



# Caravan & Trailer Insurance

Product Disclosure Statement  
and Policy Booklet



RACV Caravan & Trailer Insurance is issued by Insurance  
Manufacturers of Australia Pty Limited  
ABN 93 004 208 084 AFS Licence No. 227678.  
GPO Box 244 Sydney NSW 2001, a subsidiary of Insurance Australia Group Limited.

RACV Caravan & Trailer Insurance is distributed to members  
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This Product Disclosure Statement and Policy Booklet (PDS) was prepared on 2 August 2022. The information in this PDS is current at that date. From time to time, we may include more up-to-date information in the PDS that is not materially adverse without notifying you. You can get more up-to-date information by calling 13 RACV (13 7228) or visiting [racv.com.au](http://racv.com.au). If you ask us for any updates, we will give you a free paper copy. If we need to, we will issue a supplementary or replacement PDS.©2022

# A message to RACV Members from RACV Insurance

Every year over 1,000,000 Victorians choose RACV Insurance. And it's no wonder. After all, we set out to offer excellent value for money and the very best in service.

With RACV Caravan & Trailer Insurance, claims assistance is available 24 hours a day, 7 days a week, just call 13 19 03.

Of course, another great reason to choose RACV Insurance is that you automatically become an RACV member.

RACV is, first and foremost, a membership organisation. So everything RACV does, is for the benefit of our members. Every one of RACV's more than 2 million members receives access to a wide range of benefits.

A good example of this is the Years of Membership Benefits program which rewards loyalty with discounts on a range of products and services, including an annual discount on RACV Caravan & Trailer Insurance. You don't have to wait long to start saving, only 5 years, and RACV's Years of Membership Benefit increases the longer you remain a member.

The benefits of RACV membership don't end there. RACV members save 25% off standard accommodation rates at our eight RACV Resorts in Victoria, Queensland and Tasmania. You'll also save by accessing special offers with participating organisations through the RACV Show Your Card & Save program and receive discounts on a wide variety of products and services at RACV shops. RACV is committed to representing members' interests in areas such as road safety and mobility.

It's all part of RACV's promise to be there for every member every day.

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## Features & Benefits

Below is a summary of some of the features and benefits of this Policy depending on the type of cover you choose. This summary is intended as a guide only. For full details of cover including exclusions please read the pages that follow.

Summary of covers	Touring Caravan	On-site Caravan	Trailer
Accidental damage	✓	✓	✓
Fire	✓	✓	✓
Food spoilage	✓	✓	✗
Storm	✓	✓	✓
Flood	✓	✓	✓
Storm surge	✓	✓	✓
Rainwater run-off	✓	✓	✓
Theft or attempted theft	✓	✓	✓
Vandalism or malicious acts	✓	✓	✓
Modifications, options or accessories	✓	✓	✓
Contents cover	✓	✓	✗
Emergency transport and accommodation	✓	✓	✓
Temporary accommodation	✗	✓	✗
Storage costs	✓	✓	✓
Towing	✓	✗	✓
New caravan and trailer replacement	✓	✓	✓
Legal representation	✓	✓	✓
Liability cover	✓	✓	✓
Emergency repairs up to \$500	✓	✓	✓

## Our agreement with you

### Your contract

Your policy is a contract between you and us and is made up of:

- ▶ your current Certificate of Insurance, and
- ▶ this Product Disclosure Statement (PDS), and
- ▶ any applicable Supplementary PDS.

### Certificate of Insurance

Your current Certificate of Insurance shows the insurance cover you have chosen and any optional cover you have under your policy. It also shows the period your policy covers – we only cover you for incidents that happen during this time.

### Co-insureds

If more than one person is named as the insured on the Certificate of Insurance, we will treat a statement, act, omission or claim by any one of these people as a statement, act, omission or claim by all of those people.

### Exclusions and conditions

Exclusions and conditions may apply to the cover you have chosen:

- ▶ on pages 16 to 18, we set out the general exclusions that apply to your policy
- ▶ throughout this PDS, we set out any specific exclusions and conditions with the cover they apply to

- ▶ on page 18 and 19, we set out your responsibilities when you are insured with us and make a claim.

### Special conditions

We may apply special conditions on your Policy that may exclude, restrict or extend cover for a person or a particular matter at the time that you purchase the Policy. For example, we may not cover you for some incidents like a bushfire, storm or flood if they cause loss or damage during a specific period which is also known as an embargo period.

Your current Certificate of Insurance shows any special conditions that apply to your Policy, including the period of any applicable embargo period.

In addition, we may apply special conditions during your Policy that limit your ability to make changes to coverage, sum insured and your Policy terms.

### Paying your premium

In return for paying your premium, we provide the cover you have chosen.

You can pay your premium annually or by monthly instalments — for details about how to pay your premium and what happens if you don't pay, see page 30.

### Reducing your premium

You can reduce your premium by choosing a higher basic excess.

### 21 day cooling-off period

You can tell us to cancel your policy within 21 days from when it was issued. If you choose to cancel your policy, we'll refund the premium you paid us in full (as long as you haven't made a claim on your policy).

### GST

All dollar values described in this PDS include GST.

### Words with special meanings

Some words in the PDS have special meaning. Please refer to the Definitions section on pages 36 to 39 for more details.

For more information about how we work out your premium, the excesses that may apply to your policy and any discount you may be eligible for, see our Premium, Excess & Discounts Guide by visiting [racv.com.au/caravanped](http://racv.com.au/caravanped) or call us on 13 RACV (13 7228)

# What your Policy covers

Your Policy covers a:

- ▶ On-site Caravan
- ▶ Touring Caravan, or
- ▶ Trailer.

The type of insurance you have chosen will be listed on your current Certificate of Insurance. Your cover depends upon the type of insurance you have chosen.

Your Policy provides cover for incidents that occur during the policy period set out on your current Certificate of Insurance.

If you make a claim, you may need to pay an excess and your No Claim Bonus Discount may be affected.



## Cover for your On-site Caravan, Touring Caravan, or Trailer

Your on-site caravan or touring caravan is the caravan shown on your current Certificate of Insurance including its:

- ▶ fittings (including any roll out awning)
- ▶ modifications, options and accessories that are attached to your on-site caravan or touring caravan

You will have cover for your annexe if you have chosen this option and paid any additional premium (see page 13).

Your trailer is the trailer shown on your current Certificate of Insurance including its:

- ▶ fittings
- ▶ modifications, options and accessories that are attached to your trailer.

See 'Things that may affect cover' on pages 16 to 18 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on pages 7 to 13.

## Cover for loss or damage

We will cover loss or damage to your on-site caravan, touring caravan, annexe (if you have chosen this option) or trailer caused by any of the following incidents:

- ▶ an accident
- ▶ collision
- ▶ earthquake
- ▶ explosion
- ▶ fire
- ▶ flood
- ▶ rainwater run-off
- ▶ storm
- ▶ storm surge
- ▶ theft or attempted theft
- ▶ tsunami
- ▶ vandalism or a malicious act.

### however:

- ▶ if we have identified that your on-site caravan is at risk of flooding, storm surge or rainwater run-off, you may choose to remove this cover. If you choose to remove this cover and we agree, we will charge you a lower premium to reflect the reduce level of cover you have selected and your Certificate of Insurance will show that you don't have cover for flood, storm surge or rain water run-off.

