



# RECREATIONAL VEHICLE INSURANCE

PRODUCT DISCLOSURE STATEMENT

Effective 26 April 2018



This Product Disclosure Statement (PDS) was first issued on 26 April 2018. It sets out IMPORTANT INFORMATION about our Recreational Vehicle Insurance to assist you in deciding whether this product is right for you. The IMPORTANT INFORMATION section summarises the significant features of the product including the key benefits, risks, limitations and exclusions. It also describes your rights and obligations. The YOUR COVER section details what is covered by this insurance, what is not covered, how to make a claim and other significant terms of the insurance.

You should read this PDS carefully in full. Any advice contained in this PDS is general only and does not take into account your individual circumstances. Please feel free to contact your broker or us if you have any questions that require clarification. If necessary you should seek separate professional advice.

If you purchase our Recreational Vehicle Insurance this PDS will also form part of your policy and should be read together with any other documentation we provide you, such as your Insurance Certificate. We recommend you keep all documents you receive from us in a safe place for future reference.

Carvan Pty Ltd [ABN 27 623 985 919, Authorised Representative No. 1261456 of Breeze Underwriting Pty Ltd, ABN 65 003 922 487, AFS Licence No. 235130] trades as Carvan Insurance and is underwriting agent for the insurer, The Hollard Insurance Company Pty Ltd ABN 78 090 584 473, AFSL 241436.

In accordance with this agency arrangement Carvan Insurance issues policies and manages claims on behalf of the insurer.

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### IMPORTANT INFORMATION

#### The insurer

The insurer of this product is The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473 AFSL 241436 Level 12, 465 Victoria Avenue, Chatswood NSW 2067.

#### Significant features and benefits

This product provides comprehensive cover for loss or damage to your Recreational Vehicle as well as extending to cover your legal liability for damage caused by your vehicle to other people's property.

There are a number of additional features and benefits which are outlined within this document.

#### What is not covered?

This insurance policy does not cover all eventualities. What is covered and what is not covered is fully described in the YOUR COVER section together with our General Exclusions.

#### Excess

You may be required to pay one or more excesses if you make a claim under the policy depending on the type of claim and the person driving the Recreational Vehicle at the time of the loss/damage. The excesses are described in this PDS and the amounts will be shown on your Insurance Certificate.

#### Cooling off period

If you decide that the cover provided by this policy does not meet your needs, for whatever reason, and you have not made a claim, you can return your policy within 30 days of the start of your insurance. You will receive a full refund of any premiums paid, less any taxes or duties we cannot recover.

You can still cancel the policy at other times in accordance with the terms shown in the CANCELLING YOUR INSURANCE section of this PDS.

### How to apply for insurance

You have the option to contact your broker or representative to arrange the insurance on your behalf or you can obtain a quote from our website [www.carvaninsurance.com.au](http://www.carvaninsurance.com.au). If your application is accepted and you choose to take out this insurance we will send you an Insurance Certificate that sets out details of cover. Please keep this PDS and attach the Insurance Certificate to it.

### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Your privacy

We are bound by the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) and comply with the Privacy Act 1988 (Cth). We are committed to ensuring that all our business dealings comply with the APPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling.

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaux, credit reference agencies, your broker and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing personal information to us or our agent, you consent to us making these disclosures.

Without this information, we may not be able to provide you with the services you require.

If you would like a copy of our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us. Our Privacy Policy can be accessed here [www.carvaninsurance.com.au](http://www.carvaninsurance.com.au).

### Determining your premium

If you take out our insurance we will advise you the premium you must pay and note it on your Insurance Certificate. To determine your premium we consider factors such as the cover you require, the driving history and experience of anyone who will drive or tow the Recreational Vehicle regularly, the value and type of Recreational Vehicle to be insured, the nature of use of the Recreational Vehicle and the usage/storage of the Recreational Vehicle. It also includes amounts that take into account our obligations to pay any relevant compulsory government charges, taxes or levies (e.g. stamp duty and GST). These charges are shown on your Insurance Certificate.

Premium rates may be changed but only on renewal of the policy or where there has been a change to the risk during the policy term. At least 14 days before your insurance expires we will send you a renewal notice, outlining our renewing terms for your insurance, if any. We have the right not to renew the policy.

### How to make a claim

If you wish to make a claim, please contact your broker, representative or us. Details about making a claim are shown in the YOUR COVER section.

### Premium Payments

The annual premium and/or monthly premium instalments are noted on your Insurance Certificate. Your premium must be paid prior to the due date for the policy to remain effective. Non payment of premium by the stated date will void cover under the policy. Any late payment reminder will not extend cover past the last paid period.

If we have agreed to the total annual premium being paid by way of monthly instalments, we will not pay your claim, if the late payment of any premium instalments extends 14 days past the instalment due date.

