



This Product Disclosure Statement is issued by:
QBE Insurance (Australia) Limited
ABN 78 003 191 035 AFS Licence 239545

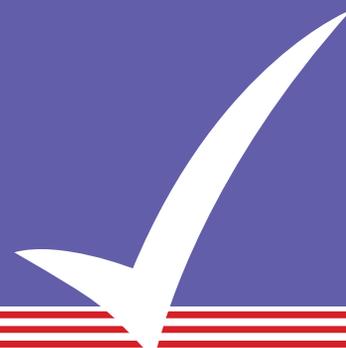
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Sydney NSW 2000
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MemberCare[®] Caravan Insure Policy

Product Disclosure Statement
incorporating the Policy Wording

QIM3047-03.13



MEMBERcare

Introduction & Welcome

We understand how important it is to be comfortable with your cover so we are glad you chose QBE to take care of your insurance. As the largest Australian owned general insurer and reinsurer, we have been taking care of the insurance needs of Australians since 1886. Safe, strong and secure, you can be confident you've made a great choice.

Inside, you will find the information you need to know about your Policy. We explain what your Policy covers, information about discounts and excesses and importantly, how to make a claim. Remember, whether you call us for a quote, or to report a claim, or to change your details, you can rely on our friendly team to help you.

Please take the time to read through this booklet and if you have any questions or need more information, call us on 1300 133 024 or the phone number at the top of your Policy Schedule.

Thank you for making QBE your first choice.

About P&N Bank

P&N Bank is a different kind of bank; a member-owned bank. Our main point of difference is that we are a mutual organisation, which means all profits we make are reinvested back into the business for the benefit of our members. This enables us to bring you friendly, personalised service with banking products designed to put your interests first, as well as lower fees and competitive rates.

As Western Australia's only locally owned and managed bank, we put our members first. We offer convenient banking access via internet, phone and mobile. We also have 17 branches located throughout WA and a network of over 3,500 ATMs Australia-wide.

To find out more, please contact us on 13 25 77, visit pnbank.com.au or drop into your local branch.

Police & Nurses Limited ABN 69 087 651 876 AFSL/Australian Credit Licence 240701 can issue, vary, renew and cancel this insurance policy under a "binder" provided by the Insurer. A "binder" is an agreement that allows P&N Bank, as an agent of the Insurer, to enter into contracts of insurance on behalf of the Insurer. This means that the insurance policy issued to you by P&N Bank is binding on the Insurer just as if it had issued the policy itself.

Product Disclosure Statement

This Product Disclosure Statement (PDS) which incorporates your Policy wording is designed to help you understand the Policy and to decide whether to purchase this insurance product. To assist with your decision we have divided this PDS into two (2) sections:

- The first section highlights important information about this insurance Policy including its significant features and benefits, the risks and some information about how the premium is calculated.
- The second section is the Policy wording and sets out all the terms, conditions and limitations of this insurance Policy.

It is important that you read both of these sections carefully before you apply for this insurance, to make sure you understand the insurance cover provided and the Policy's limitations.

For future reference, you should retain this PDS in a safe place.

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Section 1

Significant Policy Information

Who is the insurer of this Policy?

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFS Licence 239545 is the insurer of the Policy.

How you can contact us

You may contact us by phone or by writing to us at:

QBE Insurance (Australia) Limited
82 Pitt Street
Sydney NSW 2000

Policy enquiries: 13 25 77
Claims enquiries: 1300 660 727

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice.

The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

How to apply for this insurance

Before you apply for this insurance it is important that you read, understand and accept your duty of disclosure and our privacy promise. You can apply for this insurance by completing our application process that is administered by the Direct Insurance Network (DIN) located at your financial institution.

If we accept your application, you will receive a Policy Schedule that identifies the insured, the insurer, the period of insurance, the premium, the taxes and stamp duty paid in the premium, the cover(s) selected, the limits of liability, any excesses and other important information.

Duty of disclosure – What you must tell us

Under the *Insurance Contracts Act 1984* (Cth) (the Act), you have a duty of disclosure. The Act requires that before a Policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the Policy, and on what terms. Your duty of disclosure is different, depending on whether this is a new Policy or not.

