



MemberCare[®] Caravan Insure Policy

Product Disclosure Statement
incorporating the Policy Wording



MEMBERcare[®]



CUNA MUTUAL GROUP

Welcome to CUNA Mutual General Insurance

CUNA Mutual General Insurance is part of the CUNA Mutual Group, one of the leading financial services providers to community based financial institutions such as Credit Unions, Building Societies, Co-operatives, and Community Banks and their members worldwide.

Established in 1935, the CUNA Mutual Group operates in over 10 countries. Starting its Australian operation in 1969, today it provides insurance and insurance-related products to over 90% of Australia's Credit Unions.

We are committed to providing Australian community based financial institutions and their members with strong personal and financial protection through *our* MemberCare range of products and services as well as specialist insurance support.

For further information please see *your* community based financial institution or contact one of *our* accredited customer service insurance consultants on 1800 730 121. They are available to provide *you* with any insurance assistance *you* may need.

Product Disclosure Statement

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

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

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

Words throughout this PDS and *policy wording* written in *italics* have special meaning. Please refer to pages 15-16 for these meanings.

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

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Section 1

Significant Policy Information

Section 1 – Significant Policy Information

Who is the Insurer of this Policy?

The insurer of this policy is CUNA Mutual General Insurance.

How You can Contact Us

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

CUNA Mutual General Insurance
Level 10, 345 George Street
Sydney NSW 2000
GPO Box 1276
Sydney NSW 2001

Policy enquiries: 1800 730 121

Claims enquiries: 1300 660 727

General Insurance Code of Practice

CUNA Mutual General Insurance is committed to and supports the objectives and principles of the General Insurance Code of Practice. This Code is a self-regulatory code which was introduced to raise general insurance industry standards of practice and service in respect of policy documents, training and claims handling procedures and to promote good relations between insurance companies, their agents and customers. More information on the Code is available by contacting us.

How to Apply for this Insurance

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

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

Your Duty of Disclosure

The Insurance Contracts Act 1984 imposes a duty of disclosure on *you* when *you* first enter into an insurance policy with *us*, and *you* vary, renew, extend, reinstate or replace *your* insurance policy.

1. Your Duty of Disclosure when *you* first enter into this policy with *us*.

What *you* must tell *us*

When answering *our* questions, *you* must be honest. *You* have a duty under law to tell *us* anything known to *you*, and which a reasonable person in the circumstances would include in answer to the question. *We* will use the answers in deciding whether to insure *you* and anyone else to be insured under the policy, and on what terms.

Who needs to tell *us*

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

If *you* do not tell *us*

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

2. Your Duty of Disclosure when *you* renew, vary, extend, reinstate or replace this policy.

Before *you* renew, extend, vary, reinstate or replace this insurance policy with *us*, *you* have a duty to disclose to *us* every matter that *you* know, or could reasonably be expected to know, is relevant to *our* decision whether to accept the risk of the insurance and, if so, on what terms.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by *us*;
- that is of common knowledge;
- that *we* know or, in the ordinary course of business, ought to know; or
- where *we* waive *your* requirement to comply with *your* duty.

If *you* do not tell *us*

If *you* fail to comply with *your* duty of disclosure, *we* may be entitled to reduce *our* liability under the contract in respect of a claim or may cancel the contract. If *your* non-disclosure is fraudulent, *we* may also have the option of avoiding the contract from its beginning.

Section 1 – Significant Policy Information

Our Privacy Promise

We are committed to protecting *your* personal information.

What information do we collect?

The proposal for this insurance only asks *you* for the information that is necessary for *us* to assess *your* application for this insurance. We may also obtain personal information about *you* from another insurer, an insurance reference service or as permitted or required by law.

If you don't give us the information

If *you* do not give *us* all the information requested, we may not be able to process or accept *your* application for insurance.

How we use the information

We use the information we collect about *you* to assess *your* application for insurance and the risk involved. If we issue *you* with a policy, we will also use the information to administer *your* policy and assess any claims. From time to time we may send *you* information on other insurance products.

Disclosure to third parties

We will only disclose information about *you* to a third party if we need to in order to process *your* application, administer *your* policy or investigate and assess any claims. The parties to whom we may disclose *your* personal information include (but are not limited to) reinsurers, health providers, loss assessors, investigators, legal advisors and external complaints and dispute resolution bodies.

We will also disclose information about *you* to a third party if required to by law.