### we will decide whether to:

- ▶ repair your on-site caravan, touring caravan, annexe or trailer, or
- ▶ pay the cost of repairing your on-site caravan, touring caravan, annexe or trailer, or
- ▶ pay you the agreed value less any applicable deductions (see page 23 for details).

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

For examples of how we calculate a claim for loss or damage to your on-site caravan, touring caravan, annexe or trailer, please see examples 1 and 2 in the Claim payment examples on page 40.

## Food spoilage

If you have an on-site caravan or touring caravan policy we will cover food in your on-site caravan or touring caravan or annexe (if you have chosen this option) that is spoiled as a result of an incident listed on page 7 under the heading 'Cover for loss or damage':

### **we will:**

- ▶ cover up to \$300 for the cost of replacing this food.

## On-site caravan and touring caravan contents

If contents are lost or damaged as a result of an incident listed on page 7 under the heading 'Cover for loss or damage':

### **we will:**

provide automatic cover up to a total of \$1,000 for contents that are inside your:

- ▶ on-site caravan, or
- ▶ touring caravan, or
- ▶ annexe (except a canvas, vinyl or fabric annexe).

### **we will decide whether to:**

- ▶ repair or replace contents, or
- ▶ pay you the reasonable cost of repairing or replacing contents, or
- ▶ pay you the contents agreed value set out on your current Certificate of Insurance.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

You may increase this cover by nominating a higher contents agreed value - see page 13.

### **not covered:**

- ▶ contents not inside your on-site caravan, touring caravan or annexe
- ▶ any contents accidentally damaged unless your on-site caravan, touring caravan or annexe is also lost or damaged in the same incident and we agree to pay your claim.

For examples of how we calculate a claim for loss or damage to your contents please see examples 1 and 5 in the Claim payment examples on pages 40 and 41.

## What is covered under contents

We cover contents owned by you or a family member including but not limited to:

- ▶ carpets and household goods
- ▶ CDs, DVDs, tapes, records, game cartridges and discs of any sort up to \$1,000 in total
- ▶ clothing and personal belongings
- ▶ entertainment systems, stereos and televisions
- ▶ furniture and furnishings
- ▶ furs, curios, works of art and items containing gold or silver (other than jewellery, medals or coins) up to \$500 in total
- ▶ jewellery and watches up to \$1,000 in total
- ▶ tools, including those which you or your family use in a trade or profession up to \$1,000 in total.

The most we will pay for any one item is \$1,000.

## What is not covered under contents

- ▶ goods kept for sale, distribution or on consignment
- ▶ animals
- ▶ any illegal items, including illegal firearms and illegally stored firearms
- ▶ bicycles, tricycles, or scooters
- ▶ bonds or negotiable instruments
- ▶ cameras and video cameras and their equipment and accessories
- ▶ cash, coins, or banknotes
- ▶ computers, their software and equipment and any files stored on the computer
- ▶ credit cards or financial transaction cards
- ▶ deeds, documents or manuscripts
- ▶ fishing, surfing, sail-boarding, waterskiing or any other sporting equipment
- ▶ fittings
- ▶ loose or unset gemstones
- ▶ loss of intellectual or sentimental value of a contents item
- ▶ mobile phones, pagers or electronic organisers and GPS navigation units
- ▶ motor vehicles of any description, boats, trailers, caravans, aircraft or aerial devices and the equipment for any of them

- ▶ plants other than pot plants
- ▶ spectacles, contact or corneal lenses or hearing aids
- ▶ stamp or medal collections
- ▶ stock used in a business, trade or profession.

## Additional Cover

If you make a claim for an incident listed on page 7 under the heading 'Cover for loss or damage' you may be entitled to one or more of the following additional covers.

See 'Things that may affect cover' on pages 16 to 18 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on pages 7 to 13.

### Legal representation

If we agree to pay your claim for an incident which results in you or the person who has your permission to use your on-site caravan, touring caravan, annexe or trailer needing legal representation:

- ▶ we will pay the reasonable costs of legal representation if you or the person who has your permission to use your on-site caravan or touring caravan or trailer need to be represented before a coroner conducting an inquiry
- ▶ we may choose to pay the reasonable costs of legal representation if you or the person who has your permission to use your on-site caravan, touring caravan, annexe or trailer needs to be represented before a magistrate.

The most we will pay for any legal representation is \$10,000.

#### not covered:

- ▶ any costs for legal representation relating to penalties, fines or awards of aggravated, exemplary or punitive damages, or

- ▶ any costs for legal representation where you, or the person who has your permission to use your vehicle have been charged with any offence in relation to the incident, including but not limited to, offences for speeding, driving under the influence of alcohol or drugs or any deliberate or intentional actions.

You must tell us before you incur these costs and we must agree to cover them.

### Emergency transport and accommodation

If your on-site caravan, touring caravan or trailer is damaged and cannot be used as a result of an incident we have agreed to cover under 'Cover for loss or damage' that occurs more than 100 kilometres from your home.

We pay this additional cover on top of your agreed value.

#### we will:

- ▶ pay up to \$1,000 in total for the reasonable costs of:

- transportation for you, your passengers and your domestic pets to your home or, if we agree, to another destination,
- temporary accommodation for you, your passengers and your domestic pets covering the room rate only, and
- ▶ transportation of your on-site caravan, touring caravan or trailer from:
  - the place your on-site caravan, touring caravan or trailer is repaired to your home, or
  - the location of the incident to a repairer near your home.

**not covered:**

- ▶ the costs of transporting any vehicle that was towing your touring caravan or trailer.

**however:**

- ▶ we must agree to the costs before they are incurred, and
- your on-site caravan is not your permanent residence.

**Temporary accommodation**

If we agree to pay your claim and you are unable to live in your on-site caravan as a result of an incident:

**we will:**

- ▶ pay your reasonable temporary accommodation costs up to \$100 per day, up to a maximum of \$4,000 if it is your permanent residence.

You must tell us before you incur the costs of temporary accommodation and we must agree to cover them.

**Storage costs**

If we agree to pay your claim and your on-site caravan, touring caravan, annexe, trailer or contents are reasonably required to be held in storage as a result of an incident:

**we will:**

- ▶ pay the reasonable storage costs for your on-site caravan, touring caravan, annexe, trailer or contents from the time the claim is lodged.

**Towing**

This cover only applies if you have a touring caravan or trailer policy.

If we agree to pay your claim and your touring caravan or trailer is damaged as a result of an incident:

**we will:**

- ▶ pay the cost of one tow to get your touring caravan or trailer from the scene of the incident to:
  - the nearest repairer recommended by us, or
  - the nearest repairer nominated by you and agreed to by us, or
  - to a place of safety as agreed to by us.

If more than one tow is required, we will decide which one we will pay for.

**Emergency repairs**

If we agree to pay your claim and you have made emergency repairs to your on-site caravan, touring caravan, annexe or trailer as a result of an incident:

**we will:**

- ▶ cover any emergency repairs up to \$500 without any prior agreement between you and us.

**you need to:**

- ▶ keep the receipts for all repairs.