New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **Who needs to tell us**

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

- **If you do not tell us**

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk,
- that is of common knowledge,
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

- **If you do not tell us**

If you do not comply with your duty of disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the *Privacy Act 1988* (Cth) (the Privacy Act), when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your Policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your Policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or email: compliance.manager@qbe.com.

Financial Claims Scheme

This Policy is a protected Policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA – www.apra.gov.au or 1300 55 88 49.

Significant features and benefits of this insurance

The following information lists some of the significant features and benefits available under our Policy. For full details of the features and benefits of this insurance cover you need to take the time to read the Policy wording.

Your Caravan insure cover:

- Cover for your caravan if accidentally damaged, burnt or stolen up to the sum insured or the market value of your caravan whichever is the lesser.
- Cover for your legal liability arising out of the use of your caravan for loss or damage to someone else's property up to the value of \$20 million.
- Cover for temporary emergency repairs, and transport costs.

Significant risks of this insurance

The following information lists some of the significant risks arising under your Policy. It is important that you take the time to carefully read the Policy wording in full before applying for this insurance. If you breach or do not comply with the terms of this Policy, subject to the *Insurance Contracts Act 1984*, we may refuse to pay your claim or reduce any payment.

Under-insurance

It is important that the value you select for your caravan reflects its true value. If you select a figure that is too low you may not be able to replace your caravan in the event of a total loss. If you select a figure that is too high you may be paying unnecessary additional premium.

Policy limits

Limits apply for some items. e.g. any one (1) contents item is limited to \$500. You can however advise us of items with higher values and they will be listed on the Policy Schedule.

Excesses

An excess is the amount you have to pay in the event of a claim under your Policy. You may be subject to one (1) or more excesses under this Policy. A full description of all the excesses that may apply can be found on pages 15–16 of the Policy wording. The actual excess amount you have to pay is displayed on your Policy Schedule.

Disclosure

You have disclosure obligations under this contract of insurance, which are set out on page 6 of this PDS. Failure to comply with these obligations can have serious consequences in terms of your insurance cover or in the event of a claim being made by you.

Payments

Through your financial institution, we offer you various ways in which you can pay for your premium. If you fail to pay the premium for this Policy, we have the right to cancel your Policy. See 'General conditions' on pages 26–28 for full details and consequences if you elect to pay by instalments.

Automatic renewal of Policy

If you choose to pay your premium by direct debit or credit card we will automatically renew your Policy on an ongoing basis, unless you tell us otherwise, on the terms of:

- a. the relevant Renewal Schedule sent by us to you at least fourteen (14) days before expiry of your current period of insurance; and
- b. this PDS or any other PDS we tell you replaces or amends this PDS.

We are authorised to debit your account to renew your Policy with the amount due and payable to us by you as described in the relevant Renewal Schedule.

You can choose to cancel the Policy or elect not to proceed with automatic renewal as at expiry by notifying us in writing or by calling us during normal office hours.

We can change terms offered on renewal or choose not to offer renewal by providing you with written notice at least fourteen (14) days before expiry of your Policy.

Standard cover

The terms of this insurance contract vary from the standard cover prescribed under the *Insurance Contracts Act 1984*.

General exclusions of this insurance

The insurance we offer to you under this Policy provides cover for certain events. There will be situations where this Policy provides no cover at all. Those situations are set out in the Policy wording. For full particulars of all these exclusions, you must take the time to read this in detail. The following information lists some of the general exclusions of this Policy:

- any amounts in excess of the lesser of the sum insured or the market value of your caravan;
- any intentional acts by you or your family or with your consent;
- a reduction in value due to wear and tear;
- if your caravan was being used for a purpose that was not an acceptable use;
- any rust or corrosion occurring to your caravan.

Taxation information about this insurance

We list all taxes and charges individually on all schedules (e.g. Stamp Duty, Goods and Services Tax). Details on how the Goods and Services Tax affects your claim is included in the Policy wording on page 27.

