

Product disclosure statement  
& policy wording

## Caravan & Trailer



Made possible by



**“We’re  
committed to  
protecting  
what’s  
important to  
you.”**

**How to use this booklet**

**1.  
Read it carefully**

**2.  
Call us on  
133 723  
if you have any  
questions**

**3.  
Keep it and your  
documentation  
in a safe place**

# Our commitment

In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

## **About this booklet**

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### **For more information or to make a claim**

Please take the time to read through this booklet. Call us on 133 723 if you need more information, would like to confirm a transaction or to make a claim.

The 'Claims' section at the end of this booklet sets out the full details of what you need to do in the event of a claim.

### **About QBE Australia**

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

**Need to make  
a claim?  
Call us on  
133 723**

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**“Read about  
what we need  
from you and  
what you can  
expect from  
us.”**

# Important Information

The important information in this section includes:

- 'The cost of your Policy'
- Your 'Cooling-off period'
- 'Privacy' and how we handle your personal information, and
- Our process for 'Resolving complaints & disputes'.

## The cost of your Policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- Your sum insured
- Your type of vehicle
- The address where your vehicle is usually kept
- Any no claim bonus you're entitled to
- The age and gender of listed drivers, as well as their driving and claims history
- Optional benefits you've selected
- Excesses
- How often you've chosen to pay your premium.

### How to reduce your premium

<b>Discount</b>	<b>How to get it</b>
Choose a higher excess	Choose to pay a higher excess.
Pay your premium up front	Pay your annual premium up front rather than in instalments.
No claim bonus	We'll move you up one level for each year you remain claim free, up to our maximum level. If you make a claim, your no claim bonus will be recalculated based on the number of claims you make.  See <a href="#">Page ?</a> for more information.
Lay-up cover	You can receive a discount if you choose to not cover your vehicle when you know it's not going to be in use.  Conditions apply, see <a href="#">Page 25</a> for more information.
Onsite discount	You can receive a discount if you choose to cover your vehicle in one location only.  Conditions apply, see <a href="#">Page 25</a> for more information.
Thanks for being a QBE customer	Renew your Policy with us every year. The discount will increase each year, up to our maximum.

## Cooling-off period

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your Policy within the cooling-off period, you can call QBE Customer Service on 133 723 or send an email to [enquiries@qbe.com](mailto:enquiries@qbe.com)

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

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

## Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

#### Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

*Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

*Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE Customer Care, FOS or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 55 88 49.

**“Understand  
exactly what  
you're  
buying.”**

# Policy Wording

Your Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

## Our agreement

Your Policy is an agreement between you and us for period of insurance. It's made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms which are specific to your Policy.

'Paying your premium' sets out what you have to pay us for cover under this Policy.

The 'Cover' section sets out the covers under this Policy.

The 'Exclusions & conditions' section sets out:

- Your responsibilities once you've taken out this Policy, and
- What isn't cover.

The 'Claims' section sets out:

- Your responsibilities, including what to do and what not to do, after incidents and when you make claims, and
- How we settle claims and our rights after you make them.

## How much we'll pay

How much we'll pay for a claim is set out under each cover or on your Policy Schedule. You have to pay any excess which applies to the claim.

## The cover you chose

Your Policy Schedule will show the cover for your vehicle, your sum insured, how you told us you will use your vehicle, plus any optional benefits you've selected. Where your Policy covers more than one vehicle, these details will be shown for each vehicle on the Policy Schedule.

Legal liability cover is automatically included.

### How you use your vehicle

The table below describes the three uses for your vehicle you must choose from.

If you use your vehicle for any other purpose than the one you've told us about, you won't be insured while you're using your vehicle for that other use.

<b>Use</b>	<b>When you use your vehicle for:</b>
Private	Social, domestic and pleasure purposes.
Business	The majority of normal working hours are spent using your vehicle for business or work purposes.
Commercial	Using your vehicle for business and work purposes, and you can't earn your normal income without using the vehicle.

## Paying your premium

Your Policy Schedule sets out what your premium is and when you need to pay it by.

### Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

### Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due.

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

### At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If the first instalment for a renewed Policy isn't received we'll try and retake the instalment after seven days. If it remains unpaid, your renewed Policy won't operate and there'll be no cover.

If an instalment is unpaid, we'll send you a reminder letting you know when we're going to retake the instalment. If we still don't receive your payment after this reminder, we'll write telling you the date your Policy will be cancelled unless your payment arrives. Then, if we don't receive a payment, we'll send you a notice to confirm your Policy has been cancelled.

### Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

### If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

## Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Accessory	<p>Any item:</p> <ul style="list-style-type: none"> <li>• Included in the standard configuration of a vehicle make and model that doesn't affect its performance, or</li> <li>• Fitted to your vehicle after purchase from the manufacturer, and</li> <li>• Is integral to the operation of the vehicle.</li> </ul> <p>For example:</p> <ul style="list-style-type: none"> <li>• Awning</li> <li>• Satellite dishes or antennas</li> <li>• Storage boxes.</li> </ul>
Accident	A sudden and unforeseen incident.
Agreed value	The amount shown on your Policy Schedule that we've agreed to insure your vehicle or annexe for. This amount is fixed for the period of insurance and it's the amount we'll pay you, minus the excess, if you have an accident resulting in your vehicle being a write-off (see the section 'Write-offs'), or in the case of your annexe, being damaged such that it can't be repaired.
Annexe	The structure normally attached to your vehicle for the purpose of providing extra accommodation or protection.
Breakage	A fracture that extends through the entire thickness of the glass or, where the windscreen is laminated, a fracture that extends through all layers of the windscreen.
Contents	The items which we've described under the optional benefit contents.
Depreciation	Reduction in value of an item or property due to wear and tear.
Driver	A person who has your permission to tow or drive your vehicle.
Driver licence	A current licence or permit to tow or drive your vehicle.
Family	Your spouse or partner, parent, grandparent, brother, sister, child or grandchild (including in each case half, step, or adopted relationships).
Financier	A person or entity with a security interest.

When we say	We mean
Fusion	Fusing or melting together the windings of an electric motor following damage to the insulating material as a result of overheating caused by the electric current.
Incident	Any event which results in a claim on this Policy.
Immobilised	When any of the following circumstances apply: <ul style="list-style-type: none"> <li>• The wheels have been removed from your vehicle</li> <li>• Your vehicle is supported other than by wheels or removable jacks</li> <li>• Your vehicle has permanent plumbing connections fitted</li> <li>• Your vehicle has a solid walled annexe attached.</li> </ul>
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Policy Schedule	One of the following: <ul style="list-style-type: none"> <li>• Policy Schedule</li> <li>• Renewal Schedule</li> <li>• Alteration Schedule.</li> </ul>
Premium	What you pay us to insure you. It's the cost of this Policy.
Secured	Locked so as to prevent entry other than by using violent force.
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
Specified contents	Items listed in the table titled 'Specified contents' in the Policy Schedule
Sum insured	The amount shown on your Policy Schedule that we've agreed to insure your vehicle and other items listed.
Vehicle	The vehicle owned by you as described in the Policy Schedule including accessories.
Write-off (also known as a total loss)	When we judge repairs to your vehicle are uneconomical, including where the combined repair costs and salvage value are likely to exceed the sum insured of your vehicle.
We, our and us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You and your	The person(s) named in your Policy Schedule as the insured.

**“Cover for your  
outdoor  
lifestyle.”**



This section of the booklet sets out our 'Comprehensive' cover for your vehicle.  
It also describes what we cover for 'Legal liability', which is automatically included.  
The 'Exclusions & conditions' are set out on Page 29.

## Comprehensive

### What we cover

We'll cover loss or damage to your vehicle caused by or arising from:

- Accidental damage
- Fire
- Theft or attempted theft

We also give you:

- 'Comprehensive cover standard benefits' shown on Page 21,
- 'Comprehensive cover optional benefits' shown on Page 24, but only those benefits you've paid for and which are shown on your Policy Schedule.
- 'Legal liability' cover

### How much we'll pay

- For your vehicle, up to the sum insured or other specified limit set out in your Policy Schedule, and
- For standard and optional benefits, up to the limit set out in each benefit.

## Comprehensive cover standard benefits

### Standard benefits

When we agree to pay a claim for an incident, we'll give you these standard benefits.

Benefit	What we give you	What we don't cover
Lifetime repair guarantee	We guarantee the quality of the repairs (including sub let repairs) authorised by us for any defect due to faulty workmanship or faulty material for the life of your vehicle.	
Choice of repairer	<p>When you make a claim and we agree to repair your vehicle:</p> <ul style="list-style-type: none"> <li>• We can refer you to a repairer, or</li> <li>• You can choose your own repairer, provided we've agreed to that repairer first.</li> </ul> <p>The full terms and conditions of this benefit are set out on Page 44.</p>	
Essential temporary repairs	Up to \$500 for essential temporary repairs so your vehicle can be towed immediately after an incident.	
Windscreen cover	<p>Replacement of or repairs to your windscreen or windows if they're accidentally damaged.</p> <p>Any claim under this benefit won't affect your no claim bonus.</p>	
Towing costs	Reasonable costs to tow your vehicle to the nearest repairer, place of safety or to another place we've authorised.	

