

Platinum Motorhome Insurance

# Product Disclosure Statement



JAYCO PLATINUM MOTORHOME INSURANCE PRODUCT DISCLOSURE STATEMENT 2021 PREPARATION DATE: 15TH FEBRUARY 2021 | EFFECTIVE DATE: 5TH APRIL 2021

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### Introduction

#### **ABOUT NM INSURANCE AND ITS SERVICES**

Jayco Platinum Motorhome Insurance is a business name of NM Insurance Pty Ltd ABN 34 100 633 038 AFS Licence Number 227186 (in this document referred to as NM Insurance). NM Insurance is an underwriting agency and has been given a binding authority by the insurer, ZAIL and which allows it to arrange and administer this Policy (within the terms of the binding authority). In doing so NM Insurance acts for ZAIL and not You. NM Insurance provides general advice on and arranges and administers this Policy under its own AFS Licence. Any general advice is provided on behalf of NM Insurance and does not take into account your objectives, financial situation or needs so consider whether this product is appropriate for you having regard to these things.

Our contact details are:

NM Insurance Level 7, 99 Walker Street, North Sydney NSW 2060 Telephone: (02) 8287 3790 Email customerservice@nminsurance.com.au Facsimile: 02 8287 3799

#### **ABOUT THE INSURER**

This Product Disclosure Statement (PDS) is issued Zurich Australian Insurance Limited ABN 13 000 296 640 AFSL 232507 (ZAIL) (the Insurer). In this document, ZAIL may also be expressed as 'Zurich'

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, including multinational corporations.

#### **ABOUT JAYCO**

This PDS may be provided to You by Jayco Corporation Pty Ltd, ABN is 79 301 936 497 (Jayco) of 1 Jayco Drive, Dandenong South, VIC 3175 or other authorised distributors including selected Jayco dealers. It is a leading Australian recreational vehicle manufacturer. Jayco and other authorised distributors have been authorised by NM Insurance as its general insurance distributors to deal in this product. They are not authorised to provide any advice on this insurance. If You have any questions, please contact NM Insurance.

#### **IMPORTANT INFORMATION ABOUT THE PDS AND THE POLICY**

This Product Disclosure Statement (PDS) was prepared on 15th February 2021 and tells You about this Jayco Platinum Caravan Insurance to help You to:

- decide if this insurance is right for You and whether to use Our services; and
- compare it with other products You may be considering.

So that You understand exactly what this Insurance covers and does not cover, make sure You read this Product Disclosure Statement("PDS") and the policy wording("Policy") which is found at Section 18 of this document.

It also contains information about the remuneration received by NM Insurance Pty Ltd (ABN 34 100 633 038) (AFSL 227186) (NM Insurance) and other entities involved in the distribution of the insurance, the services We offer and how any complaint You may have is dealt with. Any advice provided in this document is general only and does not take into account Your individual needs, objectives or financial situation. You should carefully read it, and any other documentation We send you, to determine if it is appropriate for You. Keep them in a safe place for future reference.

Where We agree to enter into the Policy with You it is a contract of insurance between Us and You. The contract is based upon the information given to Us in the application process.

You must pay the premium, including government taxes and charges, for the relevant Period of Insurance and comply with all Policy terms and conditions.

Please remember that if You do not comply with any term or condition, We may (to the extent permitted by law) decline or reduce any claim payment and/or cancel the Policy.

Where We agree to enter into the Policy with You We will issue You with a Schedule. The Schedule gives You specific, detailed information about the cover and may vary the standard terms and conditions of the PDS depending on Your specific circumstances.

Certain words used in the Policy have defined meanings that You need to understand (see 'What do Our words really mean?' on pages 41-47).

Please carefully read the PDS, Schedule and any other documents making up the Policy provided to You (such as an endorsement or supplementary PDS) together to understand the cover, Your obligations and to consider whether this product is right for You. Terms, conditions, limits, exclusions and Excess(es) apply.

By entering into the Policy You confirm that You have read or will read the PDS, Schedule and any other documents making up the Policy when provided to You. These documents form Your legal contract with Us. Please keep them in a safe place for future reference.

Your Certificate of Insurance which we will give You also sets out limitations to your insurance cover as well as the insurance cover You have selected.

#### **COOLING OFF PERIOD**

If You decide that the Policy doesn't meet Your needs, for whatever reason, and You have not made a claim, You have 21 days from the start of Your insurance to cancel this policy by writing to Us or emailing Us (this also applies to each renewal). If You do so, You will receive a full refund of any Premiums paid for the Policy (less any taxes or duties We cannot recover). Even after this cooling off period ends, You still have cancellation rights (see page 37 of this PDS).

## **Significant Benefits And Other Features**

You will only be entitled to the cover provided by this insurance for which You have paid the applicable Premium and which is specified Your Schedule.

There are limits to the cover provided and, while some of these are fixed, others may be extended by simply notifying Us of the items You own and their value.

There are also terms, conditions, exclusions, limits and Excess(es) which apply in certain situations and/or to specific sections of the Policy, as well as general terms, conditions, exclusions and limits which apply to all cover under this insurance.

Please note that this is a limited summary only and not a full description of the cover under this insurance. Each cover noted is subject to terms, conditions, exclusions, limits and Excess(es) that are not listed in this summary. You should read the Policy in full to properly understand the cover provided. You are not automatically insured under each cover.

#### WORK OUT WHAT COVER SUITS YOU

You need to ensure that the cover selected by You is suitable for Your needs and that the level of cover provided is adequate.

#### WHAT ARE YOUR "MOTORHOME" AND "CONTENTS"?

Motorhome	Definition
Your Motorhome as specified in Your Schedule, including any Fixtures and Fittings, standard equipment and Accessories.	Refer to page 40
If specified in Your Schedule and included in the Sum Insured, Your Motorhome can also include:	
- an Awning (an automated rollout structure located on the outside of Your Motorhome); and/ or	
<ul> <li>an Annexe (an enclosed structure that can be attached to your motorhome to provide an additional recreation, sleeping, storage or living area).</li> </ul>	
A Motorhome cannot be a converted bus, caravan, motorised caravan and certain other vehicles. Please refer to the Motorhome definition for more information.	
Contents	
Your household goods and personal effects contained in Your Motorhome or, if specified in Your Schedule, in Your Annexe.	Refer to page 39
Note that some items are excluded from Contents. Please refer to the Contents definition for more information.	