When paying by instalments please ensure that:

- your nominated bank account or credit card has sufficient funds available at each due date;
- you advise us of any changes to your nominated bank account or credit card prior to the next instalment due date.

Should an instalment be dishonoured by your financial institution, we will notify you within 7 days. You will be liable for any dishonour fees that may be incurred.

If your instalment due date falls on a weekend or public holiday, we may debit your account on the next business day.

## YOUR COVER

### WHAT YOU ARE INSURED FOR

The cover selected by you for your Recreational Vehicle and provided by this insurance is shown on your Insurance Certificate.

#### Section 1 - Comprehensive Cover

##### Part A - Recreational Vehicle

###### What you are covered for

We cover you against theft and/or accidental physical loss or malicious damage to your Recreational Vehicle that occurs during the period of insurance.

What we pay for theft, loss or damage

If we accept your claim for theft, loss or damage we will determine whether your Recreational Vehicle is:

- a partial loss;
- a total loss; or
- uneconomical to repair.

On settlement of a total loss claim all cover for your Recreational Vehicle will cease.

The basis on which we settle different types of claim are described below:

###### Partial loss and we decide to repair your Recreational Vehicle

If we decide the loss or damage is a partial loss and we decide to repair your Recreational Vehicle, we will repair it to a similar condition to that which it was in before the loss or damage occurred.

In addition to any applicable excesses that you are obliged to pay as part of the claim, you may also be required to contribute towards any pre-existing damage, wear and tear and/or rust on your Recreational Vehicle. The amount you may be required to contribute will be determined and discussed with you at the time we are authorising repair.

If you have insured any options or accessories we will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear.

We will use new OEM (Original Equipment Manufacturer) parts if your Recreational Vehicle is still covered by the manufacturer's standard new Recreational Vehicle warranty. New and/or reconditioned OEM parts will be used if your Recreational Vehicle is outside the manufacturer's standard new Recreational Vehicle warranty period.

Note: The replacement of windscreens and window glass may involve the use of Australian manufactured or Australian Design Rules compliant parts. If any part or accessory necessary for repair of your Recreational Vehicle is not available in Australia, the most we will pay in relation to any such part will be the lesser of the:

- manufacturer's most recent Australian price list;
- list price of the closest equivalent part available in Australia; or
- actual cost of having a new part made.

If we agree and authorise repairs to your Recreational Vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty materials for as long as you own your Recreational Vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect your Recreational Vehicle and we must agree that repairs are necessary.

If your Recreational Vehicle has been imported and any part is not available in Australia, we will only pay for the cost of parts used in the repair of your Recreational Vehicle up to the manufacturer's recommended list price in Australia. However if the list price is not available, we will only pay for the cost of the parts plus the cost of freighting such parts by sea transport.

If there is a delay in the repair process due to the importation of parts, you are not covered for any loss of use of your Recreational Vehicle during that time.

### **Total loss or uneconomical to repair**

Where your Recreational Vehicle is declared a total loss by us or is uneconomical for us to repair, and:

- you are the first registered owner and the date of the accident or theft resulting in your vehicle being declared a total loss is within two years from the date of your Recreational Vehicle's first registration we will, at our option, replace your Recreational Vehicle with a new Recreational Vehicle of the same make, model or series. If your Recreational Vehicle is under any finance, we must get the financier's consent before proceeding with a replacement.

If we elect not to replace your Recreational Vehicle, refer to the details below (3rd bullet point) on how we settle your claim.

- We will also pay for the on-road costs (excluding registration and compulsory third party insurance) of the new Recreational Vehicle. If this is not acceptable to your financier we will offer you an alternate basis of settlement; or
- the date of the accident or theft resulting in your Recreational Vehicle being declared a total loss is outside of its second year of registration or you are not the first registered owner we will pay you the market value or agreed value, whichever is noted on your Insurance Certificate, of your Recreational Vehicle at the time of the accident or theft, less any outstanding premium you owe to us, less any applicable excess(es).

**Salvage**

If your Recreational Vehicle is declared a total loss, your Recreational Vehicle and its insured accessories and/or modifications become our property.

If we pay a claim to replace your annexe, awning or any contents, the damaged or recovered items become our property.

**Choice of repairer**

In the event of a claim, we will promptly assist you in making arrangements to obtain quotes and to have your Recreational Vehicle assessed and repaired in the quickest possible time.

You may nominate a repairer of your choice to quote on the damage to your Recreational Vehicle. However, if your repairer’s quote is not deemed competitive and/or complete or we do not believe that they can satisfactorily repair your Recreational Vehicle, we reserve the right to authorise repairs to be carried out by a repairer we nominate. We do not guarantee repairs that have been undertaken by a repairer whom we have not approved.

