

Territory Caravan & Trailer Insurance



Product Disclosure Statement

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Territory Caravan & Trailer Insurance

This Product Disclosure Statement (PDS) is an important document that contains information designed to help you make an informed decision about whether to purchase this insurance.

You need to ensure you have all the protection you need, so please read through this PDS carefully, and store in a safe place for easy reference.

TIO has been a part of the Territory for over 40 years and our insurance products aim to reflect the needs and conditions of the Territory.

Now, as a division of the insurer Allianz Australia Insurance Limited, (AFS Licence No. 234708 ABN 15 000 122 850) we're able to use our years of local expertise, combined with global experience, to offer an extended range of products and services to our customers.

Welcome and thank you for choosing Territory Caravan and Trailer Insurance.

Summary of policy features and benefits

Our caravan and trailer insurance covers you for accidental loss of (including theft) or damage to your caravan or trailer. You need to decide if this insurance is right for you and you should read all of the documents that make up the policy to ensure you have the cover you need.

Summary of features and options

Features and benefits

Accidental Loss of or damage to your caravan or trailer

Annexe

Contents – up to \$1000 any one incident caused by or arising from a covered accident

Emergency accommodation – \$100 per day maximum \$1000 any one incident

Emergency repairs – up to \$500 any one incident

Food Spoilage – up to \$500 any one incident

Legal liability – \$20,000,000 any one event or series of events

New for old replacement after a total loss – caravan or trailer less than 2 years from first registration

Return costs – \$500 any one incident

Temporary cover on replacement caravan or trailer – 14 days

Towing – Reasonable costs

Summary of optional benefits you can add

Increased contents cover – Specified amount as nominated by you

Fusion/Motor burn out – up to \$500 any one incident

Below we have included a list of all the policy features and options that are available or that you can choose. The table is a guide only, and for information on what is covered and what is not covered and any for limits that apply please read your Schedule and this PDS including the “when we will not pay your claim” section.

Caravan	Camper trailer	Horse trailer	Trailer
✓	✓	✓	✓
✓	✓	✗	✗
✓	✓	✗	✗
✓	✓	✗	✗
✓	✓	✓	✓
✓	✓	✗	✗
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
Caravan	Camper trailer	Horse trailer	Trailer
✓	✓	✗	✗
✓	✓	✗	✗

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Our agreement with you

Your insurance contract

When you buy our caravan and trailer insurance, we enter into a contract with you that is called the policy which is made up of:

- your policy schedule;
- this Product Disclosure Statement (PDS),
- any applicable Supplementary PDS (SPDS) we issue that varies the PDS; and
- any other document we tell you forms part of the policy at or prior to entry into your insurance contract or when required or permitted by law.

This document (together with any amendments, updates, supplementary PDSs and/or endorsements that we give you in writing which may vary it when required or permitted by law) will also apply for any offer of renewal we make, unless we tell you otherwise or issue you with a new and updated PDS.

If there is more than one insured on the policy, then anything that any of the insureds says, does or omits to advise to us of applies to and affects the rights to all of the insureds.

Your waiting period for cyclone, flood and bush fire

To manage the risk of people taking out insurance on their uninsured caravan or trailers when events such as cyclones, floods or bush fires are predicted, we do not provide cover for any loss of or damage to your caravan or trailer caused by these events during the first 72 hours after the policy is first taken out by you (it does not apply to renewals). However, you will be covered from the time you take out the policy for any other covered loss of or damage to your caravan or trailer not caused by these events.

Caravan and Trailer Policy Schedule

Your policy schedule shows the type of cover you have and any optional covers you have added under the policy. It also shows the period that the policy covers you for called the period of insurance.

Receiving your policy documents

You may choose to receive your policy documents

- electronically (by email) or
- hard copy by post

In the event that you choose to receive your documents electronically, we will send them to the email address that you provide us, not your mailing address. Any documents sent by email will be considered to have been received by you 24 hours from the time we sent them to your email address.

If you do not tell us to send your documents to you electronically, then we will send them to you by post to the mailing address that you have provided us.

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 (refer to “Changes to your policy”).

Your responsibilities

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether the policy is specifically appropriate for your objective, financial situation or needs, you should carefully read this document before deciding.

When entering into the policy or on variation, extension or reinstatement you must meet your duty of disclosure obligations. See page 11.

You must during the term of the policy follow and meet all of the policy's terms and conditions. In particular:

- moving your caravan or trailer from rising flood waters if it safe to do so;
- keep your caravan or trailer well maintained and in a roadworthy condition. We may reduce or refuse your claim to the extent that your caravan or trailer's state of repair contributed to or caused the loss;
- ensure that any information you give us as part of a claim document or statement to us is honest and complete.

Not meeting your responsibilities

If you do not meet your responsibilities, then to the extent permitted by law we may do either or both of the following:

- reduce or refuse your claim to the extent we are prejudiced by your noncompliance; and/or
- cancel your policy

If fraud is involved we can treat your policy as if it never existed. The above rights are subject to any relevant law.