Access to information

You are entitled to access *your* personal information, except in some limited circumstances outlined in the Privacy Act 1988. *You* can request access to *your* personal information by writing to *us*.

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Privacy enquiries or complaints

We have internal procedures in place to ensure that any concerns *you* may have relating to the privacy of *your* information is resolved promptly, including access to *our* Internal Dispute Resolution Panel.

If *we* are unable to resolve *your* complaint internally, *you* can direct *your* complaint to:

The Director, Compliance
Office of the Federal Privacy Commissioner
GPO Box 5218, Sydney NSW 2001.
Tel: 1300 363 992

Please ask *us* if *you* have any queries on what personal information *we* collect or how it will be used. A copy of *our* Privacy Policy is available on request.

Financial Claims Scheme

This policy may be a ‘protected policy’ for the purposes of the Federal Government’s Financial Claims Scheme (FCS). The FCS is administered by the Australian Prudential Regulation Authority (APRA). We are authorised by APRA.

In the unlikely event of an insurer authorised by APRA, such as us, becoming insolvent, the Federal Treasurer may make a declaration that the FCS applies to that insurer. If the FCS applies, as a policyholder, you may be entitled to have valid claims paid under the FCS. Access to the FCS is subject to eligibility criteria.

Information about the scheme can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60.

Section 1 – Significant Policy Information

Significant Features and Benefits of this Insurance

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

Your Caravan Insure cover:

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

Significant Risks of this Insurance

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

Under-insurance

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

Policy limits

Limits apply for some items. E.g. any one contents item is limited to \$500. *You* can however advise *us* of items with higher values and they will be listed on the *policy schedule*.

Excesses

An *excess* is the amount *you* have to pay in the event of a claim under *your* policy. *You* may be subject to one or more *excesses* under this policy. A full description of all the *excesses* that may apply can be found on pages 17-18 of the *policy wording*. The actual *excess* amount *you* have to pay is displayed on *your policy schedule*.

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Disclosure

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

Payments

Through *your* financial institution, we offer *you* various ways in which *you* can pay for *your* premium. If *you* fail to pay the premium for this policy, we have the right to cancel *your* policy. See General Conditions on pages 28-30 for full details and consequences if *you* elect to pay by instalments.

Standard Cover

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

General Exclusions of this Insurance

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

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

Taxation Information about this Insurance

We list all taxes and charges individually on all schedules (e.g. Stamp Duty, Goods and Services Tax). Details on how the Goods and Services Tax affects *your* claim is included in the *policy wording* on page 29.

Confirmation facility

You may obtain confirmation of any policy transaction by calling 1800 730 121 or email customer_service@cunamutual.com.au.

Section 1 – Significant Policy Information

How We Price this Insurance Product

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

Our Service Commitment – Dispute Procedures

CUNA Mutual General Insurance is committed to service excellence. An integral part of *our* service excellence is the provision of an efficient, free and fair internal dispute resolution procedure.

Should *you* have a complaint in connection with this policy, relating to a claim, *our* service or that of *our* agents or any one else acting on *our* behalf, please contact *us* directly and we will do *our* utmost to resolve the problem. *Our* contact details are shown on page 5. If the service officer receiving the complaint cannot resolve it, it will be referred to a Manager with sufficient authority to deal with the complaint. A written response will then be issued within 5 working days.

If the response does not resolve the complaint to *your* satisfaction, at *your* request, the matter will be referred to *our* Internal Dispute Resolution Committee (IDR). This is a free service to *you*. The members of the IDR have the authority to review all aspects of the dispute. A written notice setting out the final decision will be issued within 15 working days of the dispute arising.

This notice will also provide details of further action that *you* may take if the dispute is not resolved to *your* satisfaction.

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If a dispute exists in relation to a claim or dispute after we have had the opportunity to resolve the matter internally, then *you* may contact:

Financial Ombudsman Service

GPO Box 3, MELBOURNE VIC 3001

Telephone 1300 78 08 08 (local call fee applies)

The **Financial Ombudsman Service** consists of a group of specialist advisers that are independent from insurance companies and whose purpose is to assist in the resolution of such disputes and is at no cost to *you*.

You can obtain further information on the **Financial Ombudsman Service** at www.fos.org.au.