Benefit	What we give you	What we don't cover
Emergency accommodation and transport costs	<p>Up to \$1,000 towards the costs of:</p> <ul style="list-style-type: none"> <li>Essential temporary accommodation (room rental only)</li> <li>Transport for you and the occupants of your vehicle</li> <li>Transporting your essential personal effects back home.</li> </ul> <p>when you're more than 150kms away from home and your vehicle can't be safely towed or lived in as a result of an incident.</p> <p>You need you to give us copies of any receipts so we can reimburse you.</p>	When you are also claiming for emergency accommodation and transport costs under your QBE Motor Vehicle Policy.
New replacement vehicle	<p>If your vehicle's a write-off, we'll provide you with a new replacement vehicle of the same make and model or nearest equivalent in the market at the time of loss, provided:</p> <ul style="list-style-type: none"> <li>You're the original owner and have insured your vehicle with us from new</li> <li>Your vehicle is less than two years old</li> </ul>	
Re-delivery costs	Up to \$750 towards the reasonable cost to re-deliver your vehicle to your home if you live over 100 km from where we authorise repairs to be done.	
Freight costs	Up to \$2,000 to return your undamaged vehicle home when the towing vehicle is a write-off and is unable to tow your vehicle.	When the towing vehicle isn't insured under a QBE Motor Vehicle policy.
Fusion of electric motors <i>(Continues to next page)</i>	<p>Up to \$1,000 towards the cost to repair a household electric motor if it:</p> <ul style="list-style-type: none"> <li>Has been burnt out by fusion, and</li> <li>Is part of a machine or appliance that's also part of your vehicle and/or contents insured by this Policy.</li> </ul> <p>If it's not economical to repair your motor we'll pay to replace the motor or pay you the amount it would cost us to replace it.</p>	<ul style="list-style-type: none"> <li>The cost of hiring a replacement machine or appliance</li> </ul>

Benefit	What we give you	What we don't cover
Fusion of electric motors  <i>(Continues from previous page)</i>	<b>Depreciation:</b>  We'll apply a depreciation rate of 20% for every year over 10 years to what we pay you.	We won't pay to repair or replace: <ul style="list-style-type: none"> <li>• Electrical contacts that spark or arc in ordinary working</li> <li>• Mechanical parts</li> <li>• Motors under manufacturers' guarantee or warranty</li> <li>• Parts in a radio, television, computer, video recorder, microwave oven, sound recording and playing equipment, amplifying or transmitting device, electronic equipment, control panels, device or instrument</li> <li>• Starter switches, lighting or heating elements, fuses or protective devices</li> <li>• Transformers.</li> </ul>
Annexe	Where shown on your Policy Schedule, up to the amount shown to repair or replace your annexe.	Where an annexe agreed value isn't shown on your Policy Schedule.
Vehicle tools	Up to \$100 towards the cost of stolen or damaged tools you own and carried for use on your vehicle (in addition to those supplied by the manufacturer).	Tools which you use as part of your trade or occupation.
Change of vehicle	Cover for your newly acquired vehicle under this Policy if you: <ul style="list-style-type: none"> <li>• Sell or dispose of your vehicle</li> <li>• Acquire your new vehicle within 14 days of the disposal of your vehicle</li> <li>• Give us details of the new vehicle within that time, and</li> <li>• Pay any extra premium we require.</li> </ul>	Your vehicle if it's being disposed of when we're settling a total loss claim.
After accident clean up	Up to \$1,000 per claim to clean up your vehicle debris after an accident.	

## Comprehensive cover optional benefits

When you're insuring a vehicle other than a goods carrying trailer, you can select the following optional benefits for an additional premium. Any optional benefits you've chosen will be shown on your Policy Schedule and only apply:

- Once you've paid us the premium for the benefit, and
- From the date the benefit was listed on your Policy Schedule.

Where your Policy covers more than one vehicle, each vehicle and any selected optional benefits which apply to it will be shown separately.

