



Caravan & Trailer Insurance

Product Disclosure Statement and Policy
Wording

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Product Disclosure Statement and policy wording

This is an important document that must be read carefully before making a decision in relation to this insurance (which is not compulsory).

It is the policy wording and is also a Product Disclosure Statement (PDS) under the Corporations Act 2001 (Cth) to the extent specified below.

The **Insurer**, Berkshire Hathaway Specialty Insurance Company, is responsible for the content of this PDS.

This PDS can help **You** to:

- decide whether this insurance will meet **Your** needs; and
- compare it with other products **You** may be considering.

See the “Words with special meanings” section page 19 for details of terms that have special meaning. In some cases, a word with special meaning may be defined in a specific part of the Policy.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account **Your** objectives, financial situation or needs. **You** need to decide if this insurance is right for **You** and **You** should carefully read this document and any other documents provided by **Us** in relation to this insurance before making any decision.

This Caravan Camping Trailer Insurance is principally designed for caravans or trailers used, or intended to be used, for touring and travel purposes **In Australia**. A Target Market Determination for this product can be obtained at www.newwavemarine.com or www.marinebind.com.

This insurance can provide cover which may or may not be provided to **You** as a retail client as defined under the Corporations Act 2001 (Cth) depending on the circumstances. Whilst this document is called a “Product Disclosure Statement”, only the parts of this document (and any other documents forming part of the **Policy**) that apply to cover provided to a retail client, will form the Product Disclosure Statement (PDS) for the purposes of the Corporations Act.

A Quick Overview of the Available Covers

By way of quick overview (refer to the **Policy for Terms**) this insurance covers **You** for:

- defined events such as **Accidental** loss of or **Damage, Theft** or vandalism or malicious **Damage** which happen to **Your Caravan or Trailer** while it is **In Australia** and during the **Period of Insurance**, (See Policy Section 1 for more details on page 24);
- **Accidental** loss of or **Damage** to **Your Camping Equipment, Contents, Personal Effects, Annexe, Recreational Equipment** and **Sports Equipment** which happens both during the **Period of Insurance** and **In Australia** and whilst they are carried in or used in conjunction with the use of **Your Caravan, Camping Equipment** and/or **Trailer** (See Policy Section 2 for more details on page 26).
- **You** and certain other specified persons' **Legal Liability** arising from an **Accident** involving **Your Caravan, Camping Equipment** and/or **Trailer** which occurs **In Australia** during the **Period of Insurance** and certain legal expenses in defending any court proceedings and costs of attendance at court arising from the **Legal Liability** claim incurred with **Our** prior written consent (See Policy Section 3 for more detail on page 28);
- specified bodily injuries **You** suffer as a direct and sole result of an **Accident** which occur **In Australia** during the **Period of Insurance** and in other specified circumstances (See Policy Section 4 for more details on page 30); and
- various specified costs and expenses **You** may incur following an event covered by **Us** under Policy Section 1 to **Your Caravan or Trailer**. Covers include "Emergency equipment replacement costs"; "Lost keys replacement costs"; Removal of wreck costs"; and "Transport and accommodation costs". (See Policy Section 5 for more details)

The availability of the above cover is subject to eligibility criteria and provided subject to the **Policy Terms** as explained in this document. **You** must read the **Policy** for full details of the cover.

IMPORTANT INFORMATION

<p>Who is insured?</p>	<p>We enter into the Policy with the person(s) or entity(ies) named in the Policy Schedule as the Insured (referred to as “You, “Your” or “Insured”).</p> <p>Certain persons or entities who are not You and are not contracting parties may be entitled to access cover by reason of the Insurance Contracts Act 1984 (Cth). See “Third party Interests” for more detail. No insurance is provided in relation to the interest of any persons other than You or a Third Party Beneficiary.</p>
<p>Who is insuring you (the insurer)?</p>	<p>The Insurer of this insurance product is Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA Liability is limited) ABN 84 600 643 034, AFS Licence No. 466713</p> <p>BHSI’s contact details are: GPO Box 650, Sydney NSW 2001</p> <p>Email: australia@bhspecialty.com</p> <p><u>(Referred to as “BHSI”, the “Insurer” and “We”, “Us” and “Our” in the Policy).</u></p>
<p>Who acts for the Insurer?</p>	<p>New Wave Marine is a Trading Name of Hiller Marine Pty Ltd ABN: 88 611 606 029 AFSL 553722 (Hiller Marine) and acts under an authority given by BHSI to arrange, enter into, vary and dispose of this insurance on BHSI’s behalf.</p> <p>This means that Hiller Marine will be acting as agent for BHSI, not for You.</p> <p>Hiller Marine’s contact details are: Level 14, 44 Market Street Sydney, NSW 2000 PO Box Q1402, QVB NSW 1230 Telephone: 1300 121 046</p>
<p>Obtaining information about this insurance and contacting us</p>	<p>If You are represented by an intermediary (e.g. a broker) You may wish to contact them in the first instance to see if they can help.</p> <p>We are only able to provide factual information or general advice about this insurance. We do not give advice on whether this insurance is appropriate for Your personal objectives, needs or financial situation.</p> <p>To contact Us please contact Hiller Marine in the first instance using their contact details above or on the back cover.</p> <p>If they are not able to assist You, contact Us using Our contact details above.</p>
<p>There are words with special meanings</p>	<p>Words and terms in bold (other than headings) are defined in the Words with Special Meanings section on page 19, unless expressly stated otherwise in the Policy.</p>

<p>What you need to do when making any disclosures and answering questions</p>	<p>You have a duty to take reasonable care not to make a misrepresentation to Us when applying for new business or to renew, extend, vary/change, replace or reinstate Your insurance. If You don't comply with the above obligation, We may be able to refuse to pay or reduce a claim You make and/or cancel the Policy, or treat it as if it never existed, subject to relevant law.</p> <p>Refer to the "Your duty to take reasonable care not to make a misrepresentation to Us" notice on page 10 for details.</p> <p>You also have obligations to notify Us of matters after the above duty ends during the term of the insurance. See in particular "Your Obligations" once the Policy has been issued" page 37 and "Policy Section 8 – Claims and Emergencies" page 41.</p>
<p>Some important things to understand about the cover</p>	<p>The standard cover We may provide is set out in the relevant cover section(s) starting page 24 (subject to eligibility and acceptance by Us). We may apply additional Terms that affect this cover if We agree this with You (where permitted by and subject to applicable law).</p> <p>The cover and what We pay can be affected by things such as (where applicable):</p> <ul style="list-style-type: none"> • exclusions which can restrict the cover; • compliance with any Terms or conditions We apply which impose obligations on covered persons; • limits (including monetary and time limits) We apply to the cover; • Excess(es) a covered person has to pay or bear in relation to a claim; • unpaid premium; and • recovery made in relation to the relevant loss. <p>The above are contained in this document and other documents forming the Policy.</p> <p>It is important to note that applicable law may restrict Our rights in certain circumstances. See "When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim" and "Cancelling Your Policy" for further information.</p> <p>You need to consider these things to see if the cover is right for you personally as We don't do this. You should seek advice to help You when needed. It is Your option whether to buy this insurance or not.</p>
<p>How we confirm cover is issued and our agreement with you</p>	<p>Where We agree to insure You, We confirm this by issuing a Policy Schedule. This contains details such as what or who We insure, what covers are provided and Your contact details. Some special Terms apply for renewals. See "Renewal Procedure" page 14.</p> <p>This document, the Policy Schedule and any endorsements We agree with You will apply (which might change the standard Terms of this document) form Your agreement or contract with Us, subject to applicable law. (the "Policy").</p> <p>You need to read them together and keep them in a safe place for future reference. These are the Terms on which We have agreed to provide insurance to You. Check they set out what You believe was agreed and that the information in them is accurate and up to date. If not, contact Us immediately using the contact details on the back cover as this may adversely affect rights to cover.</p>
<p>When does Your Policy and coverage start and end?</p>	<p>Your Policy is in existence for the Period of Insurance.</p> <p>All Occurrences or Accidents under all applicable cover sections must occur within the Period of Insurance. However, coverage under Your Policy or coverage for certain persons, events or property may start and end at different times depending on the circumstances (subject to other applicable Policy Terms and applicable law).</p>

<p>The need to review suitability of cover on an ongoing basis</p>	<p>You should review the suitability of cover on an ongoing basis. The appropriateness of the type of cover chosen and its Terms, limits and applicable excess(es) should be reviewed by You on a regular basis to ensure it remains appropriate (including on any variation or renewal) as We do not do this. If not, the cover may not be sufficient and You may have to bear any loss that is not covered. In other cases, You may be overinsured and pay more than You need to.</p> <p>Contact Us using the contact details on the back cover if You would like to request a change.</p>
<p>Make sure you comply with Your obligations under the Policy once it is issued</p>	<p>The Policy Terms impose obligations on You that You need to meet such as:</p> <ul style="list-style-type: none"> • notifying Us if certain things change – For example, if Your contact details or information provided to Us when You entered into the Policy change. See in particular “Your Obligations once the Policy has been issued” page 37 and “Policy Section 8 – Claims and Emergencies” page 41. • taking certain action when an event that gives rise or may give rise to a claim occurs. For example, notifying Us of this and taking reasonable care to mitigate any loss. See in particular “Policy Section 8 – Claims and Emergencies” page 41; • seeking Our consent before taking certain action. For example, before You incur legal costs You want Cover for under the Section 3 Legal Liability cover, seek to assign any benefits, rights or obligations under Your Policy or enter into any agreement, make any admissions or take any action or step with another party where You are assuming a greater liability than would apply had You not done so; or which prevents You (or Us) from taking a recovery action for damages, indemnity or contribution from that other party You would have been entitled to.
<p>What happens if you don't meet Your obligations or an exclusion or limitation applies</p>	<p>If You don't meet Your obligations under Your Policy Terms or an exclusion or limitation applies, We may refuse or reduce what We pay in relation to a claim and/or cancel Your Policy, subject to applicable law which may restrict Our rights in certain circumstances. The result can depend on the circumstances. See in particular, “When We Can Refuse to Pay or Reduce the Amount We Pay Under a Claim” and “Cancelling Your Policy” for further information.</p>
<p>Cooling off period and cancellation rights</p>	<p>You have cooling off rights that allow You to return the product for any reason within the cooling-off period see page 9</p> <p>You also have cancellation rights see page 38. We can cancel where permitted by law see page 43</p> <p>Make sure you understand the Premium refund Terms when the Policy is returned or cancelled as set out in these provisions.</p>
<p>Making a claim</p>	<p>If You want to make a claim under the Policy, contact Us using the contact details on the back cover.</p> <p>If you are represented by someone (e.g. a broker) speak with them in the first instance to see what assistance they can provide.</p> <p>Make sure you start by reading and complying with the claims conditions on page 41. If You don't, it may adversely affect Your rights to cover under the Policy and/or allow Us to cancel the Policy, subject to applicable law.</p>
<p>Complaints and Disputes</p>	<p>If you need to make a complaint see Complaints and Disputes Resolution on page 9.</p>

Premium	This is what you need to pay in return for Us issuing this insurance. We agree the Premium with You and how and when it must be paid before We issue the insurance. See Premium on page 10 for more details.
Impact of acts of other Insureds	Subject to applicable law, We treat any statement, act, omission, claim, request or direction (including a request to change or cancel Your Policy or make a claim payment) made by one Insured , as a statement, act, omission, request or direction by all Insureds , unless Your Policy or We expressly tell You otherwise. If You have a concern regarding any other Insured (e.g regarding a proposed change, cancellation or claim payment etc) You would like Us to consider please contact Us.
Vulnerable customers	We are committed to taking extra care with customers who experience vulnerability. A person's vulnerability may be due to a range of factors such as: age; disability; mental health conditions; physical health conditions; family violence; language barriers; literacy barriers; cultural background; Aboriginal or Torres Strait Islander status; remote location; or financial distress. We encourage any persons covered by the policy to tell Us about their vulnerability so that We can work with them to arrange support. Contact Us using the contact details on the back cover.
This is not all you need to know	This only provides some important information to be aware of. You must read the Policy for details of what Your and Our rights and obligations are under this insurance.