You should consider what is and is not included in these terms when deciding the amount of the Sum Insured You may want to apply for.

You are responsible for deciding the amount of the Sum(s) Insured you apply for. If You are having difficulties working out the values please seek advice or a valuation from a professional such as a dealer who specialises in selling Motorhomes.

#### **COVER THAT IS AVAILABLE TO YOU**

You can apply for:

#### Section 1 – Motorhome cover

The following sections are included in your Policy when you select Motorhome cover:

#### Section 2 – Contents cover

#### Section 3 – Additional Benefits cover and

#### Section 4 – Liability

You may not select Contents cover or the other sections listed above as a standalone Policy.

Section 5 has optional lay up cover and optional windscreen excess cover which can be added to Your Policy only after You have selected Motorhome cover.

#### **SECTION 1 – MOTORHOME COVER**

Subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy, Section 1 – Motorhome cover is for Loss to Your Motorhome occurring during the Period of Insurance which is caused by one or more of the insured events.

The insured events You are covered for set out in Section 1 are:

- accidental damage;
- fire;
- Flood;
- hail;
- malicious damage;
- storm;
- theft and attempted theft; and
- any other event that is not excluded under the Policy.

Please read through this PDS for the coverage-specific conditions and exclusions.

#### **SECTION 2 - CONTENTS COVER**

Subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy, Section 2 – Contents is cover for Loss to Your Contents that occurs when the Contents are in Your Motorhome.

Contents are covered up to \$1,000, subject to certain sub-limits specified in Section 2. You may request a higher contents Sum Insured and, if We agree to cover it, We will specify this amount in Your Schedule and You will need to pay the extra Premium We require.

### **SECTION 3 – ADDITIONAL BENEFITS**

Additional Benefits is cover for these benefits that are included in the Policy:

Benefit		Limits
Boats and inflatable dinghies towed or transported by Your Motorhome	~	\$1,000 limit
Costs to return Your Motorhome	~	\$1,000 limit
Cover for new Motorhome purchase	~	Up to 14 days
Cover for Your Trailer towed or transported by Your Motorhome	~	\$1,000 limit
Emergency pet cover	~	\$500 limit
Emergency Repairs	~	\$1,000 limit
Hire Motorhome following an accident	~	\$500 limit
Hire Motorhome following theft	~	\$1,500 limit
Liability under maritime law	~	Up to the Motorhome Sum Insured
Rekeying or replacing locks and cylinders	~	\$500 limit
Removal and storage	~	\$1,000 limit
Removal of debris	~	\$5,000 limit
Replacement of firefighting equipment	~	\$500 limit
Returning home expenses	~	\$5,000 limit
Temporary Accommodation costs	~	\$2,100 limit
Transporting Your Contents to Your Home after a Total Loss	~	\$1,000 limit
Unexpired registration	~	\$1,000 limit

This is a summary only. Please refer to the Additional Benefits table in Section 3 for the terms and details of the additional benefits that may be available.

All of the limitations, exclusions, terms and conditions and Excess(es) of the Policy apply to the additional benefits.

#### SECTION 4 – LIABILITY COVER

Subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy, Section 4 – Liability is cover for Your legal liability to pay compensation in respect of certain events specified in the relevant parts of Section 4, provided that the accident giving rise to liability:

- occurs in Australia and during the Period of Insurance;
- is caused by You owning, using or being in charge of Your Motorhome; and
- was not expected or intended to give rise to such legal liability.

Cover is for a limit of up to \$20,000,000. See page 28 for more details.

#### **SECTION 5 – OPTIONAL COVER**

You may also be able to extend, limit or alter cover under the Policy by selecting one or both of these optional covers.

#### LAY UP COVER

This is intended for when Your Motorhome is laid up and not being used and cover is limited as specified in Section 5. All of the terms, conditions, limitations, exclusions and Excess(es) of the Policy apply to this cover, unless expressly stated otherwise. See page 30 for more details.

#### WINDSCREEN EXCESS COVER

Under this option Your basic Excess, as well as any inexperienced driver Excess or unlisted driver Excess, will not apply to one claim in the Period of Insurance for accidental breakage or damage to the windscreen or window glass in Your Motorhome up to a limit of \$1,000. All of the terms, conditions, limitations and exclusions of the Policy apply to this cover, unless expressly stated otherwise. See page 30 for more details.

#### **SUM INSURED**

Where We cover You for Loss to Your Motorhome We agree to cover Your Motorhome up to a maximum amount. There are these options that may be available to You depending on Your circumstances:

#### **1. AGREED VALUE: MOTORHOMES UP TO 2 YEARS OF AGE**

When You have purchased a brand new Motorhome through a dealership when You purchase or renew Your insurance in the 2 calendar years from the date You purchased Your Motorhome We will agree to insure Your Motorhome for the purchase price paid. However we will only insure Your Motorhome for its purchase price during the 2 year period from the date of purchase. After You have owned Your Motorhome for 2 years the Policy will insure Your Motorhome for its Market Value.

At any time after purchasing this insurance, including at any time when Your Policy insures Your Motorhome for its Market Value, You can contact Us and request that Your Motorhome be insured for an Agreed Value in which case You must provide Us with details of Your requested Sum Insured and We will inform You of the sum we will agree to insure Your Motorhome for, and the additional premium, if any We will require. If You do not insure Your Motorhome for an Agreed Value Your Policy will insure Your Motorhome for its Market Value.

The purchase price and date of purchase of Your Motorhome must be advised to Us at the time of entering into the Policy.

#### 2. AGREED VALUE: MOTORHOME OVER 2 YEARS OF AGE

Where Your Motorhome is older than 2 years of age, when You purchase or renew Your insurance

- if You have owned the Motorhome for less than 2 years, We will insure Your Motorhome for the purchase price
  paid by You whilst You have owned the Motorhome for less than 2 years and thereafter at the value we have
  agreed at the start of Your Policy or at any subsequent time to be the Agreed Value Your purchase price of the
  Motorhome will be the Agreed Value of the Motorhome until it has been owned by You for 2 years and thereafter
  the Agreed Value shown in Your Certificate of Insurance or endorsement to the Policy and where no amount is
  shown for the Agreed Value, the Market Value will be the Agreed Value The purchase price and date of purchase
  must be advised at the time of entering into the Policy.
- If You have owned the Motorhome for more than 2 years, the amount We agree with You to be the Agreed Value which will be shown on Your Certificate of Insurance.