## New Replacement On-site Caravan, Touring Caravan or Trailer

If your on-site caravan, touring caravan or trailer is considered by us to be a total loss, and we have agreed to pay your claim, we may choose to replace your on-site caravan, touring caravan or trailer if:

- ▶ you have bought it new, or you purchased a demonstrator model, and
- ▶ as at the date of the incident, no more than 24 months have passed since the date of purchase, and
- ▶ we have agreement from any credit provider noted on your current Certificate of Insurance – if applicable.

If we choose to replace your on-site caravan, touring caravan or trailer we will:

- ▶ replace it with one of the same make and model if it is available in Australia
- ▶ replace any modifications, options or accessories that are attached to your on-site caravan, touring caravan or trailer.

### you need to:

pay us any:

- ▶ excess that applies
- ▶ outstanding premium, including the balance of all monthly instalments
- ▶ unused portion of the registration and Compulsory Third Party Insurance premium (if applicable) that you are entitled to.

### If your on-site caravan, touring caravan or trailer is replaced:

- ▶ your Policy comes to an end and no refund of premium is due; and
- ▶ your on-site caravan, touring caravan or trailer becomes our property unless we decide you can keep it.

You can arrange cover for your replacement on-site caravan, touring caravan or trailer by calling 13 RACV (13 7228).

For an example of how we calculate a claim for a new replacement on-site caravan, touring caravan or trailer, please see example 3 in the Claim payment examples on page 40.

## Optional cover

If you have an On-site Caravan or Touring Caravan Policy, you may add the following options to your Policy by paying any additional premium that applies.

Any options you have chosen will be listed on your current Certificate of Insurance.

See 'Things that may affect cover' on pages 16 to 18 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on pages 7 to 13.

### Annexe cover option

You can choose this option if you have an On-site Caravan or Touring Caravan. If you do that:

- ▶ we will cover your annexe for an incident as described on page 7 in the section 'Cover for loss or damage' up to the agreed value.

#### however:

- ▶ your annexe must be in good repair and condition at the time of the incident. We will pay you the reasonable cost of what your annexe is worth at the time of the incident.

### Additional on-site caravan or touring caravan contents cover option

Your Policy automatically provides cover for on-site caravan or touring caravan contents up to a total of \$1,000.

You can increase this cover by nominating any agreed value.

For details of the cover we provide see page 8.

For details of what we consider to be contents and specific contents limits see page 9.

## Liability cover

If an incident occurs which causes death, injury, loss or damage to another person we will provide:

- ▶ touring caravan or trailer liability cover, or
- ▶ on-site caravan liability cover depending on the type of policy you have chosen.

For liability cover, an on-site caravan or touring caravan includes any annexe.

See 'Things that may affect cover' on pages 16 to 18 for important policy exclusions that affect all cover. These are in addition to any limitations to cover described on pages 14 and 15.

## On-site caravan, Touring caravan or Trailer liability cover

### we will cover:

- ▶ you, or
- ▶ any person who has your permission to use your on-site caravan, touring caravan or trailer, for any claim against them arising from:
  - loss or damage to someone else's property, or
  - death or bodily injury to someone else, in an incident that is caused by the use of your on-site caravan, touring caravan or trailer.

### to be entitled to liability cover:

- ▶ the incident must occur during the policy period set out in your current Certificate of Insurance
- ▶ you, or the person who has your permission to use your on-site caravan, touring caravan or trailer must be claimed against:
  - by the person whose property is lost or damaged in the incident, or
  - for death or bodily injury to someone else in the incident.
- ▶ you or the person who has your permission to use your on-site caravan, touring caravan or trailer must lodge a claim for liability cover with us under your Policy.

### we will:

- ▶ act for, or arrange representation for, you or the person who has your permission to use your on-site caravan, touring caravan or trailer
- ▶ attempt to resolve the claim if we are satisfied that you, or the person who has your permission to use your on-site caravan, touring caravan or trailer are at fault, or
- ▶ defend the claim in a court or tribunal if we consider that you, or the person who has your permission to use your on-site caravan, touring caravan or trailer, are not at fault.

It is our choice whether we defend or resolve the claim, and, if we resolve the claim, how much we pay to resolve the claim.

### the most we will pay:

In relation to any one incident is \$20 million. In addition, we will pay legal costs when our lawyers act in connection with the claim.

For an example of how we calculate a liability claim and legal costs, please see example 4 in the Claim payment examples on page 41.



## Liability exclusions – On-site caravan, Touring caravan or Trailer

- ▶ we will not cover damage to property that you or any person who has your permission to use your on-site caravan, touring caravan or trailer own or have in their custody, control or possession
- ▶ we will not cover death or bodily injury to you or any person who has your permission to use your on-site caravan, touring caravan or trailer
- ▶ we will not cover death or bodily injury to any person, who lives with you in your on-site caravan or touring caravan, or damage to property that they own or have in their custody or control
- ▶ we will not cover you or any person who has your permission to use your on-site caravan, touring caravan or trailer if:
  - liability arises only because you or any person who has your permission to use your on-site caravan, touring caravan or trailer agreed to accept liability for the claim
  - liability arises from death or bodily injury to any person employed by you or any person who has your permission to use your on-site caravan, touring caravan or trailer under a contract of service, and any of these parties are required by law to hold compulsory workers compensation to cover that liability
- ▶ we will not cover you or any person who has your permission to use your on-site caravan if:
  - liability arises or results from building work to your on-site caravan or on the site which costs or cost more than \$50,000
- ▶ we will not cover an incident caused by an animal unless it is a dog or cat kept as a pet in your on-site caravan or on the site or in your touring caravan
- ▶ we will not cover an incident caused by a dog if a relevant authority has declared it to be a dangerous dog
- ▶ we will not cover fines or court costs as a result of you or any person who has your permission to use your on-site caravan, touring caravan or trailer being charged under any local, state or federal government legislation relating to animals
- ▶ we will not cover you or any person who has your permission to use your on-site caravan, touring caravan or trailer if liability arises or results from:
  - any deliberate and unlawful act by any of them, or a person acting with the consent of any of them
  - any business, trade or profession being conducted using your on-site caravan, or on the site, touring caravan or trailer
  - any professional sporting activity
  - the transmission of any disease by you or any person who has your permission to use your on-site caravan, touring caravan or trailer
- using a vehicle, aircraft, or watercraft
- erosion, subsidence or landslide
- ▶ we do not cover any exemplary or punitive damages, fines or penalties claimed, ordered or awarded against you or a person who has your permission to use your on-site caravan, touring caravan or trailer
- ▶ we will not extend liability cover to a tenant who rents your on-site caravan, or touring caravan
- ▶ we will not cover liability that arises from the use of your on-site caravan, touring caravan or trailer while it is attached to a motor vehicle or motorcycle
- ▶ we will not cover liability that arises from your on-site caravan, touring caravan or trailer if it becomes detached from a motor vehicle or motorcycle while that motor vehicle or motorcycle is in use
- ▶ we will not cover liability when that liability is covered or should be covered under any compulsory policy or insurance you are required to have by law
- ▶ we will not cover any liability, cost or expense that arises or results from, or is in any way connected with, asbestos, whether directly or indirectly.

## Things that may affect cover

There are certain circumstances when there may not be cover under your Policy. These circumstances are outlined in the following sections.