Your Cooling-Off Period

If *you* are not completely satisfied with this insurance product, *you* may cancel *your* policy within 21 days from the date of commencement and receive a full refund. To take advantage of this offer *we* must receive a request from *you* within 21 days of the commencement date. This offer does not apply if *you* have made a claim within this period or there is a claim pending. *We* will only return government duties and charges to *you* if they are recoverable by *us*.

Making a Claim

Full details of what to do in the event of making a claim can be found on pages 31-32 in the policy wording. *Our* contact details are on page 5.

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

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Section 2

The Policy Wording

Section 2 – The Policy Wording

Our Agreement with You

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

Words that have Special Meanings

Some of the words that appear throughout the PDS have special meanings, which are set out below. Whenever these words appear they will be highlighted in *italics*.

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

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

Agreed value means the amount specified in *your policy schedule*.

Annexe means a structure that attaches to *your caravan*.

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

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

Burglary means stealing following forcible or violent entry.

Excess means the amount *you* must pay towards the claim. The amount of any *excess* payable is shown in *your policy schedule*. The categories of *excess* that may apply are explained on pages 17-18 of the *policy wording*.

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

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

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

Period of insurance means the period stated as the period of insurance in the *policy schedule*.

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Person insured means the person or persons named in the *policy schedule* as the insured.

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

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

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

Sum Insured means the amount specified in *your policy schedule* for the type of cover selected.

Theft means stealing without forcible or violent entry.

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

We, our, us means CUNA Mutual General Insurance - a business name owned by CUMIS Insurance Society Inc. (Incorporated in the United States. The members of the Society have no liability.)

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

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

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

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

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

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

Section 2 – The Policy Wording

No Claim Bonus

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

Explanation of Excesses

As explained in “Words that have special meanings” on pages 15-16, *excess* means the amount you must pay towards the claim. The amount of any *excess* payable is shown in *your policy schedule*.

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

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

Which excess applies to your claim

There are 4 types of *excess*:

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

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

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When will you not be required to pay an excess?

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

Section 2 – The Policy Wording

Section 2A – Damage to *Your* Property

What we will pay for

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

1. if your *caravan* is a *total loss* we will pay you the lesser of the *sum insured* or the *market value* of your *caravan*;
2. if your *caravan* is not a *total loss*, we will at our option:
 - (a) repair or replace your *caravan*; or
 - (b) pay you the lesser of the *sum insured* or the *market value* of your *caravan*;
3. for your *annexe* and/or your *contents*, we will at our option:
 - (a) repair or replace your *annexe* and/or your *contents*; or
 - (b) pay you the *agreed value* on your *annexe* and/or your *contents*;
4. for your *specified contents* we will pay you the *sum insured* noted on your *policy schedule*. You must provide us with a copy of the valuation certificate for those items valued at more than \$1000 that have a valuation/receipt date shown on your *policy schedule* for *specified contents*, when you make a claim for these items under your policy. If you do not have a copy of the relevant valuation certificate(s) or the description, value or valuation date shown on the valuation certificate(s) differs from that displayed in your *policy schedule*, we may refuse to pay any claim in relation to these items.

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

What we won't pay for

We will not pay for:

- (a) any amount in excess of the *sum insured* specified in *your policy schedule*;
- (b) events or circumstances detailed in Section 2D – Exclusions on pages 25-27;
- (c) any amount in excess of \$500 for any one item of *your contents*;
- (d) any loss where *your caravan* is being used by a person other than *you* or an *authorised user*.

Section 2 – The Policy Wording

Section 2B – Extra Benefits

What we will pay for

1. Alternative accommodation.

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

2. Sum insured reinstatement.

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

3. Transport costs.

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

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

4. Electric motor burnout.

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

5. Burglary or theft.

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

6. Temporary emergency repairs.

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

7. Cover for *your* replacement caravan.

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

What we won't pay for

1. Alternative accommodation.

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

3. Transport costs.

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

4. Electric motor burnout.

We will not pay for:

- (a) any amount in excess of \$1000 for any one claim;
- (b) any electric motor that is over 10 years old.