Special conditions

We may impose special conditions on your policy that exclude, restrict or extend cover for a certain person or condition.

An example of this would be when we may not cover certain drivers. These conditions will be listed on your policy schedule and you should read the policy schedule carefully.

Your premium

In return for paying or agreeing to pay us your premium, we will provide the cover that you have chosen. Your premium will be based on our view of the likelihood of a claim being made on your policy during the term of the policy. When we work out the premium we look at a number of factors that have over time been shown to be a good determinate of the likelihood of a claim being made. Some of these factors include:

- the type of caravan or trailer you have insured and where you keep it; and
- the value you nominate for your caravan or trailer.

Minimum premiums may apply. In some cases, discounts/entitlements may apply if you meet certain criteria we set.

Any discounts/entitlements may be subject to rounding and only apply to the extent any minimum premium is not reached. If you are eligible for more than one, we also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Any discounts/entitlements will be applied to the base premium calculated prior to any taxes being added.

Paying your premium

You must pay your premium on time. You can pay your premium as a:

- lump sum annually; or
- in 12 monthly instalments by direct debit from a bank account or credit card you nominate.

Your policy schedule shows the amount you need to pay and the due date for your annual premium or monthly instalments.

What happens if you don't pay your premium on time

You need to pay your annual premium or instalments by the due date. If you do not pay your premium by the due date, your policy may be cancelled and you may not be able to make a claim. We will notify you if an instalment has not been paid and we will try to deduct the overdue amount along with your next regular payment. If the next attempt to deduct the outstanding amount fails, we will cancel your policy for non-payment. We will send you a notice advising you of cancellation, and cancellation will be effective 14 days from the date on this notice.

A monthly instalment will be considered unpaid by us if it cannot be deducted from your nominated account or credit card.

We may deduct any outstanding premium amount or incorrectly refunded premium, from any claim payment.

Fourteen day cooling off period

You can ask us to cancel your policy within fourteen days from:

- the date we issued you a new policy
- the start date of a policy that you have renewed

and in either of these situations, provided you have not made or an event has not occurred that could give rise to a claim on your policy, we will refund your premium. 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 the policy at any time by calling us. Refer to the “cancellation rights under your policy” section for further details.

Renewing your policy

You will receive a renewal notice at least 14 days prior to the expiry date of the period of insurance advising whether we will offer renewal or not.

If we offer renewal, the renewal notice will set out the renewal terms, including the new premium and excess(es).

If you pay your premium by instalments and are happy with the proposed renewal terms and you don't have to notify us of any matter required in the renewal notice you won't need to contact us. If we don't hear from you by the expiry date we will automatically renew the policy on the terms proposed.

Where you have provided us with a nominated account/ credit card we will also deduct the instalments for the new policy, unless you tell us not to.

If you don't want to take up the renewal offer or need to vary it or the information listed contact us before the renewal.

Each renewal is a separate policy, not an extension of the prior policy and the cooling off period applies on each renewal.

Assigning your rights and appointing a representative

You need to tell us if you want to have someone represent you and we need to agree. We will not unreasonably withhold our agreement. This also applies if you want someone to manage your policy or claim.

Governing law

Your contract is governed by the law of the state of Australian State or Territory where you keep your caravan or trailer.

Duty of Disclosure

Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, varied, extended or reinstated as applicable).

Your Duty of Disclosure when you enter into the contract with us for the first time

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and tell us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

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

Your Duty of Disclosure when you vary, extend or reinstate the contract

When you vary, extend or reinstate the contract with us, your duty is to tell 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.

What you do not need to tell us

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

Non-disclosure

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, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Your No Claim Bonus (NCB) or Rating level

A no claims bonus and a rating level mean the same thing.

Your no claims bonus or rating level rewards you for not having made claims. With this feature, each additional consecutive year that you and the covered drivers on your policy have not had a claim helps keep your premium lower (up to a maximum).

When a claim is made, the no claims bonus or rating level may be reduced (including to nil).

When you retain your no claim bonus or rating level

Your no claim bonus level will not be impacted when:

- the driver of the tow vehicle at the time of the accident did not contribute to the cause of the accident, that is the claim is a recoverable one. Recoverable is a word with a special meaning in this document. This meaning is outlined in the section in the section "Words with special meanings";
- your caravan or trailer was damaged whilst parked, and you supply us with:
 - the name, address and licence number of the responsible party; and
 - the registration number(s) of the other vehicle(s) involved in the accident; or
 - any other information that would reasonably allow us to identify the responsible party so that we can exercise our rights of recovery.

Premiums are calculated prior to no claim bonus discount being applied. The premium for a policy may increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

Comprehensive caravan and trailer insurance

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

Accidental loss of or damage to your caravan or trailer

We will cover you for accidental loss of (including theft) or damage to your caravan or trailer during the period of insurance, subject to the other terms of this section and the policy (including those relating to the limits and excess).