Benefit	What we give you	What we don't cover
Excess free windscreen and window glass protection	We'll waive the vehicle excess if your windscreen or window glass needs to be replaced as a result of accidental breakage.	Vehicles other than motorhomes.
Hire car after an incident or theft	<p>If you're on holiday and your vehicle is a motorhome, if you can't drive it as a result of an insured incident or if it's been stolen, we'll reimburse you up to the daily rate shown in the Policy Schedule to hire a passenger car provided we agree:</p> <ul style="list-style-type: none"> <li>• That you need a hire car, and</li> <li>• To the hire car you want and where you want to hire it from.</li> </ul> <p>We stop paying this benefit once:</p> <ul style="list-style-type: none"> <li>• We've paid for 14 days of hiring</li> <li>• Your motorhome is repaired or recovered</li> <li>• We pay your claim for the sum insured,</li> </ul> <p>whichever happens first.</p> <p>We'll need copies of the rental agreement and the hire car receipts before we reimburse you.</p>	<p>Vehicles other than motorhomes.</p> <p>We won't pay:</p> <ul style="list-style-type: none"> <li>• To hire a replacement motorhome</li> <li>• Hiring costs above the daily rate in your Policy Schedule</li> <li>• Additional hiring costs (including booster seats, navigation systems, excess waiver insurance)</li> <li>• Running costs, including the costs of fuel</li> <li>• Damage to the hire car</li> <li>• Any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement</li> </ul> <p>We won't pay this benefit if the only damage to your motorhome is to windscreen or window glass.</p>
General contents <i>(Continues to next page page)</i>	We'll pay up to the General contents sum insured shown on your Policy Schedule for unintended and unexpected loss or damage to your contents normally kept in your vehicle,	<ul style="list-style-type: none"> <li>• More than \$750 for any one item. If you have any items worth more than this, you can specify them individually.</li> </ul>

Benefit	What we give you	What we don't cover
<p>General contents</p> <p><i>(Continues from previous page)</i></p>	<p>including:</p> <ul style="list-style-type: none"> <li>• Bedding, crockery, furniture, provisions and utensils</li> <li>• Clothing</li> <li>• Portable electrical appliances</li> <li>• Sporting equipment</li> <li>• Camping equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Damage caused by an event excluded under any section of this Policy</li> <li>• A process of cleaning, repairing, restoring or altering</li> <li>• Sporting equipment, bicycles and model aircrafts while they're being used</li> <li>• Cash, bullion or negotiable securities</li> <li>• Gold or silver articles</li> <li>• Jewellery or personal valuables</li> <li>• Loose gem stones</li> <li>• Computer equipment, photographic equipment or video cameras unless they are specified individually</li> <li>• Works of art or documents</li> <li>• Fish, birds or other animals</li> <li>• Lawns, hedges, trees shrubs or plants</li> <li>• Firearms</li> <li>• Powercraft or watercraft</li> <li>• Power driven vehicles</li> </ul>
<p>Specified contents</p>	<p>The reasonable cost to repair or replace an item up to the sum insured for that item listed on the Policy Schedule.</p>	<p>Any item that isn't shown on your Policy Schedule.</p>
<p>Lay up cover</p>	<p>A discount on your premium when you tell us that you won't be using your vehicle during specific months.</p> <p>You can choose up to six calendar months during the period of insurance for this reduced cover. These months don't need to be consecutive.</p>	<p>Any damage or loss that occurred because your vehicle was being used during a lay-up month.</p>
<p>On-site cover</p>	<p>A discount on your premium when you tell us that your vehicle is kept in one location.</p> <p>This option is only available if you've told us that your vehicle is unregistered.</p>	<p>Any damage or loss that occurred when your vehicle was in a location other than the one shown on your Policy Schedule.</p>

## Legal liability

Legal liability cover is automatically included with your Policy.

We also give you the 'Legal liability cover standard benefits' shown on Page 27.

### What we cover

#### Legal liability to another person's property

We'll cover your legal liability for damage to another person's property which was directly caused by:

- The use of your vehicle or a part of it, or
- Goods falling from your vehicle, where you've taken reasonable measures to secure them, or
- The loading or unloading of your vehicle, or
- The erecting, dismantling or use of your annexe.

#### Legal liability for injury or death to another person

We'll cover your legal liability for bodily injury or death to another person which was directly caused by:

- The use of your vehicle or a part of it,
- Goods falling from your vehicle, where you've taken reasonable measures to secure them
- The loading or unloading of your vehicle, or
- The erecting, dismantling or use of your annexe

when you:

- Have compulsory third party insurance, but only where that insurance doesn't cover your legal liability, or
- Don't need compulsory third party insurance because your vehicle it isn't being towed or driven at the time of the incident.

However we won't pay if your compulsory third party insurance claim was declined due to a failure by you.

### How much we'll pay

Up to the legal liability limit shown on the Policy Schedule in respect of all claims arising out of one incident or series of related incidents occurring during the period of insurance. The limit of liability is inclusive of costs and expenses (including legal costs)

You must pay your excess before we pay a claim.

## Legal liability cover standard benefits

Under our legal liability cover we give you these standard benefits.

