the premium and is specified in the Schedule.

NM Insurance's staff receives an annual salary that may include bonuses based on performance criteria (which can include sales performance) and the achievement of company goals.

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## REMUNERATION PAYABLE TO REFERRERS

NM Insurance will in some cases pay a pre-agreed fee and/or a commission which is a percentage of the premium, to persons who refer You to it if You buy the insurance.

The amount paid will depend on the person who refers You and their level of involvement in the transaction.

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## FURTHER INFORMATION ABOUT REMUNERATION

If You would like more details about the remuneration (including commission) or other benefits NM Insurance, its distributors or referrers receive, please ask for it within a reasonable time after You receive this document and before We (or anyone else identified in the PDS or this statement) provide any financial service to You.

This statement is provided by:

NM Insurance Pty Limited

ABN 34 100 633 038 AFSL 227186

Address: Level 7, 99 Walker Street North Sydney NSW 2060

Phone: 02 8287 3790

Email: [customerservice@nminsurance.com.au](mailto:customerservice@nminsurance.com.au)

Website: [www.letsocaravaninsurance.com.au](http://www.letsocaravaninsurance.com.au)

You may give Us instructions by using the contact details set out above.

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## UPDATING THIS PDS

We may need to update the information contained in this PDS from time to time. We will issue You with a supplementary PDS or a new PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy or renew the insurance We may issue You with notice of this information in other forms or keep an internal record of such changes. You can obtain a free paper copy of any updated information by calling Us on 1300 153 638 or email [customerservice@letsocaravaninsurance.com.au](mailto:customerservice@letsocaravaninsurance.com.au)

## 12. Privacy Notice

ZAIL and NM Insurance are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) (the “Act”) and the Australian Privacy Principles (APPs).

In this section dealing with Privacy, “We”, “Our” and “Us” refers to both ZAIL and NM Insurance.

Further information about Our Privacy Policies is available at:

- for NM Insurance at: [www.nminsurace.com.au](http://www.nminsurace.com.au) or by contacting NM Insurance at [customerservice@nminsurace.com.au](mailto:customerservice@nminsurace.com.au) or on 1300 376 959.

This Privacy Statement outlines why, how We collect, disclose and handle Your personal information (including sensitive information) as defined in the Act about:

- You, if an individual; and
- other individuals You provide information about.

Zurich is bound by the Privacy Act 1988. We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about You (‘Your details’) to assess applications, administer policies, contact You, enhance Our products and services and manage claims (‘Purposes’). If You do not provide Your information, We may not be able to do those things. By providing Us, Our representatives or Your intermediary with information, You consent to Us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, affiliates of Zurich Insurance Group Ltd, insurers, reinsurers, Our banking gateway providers and credit card transactions processors, Our service providers, Our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving Us information about another person, please give them a copy of this document. Laws authorising or requiring Us to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Zurich’s Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning Us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. It also sets out how We handle complaints and how You can access or correct Your details or make a complaint.

## 13. Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, Zurich is subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government’s Financial Claims Scheme, (FCS) which is administered by APRA. The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria. Further information about the FCS can be obtained at [www.fcs.gov.au](http://www.fcs.gov.au)

## 14. No Claim Bonus

We may reward You with a no claim bonus discount on Your premium when You buy the Policy if You have not experienced a recent caravan claim. If You are entitled to a no claim bonus, We will tell You what Your discount is when You apply for the Policy.

A minimum premium applies to this insurance. This means that Your discounted premium, after taking into account Your no claim bonus, cannot be less than the minimum premium payable.

If You hold the Policy with Us for three consecutive years and make no claims, We will apply Our Maximum No Claim Bonus discount for all future renewals of the Policy with Us. The discount applies to premium only and does not apply to our administration fee or compulsory government charges, taxes or levies that are calculated by reference to the premium charged.

## 15. Electronic Communication

We prefer to communicate with You and send correspondence (including Policy documents) to You via email, and will do so unless You tell Us not to. We will consider any Policy documents We send to You electronically to have been received by You 24 hours after sending them.

You agree by entering into the Policy that We may use the email address provided by You for all communications. You are responsible for making sure You provide Us with Your correct email address and telling Us if it changes.

# 16. Policy Wording

## Section 1 – Loss

### THE COVER

Each section of cover and part thereof is subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy.

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### A) CONTENTS

We cover You for Loss to Your Contents occurring during the Period of Insurance which is caused by one or more of the Insured Events You are covered for which are set out in the table below, provided the Loss occurs when the Contents are in Your Caravan or Your Annexe (if insured under Your Policy).

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### B) CARAVAN

We cover You for Loss to Your Caravan occurring during the Period of Insurance which is caused by one or more of the Insured Events You are covered for which are set out in the table below.

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### C) ANNEXE (OPTIONAL COVER)

This cover will only apply if You have selected it, paid the applicable premium and it is shown as covered on Your Schedule.

We cover You for Loss to Your Annexe occurring during the Period of Insurance which is caused by one or more of the Insured Events You are covered for which are set out in the table below.

# Section 1 – Table Of Insured Events, Limits And Specific Exclusions

<b>INSURED EVENTS YOU ARE COVERED FOR</b>	<ul style="list-style-type: none"> <li>• accident;</li> <li>• fire;</li> <li>• Flood;</li> <li>• hail;</li> <li>• malicious Damage;</li> <li>• storm;</li> <li>• theft or attempted theft; and</li> </ul> <p>any other event that is not excluded under the Policy.</p>
<b>LIMITS OF COVER</b>	<p><b>A) CONTENTS</b></p> <p><b>Aggregate Limit</b></p> <p>The most We will pay in total for all claims for Loss to Contents occurring during the Period of Insurance is</p> <ul style="list-style-type: none"> <li>• \$2,000 or the Contents Sum Insured shown on Your Schedule, whichever is the higher; or</li> <li>• under the Prestige option, \$5,000 or the Contents Sum Insured shown on Your Schedule, whichever is the higher.</li> </ul> <p><b>Sub-limits</b></p> <p>We will not pay more than the below sub-limits for Loss to the following items in total for all claims in the Period of Insurance:</p> <ul style="list-style-type: none"> <li>• Bicycles – \$500</li> <li>• Fishing equipment – \$1,000</li> <li>• Binoculars – \$500</li> <li>• Photographic equipment (including cameras) – \$500</li> <li>• Any one individual Contents item not included in the above – \$500 per item</li> </ul> <p>Under the Prestige option, We will pay a maximum of \$1,000 per item in total for all claims in the Period of Insurance.</p> <p>If Optional Alteration to Cover 1. Permanent On-Site Caravans is shown on Your Schedule, Garden Shed(s) located on the site of the insured on-site caravan fall within the definition of Caravan. Cover for Garden Shed(s) is limited to \$500 in total for all claims during the Period of Insurance. See page 31 for more detail on Permanent On-Site Caravans. Each of the above sub limits is still subject to such amounts being available under the Aggregate limit stated above.</p> <p>If We agree to pay a claim(s) for the total Contents Sum Insured, Your cover under Section 1A) will end unless You ask Us to reinstate additional cover for Your Contents and pay an additional premium We require.</p> <p>Under the Prestige option, If We agree to pay a claim(s) for the total Contents Sum Insured, Your cover under Section 1A) for Contents will automatically be reinstated to the same amount shown on Your Certificate of Insurance during the Period of Insurance.</p> <p><b>B) CARAVAN</b></p> <p>We will not pay more than the applicable Sum Insured shown on Your Schedule for all claims for Loss to Your Caravan occurring during the Period of Insurance (unless We expressly state otherwise). For any other limits that may apply see 'Settlement of Claims' on pages 21-23.</p> <p><b>C) ANNEXE (OPTIONAL COVER)</b></p> <p>We will not pay any more than the applicable Sum Insured shown on Your Schedule for all claims for Loss to Your Annexe occurring during the Period of Insurance (unless we expressly state otherwise). For any other limits that may apply see 'Settlement of Claims' on pages 21-23.</p>