Consumer Insurance Contract Opt In Notice

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

Your duty to take reasonable care not to make a misrepresentation to us

What is the duty?

All persons who will be an **Insured** covered by the insurance (referred to as **You**) have a legal duty to take reasonable care not to make a misrepresentation to **Us** (i.e. the **Insurer**).

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. E.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

We will not treat something as a misrepresentation merely because **You** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question

Answering our questions

Answers to **Our** questions help **Us** decide whether to provide **You** with insurance and if so, on what **Terms**. The duty must be complied with when answering them.

When answering **Our** questions:

- take reasonable care to make sure **Your** answers are true, honest, up to date and complete in all respects. **You** may breach the duty if **You** answer without any care as to its truth or if **You** only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for **You**, **We** will treat their answers as **Yours**. In such a case **You** should check the questions have been answered correctly on **Your** behalf by them.

When does the duty apply until?

This duty applies until the time **We** agree to issue **You** with insurance for the first time. It also applies each time **You** apply to renew, extend, vary/change, replace or reinstate **Your** insurance, up until the time **We** agree to this.

If **you** have made a statement and this changes before the end of the above relevant time **You** must tell **Us** about this change before the time ends.

What happens if you breach the duty?

If **you** do not meet the duty, to the extent permitted by law, **We** may reject or not fully pay **Your** claim. **We** may also, or as an alternative, cancel **Your** insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by **You** without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How we determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether **You** have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by **Us**;
- how clear, and how specific, any questions asked by **Us** were;
- how clearly **We** communicated to **You** the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for **You**; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

We must also take account of any particular characteristics or circumstances about **You** which **We** were aware of, or ought reasonably to have been aware of.

If **We** believe the duty is breached, **We** will at least explain why, consider any response to the contrary and provide information on **Our** dispute resolution procedures if **We** can't agree.

Need more help?

If any question or guidance provided is not clear or **You** need additional assistance, **You** can contact **Your** intermediary in the first instance and/or contact **Us** using the contact details on the back cover.

Cooling off period and cancellation rights

You have a cooling off period of twenty-one (21) days from the date **We** first issue **Your Policy** and also on any renewal. During this period **You** can return **Your Policy** and receive a refund of **Your Premium**, provided **You** have not exercised any right or power under the Policy (e.g. made any claim) and these rights and powers have not ended.

We may deduct from **Your** refund amount any government taxes or duties **We** cannot recover.

In addition to **Your** cooling off period, **You** can cancel **Your Policy** at any time (See Cancellation Rights Under the **Policy** on page 38).

Your premium

Where **We** have agreed to issue cover, **We** do so in return for **you** paying or agreeing to pay **Us** the **Premium** which is the cost of the insurance.

The **Premium** and the time it needs to be paid by are specified in the **Policy Schedule**.

It depends on a number of factors (and can change on renewal) such as:

- **Your** risk profile which includes where **Your Caravan** or **Trailer** is situated, the **Caravan** or **Trailer** being insured, the type and amount of cover **You** get, who is covered, the relevant claims experience of those covered;
- any applicable limits of liability, if more than one option is made available;
- any applicable discounts;
- any compulsory government charges and any applicable fire or Emergency services levy;
- any applicable **Excess(es)**;
- other charges **You** are told by **Us** of; and
- other factors that **We** consider relevant to the likelihood of a claim being made on **Your Policy**.

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

When we can refuse to pay or reduce the amount we pay under a claim

We may refuse to pay or reduce the amount **We** pay under a claim to the extent permitted by applicable law.

The situations in which **We** may refuse to pay or reduce the amount **We** pay under a claim under the **Policy** include (but are not limited to):

- when **You** apply for cover (this includes new business, variations and renewals) and **You** have made a misrepresentation in breach of the duty to take reasonable care not to make a misrepresentation to **Us** under the Insurance Contracts Act 1984 (Cth) (Refer to the “**Your** duty to take reasonable care not to make a misrepresentation to **Us**” notice on page 10 for details); or
- if **You** do not comply with or meet a **Term** or condition (including where an exclusion applies or other limitation) of the **Policy** (All referred to as “**Terms**” when used below) – See If **You** Do Not Comply With or Meet any **Policy Term** below for more detail;
- if **You** make a fraudulent claim – See Fraudulent Claims below;
- where **You** have not or are not acting in accordance with **Your** duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – See Duty of Utmost Good Faith below.

We also have cancellation rights in the above circumstances. See Cancellation clause page 38 for more detail. Subject to applicable law, the amount of any claim entitlement can also be affected and/or reduced by other things, including any limits (monetary or time limits) or **Excess(es)** that apply and recoveries **You** or **We** might make relevant to a loss. The **Policy** sets out the relevant limits and **Excess(es)** and when they apply to a claim.

See ‘Our rights regarding the operation of or breach of a term of Your Policy’ for more detail.

Our rights regarding the operation of or breach of a term of your policy

We will only rely on any rights **We** have regarding the operation of or breach of a term of **Your** Policy to the extent permitted by applicable law (including **Our** right to refuse or reduce a claim noted above). The law can be

complex, and **We** provide a high-level summary below of some key examples on how the Insurance Contracts Act 1984 (Cth) may affect matters. To the extent of any inconsistency the Act will prevail.

Other laws can apply beyond the Act such as the Corporations Act 2001 (Cth) and the Australian Securities and Investment Commission Act 2001 (Cth) and **You** need to seek **Your** own advice regarding all relevant legal rights **You** may have.

Terms allowing us to refuse to pay or reduce a claim (in whole or part) by reason of an act by you or some other person that occurred after the policy was entered into

Under section 54 of the Insurance Contracts Act 1984 (Cth), where the effect of the Policy (this includes all Terms or conditions, including any exclusion or other limitation) is to allow **Us** to refuse to pay or reduce a claim (in whole or part) by reason of an act by **You** or some other person that occurred after the Policy was entered into, **Our** rights to refuse to pay a claim in whole or part may be limited. For example, in certain circumstances set out in that section, **We** are only able to reduce **Our** liability by an amount that fairly represents the extent to which **Our** interests were prejudiced as a result of the act. An “act” by **You** or some other person includes an omission and inaction and an act or omission that has the effect of altering the state or condition of the subject-matter of **Your** policy or of allowing the state or condition of that subject-matter to alter. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Terms allowing us to refuse to pay or reduce a claim because of pre-existing defects or imperfections existing before the policy was entered into

Only where section 46 of the Insurance Contracts Act 1984 (Cth) is applicable to the **Policy**:

- where a claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection in a thing; and
- at the time when the contract was entered into **You** were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

We may not rely on any provision included in the **Policy** that has the effect of limiting or excluding **Our** liability under the contract by reference to the condition, at a time before the **Policy** was entered into, of the thing. This does not apply if the **Policy** is in an excluded class to which section 46 does not apply. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Fraudulent claims

In all cases, where a claim is made fraudulently under:

- the **Policy**; or
- the Insurance Contracts Act against **Us** by a person who is not the **Insured**,

We may refuse payment of the claim to the extent permitted by applicable law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order **Us** to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances. (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Duty of utmost good faith

The following can also (where applicable) affect **Our** and **Your** rights regarding the operation of, reliance on, or breach of a **Term** of the **Policy**:

- Section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to the **Policy** to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith. The

obligation also extends to third party beneficiaries as defined in the Act but only applies to them after the contract is entered into.

- Section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to the **Policy** on a provision of the **Policy** would be to fail to act with the utmost good faith, the party may not rely on the provision.

(Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Terms apply to extent enforceable

A **Term** (or part of a **Term**) of the **Policy** will be applied to the extent is not unenforceable under applicable law.

Renewal procedure

Before the end of **Your Period of Insurance** **We** will send **You** a notice advising if **We** are prepared to negotiate or offer to renew this insurance and if so on what **Terms**, including the cost.

If **We** offer **You** a renewal:

- We'll set out the renewal terms, which may differ from the current **Policy Terms** e.g regarding premium, **Excesses**, limits and cover options etc along with information relevant to **You**.
- **You** must check that the proposed terms are appropriate for **You** and that the information remains up to date and is accurate. If they are not, **You** must tell **Us** before the renewal date by using the contact details on the back cover and **We** will consider this new information and whether the renewal offer can still be made and what changes may be required to the proposed renewal terms, including premium.
- If **Your** premium is payable annually and no changes are required, **You** simply need to pay the annual renewal premium due by the renewal date to accept **Our** renewal offer and ensure **You** have cover from this date.
- Each renewal is a separate **Policy**, not an extension of the prior **Policy** and the cooling off period applies on each renewal.
- This document (together with any amendments, updates, or endorsements to it that **We** agree with **You** in writing or which apply where permitted by applicable law) will also apply for any offer of renewal **We** make, unless **We** tell **You** otherwise.

We are not obliged to offer renewal terms. If **We** aren't offering renewal, **We** will tell **You** this and advise **You** of the time and day **Your Policy** will expire.

Limits on assigning your rights

You cannot assign any benefits, rights or obligations under **Your Policy** unless **You** have **Our** written consent to do so (such consent not to be unreasonably withheld).

Your and Our Representatives

If **You** want to appoint a representative to act on **Your** behalf **You** must provide **Us** with reasonable details, including the authority **You** wish to provide to them but **We** need to consent (such consent not to unreasonably be withheld).

If someone is acting as **Our** representative and not **Yours**, **We** require them to tell **You** this.

Remuneration may be paid by **Us** to **Our** representatives and referrers and in some cases to **Your** representatives who arrange insurance for **You**. **You** can ask **Us** and them for details.