If We cannot agree on the Sum Insured value with You, the Policy We will insure Your Motorhome for its Market Value.

At the end of 2 calendar years from the date You purchased Your Motorhome , the Policy will insure Your Motorhome for it's Market Value.

You can contact Us at any time and request that Your Motorhome be insured for an Agreed Value in which case You must provide Us with details of Your requested Sum Insured and We will inform You of the sum we will agree to insure Your Motorhome for, and any additional premium We will require. Where You do not insure Your Motorhome for an Agreed Value Your Policy will operate on a Market Value basis and Your Motorhome will be insured for its Market Value.

#### **3. MARKET VALUE**

If We decide to insure Your Motorhome on a Market Value basis, We will then pay up to the Market Value (as defined on page 40), and in summary the amount to buy a similar Motorhome, taking into account the make, model and age of the Motorhome assessed at the time of the event giving rise to the Loss, or the Sum Insured specified in Your Schedule, whichever is the lesser.

#### **4. REPLACEMENT**

If Your Motorhome was purchased new and insured under this Policy and is declared by Us to be a Total Loss Within 2 years (24 months) from date of original registration We will replace your Motorhome with another Motorhome of the same make, model or series, subject to the following conditions:

- Jayco Platinum Motorhome Insurance was taken out at the time the Motorhome was purchased.
- Jayco Platinum Motorhome Insurance has been consistently held up to the time of the incident/loss.
- If it is financed, the financier agrees with your Motorhome being replaced.
- The replacement Motorhome must be locally available within 90 days of your Motorhome being declared a Total Loss.
- If we do replace your Motorhome we will also pay for registration, statutory insurance, dealer delivery fees, government stamp duty and the Goods and Services Tax.

Should you not wish to receive a replacement Motorhome or agreement cannot be reached on a new Motorhome we will pay you amount shown on your Policy schedule.

The cover under this benefit will end as soon as one of the following occurs:

- The Policy is cancelled.
- Your Motorhome is no longer covered by the Policy.
- 24 months from the Motorhome's original registration.
- Your Motorhome has been sold.

#### **MOTORHOME TOTAL LOSS**

If Your Motorhome is a Total Loss, We will pay You the Sum Insured or replace Your Motorhome. Replacement is subject to conditions, including that a Total Loss occurs within 2 years of the purchase date as a new or demonstrator Motorhome. If We settle Your claim for a Motorhome Total Loss We will not refund any Premium and any outstanding Premium will reduce Your claim amount. Please see pages 19-21 for more details.

#### **OTHER IMPORTANT INFORMATION**

Please note in particular the following terms of the Policy:

- We do not cover You for any Loss caused by Flood, a Cyclone, bushfire or grassfire occurring within 72 hours of Your Policy's first inception date (excludes renewals) unless your Policy commenced on the day You bought Your Motorhome or immediately after another Policy covering the same Motorhome expired (not by cancellation) with no break in cover in between.
- We do not cover a Motorhome if it is used for other than Private Use, or if it is Your permanent residence or used as accommodation whilst working away from home.
- The Policy provides no cover to the extent it would be in breach of applicable embargo or sanctions law or regulation.
- The subrogation condition in the Policy Wording requires You must not do anything which reduces any rights of recovery held by You.

## **Applying For Cover**

When You apply for this insurance, You will need to complete an application. We will use and rely on the information supplied by You to decide the terms of cover We will provide. If You are not eligible for cover under this insurance, You can seek alternative options by contacting the Insurance Council of Australia (ICA) or the National Insurance Brokers Association (NIBA). If You are not happy with Our reasons as to why You are not eligible for cover, You can lodge a complaint with Us by following the complaints procedure outlined on page 15.

### **About Your Premium**

The Premium is the amount You must pay Us for the Policy.

The Premium includes any administration fees, as well as any stamp duty, GST, fire or emergency services levy and any other applicable government charges, taxes or levies. Information on these amounts will be specified in the Schedule. When You apply We will advise You of the Premium amount, when it is due and how it can be paid. If We agree to issue the Policy We will confirm the amount in the Schedule.

### FACTORS THAT AFFECT OUR CALCULATION OF YOUR PREMIUM

In addition to the Sum Insured of Your Motorhome, We also use other factors about You and Your Motorhome to work out Your Premium. These are called Premium factors, and they are summarised in the table below:

Premium Factor	May lead to a lower Premium	May lead to a higher Premium
Your insurance and claims history	Zero/limited number of claims	Higher number of claims
Limits and Excesses that apply	Choosing to pay a higher optional Excess	
Value of Your Motorhome and Contents	Lower value	Higher value
The location of Your insured Motorhome	Lower risk location	Higher risk location
Age of the Motorhome	Brand new Motorhome purchase	Older, used Motorhome
Security devices on Motorhome	Anti-theft brakes, engine immobilisers and security alarms	
Safety devices on Motorhome	Fire alarms, smoke alarms, extinguishers and fire blankets	
Optional cover	Choosing to add optional lay up cover (discount applied before applicable government taxes and charges)	Choosing to add windscreen excess cover

The Premium factors We use reflect the likelihood of You making a claim together with other factors related to Our cost of doing business. Each time You renew the Policy Your Premium is likely to change, even if Your personal circumstances have not changed. This is because Premiums are affected by other things such as Our expenses of doing business and changes in Our claims experience.

#### **PAYING YOUR PREMIUM**

You must pay the Premium in full by the due date. If We do not receive Your Premium by this date or Your payment is dishonoured, We may be entitled to reduce or refuse to pay a claim and/or cancel the Policy, in accordance with the law. We may also reduce the amount We pay by the amount of outstanding Premium.

### **About Your Excess**

An Excess is the amount You need to pay or bear towards a claim under the Policy. The Excess(es) applicable to Your cover will be specified in the Schedule. There is a basic Excess which applies to all claims under the Policy (other than claims for certain additional benefits only) and other Excesses (as may be applicable to Your Policy) set out on page 34.

## **Duty Of Disclosure**

#### FOR NEW POLICIES

Before You enter into an insurance contract, You have a Duty of Disclosure under the Insurance Contracts Act 1984 (Cth).