## **SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1 A) CONTENTS, B) CARAVAN AND C) ANNEXE (OPTIONAL COVER)**

You are not covered for:

1. repairs done prior to obtaining Our written consent to such repairs except, in the case of Section 1 B) Caravan, as provided for under additional benefit 5. Emergency Repairs – see page 25 for details;
  2. Loss that occurs because You cannot use Your Caravan (including any consequential Loss or any Loss of profit);
  3. any Loss:
    - a. caused when modifying, repairing, erecting or dismantling Your Annexe;
    - b. to Your Annexe or Contents kept in Your Annexe caused by a Cyclone, unless Your Annexe has a hard roof and Hard Walls;
    - c. caused by You failing to protect Your Caravan after it is Damaged in an accident, breaks down or is stolen and later found;
    - d. caused by an electrical fault in Your Caravan's wiring where it does not comply with the Standards Association Code for Electrical Installation in Caravans;
    - e. not caused by the Insured Event You are claiming for;
    - f. that is otherwise excluded under the Policy;
  4. malicious Damage, theft or attempted theft by a person who is in Your Caravan or Your Annexe with Your permission;
  5. Your Caravan, Annexe or Contents being misplaced or lost (unless stolen);
  6. Loss to Your Caravan, Annexe or Contents caused by animals of any kind that You own or are in Your possession, custody or control.
- 

## **FURTHER SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1 A) CONTENTS**

You are not covered for:

7. Loss caused by theft or attempted theft from Your Caravan or Annexe (or if applicable, Your Garden Shed) where there is no physical evidence of forcible or violent entry;
8. Loss caused by theft or attempted theft from Your Caravan (or if applicable, Your Garden Shed) that is not securely locked;
9. Loss caused by theft or attempted theft from Your Annexe that does not have hard walls and is not securely locked.'
10. Loss of Your Contents occurring when You have hired out Your Caravan for reward, regardless of whether You have chosen Optional Alteration to Cover 2. Hire Out Cover.

## FURTHER SPECIFIC EXCLUSIONS APPLICABLE TO B) CARAVAN AND C) ANNEXE (OPTIONAL COVER)

You are not covered for:

11. Loss caused by theft or attempted theft of:
  - a. Your Caravan Fixtures and Fittings where there is no physical evidence of forcible and violent entry or Your Caravan is not securely locked; or
  - b. Your Annexe if:
    - i. it is left unattended for 8 or more consecutive days anywhere other than a caravan park that has a resident manager; or
    - ii. it is not securely locked away whilst it is not erected;
12. if Optional Alteration to Cover 1. Permanent On-Site Caravans is shown on Your Schedule as selected – any Loss of Your Caravan caused by a Cyclone if Your Caravan is not securely anchored to the ground in compliance with any relevant ordinance or by-law in force at the time;
13. any consequential Loss or Loss of profit that occurs directly or indirectly as a result of a Loss;
14. any costs of fixing faulty repairs where the fixing of the faulty repairs is performed prior to the start date of the first Period of Insurance of the Policy;
15. tyre Damage caused by bursts, punctures, road cuts or the application of brakes;
16. Loss caused by tar flecks or stone chips or from the road;
17. Loss caused by wear and tear, gradual deterioration, or depreciation (including, but not limited to, any Loss caused by wear and tear to or deterioration of body or roof seals);
18. Loss caused by corrosion or rust;
19. Loss caused by gas, electronic, electrical, mechanical or structural, failure, breakdown or breakage;
20. Loss of Your Caravan caused by faulty repairs and workmanship (not expressly authorised by Us), manufacturing faults or faulty warranty repairs;
21. loss of use of or Damage to fuses or protective devices, heating elements or lighting elements;
22. any costs of repairing or replacing a defective or faulty part, appliance or product;
23. Loss of Your Caravan and/or Annexe occurring when You have hired out Your Caravan for reward unless Optional Alteration to Cover 2. Hire Out Cover is shown in Your Schedule as included; or
24. Loss caused by or consisting of any odour or residue that was caused by food spoilage.

# Section 1 – Settlement Of Claims

## A) CONTENTS

If We agree to pay a claim under A) Contents, We will at Our option:

- repair or replace the item of Contents. In doing so, We will try to match parts or material used in the original item, but reserve the right to use an equivalent/similar part or material if it is not practicable to do so; or
- pay You the lesser of:
  - the amount it would cost Us to repair or replace the item of Contents;
  - the applicable limit(s) of cover; or
- If the item of Contents:
  - is more than 5 years old; and
  - cannot be Economically Repaired, pay You the Depreciated Value.

Where the item of Contents being the subject of a valid claim is part of a set or collection, We will only pay in respect of, or replace that item, not the entire set.

If We pay the costs of replacing Your Contents, any Damaged or recovered Contents become Our property.

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## B) CARAVAN AND ANNEXE (OPTIONAL COVER)

### CLAIMS FOR PARTIAL LOSS

If We agree to pay a claim for Partial Loss of Your Caravan and/or Annexe, We will at Our option:

- repair Your Caravan or Annexe, or any part of thereof. Any parts used in the repair will be new or consistent with the age and condition of Your Caravan or Annexe (as relevant). In doing so, We will try to match materials used in the original, but reserve the right to use equivalent/similar materials if this is not possible and We will not pay for matching materials to achieve a uniform effect; or
- replace any part of Your Caravan or Annexe; or
- pay You the lesser of:
  - the amount it would cost Us to repair or replace Your Caravan or Annexe, or any part thereof according to the quote from the repairer You choose with any reasonable adjustments made by Our assessor for example (without limitation) to take into account the age and condition of Your Caravan or Annexe (as relevant) immediately prior to the Loss; or
  - the relevant Sum Insured of Your Caravan and/or Annexe.

A valid claim for Partial Loss of Your Caravan and/or Annexe does not reduce Your Sum Insured for any future claims.

Any repairs to Your Caravan or Annexe We arrange under a claim are guaranteed by Us against any defect due to workmanship or faulty material for the life of Your Caravan or Annexe provided You still own it.

We will not pay for any:

1. undamaged panel, sheeting, internal or external cladding which cannot be matched to the replacement material; or
2. repair or replacement that results in an improvement of Your Caravan or Annexe's condition from its condition immediately prior to the Loss. If this occurs, We may require You to contribute to the repair cost and in doing so will always explain why, tell You the cost amount and give You payment instructions.

## RESTRICTIONS ON REPLACEMENT

If We choose to replace parts, accessories or awnings and they are not readily available in Australia, We will at Our option pay:

- the last list price of these items in Australia; or
- the cost of similar comparable items, plus the reasonable cost of fitting.

Where an item the subject of a valid claim forms part of a set, We will only pay in respect of the replacement value of that item, not the entire set.

If We replace Your Caravan and/or Annexe, or make a payment for the costs of replacing Your Caravan and/or Annexe, that Caravan and/or Annexe becomes Our property.

## REPAIRER PROCEDURE

If We approve a claim for Partial Loss to Your Caravan and/or Annexe and We choose to repair it, You may obtain a repair quote from any licensed repairer. We reserve the right to request a second quote and/or move Your Caravan and/or Annexe to another repairer acceptable to both of Us.

Our assessor will review the quote(s) and We will authorise any repairs to Your Caravan and/or Annexe that are reasonably and necessarily required. You are not permitted to authorise the repair of Your Caravan and/or Annexe unless You obtain Our prior consent. A repairer We authorise may sub-contract some of the repairs if necessary e.g. if a specialised repairer is required to do the repairs.