Privacy Statement

In this Privacy Statement the use of “**We**”, “**Our**” or “**Us**” means [BHSI](#), Hiller Marine and SURA unless specified otherwise.

In this Privacy Statement the use of personal information includes sensitive information.

We are committed to protecting the privacy of the personal information that **you** provide to **Us**.

The Privacy Act 1988 contains the Australian Privacy Principles which require **Us** to tell **you** that **We** collect, handle, store and disclose **Your** personal and sensitive information for the specific purpose of:

- deciding whether to issue a **Policy**,
- determining the **Terms** and conditions of **Your Policy**,
- compiling data to help develop and identify other products and services that may interest clients, and handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given **Us** **Your** consent to collect, use and disclose **Your** personal information in order to provide **You** with the relevant services and/or products.

When **You** give **Us** personal information about other individuals, **We** rely on **You** to have made or make the individual aware that **you** will or may provide their personal information to **Us** and the types of other parties and service providers **We** may provide it to, the relevant purposes **We** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **You** must tell **Us** before **You** provide the relevant personal information to **Us**.

We will protect **Your** information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that **We** use are firewalls and data encryption, physical access controls to **Our** data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom **We** believe are necessary to assist **Us** and them in providing the relevant services and/or products. For example, in handling claims, **We** may have to disclose **Your** personal information to other parties and service providers such as **Our** claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** will limit the use and disclosure of any personal information provided by **Us** to them to the specific purpose for which **We** supplied it.

We may disclose **Your** personal information to **Our** insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities **We** provide to **you**. When **We** transfer **Your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **We** will protect the information as described in this Privacy Policy.

If **You** do not provide the personal information requested and/or do not provide **Us** with **Your** consent to the use and disclosure of **Your** personal information as set out in this Privacy Statement, **Your** insurance application may not be accepted, or **We** may not be able to administer **Your Policy**, or **you** may be in breach of **Your** duty to take reasonable care not to make a misrepresentation, the consequences of which are set out under the heading **Your Duty To Take Reasonable Care Not To Make A Misrepresentation To Us** in this document.

We will notify **you** as soon as possible if **Your** personal information is involved in a data breach that is likely to result in serious harm to **You**.

If **you** would like a copy of **Our** Privacy Policies, would like to seek access to or correct **Your** personal information, opt out of receiving materials **We** send, complain about a breach of **Our** privacy or **You** have any query on how **Your** personal information is collected, stored or Used, or any other query relating to **Our** handling of **Your** personal information, please contact **Us** using the contact details on the back cover.

Third party Interests

You (the Insured) and **We** are the only parties to the **Policy**. No insurance is provided in relation to the interest of any persons not specified as being entitled to access a benefit under the **Policy**.

The benefit of the cover under the **Policy** is extended automatically to **Third Party Beneficiaries** (see “Words with special meanings” section). Access to cover only applies from the time they become a **Third Party Beneficiary** and ends when they are no longer a **Third Party Beneficiary**.

They are not contracting parties and only access the benefit of cover by reason of the operation of section 48 of the Insurance Contracts Act 1984 (Cth). Nothing in the **Policy** is intended to give any such persons any right to enforce any term of this **Policy** which that person would not have had but for the Insurance Contracts Act 1984 (Cth).

Access to cover only applies from the time they become a Third Party Beneficiary and ends when they are no longer a Third Party Beneficiary.

Any person entitled to any benefit under the **Policy** that is not **You**:

- has, in relation to their claim, the same obligations to **Us** as they would have if they were **You**;
- and may discharge **Your** obligations in relation to the loss or damage.

We also have the same defences to an action by such persons as **We** would have in an action by **You**, including but not limited to, defences relating to **Your** conduct (whether the conduct occurred before or after the **Policy** was entered into).

Such persons have no right to cancel or vary the **Policy** or its cover – only **You** (as the contracting party) and **We** can do this. If **We** cancel or vary the **Policy** or its cover, **We** do not need to obtain any such person’s consent to do so.

We also do not provide any notices in relation to this insurance to such persons as they are not a contracting party to the **Policy**. **We** only send notices to **You** whom **We** have contractual obligations to under the **Policy** in accordance with the “Notices” clause of the **Policy** on page 18.

Neither **We** nor **You** hold anything on trust for, or for the benefit or on behalf of any such persons under or in relation to this insurance arrangement. **You** do not act on **Our** behalf in relation to this insurance and are not authorised by **Us** to provide any financial product advice, recommendations or opinions about this insurance.

Any such person needs to read this document and other documents forming the **Policy** carefully to properly understand the benefits they have access to as non-contracting parties. The insurance cover is subject to the terms, conditions, limitations and exclusions of the **Policy**.

Any person who may be entitled to a benefit under the **Policy** should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by **Us** or **Our** representatives that the benefits are appropriate or useful for any person's needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry. For further information on the Code, please visit www.codeofpractice.com.au, visit **Our** website or contact **Us** using the contact details on the back cover.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. Further information about the Code Governance Committee (CGC) is available at <https://insurancecode.org.au/>

Complaints and Disputes Resolution Process

Our complaints process

We view seriously any complaint made about **Our** products or services and will deal with it promptly and fairly.

If **You** have a complaint please first try to resolve it by contacting the relevant member of **Our** staff, or **Our** Internal Disputes Resolution Officer by email at complaints.australia@bhspecialty.com or by writing to **Us** at the address for **Us** given above. They will seek to resolve the matter in accordance with the General Insurance Code of Practice and **Our** Dispute Resolution procedures.

If **You** are not satisfied with the final decision, or a final decision has not been provided to **You** within 30 calendar days of the date on which **You** first made the complaint, **You** may contact the Australian Financial Complaints Authority (**AFCA**) if not already done. See below for more details on AFCA.

You can contact **Us** using the contact details on the back cover if **You** want more information on **Our** procedures.

AFCA

A complaint can be referred to AFCA at any time, subject to its rules. The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where **We** have been unable to satisfy **Your** concerns, subject the complaint falling within its rules.

AFCA only considers complaints (otherwise covered by its rules) referred to it within 2 years of **Our** final decision, unless AFCA considers special circumstances apply. If AFCA tells **You** that under its rules it cannot assist **You** or consider **Your** dispute, then **You** can seek independent legal advice. **You** can also seek to access any other external dispute resolution or other options that may be available to **You**.

For further details **You** can visit their website at www.afca.org.au or contact them:

Australian Financial Complaints Authority

PO Box 3

Melbourne, VIC, 3001

Telephone: 1800 931 678

Email: info@afca.org.au

Financial Claims Scheme

In the unlikely event BHSI were to become insolvent and could not meet its obligations under the **Policy**, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

Phoning for More Assistance and Confirmation of Transactions

If **You** need to clarify any of the information contained in this PDS or **Your Policy** documents, or **You** have any other queries regarding **Your** insurance **Policy**, please use the contact details on the back cover.

If **You** do not have the confirmation of transaction details required by section 1017F of the Corporations Act 2001 (Cth) in relation to the **Policy**, it is a **Policy Term** that such information will be provided via **Our** confirmation facility which is available by contacting **Us** using the contact details on the back cover.

Notices

Any communications to **Us**, including notices as provided for or required under the **Policy**, must be sent to Hiller Marine, whose contact details are on the back cover.

We will send all information in relation to the **Policy** to **You** or **Your** nominated representative and address specified on the **Policy Schedule (Insured)** until **We** receive written notice to the contrary from **You**.

Where **We** send the information to an email address provided for this purpose, any information sent by email will be considered to have been received 24 hours from the time the email leaves **Our** server.

It is **Your** responsibility to make sure that both the email and mailing address **You** have provided **Us** are up to date. This means **You** need to let **Us** know if **You** change **Your** email or mailing address as soon as reasonably possible.

Updating this PDS

We may need to update the PDS from time to time if certain changes occur when required and permitted by law. **We** will issue **you** with a new PDS or a supplementary PDS or other compliant document (for example **Policy Schedules**, and/or endorsements) to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance **We** may issue **You** with notice of this information in other forms or keep an internal record of such changes. An electronic copy made available without charge by contacting **Us** using the contact details on the back cover.

WORDS WITH SPECIAL MEANINGS

The following key words and terms used in the **Policy** which appear in **bold** (other than in headings) have a special meaning that appears below. Other words may be specially defined to have a meaning when used in relation to a **Policy** section, **Term** or condition. Where such a term is defined, its other defined grammatical forms have a corresponding meaning.

Accident or Accidental means a sudden, violent, external, unusual and identifiable specific **Occurrence** which is unexpected and unintended by **You**.

Actual Total Loss is a loss that occurs when **Your Caravan or Trailer** is destroyed or **Damaged** to such an extent that it can be neither recovered nor repaired for further use or is irretrievably lost. If **Your Caravan or Trailer** has been subject to **Confiscation by Government Authority**, it shall be deemed an **Actual Total Loss**.

Agreed Value means the value of **Your Caravan or Trailer** specified as the **Total Sum Insured** in the **Policy Schedule**. The **Agreed Value** does not include registration and other on road costs beyond purchase price. The **Agreed Value** may not exceed the purchase price for the **Caravan or Trailer** by more than 15%, unless **You** informed **Us** of the purchase price paid by **You** before the **Policy** commenced, and **We** have agreed explicitly otherwise.

Annexe means the structure attached to **Your Caravan or Trailer** (for example an awning) to provide additional accommodation or shelter, and which forms part of the standard original manufacturer's equipment manufactured with or for the **Caravan or Trailer**. It includes the fold out section of a **Camper Trailer** where **You** have included its **Market Value** in the **Total Sum Insured** shown on the **Policy Schedule**.

Burglary means **Theft** following violent and forcible entry into or exit from the locked cabin or a lockable part of **Your Caravan or Trailer** or a building where the **Caravan or Trailer** is stored, and which is reported to the Police.

Camper Trailer means a box type **Trailer** that is registered for use on public roads with permanently attached tents that fold out and are supported by poles.

Camping Equipment means the property belonging to **You** and **Your Family** normally carried in or used in conjunction with the use of **Your Caravan or Trailer**, including a tent, awnings, supporting poles, fastening pegs and attachments, cooking equipment and utensils, eskies, wine coolers and camping tools.

Caravan means the caravan specified in the **Policy Schedule** which is also a **Roadworthy** towed vehicle which is registered, and which is in a condition that complies with registration requirements, and is designed to be towed by a **Motor Vehicle**.

It includes the specified caravan's:

- body;
- wheels, brakes and lights;
- permanent fixtures, **Fittings**, furniture, furnishings, and bottled gas equipment contained in or it which would normally be sold with it;
- **Annexe** or canvas awning which is securely attached to it at the time of loss or **Damage**;
- **Equipment and Accessories**;
- standard tools, modifications, options and accessories as supplied by the manufacturer; and
- fitted or non-standard extras, modifications and accessories which **You** have submitted to **Us** details of and which **We** have accepted.