**Part B - Contents**

This policy automatically provides up to \$2,000 cover for the loss or damage to your contents whilst they are within your Recreational Vehicle or annexe or awning. Your portable generator and solar panels are also covered whilst attached to your Recreational Vehicle, annexe or awning. If you wish to insure your contents for a higher value you must inform us. If we agree to your request you will be required to specify details and values of all contents to be covered and may have to pay an additional premium.

If a claim is accepted for loss or damage to your contents we will at our option elect to either:

- pay you the amount it would cost to repair or replace the item subject to the limitations described in this PDS;
- repair or replace the item;
- pay the agreed sum insured of specified items.

Every attempt will be made to match items or materials used in repairing or replacing to that of the original. If this is not possible, then we reserve the right to utilise similar or nearest equivalent items or materials.

**Your contents include:**

- Personal computers, laptops and equipment that forms part of or belongs to them;
- Standard purchased software (excludes data of any kind or custom written software);
- Domestic appliances;
- Portable household electrical appliances;
- Clothing and personal belongings;
- Money and negotiable instruments;
- Watches and, pieces of jewellery;
- Items made of or containing gold or silver;
- Binoculars, cameras and photographic equipment;
- Bicycles, scooters, electric bikes and motorised wheelchairs;
- Sporting equipment;
- Portable generators and solar panels.

### **Monetary limits applicable to contents**

Certain items of contents have limits as to the amount we will pay in the event of a claim. These limits are as follows:

- \$500 in total for fishing equipment;
- \$400 in total for money or negotiable instruments;
- \$1,500 in total for bicycles, scooters, electric bikes and motorised wheelchairs;
- \$2,000 in total for pieces of jewellery and items made of or containing gold or silver, watches, binoculars, cameras and photographic equipment;
- \$2,000 in total for computers, laptops and equipment for same unless we have agreed to increase cover for these items and noted this increase on your Insurance Certificate;
- Fire fighting equipment up to a maximum of \$500.

**Please note:** The maximum we will pay for any event involving loss, damage or theft of your contents is \$2,000 in total unless we have agreed to insure your contents or your computers, laptops and equipment for same for a higher value. If we agree to pay a claim under this section we will deduct your policy excess from the claim.

### **Your contents do not include:**

- Musical Instruments;
- Tents;
- Coins which are not legal tender in Australia, medals or stamps;
- Bullion;
- Skis, surf skis, surf mats, diving equipment, surfboards, wind surfers, kite surfers and any accessories associated with surfing and diving equipment;
- Watercraft or aircraft including equipment that forms or belongs to either of these items;
- Lawns, plants, trees, hedges and shrubs;
- Livestock, birds, fish or animals of any kind;

- Precious metals, uncut gems and stones;
- Pictures or works of art, antiques, curios or other collectables;
- Manuscripts, deeds or other documents;
- Mobile phones, satellite phones or any type of CB radio;
- Furs;
- Unlicensed or unregistered firearms;
- Motor bikes, mini bikes, trail bikes, trailers and any equipment that forms part of or belongs to any of these items;
- Items kept in your Recreational Vehicle that you do not own or are not legally responsible for.

### **Part C – Additional Benefits**

**Additional Benefits are only payable if we accept your claim for loss, damage or theft under Section 1, Part A.**

#### **Hire of a Recreational Vehicle following theft**

If your Recreational Vehicle is stolen we will reimburse you the reasonable cost of hiring a similar Recreational Vehicle up to a maximum rate of \$100 per day. This maximum amount payable under this benefit is \$1,500 less your policy excess. We do not provide cover for any excess you beard under the hire agreement.

We will not reimburse you for any such costs incurred prior to the theft of your Recreational Vehicle being reported to us.

This benefit ceases immediately if your stolen Recreational Vehicle is recovered and can be driven or towed by you, or we settle your claim.

#### **Hire of a Recreational Vehicle following accident**

If your Recreational Vehicle is damaged in an accident and is unable to be driven or towed by you we will reimburse you the reasonable cost of hiring a similar Recreational Vehicle up to a maximum cost of \$100 per day. This maximum total amount payable under this benefit is \$500 less your policy excess.

This benefit ceases immediately from the time when your Recreational Vehicle is able to be driven or towed by you, or we settle your claim.

### **Emergency Repairs**

If your Recreational Vehicle is damaged as a result of an accident and is unable to be driven or towed we will reimburse you for the reasonable cost of emergency repairs to your Recreational Vehicle to enable you to return your Recreational Vehicle to your point of departure or your chosen repairer.

The maximum amount we will pay under this benefit is \$1,000 less your policy excess.

### **Emergency Accommodation and Travel Expenses**

If your Recreational Vehicle is stolen, or damaged as a result of an accident and cannot be driven or towed and you are more than 100km from your point of departure on that day, we will reimburse \$150 per day up to a maximum of \$2,100 less your policy excess towards reasonable temporary accommodation costs and reasonable costs of you returning to your point of departure or home that are incurred by you.