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# CARAVAN TOTAL LOSS

If We agree to pay a claim for Total Loss of Your Caravan (including if We decide Your Caravan cannot be Economically Repaired) You may select either option a) Replacement or b) Sum Insured below (subject to the criteria and limitations stated below).

Either option is subject to any Excess(es) that may apply.

## A) REPLACEMENT

If Your Caravan was purchased new and insured under this Policy and is declared by Us to be a Total Loss Within 2 years (24 months) or 3 Years (36 Months) if Your Policy includes the Prestige option, from date of original registration We will replace your Caravan with another Caravan of the same make, model or series, subject to the following conditions:

- Insurance was taken out at the time the Caravan was purchased.
- Insurance has been consistently held up to the time of the incident/Loss.
- if it is financed, the financier agrees with your Caravan being replaced.

- The replacement Caravan must be locally available within 90 days of your Caravan being declared a Total Loss.
- If we do replace your Caravan we will also pay for registration, statutory insurance, dealer delivery fees, government stamp duty and the Goods and Services Tax.

Should you not wish to receive a replacement Caravan or agreement cannot be reached on a new Caravan we will pay you amount shown on your Policy schedule.

The cover under this benefit will end as soon as one of the following occurs:

- the Policy is cancelled.
- Your Caravan is no longer covered by the Policy.
- 36 months for Prestige Cover or otherwise 24 months for the standard Cover from the Caravans's original registration.
- Your Caravan has been sold.

## **B) SUM INSURED**

We will pay:

- any finance amount that You may owe on Your Caravan to a financier up to the applicable Sum Insured; and/or
- if there is any balance of the applicable Sum Insured following payment of the finance amount – pay that balance to You (or if Your Caravan is not financed, pay You the Sum Insured) less any applicable Excess(es).

## **CONSEQUENCES OF A CARAVAN TOTAL LOSS**

Your Policy ends when a claim arising from Caravan Total Loss is settled. You are not entitled to any premium refund and if any premium is outstanding we can reduce Your claim by this amount.

If We pay for a Total Loss of Your Caravan, Your Caravan or its wreck becomes Our property, however We will give You the first choice to buy it back at a price established by a salvage company or auction we both agree to.

If You do buy Your Caravan or its wreck back in accordance with this clause We will pay to move Your Caravan to Your Home or another place of Your choice, up to a maximum of \$1000.

## **ANNEXE TOTAL LOSS**

If We agree to pay a claim for Total Loss of Your Annexe We will pay either:

- If Your Annexe is 5 years old or less – up to the Sum Insured of Your Annexe, less any applicable Excess(es); or
- If Your Annexe is more than 5 years old – the current value of Your Annexe based on its age and condition at the time of Loss less any applicable Excess(es).

## **CONSEQUENCES OF AN ANNEXE TOTAL LOSS**

If We settle a claim for Total Loss of Your Annexe, any replacement annexe will not be covered under Your Policy unless We specifically agree to insure it and You pay Us any additional premium We require.

If We make a payment for the Total Loss of Your Annexe that Annexe becomes Our property.



## Section 1 – Table Of Additional Benefits

All of the limitations, exclusions, terms and conditions of the Policy apply to the additional benefits listed below, unless expressly stated otherwise.

<p><b>ADDITIONAL BENEFIT APPLICABLE TO:</b>  <b>A) CONTENTS,</b>  <b>B) CARAVAN;</b>  <b>AND C) ANNEXE</b>  <b>(OPTIONAL COVER)</b></p>	<p><b>1. MACHINE OR APPLIANCE MOTOR BURNOUT COVER</b></p> <p>If the motor of a household electrical machine or appliance that forms part of Your Contents, Caravan or Annexe is burnt out by an electric current while it is in Your Caravan or Annexe during the Period of Insurance:</p> <p>We will at Our option:</p> <ul style="list-style-type: none"> <li>• repair or replace the motor; or</li> <li>• pay You the Depreciated Value of the motor; or</li> <li>• pay You the amount it would cost Us to repair or replace the motor, provided</li> </ul> <p>We will not pay:</p> <ul style="list-style-type: none"> <li>• in respect of any motor that is more than 15 years old;</li> <li>• for Damage to any mechanical parts that occurred as a result of the motor burning out;</li> <li>• to replace lighting elements or heating elements, fuses or protective devices, contacts, starter switches or other parts where sparking or arcing occurs during their ordinary use; or</li> <li>• for hire costs for a replacement appliance or machine.</li> </ul>
<p><b>ADDITIONAL BENEFIT APPLICABLE TO</b>  <b>A) CONTENTS; AND</b>  <b>B) CARAVAN</b></p>	<p><b>2. DAMAGED FOOD</b></p> <p>If We agree to pay a claim for Loss of Your Contents or Caravan, We will pay up to \$500, or up to \$1,000 if Your Policy includes the Prestige option, in the aggregate for food that is Damaged by the same Insured Event and cannot be eaten, however We will not pay any amount in respect of food that cannot be eaten due to:</p> <ul style="list-style-type: none"> <li>• an act or omission by You or Your Relatives causing frozen or refrigerated food to spoil; or</li> <li>• a strike directly causing an interruption to electricity supply.</li> </ul> <p>No amount is payable in respect of any Loss or Damage to a refrigerator or freezer from any food spoilage.</p>

**ADDITIONAL  
BENEFITS  
APPLICABLE TO:  
B) CARAVAN ONLY**

**3. CARAVAN TOTAL LOSS – CONTENTS TRANSPORT**

If:

- We agree to settle a claim for Your Caravan's Total Loss; and
- Your Caravan is over 100 kilometres from Your Home when it becomes a Total Loss,

We will pay up to \$1000 in the aggregate to transport Your Contents to Your Home if You are unable to transport them Home Yourself.

Further, if We agree to pay a claim under Section 1 B) Caravan We will cover:

**4. TOOLS AND SPARE PARTS**

Loss to tools during the Period of Insurance supplied by the manufacturer of Your Caravan as original equipment and spare parts for Your Caravan provided they were in or on Your Caravan at the time of Loss of Your Caravan. We will pay up to \$250 in the aggregate for this additional benefit.

**5. EMERGENCY REPAIRS**

Emergency Repairs required to allow You to tow Your Caravan. We will pay up to \$1000 in the aggregate for all claims in the Period of Insurance or such other amount approved by Us prior to repairs being completed.

**6. REMOVAL AND STORAGE**

The reasonable costs to have Your Caravan removed and stored during the Period of Insurance when Your Caravan cannot be towed in the period between the relevant Loss and the time the claim for the relevant Loss is settled.

**7. TEMPORARY ACCOMMODATION COSTS**

The cost of Temporary Accommodation for You where the Loss occurs to Your Caravan when it is either:

- more than 100 kilometres from Your Home (in which case a limit of \$150 per day and \$1000 in the aggregate, or a limit of \$200 per day and \$1400 in the aggregate if Your Policy includes the Prestige option, for all claims in each Period of Insurance applies); or
- Your Usual Home (in which case a limit of \$150 per day and \$2000 in the aggregate, or \$200 per day and \$2400 in the aggregate if Your Policy includes the Prestige option, for all claims in each Period of Insurance applies), and it cannot be towed or is not fit to stay in.

We will not pay any costs for Temporary Accommodation after Your Caravan has been replaced or repaired.

**ADDITIONAL  
BENEFITS  
APPLICABLE TO:  
B) CARAVAN ONLY**

**8. RETURNING YOUR CARAVAN TO YOU**

At Our option, either:

- the payment of Your reasonable cost of travel to collect Your Caravan; or
- the delivery of Your Caravan to You after repairs have been completed,

where Your Caravan has been repaired over 100 kilometres from Your Home.