It does not include:

- a **Caravan** permanently on site or which is used as a permanent residence, or
- a **Motor Vehicle**.

Confiscation by Government Authority means confiscation by a government authority for longer than 3 months, provided the confiscation was not in any way connected with the actions or omissions of **You**, **Your Family** or anyone **You** have permitted to use the **Caravan** or **Trailer**.

Contents means furniture, bedding, utensils, crockery, provisions, household goods, clothing, and **Personal Effects** which:

- are carried in **Your Caravan** or **Trailer**; and
- belong to **You** or **Your Family** or for which **You** or **Your Family** are legally responsible.

Constructive Total Loss means the estimated cost as submitted to and approved by **Us** for repairing **Your Caravan** or **Trailer** exceeds the **Total Sum Insured**.

Damage means any form of physical damage but does not include wear and tear or any condition or fault that was present before the **Policy** came into force.

Depreciation means loss in **Market Value**.

Due Diligence means:

- maintaining and using **Your Caravan** or **Trailer** or its **Equipment and Accessories**, in good condition and in accordance with manufacturers' specifications and recommendations, and take prudent measures to protect **Your Caravan** or **Trailer** and keep it **Roadworthy** at all times;
- ensuring that cooking, gas and other appliances are maintained and serviced in accordance with regulations and manufacturers specifications and recommendations;
- only allowing **Your Caravan** or **Trailer** to be used or operated by persons who **You** know are suitably experienced, adequately licensed and qualified under applicable law and are aware of, and adhere to, road vehicle regulations and practice safe driving when towing **Your Caravan** or **Trailer**; and verifying when **Your Caravan** or **Trailer** is being towed, that the towing vehicle complies with the regulations, specifications or standards required for towing **Your Caravan** or **Trailer** taking into account **Your Caravan** or **Trailer's** weight and dimensions and ensuring the tow bar, wheels and brakes remain in good order – such compliance includes being inspected at intervals as required by the relevant authorities.

Endorsement means any variation to the terms and conditions of **Your Policy** issued by **Us** and agreed to by **You**. Any such endorsement forms part of **Your Policy** from the time specified and subject to its **Terms** (except to the extent expressly stated otherwise) and should be read in conjunction with the other documents that form **Your Policy**.

Equipment and Accessories means equipment and accessories installed or carried in accordance with statutory requirements and any other equipment intended for use of or with **Your Caravan** or **Trailer**. It includes "Equipment and Accessories" specified as such in the **Policy Schedule**. It excludes **Personal Effects** and jewellery and watches.

Excess means the first amount of each and every claim which must be paid or borne by **You**. When **You** apply for cover, and before the **Policy** is entered into, **We** will tell **you** the amount of any **Excess** payable and it will also be stated in the **Policy Schedule** or in the **Policy** wording. There may be more than one **Excess** applicable to any one claim, depending on the **Accident** or **Occurrence**. No **Excess** will apply to a claim for **Actual Total Loss** or **Constructive Total Loss** of **Your Caravan** or **Trailer**.

Family means **Your** spouse or domestic partner and the children, parents or other relatives of **You** and **Your** spouse or domestic partner who live permanently with **You**. These people are covered as Third Party Beneficiaries where specified as entitled to the benefit of cover.

Fittings means items fitted permanently to or that form part of **Your Caravan** or **Trailer** including fridges, stoves, air conditioners beds mattresses and gas cylinders.

In Australia means Mainland Australia, Tasmania and islands forming part of the territory of Australia.

Insured Property means property that is specified as property of a type covered under a cover section of this **Policy** and which is the subject matter of this **Policy**.

Legal Liability means the legal liability to pay compensation as determined by law

Licence means a current driver or other licence or permit legally required to drive a vehicle used to tow or drive **Your Caravan** or **Trailer**.

Market Value means the reasonable sale value of the item of **Insured Property** immediately prior to the loss or **Damage**, taking into account the age, make, model and condition of the item. **We** may use recognised industry publications to assist **Us** in calculating the amount. It excludes costs and charges for registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees. In the event of dispute over the **Market Value**, an expert opinion of a valuer, surveyor, repairer (if applicable) or other suitable expert shall be engaged to offer an opinion at the **Insurer's** cost.

Mechanical or Electrical Breakdown means the failure or breakage of, or the inability to operate, any component or accessory, including any **Motor**, engine or transmission, any mechanical or electrical or electronic or alarm system, and includes any **Damage** this causes to the rest of those systems.

Motor means motor in a household electrical machine or appliance, but only if the electrical machine or appliance forms part of **Your Caravan** or **Trailer** or a **Content** item.

Motor Vehicle means any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.

Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions which results in loss or **Damage** neither expected nor intended by **you**. An **Occurrence** may or may not give rise to a payable claim. All events consequent on or attributable to one source or original cause are deemed to comprise one **Occurrence**.

Period of Insurance means the time during which **Your Policy** with **Us** is in existence. It starts from the beginning of the "period of insurance" specified in the **Policy Schedule** and finishes from the end of that period of insurance, unless ending earlier in accordance with its **Terms** or relevant law. Each renewal results in a new contract and new **Period of Insurance**.

However, in relation to any claim made in relation to property or by a person that was not covered as at the start of the "period of insurance" specified in the **Policy Schedule**, the **Period of Insurance** is deemed to start for such property or person (as applicable) only from the time the property or person (as applicable) is covered under the **Policy** and ends from the earlier of the time they are no longer covered under the **Policy** and the end of the **Period of Insurance** specified in the **Policy Schedule**.

Personal Effects means only the following personal items belonging to **You** or **Your Family** using the **Caravan**, **Camping Equipment** and/or **Trailer**, being clothing, binoculars, mobile phones, prescription glasses and sunglasses, waterproof gear, bags, shoes, wallets or purses (excluding cash and credit cards), toiletry articles, hats or caps, keys or pens, portable radios, MP3 players and compact disc players.

Policy means **Our** contract with **You** in relation to this insurance. It includes this policy wording and PDS, the **Policy Schedule** and any **Endorsement(s)** or other documents **We** agree with **You** will apply (which might amend the standard terms of this document), except to the extent expressly stated otherwise and subject to relevant law.

Policy Schedule means the applicable **Policy Schedule** **We** have provided to **You** which specifies important information such as the **Policy** number, navigation limits, details of the **Caravan** or **Trailer**, **Total Sum Insured** and any **Excess(es)** payable.

Premium means the amount **You** agree to pay for the insurance provided by the **Policy** as specified in the **Policy Schedule** or any **Endorsement**.

Recreational Equipment and Sports Equipment means equipment, used by **You** or **Your Family** for sporting or recreational purposes when using **Your Caravan, Camping Equipment** and/or **Trailer**, such as fishing gear, paddle boards or inflatable toys.

Roadworthy means **Your Caravan** or **Trailer** is in a good condition, well maintained, suitable, capable and properly equipped for use in on normal road or off-road conditions and is reasonably fit in all respects to operate safely and efficiently for its designed purpose. This includes:

- **Your Caravan** or **Trailer** is designed for the above conditions;
- all mandatory fire and safety equipment kept in or on **Your Caravan** or **Trailer** is kept in a good condition; and
- all other parts of **Your Caravan** or **Trailer** (e.g. brakes, signal lights and wheels) are kept in a good condition, good working-order and well maintained; and
- **You** have taken all reasonable measures to ensure that **Your Caravan** or **Trailer** is able to meet minimum braking standards as required by law.

Term(s) means any term, condition, provision or exclusion or limitation (including limitation based on a period of time or monetary amount).

Theft means the forcible taking and permanent deprivation of **Your Caravan, Equipment and Accessories, Camping Equipment** &/or **Trailer**, or other items that are covered by the **Policy**, without **Your** knowledge, consent or agreement, provided **You** have taken appropriate steps to secure **Your Caravan** or **Trailer**.

Third Party means parties or persons who are neither **You**, **Your Family** nor **Us**.

Third Party Beneficiary means persons who are not contracting parties to the **Policy** but to whom the benefit of cover is extended by reason of Section 48 of the Insurance Contracts Act 1984) (Cth) that:

- are listed in the **Policy Schedule** as “third party beneficiaries”;
- are otherwise expressly specified in the policy as a person or type of person to which the benefit of cover is extended,

unless otherwise expressly excluded, but only to the extent of their interest and coverage specified. See “Third Party Interests” clause for details on their rights and obligations.

Total Sum Insured means the maximum amount **We** agree to insure **Your Caravan** or **Trailer** up to and is the total value for the **Caravan** or **Trailer** including their **Equipment and Accessories** and **Annexe**, whether individual sums insured are specified for these items or not.

Trailer means the “Trailer” specified in the **Policy Schedule** which is also a **Roadworthy** towed vehicle which is registered, and which is in a condition that complies with registration requirements and designed to be towed by a **Motor Vehicle**. It includes the specified trailer’s:

- body
- wheels, brakes and lights

- permanent fixtures, **Fittings**, furniture, furnishings, and bottled gas equipment contained in or on **it** which would normally be sold with it;
- **Equipment and Accessories**;
- **Annexe** or canvas awning which is securely attached it at the time of loss or **Damage**;
- standard tools, modifications, options and accessories as supplied by the manufacturer; and
- fitted or non-standard extras, modifications and accessories which **You** have submitted to **Us** details of and which **We** have accepted.

It does not include:

- a trailer permanently on site or which is used as a permanent residence;
- a motorised trailer, campervan, or motorhome; or
- a trailer or **Camping Equipment** used for commercial purposes including, but not limited to, use for hire, reward or in connection with any company or business.

We or Our or Us or Insurer means Berkshire Hathaway Specialty Insurance Company (Inc. in Nebraska, USA. Liability is Limited) ABN 84 600 643 034 AFSL 466713, acting through its agent New Wave.

You or Your or Insured means the person(s) or entity(ies) named in the **Policy Schedule** as the **Insured**.

POLICY SECTION 1 – Cover for your caravan or trailer

The following cover described below in this Section is subject to the operation of the other applicable terms and conditions (including limits, excess and exclusions) of the Policy. Where an exclusion applies or a term or condition is not met, we may refuse or reduce what we pay in relation to a claim and/or cancel your Policy, subject to applicable law. See in particular, “**We may refuse or reduce a claim or cancel the Policy**” on page 43 and “Cancellation” on page 38 for further information.

1. What you are covered for

We will insure You for any of the following events which happen to **Your Caravan or Trailer** while it is In **Australia** and during the **Period of Insurance**:

- **Accidental loss of or Damage;**
- **Theft;**
- **Vandalism or malicious Damage;**
- **Confiscation by Government Authority;** or
- **Damage** caused by any government authority in order to prevent or minimise a pollution or fire hazard or threat of such a hazard, provided this has not resulted from a lack of **Due Diligence** by **You**.