Benefit	What we give you	What we don't cover
Substitute vehicle	<p>Cover for your legal liability when you use a substitute vehicle (but not a hire car) because your vehicle is being repaired or serviced.</p> <p>This benefit doesn't provide you with cover for damage to the substitute vehicle itself.</p>	<p>Your legal liability when:</p> <ul style="list-style-type: none"> <li>• The substitute vehicle is already covered under another policy</li> <li>• The substitute vehicle is owned by you</li> <li>• You didn't have the owner's permission to use the substitute vehicle.</li> </ul>
Other people using your vehicle	<p>Cover for the legal liability of other drivers of your vehicle, provided that they had your permission to drive.</p>	<p>The legal liability of other drivers who are noted as an excluded driver on your Policy Schedule.</p>
Passenger liability	<p>When your vehicle is a motorhome, cover for the legal liability of a passenger who's lawfully travelling in your vehicle or getting in or out of your vehicle or your substitute vehicle for damage they cause to another person's property.</p>	
Principals indemnity	<p>Cover for your employer's, business partner's or principal's legal liability for damage caused to another person's property while you're driving and in control of your vehicle.</p>	<p>Your employer's, business partner's or principal's legal liability when the vehicle or substitute vehicle is owned by that employer, business partner or principal.</p>

**“It's important  
to understand  
the  
circumstances  
when you  
won't be  
covered.”**

# Exclusions & conditions

It's important to know what you need to do, what we can do and how it affects your claim.

This section of this booklet sets out:

- Exclusions:
  - 'Comprehensive exclusions' - which apply to Comprehensive claims
  - 'Legal liability exclusions' - which apply to Legal liability claims
  - 'General exclusions' - which apply to all claims
- 'General conditions' - your responsibilities once you've taken out this Policy, and
- 'Other terms' - about how this Policy operates.

## Comprehensive exclusions

These exclusions apply to claims made under the 'Comprehensive' cover.

We won't cover	For example, but not limited to
<b>Theft of your vehicle:</b>	
By someone acting with your express or implied consent.	You ask someone to steal your vehicle.
By someone you lent it to.  This exclusion won't apply if you: <ul style="list-style-type: none"> <li>• Were deceived, and</li> <li>• Kept that person's driving licence or other form of legal identification.</li> </ul>	A friend steals your vehicle after you gave them permission to use it.
Because it was left unattended and not secured in a public place.	
<b>Theft of your contents:</b>	
When your vehicle is left unattended and not secured in a public place, caravan park or camping site.	You didn't lock up your contents while you were away from your caravan.
From an unsecured annexe.	You left your contents in your annexe, but the annexe wasn't locked.
<b>Theft of your annexe:</b>	
Unless it is kept secured when it is not erected.	You didn't lock your annexe away securely when it wasn't being used.
When it is left unattended for more than 7 days in a public place, caravan park or camping site, unless there is a full-time resident manager.	You leave your annexe attached to your caravan and then leave it in a caravan park.

We won't cover	For example, but not limited to
<b>Damage to your vehicle:</b>	
Resulting from normal wear and tear, rust or corrosion.	The damage to your vehicle is from ageing or loss of value through ordinary use.
From structural failure, electrical or mechanical breakdown.	Costs to repair or replace : <ul style="list-style-type: none"> <li>• worn out engines,</li> <li>• old radiators and water hoses or</li> <li>• faulty electrical systems.</li> </ul>
To the tyres of your vehicle unless it was caused in an incident we've accepted a claim for.	The vehicle tyres are damaged because of braking, a puncture, cuts or bursting.
<b>Damage to your contents:</b>	
Stored in your annexe, resulting from water or rainwater damage, unless the annexe is also damaged.	
<b>Theft of, or damage to:</b>	
Your vehicle, annexe or contents because you failed to take reasonable steps to protect them from: <ul style="list-style-type: none"> <li>• Theft,</li> <li>• Damage,</li> <li>• Further damage after it's been involved in an incident.</li> </ul>	Your vehicle is stolen because it was left at the scene of an accident when it could have been towed to a safe place.
Your vehicle, annexe or contents caused by birds, animals, insects or vermin.	
Your vehicle, annexe or contents because of actions by the seas or high tide when they're: <ul style="list-style-type: none"> <li>• Immobilised, or</li> <li>• Left unattended for more than 7 days, unless it's in a caravan park where there's a full-time resident manager.</li> </ul>	
<b>Financial or consequential loss</b>	
Any financial or consequential loss	You lose a days' wages because you weren't able to get to work.

## Legal liability exclusions

These exclusions apply to claims made under the 'Legal liability' cover.