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

#### FOR RENEWING POLICIES

Before You renew this contract of insurance, You have a Duty of Disclosure under the Insurance Contracts Act 1984 (Cth).

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

Also, We may give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

You have this duty until We agree to renew the contract.

#### IF YOU DO NOT TELL US SOMETHING

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount we will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

#### **ALTERATION OF RISK**

You must tell Us as soon as possible if circumstances, changes or alterations occur or are intended or made which may increase Our risk under the Policy, including (but not limited to) the risk of Loss or legal liability, and details of any:

- conversion or modification to Your Motorhome made by someone other than the manufacturer; or
- change in the use of Your Motorhome.

If We agree to the change, We will do so in writing and You must pay Us any additional Premium We may require.

### More Than One Named Insured

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of the other person(s) insured under the Policy. This includes policies where We insure Your Motorhome in the name of more than one person, in which case each person is a joint policyholder and is able to make changes to the Policy that We agree to. In the case of joint policyholders, We will treat a statement, act, omission, and claim or request to alter or cancel Your Policy made by one as coming from all of those named as insured.

## **Making A Claim**

We understand that it can be very stressful if You need to make a claim. Our claims team will be there to help You with advice and assistance when You need it most. NM Insurance has been appointed by your Insurer to administer and settle claims within the binder authority. NM Insurance handling of Your Claim will be in accordance with the requirements set out under the General Insurance Code of Practice (see below). You should contact Us to make a claim.

### **General Insurance Code Of Practice**

The insurer is a signatory to the General Insurance Code of Practice (the Code) and NM Insurance also proudly supports the Code.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

Further information about the Code and Your rights under it is available at www.codeofpractice.com.au or by contacting Us.

## **How We Resolve Your Complaints**

If You have a complaint about an insurance product We have issued or service You have received from Us, please contact Us or Your intermediary to initiate Your complaint with Us. If You are unable to contact Your intermediary, You can contact Us directly on 1300 996 110. We will acknowledge receipt of Your complaint within 24 hours or as soon as practicable.

If You are not satisfied with Our initial response, You may access Our internal dispute resolution process. Please refer to Our website for details of Our internal dispute resolution process.

We expect that Our internal dispute resolution process will deal fairly and promptly with Your complaint, however, You may take Your complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

Website: www.afca.org.au Email: info@afca.org.au Free call: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

### Remuneration

This statement is designed to assist You in deciding whether to use any of the services set out in this PDS. It provides You with information about the financial services that may be provided and contains information about remuneration that may be paid to NM Insurance, its authorised representatives and other relevant persons in relation to the services offered. For details about how complaints against Us can be dealt with, please refer to the "About Our Complaints Process" section above.

#### **DISTRIBUTION OF THIS INSURANCE**

Pursuant to ASIC Corporations (Basic Deposit and General Insurance Product Distribution) Instrument 2015/682, certain persons, including selected Jayco dealers, have been authorised by NM Insurance as general insurance distributors to deal in this insurance on its behalf. These persons are not authorised to provide any advice on this insurance and have no binding authority to enter into any Policy or settle any claim or otherwise act on behalf of Us.

#### **DISTRIBUTORS' REMUNERATION**

Distributors receive a commission whenever You enter into a Policy arranged by them (including renewals and some variations which increase the premium payable). Jayco also receives a commission in these circumstances. The commission excludes GST and is a percentage of the insurer's base premium (i.e. premium excluding the amounts included by the Insurer in relation to applicable stamp duty, fire service levy, GST or any other government charges, taxes, fees or levies). The commission is included as part of Your premium.

# HOW NM INSURANCE IS REMUNERATED FOR THE SERVICES PROVIDED

NM Insurance also receives a commission whenever You enter into a Policy arranged by them or their dealer distributors (including renewals and some variations which increase the Premium payable).

The insurer may also advance NM Insurance other money in the period to cover marketing and other costs and expenses which is agreed on a case by case basis.

For services in administering this insurance, NM Insurance may be paid a profit share amount in relation to all Jayco Platinum Motorhome Insurance policies entered into in each annual period. The amount NM Insurance can receive is a percentage of the net profit amount (if any) which is determined by the insurer and is based on the total Premium excluding certain costs, expenses, fees and liabilities in relation to the policies (e.g. taxes and charges on the Policy, reinsurance costs, claims payments, commission paid and administrative costs) over a 12 month period. If there is no net profit in the annual period, NM Insurance receives no profit share. Any profit share amount is paid 3 months after the annual period ends.

NM Insurance will also charge You a fee, which varies depending on the dealing service it provides You with. The fee is paid in addition to the Premium and is specified in the Schedule.

NM Insurance's staff receives an annual salary that may include bonuses based on performance criteria (which can include sales performance) and the achievement of company goals.

#### **REMUNERATION PAYABLE TO REFERRERS**

NM Insurance will in some cases pay a pre-agreed fee and/or a commission which is a percentage of the Premium, to persons who refer You to it if You buy the insurance. The amount paid will depend on the person who refers You and their level of involvement in the transaction.

#### FURTHER INFORMATION ABOUT REMUNERATION

If You would like more details about the remuneration (including commission) or other benefits NM Insurance, its distributors or referrers receive, please ask for it within a reasonable time after You receive this document and before We (or anyone else identified in the PDS or this statement) provide any financial service to You.

This statement is provided by:

NM Insurance Pty Limited

ABN 34 100 633 038 AFSL 227186 Address: Level 7, 99 Walker Street North Sydney NSW 2060 Phone: 02 8287 3790 Email: customerservice@nminsurance.com.au Website: www.jaycocaravaninsurance.com.au

You may give Us instructions by using the contact details set out above.

## **How We Protect Your Privacy**

ZAIL and NM Insurance are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) (the "Act") and the Australian Privacy Principles (APPs).

In this section dealing with Privacy, "We", "Our" and "Us" refers to both ZAIL and NM Insurance.

Further information about Our Privacy Policies is available at:

 for NM Insurance at: www.nminsurance.com.au or by contacting NM Insurance at customerservice@nminsurance.com.au or on 1300 376 959.

This Privacy Statement outlines why, how We collect, disclose and handle Your personal information (including sensitive information) as defined in the Act about:

- You, if an individual; and
- other individuals You provide information about.