Where new for old replacement of a new caravan or trailer after a total loss does not apply, at our option (acting reasonably) we will:

- repair your caravan or trailer; or
- pay the reasonable cost of repairing your caravan or trailer; or
- pay you the nominated value of your caravan or trailer, being a reasonable sum that fairly represents the value of the caravan or trailer.

Further we will adjust your claims payment in accordance with the GST provision shown under GST notice.

New for old replacement of a new caravan or trailer after a total loss

We will replace your caravan with a new caravan or trailer of the same make, model, size and features including any modifications, options and accessories, so long as it is available in Australia provided:

- your caravan or trailer is a total loss;
- you purchased it new from the manufacturer or their dealer;
- where your caravan or trailer is financed, your financier has given us written consent; and
- your caravan or trailer is less than two years old from when it was first registered at the time it is declared a total loss.

If a new replacement caravan or trailer is not available, we will pay you the nominated value of your caravan or trailer, being a reasonable sum that fairly represents the value of the caravan or trailer.

If the payment of an excess is applicable it is payable to us prior to us replacing your caravan or trailer.

We also pay the registration required for your caravan or trailer, stamp duty and dealer charges for the period registered (but not exceeding 12 months) on the new caravan or trailer.

Temporary cover on replacement caravan or trailer

If you sell or give away your caravan or trailer and replace it with another one, we will provide temporary cover for the replacement caravan or trailer for 14 days only from the time you sold or gave the caravan or trailer away on the same terms set out in your policy, except that we will only insure the caravan or trailer for the market value.

If cover is to continue on the replacement caravan or trailer:

- you must give us full details of the replacement caravan or trailer before the expiry of the 14 day temporary cover period;
- you must obtain our agreement to cover your replacement caravan or trailer;
- you must pay any extra premium we require; and
- provide any other information we may reasonably require.

Based on the information you provide we may either accept or decline to continue to cover the replacement caravan or trailer. If we decline the policy will end.

Annexe

We will cover you for loss or damage to your annexe. 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.

The maximum amount we will pay in respect of any one incident is the nominated value or, where specified separately, the most we will pay is the accessories amount specified on your policy schedule.

Other benefits we will pay

Unless we have stated differently under one of the other benefits listed below, the benefit will only apply where we have accepted your claim for accidental loss of or accidental damage to your caravan or trailer (called a covered accident) under the policy and any payment we may make under this section will be paid in addition to any amount payable for the loss of or damage to your caravan or trailer.

Contents

We will pay for accidental loss (including theft) of or damage to your contents contained in your caravan, but not your trailer, up to a maximum of \$1000 in total caused by or arising from a covered accident.

We will not pay for theft or attempted theft from your caravan if:

- it is not securely locked; or
- there is no physical evidence of forcible and violent entry; or
- the theft or attempted theft is by someone who is in your caravan with your consent; or
- the theft or attempted theft is from an annexe, awning or other part of the caravan or the fold out section of your camper trailer which is made of canvas, vinyl or similar soft materials.

How we will settle your contents claim

At our option (acting reasonably), we will:

- repair or replace your lost or damaged contents; or
- pay you the reasonable cost of repair or replacement; or
- pay you up to \$1000 in total.

Emergency accommodation

We will pay for any reasonable accommodation expenses incurred by you as a result of a covered accident, provided that at the time of the covered accident your caravan was more than 100 kilometres from the address where it is normally parked at night.

The maximum we will pay in respect of any one incident is \$100 per day up to a maximum of \$1000.

Emergency repairs

We will reimburse you for the cost of emergency repairs which may be necessary to enable you to tow your caravan or trailer to its intended destination after a covered accident.

The maximum we will pay in respect of any one incident is \$500.

Food spoilage

Following a covered accident we will pay up to \$500 for food that is damaged by the same event and cannot be eaten.

Legal costs

Provided we agree in writing, we will pay for all legal costs and expenses in defending any court proceedings arising from a claim for liability covered by the policy.

We will not pay for legal costs and expenses relating to any criminal or traffic proceedings.

Liability

We will cover your legal liability to pay compensation for loss or damage to someone else's property that is caused by an accident which is partly or fully your fault which occurs during the period of insurance and arises out of the use of your caravan or trailer.

The above cover is extended to:

- any person who is using or in charge of your caravan or trailer with your permission; or
- a passenger who is getting into or out of your caravan.

We will not pay for legal liability:

- where the loss or damage occurs to your own property, your spouse's or de facto's property or to property which is in your possession, custody or control; or
- that is insurable under a statutory or compulsory insurance policy or compulsory insurance or compensation scheme or fund covering such legal liability even if the amount recoverable is not.

The maximum amount we will pay arising from any one event or series of related events involving your caravan or trailer is \$20,000,000.

Return costs

If we have accepted your claim and repaired your caravan or trailer, we will pay you the reasonable costs necessary for you to collect it. The maximum amount we will pay you in respect of any one incident is \$500

Towing

Following a covered accident, we will pay the reasonable cost of protection, removal and towing of your caravan or trailer to the nearest repairer, place of safety or any other place which we agree to.