Confirmation facility

You may obtain confirmation of any policy transaction by calling 13 25 77 or emailing info@pnbank.com.au

How we price this insurance product

Our product pricing philosophy is based on a number of risk factors relating to the type of caravan, accessories, where your caravan will be kept and how it will be used. The premium we charge is subject to Commonwealth and State taxes and/or charges. These may include Stamp Duty, Fire Services Levy and the Goods and Services Tax. The premium charged together with the actual amount of these individual taxes and/or charges will be displayed in your Policy Schedule.

Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a complaints and dispute resolution procedure which undertakes to provide an answer to your complaint within fifteen (15) working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than fifteen (15) working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS office upon request.

Your Cooling-Off Period

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your financial services provider electronically or in writing within twenty one (21) days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights, however your financial services provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

Making a claim

Full details of what to do in the event of making a claim can be found on pages 29–30 in the Policy wording. Our contact details are on page 5.

It is important that you understand and follow our instructions on what to do in the event of making a claim. Failure to comply with these obligations can have serious consequences in the event of a claim being made by you, including us reducing the amount we pay you by an amount to take account of the prejudice we suffer by you not following our instructions.

Section 2

The Policy Wording

Our agreement with you

If we accept your application, we agree to provide you with the cover as set out in the Policy Schedule and the Policy wording during the period of insurance. In return you agree to pay us your premium which includes any relevant government charges.

Words that have special meanings

Some of the words that appear throughout the PDS have special meanings, which are set out below.

Acceptable use means the use of your caravan for social, domestic and pleasure purposes but does not include using your caravan:

- (a) for hire;
- (b) in connection with an occupation or business;
- (c) in connection with the caravan hire business, caravan trade or motor trade.

Agreed value means the amount specified in your Policy Schedule.

Annexe means a structure that attaches to your caravan.

Authorised user means a person you allow to use your property and either:

- (a) to whom you are related;
- (b) who you know personally.

Burglary means stealing following forcible or violent entry.

Excess means the amount you must pay towards the claim. The amount of any excess payable is shown in your Policy Schedule. The categories of excess that may apply are explained on pages 15–16 of the Policy wording.

Flood means the inundation of normally dry land by water overflowing from the normal borders of any lake, natural or man-made watercourse, canal, reservoir or dam.

Market value means the amount of money it would cost to replace your caravan in your local area. We take into account the condition of your caravan.

No claim bonus means a reward for those drivers with a good driving record. Your Policy Schedule reflects the level of no claim bonus you have achieved, and this directly affects the amount of premium that you have to pay us.

Period of insurance means the period stated as the period of insurance in the Policy Schedule.

Person insured means the person or persons named in the Policy Schedule as the insured.

Policy schedule means your most recent schedule. We give you your schedule when you first buy a policy from us, change any part of the Policy or renew any policy with us.

Policy wording means this Section 2 of the PDS which sets out details of your cover and the circumstances under which you will not be covered.

Specified contents means any item of your contents that has a value in excess of \$500 per item, set, or collection and is shown in your Policy Schedule as specified contents.

Sum insured means the amount specified in your Policy Schedule for the type of cover selected.

Theft means stealing without forcible or violent entry.

Total loss means your caravan has been stolen and not recovered or is damaged to such an extent that in our opinion it cannot be economically repaired.

We, our, us means QBE Insurance (Australia) Limited ABN 78 003 191 035 AFS Licence 239545 of 82 Pitt Street, Sydney, NSW 2000.

You, your, yourself means the person insured or any person who is an authorised user of your caravan.

Your caravan means the caravan, domestic trailer unit, detachable camping body or horse float described in your Policy Schedule. Your caravan includes:

- (a) fixtures, fittings and appliances that are permanently installed;
- (b) standard tools;
- (c) items that normally stay with a caravan when it is sold. This includes stoves, refrigerators, bottled gas equipment and fixed air conditioning.

Your contents means the property which belongs to you or for which you are legally responsible located in your caravan or annexe consisting of:

- (a) fixtures, fittings, appliances and electrical equipment that are not permanently installed;
- (b) sporting and camping equipment;
- (c) bedding and clothing;
- (d) utensils, crockery and food.

Your property means your caravan, annexe, your contents and specified contents.