5. Burglary or theft.

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

6. Temporary emergency repairs.

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

Section 2 – The Policy Wording

Section 2C – Legal Liability

What we will pay for

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

What we won't pay for

We will not pay for:

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

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- (e) bodily injury or death to:
 - (i) *you* or any member of *your* family who normally lives with *you*.
 - (ii) any other person who normally lives with *you*.
 - (iii) *an authorised user* or any member of the *authorised user's* family who normally lives with that *authorised user*.
- (f) any disease that is transmitted by *you* or any member of *your* family who normally lives with *you*, or an *authorised user*.
- (g) *your* liability or *your* acceptance of liability arising out of any contract, unless liability would have attached in the absence of the contract.
- (h) if at the time of the accident *your caravan* was attached to:
 - (i) a registered motor vehicle.
 - (ii) an unregistered motor vehicle on a public roadway.
- (i) any claims in connection with the contamination or pollution of the land, air or water from *your caravan* or *annexe*.
- (j) liability for which *you* are required by law to be insured against, whether or not *you* have obtained cover, arising out of:
 - (i) the lawful use of *your property*;
 - (ii) goods falling from *your caravan*;
 - (iii) loading or unloading *your caravan*;
 - (iv) erecting or dismantling the *annexe*.
- (k) events or circumstances detailed in Section 2D – Exclusions on pages 25-27.

Section 2 – The Policy Wording

Section 2D – Exclusions

These exclusions apply to all sections of this policy.

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

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

MemberCare – Caravan Insure Policy

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

1. loss of value of *your caravan* or *annexe* due to its age or condition.
2. canvas, vinyl or fabric *annexes* more than five years old.
3. loss or damage to, or *theft* or *burglary* of, *your contents* in the open air or whilst stored in an unlocked *annexe* or in a canvas, vinyl or fabric *annexe*.
4. the cost of reinstalling or replacing electronically stored files.
5. any equipment or machinery which is a computer, containing or comprising any computer technology (including a computer chip or control logic) that fails to perform or function in the precise manner for which it was designed or for any reason arising from the performance or functionality of such computer technology.
6. stock used for a business, trade or profession.
7. goods kept for sale, distribution, on display, exhibition or consignment.
8. the loss of intellectual property in, or sentimental value of, an item.
9. loss or damage that occurs outside Australia.
10. any intentional act by *you*, any person who normally resides with *you*, or a person who is acting with *your* consent or the consent of someone who normally resides with *you*.
11. *your caravan* or *annexe* while it is entrusted to another person for sale or while it is on consignment.
12. *your caravan* or *annexe* while undergoing repairs with a repairer.
13. the cost of fixing faulty repairs.
14. the cost of hiring a substitute *caravan* or *annexe*, other than the accommodation covered under this Policy (please refer to page 21 for further details).
15. tyre damage caused by road cuts, punctures, bursts or application of brakes.

Section 2 – The Policy Wording

Section 2D – Exclusions (cont.)

16. loss or damage if *you* do not secure *your caravan* after it breaks down, suffers accidental damage or is stolen and found.
17. loss or damage to any item of *your contents* that has a value in excess of \$500, unless such items are noted on *your schedule* as *specified contents*.
18. using *your caravan*, whilst it is in an unsafe, unroadworthy or damaged condition.
19. any amount in excess of the lesser of:
 - (a) the *sum insured*; or
 - (b) the *market value*;
of *your caravan*.
20. loss or damage that occurred before *you* insured *your caravan* with *us*.
21. loss or damage resulting from loss of use of *your caravan*.
22. use of *your property* by anyone other than *you* or an *authorised user*.

Section 2E – General Conditions

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

1. Legal representation.

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

2. Taking precautions.

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

3. Cancelling this policy.

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

We may have the right to cancel *your* policy if *you* have:

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

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

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

4. Paying by instalments.

If *you* are paying *your* premium by instalments:

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

Section 2 – The Policy Wording

Section 2E – General Conditions (cont.)

5. Notification of change of risk.

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

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

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

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

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

6. Goods and Services Tax (GST).

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

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

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

7. Breach of policy.

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

8. Persons bound.

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

9. Right of recovery (Subrogation).

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

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

Section 2 – The Policy Wording

Section 2F – What To Do in the Event of a Claim

The following applies to all sections of *your* policy:

1. Do not admit liability.

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

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

2. Prevent further damage.

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

3. Authorising repairs.

Other than temporary emergency repairs detailed on page 21 *you* cannot undertake or authorise repairs without *our* prior written consent.

4. Contact the police.

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

5. Notification of an incident.

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

6. Co-operation and retention of evidence.

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

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

7. Quotes and inspections.

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

8. Do not move *your* damaged caravan.

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

End of Policy Wording

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This Product Disclosure Statement is issued by:
CUMIS Insurance Society Inc.
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(Incorporated in the United States.
The members of the Society have no liability.)
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