### General and specific exclusions

The exclusions listed on this page and pages 17 to 18 apply to all cover under this Policy including liability cover.

### Liability exclusions

These exclusions are listed as 'Not Covered' on page 15 and apply to liability cover under this Policy.

### Other exclusions

There are other exclusions and limits on cover specified throughout this booklet.

### Your responsibilities when you are insured with us and when you make a claim

There are responsibilities you must meet when you are insured with us and when making a claim. These are described on pages 18 and 21.

## General and specific exclusions

These exclusions describe what you are not covered for.

### we do not cover:

- ▶ loss or damage that occurs outside Australia
- ▶ loss or damage to your on-site caravan, touring caravan, annexe or trailer while on consignment
- ▶ loss or damage less than any applicable excesses
- ▶ claims arising from incidents that occur outside the policy period listed on your current Certificate of Insurance
- ▶ repairs to old damage
- ▶ loss of value of your on-site caravan, touring caravan, annexe or trailer
- ▶ the cost of fixing faulty repairs
- ▶ tyre damage caused by road cuts, punctures, bursts or braking
- ▶ loss or damage to glass, ceramic and sanitary fixtures if there is a fracture that does not extend through the entire thickness of the item
- ▶ loss or damage covered under any manufacturer's warranty
- ▶ loss, damage, injury or death arising from:
  - rust or corrosion, unless caused by a covered incident
  - gradual deterioration, depreciation,

- wear or tear
- erosion, including coastal erosion
- actions of the sea includes:
  - high tides or king tides
  - sea waves
  - normal movement or changes in ocean levels
- actions of the sea does not include storm surge
- subsidence or landslide unless it happens immediately as a result of:
  - an earthquake or explosion
  - a storm
  - a flood
  - rainwater run-off
  - storm surge
- atmospheric conditions or extreme temperature
- mould unless caused by a covered incident
- faulty design or workmanship
- fusion of electric motors
- the repair or replacement of any item that explodes
- the repair or replacement of any item that liquid leaks or escapes from
- the lawful seizure, confiscation, nationalisation or requisition of your on-site caravan, touring caravan, annexe, trailer or contents or any part of them
- tree lopping or felling, or tree roots
- a failure to secure your on-site

- caravan, touring caravan, annexe or trailer, or leaving your on-site caravan, touring caravan, annexe or trailer, in an unsafe position after it:
  - broke down, or
  - suffered accidental damage, or
  - was stolen and then found
- your on-site caravan or its site, touring caravan, annexe or trailer being used for an unlawful purpose that caused or contributed to the incident
- illegally keeping explosives, flammable or combustible substances or liquids in your on-site caravan or on its site, touring caravan, annexe or trailer
- an intentional act by you, a family member, or a person who has your permission to use your on-site caravan, touring caravan, annexe or trailer, or a person acting with the express or implied consent of any of these parties
- vermin, rodents, insects, birds
- an animal, except to the extent that you are entitled to liability cover for a cat or dog kept as a pet in your touring caravan or at the site where your on-site caravan or annexe is kept.
- ▶ loss or damage caused by or arising from:
  - a breach of, or an obligation under, a contract

- water escaping from:
  - a shower recess or shower base, or
  - an inadequate drainage system
- you not taking all reasonable steps to protect your on-site caravan, touring caravan, annexe, contents or trailer
- ▶ any loss, damage, liability, injury or death caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power
- ▶ any loss, damage, liability, injury, death, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
  - an act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or
  - any action taken to control, prevent, suppress, retaliate against, or respond to an act of terrorism
- ▶ mechanical, structural, electrical, hydraulic, or electronic breakdown or failure
- ▶ loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
  - errors or omissions involving access

- to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
- any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event we cover you for under this Policy except if caused by vandalism or a malicious act. For example, we will not cover you if your on-site caravan, touring caravan or trailer's security system cannot be used because of a cyber attack, but we will cover you for theft of or from your on-site caravan, touring caravan or trailer as covered under this Policy after your on-site caravan, touring caravan or trailer's security system is impacted by a cyber attack

- ▶ loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data

- ▶ consequential loss including any loss which results because you can't use your on-site caravan, touring caravan or trailer unless it is specifically covered under this Policy. This means we will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation
- ▶ any loss, damage, liability, injury or death directly caused by a communicable disease or the threat or perceived threat of any communicable disease
- ▶ loss, damage liability, injury or death caused by or arising from any nuclear, radioactive, biological or chemical material, or the use, handling or transportation of such material
- ▶ seepage, pollution or contamination, or any loss, damage, liability, injury, death, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination.

### Fire

We will not cover loss or damage caused:

- ▶ from scorching or melting where there was no flame
- ▶ to any heat or fire resistant item if it ignites whilst it is in use or operating.

### Storm

We will not cover loss or damage caused by:

- ▶ storm to the interior of your on-site caravan, touring caravan, annexe or to your contents, unless water has entered the on-site caravan, touring caravan or annexe through an opening made by the storm.

### Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

### Your responsibilities when you are insured with us.

If you do not tell us the following we may refuse or reduce a claim if they cause or contribute to an incident, or cancel this Policy if we would not have issued you cover:

- ▶ you or a person who has your permission to use your on-site caravan, touring caravan, annexe or trailer change the way your on-site caravan, touring caravan, annexe or trailer is used including, if it is used for:
  - hire; or
  - business purposes or in connection with any occupation
- ▶ you have entrusted your on-site caravan, touring caravan, annexe or trailer to another person for sale or on consignment
- ▶ you have modified your on-site caravan, touring caravan, annexe or trailer from the manufacturer's specifications, or have added fittings which increase its value
- ▶ you change the address where your on-site caravan, touring caravan, annexe or trailer is normally kept
- ▶ your touring caravan or trailer is not in a condition that meets registration requirements in your State or Territory

- ▶ you use your touring caravan, annexe or trailer for events relating to a motor vehicle club, bash, race or charity event
- ▶ your on-site caravan, touring caravan, annexe or trailer is not in good repair and condition. This means your on-site caravan, touring caravan, annexe or trailer must be watertight, structurally sound, secure, well maintained and free from:
  - unrepaired damage, including unrepaired hail damage
  - rot, dry rot, cracking and blistering
  - rust and corrosion
  - mechanical or electrical problems
  - any other condition that would make it unsafe.

The course of action we take when you fail to tell us these things will be considered in each circumstance based on what impact or effect your failure caused or contributed to a claim or our decision to issue your Policy.

When making a claim you also need to meet the responsibilities on page 21

# Claiming under your Policy

We are available to help you 24 hours a day, 7 days a week on 13 19 03.

## **If you make a claim, we will:**

- ▶ ask a series of questions, or ask for detailed written information
- ▶ give immediate assistance with the claim
- ▶ tell you if you need to pay any excess and how to pay it.

## Your responsibilities when making a claim under this Policy

Your responsibilities when you make a claim are described below. These responsibilities also apply to anyone seeking cover under your Policy. If you do not meet your responsibilities, we may refuse to pay your claim or reduce what we pay for your claim. We may also decide to cancel your Policy. The course of action we take when you fail to meet your responsibilities will be considered in each circumstance based on what impact or effect your failure caused or contributed to the claim or our decision to issue your Policy.