No claim bonus

1. You will be eligible under your caravan Policy for our standard no claim bonus if you are eligible for a no claim bonus under a motor vehicle or caravan policy either insured with us or with another insurer.
2. If you have a no claim bonus, your no claim bonus will be protected at renewal in the event of claims during the period of insurance, including at fault claims.

Explanation of excesses

As explained in ‘Words that have special meanings’ on pages 13–14, excess means the amount you must pay towards the claim. The amount of any excess payable is shown in your Policy Schedule.

Depending on the circumstances of your claim you may be required or directed by us to either:

1. pay the excess to a repairer before you take delivery of your caravan;
2. have the excess deducted from any cash settlement paid by us to you;
3. pay the excess directly to us.

Which excess applies to your claim

There are four (4) types of excess:

1. Standard excess - we have priced this Policy on the basis that a standard excess will apply. This is the minimum excess that will apply, unless the Policy wording indicates otherwise.
2. Imposed excess - in addition to the standard excess, we may consider it necessary to impose an additional excess due to a higher degree of risk that may exist. If the imposed excess applies, the amount payable will be the total of the standard excess plus the imposed excess.
3. Cyclone excess - this will apply where loss or damage is caused by a named cyclone. If the cyclone excess applies, the amount payable will be the total of the standard excess, any imposed excess and the cyclone excess.
4. Hail excess - this will apply where loss or damage is caused by hail. If the hail excess applies, the amount payable will be the total of the standard excess, any imposed excess and the hail excess.

When a claim is paid for more than one (1) item of property, the excess will only apply once.

When will you not be required to pay an excess?

If your caravan is involved in an accident whilst being towed by a motor vehicle, is in transit or is on site and the accident is not your fault and if you can supply us with the name and current address of the person responsible for the accident, you will not be required to pay any excess. In all cases we will determine who was at fault in the accident.

Section 2A – Damage to your property

What we will pay for

If during the period of insurance your property is accidentally damaged, stolen or burnt we will pay for the loss or damage as follows:

1. if your caravan is a total loss we will pay you the lesser of the sum insured or the market value of your caravan;
2. if your caravan is not a total loss, we will at our option:
 - (a) repair or replace your caravan; or
 - (b) pay you the lesser of the sum insured or the market value of your caravan;
3. for your annexe and/or your contents, we will at our option:
 - (a) repair or replace your annexe and/or your contents; or
 - (b) pay you the agreed value on your annexe and/or your contents;
4. for your specified contents we will pay you the sum insured noted on your Policy Schedule. You must provide us with a copy of the valuation certificate for those items valued at more than \$1,000 that have a valuation/receipt date shown on your Policy Schedule for specified contents, when you make a claim for these items under your Policy. If you do not have a copy of the relevant valuation certificate(s) or the description, value or valuation date shown on the valuation certificate(s) differs from that displayed in your Policy Schedule, we may refuse to pay any claim in relation to these items.

Following settlement on a claim on a total loss basis your property becomes our property and we will keep the proceeds of any sale.

What we will not pay for

We will not pay for:

- (a) any amount in excess of the sum insured specified in your Policy Schedule;
- (b) events or circumstances detailed in Section 2D – ‘Exclusions’ on pages 23–25;
- (c) any amount in excess of \$500 for any one (1) item of your contents;
- (d) any loss where your caravan is being used by a person other than you or an authorised user.

Section 2B – Extra Benefits

What will pay for**1. Alternative accommodation.**

We will pay the costs of alternative accommodation that you incur after you have had a loss where you can claim under Section 2A. We will only pay if you, or the authorised user, are on vacation and the claimable loss or damage has rendered your caravan uninhabitable.

2. Sum insured reinstatement.

The agreed value, sum insured or any section of this Policy will be reinstated following loss or damage without payment of additional premium, unless you have suffered a total loss. All cover will cease in the event of a total loss and you will not be entitled to any premium refund.

3. Transport costs.

We will pay to have your property returned to your home if your caravan is damaged in an accident and cannot be used. We will pay this when the accident happened more than 100 kilometres from your home, and either:

- (a) the repairs to your property are completed in an area more than 100 kilometres from your home; or
- (b) your property is returned to your local area for repairs.