**9. RETURNING YOUR CARAVAN TO YOUR HOME**

The reasonable costs (up to \$5000 in the aggregate) of returning Your Caravan to Your Home if during the Period of Insurance:

- You are unable to drive the vehicle towing Your Caravan due to You suffering an illness or injury more than 100 kilometres from Your Home and You can provide a medical certificate stating that You were unable to drive the towing vehicle; or
- the vehicle towing Your Caravan is involved in an accident, more than 100 kilometres from Your Home, and cannot be driven.

**10. UNEXPIRED REGISTRATION**

The amount of the unexpired portion of registration You have paid on Your Caravan if it is a Total Loss, unless it can be recovered from the appropriate authorities.

**11. REMOVAL OF DEBRIS**

The reasonable costs incurred in the removal of debris which require removal because of an Insured Event the subject of a valid claim up to \$5,000 in total for any one Insured Event.

**12. PURCHASE OF A CARAVAN REPLACEMENT**

If You have sold Your Caravan and purchased a Caravan Replacement, cover under the Policy extends to the Caravan Replacement for 14 days from the date of its purchase, provided any claim in relation to it shall not exceed the purchase price of the Caravan Replacement or such lesser limit under the Policy that may apply. After this 14 day period, the Caravan Replacement is not covered unless You request and We agree to cover it and You pay any extra premium We require.

**13. FLYOVERS**

Loss to Your Flyover which:

- occurs during the Period of Insurance; and
- arose from the same Insured Event for which We agreed to pay Your claim under Section B) Caravan, up to a maximum of \$2000 for any one claim and all claims combined.

**14. YOUR LIABILITY UNDER MARITIME LAW**

We will pay up to a maximum of the Sum Insured amount of Your Caravan for Your liability under maritime law for:

- general average (i.e. if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship, the owners of the remaining cargo must contribute towards the Loss suffered by the other owners); and/or
- costs incurred in recovering a marooned or disabled ship, where such liability arises when You are travelling during the Period of Insurance with Your Caravan by sea between places within Australia.

**ADDITIONAL  
BENEFITS  
APPLICABLE TO:  
PRESTIGE OPTION  
ONLY**

**15. EMERGENCY PET COVER**

For Prestige option only, if Your pet animal is with You and first becomes sick or is injured when You are more than 100 kilometres from Your Home whilst using Your Caravan We will pay up to \$1,000 toward veterinarian fees. No excess applies to this benefit.

**16. REPATRIATION AND FUNERAL COST COVER**

For Prestige option only, if You suffer accidental death when using the Caravan and are more than 100 kilometres from Your Home We will pay the maximum benefit of \$2,000 towards repatriation and funeral costs.

**17. THEFT OF MOBILE PHONES**

For Prestige option only, We will cover You for Theft of your mobile phone if it is stolen from Your locked Caravan and there is evidence of forcible and violent entry into the locked Caravan up to a limit of \$500. A special excess of \$100 excess applies to this benefit.

**18. OFF ROAD EXCESS WAIVER**

For Prestige option only, no additional excess will be applied if loss to Your Caravan occurs whilst it is being driven on any dirt road, unsealed road or beach.

**19. LOAN BALANCE ASSISTANCE**

For Prestige option only, if during the Period of Insurance We accept a claim for a Total Loss to Your Caravan and an Interested Party receives a Total Loss Payout under Your policy, We will pay to the Interested Party any remaining balance due for Your Caravan under Your Loan up to a maximum \$2,500.

**20. EXCESS WAIVER FOR ACCIDENT DAMAGE TO RIMS OR TYRES**

For Prestige option only, If only the Rim(s) and/or Tyre(s) on Your Caravan are Damaged due to accidental collision or other impact which occurs suddenly and as a result the Tyre on the Rim cannot be inflated, We will waive the Excess which would otherwise apply for the Damage to the Rims or Tyres. We will only cover Rims and Tyres that fail to seal and cease to be in Roadworthy Condition, and We will only waive the Excess for a maximum of any 2 items, whether Rims or Tyres, up to a maximum benefit of \$1,000, in any Period of Insurance. No excess applies to this benefit.

## Section 2 – Liability

Each section of cover and part thereof is subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy.

### THE COVER

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#### A) LEGAL LIABILITY

If as a result of an accident, You are legally liable to pay compensation for:

- Loss to property owned and controlled by another person; or
- death of, or bodily injury to, another person,

We will pay a claim in respect of Your liability provided that the accident giving rise to liability:

- occurs in Australia and during the Period of Insurance;
- is caused by You owning, using or being in charge of Your Caravan; and
- was not expected or intended to give rise to such legal liability.

Cover under Section 2 A) Legal Liability is extended to apply to any person who is using Your Caravan with Your consent so that the provisions of this Section apply to them as if they were You. This does not increase the Limits of Cover under the policy.

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#### SPECIAL DEFINITION

In respect of this Section 2 A) only, Caravan includes Your Caravan's Annexe if shown as insured on Your Schedule.

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#### B) LIABILITY WHILST RESIDING

If as a result of an accident, You or Your Relative(s) are legally liable to pay compensation for:

- Loss to property owned by someone other than You or Your Relatives; or
- bodily injury to, or death of, someone other than You or Your Relatives,



We will pay a claim in respect of that liability provided that the accident giving rise to liability:

- occurs in Australia and during the Period of Insurance;
  - occurs whilst You or Your Relative (as relevant) is temporarily or permanently residing in Your Caravan; and
  - was not expected or intended to give rise to such legal liability.
- 

## LIMITS OF COVER

For cover under Section 2 A) Legal Liability and Section 2 B) Liability Whilst Residing, We will not pay more than \$20 million in total for all claims by all persons in the aggregate, inclusive of any costs (legal or otherwise) We agree to pay as part of any claim.

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## CONDITIONS

1. You can only claim under either Section 2 A) Legal Liability or Section 2 B) Liability Whilst Residing in respect of any liability arising out of the same accident, not both.
  2. When someone other than You makes a claim for Section 2 A) Legal liability or Section 2 B) Liability Whilst Residing they must observe the full terms and conditions of the Policy just as You have to, including (without limitation) Condition 1 above.
- 

## HOW WE SETTLE LIABILITY CLAIMS

If We agree You or any other person covered under 2 A) Legal liability or B) Liability Whilst Residing has a claim under Section 2 A) or Section 2 B) We have the right to:

- settle, or attempt to settle any claim;
- make or accept any offer or payment, or in any other way admit You, or any other person covered is liable;
- defend any claim on Your behalf or on behalf of any other person who makes a claim under this Section; or
- represent You or any other person who makes a claim under this Policy at an inquest, official enquiry or court proceedings.

You must:

- provide Us with a copy of any notice, letter, claim, writ or summons as soon as possible after You receive it, and notify Us immediately; and
- co-operate with Us in investigating, defending and settling Your claim.