However, **We** will only provide the above cover for **Your Equipment and Accessories** whilst they are carried in or used in conjunction with **Your Caravan or Trailer In Australia**, and whilst:

- **Your Caravan or Trailer** is in use;
- **Your Caravan or Trailer** is left unattended, provided the **Equipment and Accessories** are locked in **Your Caravan or Trailer**; or
- whilst temporarily removed from **Your Caravan or Trailer**:
 - for the purpose of repair including while being taken to or from repair or storage; or
 - for storage in securely locked premises.

2. What we will pay

2.1 For an actual total loss or constructive total loss

Where **We** agree to pay a claim under 1. What You Are Covered For above and **Your Caravan or Trailer** is an **Actual Total Loss** or **Constructive Total Loss**, **We** will pay **You** the **Agreed Value** of **Your Caravan or Trailer**.

If **We** pay **You** as above **You** agree that **We** are entitled (but not obliged) to take ownership the **Caravan or Trailer** or remaining parts or wreckage and keep the proceeds of any salvage sale.

If **We** pay a claim for **Actual Total Loss** or **Constructive Total Loss**, this **Policy** ends.

2.2 For partial loss or damage

Where **We** agree to pay a claim under 1. What You Are Covered For above and **Your Caravan or Trailer** is not an **Actual Total Loss** or **Constructive Total Loss**, **We** will at **Our** option (acting reasonably) repair or replace the item(s) involved, or pay **You** the reasonable cost of repairing or replacing the item(s) but this will never be more than the **Agreed Value** of the item.

2.3 Annexe

You can make a claim for **Your Annexe** under either Section 1 or Section 2 of the **Policy**, but not both Sections.

3. What you will contribute

3.1 Your Excess

You must bear or pay any Excess(es) stated on the **Policy Schedule** as applicable to Policy Section 1. Any Excess(es) will apply to each and every claim under Policy Section 1.

It will be deducted by **Us** from any claim paid by way of cash settlement; or otherwise, be paid or borne by **You** in relation to a claim.

4. What you are not covered for

You are not covered under this Policy Section 1 for:

- loss or damage caused by **Depreciation**;
- the cost incurred in remedying a fault or error in design or construction or, in the event of loss or damage resulting from a fault or error in design or construction and giving rise to a claim under the **Policy**, for any additional cost or expenditure incurred by reason of betterment or alteration required, or for the cost and expense of replacing or repairing any part condemned solely in consequence of a fault or error in design or construction.
- the cost of repairing or replacing **Damaged** item(s) due to **Mechanical or Electrical Breakdown** or electronic failures unless caused by any of the following:
 - fire, explosion or lightning;
 - collision with another **Caravan** or **Trailer** or external object;
 - a malicious act by persons other than **You** or a **Family** member;
 - **Burglary** and/or **Theft**.
- **We** will however pay for the cost of repairing consequential **Damage** to **Your Caravan** or **Trailer** due to such failure.
- claims arising from **Your Caravan** or **Trailer, Equipment and Accessories** in use anywhere other than **In Australia**

We will not cover **You** for loss or **Damage** caused by or resulting from:

- wear and tear, osmosis, deterioration, vermin, infestations or organisms, weathering including sunlight, dampness or normal wetting or any other gradually operating cause;
- rot, mould, rust or other forms of corrosion, delamination, mildew or electrolysis, oxidation and inherent vice; or
- gradual ingress of water into the **Caravan** or **Trailer** and its **Equipment and Accessories** where **You** cannot provide proof that the **Caravan** or **Trailer** has been regularly checked (at least once every 3 months) to ensure that these are in a water-tight condition.
- externally-fitted photovoltaic cells and batteries being **Damaged** by hail unless these are protected by hail covers

POLICY SECTION 2 - Cover for camping equipment, contents, personal effects, recreational and sports equipment, and annexe.

*The following cover described below in this Section is subject to the operation of the other applicable terms and conditions (including limits, excess and exclusions) of the Policy. Where an exclusion applies or a term or condition is not met, we may refuse or reduce what we pay in relation to a claim and/or cancel your Policy, subject to applicable law. See in particular, “**We may refuse or reduce a claim or cancel the Policy**” on page 43 and “Cancellation” on page 38 for further information.*

Camping Equipment, Contents, Personal Effects, Recreational Equipment and Sports Equipment

We will cover You for Accidental loss of or Damage to Your Camping Equipment, Contents, Personal Effects, Annexe, Recreational Equipment and Sports Equipment which happens both during the **Period of Insurance** and **In Australia** and whilst they are carried in or used in conjunction with the use of **Your Caravan** and/or **Trailer**.

Unless otherwise shown in the **Policy Schedule**, the maximum **We** will pay for loss of or **Damage** from any one **Accident**:

- to any one item is \$1,500; and
- to all items in total combined is 10% of the **Total Sum Insured** of **Your Caravan** or **Trailer** shown on the **Policy Schedule**.

We will at **Our** option (acting reasonably):

- repair or replace the item(s) involved;
- pay **You** the reasonable cost of repairing or replacing the item(s); or
- pay the current **Market Value** of the item(s).

We will not cover **You** for:

- **Theft** of **Contents, Personal Effects, Recreational Equipment and Sports Equipment** unless this is as a result of **Burglary**;
- when **Your Camping Equipment, Contents, Personal Effects &/or Recreational Equipment and Sports Equipment** is not **In Australia**; or
- loss of or **Damage** to **Contents, Personal Effects, Recreational Equipment and Sports Equipment** whilst being used.

We do not cover:

- Cash, bullion or negotiable securities
- Gold or silver articles
- Jewellery or personal valuables
- Loose gemstones
- Works of art or documents
- Fish, birds or other animals
- Lawns, hedges, trees shrubs or plants
- Firearms
- Boats or watercraft
- Power driven vehicles
- Remotely operated vehicles, watercraft or aircraft including drones

Annexe

We will cover **You** for **Accidental** loss of or **Damage** to **Your Annexe** provided **You** have included the value of the **Annexe** in the **Total Sum Insured** shown on the **Policy Schedule**.

If **Your Annexe** is greater than five years old, and a total or partial loss occurs and **We** decide to replace or pay **You** the cost of replacing it, **We** may subtract an amount for **Depreciation**.

The **Depreciation** is calculated by **Us** based on a number of factors including the age and condition of the **Annexe** at the time of the loss.

If **You** cannot provide proof that **You** included the value of the **Annexe** in the **Total Sum Insured** shown on the **Policy Schedule**, the maximum amount **We** will pay in respect of any one **Accident** is 10% of the **Total Sum Insured** shown on the **Policy Schedule**.

You can make a claim for **Your Annexe** under either Section 1 or Section 2 of the **Policy**, but not both Sections.

POLICY SECTION 3 - Cover For Your Legal Liability

The following cover described below in this Section is subject to the operation of the other applicable terms and conditions (including limits, excess and exclusions) of the Policy. Where an exclusion applies or a term or condition is not met, we may refuse or reduce what we pay in relation to a claim and/or cancel your Policy, subject to applicable law. See in particular, “We may refuse or reduce a claim or cancel the Policy” on page 43 and “Cancellation” on page 38 for further information.

1. What you are covered for

We will cover **You** or any person in charge or control of **Your Caravan** or **Trailer** with **Your** permission (excluding **Caravan** or **Trailer** builders, **Caravan** or **Trailer** brokers or dealers and repairers, except as provided by this Section), for **Legal Liability** arising from an **Accident** involving **Your Caravan, Camping Equipment** and/or **Trailer** which occurs **In Australia** during the **Period of Insurance**, including:

- **Your** liability for the costs of any attempt or actual removal or destruction of the wreck of **Your Caravan** or **Trailer**;
- **Your** liability for the costs that result from any neglect or failure to remove or destroy **Your Caravan** or **Trailer**;

or

- death, bodily injury, loss or physical damage to a **Third Party** or their property.

2. Operating a substitute caravan or trailer

We will extend the above **Legal Liability** cover in 1. in relation to any other touring **Caravan** or **Trailer** operated by **You** provided that:

- **You** have permission from its owner;
- **Your Caravan** or **Trailer** is not being used at the time;
- **You** do not own or have an interest in the substitute **Caravan** or **Trailer**; and
- If **You** are entitled to cover under any other **Policy**, then to the extent permitted by law **We** will only be liable under this clause for the amount **Your** liability exceeds the limits of cover under any other **Policy**.

3. Legal expenses and cost of attendance at court

Where **You** make a **Legal Liability** claim under 1. What you are covered for. above, **We** will pay for:

- reasonable legal or other reasonable expenses in defending any court proceedings arising from the **Legal Liability** claim which are incurred with **Our** prior written consent (such consent not to be unreasonably withheld); and
- the reasonable cost of attendance at court proceedings arising from the **Legal Liability** claim at **Our** request, subject to a maximum amount of \$250 per person per day.

4. Limit on what we will pay

The maximum **We** will pay under Policy Section 3 is the amount shown in the **Policy Schedule** in total for all claims that arise from any one **Accident**. This maximum amount includes all legal expenses and costs covered under 3. Legal expenses and cost of attendance at court.

However, cover for **Legal Liability** for loss, physical damage or contamination caused by the sudden **Accidental** discharge release or escape of fuel, lubricants or sewage from the holding tanks of **Your Caravan** or **Trailer**, causing pollution, is limited to \$500,000 (including GST and legal expenses) for any one **Accident**.

5. What You Are Not Covered For

We will not pay for:

- loss of or damage to any property owned by **You** or **Your Family** or borrowed by **You** and in **Your** custody or control or the property of any other person covered by the **Policy**;
- civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages;
- **Legal Liability** arising from the towing of persons or objects in or on the **Caravan** or **Trailer**;
- recreational activities (other than the recreational use of **Your Caravan** or **Trailer**) or sporting activities regardless of **Us** covering **You** under Section 2 **Cover for camping equipment, contents, personal effects, recreational and sports equipment, and annexe**;
- **Legal Liability** arising from **Your Caravan** or **Trailer** being attached to a motor vehicle (whether registered or not), at the time of the **Accident** or immediately before the **Accident**, including being towed by, breaking away from, or **Accidentally** becoming detached from the towing vehicle;
- **Legal Liability** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- the **Legal Liability** of any tradesperson or company engaged by **You** for the repair, service or maintenance of **Your Caravan** or **Trailer**;
- death, bodily injury, cost or expense, loss or property damage suffered by any person allowed by **You** to use **Your Caravan** or **Trailer**;
- **Your** employees or the employees of any other person covered by this **Policy** if the **Occurrence** that gives rise to the liability arises out of or in the course of their employment; or
- actions that are brought against **You**, or any person in charge or control of **Your Caravan** or **Trailer** with **Your** permission at the time of the **Accident**, in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of Australia.