4. Electric motor burnout.

If an electric motor that is part of your caravan and/or your contents burns out, we will at our option repair, reinstate or replace it.

5. Burglary or theft.

We will pay for burglary or theft of your contents from inside your locked annexe.

6. Temporary emergency repairs.

We will reimburse the reasonable cost of temporary repairs so you can tow your caravan home following damage covered by your Policy.

7. Cover for your replacement caravan.

We will provide cover for your replacement caravan under this Policy up to a period of fourteen (14) days from the date that you sell or otherwise dispose of your caravan. You must advise us within the fourteen (14) day period that you have replaced your caravan. We will advise you at that time whether we wish to continue to provide cover for your replacement caravan. If we agree to provide cover, we will advise you of any change to the premium and/or the level of cover.

What we won't pay for**1. Alternative accommodation.**

We will not pay for any amount in excess of \$100 per day up to a maximum of five (5) days.

3. Transport costs.

We will not pay for any amount in excess of \$500 for any one (1) claim.

4. Electric motor burnout.

We will not pay for:

- (a) any amount in excess of \$1,000 for any one (1) claim;
- (b) any electric motor that is over ten (10) years old.

5. Burglary or theft.

We will not pay for burglary or theft from an unlocked annexe or an annexe made of canvas, vinyl or fabric.

6. Temporary emergency repairs.

We will not pay for any amount in excess of \$500 for any one (1) claim.

Section 2C – Legal liability

What we will pay for

1. We will indemnify you for your legal liability for damage to someone else's property directly caused by an accident involving your property.
2. We will indemnify you for your legal liability for bodily injury or death directly caused by an accident involving the use of your property.
3. We will pay legal fees incurred with our written consent in the defence of any legal actions brought against you in respect of which you are entitled to indemnity under your Policy.

What we will not pay for

We will not pay for:

- (a) any amount under this and any other policy we have issued to you covering legal liability in excess of the limit specified for legal liability in the Policy schedule (inclusive of legal costs and expenses) for any one occurrence arising out of one (1) event;
- (b) for your legal liability arising from or in connection with penalties, fines or awards of aggravated, punitive or exemplary damages;
- (c) any amount for your liability for death or bodily injury which is covered by, or is coverable by, any compulsory third party insurance required by law;
- (d) damage to property that belongs to, or that is in the control of:
 - (i) you or any member of your family who normally lives with you,
 - (ii) any other person who normally lives with you,
 - (iii) an authorised user or any member of the authorised user's family who normally lives with that authorised user,
 - (iv) any person you or an authorised user employ,

- (e) bodily injury or death to:
 - (i) you or any member of your family who normally lives with you,
 - (ii) any other person who normally lives with you,
 - (iii) an authorised user or any member of the authorised user's family who normally lives with that authorised user,
- (f) any disease that is transmitted by you or any member of your family who normally lives with you, or an authorised user;
- (g) your liability or your acceptance of liability arising out of any contract, unless liability would have attached in the absence of the contract;
- (h) if at the time of the accident your caravan was attached to:
 - (i) a registered motor vehicle,
 - (ii) an unregistered motor vehicle on a public roadway,
- (i) any claims in connection with the contamination or pollution of the land, air or water from your caravan or annexe;
- (j) liability for which you are required by law to be insured against, whether or not you have obtained cover, arising out of:
 - (i) the lawful use of your property,
 - (ii) goods falling from your caravan,
 - (iii) loading or unloading your caravan,
 - (iv) erecting or dismantling the annexe,
- (k) events or circumstances detailed in Section 2D – 'Exclusions' on pages 23–25.

Section 2D – Exclusions

These exclusions apply to all sections of this Policy.