Travelling costs

If your caravan or trailer cannot be safely driven home after a covered accident we will reimburse you for the reasonable cost of travel necessary to return you, your spouse, your de facto and/or dependent children to your home.

The maximum we will pay for any one incident is \$750.

Optional benefits

Any optional benefits you have been provided with will be automatically included with any renewal offer we make unless you contact us and ask us to remove these optional benefits at renewal.

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

Increased contents cover

This optional benefit increases your contents cover and is in addition to the contents cover we provide under the "Other benefits we will pay" section.

Where the schedule shows that increased contents cover applies, we will pay for accidental loss of (including theft) or damage to your contents contained in your caravan for a covered accident, up to the sum insured you nominate as shown on your policy schedule.

How we will settle your contents claim

At our option (acting reasonably), we will:

- repair or replace your lost or damaged contents; or
- pay you the reasonable cost of repair or replacement; or
- pay you up to the sum insured noted on your schedule under "Contents".

Fusion/Motor Burn Out

When the policy schedule shows that this fusion option applies and an electrical current damages the electrical motor of an item of your contents during the period of insurance we will, at our option (acting reasonably), either pay the reasonable cost to rewind the motor or replace the motor.

We will not pay for:

- any associated repair or replacement costs for items such as fuses, switches, electrical components, printed circuit boards, bearings, lighting or heating elements, protection devices or electrical contacts at which sparking or arching occurs in ordinary working
- the cost of repair or replacement of rectifiers and transformers;
- motors if the damage is covered under any warranty or manufacturers' guarantee; or
- motors more than 10 years old.

The maximum we will pay any one incident is \$500.

Making a claim

Assisting us with your claim

You must assist us with your claim. This means give us all the information and assistance with your claim which we may reasonably require. If you do not we may not pay your claim or provide cover to the extent we are prejudiced by that failure.

If we have the right to recover any amount payable under this policy from any other person, you must take reasonable steps to co-operate with us in any action we may take.

When you are at fault

You are at fault if you:

- are responsible for the accident; or
- contributed to the cause of an accident.

What we pay for

If we agree to settle your claim, we will (acting reasonably):

- decide whether to repair your caravan or trailer, pay the reasonable cost of repairing your caravan or trailer or pay the nominated value, being a reasonable sum that fairly represents the value of the caravan or trailer;
- pay any other benefits that apply;
- pay for any optional covers you have chosen and paid for;
- deduct any amounts that apply to the policy such as excess or unpaid premium.

How we will settle your claim

We may choose (acting reasonably) to settle you claim in any of these ways.

Repair your caravan or trailer

We can arrange for a repairer to repair your caravan or trailer or you can arrange for your own repairer. To see what happens when a decision is being made on a repairer see the section "Choosing a repairer".

Pay you the reasonable cost of repairing your caravan or trailer

Rather than repair your caravan or trailer we can choose (acting reasonably) to pay you the reasonable cost of repairing it having regard to the quote from your nominated repairer and other repairers as well as reports from our trained assessors.

We may choose (acting reasonably) the approach of paying you the reasonable cost to us of repairing your caravan or trailer where we are not satisfied with the repairer you choose.

Pay your claim as a total loss

We may pay out your claim as a total loss when we consider your caravan or trailer to be a total loss or we choose to do so. If we pay out your claim as a total loss, your policy comes to an end and there is no refund of premium to you for any unexpired period of the policy.

For caravan and trailer insurance we pay the nominated value, being a reasonable sum that fairly represents the value of the caravan or trailer less:

- excess; and
- unpaid premium including any unpaid instalments in the period of insurance if you pay your premium by instalments.

After we have paid out your claim as a total loss we will keep the caravan or trailer. At our discretion (and if safe to do so), you may reclaim the caravan or trailer if you agree to pay the salvage price.

No cover after a total loss

On the date we confirm that we will pay your claim for the total loss of your caravan, all cover under the policy in respect of that caravan or trailer will cease, except where a replacement caravan or trailer is provided by us.

Pay for other benefits

If we agree to pay you other benefits under the policy, we will pay the reasonable cost. We will repair, replace or pay the relevant loss or damage (as applicable) up to the maximum amount that applies under the benefit.

What happens to your property

Damaged property

If we settle the claim for a total loss then the damaged item becomes our property. At our discretion (and if safe to do so), you may reclaim the recovered caravan or trailer if you agree to pay the salvage price.

Creditor provider's rights

You must tell us if you have used the caravan or trailer as security for a loan. This may also apply if you have a lease or hire purchase agreement on your caravan or trailer.

When you do this we note the credit provider on your Caravan and Trailer Policy Schedule.

When there is a credit provider noted:

- we treat the caravan or trailer as being under a finance arrangement;
- we treat any statement, act, or omission or claim by you as a statement, act or admission by the credit provider; or
- we may recover any payment either in your name or the credit provider's name.

Payments to the credit provider

If we pay you for a claim on your caravan or trailer under a finance arrangement, we first pay the credit provider the lower of these amounts after deducting any excess and deductions that apply:

- the market or nominated value;
- the cost of repairing your caravan or trailer; and
- the balance owing to the credit provider under the finance arrangement.