POLICY SECTION 4 – Cover for personal injury to you

The following cover described below in this Section is subject to the operation of the other applicable terms and conditions (including limits, excess and exclusions) of the Policy. Where an exclusion applies or a term or condition is not met, we may refuse or reduce what we pay in relation to a claim and/or cancel your Policy, subject to applicable law. See in particular, “**We may refuse or reduce a claim or cancel the Policy**” on page 43 and “**Cancellation**” on page 38 for further information.

1. Personal injury

If **You** suffer a specific bodily injury listed below as a direct and sole result of an **Accident** which occurs both **In Australia** during the **Period of Insurance** and which happens at one place and at a particular time, whilst **You** are:

- inside **Your Caravan** or **Camper Trailer**;
- positioning **Your Caravan** or **Trailer**; or
- erecting the **Annexe** or **Camping Equipment**,

at a camp or caravan site, **We** will pay the following amount arising out of any one **Accident**:

- **permanent total disablement** \$30,000;
- total and permanent loss of all sight of one or both eyes \$30,000; or
- total loss of a limb \$30,000,

provided the above bodily injury occurs within twelve (12) calendar months of the **Accident**.

If more than one person is named as **You** in the **Policy Schedule** and they suffer death or a bodily injury from the same **Accident** as **You**, the amount paid to each person will be the limit payable under this Section 4 divided by the number of persons. The total payable for any one **Accident** will in all instances be limited to \$30,000 in total.

2. Definitions applicable to this Section 4 only

Permanent Total Disablement means **You** have been unable to carry out any occupation for which **You** are fit by reason of **Your** education, training or experience for a period of at least twelve (12) consecutive months and a registered specialist medical practitioner certifies that **You** will remain unable to do so for a continuous indefinite period solely and directly as a result of **Your** bodily injury as a result of the covered **Accident**, but this cover does not apply where **You** have not been in full-time and continuous employment in the three (3) months immediately preceding the **Accident** causing **Your** bodily injury

3. What you are not covered for

- **We** will not cover **You** if:
- **You** are not an individual person.
- **You** have not renewed **Your Licence** during the **Period of Insurance** because of age, health or incapacity reasons;
- **Your** claim arises from an **Accident** while **Your Caravan** or **Trailer** is being used for purposes other than **Your** own or **Your Family**'s own private pleasure purposes;
- **Your** claim arises directly or indirectly from:
 - sickness or disease;
 - bacterial or viral infection not occurring through an **Accidental** cut or wound;
 - natural causes;
 - surgical treatment (unless rendered necessary as a result of a covered **Accidental** bodily injury);
 - suicide or attempted suicide;

- intentional self-injury or deliberate exposure to exceptional danger;
- recreational or sporting activities or other activities away from the **Caravan, Camping Equipment and/or Trailer**;
- **Your** own criminal act;
- **You** were under the influence of illegal drugs and/or had a proportion of blood/alcohol or breath/alcohol exceeding the legal limit, or refused to take or failed a breath or blood test required.

4. Other Conditions

- **Our** payment is subject to **You** obtaining prompt medical attention for the **Accidental** bodily injury from a registered medical practitioner, and undergoing any reasonable medical examination requested by **Us** at **Our** expense.
- **We** will not pay for any claims where providing such payment would result in **Us** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), the National Health Act 1953 (Cth) or workers compensation legislation, or any succeeding, amendment, replacement or equivalent legislation to those Acts or any other similar applicable legislation.

POLICY SECTION 5 – Cover for Additional Costs and Expenses

The following cover described below in this Section is subject to the operation of the other applicable terms and conditions (including limits, excess and exclusions) of the Policy. Where an exclusion applies or a term or condition is not met, we may refuse or reduce what we pay in relation to a claim and/or cancel your Policy, subject to applicable law. See in particular, “We may refuse or reduce a claim or cancel the Policy” on page 43 and “Cancellation” on page 38 for further information.

Clean Up Costs

We will cover **You** for the reasonable costs of cleaning up an **Accident** site following **Accidental** discharge, emission spillage or leakage upon or into waters or land, of oil, diesel, petroleum products, effluent or sewage following an **Accident** or **Occurrence** that is covered under Section 1 of the **Policy** up to a maximum of \$25,000 for any one **Accident** or **Occurrence** in addition to the **Agreed Value** of **Your Caravan** or **Trailer**.

Emergency Equipment Replacement Costs

In the event of a claim which **We** have accepted under Section 1 for **Accidental** loss of or **Damage** to **Your Caravan** or **Trailer** **We** will reimburse **You** the reasonable costs **You** have incurred as a result of that claim for the replenishing, refilling or replacing of fire extinguishers and safety equipment up to a maximum of \$1,500 for any one **Accident** or **Occurrence**.

Expenses to avoid or minimise loss or Damage

We will reimburse **You**, without deduction of **Excess**, and in addition to the amount stated in the **Policy Schedule** as the **Total Sum Insured**, for all expenses necessarily and reasonably incurred by **You** in preventing or attempting to prevent loss or **Damage**, where a claim would be or has been accepted by **Us** under Section 1.

Cover under this clause includes but is not limited to emergency towing, emergency repairs such as drying all electrical equipment, cleaning and oiling **motors**. **You** do not need **Our** authority to take such action if it is an emergency. However, **You** must advise **Us** as soon as reasonably possible after the action has been taken. This cover is subject to a limit of 20% of the **Total Sum Insured** of **Your Caravan** or **Trailer** for any one **Occurrence** unless **We** have otherwise agreed in writing.

Lost Keys Replacement Costs

We will cover **You** for the loss or **Theft** of the keys of **Your Caravan** or **Trailer** occurring during the **Period of Insurance**, including the costs associated with re-coding the new keys if applicable. No **Excess** is applicable to a claim made under this additional benefit.

The maximum amount payable under this benefit is \$500 for any one **Occurrence**.

Motor Burnout Repair Costs

We will pay to repair (including rewind) or replace any **Motor** in a household electrical machine or appliance, but only if:

- the household electrical machine or appliance is less than 15 years old and forms part of **Your Caravan, Camping Equipment, Trailer** and/or **Equipment**; and
- the **Motor** is burnt out by an electric current in the **Period of Insurance** while the household electrical machine or appliance is in **Your Caravan, Camping Equipment, Annexe** or **Trailer**.

We will at **Our** option (acting reasonably):

- repair or replace the **Motor** with a **Motor** of an equivalent condition, standard and specification to the **Motor** being repaired or replaced immediately before the incident took place; or
- pay **You** the reasonable cost to repair or replace with a **Motor** of an equivalent condition, standard and specification to **Your Motor** immediately before the incident took place.

We do not cover:

- replacement of fuses or protective devices, contacts, lighting or heating elements, starter switches or other parts where sparking or arcing occurs during their ordinary use;
- loss or **Damage** to mechanical parts of any description that occurred as a result of the **Motor** burning out;
- the costs of hiring a replacement appliance or machine.

The maximum amount payable under this benefit is \$1,000 for any one **Occurrence**.

Removal of Wreck Costs

We will pay the reasonable costs limited to \$5,000 of removing **Your** wrecked **Caravan** or **Trailer** from **Your** own or other location even if **You** have no legal responsibility to do so (see **Policy** Section 3 for detail on Cover for **Your Legal Liability**) following an **Accident** that has occurred during the **Period of Insurance**.

Transport and Accommodation Costs

If **We** have accepted a claim under Section 1 of the **Policy** for **Damage** to **Your Caravan, Camping Equipment** and/or **Trailer**, in consequence of which **Damage** it cannot be used for its intended purpose of accommodation, **We** will also pay the related costs necessarily and reasonably incurred by **You** for accommodating and transporting **You and Your Family**, back to **Your** usual place of residence, or to the location from which **Your** journey commenced, by the most direct and practical route, and economic means. The maximum amount payable under this benefit is \$5,000 for any one **Occurrence**.

Veterinary Costs and Expenses

If **Your** domestic pet travelling with **You** in **Your Caravan, Camping Equipment** and/or **Trailer** is injured in the **Period of Insurance** as a result of being hit by a **Motor Vehicle**, **We** will pay for reasonable veterinary expenses **You** incur, when the impact occurs more than 100kms from **Your** usual home.

The maximum amount payable under this benefit is \$500 for any one **Occurrence**. The **Excess** does not apply to this benefit.

You will need to provide **Us** with all invoices and receipts.

POLICY SECTION 6 – General Exclusions

Where an exclusion applies or a term or condition is not met, we may refuse or reduce what we pay in relation to a claim and/or cancel your policy, subject to applicable law. See in particular, “**We may refuse or reduce a claim or cancel the Policy**” on page 43 and “Cancellation” on page 38 for further information.

The following General Exclusions apply to all Sections of the **Policy**.

Irrespective of any other term, condition or provision of this **Policy**, **We** will not cover **You**:

- for any loss, **Damage**, cost, expense or **Legal Liability**:
 - caused by or arising as a result of the **Caravan** or **Trailer** being not **Roadworthy**, or due to lack of repair or maintenance of **Your Caravan, Camping Equipment, Trailer** and/or **Equipment and Accessories** or any other substitute **Caravan** or **Trailer** covered by the **Policy**;
 - arising from **Your Caravan** or **Trailer** being towed by a vehicle that is not suitable for **Your Caravan** or **Trailer’s** size, weight or type;
 - arising from **Your Caravan, Equipment, Camping Equipment, Trailer** and/or **Equipment and Accessories** being left at an unsuitable storage location, unless **You** have taken reasonable steps to protect or safeguard it.
 - intentionally caused by **You** or a person acting with **Your** express or implied consent; or
 - caused by reckless acts or wilful misconduct by **You**, or by the driver of the
 - vehicle towing **Your Caravan** or **Trailer** any person acting with **Your** encouragement, assistance or express or implied consent to the reckless act or misconduct.
 - relating to the hiring, renting, leasing or purchasing of a replacement or substitute caravan or trailer.
 - arising from, the use of a substitute caravan or trailer (except to the limited extent covered in Section 3, Cover 2. Operating a substitute caravan or trailer).
 - resulting from or in any way connected with **Your** failure to exercise **Due Diligence**
 - which is covered by or within the scope of any statutory compulsory insurance or fund, or accident compensation scheme, or insurance required to be effected by or under a law, operating anywhere in Australia governing the payment of damages, compensation or expenses (whether limited in amount or not) for bodily injury, or the compulsory insurance of any liability for such payment (all referred to in this clause as a “**Statutory Scheme**”), caused by, through, or in connection with the use of a **Motor Vehicle**, including:
 - any amount of a kind which would be insured under any Statutory Scheme, but which amount is not otherwise payable under such Statutory Scheme because it is in excess of that recoverable under any Statutory Scheme because of statutory or other limits on amounts payable for that individual loss under such Statutory Scheme;
 - any claim for which **You** would have been partially or wholly compensated but for **Your** failure to insure or to register the **Motor Vehicle** or to lodge a claim in accordance with a requirement of any Statutory Scheme;
 - any liability for damages, compensation or expenses for which the right to claim has been abolished or in any way limited by any law
- for loss of use or enjoyment or any consequential loss not expressly described as covered in a relevant cover section of this **Policy**, including any kind of financial loss, including the cost of **Your** time to help **Us** with **Your** claim, (e.g. cost to change **Your** travel arrangements, loss of profits, income or wages), medical costs, loss of opportunity, physical or mental stress or inconvenience, injury to feelings or humiliation, loss caused by a delay in repairs, or interference to peace of mind,

that occurs because **You** cannot use **Your Caravan, Camping Equipment, Trailer and/or Equipment and Accessories**.