## Section 2 – Table Of Exclusions

<p><b>SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2 A) LEGAL LIABILITY AND SECTION 2 B) LIABILITY WHILST RESIDING</b> (See also General Exclusions on page 34 which are applicable to all sections of cover)</p>	<p>We will not pay:</p> <ol style="list-style-type: none"> <li>1. in connection with any contractually assumed liability;</li> <li>2. for the death of or bodily injury to:             <ol style="list-style-type: none"> <li>a) You;</li> <li>b) any person covered by the Policy;</li> <li>c) any relative of, or any person who usually lives with, (a) or (b) above;</li> <li>d) the employees of (a) or (b) above if the accident that gives rise to the liability arises out of or in the course of their employment;</li> </ol> </li> <li>3. for any costs (legal or otherwise) incurred without Our prior written agreement;</li> <li>4. in connection with any liability arising from the actions of animals of any kind, other than Your domestic animals.</li> </ol>
<p><b>FURTHER EXCLUSIONS APPLICABLE TO SECTION 2 A) LEGAL LIABILITY</b> (See also General Exclusions on page 34 which are applicable to all sections of cover)</p>	<p>We will not pay:</p> <ol style="list-style-type: none"> <li>1. for:             <ol style="list-style-type: none"> <li>a) Loss to any property owned or controlled by You or the person who is legally liable, including Your Caravan;</li> <li>b) punitive, exemplary, multiple or aggravated Damages or any penalties or fines; or</li> <li>c) legal liability in connection with actions brought outside Australia or actions in a court or other judicial body that does not usually apply the laws of an Australian state or territory.</li> </ol> </li> <li>2. if You or any other person covered under Section 2 has accepted liability without first obtaining Our agreement;</li> <li>3. if at the time of the accident, or immediately before the accident Your Caravan was attached to a registered motor vehicle or an unregistered motor vehicle on a public roadway;</li> <li>4. where the legal liability is required to be insured by any law;</li> <li>5. if You have hired out Your Caravan for reward (unless Optional Alteration to Cover 2. Hire Out Cover is shown in Your Schedule as included).</li> </ol> <p>No cover is available under this Section 2 A) Legal Liability if We have agreed that You or any other person covered under Section 2 has a claim under Section 2 B) Liability Whilst Residing.</p>
<p><b>FURTHER EXCLUSIONS APPLICABLE TO B) LIABILITY WHILST RESIDING</b> (See also General Exclusions on page 34 which are applicable to all sections of cover)</p>	<p>We will not pay:</p> <ol style="list-style-type: none"> <li>1. for Loss to any property You or Your Relative, employer or Your employer's employees own or control;</li> <li>2. for any liability arising from:             <ol style="list-style-type: none"> <li>a) the ownership of buildings, structures or land;</li> <li>b) the ownership, custody, or use of any lift, aerial device or aircraft (other than toy kites or model aircraft), aircraft landing area, a Caravan (other than a surfboard, surf ski, canoe or sailboard) that is over 3 metres long or motorized watercraft over 10 horsepower; or</li> <li>c) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme;</li> </ol> </li> <li>3. for Loss or injury intentionally caused by You, Your Relative or a person acting with Your or Your Relative's consent;</li> <li>4. for liability incurred in connection with hiring Your Caravan for reward, regardless of whether You have chosen Optional Alteration to Cover 2. Hire Out Cover.</li> </ol> <p>No cover is available under this Section 2 B) Liability Whilst Residing if We have agreed that You or any other person covered under Section 2 has a claim under Section 2 A) Legal Liability.</p>

## Section 3 – Optional Alterations To Cover

The following cover(s) will only apply if You have selected that cover, paid the applicable premium and it is shown as covered on Your Schedule. All of the terms, conditions, limitations, exclusions and Excess(es) of the Policy apply to the covers listed below, unless expressly stated otherwise.

OPTIONAL COVER	THE COVER (WHETHER ADDITIONAL OR RESTRICTED)	SPECIFIC EXCLUSIONS (IN ADDITION TO THOSE CONTAINED ELSEWHERE IN THE POLICY)
<p><b>1. PERMANENT ON-SITE CARAVANS</b></p>	<p>If You select this option and it is shown on Your Schedule, cover under Sections 1 and 2 of the Policy is only available if Your Caravan and Annexe (if insured under the Policy) are at the location shown in Your Schedule when the Loss or the accident giving rise to legal liability occurs.</p> <p>If this Optional Alteration to Cover is selected and shown on Your Schedule, We will also:</p> <p><b>REMOVAL OF DEBRIS</b></p> <p>Pay for the reasonable costs of removing debris (up to a total of \$1000 in total in the Period of Insurance) from the location if We have paid a claim.</p> <p><b>GARDEN SHEDS</b></p> <p>Cover You for Loss to Your Garden Shed occurring during the Period of Insurance which is caused by one or more of the Insured Events You are covered for set out in Section 1.</p> <p>Cover for Garden Sheds is limited to a maximum of \$500 for any and all claims in the Period of Insurance, and is subject to the other terms, conditions, exclusions and Excess(es) of the Policy as though it were a claim under Section 1 B) Caravan.</p> <p>A claim for Loss to Your Garden Shed will not activate the additional benefits of Section 1.</p>	<p>We will not pay for any of the Additional Benefits listed in the table on pages 24-27 except for 7. Temporary Accommodation costs.</p>

<p><b>2. HIRE OUT COVER</b></p>	<p>If You select this option and it is shown on Your Schedule, We will pay a claim that would otherwise be covered under:</p> <ul style="list-style-type: none"> <li>• Section 1 B) Caravan and Section 1 C) Annexe (optional cover) (where such cover is taken out); and</li> <li>• Section 2 A) Legal liability, but only in respect of Your liability as the owner of Your Caravan as detailed in that section,</li> </ul> <p>if at the time of the Loss or the accident giving rise to legal liability You have hired out Your Caravan for reward.</p> <p>You have no cover under Sections 1 A) Contents and 2 B) Liability Whilst Residing of the Policy in respect of any claim where the relevant accident, insured event, Loss, Damage or liability giving rise to the claim arose when Your Caravan was hired out for reward.</p>	<p>We will not pay for:</p> <ol style="list-style-type: none"> <li>1. Theft of Your Caravan or Annexe by the person hiring it (the Lessee) unless:             <ol style="list-style-type: none"> <li>a) You have a written hire agreement signed by the Lessee which shows their name, address, and current driver's licence number and the registration number of the vehicle used for towing Your Caravan; and</li> <li>b) Your Caravan was hired out between a specific hire start and end date shown in the agreement;</li> <li>c) You took reasonable care to check the lessee's identification was true;</li> <li>d) You immediately reported the theft to the police; and</li> <li>e) You took all reasonable steps to locate Your Caravan and the lessee; and</li> <li>f) Your Caravan and the lessee cannot be found within 3 months of You reporting the theft to Us;</li> </ol> </li> <li>2. Theft of Fixtures and Fittings from Your Caravan unless Your entire Caravan is stolen in its entirety and We agree to pay a claim for it;</li> <li>3. Loss of Your Caravan caused by the malicious acts of someone who hires Your Caravan, or uses it with Your permission or the permission of the person hiring it;</li> <li>4. Any amount under additional benefit 4. Temporary Accommodation costs if the Hire Out Cover option is chosen and shown on Your Schedule; or</li> <li>5. Loss of Your Annexe if Your Annexe does not have Hard Walls and a hard roof.</li> </ol>
<p><b>3. ROAD, RAIL AND SEA TRANSPORT</b></p>	<p>If You select this option and it is shown on Your Schedule, We will pay for Loss of Your Caravan, Annexe (if covered) and/or Contents, while they are being transported by road (other than by being towed), rail or sea.</p>	<p>We will not pay for Loss caused by:</p> <ol style="list-style-type: none"> <li>1. Loading or unloading Your Caravan;</li> <li>2. Your Contents moving if they are not in secured cupboards or lockers of Your Caravan; or rubbing, vibrating, or scratching.</li> </ol>

<p><b>5. LAY UP COVER</b></p>	<p>If You take this option:</p> <ul style="list-style-type: none"> <li>• The cover under Section 1 A), B) and C) (if applicable) is restricted to Loss arising from accidental Damage, fire and theft occurring while Your Caravan and Annexe (if applicable) is within the gates, walls or fences of the location agreed and noted on Your Schedule as the Lay Up Address; and</li> <li>• There will be no cover under Section 2 of the Policy for any accident giving rise to liability which occurs during the period of time You have taken up this option.</li> </ul> <p>This restriction of cover gives You a discount per month (pro rata if necessary) or such other amount as notified by Us from time to time off Your base premium for the period it is specified as selected in Your Schedule, and only applies during the period specified on Your Schedule.</p> <p>This cover (and any associated discounts) does not apply and is not available if Your Caravan is Your Usual Home.</p>	<p>You are not covered for any Loss or accident giving rise to liability while Your Caravan or Annexe (as applicable) is outside the location agreed and noted on Your Schedule as Lay Up Address under any section of the Policy whilst Lay Up Cover applies, unless Your Caravan is being taken to or from a caravan dealership or repair facility for service or repair.</p>
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# General Exclusions

These exclusions apply to all sections of the Policy, in addition to any terms, conditions, exclusions and limits contained in a relevant specific section or elsewhere in the Policy.