### **Where the Recreational Vehicle is your usual home**

If your Recreational Vehicle is your usual home and it is stolen or damaged as a result of an accident, fire or theft and is not fit to stay in, we will pay \$150 per day up to a maximum of \$4,500 less your policy excess towards the reasonable cost of temporary accommodation.

This benefit ceases immediately from the time when your Recreational Vehicle is habitable and able to be driven by you, or we settle your claim.

### **Trailer Cover**

We will pay for loss or damage to any trailer owned by you, or any contents within the trailer, which is damaged whilst being towed by a Recreational Vehicle insured under this policy.

The maximum amount we will pay under this benefit is \$500 less your policy excess for the trailer and \$500 less your policy excess for the contents.

### **Towing costs**

We will pay the reasonable cost of removing your Recreational Vehicle to the nearest repairer or safe and secure place after it is damaged in an accident or recovered after theft.

### Removal of debris

We will cover the reasonable costs incurred to clean up and remove your Recreational Vehicle debris following an accident involving your Recreational Vehicle. The most we will pay for this benefit is \$5,000 less your policy excess for each accident.

### Personal watercraft

If your personal watercraft is damaged whilst being transported or towed by your Recreational Vehicle, we will cover the cost of repairing or replacing it. The most we will pay is \$4,000 less your policy excess per event.

For the purpose of this Additional Benefit personal watercraft are defined as any boat that is less than 3.5 metres in length and not powered by a motor that exceeds 30 horsepower. We do not provide any cover for your surf skis, surf mats, surfboards, wind surfers and kite surfers.

**The following Additional Benefits are also provided (subject to your excess).**

### Locks and Keys replacement

Subject to payment of the applicable excess and claims lodgement We will pay towards the cost of replacing the keys and/or recoding your Recreational Vehicle's locks if the keys to your Recreational Vehicle are lost or stolen and there are reasonable grounds to believe your keys have been duplicated. We will also pay towards the cost of replacing keys which are damaged as a result of an accident.

The maximum amount we will pay under this benefit is \$1,000 less your policy excess in any one period of insurance.

### Fusion

We will cover the costs associated with the repair or to replace any motor in an electrical machine or appliance if:

- the electric machine or appliance forms a fixed part of your Recreational Vehicle or contents; and
- the motor is burnt out by an electric current in your Recreational Vehicle during the period of insurance.

We do not cover any motor that is more than 15 years old and will not pay:

- to replace fuses or protective devices, contacts, lighting or heating elements, starter switches or parts where sparking or arcing occurs during ordinary use;
- for damage to mechanical parts of any description that occurred as a result of the motor burning out;
- the cost of hiring a replacement appliance / machine;
- if the loss or damage is incorporated in the 'General Exclusions' - applicable to all sections.
- to replace the electrical machine or appliance if repairs are not considered to be economically viable for example where costs to repair are higher than the value of the machine or appliance.

### **Food Spoilage**

Upon payment of a claim for fusion or loss of or damage to your Recreational Vehicle and or contents we will pay for food damaged from the same event that is no longer fit for consumption up to a maximum limit of \$500.

### **Mechanical Breakdown**

If your Recreational Vehicle is not able to driven or towed due to a mechanical breakdown, we will pay for the reasonable cost of towing your Recreational to the nearest repairer.

We will not pay more than \$1,000 in total, less your policy excess.

We will not pay:

- if you were entitled to towing from a motoring or breakdown service;
- for more than 2 mechanical breakdown tows in any one period of insurance;
- for the cost of mechanical repairs to the Recreational Vehicle as a result of mechanical breakdown.

### **Returning you and your Recreational Vehicle home in the event of a medical emergency**

If you are travelling in your Recreational Vehicle and are more than 100 km from your usual home and you, or a family member travelling with you in your Recreational Vehicle, require emergency medical treatment as a result of a new, sudden injury or medical condition and are medically certified as unable to drive for a period of longer than 1 week from the date of the injury or the onset of the medical condition, or are hospitalised for 3 or more days, we will reimburse you up to a maximum of \$5,000 to return you, your travelling family members and your Recreational Vehicle to your usual home.

### **Windscreen cover**

We will pay the cost of repairing or replacing the windscreen or window glass of your Recreational Vehicle if it is broken as the result of an accident and your Recreational Vehicle is otherwise undamaged.

We will not apply an excess to the first claim of this nature in any one period of insurance. The applicable policy excess will be applied to any additional windscreen or window glass claims made during the same period of insurance.

Under this Additional Benefit we will not pay more than a maximum of \$1,000 less your policy excess for any one event, if the Recreational Vehicle was not manufactured in Australia.