If the credit provider is entitled to the salvage of the caravan or trailer, we will deduct the estimated salvage value of the caravan or trailer from any amount we pay them.

However we will only pay the credit provider if they:

- are noted on your policy schedule; and
- give us any help we reasonably ask for.

If we make a payment to a credit provider, then that payment discharges our obligation to you under your policy for the amount paid.

If we decide to settle your claim as a total loss, before we settle your claim:

- we will check the Personal Property Securities Register to confirm whether any money is owing on your caravan or trailer; and
- you must settle any finance arrangement over your caravan or trailer and remove it from that register or agree for us to pay (and provide all information we reasonably require to pay) the settlement amount (up to the outstanding balance on the finance arrangement) directly to the credit provider.

Business registered for GST

If you are a business registered for GST. Before we make any payment on your policy, we will deduct an amount equal to your input tax credit entitlement. This applies to any amount we pay, including where we state that an amount will include GST.

We will consider any payment we make to settle your claim to be made in full even if we have reduced the amount we pay as described above.

GST notice

This 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 this policy may be increased for GST in some circumstances (see next page).

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 in addition to the sum insured/limit of indemnity or other limits shown in the policy or in this 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 this 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.
- Where the policy insures business interruption, we will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

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. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

Recovery against another party

We have the right to recover from any person, in your name, the amount of any claim paid under this policy and we have full discretion in the conduct, settlement or defence of any claim in your name. We will act reasonably having regard to your interests, and will keep you informed if you ask us to. If we recover more than the amount we have paid to you or on your behalf, we will pay you the balance.

The amount of excess you have paid will only be refunded when your claim is recoverable.

Repairing your caravan or trailer

If we choose the option of repairing your caravan or trailer, we will decide (acting reasonably) the best way of repairing any damage that exists.

In order to be sure that you are covered under this policy you should always contact us for approval before you start any repairs on your caravan or trailer. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

Choosing a repairer

TIO can assist you in selecting a suitable repairer to repair the damage to your caravan or trailer. You also have the right to choose your own repairer. In both instances we will work closely with the repairer to strive to achieve the best repair outcome for you however we may require a second quotation from a repairer chosen by us. We will then choose (acting reasonably and subject to any relevant policy limits) to:

- authorise the repairs at your repairer of choice;
- pay you the reasonable cost of repairing your caravan or trailer; or
- move your caravan or trailer to a repairer we both agree on.

Authorising repairs

You may only authorise emergency repairs as detailed under the “Emergency repairs” benefit. You should not authorise further repairs to your caravan or trailer without our prior consent.

Before we make a decision regarding your claim and repairs to your caravan or trailer, we may need to inspect your caravan or trailer.

An assessor may be appointed by us. We or our assessor will make the necessary arrangements with you.

Parts used to repair your caravan or trailer

If we are unable to repair the part, we may use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater than the maker’s last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory.

In the event that any spare part, extra or accessory cannot be obtained within a reasonable time, we may choose to pay you the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

Guarantee on repairs

We guarantee materials and workmanship on repairs we authorise for as long as you own or lease your caravan or trailer. This guarantee is not transferable.

Unrepaired damage

If your caravan or trailer had any unrepaired damage before an incident, then you may need to contribute to the repair costs.

You need to do this when the damage caused by the incident results in us having to repair more areas of your caravan or trailer than were affected by the unrepaired damage. Before we ask you to contribute we will explain why, tell you how much it will be and how to pay it prior to the authorisation of any repairs.

Undamaged areas

We will not repair undamaged areas of your caravan, trailer or annexe to ensure a uniform appearance. We will make best efforts to use the nearest available equivalent to the original materials or item.

Excesses/deductions

An excess is the amount(s) shown in the policy schedule which is the amount you must pay as a contribution to each claim under your policy unless we state an excess does not apply. More than one excess may apply. If we settle your claim by cash settlement we will deduct the excess from the amount we pay you. In other circumstances, you may need to pay the excess as a contribution to the repair or replacement.

There are different types of excess which may apply to you at the time of the claim.

The excess types are shown on the policy schedule under the heading Excess Your contribution to any claim.

The payment of an excess helps to keep the cost of your premium down by reducing the number of small claims made against our insurance policies. These are:

Excess

The excess is the amount you must pay as a contribution to each claim. The amount of the excess will be shown on the policy schedule, next to the heading "excess".

The excess is comprised of the "Minimum basic excess" and any "Imposed excess".

- **Minimum basic excess**

The minimum excess that is due under the policy for each claim. The amount of the minimum basic excess will be shown on the policy schedule.

- **Imposed excess**

An imposed excess may be applied to a policy due to risk based underwriting criteria. It applies in addition to the minimum basic excess. Any imposed excess amount will be shown on the policy schedule.