You are not covered for loss, damage or liability arising from the following events:

1. flood,
2. the sea, high water, tidal wave or storm surge,
3. subsidence, erosion or landslide unless it happens immediately following an earthquake or explosion,
4. gradual deterioration, lack of maintenance, wear and tear, wet or dry rot, mildew, rising damp or seepage, rust or other forms of corrosion,
5. faulty design or workmanship or structural defects in your caravan or annexe,
6. vermin, rodents, insects or birds,
7. war, whether war be declared or not, hostilities or rebellion or war-like activities,
8. any act of terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purpose or reasons,
9. the lawful confiscation, destruction, detention or seizure of your caravan or annexe or your contents or any part of them,
10. the use of nuclear weapons or material or ionising radiation from or contamination by radioactivity from any nuclear fuel or waste or from the combustion of nuclear fuel,
11. tree lopping or felling, or tree roots,
12. mechanical, structural or electrical breakdown or failure,
13. your caravan being used with your knowledge either illegally or for a purpose that is not an acceptable use.

You are not covered for loss, damage or liability for the following:

1. loss of value of your caravan or annexe due to its age or condition,
2. canvas, vinyl or fabric annexes more than five years old,
3. loss or damage to, or theft or burglary of, your contents in the open air or whilst stored in an unlocked annexe or in a canvas, vinyl or fabric annexe,
4. the cost of reinstalling or replacing electronically stored files,
5. any equipment or machinery which is a computer, containing or comprising any computer technology (including a computer chip or control logic) that fails to perform or function in the precise manner for which it was designed or for any reason arising from the performance or functionality of such computer technology,
6. stock used for a business, trade or profession,
7. goods kept for sale, distribution, on display, exhibition or consignment,
8. the loss of intellectual property in, or sentimental value of, an item,
9. loss or damage that occurs outside Australia,
10. any intentional act by you, any person who normally resides with you, or a person who is acting with your consent or the consent of someone who normally resides with you,
11. your caravan or annexe while it is entrusted to another person for sale or while it is on consignment,
12. your caravan or annexe while undergoing repairs with a repairer,
13. the cost of fixing faulty repairs,
14. the cost of hiring a substitute caravan or annexe, other than the accommodation covered under this Policy (please refer to page 19 for further details),
15. tyre damage caused by road cuts, punctures, bursts or application of brakes,

Section 2D – Exclusions (cont.)

16. loss or damage if you do not secure your caravan after it breaks down, suffers accidental damage or is stolen and found,
17. loss or damage to any item of your contents that has a value in excess of \$500, unless such items are noted on your schedule as specified contents,
18. using your caravan, whilst it is in an unsafe, unroadworthy or damaged condition,
19. any amount in excess of the lesser of:
 - (a) the sum insured; or
 - (b) the market value; of your caravan,
20. loss or damage that occurred before you insured your caravan with us,
21. loss or damage resulting from loss of use of your caravan,
22. use of your property by anyone other than you or an authorised user.
23. You are not insured under any section of this policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Section 2E – General conditions

The following are important conditions you must comply with and apply to all sections of your Policy.

1. Legal representation.

We have the right at our discretion to represent or defend you or any person who may be entitled to cover under this Policy in respect of any legal liability as we see fit.

2. Taking precautions.

You must take all reasonable precautions to safeguard your caravan and your contents from loss or damage.

3. Cancelling this Policy.

You may cancel this Policy at any time by advising us in writing or by phone. We will refund to you the unexpired portion of the premium less any administration cost.

We may have the right to cancel your Policy if you have:

- (a) failed to comply with your duty of disclosure; or
- (b) failed to comply with a condition of the Policy; or
- (c) have made a fraudulent claim under this or any other policy of insurance; or
- (d) not paid the premium for this Policy.

We may only cancel this Policy under the provisions of the *Insurance Contracts Act*. We will provide you with written notice of the cancellation date, and will refund to you the unexpired portion of the premium from the date of the cancellation.

If a claim is settled on a total loss basis your Policy comes to an end and there is no refund of premium as the Policy has been paid out in full.

4. Paying by instalments.

If you are paying your premium by instalments:

- (a) if an instalment remains unpaid for a period of fourteen (14) days or longer, any claim arising from an event occurring after the due date of the instalment may be refused;
- (b) if an instalment remains unpaid for a period of one (1) month or longer, we will cancel this Policy from when the instalment was due for payment;
- (c) if a claim is settled on a total loss basis, any outstanding instalments will be deducted from the amount we pay you.