Zurich is bound by the Privacy Act 1988. We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about You ('Your details') to assess applications, administer policies, contact You, enhance Our products and services and manage claims ('Purposes'). If You do not provide Your information, We may not be able to do those things. By providing Us, Our representatives or Your intermediary with information, You consent to Us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, affiliates of Zurich Insurance Group Ltd, insurers, reinsurers, Our banking gateway providers and credit card transactions processors, Our service providers, Our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving Us information about another person, please give them a copy of this document. Laws authorising or requiring Us to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws. Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning Us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. It also sets out how We handle complaints and how You can access or correct Your details or make a complaint.

## **Important Information**

#### **ELECTRONIC COMMUNICATION**

We prefer to communicate with You and send correspondence (including Policy documents) to You or any agent You may nominate via email, and will do so unless You tell Us not to.

We will consider any Policy documents We send to You or Your nominated agent electronically to have been received by You 24 hours after sending them.

You agree by entering into the Policy that We may use the email address provided by You for all communications.

You are responsible for making sure You provide Us with the correct email address of You or Your nominated agent and telling Us if it changes.

#### FINANCIAL CLAIMS SCHEME

Zurich is an insurance company authorised under the Insurance Act 1973 to carry on general insurance business in Australia. As such, Zurich is subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at http://www.fcs.gov.au

#### **CHANGES TO THIS PDS**

We may need to update the information contained in this PDS from time to time. We will issue You with a supplementary PDS or a new 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 or renew the insurance We may issue You with notice of this information in other forms or keep an internal record of such changes. You can obtain a free paper copy of any updated information by calling Us on 1300 376 959 or email customerservice@jaycomotohomeinsurance.com.au

## **Policy Wording**

### Section 1 – Motorhome Cover

This section details cover for Loss to your Motorhome. It is subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy.

We cover You for Loss to your Motorhome during the Period of Insurance up to the Sum Insured which is caused by one or more of these events:

accidental damage; fire;

Flood; hail;

malicious damage; storm;

theft and attempted theft; and

any other event that is not excluded by this Policy.

#### SETTLEMENT OF YOUR CLAIM

#### **PARTIAL LOSS**

<ul> <li>Where You have a Partial Loss to Your Motorhome, We will:</li> <li>repair Your Motorhome or any part of it</li> <li>replace any part of Your Motorhome</li> <li>or pay You the lesser of the cost to repair or replace Your Motorhome, or the relevant Sum Insured of Your Motorhome.</li> </ul>		
Accessories (where repair is not a viable option)	Replaced items will be of similar age and condition as the stolen or damaged item or we will reimburse the amount it would cost Us to replace the item of a similar age and condition.	
Items that form part of a set	Where an item the subject of a valid claim forms part of a set, We will only pay in respect of the replacement value of that item, not the entire pair or set.	
Lifetime guarantee on repairs	Any repairs to Your Motorhome We arrange under a claim are guaranteed by Us against any defect due to workmanship or faulty material for the life of Your Motorhome provided You still own it.	
Parts not available in Australia	If We choose to replace parts, Accessories, Awning or Annexe and they are not readily available in Australia, We will at Our option pay: • the last list price of these items in Australia; or • the cost of similar comparable items, plus the reasonable cost of fitting.	

Repairer procedure	You may obtain a repair quote from any licensed repairer. We reserve the right to request a second quote and/or move Your Motorhome to another repairer acceptable to both of Us.
	Our assessor will review the quote(s) and We will authorise any repairs to Your Motorhome that are reasonably and necessarily required. You are not permitted to authorise the repair of Your Motorhome unless You obtain Our prior consent. A repairer We authorise may sub-contract some of the repairs if necessary e.g. if a specialised repairer is required to do the repairs.
Replacement of parts	Parts used in the repair will be new or consistent with the age and condition of Your Motorhome. In doing so, We will try to match materials used in the original, but reserve the right to use equivalent/similar materials if this is not possible. We will not pay for matching materials to achieve a uniform effect.

#### **TOTAL LOSS**

If We agree to pay a claim for Total Loss of Your Motorhome (including if We decide Your Motorhome cannot be Economically Repaired) You may select either option a) Replacement or b) Sum Insured below (subject to the criteria and limitations stated below).

Either option is subject to any Excess(es) that may apply.

#### A) REPLACEMENT

If Your Motorhome was purchased new and insured under this Policy and is declared by Us to be a Total Loss Within 2 years (24 months), from date of original registration

We will replace your Motorhome with another Motorhome of the same make, model or similar if it is no longer available, and include similar tools, Fixtures and Fittings, Annexe and/or Awning (if specified on Your Schedule) and spare parts, series, subject to the following conditions:

- Jayco Platinum Motorhome Insurance was taken out at the time the Motorhome was purchased.
- Jayco Platinum Motorhome Insurance has been consistently held up to the time of the incident/Loss.
- If it is financed, the financier agrees with your Motorhome being replaced.
- The replacement Motorhome must be locally available within 90 days of your Motorhome being declared a Total Loss.
- If we do replace your Motorhome we will also pay for registration, statutory insurance, dealer delivery fees, government stamp duty and the Goods and Services Tax.

Should you not wish to receive a replacement Motorhome or agreement cannot be reached on a new Motorhome we will pay you amount shown on your Policy schedule.

The cover under this benefit will end as soon as one of the following occurs:

- The Policy is cancelled.
- Your Motorhome is no longer covered by the Policy.
- 24 months from the Motorhome's
- Original registration.
- Your Motorhome has been sold.

#### **B) SUM INSURED**

We will pay:

- any finance amount that You may owe on Your Motorhome to a financier up to the applicable Sum Insured; and/ or
- if there is any balance of the applicable Sum Insured following payment of the finance amount pay that balance to You (or if Your Motorhome is not financed, pay You the Sum Insured) less any applicable Excess.

### **AFTER A TOTAL LOSS**

Your Policy ends when a claim arising from Motorhome Total Loss is settled. You are not entitled to any Premium refund and if any Premium is outstanding We can reduce Your claim by this amount. If We pay for a Total Loss of Your Motorhome, Your Motorhome or its wreck becomes Our property; however We will give You the first choice to buy it back at a price established by a salvage company or auction We both agree to. If You do buy Your Motorhome or its wreck back in accordance with this clause We will pay to move Your Motorhome to Your Home or another place of Your choice, up to a maximum of \$1000.