### **you must:**

- ▶ do everything reasonable to prevent further loss or damage
- ▶ co-operate fully with us, even if we have already paid your claim. This may include:
  - you not behaving in a way that is improper, hostile, threatening, abusive or dangerous
  - providing us with all the information, documents and help we need to deal with your claim. If we request information or documents that are

- relevant to your claim we will provide an explanation as to why it is needed
- as soon as reasonably possible, sending us any letters, notices or court documents that you receive about any incident which has resulted, or could result in a claim against you
- you or any person covered by your Policy being interviewed by us
- you or any person covered by your Policy attending court to give evidence
- ▶ where requested by us, provide proof of ownership for your on-site caravan, touring caravan, trailer, annexe, contents, modifications, options, accessories or fittings. This may include providing receipts, valuations, model and serial numbers
- ▶ as soon as reasonably possible, report to the Police any theft or attempted theft, vandalism or malicious act, and keep any incident report number they give you
- ▶ where requested by us, allow us to inspect your on-site caravan, touring caravan, trailer, annexe, contents, modifications, options, accessories or fittings at a reasonable time. We may also require additional quotations from any repairers we nominate. If we need to move your on-site caravan, touring caravan, annexe or trailer this will be done at our expense

- ▶ provide us with your Australian Business Number (ABN) and the percentage of any input tax credit you have claimed or are entitled to claim on the premium you have paid if you are a business registered or required to be registered for GST purposes.

### **you must not:**

- ▶ carry out or authorise repairs, except if emergency repairs are required. For details of emergency repairs we pay for if we agree to pay your claim, see page 11
- ▶ attempt to settle a claim made against you without our permission
- ▶ make any admissions to anyone about any incident covered by your Policy
- ▶ abandon or surrender damaged property to us unless we are entitled to it and choose to keep it.

We will refuse a claim, cancel your Policy, or do both if you, or anyone seeking cover under your Policy is not truthful and frank in any statement made in relation to a claim, or in connection with a claim.

# Excesses

## What is an excess?

An excess is an amount you contribute towards the cost of a claim.

The type of excess you need to pay depends on what your claim relates to and who was driving your vehicle (Touring Caravan only). Also, you may need to pay more than one excess.

There are 3 types of excesses:

- ▶ basic
- ▶ age (Touring Caravan only)
- ▶ hail or cyclone.

Your current Certificate of Insurance shows the amount and types of excesses that apply to your policy.

When you make a claim, an excess may apply. If so, we will:

- ▶ deduct the excess from any claim payment, or
- ▶ request you pay the excess to us or, to the repairer or supplier.

If we request you pay the excess, we will tell you who to pay and may require payment as part of the finalisation of your claim.

## When an excess applies

If you make any type of claim you must pay any basic excess that applies.

If you make a claim for loss or damage as a result of hail or cyclone you must pay a hail or cyclone excess in addition to the basic excess.

The type and amount of any Policy excess you must pay is listed on your current Certificate of Insurance.

For further details on the amount of each excess together with details on how these excesses are calculated please refer to our Caravan and Trailer Premium, Excess and Discounts Guide located at [racv.com.au/caravanped](http://racv.com.au/caravanped) or contact us on 13 RACV (13 7228).

## When an excess does not apply

You will not have to pay an excess if:

- ▶ you make a claim for an incident that we are satisfied was not the fault of you or the person who has your permission to use your on-site caravan, touring caravan, annexe or trailer, and
  - you can provide the name and residential address of the person we agree is responsible, and

- the amount of the claim is more than the basic excess.

When determining the excess that will apply to your claim we may need to decide if you or someone else is responsible. To do this we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances. If we are unable to determine that someone else was responsible, the excess is payable.

- ▶ your touring caravan or trailer is attached to a motor vehicle you own and the motor vehicle and touring caravan or trailer suffer accidental damage in the same incident, and:
  - you have lodged a claim for your touring caravan or trailer under this Policy and we have agreed to pay this claim
  - your motor vehicle is comprehensively insured with us
  - you have lodged a claim under your Comprehensive Motor Vehicle Policy and paid any applicable excesses for this claim.

The No Claim Discount on your Comprehensive Motor Vehicle Policy and the No Claim Bonus Discount on your Touring Caravan or Trailer Policy may be affected.



## How we settle a claim

If we agree to pay your claim for loss or damage to your on-site caravan, touring caravan, annexe, contents or trailer, information on how we settle your claim is described in the following sections:

- ▶ Repairing your on-site caravan, touring caravan, annexe or trailer
- ▶ If your on-site caravan, touring caravan, annexe or trailer is a total loss
- ▶ Settling contents claims.

For examples of how we calculate claims if your on-site caravan, touring caravan, annexe or trailer can be repaired or is a total loss, please see the Claim payment example on page 40.

### Repairing your on-site caravan, touring caravan, annexe or trailer

If we agree to repair your on-site caravan, touring caravan, annexe or trailer:

#### we will:

- ▶ repair or replace that part of your on-site caravan, touring caravan, annexe or trailer which sustained loss or damage
- ▶ pay you the cost to repair or replace that part of your on-site caravan, touring caravan, annexe or trailer that sustained loss or damage.

#### Matching materials

If the repairs to your on-site caravan, touring caravan, trailer or annexe require materials to be matched:

#### however:

- ▶ we will not pay any additional costs for matching materials to create a uniform appearance
- ▶ we will make a fair and reasonable attempt to match the repairs to undamaged areas, using the closest match available.

If you are not satisfied with the closest match, you are able to:

- ▶ pay the extra cost of repairing undamaged areas to achieve a matching appearance, or
- ▶ we will pay you the cost to repair the damaged area.

### If your on-site caravan, touring caravan or trailer is a total loss

If we consider your on-site caravan, touring caravan or trailer to be a total loss:

#### we will:

- ▶ pay you the agreed value
- ▶ deduct from any amount we pay:
  - all applicable excesses
  - any unpaid premium
  - the unused portion of the registration and any applicable Compulsory Third Party Insurance premium that you are entitled to.

#### If we pay a total loss:

- ▶ your Policy comes to an end and no refund of premium is due to you
- ▶ your on-site caravan, touring caravan or trailer becomes our property unless we tell you otherwise.

## Settling contents claims

If you have an on-site caravan or touring caravan policy and you suffer loss or damage to contents:

### we will decide whether to:

- ▶ repair an item, or
- ▶ replace an item with the same or similar type and quality, or
- ▶ pay the cost to repair or replace the item, or
- ▶ provide store credits to replace an item from one of our nominated suppliers, or
- ▶ pay the contents agreed value or provide store credits from one of our nominated suppliers to the value of the contents agreed value.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

### however:

- ▶ in settling your contents claim we can nominate the repairer or supplier and the method of payment
- ▶ if we settle a contents claim the content(s) becomes our property unless:
  - the amount we paid for the item is less than its value, or
  - we decide you, or your family member can keep the item(s).

## If you are a business registered or required to be registered for GST purposes and entitled to an input tax credit

We will reduce any payment we make by an amount equal to your input tax credit entitlement. This applies to any amount we pay, including where we state that an amount will include GST.

Any payment we make to settle your claim will be considered to be made in full even if the amount we pay has been reduced as described above.