- for **Theft** by persons to whom **You** have loaned **Your Caravan, Camping Equipment, Trailer and/or Equipment and Accessories**.
 - for **Accidental** loss of or **Damage** to standard tools of **Your Caravan or Trailer**, whilst in use.
 - when **Your Caravan, Camping Equipment and/or Trailer** is:
 - being used for an unlawful purpose (including to carry or store explosives, chemicals, flammable or combustible substances where this is illegal to do so);
 - being operated or towed in an unlawful manner, including when the **Caravan or Trailer** is being towed by a person, with **Your** permission and knowledge, who does not hold a current driving license permitting the towing of a **Caravan or Trailer** of the size and weight of **Your Caravan or Trailer** in the State or Territory where the **Accident** occurred:
 - being used for hire or lease, or for payment or reward at the time of the **Accident** or loss;
 - being used for the purpose of transport or storage of chemicals, explosives, flammable or combustible substances, and dangerous goods as identified as “Goods Too Dangerous to Transport” in the Australian Dangerous Goods Code, except for reasonable quantities of fuels used in connection with intended use of the **Caravan or Trailer**, which is used in equipment which forms part of the standard manufactured equipment forming part of the **Caravan or Trailer**; or
 - being used partly or wholly in connection with commercial purposes, or work or employment by any person using the **Caravan or Trailer**, including the transportation or storage of physical goods either owned by **You** or a third party.
 - being towed with passengers onboard or a load with a weight or size in excess of that recommended by the manufacturer.
 - being towed or transported and the driver of the vehicle towing the **Caravan or Trailer**:
 - has a proportion of blood/alcohol or breath/alcohol exceeding the legal limit, or refuses to take or fails a breath or blood test required;
 - was not licensed to drive a vehicle in accordance with the law, in the State or Territory where the **Accident** occurred.
- However, **We** will cover **You** (but not the relevant driver) if **You** can clearly demonstrate that **You** had no reason to suspect that the driver was unlicensed or intoxicated;
- undergoing major or substantial alterations (e.g. extending or reducing the height or length of the **Caravan or Trailer** or its layout).
- where **You** allow installation or modification of electrical wiring and systems or LPG equipment by persons who are not professional certified and appropriately accredited tradespeople as required by the State or Territory in which the alteration occurs.
 - where **Your Caravan or Trailer** is a static **Caravan or Trailer** or where it is permanently situated at one location.
 - directly or indirectly caused by, contributed to by, or arising from
 - war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war; or
 - mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
 - directly or indirectly caused by, contributed to by, or arising from any radioactive contamination, chemical, biological, bio-chemical or electromagnetic weapon.
 - directly or indirectly caused by, contributed to by, or arising from:

ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

directly or indirectly caused by, contributed to, or arising from:

- **Terrorism**; or
- any steps taken to prevent, suppress, control or reduce the consequence of any actual, attempted, anticipated, threatened, suspected or perceived **Terrorism**.

For the purpose of this clause, “**Terrorism**” means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means; or
 - putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.
- directly or indirectly caused by, contributed to by, or arising from the actual or suspected presence or threat of any virus, organism or like substance that is capable of inducing disease, illness, physical distress or death to humans, whether infectious or otherwise, including but not limited to any epidemic, pandemic, influenza, or any outbreak of a virus or disease affecting humans, or any derivative or mutation thereof. This includes, but is not limited to, the human coronavirus, SARS-CoV-2, which causes the disease COVID-19.
 - for any claim or provide any cover or benefit (including any return of Premium) to the extent that the provision of such payment, cover or benefit would contravene or otherwise expose **Us** to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade, economic or political sanctions, embargoes, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

POLICY SECTION 7 – General Policy Conditions and Provisions

Where an exclusion applies or a term or condition is not met, we may refuse or reduce what we pay in relation to a claim and/or cancel your policy, subject to applicable law. See in particular, “**We may refuse or reduce a claim or cancel the Policy**” on page 43 and “Cancellation” on page 38 for further information.

The following General **Policy** Conditions and Provisions apply to all Sections of the **Policy**:

1. Your Obligations once the Policy has been issued

Once the **Policy** has been issued:

- **You** must at all times take all reasonable steps to avoid or minimise any loss, **Damage**, cost, expense or **Liability** or bodily injury covered under this **Policy**;
- **You** must meet all claims terms and conditions in **Claims and Emergencies**;
- **You** must tell **Us** soon as reasonably possible if **You** no longer have a financial interest in the **Insured Property**, including if **You** sell it. This insurance will cease to cover the **Insured Property** immediately if **You** sell or part with all financial interests in it and **You** should contact **Us** to identify what refund rights **You** may have;
- the **Insured Property** or person must remain **In Australia** and **You** must tell **Us** if it is not;
- **You** must tell **Us** if **Your** contact details change;
- **You** must at all times take reasonable care to:
 - prevent **Burglary** or **Theft** of **Your Caravan, Camping Equipment, Trailer &/or Equipment and Accessories**, including not leaving the **Caravan** unlocked or the keys for the **Caravan** left unattended in, or on, the **Caravan**.
 - protect **Your Caravan, Camping Equipment &/or Trailer** against any initial or further loss or **Damage**;
 - keep **Your Caravan, Camping Equipment &/or Trailer** in good condition; and
 - obey any applicable statutory requirements that safeguard people or property.
- **You** must tell **Us** as soon as reasonably possible if **You** become aware of any changes in the currency of the information **You** last provided to **Us** for the purpose of **Our** entering into the **Policy** if these changes are reasonably expected to affect the risk **We** have agreed to insure. These would include but not be limited to storage method and location, value of the **Insured Property**, modifications to the **Caravan** or **Trailer**, and changes of the towing vehicle.

Except to the extent **Your Policy** expressly provides otherwise and subject to applicable law and the type of change notified, **We** may (amongst other things):

 - if the notified change would require a variation to the policy terms, agree (on terms acceptable to **Us**) or refuse to agree, to any such variation;
 - if **We** agree to a variation and the change affects the **Premium** payable, provide **You** with a **Premium** adjustment (up or down); or
 - cancel the **Policy**; or
 - choose not to renew the **Policy**.
- If **You** want to increase the limits applicable or add **Insured Property** or extend/add to this **Policy**, **You** must contact **Us** and apply for a variation to the **Policy**. **You** should review the limits as shown in the **Policy Schedule** or **Policy** on a regular basis to ensure **You** are not underinsured or overinsured.
- If **You** must retain evidence of the purchase price of **Your Caravan** or **Trailer** and produce it to **Us** when making any claim on the **Policy**.

It is important also to carefully consider and observe the Claims Conditions set out at Section 8 of this **Policy**.

2. Cancellation Rights Under the Policy

Cancellation by You

You may cancel **Your Policy** at any time by contacting **Us** using the contact details on the back cover and giving **Us** notice of cancellation. Cancellation will take effect from the date **Your** notice is received by **Us** or any other date if mutually agreed. If **You** do not exercise **Your** right to cancel **Your Policy**, it will continue in force and **You** will be required to pay the **Premium**.

Cancellation by Us

Subject to applicable law, **We** may cancel the **Policy** as set out in the Insurance Contracts Act 1984 (Cth) by giving **you** written notice to that effect. This includes where:

- **You** have:
 - failed to comply with the duty of utmost good faith;
 - failed to comply with **Your** legal duty to take reasonable care not to make a misrepresentation to **Us** at the time when the **Policy** was entered into;
 - failed to comply with a provision of the **Policy**, including a provision with respect to payment of the **Premium**;
 - made a fraudulent claim under the **Policy** or any other **Policy** of insurance (whether with **Us** or some other **Insurer**) that provided insurance cover during any part of the period during which the **Policy** provides insurance cover; or
 - failed to notify **Us** of any specific act or omission or failure that has occurred after the **Policy** is entered into where notification is required under the **Terms** of the **Policy**.
- the effect of the **Policy** is to authorise **Us** to refuse to pay a claim, either in whole or in part, by reason of an act or omission or failure of **You** or of some other person and, after the **Policy** was entered into, such an act or omission or failure has occurred.

When **We** cancel the **Policy**, it will have effect from whichever of the following times is the earliest (unless **We** tell **You** otherwise in **Our** cancellation notice and subject to applicable law):

- the time when another **Policy** of insurance replacing the **Policy** is entered into; or
- 4 o'clock in the afternoon of the third (3rd) business day after the day on which notice was given to **You** unless the **Policy** is in force because of section 58 of the Insurance Contracts Act 1984 (Cth), in which case the cancellation will have effect from 4 o'clock of the fourteenth (14th) business day after the day on which notice was given to **You**.

Effect of Cancellation

Your Policy with **Us** ends from the time of cancellation. However, cancellation by **Us** or **You** does not affect any rights that **You** had under the **Policy** when it was in force. For **Your** rights to any premium refund in relation to a cancellation see "Premium Refund" section.

Premium Refund

If **you** or **We** cancel the **Policy** **We** may deduct:

- a pro rata proportion of the **Premium** for any time for which **You** have been covered. For example, if **Your Period of Insurance** is 12 months and **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual **Premium**; and
- any government taxes or duties paid by **Us** in relation to **Your Policy** **We** cannot recover.

However, in the event that **you** have made an **Actual Total Loss** or **Constructive Total Loss** claim under the **Policy** and **We** have agreed to the claim, or a **Legal Liability** claim has been made or threatened against **You** which might be covered under this **Policy**, no return of **Premium** will be made.

3. GST notice

The **Policy** has a GST provision in relation to **Premium** and **Our** payment to **You** for claims. It may have an impact on how **You** determine the amount of insurance **You** need. Please read it carefully. Seek professional advice if **You** have any queries about GST and **Your** insurance.

Sums Insured

All monetary limits in the **Policy** may be increased for GST in some circumstances (see below).