What we won't cover	For example, but not limited to
<b>Legal liability:</b>	
<p>For accidental bodily injury or death to someone where you or, in the case of a substitute vehicle, its owner, have or are required by law to have Compulsory Third Party (CTP) insurance .</p>	<p>You won't be insured under the legal liability cover for any vehicle or trailer:</p> <ul style="list-style-type: none"> <li>• If CTP insurance applies</li> <li>• If CTP insurance should apply but doesn't because you failed to renew your vehicle registration (which includes CTP insurance) or failed to have CTP insurance in a State or Territory where you have to buy a separate policy</li> <li>• If you weren't required to have CTP insurance for the vehicle (because you use it only on private property or off road), but you were driving it at the time of the accident.</li> </ul>
<p>For accidental bodily injury or death to:</p> <ul style="list-style-type: none"> <li>• You or your family, or</li> <li>• An employee arising out of or during the course of employment with you or your family.</li> </ul>	<p>You injure someone in your family in an incident and they sue you.</p>
<p>For fines or penalties (including any interest and costs) incurred by you.</p>	<p>A Court orders you to pay a fine.</p>
<p>For any punitive, aggravated, exemplary, or multiple damages (including any interest and costs) against you.</p>	<p>A Court orders you to pay exemplary damages to someone you injured in an accident.</p>
<p>Arising out of an undertaking or guarantee given by you without our written authority.</p>	<p>You signed a contract with another party to protect their interests.</p>
<p>For damage to property owned by you or a driver or in your possession, custody or control.</p>	<p>You borrow another person's property and it's damaged.</p>

What we won't cover	For example, but not limited to
<b>Legal liability:</b>	
Where there's an entitlement to claim an amount or benefit under a statute or other policy in respect of the liability.	Someone you injure is entitled to claim workers' compensation benefits.
For compensation or damage when the incident resulted directly from an action of the driver of the vehicle towing or reversing your vehicle.	A claim for loss or damage would have to be made against the insurer of the towing or reversing vehicle.
For compensation or damage arising from any motor vehicle on which a detachable camping body is fitted.	There is no insurance if the detachable camping body impacts with a shop front awning. The liability for that damage should be covered by the motor vehicle insurer.

## General exclusions

These general exclusions apply to all sections of this Policy.

### Alcohol, drugs, driving licence

What we won't cover	For example, but not limited to:
<b>If you or a driver, at the time of the incident:</b>	
Were affected by alcohol or drugs to an extent that impaired the control of your vehicle	Charged with driving under the influence of alcohol or drugs.
Had a blood alcohol level exceeding the statutory limit for the State or Territory where the incident happened.	
Didn't hold a current driving licence which is valid in Australia, or failed to comply with the conditions of it.	You're driving a vehicle that's outside your licence class or condition.
<p>Refused to take a Police alcohol or drug test after the incident.</p> <p>This exclusion won't apply if</p> <ul style="list-style-type: none"> <li>the person driving your vehicle wasn't you or your family, and</li> <li>we agree you had no reason to suspect the person was affected by alcohol or drugs or didn't have a driving licence.</li> </ul> <p>If we do pay a claim because you were unaware the person driving your vehicle was affected by alcohol or drugs or didn't have a driving licence, then we reserve the right to recover from that driver.</p>	You refuse take a Police breathalyser test.

## Use of your vehicle

What we won't cover	For example, but not limited to:
<b>If at the time of the incident your vehicle was:</b>	
Being towed or reversed on a public roadway and was not registered where required.	Your vehicle registration had expired and you have an accident.
Being towed or reversed where the towing vehicle isn't registered where required.	
Being used for an unlawful purpose.	Your vehicle was being used by you in a robbery or was being used to transport illegal drugs or stolen goods.
Being used: <ul style="list-style-type: none"> <li>• On a race track, speedway track or course</li> <li>• For driver training or driver instruction on a race track, speedway track or course unless your Policy is endorsed for such use</li> <li>• In preparation for a race, time-trial, hill-climb or any other competitive motor sport or contest</li> <li>• In a rally or event where the road was closed to public traffic.</li> </ul>	There's no insurance when you use your vehicle on a race track for any reason, unless you have told us beforehand and we agreed to insure you by issuing an endorsement, shown on your Policy Schedule.
Being used to carry passengers, unless it's a motorhome.	Having passengers in your caravan while it's being towed.
Being let out on hire.	Allowing someone the temporary use of your vehicle in exchange for payment.

## Intentional acts

What we won't cover	For example, but not limited to:
<b>If the incident arose out of an intentionally harmful or damaging act by:</b>	
<ul style="list-style-type: none"> <li>• You, a driver or a family member</li> <li>• A person with the express or implied consent of you, a driver or family member</li> <li>• A passenger of your vehicle or a substitute vehicle.</li> </ul>	Your vehicle is written off or you damage someone's property because you intentionally crashed into it.