### **No claim bonus**

If you supply proof confirming that you are currently entitled to a no claim bonus discount (NCB), we will automatically apply the same level of discount to your premium. We will continue to apply a NCB discount to your premium, up to a maximum of 60% as long as you insure with us and provided that you do not make any claims under this insurance policy where you are required to pay an excess.

If you make a claim under the policy it may affect your future no claim bonus.

### **Part D – Optional Benefits**

The following optional benefits can be added, where an additional premium will be payable.

#### **Portable Accessories – Cover in the Open Air**

You have the option to include cover for certain portable accessories whilst they are in the vicinity of your Recreational Vehicle.

If noted on your Insurance Certificate, the following items will be covered for accidental loss or damage provided they are within a 10 metre radius of your Recreational Vehicle at the time of loss or damage:

- Portable fridge
- Portable satellite
- Portable generator
- Portable solar system
- Any other item that we agree to cover.

In the event of a claim under this benefit only, an excess of \$500 will apply.

#### **Annexe Cover**

You have the option to select annexe cover. If selected and your annexe is damaged whilst attached to the insured Recreational Vehicle or kept in the insured Recreational Vehicle, we will pay up to a maximum of \$2,000 or the amount shown on your Insurance Certificate for repairs or replacement, less any policy excess.

### **Section 2 - Third Party Property Damage Cover**

#### **Part A – Cover for damage, to other people’s property, you are legally liable for**

We will cover your legal liability to pay compensation for accidental loss or damage to someone else’s property, arising out of an accident during the period of insurance, where you were at fault and the legal liability arises out of the use of your Recreational Vehicle.

Cover for legal liability for property damage also includes:

- actions of any passenger travelling in your Recreational Vehicle while getting into or out of your Recreational Vehicle;
- damage caused by goods being carried on or falling from your Recreational Vehicle.

We will pay legal costs and expenses to defend any proceedings arising from accidental loss or damage covered by the policy provided that we have approved the costs and expenses prior to them being incurred. The most we will pay for legal liability arising directly or indirectly from the original accident is the limit of liability shown on your Insurance Certificate for Third Party Property Damage Cover. This amount includes all legal costs incurred with our consent or the legal costs of another party for which you are legally liable.

## **Part B – Additional Benefits**

**Additional benefits are only payable if we accept your claim for loss or damage under Section 2, Part A.**

### **Supplementary bodily injury**

We will cover your legal liability to pay compensation for death or bodily injury caused by and arising from an accident from the use of your Recreational Vehicle, if it is registered for use on a public road when the legal liability is incurred, provided that the event or series of related events that gave rise to the legal liability, or any part of it, is not covered or indemnified in any way by any statutory or compulsory insurance policy (or any statutory or compulsory insurance) or any compensation scheme or fund.

There is no cover for claims involving bodily injury or death if the legal liability is not covered under or indemnified in any way under a statutory or compulsory insurance policy or compensation scheme or fund because you failed to:

- insure your Recreational Vehicle;
- register your Recreational Vehicle;
- comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund;

- to any person who is:
  - driving or in charge of your Recreational Vehicle;
  - an employee;
  - a member of your family.

### **Legal representation**

We may legally represent you or the driver who was in charge of your Recreational Vehicle, at any inquest or other official enquiry into an incident that may be the subject of a claim under this insurance. This representation may also include the defence of any alleged offence in connection with the incident in any court of summary jurisdiction. The representation at these hearings is at our option.

### **When we will not pay under Section 2**

In addition to the General Exclusions that may apply we will also not pay for:

- legal costs to defend criminal acts or fines for breaches of road traffic statutes;
- damage to property belonging to, or in the custody of you or any relative or friend of yours ordinarily residing with you or with whom you ordinarily reside;
- any penalties, fines, punitive, exemplary or aggravated damages for which you are liable;
- your liability under any contract, or if you have agreed to, or accepted liability without our prior agreement unless you would have been liable irrespective of the terms of that contract.

## YOUR EXCESS

If you make a claim under this insurance you may have to pay an excess or excesses. There are different types of excess which may apply and these are shown on your Insurance Certificate.

If we agree with you that the claim is not your fault and we are able to recover the amount of the excess(es) payable from the party responsible for the loss, we will not ask you to pay any excess.

At our discretion your excess will be:

- paid by you to the repairer when you pick up your Recreational Vehicle after it has been repaired;
- paid by you to us when we request it; or
- deducted from the amount we pay you.

## GENERAL EXCLUSIONS - APPLICABLE TO ALL SECTIONS

**This insurance does not cover your Recreational Vehicle if it is being driven or towed by you or any person:**

- who is not licenced to drive your Recreational Vehicle or is not complying with the conditions of their licence whilst doing so;
- while under the influence of any drug or intoxicating alcohol or whose blood alcohol level exceeded the percentage permitted by law in the State or Territory where the accident occurred;
- who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

Your claim will not be refused if you can satisfy us that you had no reason to suspect that the driver was not licenced or that their judgment was impaired or affected by alcohol or any drug. If we pay a claim, we can recover all claim costs from the person who was driving or was in charge of your Recreational Vehicle.