Claim Settlements – Where We Agree to Pay

When **We** calculate the amount **We** will pay **You**, **We** will have regard to the items below:

- Where **You** are liable to pay an amount for GST in respect of an acquisition relevant to **Your** claim (such as services to repair a **Damaged** item insured under the **Policy**) **We** will pay for the GST amount.
- **We** will pay the GST amount, where applicable, in addition to the sum insured/limit of indemnity or other limits shown in the **Policy** or in the current **Policy Schedule**.
- If **Your** sum insured/limit of liability is not sufficient to cover **Your** loss, **We** will only pay the GST amount that relates to **Our** settlement of **Your** claim.
- **We** will reduce the GST amount **We** pay for by the amount of any input tax credits to which **You** are or would be entitled.

Where **We** make a payment under the **Policy** as compensation instead of payment for a relevant acquisition, **We** will reduce the amount of the payment by the amount of any input tax credit that **You** would have been entitled to had the payment been applied to a relevant acquisition.

Disclosure – Input Tax Credit Entitlement

If **you** register, or are registered, for GST **You** are required to tell **Us** **Your** entitlement to an input tax credit on **Your Premium**. If **you** fail to disclose or understate **Your** entitlement, **You** may be liable for GST on a claim **We** may pay. The **Policy** does not cover **You** for this GST liability, or for any fine, penalty or charge for which **You** may be liable.

4. Governing Law

Your Policy is governed by the laws of New South Wales and any disputes in connection with **Your Policy** are subject to the jurisdiction of the courts of Australia.

5. Policy Interpretation

In the **Policy**:

- headings are for convenience only and do not affect interpretation;
- if a word is defined, its other defined grammatical forms that are also defined have a corresponding meaning; and

- unless the context indicates a contrary intention:
 - a reference to a statute or legislation includes its delegated legislation and a reference to a statute, legislation or delegated legislation or a provision of either includes all consolidations, amendments, re-enactments and replacements thereof;
 - a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
 - the words “include”, “including”, “for example”, “particularly” or “such as” or equivalent are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that particular example or examples of a similar kind;
 - a reference to “\$” or “dollar” is to Australian currency.

POLICY SECTION 8 – Claims and Emergencies

Where an exclusion applies or a term or condition is not met, we may refuse or reduce what we pay in relation to a claim and/or cancel your policy, subject to applicable law. See in particular, “**We may refuse or reduce a claim or cancel the Policy**” on page 43 and “Cancellation” on page 38 for further information.

WHAT TO DO WHEN A CLAIM OCCURS

1. Things You must do upon an accident, occurrence or event

If there is an accident, occurrence or event for which **You** want to claim and or notify us, **You** must:

- promptly take all reasonable and responsible precautions to prevent any further loss or **Damage to Your Caravan, Camping Equipment, Trailer &/or Equipment and Accessories**. In an Emergency (especially where **You** require immediate advice or assistance in protecting lives or **Your Caravan or Trailer**), **You** should contact the nearest authorities and emergency rescue services and request their instructions or assistance.
- promptly report to the Police any malicious **Damage, Burglary, Theft** or attempted **Theft of Your Caravan, Camping Equipment, Trailer and/or Equipment and Accessories**. **You** must give **Us** a written statement or report from the Police saying that **You** reported such an event to them.
- promptly notify **Us** of any claim, demand, letter threatening suit, writ, statement of claims or legal proceedings against **You**, or of any **Accident or Occurrence** that may give rise to a claim under the **Policy** by:
 - contacting **Us** as soon as possible using the contact details on the back cover and telling **Us** details of what has happened; and
 - completing **Our** claim form and any other form **We** ask **You** to complete relevant to **Our** consideration of **Your** claim.

To complete the Claims Form, go to www.newwavemarine.com.au or www.marinebind.com and click “Make a claim”.

Login with **Your** email address and **Policy** number.

- A text message or email will be sent to **You** with a code
- Enter the code into the website and **You** will be logged in

Click “new claim”, complete the claim form online, and click submit. **Your** claim will then be sent directly to **Us**.

If **You** have trouble logging-in please call **Us** using the contact details on the back cover.

Should **You** have questions after submitting **Your** claim, contact **Us** using the contact details on the back cover.

- For a claim under Section 4, **You** must obtain prompt medical attention for any **Accidental** bodily injury from a registered medical practitioner, and undergo any reasonable medical examination requested by **Us** at **Our** expense.
- reasonably assist **Us** with **Your** claim. This includes:
 - making **Your Caravan, Camping Equipment, Trailer and/or Equipment and Accessories** available for inspection by **Us** at any reasonable time;
 - reasonably co-operating with **Our** assessors, investigators and anyone else **We** may appoint to help **Us**; and

- where reasonably possible, taking photographic evidence of any **Damage** should a health and safety issue warrant immediate removal or destruction before **We** are able to inspect.
- produce records that **We** reasonably require. **You** must be able to prove **Your** loss or **Damage**, or the nature and extent of any third party claim against **You**. To help do this, **You** should keep:
 - all documentation relevant to the ownership or purchase of **Your Caravan, Camping Equipment, Trailer** and/or **Equipment and Accessories** and other property insured under the **Policy**;
 - any service records relevant to **Your Caravan, Camping Equipment, Trailer** and/or **Equipment and Accessories** and other property insured under the **Policy**;
 - evidence to support the amount of any **Accidental** loss or **Damage** that **you** are claiming for; and
 - documents relating to any third party claims, including but not limited to any written claim, demand, letter threatening suit, writ, statement of claims or legal proceedings against **You**, or of any **Accident** or **Occurrence** that may give rise to a claim under the **Policy**. **You** must also retain and provide to **Us** any report, investigation or interview from any Governmental law enforcement agency or emergency services (including ambulance and fire services), and any medical reports or other documents relevant to a third party claim against **You** arising from an **Accident** involving **Your Caravan, Camping Equipment** and/or **Trailer**.

2. What You must not do:

Without **Our** prior written consent (such consent not to be unreasonably withheld) **You** must not:

- admit fault, guilt or liability;
- authorise repairs to **Your Insured Property**;
- negotiate or make any offer of settlement or payment;
- defend any claim;
- waive **Our** rights of subrogation or recovery without **Our** express consent or agreement.

3. Repairers

- **You** may choose the repairer of **Your Insured Property**, unless **We** tell **You** that **You** must take it to another repairer due to the specialised nature or extent of repairs required. **You** or the repairer must get a written agreement from **Us** to start any repairs before **We** will accept responsibility for the cost of repair.
- **We** may obtain or require the provision of 2 or 3 quotations before the repairs proceed, to verify the reasonable costs of repair.
- It is **Your** responsibility to ensure that **you** are satisfied with the repairs to **Your Insured Property**. **We** will provide all reasonable assistance to help **You** have unsatisfactory or defective repairs rectified.

4. Excess

- **Excess** is the amount **You** must bear or contribute to in respect of **Your** claim. **You** are required to pay an applicable **Excess(es)** if one is shown on the **Policy Schedule** or elsewhere in the **Policy**, for each and every claim made under **Your Policy**. More than one **Excess** may apply depending on the nature of the claim.
- All claims arising out of one **Accident** or **Occurrence** are treated by **Us** as one claim for the purposes of applying the **Excess(es)**.
- **We** pay the relevant amounts less the **Excess** payable by **You**.
- **You** are not responsible to pay an **Excess** if **Your Caravan, Trailer** or any other equipment inside or attaching to **Your Caravan** or **Trailer** is damaged by a **Third Party** and all of the following apply:
 - it is reasonable for **Us** to decide based on all available evidence that the **Third Party** is totally at fault; and

- **You** have provided **Us** with the name and address of **Third Party** and the registration number of the other vehicle or any other information that allows **Us** to identify them so that **We** can exercise **Our** rights of recovery.

5. We may refuse or reduce a claim or cancel the Policy

We may refuse or reduce a claim or cancel the **Policy**, to the extent permitted by law, if amongst other things:

- **You** do not observe **Your duty to take reasonable care not to make a misrepresentation to Us** when applying for the **Policy**, for example, **You**
 - are not truthful;
 - have not given **Us**, or refuse to give, full and complete details; or
 - have not told **Us** something **You** should have.
- **You** do not at all times take reasonable care to:
 - prevent **Burglary** or **Theft** of **Your Caravan, Camping Equipment, Trailer &/or Equipment** and **Accessories**, including not leaving the **Caravan** unlocked or the keys for the **Caravan** left unattended in, or on, the **Caravan**.
 - protect **Your Caravan, Camping Equipment &/or Trailer** against any initial or further loss or **Damage**;
 - keep **Your Caravan, Camping Equipment &/or Trailer** in good condition; or
 - obey any applicable statutory requirements that safeguard people or property
- **You** do not give **Us** the documents, information and co-operation **We** may need to help **Us** decide on any amount that **We** may pay **You**, or to consider, defend or settle any third party claim covered under this **Policy**.

6. Rights of a financier

For any payment **We** make to settle **Your** claim, **We** may first pay in full any sum owed to a financier of **Your Insured Property** from the settlement amount. If **We** do this, any remaining balance will be paid to **You**.

7. Our Rights of Recovery, Subrogation and Salvage

In the event **We** are liable to cover **you** for any loss, **Damage**, cost, expense or **Legal Liability** under the **Policy**, **We** will be entitled (at **Our** option) to pursue **Your** legal rights to recover in that respect. **We** will act reasonably, having regard to **Your** interests, in recovering any claim paid under the **Policy** from another party and will keep **You** informed if **You** ask **Us**.

You must:

- consent to **Us** pursuing those rights and **You** must reasonably cooperate with **Us** in pursuing those rights;
- reasonably co-operate with **Us** in any action **We** take if **We** have a right to recover any money payable under this **Policy** from any other person;
- give **Us** **Your** rights to conduct, defend or settle any legal action and to act in **Your** name and must not do anything which prevents **Us** from doing this, except to the extent permitted by applicable law.
- not commence any proceedings, enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding **Your** rights and **Our** rights to recover without first obtaining **Our** approval in writing to do so, such consent not to be unreasonably withheld.

If **We** recover more than the amount **We** have paid **You**, **We** will tell **You** and pay **You** the balance. Any **Excess** **You** have paid will be refunded when **We** have recovered this amount.

If **We** pay **You** under **Policy** Section 1 for a **Constructive Total Loss** or **Actual Total Loss** or Section 2, **You** agree that **We** are entitled (but not obliged) to take ownership of the **Caravan** or **Trailer** or remaining parts or wreckage, or any **Equipment** or **Accessories**, and keep the proceeds of any salvage sale.

Contact Details of Hiller Marine
Level 14, 44 Market Street
Sydney, NSW 2000
Telephone. 1300 121 046
Email: help@newwavemarine.com.au

Hiller Marine acts as an agent for
Berkshire Hathaway Specialty
Insurance Company and is
authorised to arrange, enter
into/bind and administer this
insurance on their behalf.

New Wave Marine is a trading
name of Hiller Marine Pty Ltd
ABN 611 606 029 - AFSL
553722.

Document: 1st May 2024
NWMC1/5/24
Thank you for receiving this
document electronically.