## Vehicle condition

What we won't cover	For example, but not limited to:
<b>If at the time of the incident your vehicle was:</b>	
<p>In an unsafe, unroadworthy or illegal condition.</p> <p>This exclusion doesn't apply if:</p> <ul style="list-style-type: none"> <li>• The condition didn't contribute to the cause of the incident</li> <li>• You or a driver were unaware of the defect and it was reasonable to be unaware of it.</li> </ul>	<p>You drove your vehicle and had an accident after you knew it was unsafe to drive it, including if your tyres were bald.</p>
<p>Overloaded.</p>	<p>You drove your vehicle while it was carrying a bigger load than it was designed to carry.</p>

## Operation of law, war or nuclear material

What we won't cover	For example, but not limited to:
<b>If the incident was caused by:</b>	
<ul style="list-style-type: none"> <li>• Lawful seizure, repossession or other operation of law</li> <li>• Invasion, war, civil war or rebellion;</li> <li>• Nuclear weapons, nuclear fuel, waste or material</li> <li>• Acts of terrorism where such act is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.</li> </ul>	<p>Your financier repossessed your vehicle because you failed to keep up to date with your payments.</p>

## Sanctions limitation and exclusion clause

What we won't cover
<p>You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.</p>

## General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

### Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

### Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- Changing the ownership of your vehicle
- Storing your vehicle at a different address
- Other drivers regularly using your vehicle, and
- How you use your vehicle (see Page 14)

Any of these changes may result in:

- Additional premium
- A particular driver being excluded
- A claim being refused, or payment reduced

**Other interests**

You must not transfer any interests in your Policy without our written consent.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy.

**Other party's interests**

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

## Other terms

These other terms apply to how your Policy operates.

### Canceling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

### Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

### Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

### Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.

**“Here's what to do if you want to claim on your policy.”**

# Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim

This section includes:

- 'Repairing your vehicle' - terms which apply when we decide to repair your vehicle
- 'Write-offs' - describing what happens if we decide your vehicle is write-off
- 'Excesses' - what you pay us when you make a claim
- 'Claims conditions' - which are your responsibilities and our rights after you've made a claim.

## What to do and what not to do after an incident

### What to do after an incident

**Prevent further loss or damage**

**Inform the Police** if something was stolen or vandalised, or if you're required by law to do so

**Take details** of other people involved in an incident or any witnesses to it

**Call us** as soon as possible

**Complete a claim form** if we require it

**Provide information** in support of your claim, including letters or notices given to you by another party

**Pay your excess**

### What not to do after an incident

**Admit guilt or fault** except in a Court or to the Police

**Offer or negotiate** to pay a claim or make repairs

**Admit liability**

**Dispose of damaged items** unless we've said you can

**Authorise repairs** except for essential temporary repairs

**Delay telling us about an incident** as it may reduce the amount we pay for your claim

**Give us false or misleading information**

## How a claim affects your sum insured

If we pay a claim:

- On a total loss basis (also known as a write-off), your cover for that vehicle with us ends (see How your Policy may be cancelled)
- For the cost of repairs to your vehicle, your sum insured remains the same as it was before the claim.

For example, if your sum insured is \$20,000 and we pay a claim for \$3,000, your sum insured remains at \$20,000.

## No Claim Bonus

If you don't claim on your Policy, we reward you with a No Claim Bonus. Your No Claim Bonus discount increases each year that you don't claim until you reach our highest rating. Your No Claim Bonus is reviewed when you renew your Policy, based on any claims you've made during the period of insurance. You can either:

- Receive a higher rating (up to our highest rating)
- Receive a lower rating
- Stay at the same rating.

Your No Claim Bonus won't be affected if we agree someone else was at fault and you give us with their name, current residential address and vehicle registration. If someone else wasn't at fault, your No Claim Bonus will be affected and it may be reduced when you renew your Policy.

## Repairing your vehicle

### Choice of repairer

If you lodge a claim and we agree to repair your vehicle, we can refer you to a QBE accredited repairer or you can choose your own. You have to ask us before getting your vehicle repaired.

Where we recommend our accredited repairer, we'll:

- Give you the names of two repairers to get quotes from
- Need to inspect your vehicle before authorising repairs
- Pay the cost of repairs directly to the repairer we authorise.

If there's a QBE assessment centre near you, we'll explain how to get your vehicle assessed there.

Where you nominate a repairer, you must:

- Get a quote from a repairer of your choice who is appropriately licensed, however if you do we may need you to get a second quote from a repairer of our choice
- Allow us to assess your vehicle before authorising repairs

### Paying repair costs

We'll pay reasonable costs to have your vehicle repaired. In deciding reasonable costs we consider a number of factors, including:

- The advice of an experienced assessor that we've appointed
- A quote from another repairer of our choice
- Any adjustment allowing for method of repair.

We'll pay the repairer directly.

### Authorising repairs without asking us first

If you authorise repairs without asking us first, we won't:

- provide our lifetime guarantee on repairs (see Page 21), or
- where permitted by law, pay more than what we think is reasonable.