#### **EXCLUSIONS**

Cover for Your Motorhome during the Period of Insurance is subject to these exclusions, (see also General Exclusions on pages 31-33 which are applicable to all sections of cover):

- 1. Repairs done prior to obtaining Our written consent except, in the case of Section 3 Additional Benefits, as provided for under Emergency Repairs – see page 23 for details;
- 2. Loss that occurs because You cannot use Your Motorhome (including any consequential loss or any loss of profit);
- 3. Any Loss:
  - a) caused when modifying, repairing, erecting or dismantling Your Awning or Annexe;
  - b) to Your Awning or Annexe caused by a Cyclone;
  - c) caused by You failing to protect Your Motorhome after it is damaged in an accident, breaks down or is stolen and later found;
  - d) caused by an electrical fault in Your Motorhome's wiring where it does not comply with the Standards Association Code for Electrical Installation in Motorhomes;
  - e) not caused by the insured event;
  - f) that is otherwise excluded under the Policy;
- 4. Malicious damage, theft or attempted theft by a person who is in Your Motorhome with Your permission;
- 5. Your Motorhome or its Awning or Annexe being misplaced or lost (unless stolen);
- 6. Loss to Your Motorhome, Awning or Annexe caused by animals of any kind that You own or are in Your possession, custody or control;
- 7. Loss caused by theft or attempted theft of:

a) Your Motorhome Fixtures and Fittings where there is no physical evidence of Forcible and Violent Entry or Your Motorhome is not securely locked; or

b) Your Awning if:

i. it is left unattended for 8 or more consecutive days anywhere other than a caravan park that has a resident manager; or ii. it is not securely locked away whilst it is not erected;

- 8. Any costs of fixing faulty repairs where the fixing of the faulty repairs is performed prior to the start date of the first Period of Insurance of the Policy;
- 9. Undamaged panel, sheeting, internal or external cladding which cannot be matched to the replacement material;
- Repair or replacement that results in an improvement of Your Motorhome's condition from its condition immediately prior to the Loss. If this occurs, We may require You to contribute to the repair cost and in doing so will always explain why, tell You the cost amount and give You payment instructions;
- 11. Tyre damage caused by bursts, punctures, road cuts or the application of brakes;
- 12. Loss caused by tar flecks or stone chips or from the road;
- 13. Loss caused by wear and tear, gradual deterioration, or depreciation (including, but not limited to, any Loss caused by wear and tear to or deterioration of body or roof seals);
- 14. Loss caused by corrosion or rust;
- 15. Loss caused by gas, electronic, electrical, or structural failure, breakdown, breakage or Mechanical Breakdown;
- 16. Loss of Your Motorhome caused by manufacturing faults or faulty warranty repairs;
- 17. Loss of use of or damage to fuses or protective devices, heating elements or lighting elements;
- 18. Any costs of repairing or replacing a defective or faulty part, appliance or product;
- 19. Loss of Your Motorhome and/or Awning when You have used Your Motorhome for anything other than Private Use, including hiring out Your Motorhome for reward;
- 20. Loss caused by or consisting of any odour or residue that was caused by food spoilage;
- 21. Loss not caused by the event you are claiming for or Loss that occurred outside of the Period of Insurance;

22. Loss of or damage to your Motorhome caused by actions or movements of the sea, storm surge, tidal wave, a high tide or king tide.

### Section 2 – Contents Cover

This section details cover for Loss to Your Contents. It is subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy.

We cover You for Loss to your Contents during the Period of Insurance up to the Sum Insured which is caused by one or more of these events:

accidental damage; fire; Flood; hail; malicious damage; storm; theft and attempted theft; and any other event that is not excluded by this Policy.

#### AFTER TOTAL LOSS OF YOUR CONTENTS

If We agree to pay a claim or claim(s) for the total Contents Sum Insured, Your cover under Section 2 Contents will end unless You ask Us to reinstate additional cover for Your Contents and pay any additional Premium We require.

#### **EXCLUSIONS**

Cover for Your Contents during the Period of Insurance is subject to these exclusions, (see also General Exclusions on pages 31-33 which are applicable to all sections of cover):

- 1. Malicious damage, theft or attempted theft by a person who is in Your Motorhome with Your permission;
- 2. Loss caused by theft or attempted theft from Your Motorhome where there is no physical evidence of Forcible and Violent Entry;
- 3. Loss caused by theft or attempted theft from Your Motorhome or Annexe (or if applicable, Your storage location) that is not securely locked;
- 4. Loss of Your Contents occurring when You have used Your Motorhome for anything other than Private Use, including hiring out Your Motorhome for reward;
- 5. Loss of Contents kept in Your Motorhome of which You are not legally responsible for or do not own;
- 6. Food that cannot be eaten due to an act or omission by You or Your Relative(s) causing frozen or refrigerated food to spoil; or a strike directly causing an interruption to electricity supply. No amount is payable in respect of any Loss to a refrigerator or freezer from any food spoilage.

### Section 3 – Additional Benefits

This section details cover for additional benefits that are included in the Policy. It is subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy, unless expressly stated otherwise. Each benefit limit applies in total for any and all claims under that benefit during the Period of Insurance.

Benefit	Limit
Boats and inflatable dinghies towed or transported by Your Motorhome	\$1,000 limit
If We agree to pay a claim for Loss to Your Motorhome and Your boat or dinghy, which is less than 3 metres in length, while towed by Your Motorhome suffers Loss caused by an insured event for which Your Motorhome is covered, We will pay the reasonable costs to repair or replace the boat or dinghy. This excludes any unspecified watercraft over 3 metres in length and their equipment.	
Costs to return Your Motorhome following repairs	\$1,000 limit
<ul> <li>If We agree to pay a claim for Loss to Your Motorhome and Your Motorhome has been repaired over 100 kilometres from Your Home, We will cover at Our option, either:</li> <li>the payment of Your reasonable cost of travel to collect Your Motorhome; or</li> <li>the delivery of Your Motorhome to You after repairs have been completed.</li> </ul>	
Cover for new Motorhome purchase	Up to the
If You have sold Your Motorhome and purchased a replacement motorhome, cover under the Policy extends to the replacement Motorhome for 14 days from the date of its purchase provided any claim in relation to it shall not exceed the purchase price of the replacement Motorhome or such lesser limit under the Policy that may apply. If We have provided You with this additional benefit, cover will cease for the Motorhome that has been replaced. After the 14 day period, the replacement Motorhome is not covered unless You request it and We agree to cover it and You pay any extra Premium We require.	purchase price of the replacement Motorhome
Cover for Your Trailer towed by Your Motorhome	\$1,000 limit
If We agree to pay a claim for Loss to Your Motorhome and Your Trailer (where it is registered to You and operated by You for Private Use), while towed by Your Motorhome suffers Loss caused by an insured event for which Your Motorhome is covered, We will pay the reasonable costs to repair or replace Your Trailer. When We pay for a Total Loss of Your Trailer, Your Trailer or its wreck becomes Our property. This excludes:	\$1,000 mm
<ul> <li>Loss caused by theft or attempted theft unless as a result of Forcible and Violent Entry.</li> </ul>	
Loss that occurs because you cannot use Your Trailer.	
<ul> <li>Malicious damage to Your Trailer by someone who is using Your Trailer with Your consent.</li> <li>Loss caused by You failing to protect Your Trailer after it is damaged in an accident or stolen and later found.</li> </ul>	
Emergency pet cover	\$500 limit
If We agree to pay a claim for a Loss to Your Motorhome and the Loss also causes Injury to Your domestic pet, We will pay reasonable veterinary expenses incurred by You for such Injury.	