**This insurance does not cover your Recreational Vehicle if it is being used:**

- to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;

- to carry passengers for hire, fare or reward except under a car sharing/private pooling arrangement;
- for any motor sport or time trial or while being tested in preparation for any motor sport or time trial;
- in connection with the motor trade for experiments, tests, trials or demonstration purposes;
- in an unsafe or un-roadworthy condition;
- to carry a number of passengers or tow a load greater than that for which your Recreational Vehicle is designed.

Your claim will not be refused if you can satisfy us that the incident was not caused by:

- the unsafe or un-roadworthy condition of your Recreational Vehicle; or
- the carriage of the additional passengers or load in excess of your Recreational Vehicle's design specifications.

### **Your insurance does not pay for:**

- any claim and/or liability arising from your Recreational Vehicle being operated as a tool of trade, including any plant/equipment attached to your Recreational Vehicle, other than when being driven on a public road;
- theft, loss or damage if:
  - your ignition keys were left in or near your Recreational Vehicle whilst it was unattended or the keys were left unsecured;
  - you failed to secure your Recreational Vehicle or you left your Recreational Vehicle in an unsafe location and/or position with the keys in or near your Recreational Vehicle;
  - you contributed to the loss or intended the claim to happen;
- theft of a caravan, camper trailer, fifth wheeler, where it was parked on the street, in a driveway or an area that is not enclosed and you have not secured it with either a wheel clamp or a hitch helmet;
- loss of use, reduction in value, depreciation, wear and tear, rust or corrosion;
- mechanical, electrical or computer breakdowns, failures or breakages;
- loss or damage as a result of the lawful seizure of your Recreational Vehicle;

- repairs carried out to your Recreational Vehicle without our consent other than the cost of emergency repairs as covered under this policy;
- the cost to repair old damage, faulty workmanship or incomplete repairs that were in existence prior to the incident which resulted in a claim for loss or damage or liability under this policy;
- damage to tyres by braking or by punctures, cuts or bursts;
- additional loss or damage to your Recreational Vehicle after an accident, theft or breakdown unless you have taken reasonable steps to protect or safeguard it;
- any claim if untruthful statements are made by you or by a third party in connection with a claim where you knew or should have known them to be untrue;
- any penalties, fines or punitive, exemplary, multiple or aggravated damages;
- the death of or bodily injury to:
  - you or a family member;
  - any person covered by this policy;
  - any person related to you or related to a person covered by this policy;
  - any person who usually lives with you or with any other person covered by this policy;
  - any person who resides at the address shown on your Insurance Certificate.
- legal or other costs incurred without our prior agreement;
- any damage caused by flood, a named cyclone, bushfire or grassfire occurring within 72 hours of the start of this policy, unless the policy commenced:
  - the day you bought the Recreational Vehicle; or
  - immediately after another policy covering the same Recreational Vehicle expired (the policy did not expire if it was cancelled) without a break in cover;
- loss or damage caused by a high tide or king tide.

### **We will not pay any claim for accidental loss, damage or legal liability arising out of:**

- a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving you or any person who is acting with your express or implied consent;
- 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;
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, the combustion of nuclear fuel (including any self-proclaimed process of nuclear fission) or nuclear weapons material.
- any person or organisation who lawfully destroys or takes possession of your Recreational Vehicle or contents;
- mildew, mould, rot, insects, moths, termites, vermin, birds and bats;
- the presence of asbestos or other airborne contaminants;
- loss or damage to property occasioned by its undergoing any process involving the application of heat;
- wear and tear, gradual deterioration, lack of maintenance or inherent defect;

### **MAKING A CLAIM**

If an event occurs that is likely to result in a claim, you must follow the steps in this section. This will assist us to assess your claim quickly.

#### **First you must**

- report the accident or theft to the police as required by law;
- take all reasonable precautions to prevent further loss, damage, theft or liability;
- as soon as possible after the discovery of the loss, damage or theft, provide us with a detailed written and signed proof of loss with full details of the circumstances surrounding the incident.

If we agree another party or parties are at fault, as part of our recovery process, we will require you to give us the name, car registration number, phone number and residential address of that third party or parties.

**You must never, without our consent:**

- admit guilt, fault or liability (except to the police);
- offer or negotiate to pay a claim;
- approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage).