When you do not have to pay the excess

You will not have to pay any excess if:

- the claim relates to damage, that was the fault of a person, other than the driver of your car or the driver of the car towing the caravan or trailer, at the time of the incident; and
- you can provide us with the name and contact details of the other person or any other information that would reasonably allow us to identify the person so that we can exercise our rights of recovery; and
- the claimable loss is recoverable by us.

Other deductions

If we finalise your claim as a total loss there are other amounts we deduct before we pay out your claim:

- any unpaid premiums or monthly instalment payments that cover the rest of your policy; and
- salvage value, if applicable. Normally we will keep the caravan or trailer in the event of a total loss but if we agree to let you keep the wreck then we will deduct its estimated salvage value.

When we will not pay your claim

You are not covered and we will not pay any claim under the policy for loss, damage or liability or costs or expenses that is caused by or arises from or is in any way connected with:

An unlicensed driver

Your caravan or trailer being towed by or in charge of someone unlicensed, or not complying with the conditions of their licence. We will pay a claim for you but not the driver or person in charge of the vehicle towing your caravan or trailer if you can prove to us that:

- you were not the driver of the vehicle towing the caravan or trailer when the incident leading to the claim occurred; and
- you did not or could not reasonably have been expected to know that the driver was unlicensed, or not complying with the condition of their licence.

A driver under the influence

The vehicle towing your caravan or trailer being driven by you, or any other person:

- under the influence of any drug or intoxicating alcohol;
or
- who, as a result of the accident, is convicted of driving under the influence of any drug or intoxicating alcohol;
or
- who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the state or territory where the accident occurred; or
- who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police

We will pay a claim for you, but not the driver or person in charge of the vehicle towing your caravan or trailer vehicle, if you can prove to us that:

- you were not the driver of the towing vehicle when the incident leading to the claim occurred; and
- you had no reason to suspect that the driver was affected by alcohol or any drug.

Exceeding load limits for the towing vehicle, caravan or trailer

The vehicle towing your caravan or trailer carrying more people or a larger load than it is designed for, or the driver is permitted to carry by law, or your caravan or trailer is carrying a larger load than it is designed for.

We will not refuse your claim if you can prove that the accidental loss, damage or liability was not caused or contributed to by its greater load or number of passengers.

Unsafe caravan or trailer

Your caravan or trailer being used in an unsafe or un-roadworthy condition or was being towed by an unsafe or un-roadworthy vehicle. We will not refuse your claim if you can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or un-roadworthy condition of your caravan trailer or the vehicle towing it.

Deliberate, intentional, malicious or criminal act

Your caravan or trailer being subjected to a deliberate, intentional, malicious or criminal act (including theft, conversion or misappropriation) caused by or involving:

- you, or any other person named in the policy schedule; or
- any person who is acting with your express or implied consent.

War

Your caravan or trailer being damaged by any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military uprising.

Radio activity or nuclear materials

Your caravan or trailer being damaged by:

- any nuclear fuel or from any nuclear waste;
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission; or
- or nuclear weapons material.

Terrorism Exclusion

Your caravan or trailer being damaged by:

- any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion,
- any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in the above point.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- influence a government or any political division within it for any purpose; and/or
- influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

Absolute asbestos exclusion

The existence, at any time, of asbestos.

Loss of use

Any loss of use of your caravan or trailer.

Tyres

Damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts.

Lawful seizure

The accidental loss or damage as a result of the lawful seizure of your caravan or trailer

Safeguarding your caravan or trailer

Any loss or damage to your caravan or trailer at any time, after an accident, theft or breakdown unless you have taken reasonable steps to protect or safeguard it (see also what your responsibilities are under this policy on page 7).

Renting a caravan or trailer

We will not pay any costs associated with the loan of another caravan or trailer or the cost of renting a caravan or trailer, unless the cover is available under the “emergency accommodation benefit”.

Stone chips/road grime

We will not pay to repair or remove any stone chips on your caravan or trailer unless the chips have extended through the entire thickness of the damaged item. We will not pay to remove any road grime on your caravan or trailer.

Unrelated damage

We will not pay for any damage that was not caused by the incident that you have claimed for.

Waiting period for cyclone, flood and bush fires

We will not pay for loss or damage caused by cyclone, flood or bush fires in the first 72 hours after the policy is first taken out.

Changes to your policy

What you must tell us

You must tell us as soon as reasonably possible, if during the period of insurance the following events occur:

- the nominated drivers of the towing vehicle change; or
- the place where your caravan or trailer is regularly kept changes; or
- the caravan or trailer usage changes from private to business; or
- any finance on your caravan or trailer changes; or
- any matters listed on your policy schedule changes or is inaccurate.

When we receive this information, we may:

- propose changes to the terms and conditions of your policy;
- propose to charge you additional premium;
- cancel your policy if there is a change and we can't reach an agreement with you on altered terms and conditions or premium, or we are no longer prepared to insure you because there has been a material change to the risk; or
- decide not to offer to renew your policy.

If you do not provide the information as soon as reasonably possible we may be entitled to reduce, or refuse to pay a claim under the policy to the extent we are prejudiced by the delay or failure to provide this information.