Emergency Repairs	\$1,000 limit
If We agree to pay a claim for Loss to Your Motorhome, We will cover the reasonable costs of Emergency Repairs that are essential to allow You to return Your Motorhome to Your Home.	
Hire Motorhome following an accident If We agree to pay a claim for Loss following an accident and Your Motorhome is undergoing repairs over 100 kilometres from Your Home, We will provide You with a hire Motorhome (similar to Your Motorhome, subject to availability).	\$100 limit per day to a total of \$500.
Hire Motorhome following theft If We agree to pay a claim for theft of Your Motorhome, We will provide You with a hire Motorhome (similar to Your Motorhome, subject to availability) for up to 21 days where Your Motorhome has not been recovered or cannot be used following such theft. If We have provided You with a hire Motorhome following theft We will not cover any Temporary Accommodation costs.	\$100 limit per day to a total of \$1,500
<ul> <li>Liability under maritime law</li> <li>If You have liability under maritime law as a result of You travelling with Your Motorhome by sea between places within Australia, We will pay for:</li> <li>general average (i.e. if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship, the owners of the remaining cargo must contribute towards the loss suffered by the other owners); and/or</li> <li>costs incurred in recovering a marooned or disabled ship.</li> </ul>	Up to the Motorhome Sum Insured
<b>Rekeying or replacing locks and cylinders</b> If We agree to pay a claim for theft causing Loss to Your Motorhome and a key to an external door lock of Your Motorhome, or a key to an external window lock of Your Motorhome, is lost or stolen, or You have reason to believe that the key has been duplicated, We will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item.	\$500 limit
<b>Removal and storage</b> If We agree to pay a claim for Loss to Your Motorhome and Your Motorhome cannot be towed in the period between the relevant Loss and the time the claim for the relevant Loss is paid, We will pay the reasonable costs to have Your Motorhome removed and stored during the Period of Insurance.	\$1,000 limit
<b>Removal of debris</b> If We agree to pay a claim for a Loss to Your Motorhome, We will pay the reasonable costs incurred in the removal of debris which is directly caused by the insured event.	\$5,000 limit for any one insured event
<b>Replacement of firefighting equipment</b> If We agree to pay a claim for a Loss to Your Motorhome, We will pay the cost to replace any of the following equipment that was installed in Your Motorhome and used to minimise the Loss; fire extinguisher, fire alarm, smoke alarm or fire safety blanket. This excludes any Loss incurred to the firefighting equipment by events excluded in this Policy.	\$500 limit

Returning home expenses	\$5,000 limit
We will pay the reasonable costs to transport You back to Your Home if:	
<ul> <li>You are unable to drive the Motorhome due to You suffering an Illness or Injury incurred during the journey more than 100 kilometres from Your Home and You can provide a medical certificate stating that You were unable to drive; or</li> </ul>	
<ul> <li>Your Motorhome is involved in an accident, more than 100 kilometres from Your Home, and cannot be driven.</li> </ul>	
This excludes:	
ambulance or other medical related transport; and	
<ul> <li>Injury or Illness resulting from: racing (other than on foot), any recreational or professional sport, transportation, childbirth or pregnancy or their complications and You or any person on whom Your trip depends being affected by alcohol or drugs.</li> </ul>	
Temporary Accommodation costs	\$150 limit per
If We agree to pay a claim for a Loss to Your Motorhome when it is more than 100 kilometres from Your Home and it cannot be towed or is not fit to stay in, We will pay Your reasonable Temporary Accommodation Costs.	day to a total of \$2,100
This excludes any costs for Temporary Accommodation after Your Motorhome has been replaced or repaired. If We have covered your Temporary Accommodation costs, We will not provide You with a hire Motorhome.	
Transporting Your Contents to Your Home after a Total Loss	\$1,000 limit
If We agree to pay a claim for a Total Loss to Your Motorhome and Your Motorhome is more than 100 kilometres from Your Home when it becomes a Total Loss, We will pay to transport Your Contents back to Your Home if You are unable to do so.	
Unexpired registration	\$1,000 limit
If We agree to pay a claim for the Total Loss to Your Motorhome, We will reimburse You the amount of the unexpired portion of registration You have paid on Your Motorhome unless it is transferable to a replacement Motorhome. This excludes compulsory third party insurance (CTP) costs. If the costs can be recovered from the appropriate authorities, We will not provide this cover.	

#### SETTLEMENT OF YOUR CLAIM

We will pay You up to an aggregate limit of \$1,000 (or any higher amount specified in Your Schedule) for Loss to your Contents when they are in Your Motorhome or Your Motorhome's Annexe.

We will settle Your claim by paying the lesser of:

- the cost to repair or replace the item of Contents.
- the lesser of:
  - the amount it would cost Us to repair or replace the item of Contents;
  - the applicable limit(s) of cover; or
  - If the item of Contents:
    - is more than 5 years old; and
    - cannot be Economically Repaired,
- the Depreciated Value.

We will make every effort to replace or repair Your Contents with the original item and original materials, but reserve the right to use an equivalent/similar part or material if it is not practicable to do so.