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## WE DO NOT COVER YOU FOR:

1. any Loss, accident or liability:
  - occurring or incurred outside Australia;
  - incurred in connection with Your Caravan being used other than for Private Purposes (except to the extent Optional Alteration to Cover 2. Hire Out Cover applies if You have selected this cover and it is shown on Your Schedule. Note – this Optional Alteration to Cover does not provide cover under all sections. See page 32 for details);
  - intentionally caused by You or a person acting with Your consent;
  - occurring or incurred while Your Caravan or Annexe is being transported by road (other than by being towed), rail or sea, unless Optional Alteration to Cover 3. Road, Rail and Sea Transport is shown on Your Schedule as included.
2. any Loss caused by:
  - Flood, a Cyclone, bushfire or grassfire occurring within 72 hours of Your Policy's first inception date, unless Your Policy commenced on the day You bought Your Caravan or immediately after another policy covering the same caravan expired (not by cancellation) with no break in cover in between.
  - actions or movements of the sea, storm surge, tidal wave, a high tide or king tide.
3. any Loss caused by, involving or arising from:
  - inherent defect, wear and tear or lack of maintenance;
  - any person or organisation who lawfully destroys or takes possession of Your Caravan;
  - the action of tree roots;
  - property undergoing any process involving the application of heat;
  - any war, whether it has been formally declared or not, any hostilities, uprising, insurrection, revolt, rebellion, usurped power, revolution or coup d'état, or theft or confiscation of property as a result of any of these;
  - mildew or rot;
  - radio-activity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.
  - the presence of asbestos or other airborne contaminants;
  - insects, moths, termites, vermin, birds and bats.
4. any Loss, accident, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents which results from an act of terrorism.

## IN ADDITION, WE WILL REFUSE TO PAY A CLAIM UNDER THE POLICY IF:

1. Your Caravan is being towed:
    - a. while it is unregistered, or the towing vehicle is unregistered;
    - b. in contravention of any law;
    - c. by any person who:
      - i. has their faculties impaired by any drug and/or intoxicating liquor;
      - ii. has a blood alcohol level in excess of the legal limit prescribed by law in the place where the Loss or accident occurs;
      - iii. refuses to allow police to conduct a breath or blood test (for determining their blood alcohol content), or a random drug test; or
      - iv. refuses to accompany police to undergo a drug test, unless Your Caravan was stolen.
    - d. by any person who does not hold a current driver's licence that allows them to drive a vehicle for the purpose for which it is being used, or does not comply with all conditions imposed on their licence (unless Your Caravan was stolen);
    - e. while in an unroadworthy or unsafe condition, unless You can prove that:
      - i. that condition did not contribute to the Loss, accident or liability; or
      - ii. You could not reasonably have detected that condition;
  2. Your Caravan is being towed or used other than for Private Purposes unless You have selected the Optional Alteration to Cover Hire Out Cover and it is shown on Your Schedule (Note – this Optional Alteration to Cover does not provide cover under all sections. See page 32 for details);
  3. Your Caravan is used for an unlawful purpose by You or someone using Your Caravan with Your consent;
  4. Your Caravan is used to carry explosives, flammable substances or chemicals (other than for normal domestic purposes);
  5. Your Caravan has been converted or modified by someone other than the manufacturer (except where noted on Your Schedule);
  6. Your Caravan or the way it is loaded, interferes with the proper control of Your Caravan or the vehicle towing it.
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## SANCTIONS:

If, by virtue of any law or regulation which is applicable to an insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that insurer shall provide no coverage and have no liability whatsoever nor provide any defense to the Insured or make any payment of defense costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

# General Conditions

You must adhere to these general conditions or We may refuse to pay a claim or reduce the amount payable under any section of the Policy.

You must:

1. when applying for the Policy or making a claim:
  - a. be truthful;
  - b. give Us full and complete details and tell Us everything You should tell Us; and
  - c. in the case of applying for the Policy – comply with Your Duty to Take Reasonable Care Not to Make a Misrepresentation (see page 10);
2. at all times:
  - a. keep Your Caravan in good condition and ensure it is structurally sound, water tight and well maintained;
  - b. protect Your Caravan, Annexe and Contents against any initial or further Loss or Damage;
  - c. obey any laws or regulations safeguarding people or their property;
3. co-operate with enquiries and give assistance, especially where claims are under investigation, and provide Us with documents and information We may need to assist with Our decision in relation to a claim;
4. make a report to the police, as soon as possible, about:
  - a. any accident involving Your Caravan (if required by law to report it);
  - b. any theft or attempted theft; or
  - c. any malicious Damage;
5. not do any of the following without first obtaining Our consent:
  - a. settle, or attempt to settle any claim;
  - b. make or accept any offer or payment, or in any other way admit You are liable; and
  - c. defend any claim;
6. not agree not to seek compensation from a person who may be liable to compensate You; and
7. inform Us if there has been a change in the risk. When You do inform Us, You will only be covered if We agree in writing to cover the change under the Policy.



# Excesses Payable In The Event Of A Claim

Excesses are the amount You must first bear in relation to a claim – We will either deduct them from the amount We pay You or may require You to pay the amount to Us, a repairer or a supplier before settling Your claim. Multiple excesses can apply where applicable.

The Excesses applicable to the Policy and the circumstances when they apply are set out in the table below – You may have to bear more than one in relation to a claim. Please also see the additional benefits for any applicable excess waiver.

The amount of each Excess (if applicable) will be shown on Your Schedule.

EXCESS TYPE	WHEN IT APPLIES
<b>BASIC EXCESS</b>	Payable for each claim You make under any section of the Policy, unless otherwise stated.
<b>AGE EXCESS (16-20 YEAR OLD DRIVER)</b>	Payable if the person driving the vehicle at the time of the Loss is aged 16 to 20 years old, unless the claim is for: <ul style="list-style-type: none"> <li>• Loss caused by theft, attempted theft, malicious Damage, or Loss whilst parked;</li> <li>• Loss caused directly by hail, Flood, storm, and other natural disasters; or</li> <li>• A broken windscreen or window.</li> </ul>
<b>AGE EXCESS (21-24 YEAR OLD DRIVER)</b>	Payable if the person driving the vehicle at the time of the Loss is aged 21 to 24 years old, unless the claim is for: <ul style="list-style-type: none"> <li>• Loss caused by theft, attempted theft, malicious Damage, or Loss whilst parked;</li> <li>• Loss caused directly by hail, Flood, storm, and other natural disasters; or</li> <li>• A broken windscreen or window.</li> </ul>
<b>INEXPERIENCED DRIVER EXCESS</b>	Payable if the person driving the vehicle at the time of the Loss is over 25 years old but has been licensed to drive for less than 2 years, unless the claim is for: <ul style="list-style-type: none"> <li>• Loss caused by theft, attempted theft, malicious Damage or Loss whilst parked;</li> <li>• Loss caused directly by hail, Flood, storm, and other natural disasters; or</li> <li>• a broken windscreen or window.</li> </ul>
<b>OFF ROAD EXCESS</b>	Payable if Loss to Your Caravan occurs whilst being driven on any dirt road, unsealed road or beach. This excess does not apply where Your Policy includes the Prestige option.
<b>TRANSIT EXCESS</b>	Payable in addition to the basic Excess (if Optional Alteration to Cover 3. Road, Rail And Sea Transport is shown on Your Schedule) for any Loss to Your Caravan where it is being transported by road (other than by towing), rail or sea.
<b>HIRE OUT EXCESS</b>	Payable for every claim if Your Caravan is hired out for the use of another party (and Optional Alteration to Cover 2. Hire Out Cover is shown on Your Schedule).
<b>ADDITIONAL RISK EXCESS</b>	Payable for every claim if shown on Your Schedule. This additional Excess may be imposed based on driving history and/or claims experience.
<b>MOBILE PHONE THEFT EXCESS</b>	Payable under the Prestige option where the Theft of mobile phone additional benefit applies (in place of the Basic Excess).