Cancellation rights under your policy

You may cancel this policy at any time by telephoning us.

We have the right to cancel this policy in certain circumstances.

These include:

- if you failed to comply with your Duty of Disclosure;
- where you have made a misrepresentation to us during negotiations prior to the issue of this policy;
- where you have failed to comply with a provision of your policy, including the term relating to payment of premium;
- where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you; or
- where we are otherwise permitted to do so by law.

If we cancel the policy we may do so by giving you three business days' notice in writing of the date from which the policy will be cancelled. We will give you written notice via one of the following ways:

- give it to you or your agent in person;
- deliver it electronically where we are allowed by law; or
- post it to the address last notified to us.

If you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk and any government taxes or duties we cannot recover.

In the event that you have made a total loss claim under this policy and we have agreed to the claim no return of premium will be made.

How to resolve a complaint

If you are dissatisfied with our service in any way, please contact us and we will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme.

If you are not happy with our response, you can refer your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how we handle complaints you can request a copy of our procedures, using our contact details on the back cover.

Privacy notice

At TIO, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

How we collect your personal information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical

practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why we collect your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; make offers of products and services provided by us, our related companies, brokers, intermediaries, business partners and others that we have an association with that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling us on 131 TIO or going to our website's Privacy section at www.tiofi.com.au.

If you do not provide your personal information we require, we may not be able to provide you with our services, including settlement of claims.

Who we disclose your personal information to

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or caravan manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to your personal information and complaints

You may ask for access to the personal information we hold about you and seek correction by calling 131 TIO 8am–6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at www.tiofi.com.au.

Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

Your consent

By providing us with personal information you and any other person you provide personal information for, consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

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

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

If this insurance has been issued through an insurance intermediary

If your policy has been issued through our agent, or a broker who is acting under a binder arrangement with us, then they are acting as our agent and not as your agent. If your policy has been issued by a broker, other than a broker acting under a binder arrangement with us, then the broker is acting as your agent.

Where this policy has been arranged through an intermediary, a commission is payable by us to them for arranging the insurance.

Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited 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>.

Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document 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 (you can get a paper copy free of charge by contacting Us using our details on the back cover of this PDS).

Other documents may form part of our PDS and the policy, for example schedules, Supplementary PDSs and/or endorsements. When they do, we will tell you before you enter into this policy and in the relevant document. We may also issue other documents forming part of our PDS and the policy where required or permitted by law.

Phoning for assistance and confirmation of transactions

If you need to clarify any of the information contained in this policy wording, wish to confirm a transaction or you have any other queries regarding your insurance policy, please use the contact details on the back cover.

Words with special meanings

In this policy, some words have special meanings wherever they are used in this PDS or in other documents making up the policy. These words and their meanings are outlined below:

accessories, options means any additional item fitted to your caravan or trailer by either the manufacturer or yourself.

accidental, accident means a sudden, violent, external, unusual and identifiable specific event which happens unexpectedly and is unintended by the insured person.

annexe means the structure attached to your caravan to provide additional accommodation, this includes the fold out section of a camper trailer

caravan means caravan the registered caravans or camper trailers shown on your current schedule.

Caravan also includes:

- the permanent fixtures, fittings, furniture, furnishings, and bottled gas equipment contained in or on your caravan; and/or
- an annexe or canvas awning which is securely attached to your caravan at the time of loss or damage.
- its standard tools, modifications, options and accessories as supplied by the manufacturer; and
- its fitted or non-standard extras, modifications and accessories which you have listed on your proposal or given us details of later and which we have accepted and included in your current schedule.

Caravan does not include:

- a caravan permanently on site or which is used as a permanent residence, or
- a motorised caravan, campervan, or motor home.

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.

contents means the property which belongs to your family (or for which your family is legally responsible) consisting of your family's camping furniture, bedding, utensils, crockery, provisions, household goods, clothing, and personal effects all of which are carried in your caravan.

Contents in this policy includes

- removable furniture, carpets or rugs
- portable household appliances
- clothing or personal items
- cash, smart cards, vouchers, tickets or money orders
- sporting goods
- PCs and any equipment that belongs to them
- software that can be purchased over the counter
- CDs, DVDs, records or computer game discs
- photographic equipment, watches or jewellery
- binoculars

excess means the amount shown in the current schedule which you must pay as a contribution to your claim under your policy.

family means any persons who live with you permanently who are any of the following:

- your legal spouse or de facto (meaning de facto relationship where you and your partner are living together in a genuine domestic relationship), or
- your own and your spouse's or de facto's unmarried children.

fittings means items fitted permanently to or that form part of your caravan or trailer. They include but not exclusively things such as fridges, stoves, air conditioners beds mattresses and gas cylinders.

fusion in this PDS means the burnout of electric motors.