## Recovery actions

You agree that all of the provisions set out below under **Recovery action by us** and **Recovery action by you** apply where we cover you under the policy for some or all of the loss or damage you suffer in connection with an incident.

## Recovery action by us

We may, if we choose to, take steps to recover from someone else we consider responsible for the incident:

- ▶ some or all of the loss or damage we cover; and/or
- ▶ some or all of the loss or damage which we do not cover, whether or not it is covered by another insurer or you do not have cover for it.

We may take such recovery action:

- ▶ without your consent;
- ▶ using your name; and
- ▶ whether or not you have been, or have a right to be, fully compensated for all of your loss or damage by us or anybody else.

Examples of recovery action we may take include:

- ▶ conducting legal proceedings using your name, including as an applicant or plaintiff in representative or group proceedings (commonly known as class actions);
- ▶ conducting legal proceedings on your behalf as a member of representative or group proceedings;

- ▶ taking over the conduct of legal proceedings started by you or on your behalf, including as an applicant or plaintiff in representative or group proceedings;
- ▶ exercising any statutory or contractual rights, including rights to opt-out, that you have in or in connection with representative or group proceedings; and or
- ▶ entering into contracts in your name in relation to litigation funding or legal representation, including where entry into those agreements causes you to become a group member of representative or group proceedings.

We have in our discretion the right to decide upon the conduct and any settlement of any recovery action we take.

You agree we may exercise all the rights you have in connection with the loss or damage you have suffered in connection with the incident.

Of any amount recovered in recovery action we take, you agree we first keep the amount we have paid, or must pay, you under the policy plus any interest recovered on that amount and any administrative, recovery agent, funding

and legal costs we have incurred in taking the recovery action. We then pay you the amount of loss or damage you have suffered in connection with the incident for which you do not have any cover with us plus any interest recovered on that amount and costs you may have been required by us to contribute. Finally, we keep any remaining balance.

You must give us all the information and co-operation that we require to take the recovery action. We will only request information or co-operation that is required to enable us to pursue the recovery action and we will provide an explanation as to why they are needed.

You must not do anything which prejudices us in taking any recovery action without our written consent. For example, you must not:

- ▶ assign your rights to anyone else
- ▶ opt-out of any representative or group proceedings taken by us.

## Recovery action by you

You may only take recovery action with our prior written consent and on conditions which we in our discretion impose.

You must have proper regard for our interests in respect of loss or damage that we cover.

You must seek to recover the loss or damage we cover in addition to any other loss or damage you have suffered in connection with the incident.

Of any amount recovered in recovery action you take, you may first keep the amount of loss or damage you have suffered in connection with the incident and for which you do not have any cover with us plus any interest recovered on that amount and any administrative and legal costs you have incurred in taking the recovery action.

You then pay us the amount we have paid, or must pay, you under the policy plus interest recovered on that amount. Finally, you keep or pay any remaining balance in accordance with any other obligations you have.

You agree we may:

- ▶ take over the conduct of legal proceedings started by you or on your behalf, including where you are an applicant or plaintiff, or a group member, in representative or group proceedings; and
- ▶ require you to cease recovery action that you have commenced.

## Credit provider's rights

If you have borrowed money using your on-site caravan, touring caravan or trailer as security, you may be required to note the credit provider's interest in it.

This may also apply if you lease, or have a hire purchase agreement on your on-site caravan, touring caravan or trailer.

If this is the case, and the credit provider is listed on your current Certificate of Insurance, the cover you have chosen extends to them and the conditions and exclusions also apply to them.

### **we will:**

- ▶ consider your on-site caravan, touring caravan or trailer used as security to be under a finance arrangement
- ▶ if we decide to pay you the cost of repairs or the agreed value of your on-site caravan, touring caravan or trailer, pay the credit provider the lesser of:
  - where applicable, the agreed value listed on your Certificate of Insurance (less any applicable deductions)
  - where applicable, the cost of repairing your on-site caravan, touring caravan or trailer (less any applicable deductions)
  - the balance then owing to the credit provider under a finance arrangement
- ▶ if the credit provider is entitled to the salvage of the on-site caravan, touring caravan or trailer in the event of a claim, deduct the estimated salvage value of the on-site caravan, touring caravan or trailer from any amount that we pay.

### **however:**

- ▶ our ability to pay the claim may be affected if the credit provider fails to provide us with the information we require
- ▶ we will treat any statement, act, omission or claim by you as a statement, act, omission or claim by the credit provider
- ▶ if we pay the credit provider, we no longer have an obligation to you under the claim for the amount paid to them. We may try to recover the amount of that payment if someone else was at fault. We will do this in either your name or the credit provider's name.

# More about this Policy

## How we work out your premium

Your insurance premium is based on the likelihood of a claim being made on your Policy in the future. There are a number of factors we take into account in determining your premium.

### Discounts you may be eligible for

If you take out insurance with us you may be eligible for one or more of the following discounts:

- ▶ No Claim Bonus Discount
- ▶ Multi-Policy Discount
- ▶ Years of Membership Benefit.

We calculate the discounts that apply to your Policy before we tell you what your premium will be. Discounts we have applied will be listed on your current Certificate of Insurance. We may introduce new discounts from time to time.

For full details of how we work out your premium and the discounts you may be eligible for, please refer to our Caravan and Trailer Premium, Excess and Discounts Guide located at [racv.com.au/caravanped](http://racv.com.au/caravanped) or contact us on 13 RACV (13 7228).

### No Claim Bonus Discount

- ▶ Rewards you for a claim free record. Your No Claim Bonus level determines the No Claim Bonus Discount to be applied to your premium
- ▶ You may be eligible to protect your No Claim Bonus by paying an additional premium.

### Multi-Policy Discount

- ▶ Applies to your Caravan & Trailer Insurance policy if you hold two or more eligible RACV Insurance policies.

### Years of Membership Benefit

Is linked to the colour of your RACV membership card.

Please contact RACV if you have any questions in relation to your RACV membership card colour.

Any discounts applied will be listed on your current Certificate of Insurance. It is important you check your current Certificate of Insurance to ensure you are getting the discounts you are entitled to and that your personal information is accurate, complete and up-to-date.

## Paying your premium

It's important to pay your premium on time. This section outlines how you can pay your premium and what happens if you don't pay it.

### Payment options

You can pay your premium:

- ▶ annually in one lump sum, or
- ▶ in monthly instalments by direct debit from an account or credit card you nominate (if we offer this option to you).

Your current Certificate of Insurance shows the amount you need to pay and the due date for your annual premium or for each monthly instalment.

### What happens if you don't pay on time

When you take out insurance, you need to pay your annual premium or any instalments by the due date specified on your Certificate of Insurance.

An instalment is unpaid if it cannot be deducted from your nominated account or credit card.

If your premium is overdue, we will send you a notice outlining the overdue amount and when it needs to be paid.

If your premium remains unpaid after the time period specified in the notice we send, we will:

- ▶ cancel your Policy for non-payment, and
- ▶ refuse to pay any claim for an incident occurring after the cancellation date.

If you pay by instalment, we will send you a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If you need to make a claim when your Policy is overdue, and before your Policy has been cancelled for non-payment, we will require you to pay the overdue amount as part of the claim settlement process.

Alternatively, where the settlement method allows we can reduce the settlement payment by the overdue amount.