## NO FAULT EXCESS WAIVER

We will waive Your requirement to pay any Excess if We consider that an accident You are claiming for is not Your fault, that is, if:

- You prove that another person was completely responsible, and can tell Us their name, current address and vehicle registration number; and
  - We agree that the other person was completely responsible.
- 

## GOODS AND SERVICES TAX (GST)

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant Sum Insured, Market Value or Agreed Value or maximum amount that We pay as these amounts specified are GST inclusive amounts. However, if You are or would be entitled to claim any input tax credit for the repair or replacement of the insured property or for other things covered, We will reduce any payment for a claim under the Policy by the amount of such input tax credit. You must advise Us of Your correct input tax credit percentage where You are registered for GST. You are liable to Us for any GST liability We incur arising from Your any incorrect advice concerning or omission to tell Us about, your GST registration or entitlement to input tax credits.

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## ASSIGNMENT

You must not assign the Policy, or any rights under the Policy, without Our prior written consent.

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## CURRENCY

All amounts shown are in Australian dollars. If costs are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the costs are incurred or the Loss is sustained, or the accident giving rise to liability occurs. All claims will be paid in Australian dollars.

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## OTHER INSURANCE

If You make a claim You must advise Us of any other insurance policies that may be available to pay or partially pay that claim.

If You are entitled to claim under another policy for the same event that can be claimed under the Policy, to the extent permitted by law, We may refuse to pay under this Policy to the extent You are covered under the other insurance.

## GOVERNING LAW AND JURISDICTION

The Policy is governed by the laws of Australia. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the Policy was issued.

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## SUBROGATION

We may exercise any rights of recovery held by You to the extent of any payment We make under the Policy.

You must not do anything which reduces, and must provide reasonable assistance to Us in pursuing, any such rights. Subrogation will be governed in accordance with section 67 of the Insurance Contracts Act 1984 (Cth).

In relation to any claim under the Policy, the You must not admit fault and must not offer or promise to pay any amount or become involved in litigation without Our approval.

## Claims Conditions

## WHAT TO DO IN THE EVENT OF AN ACCIDENT OR LOSS

Do not discuss responsibility – avoid any discussions with witnesses or anyone else involved in the accident about who was responsible.

### CONTACT THE POLICE

- immediately if:
  - there are injuries as a result of the accident, or
  - any driver involved is under the influence of alcohol or any drugs, or
- within 24 hours of the incident if there is any Loss involving malicious Damage, theft or attempted theft of Your Caravan, Annexe or Contents.

If You are in doubt, call the police.

We may require a written statement from the police confirming the report.

Obtain the other party/ies' details – You must give Us the following where another vehicle is involved:

- name, current address and driving licence number of the other driver(s),
- the registration number of the other vehicle, a general description of it along with a description of the Damage to their vehicle,
- details of any injuries, and
- the name(s) and address(s) of any witness(s).

Where other property suffers Loss, We will need You to supply the following details:

- name and postal address of the owner of the property that suffered Loss,
  - the address of the property that suffered Loss, along with a description of the Loss, and
  - the name(s), and address(s) of any witness(s).
- 

## CONTACT US

Contact Us as soon as possible after the accident or Loss on 1300 119 574 or email [claims@letsocaravaninsurance.com.au](mailto:claims@letsocaravaninsurance.com.au). We will explain Your next steps and may arrange to have Your Caravan removed and taken to the nearest repairer if it cannot be towed.

Any delay in notifying Us of an accident or Loss may prejudice Your claim.

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## DAMAGED OR STOLEN PROPERTY

You must retain any:

- Damaged property, or
- stolen and recovered property, and let Us inspect them if We need to.

In the event of a claim, We take over Your legal right to Damaged property and to recover the property insured.

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## EVIDENCE

When making a claim, You must provide Us (if We request) with evidence to reasonably substantiate value and ownership, or We may reduce or refuse Your claim. This may include:

- proof of purchase, including sales receipts, credit card or bank statements showing the purchase transaction details. The proof of purchase should include the item description or code, purchase price, date purchased and purchase location;
- professional valuations;
- service or maintenance records;
- model and serial numbers and original instruction booklets and owner's manuals;
- photographs that clearly depict the item being used or worn by You.

# 17. What Do Our Words Really Mean?

## DEFINITIONS

Words and phrases that are capitalised in the Policy have special meaning, as set out below.

### **Agreed Value**

Agreed Value means the amount(s) We agree to insure Your Caravan as shown on Your Schedule. If We have issued an Agreed Value Policy Your Schedule will show Agreed Value.

### **Annexe**

Annexe means the structure designed to be attached to a caravan for the purpose of providing additional accommodation, and which is noted in the Schedule. This includes the following if a Sum Insured is noted on Your Schedule for them:

- soft annexes and awnings; and
- hard annexes attached to a caravan permanently.

### **Caravan**

Caravan means the caravan shown in Your Schedule, including:

- any of its Fixtures and Fittings;
- standard equipment fitted by the original manufacturer for the particular make and model of caravan;
- any accessories or optional extras included in the Sum Insured; and
- gas cylinder(s).

Provided that the each of the following do not fall within the definition of caravan:

- an annexe;
- a Garden Shed;
- a converted bus;
- a motorhome;
- Flyovers;
- a motorised caravan;
- a horsefloat; or
- a semitrailer.

### **Caravan Replacement**

Caravan Replacement means a caravan You have bought to replace Your Caravan after You have sold it.

## Contents

Contents mean any of the following:

- bicycles;
- binoculars;
- clothing and personal belongings;
- fishing equipment;
- generators
- home appliances;
- personal computers and their equipment;
- photographic equipment (including cameras);
- removable carpets, furnishings and rugs;
- removable furniture;
- sports equipment;
- standard software; and provided:
- they are in Your Caravan or Annexe when the relevant Loss occurs; and
- You either own or are legally responsible for them; and
- they do not fall within any of the following categories of excluded Contents:
  - aircraft, aircraft equipment or drones;
  - animals of any kind;
  - Annexe(s);
  - antiques, curios, furs, collections of coins, medals, stamps, or other collectables;
  - bullion, money, credit cards or negotiable instruments;
  - Caravan(s);
  - data or custom written software of any kind;
  - diving equipment or accessories;
  - lawns, hedges, trees, shrubs, plants
  - mobile phones (except as covered under any Prestige option selected), satellite phones or CB radios;
  - motor vehicles, motorcycles, motorised scooters, trail bikes, mini bikes, trailers, or any of their equipment;
  - musical instruments
  - pictures or works of art;
  - precious metals and any items made of precious metals;
  - surfboards, skis, surf-skis, wind-surfers, surf-mats, other surfing equipment or accessories;
  - tents;
  - uncut gems and stones;
  - unlicensed or unregistered firearms; or
  - watercraft and watercraft equipment.