**We will also require you to:**

- help us manage the claim, which may include us inspecting your Recreational Vehicle or asking you questions in a face to face interview, or you providing written statements to us under oath;
- allow us to take possession of damaged property that is the subject of a claim;
- send us any communication you receive relating to the claim (including telling us of pending court proceedings);
- help us as we work to negotiate, defend or settle any claim made under this insurance and to exercise for our benefit your legal right of recovery against any other party;
- tell us about any other insurance that may be relevant to the claim.

**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 or agreed value or maximum amount that we pay. However, if you are or would be entitled to claim any input tax credits for the repair or replacement of insured property or for other things covered, we will reduce any claim under this insurance by the amount of such input tax credits.

## GENERAL CONDITIONS

### Joint insurance

Any claim, statement, act or omission made by, or on behalf of, any one of the people or entities named as the insured on the Insurance Certificate is considered to be a claim, statement, act or omission made by all of the people or entities named as the insured.

### Our rights

The terms of this policy are binding on all parties and we will not give up any of our rights unless we have given our written approval to any changes.

### Taking care

You must take all reasonable care to prevent loss, damage or injury and you must comply with all laws and regulations for the safety, licensing, registration, use and storage of your Recreational Vehicle.

### Law

This insurance is subject to Australian law and practice with Australian courts having sole jurisdiction.

### Transfer of interest

You cannot transfer any interest in this policy without our written approval.

## WHAT OUR WORDS MEAN

**accessories** means items fitted to your Recreational Vehicle which were not supplied by the manufacturer of your Recreational Vehicle as original standard equipment.

**accident** means a mishap involving your Recreational Vehicle that is unexpected and arises from a single event.

**act of terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**agreed value** means the sum insured of your Recreational Vehicle as shown in your Insurance Certificate.

**annexe** means a structure that attaches to a Recreational Vehicle. This structure provides an additional area of use.

**camper trailer** means a non-motorised, trailer based structure equipped for occupancy which is able to be towed and meets the registration and safety standards of the relevant state authority.

**caravan** means a non-motorised, mobile home or living quarters which is able to be towed and meets the registration and safety standards of the relevant state authority.

**economically repaired** means that it costs less to repair than its value.

**emergency repairs** means minor repairs which are essential for you to be able to drive or tow your Recreational Vehicle safely from the event causing the damage.

**excess** means the amount you must pay for each claim made under your policy. The types of excess(es) are outlined in this document and described in your Insurance Certificate.

**family member** means any of the following people who normally live with you – parents, grandparents, spouse, de-facto spouse, children, grandchildren, brothers and sisters.

**fifth wheeler** means a non-motorised, mobile home or living quarters, with a fifth wheel coupling, which is able to be towed and meets the registration and safety standards of the relevant state authority.

**fixtures and fittings** means built in furniture, refrigerator, stove, air conditioning unit, floor coverings, fixed awnings, gas cylinder and solar panels.

**flood** means the inundation of normally dry land by water which:

- overflows, is released from, or escapes the normal confines of; or
- because of water that has already overflowed, escaped or been released, is unable to enter;

any lake, reservoir, dam, river, creek, storm water channel, canal or any other watercourse, whether natural, altered or modified.

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

**injury** means bodily harm or damage which is accidentally caused by visible, violent and external means and occurs arising out of the use of your Recreational Vehicle covered by this policy.

**Insurance Certificate** is the latest insurance certificate we send you. It includes details of the cover we are providing and the excess(es) that will apply to claims together with any special terms that we may have imposed.

**limit of liability** means the amount shown on your Insurance Certificate and is the maximum amount we will pay for your liability from one accident or series of accidents that arise from the one cause.

**loss** means the insured property is stolen, damaged or destroyed. It does not mean the insured property is lost or misplaced.

**malicious damage** means damage intentionally caused to your Recreational Vehicle but does not include damage caused deliberately by you or at your direction.

**market value** means the amount we calculate the market would pay for your Recreational Vehicle. It takes into account the age, make, model, condition and kilometres travelled by your Recreational Vehicle immediately before the loss occurred.

**motorhome** means a motorised Recreational Vehicle which contains complete living quarters and meets the registration and safety standards of your relevant state authority.

**negotiable instruments** means legal documents that represent money and that can be legally transferred in title from one person to another.

**period of insurance** means the period during which this policy is current. The period of insurance is stated on your Insurance Certificate. If this insurance policy is cancelled, the period of insurance terminates when the cancellation becomes effective.

**Recreational Vehicle** means the registered camper trailer, caravan, fifth wheeler or motorhome shown on your Insurance Certificate and includes:

- it's standard tools, fixtures and fittings, modifications and accessories as supplied by the manufacturer;
- additional modifications and/or accessories which we have agreed to cover and which are listed on your current Insurance Certificate

**total loss** means that your Recreational Vehicle has been stolen and not recovered or that the damage sustained to your Recreational Vehicle in our opinion renders it uneconomical to repair when compared to the insured value shown on your Insurance Certificate.