## Making changes to your Policy

If you or we want to make certain changes to your Policy, the following sections describe what you will need to do or what we will do:

- ▶ You want to make changes to your Policy - see this page
- ▶ You sell or give away your on-site caravan, touring caravan or trailer - see this page
- ▶ You change your on-site caravan, touring caravan or trailer - see this page
- ▶ You want to cancel your Policy - see page 32
- ▶ We want to cancel your Policy - see page 32
- ▶ We want to give you written notice - see page 33

If any refund amount owing to you is less than \$5, you agree to us donating this amount to charity, unless you tell us to pay that amount to you.

## You want to make changes to your Policy

If you want to make changes to your Policy:

### you need to:

- ▶ contact us first, and
- ▶ pay us any additional premium that applies to the change. You are required to pay the additional premium at the time the change is made. If we make the change before you pay any additional premium, then you must pay the additional premium by the date we tell you it is due or we may remove the change from your Policy. If we cannot remove the change and maintain cover, we may cancel your Policy.

### we will:

- ▶ make the change only if we agree
- ▶ issue you with a current Certificate of Insurance
- ▶ refund any amount owing to you.

## You sell or give away your on-site caravan, touring caravan or trailer

If you sell or give away your on-site caravan, touring caravan or trailer or part ownership of it, then your Policy comes to an end without any notice to you and you will not be covered.

### we will:

- ▶ deduct from the premium you paid an amount that covers the period that you have been insured for, and then we will pay you what is left of the premium.

## You change your on-site caravan, touring caravan or trailer

If you replace your on-site caravan, touring caravan or trailer with a similar one within 14 days of selling it or giving it away:

### we will:

- ▶ provide separate temporary cover for the replacement on-site caravan, touring caravan or trailer on the same terms and conditions as set out in your Policy, except that the cover will only be:
  - for a period of 14 days from the date of purchase, and
  - the agreed value will be the purchase price of the replacement on-site caravan, touring caravan or trailer
- ▶ cover the replacement on-site caravan, touring caravan or trailer under this Policy:
  - if within the 14 day temporary cover period you ask us to cover the replacement on-site caravan, touring caravan or trailer permanently and provide us full details, and
  - we agree to cover the replacement on-site caravan, touring caravan or trailer, and
  - you agree to pay us any additional premium we require.

## You want to cancel your Policy

If you want to cancel your Policy you must contact us first:

### we will:

- ▶ deduct from the premium you paid an amount that covers:
  - the period that you have been insured for, and then we will pay you what is left of the premium.

### however:

- ▶ if you are paying your premium by monthly instalments, you must pay us any monthly instalments due but unpaid. You authorise us to deduct these amounts by way of direct debit from the account or credit card you have previously nominated for monthly instalment deductions.

You may cancel your Policy and receive a full refund within the 21 day cooling-off period (see page 5 for details)

## We want to cancel your Policy

If we want to cancel your Policy:

### we will:

- ▶ provide you with written notice, if required
- ▶ refund your unused premium after deducting an amount that covers the period that you have been insured for.

### however:

- ▶ if you are paying your premium by monthly instalments, you must pay us any monthly instalments due but unpaid. You authorise us to deduct these amounts by way of direct debit from the account or credit card you have previously nominated for monthly instalment deductions.

## **We want to give you written notice**

If we need to provide you with any written notice regarding your Policy:

### **we will:**

- ▶ deliver it personally, or
- ▶ send it to your last known address, or
- ▶ deliver it by fax or electronically where it is permitted by law, or
- ▶ send you a link electronically through which you can access the notice where this is permitted to by law.

### **however:**

- ▶ it is important that you tell us of any change of postal address or electronic address (if applicable) as soon as possible.

## How to resolve a complaint or dispute

### 1 – Talk to a staff member

- ▶ If you have a complaint, the first thing to do is call 13 RACV (13 7228) or go into your local RACV Shop and talk to one of the staff
- ▶ If the staff member is unable to resolve the matter for you they will refer you to a manager.

If you are not satisfied with the response, you can go to step 2.

### 2 – Seek a review

- ▶ If the matter is still not resolved, the manager will refer you to the RACV Member Relations Department, who will arrange a review of your complaint.

If you are not satisfied with the response to your complaint, you can go to step 3.

### 3 – Seek an external review

- ▶ You are entitled to seek an external review of the decision. Information about the options available to you will be provided, including if appropriate, referring you to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

Call 13 RACV (13 7228) if you would like more information about the complaint and dispute resolution procedure.

## General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- ▶ to commit us to high standards of service
- ▶ to promote better, more-informed relations between us and you
- ▶ to maintain and promote trust and confidence in the general insurance industry

- ▶ to provide fair and effective mechanisms for resolving complaints you make about us, and
- ▶ to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### Our commitment to you:

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code or the Code Governance Committee.

## Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that we become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

## Privacy of your personal information

We and RACV Insurance value the privacy of personal information we and RACV Insurance collect about you.

We and RACV Insurance collect your personal information directly from you or through others including entities listed in our Privacy Policy and the RACV Privacy Charter (Policies). They include our and RACV Insurance's related entities, agents and distributors.

To get a free copy of the RACV Privacy Charter:

- ▶ Visit [racv.com.au](http://racv.com.au)
- ▶ Call 13 RACV (13 7228)
- ▶ Visit an RACV shop.

To get a free copy of our Privacy Policy: Visit [iag.com.au/master-privacy-policy](http://iag.com.au/master-privacy-policy)

## How we use your personal information

We and RACV Insurance and the parties listed in the Policies will use your personal information for the purposes it was collected for. That usually includes to provide you with assistance, and a product or service you requested. Your personal information may also be used for other purposes that are set out in the Policies. You may choose to not give your personal information. However, not giving your personal information may affect our and RACV Insurance's ability to provide you with a product or service.

## Further information

We and RACV Insurance may disclose your personal information to:

- ▶ related entities
- ▶ service providers — which includes some service providers that may be based overseas, and
- ▶ other parties as set out in the Policies.

The Policies provide more information about how we and RACV Insurance collect, from whom we and RACV Insurance collect and how we and RACV Insurance hold, use and disclose your personal

information. The Policies also provide information about how you can:

- ▶ access your personal information
- ▶ ask us and RACV Insurance to correct your personal information, and
- ▶ complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how we and RACV Insurance will deal with your complaint.

## Your consent

You agree to us and RACV Insurance collecting, holding, using and disclosing your personal information as set out in the Policies when you:

- ▶ provide us and RACV Insurance with your personal information, or
- ▶ apply for, use or renew any of our and RACV Insurance's products or services.

# Definitions

The following words have been given special meaning.

## accessory

any extra item fitted to your on-site caravan, touring caravan or trailer, whether by the manufacturer or not.

## act of terrorism

includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- ▶ involves violence against one or more persons
- ▶ involves damage to property
- ▶ endangers life other than that of the person committing the action
- ▶ creates a risk to health or safety of the public or a section of the public, or

- ▶ is designed to interfere with or to disrupt an electronic system.

## actions of the sea

means the movement of seawater and includes:

- ▶ high tides or king tides
- ▶ sea waves
- ▶ normal movement or changes in ocean levels actions of the sea does not include storm surge.