## **Cyclone**

Cyclone means cyclonic conditions for which the Bureau of Meteorology has issued a cyclone warning and given a name.

## **Damage/Damaged**

Damage/Damaged means any form of physical harm that occurs during the Period of Insurance, excluding any normal wear and tear or any Damage evident prior to this Policy being incepted.

## **Depreciated Value**

Depreciated Value means the amount it would cost Us to replace the relevant item less an amount for depreciation. We use an accounting process to work out how much to deduct for depreciation based on the age and condition of the item at the time of Loss.

## **Economically Repaired**

Economically Repaired means that it costs less to repair than to replace.

## **Emergency Repairs**

Emergency Repairs means repairs that are essential for You to be able to tow Your Caravan safely from the accident or Insured Event causing the Loss to Your Caravan, provided they are minor in nature.

## **Excess(es)**

Excess(es) mean the amount You need to pay or bear towards a claim under the Policy. You may need to pay more than one. We list any Excess(es) on Your Schedule (see pages 36-37 for more details).

## **Fixtures and Fittings**

Fixtures and Fittings mean any of the following that are built in to Your Caravan:

- refrigerators;
- floor coverings;
- furniture;
- stoves;
- air conditioning units;
- solar panels; and
- fixed awnings.

## **Flood**

Flood means the covering of normally dry land by water that has escaped or been released from the usual confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

## **Flyover**

Flyover means a free standing roof structure which is owned by You and is:

- demountable or moveable;
- not used principally or primarily as a place of residence, or for domestic purposes (being purposes related to the use of Your principal residence);
- permanently installed at the regular storage site of Your Caravan; and
- designed to provide protection for Your Caravan from the elements.

## **Garden Shed**

Garden Shed means a garden shed located on the site of Your insured on-site Caravan which is owned by You and is:

- demountable or moveable; and
- not used principally or primarily as a place of residence, or for domestic purposes (being purposes related to the use of Your principal residence).

## **GST**

GST has the the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## **Hard Walls**

Hard Walls means walls that are not made of canvas, vinyl or similar materials that are not hard.

## **Home**

Home means Your residential address shown on Your Schedule.

## **Input Tax Credit**

Input Tax Credit has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).



## **Insured Event**

Insured Event means an Event listed in Section 1.

## **Interested Party**

Interested Party means the credit provider or other party noted in the Schedule.

## **Loss**

Loss means the item/property is Damaged, stolen or destroyed. Loss does not mean the item/property is misplaced or lost.

## **Market Value**

Market Value means the value of an item of property determined by taking its replacement value and with allowance for depreciation at the time and place of physical Loss or Damage. Where Your insured item has no comparable of equivalent functionality and value with which it could be readily compared or replaced at the time of the assessment of Market Value, due to that insured item having become obsolete or only available with enhancements that were not present on the insured item, this shall be taken into account by Us when calculating the Market Value. If We have issued a Market Value Policy Your Schedule will show Market Value.

## **Partial Loss**

Partial Loss means any Loss which is not a Total Loss.

## **Period of Insurance**

Period of Insurance means the period specified in Your Schedule or such shorter period if the Policy ends earlier in accordance with its terms or the law.

Each renewal results in a new contract and new Period of Insurance.

## **Policy**

Policy means Our contract with You, including the Product Disclosure Statement (PDS), Schedule and any endorsement or other document that We agree with You forms part of the Policy.

## **Private Purposes**

Private Purposes means use for social, domestic or leisure purposes, but does not mean use for hire, or use in connection with a caravan hire business, the caravan trade or motor trade, or an occupation or business.

## **Relative**

Relative means Your parents, grandparents, spouse, de-facto spouse, children, grandchildren, brothers and sisters if they normally live with You.

## **Rim**

Rim means the rim of the wheel(s) (other than a spare wheel) attached to the Caravan at the commencement of the Period of Insurance. Rim excludes any other part of the wheel assembly, such as the wheel hub, brakes, bearings or axle.

## **Schedule**

Schedule means the relevant Schedule issued by Us for the Policy setting out details specific to You and other important information.

## **Sum Insured**

Sum Insured means for an Agreed Value Policy the Agreed Value sum(s) insured specified in the Schedule for any item(s). For a Market Value Policy it means the Market Value. In certain cases it is a sub limit that is stated to apply. This is the maximum amount We will pay in relation to the relevant item(s).

## **Temporary Accommodation**

Temporary Accommodation means accommodation You pay for a limited period of time with a professional accommodation provider or establishment, for example, a hotel, motel or holiday park.

## **Total Loss**

Total Loss means Your Caravan and/or Annexe (as relevant) is stolen and not recovered, or is Damaged or destroyed so badly that the amount it would cost to repair it exceeds the Sum Insured of Your Caravan and/or Annexe (as applicable) less the salvage value of the Caravan or Annexe or its wreck.

## **Total Loss Payout**

Total Loss Payout means a payout of the full Market Value or the purchase price (whichever is the lessor) in respect of the Total Loss of Your Caravan.

## **Tyre**

Tyre means any tyre that is attached to a Rim on Your Caravan (other than a Rim on a spare wheel).

## **Usual Home**

Usual Home means Your only home for at least six (6) consecutive months.

## **We, Us or Our**

We, Us or Our means NM Insurance Pty Ltd ABN 34 100 633 038, AFS Licence Number 227186 acting as an agent of the insurer under a binder agreement.

## **You or Your**

You or Your means the Insured named on Your Schedule.

# Our Obligations To You

## RENEWING THE POLICY

We will send You a renewal notice at least 14 days before the Policy expiry date advising if We are prepared to renew and if so, on what terms, and whether We will automatically renew the Policy or not.

If We do not offer to renew, the notice We send You will tell You this.

If We offer renewal You must comply with Your Duty to Take Reasonable Care Not to Make a Misrepresentation (see above) and tell Us if any information contained in the notice is incorrect or incomplete. If You do not We may reduce or refuse to pay a claim or cancel the renewed policy.

In particular (without limitation), please also check the Sums Insured and any applicable Excess(es) to ensure the levels of cover are appropriate for You.

If nothing needs to be disclosed and You are happy with the renewal offer You do not have to do anything as We will automatically renew on those terms and deduct/charge the new renewal premium via Your nominated payment method, unless You tell Us not to.

Should You not wish to take up the renewal offer You must contact Us prior to the renewal to advise Us.

This PDS also applies for any offer of renewal, unless We tell You otherwise.

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## CANCELLING YOUR INSURANCE

You can cancel the policy at any time by calling Us. We will explain the cancellation process to You.

We can cancel Your insurance to the extent permitted by law, for example if You do not comply with the Policy terms and conditions, fail to pay Your premium, make a fraudulent claim or if You did not comply with Your Duty to Take Reasonable Care Not to Make a Misrepresentation when You entered into the Policy. If We cancel the Policy We will send You a cancellation letter in accordance with section 59 of the Insurance Contracts Act 1984 (Cth).

We will refund any premium You have paid, less an amount that covers the period for which You were insured for, and any government or statutory government fees, taxes or duties We are unable to recover, and a cancellation fee unless there has been a Total Loss in which case there is no premium refund. If any refund is less than the cancellation fee, no refund will be made.

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## CONFIRMING TRANSACTIONS AND FURTHER INFORMATION

As a term of the Policy, You may contact Us in writing or by phone to confirm a transaction or require any further information about the insurance.



NM Insurance Pty Ltd

**ABN:** 34 100 633 038 **AFSL:** 227 186 **Ph:** 02 8287 3790

**Email:** customerservice@nminsurance.com.au **Address:** Level 7, 99 Walker St. North Sydney, NSW 2060

**www.nminsurance.com.au**

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