Incident means a single event or series of related events.

market value means the cost to replace your caravan or trailer with a caravan or trailer of the same make, model, age size and condition as your caravan or trailer immediately prior to the loss or damage but excluding costs and charges for registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs or transfer fees.

nominated value means the value you nominate it would cost you to replace your caravan or trailer.

period of insurance means the period of time commencing on the effective date stated in the current schedule and ending on the expiry date stated in the current schedule.

recoverable means to recoup the expenses we incurred in providing cover for any accidental loss or damage to your caravan or in covering any of your legal liability costs after a claimable event. A recoverable event does not include and is not restricted to:

- an at-fault claim; and
- a not at-fault claim where you are unable to provide us with the responsible party's name, address and vehicle registration number (or any other information that would reasonably allow us to identify the person so that we can exercise our rights of recovery), any storm or naturally occurring event and a collision with an animal.

(Your no claim bonus may be affected and an excess may be required for any claimable event that is not recoverable by us, unless otherwise stated in your policy).

total loss means when, in our opinion, the caravan or trailer is so badly damaged that it would not be either safe or would be uneconomical to repair, or when it has not been found within 14 days of you reporting its theft to us.

trailer means a box type trailer or horse trailer registered for use on public roads and used to transport goods or horses. It includes all its fittings and any modifications made to it that we have agreed to insure.

uneconomical to repair means when the cost of repairs to us less the salvage value is greater than the:

- replacement value – where a total loss gives you the right to a replacement caravan or trailer under the policy; or
- market or nominated value,

unless otherwise notified to you by us in writing.

we, our or us means Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 trading as Territory Insurance Office (TIO) of 24 Mitchell Street, Darwin NT 0800.

you or your means the person(s) named in the current schedule as the insured.

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For enquiries
call 131 846
visit tiofi.com.au



Supplementary Product Disclosure Statement ("SPDS")

Territory Caravan & Trailer Insurance Policy

Preparation Date: 01/08/2021

Important changes to your Territory Caravan & Trailer Insurance Policy Product Disclosure Statement

This document is an SPDS that updates and amends the Territory Caravan & Trailer Insurance Policy Product Disclosure Statement ("PDS") dated 01 February 2021 trading as Territory Insurance Office (TIO). It is issued by the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708. This SPDS must be read together with the PDS and any other SPDS that you are given which updates or amends the PDS.

This SPDS amends the PDS as follows:

THE 'TABLE OF CONTENTS' SECTION IS AMENDED AS FOLLOWS:

The words "Duty of Disclosure" are deleted and replaced with "Your Duty to take reasonable care not to make a misrepresentation".

THE 'YOUR RESPONSIBILITIES' SECTION IS DELETED AND REPLACED AS FOLLOWS:

Your responsibilities

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether the policy is specifically appropriate for your objective, financial situation or needs, you should carefully read this document before deciding.

When entering into the policy or on variation, extension or reinstatement you must meet your Duty to take reasonable care not to make a misrepresentation obligations. See the section, 'Our agreement with you'.

You must during the term of the policy follow and meet all of the policy's terms and conditions. In particular:

- moving your caravan or trailer from rising flood waters if it is safe to do so;
- keep your caravan or trailer well maintained and in a roadworthy condition. We may reduce or refuse your claim to the extent that your caravan or trailer's state of repair contributed to or caused the loss;
- ensure that any information you give us as part of a claim document or statement to us is honest and complete.

Not meeting your responsibilities

If you do not meet your responsibilities, then to the extent permitted by law we may do either or both of the following:

- reduce or refuse your claim to the extent we are prejudiced by your noncompliance; and/or
- cancel your policy

If fraud is involved we can treat your policy as if it never existed. The above rights are subject to any relevant law.

THE 'DUTY OF DISCLOSURE' SECTION IS DELETED AND REPLACED AS FOLLOWS:

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to us. This responsibility applies until we issue you with a policy for the first time or agree to renew, extend, vary/change, or reinstate your policy.

You must answer our questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs.

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether you are represented by a broker, your particular characteristics and circumstances we are aware of.

If you do not meet the above Duty, we may reject or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and we may treat your policy as if it never existed.

If our information or questions are unclear, You can contact Us via the details on the back cover or visit www.tiofi.com.au/misrepresentation

THE 'CANCELLATION RIGHTS UNDER YOUR POLICY' SECTION IS DELETED AND REPLACED AS FOLLOWS:

Cancellation rights under your policy

You may cancel this policy at any time by telephoning us.

We have the right to cancel this policy in certain circumstances.

These include:

- if you failed to comply with your Duty to take reasonable care not to make a misrepresentation;
- where you have failed to comply with a provision of your policy, including the term relating to payment of premium;
- where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you; or
- where we are otherwise permitted to do so by law.

If we cancel the policy we may do so by giving you three business days' notice in writing of the date from which the policy will be cancelled. We will give you written notice via one of the following ways:

- give it to you or your agent in person;
- deliver it electronically where we are allowed by law; or
- post it to the address last notified to us.

If you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk, plus all or part of any government taxes, levies or duties.

In the event that you have made a total loss claim under this policy and we have agreed to the claim no return of premium will be made.