## Replacing damaged parts

### Within Manufacturer's Standard New Car Warranty period

If your vehicle is covered under the Manufacturer's Standard New Car Warranty (not including an extended warranty period) we'll only use manufacturer's approved parts in repairing your vehicle. If the part is a windscreen or a body glass then we might use non manufacturer parts but only if they're compliant with Australian Design Rules.

### Outside Manufacturer's Standard New Car Warranty

We may use new, recycled or reconditioned parts when repairing vehicles no longer covered under the Manufacturer's Standard New Car Warranty. Where the use of recycled or reconditioned parts is requested we'll only use the parts if they're equal to or exceed the quality of the part being replaced.

### You may have to contribute towards the cost of repairs

In circumstances where the condition or appearance of your vehicle improves as a result of replacing old parts with new parts, or repainting more than the damaged area, we may need you to contribute towards the cost of repairs

### If parts and accessories are unavailable

Where parts and accessories are not available locally we'll only pay:

- The cost of parts and accessories of an equivalent make and model of vehicle listed in the latest suppliers' list within the State or Territory where repairs are being carried out
- Surface freight costs of getting parts to the repairer.

We won't pay the extra cost of specially-made parts for your vehicle if standard parts aren't available.

## Write-offs

If we decide your vehicle is a write-off (otherwise known as a 'total loss'), and we agree to pay your claim, cover for that vehicle will come to an end.

### Security interests

If a security interest is registered over your vehicle, we'll:

- Pay the financier the sum insured, up to the amount required to discharge your loan or finance agreement
- If applicable, pay you the remaining balance of the sum insured, or
- Replace your vehicle where you've obtained the agreement of your financier.

If no security interest is registered over your vehicle, we'll:

- Pay you the sum insured
- Replace your vehicle, if a similar make and model is available, provided:
  - You're the original owner and have insured your vehicle with us from new,
  - Your vehicle is less than two years old

### Discharging a security interest

You must take the necessary steps we require to remove any security interest in your vehicle after your loan or finance agreement has been discharged.

### Your premium after a total loss

If you've paid your Policy in full there is no refund of premium as we have fulfilled our contract to you.

If you pay your Policy in instalments, we'll deduct any unpaid instalment amount up until your Policy renewal date from any claim payment we make to you, or require you to pay this amount before we settle your claim. If you have other vehicles insured on the Policy, then your regular instalments will be reduced up until your Policy renewal date to reflect the change in cover.

If you purchase another vehicle or we provide a replacement vehicle, new insurance cover is required. This may be a new policy, or it may mean adding the new vehicle onto your existing Policy.

## Excesses

An excess is an amount you have to pay whenever you make a claim.

The number of excesses and the amounts you pay are shown on your Policy Schedule. If more than one excess applies, you'll have to pay the total of all the excesses. If we find your claim your claim involves more than one incident, you'll have to pay the applicable excesses for each incident.

Excess type	When it's payable
A vehicle excess	This excess is the first amount you have to pay.  All vehicles carry a standard excess, and you may also choose to reduce your premium by taking a voluntary excess. The sum of these will be shown on your Policy Schedule as the total vehicle excess.
A cyclone excess	This excess applies if your vehicle is damaged during a named cyclone.
An imposed excess	This is an excess we may require in order to cover your vehicle. If an imposed excess has been applied it'll be shown on the Policy Schedule for that vehicle.
A named driver excess	In order to insure certain drivers on your Policy, we may have to apply an excess specifically to them.  This excess is payable when a driver listed on the Policy Schedule has this excess showing against their name and is driving your vehicle at the time of the incident.

### When you won't have to pay an excess

You won't have to pay any excesses if your vehicle is damaged in a collision with another vehicle and all of the following apply:

- We agree the other driver involved in the collision was totally at fault, and
- You can give us the name and address of the other driver and the registration number of the other vehicle, and
- The other driver is not a family member.

## Claims conditions

### Contribution and other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

### Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price .

### Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- Police reports
- Medical reports
- Proof of loss or damage
- Proof of ownership
- Receipts or tax invoices

We won't pay any claim when the only proof of ownership is:

- A photograph
- A photocopy of any documentation, or
- A copy of information downloaded from the internet

unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for.

### GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

## How claims administration and legal proceedings are undertaken

When a claim is made we have the right, at our discretion, to exercise all the legal rights of the person making the claim relating to the incident and to do so in their name. We'll take full control of the administration, conduct or settlement of the claim including any recovery or defence we think necessary.

We'll also report any suspected fraudulent act to the Police for further investigation.

## Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

## Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

**For enquiries, claims and customer service call 133 723  
or visit [qbe.com.au](http://qbe.com.au)**

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