Section 2E – General conditions (cont.)

5. Notification of change of risk.

You must notify us in writing or by phone as soon as possible if, during the current period of insurance:

- (a) you change your address;
- (b) the use of your property changes;
- (c) the place or site where you keep your caravan changes;
- (d) you modify your caravan;
- (e) you sell or change your property;
- (f) you take out any other insurance that covers your property against the same or similar tasks;
- (g) there is any accident, fire, theft, burglary or attempted theft or burglary, or an act of vandalism occurs involving your caravan.

You must notify us in writing or by phone as soon as possible but no later than at renewal if, during the current period of insurance you or any other person covered by this Policy:

- (a) is convicted (whether recorded or not) of, or has any charges pending for arson, theft, fraud or any other criminal offence;
- (b) has any insurance refused or cancelled, any claim rejected, or any special conditions imposed (unless you tell us about these beforehand and we agree in writing to cover you).

We may charge extra premium, add special conditions or cancel your Policy if any of these changes occur.

6. Goods and Services Tax (GST).

If you make a claim under this Policy and a payment is to be made by us which results in an acquisition of goods or services or some other supply, whether or not the acquisition is made, we will reduce any payment to be made by the amount of any input tax credit to which you would or will be entitled if you were to purchase replacement goods or services.

If you make any claim under this Policy, you must inform us of any entitlement you may have to claim an input tax credit for the GST amount charged on your Policy, and the proportion of the GST that you can claim as an input tax credit.

If you make a claim under this Policy where a payment is to be made by us and instead of making a payment for the acquisition of goods, services or other supply, we make a payment as compensation, we will reduce the amount of any payment by an amount equal to any input tax credit to which you would or will be entitled as if the payment had been made to acquire any such goods, services or other supply.

7. Breach of policy.

If you are in breach of or do not comply with the terms of your Policy, subject to the *Insurance Contracts Act*, we may refuse to pay your claim, in whole or in part.

8. Persons bound.

Any person who may be entitled to make a claim under your Policy, including any authorised user, is bound by these terms and conditions. Any statement, act, omission or claim by any of you is a statement, act, omission or claim by all of you. We shall be entitled to raise against any of you and against any other entity entitled to make a claim under this Policy any defence available against any of you.

9. Right of recovery (Subrogation).

We have the right, subject to the *Insurance Contracts Act*, to instigate recovery proceedings in your name against any person who we believe is responsible for the loss and damage to your property, and you must give us any information and help that we may reasonably require.

We will include any excess you have paid in this recovery action, but your excess will not be refunded to you until we have recovered the full amount of the claim plus any costs we incur in the recovery action.

Section 2F – What to do in the event of a claim

The following applies to all sections of your Policy:

1. Do not admit liability.

Whatever the circumstances you may encounter, you, the person using your caravan, or any person who may be entitled to make a claim under your Policy must not:

- (a) make any admissions;
- (b) offer to negotiate to settle or pay a claim; or
- (c) admit liability.

2. Prevent further damage.

You must take all reasonable steps to reduce the loss or damage, and to prevent further loss or damage.

3. Authorising repairs.

Other than temporary emergency repairs detailed on page 19 you cannot undertake or authorise repairs without our prior written consent.

4. Contact the Police.

You must inform the Police as soon as possible following discovery of burglary, theft or malicious damage or any other crime to your caravan.

5. Notification of an incident.

You must advise us as soon as possible of an incident that may give rise to a claim under this Policy.

6. Co-operation and retention of evidence.

You, any authorised user or any person who may be entitled to make a claim under your Policy must:

- (a) furnish us with all information and assistance we request in relation to the claim;
- (b) retain any evidence of any loss or damage to your property including receipts and make this evidence available to our representative for inspection.

7. Quotes and inspections.

You will need to obtain at least one (1) quotation from a repairer nominated by us. We will in most instances need to inspect your caravan before repairs can be authorised.

8. Do not move your damaged caravan.

You must not move your caravan after it is damaged before necessary repairs have been carried out, unless we have given you permission to do so. We are not liable for any further damage if you move your caravan without permission.

End of Policy Wording

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