## agreed value

the amount we agree to insure your on-site caravan (including annexe if you have the Annexe cover option), touring caravan (including annexe if you have the Annexe cover option), contents or trailer. This amount is shown on your current Certificate of Insurance. The agreed value includes any applicable:

- ▶ GST
- ▶ registration and Compulsory Third Party (CTP) Insurance
- ▶ other on-road costs.

## annexe

an annexe and its fittings that attaches to your on-site caravan or touring caravan that is fully enclosed. It does not include a fixed rollout awning.

## camper-trailer

a low profile caravan with a wind-up roof and, most commonly, push-out bed sections at either end of the trailer.

## communicable disease

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- ▶ the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
- ▶ the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and
- ▶ the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## contents

those items owned by you or a family member that are:

- ▶ kept in your on-site caravan or touring caravan or annexe, and
- ▶ not permanently attached or fixed to the structure of your on-site caravan, touring caravan or annexe (except a canvas, vinyl or fabric annexe).

## de facto

a person living with another in what we determine to be a genuine domestic relationship.

## family member

only includes:

- ▶ your spouse (legal or de facto) who normally lives with you
- ▶ your children or spouse's children who normally live with you
- ▶ any members of your or your spouse's family who normally live with you.

## fittings

items that are fitted or permanently attached to or form part of your on-site caravan, touring caravan or trailer. They include items such as

- ▶ awnings
- ▶ refrigerators or ice chests
- ▶ stoves

- ▶ air conditioning
- ▶ beds and mattresses
- ▶ curtains and flyscreens
- ▶ gas cylinders
- ▶ hot water services
- ▶ showers, baths or toilets
- ▶ flyovers.

Fittings do not include:

- ▶ the annexe or its fittings.

The value of the fittings is included in the agreed value of your on-site caravan, touring caravan or trailer.

## flood

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

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

## flyover

a solid structure built over a caravan and/or annexe to provide protection from the elements. It is also known as a tropical roof, storm roof or hurricane roof.

## fusion

the burning out of an electric motor or its wiring as a result of the electric current in it. Fusion of electric motors is not covered by this Policy.

## incident

is a single occurrence, or a series of occurrences arising out of the one event.

## malicious act

an act done with intent and without your consent.

## modification

an alteration to the standard equipment on the on-site caravan, touring caravan or trailer which may affect its value, safety, or appearance.

## omission

a failure to act, including a failure to do or say something.

**on-site caravan**

the caravan shown on your current Certificate of Insurance including its:

- ▶ fittings (including any roll out awning)
- ▶ modifications, options and accessories that are attached to your on-site caravan

For the liability cover (see page 14), on-site caravan includes any annexe.

**option**

see accessory.

**pet**

a domestic animal not used for racing or commercial breeding purposes that is kept in your touring caravan, on-site caravan or on the site.

**policy period**

is the period shown on your current Certificate of Insurance.

**premium**

the total amount you pay for your insurance that includes applicable government taxes such as GST, and any duties or charges payable by you. It is shown on your current Certificate of Insurance. If you pay by monthly instalments, the premium is the total of the instalments you must pay for the full Policy period.

**rainwater run-off**

is rainwater that flows over normally dry ground due to excessive rainfall in your local area.

**site**

- ▶ the area of land you lease from a caravan park licensed by the relevant state or local government authority, or
  - ▶ the residential property, or
  - ▶ any other place agreed by us
- that is specified on your current Certificate of Insurance as the place where your on-site caravan is kept.

**standard equipment**

the equipment originally fitted to your on-site caravan, touring caravan or trailer at the time of manufacture. It does not include any modifications, options or accessories.

**storm**

means

- ▶ violent wind, cyclone or tornado
- ▶ hail, thunderstorm, rain or snow.

**storm surge**

is the increase in sea level that occurs because of an intense storm or cyclone.

**tent-trailer**

a box-style trailer with a permanently attached, fully enclosed tent section that folds out and is supported by poles.

**touring caravan**

the caravan shown on your current Certificate of Insurance including its:

- ▶ fittings (including any roll out awning)
  - ▶ modifications, options and accessories that are attached to your touring caravan
- For the liability cover (see page 14), touring caravan includes any annexe.

A touring caravan includes a camper-trailer or tent-trailer if shown on your current Certificate of Insurance.



## **trailer**

the trailer shown on your current Certificate of Insurance including its:

- ▶ fittings
- ▶ modifications, options and accessories that are attached to your trailer.

## **unable to live in your on-site caravan or touring caravan**

we will consider you will be unable to live in your on-site caravan or touring caravan if the loss or damage we agreed to cover has caused:

- ▶ significant damage requiring extensive repair, or
- ▶ an inability to use sleeping or bathroom or cooking facilities, or

for your on-site caravan only:

- ▶ significant interruption to water, gas, electricity, sewerage, heating or cooling connections.

## **us, we and our**

the product issuer, Insurance Manufacturers of Australia.

## **you**

all the people named as the insured on your current Certificate of Insurance. If more than one person is named as the insured, we will treat a statement, act, omission or claim by any one of those people as a statement, act, omission or claim by all those people.

## **100km or more from your home**

100 kilometres along trafficable roads from the place where the incident occurred to your home.

# Claim payment examples

These Claim payment examples show you how a claim settlement is calculated based upon some practical scenarios. Any claim settlement amount will depend upon the facts of each case.

## 1. Repairing your on-site caravan, touring caravan, annexe, contents or trailer – pages 7 and 8

We decide to repair your on-site caravan, touring caravan, annexe, contents or trailer and pay your repairer the cost of repairs.

The cost of repairs is \$1,000  
There is an excess of \$200  
You are not registered for GST

**you pay the \$200 excess to the repairer**

**we pay the repairer \$800  
(\$1,000 - \$200)**

## 2. Your on-site caravan, touring caravan or trailer is a total loss – page 7

We decide your on-site caravan, touring caravan or trailer is a total loss as the result of a fire.

The agreed value is \$10,000  
There is an excess of \$200  
You are entitled to a registration and CTP insurance premium refund of \$300  
You are not registered for GST

**We pay you \$9,500 (\$10,000-\$200-\$300)**

**You arrange your registration and CTP insurance refund of \$300**

**Your Policy comes to an end. Your on-site caravan, touring caravan or trailer becomes our property.**

## 3. New replacement on-site caravan, touring caravan or trailer – page 12

We decide your on-site caravan, touring caravan or trailer is a total loss. The on-site caravan, touring caravan or trailer was purchased new 2 months before the incident. The cost to us of a new replacement is \$15,000. There is an excess of \$200 and unpaid premium of \$150

**We pay to replace the on-site caravan, touring caravan or trailer - \$15,000.**

**You will pay us \$350 (\$200 + \$150)**

#### 4. Liability Cover – pages 14 and 15

We or a court decides that you are liable to pay \$5,000 for a property damage claim made by another person against you.

We have paid \$1,500 to our lawyers to defend the claim on your behalf. There is an excess of \$200

**We will pay the person who claimed against you \$5,000**

**We will pay our lawyers \$1,500**

**You must pay us \$200**

#### 5. Contents Cover – page 8

Your television is stolen. We decide to replace the television. The cost of the replacement is \$350. There is an excess of \$200

**We pay to replace the television \$350**

**You must pay us \$200**

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