**usual home** means the property or Recreational Vehicle which is your usual place of residence.

**we, us or our** means Carvan Insurance acting as agent for the insurer, The Hollard Insurance Company Pty Ltd under a binder arrangement.

**you or your** means the person(s) shown in the Insurance Certificate as the insured.

## OUR OBLIGATIONS TO YOU

### Renewing the policy

To ensure continuing protection we will normally send you a renewal notice at least 14 days prior to the renewal date of the policy.

It will set out information such as the premium for the new period and any changes you have told us about during the expiring policy period.

Where we send you a renewal offer you must tell us if the information contained is incorrect or incomplete and you must continue to comply with your Duty of Disclosure. If you do not, we may reduce or refuse to pay a claim or cancel the renewed policy.

If nothing needs to be disclosed and you are happy with the renewal offer you do not need to do anything as we will automatically renew on those terms and deduct/charge the renewal premium from your nominated account/credit card unless you tell us not to.

If you do not wish to take up the renewal offer you must contact us prior to the renewal and advise us.

If we do not offer to renew the policy, we will send you a notice telling you this. Each renewal is a separate policy, not an extension of the existing policy. Your cooling off period will apply on each renewal.

### Cancelling your insurance

You can cancel your insurance at any time by contacting us. We will explain the cancellation process to you. If you have paid an annual premium, we will refund any premium you have paid, less an amount that covers the period for which you were insured.

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 of Disclosure or misrepresented information when you entered into this insurance contract. If we cancel your policy we will send you a cancellation letter.

### How we resolve your complaints

We welcome every opportunity to resolve any concerns you may have with our products or service. In the first instance contact Carvan Insurance. If you are not satisfied with the response received you can request that a manager address your concern.

If your concern is still not resolved to your satisfaction please write to our Internal Dispute Resolution Committee at:

Carvan Insurance  
Internal Dispute Resolution Committee  
PO Box 550, Kotara NSW 2289  
**Email:** [resolution@carvaninsurance.com.au](mailto:resolution@carvaninsurance.com.au)

Your concern will be investigated by an officer with full authority to deal with the complaint and we will inform you of the outcome within fifteen working days of receiving your letter.

If your concern still remains unresolved to your satisfaction or has not been resolved within 45 days, you may refer the matter to the Financial Ombudsman Service (FOS), subject to its terms of reference, which acts as our external dispute resolution provider. FOS is an independent body and its service is free to you.

**FOS can be contacted on:**

Free call: 1800 367 287  
Post: GPO Box 3, Melbourne, Victoria 3001  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email address: [info@fos.org.au](mailto:info@fos.org.au)

A decision of FOS is binding on us (up to specified jurisdiction limits). A decision of FOS is not binding on you and you have the right to seek further legal assistance.

**Financial claims scheme**

The insurer is an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and is subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by the insurer are met within a stable, efficient and competitive financial system.

Because of this, the insurer is exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. The insurer has compensation arrangements in place that are in accordance with the Insurance Act.

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies in relation to the insurer and the policy. If the insurer were to fail and were unable to meet their obligations under the policy, a person entitled to claim insurance cover under the policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at [www.fcs.gov.au](http://www.fcs.gov.au) or the APRA hotline on 1300 55 88 49.

### **General Insurance Code of Practice**

The insurer is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

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

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

## **OTHER IMPORTANT MATTERS**

### **Keep proof of ownership and value**

When you make a claim for loss or damage to property covered by this policy, we will require you to justify any amount claimed. We recommend that you retain records such as purchase receipts to make this task easier.

### **Ensure that your premiums are always paid**

You are responsible for ensuring that your premiums are paid and kept up to date or your cover could be put at risk. If any premium remains unpaid for more than 14 days from the due date, any claim you make may not be paid.

If you change your bank account or credit card details you must contact us and tell us the new details. If your financial institution dishonours any payment because of lack of funds in your account you will be charged for any costs we incur arising from the payment being dishonoured.

### **Other party's interests**

You must tell us of the interests of all parties (e.g. financiers and other owners) who will be covered by this policy. If a financier has an interest in your Recreational Vehicle, and we agree to settle a claim on a cash basis, we have the option of making this payment to the financier in full or part settlement of the claim.

## CONTACTING US

Carvan Insurance

A registered business name of Breeze Underwriting Pty Ltd.

Hours: 9am to 5pm Monday to Friday (AEST)

Fax: (02) 4032 6999

Email: [contactus@carvaninsurance.com.au](mailto:contactus@carvaninsurance.com.au)

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

Write to: Carvan Pty Ltd  
PO Box 550  
Kotara NSW 2289

**VISIT OUR WEBSITE**  
[www.carvaninsurance.com.au](http://www.carvaninsurance.com.au)