Where an item forms part of a pair or set, We will only pay in respect of replacement for that item, not the entire pair or set. If We pay the costs of replacing Your Contents, any damaged or recovered Contents become Our property.

Unless otherwise specified in Your Schedule, the most We will pay for any individual Contents item listed is the lesser of \$1,000 or the sub-limit stated (if applicable) and subject always to the aggregate limit stated above.

Contents	Sublimit
Bicycles, scooters, electric bikes and motorised wheelchairs	\$500 limit
Binoculars	\$500 limit
Damaged food	\$500 limit
Mechanical/electrical breakdown of listed appliances forming part of contents	\$500 limit
Mobile phones, satellite phone and CB radios	\$500 limit
Personal computers and their equipment	\$500 limit
Photographic equipment (including cameras)	\$500 limit
Portable household electrical appliances	\$500 limit
Tools and spare parts	\$250 limit

### Section 4 – Liability

This section details cover for legal liability that is included in the Policy. It is subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy, unless expressly stated otherwise.

If an Australian court or other judicial body finds, or We accept in writing, that as a result of an accident, You are legally liable to pay compensation for:

- Loss to property owned and controlled by another person; or
- death of, or Injury to, another person,

We will pay a claim in respect of Your liability provided that the accident giving rise to liability:

- occurs in Australia and during the Period of Insurance;
- is caused by You owning, using or being in charge of Your Motorhome; and
- was not expected or intended to give rise to such legal liability.

Cover under this Section 4 - Liability cover is extended to apply to any person who is using Your Motorhome with Your consent so that the provisions of this section apply to them as if they were You. This does not increase the limits of cover under the Policy.

When someone other than You makes a claim under this section they must observe the full terms and conditions of the Policy just as You have to observe such terms and conditions.

#### LIMIT OF LIABILITY

For cover under Section 4 – Liability cover, We will not pay more than \$20,000,000 in total for all claims by all persons in the aggregate, inclusive of any costs (legal or otherwise) We agree to pay as part of any claim.

#### SETTLEMENT OF YOUR CLAIM(S)

If We agree You or any other person covered under this section has a claim, We have the right to:

- settle, or attempt to settle any claim;
- make or accept any offer or payment, or in any other way admit You, or any other person covered is liable;
- defend any claim on Your behalf or on behalf of any other person who makes a claim under this Section; or
- represent You or any other person who makes a claim under this Policy at an inquest, official enquiry or court proceedings.

You must:

- provide Us with a copy of any notice, letter, claim, writ or summons as soon as possible after You receive it, and notify Us promptly; and
- co-operate with Us in investigating, defending and settling Your claim.

#### **EXCLUSIONS**

Cover for liability during the Period of Insurance is subject to these exclusions, (see also General Exclusions on pages 31-33 which are applicable to all sections of cover):

We will not pay a liability claim:

- 1. in connection with any contractually assumed liability;
- 2. for the death of or Injury to:
  - a. You;
  - b. any person covered by the Policy;
  - c. any relative of, or any person who usually lives with, (a) or (b) above;
  - d. the employees of (a) or (b) above if the accident that gives rise to the liability arises out of or in the course of their employment;
- 3. for any costs (legal or otherwise) incurred without Our prior written agreement;
- 4. in connection with any liability arising from the actions of animals of any kind, other than Your domestic pets;
- 5. for any of the following:
  - a. Loss to any property owned or controlled by You or the person who is legally liable, including Your Motorhome;
  - b. punitive, exemplary, multiple or aggravated damages or any penalties or fines; or
  - c. legal liability in connection with actions brought outside Australia or actions in a court or other judicial body that does not usually apply the laws of an Australian state or territory;
- 6. if You or any other person covered under Section 4 has accepted liability without first obtaining Our agreement;
- 7. if at the time of the accident, or immediately before the accident Your Motorhome was attached to a registered motor vehicle or an unregistered motor vehicle;
- 8. where the legal liability is required to be insured by any law;
- 9. if You have used Your Motorhome for anything other than Private Use, including hiring out Your Motorhome for reward;
- 10. for Loss to any property You or Your Relative, employer or Your employer's employees own or control;
- 11. for any liability arising from:
  - a. the ownership of buildings, structures or land;
  - b. the ownership, custody, or use of any lift, aerial device, drones or aircraft (other than toy kites or model aircraft), aircraft landing area, any watercraft that is over 3 metres long or motorised watercraft over 10 horsepower; or
  - c. any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme;
- 12. for Loss or Injury intentionally caused by You, Your Relative or a person acting with Your or Your Relative's consent.

### Section 5 – Optional Cover

This section details additions and alterations to Your cover through optional lay up cover and windscreen excess cover.

#### LAY UP COVER

If You take this option:

- the cover under Section 1, Section 2 and Section 3 is restricted to Loss arising from accidental damage, fire and theft and attempted theft occurring while Your Motorhome is within the gates, walls or fences of the location agreed and specified in Your Schedule as the lay up address; and
- there will be no cover under Section 4 of the Policy for any Loss giving rise to liability which occurs during the period of time You have taken up this option.

This restriction of cover gives You a discount per month (pro rata if necessary) or such other amount as notified by Us from time to time off Your base Premium for the period it is specified as selected in Your Schedule, and only applies during the period specified in Your Schedule.

#### EXCLUSIONS

Optional lay up cover is subject to the specific exclusion below and all other terms, conditions, exclusions, limits and Excess(es) of the Policy. This cover (and any associated discounts) does not apply and is not available if Your Motorhome is used for any purpose (whether as accommodation or any other purpose) during the period specified in Your Schedule.

#### WINDSCREEN EXCESS COVER

#### If You take this option:

We will cover Loss to the windscreen or window glass in Your Motorhome if it is accidentally broken or damaged, and We will not apply the basic Excess, inexperienced driver Excess or unlisted driver excess to Your claim.

This optional cover only applies:

- if Your Policy Schedule shows that You have selected optional windscreen excess cover;
- to one claim in any one Period of Insurance; and
- if the broken windscreen or window glass is the only damage to Your Motorhome.

This cover is limited to \$1,000 in total for the Period of Insurance.

This cover is subject to the terms, conditions, exclusions and limits of the Policy, unless expressly stated otherwise.

## **General Exclusions And Conditions**

#### **GENERAL EXCLUSIONS**

These exclusions apply to all sections of the Policy, in addition to any terms, conditions, exclusions and limits contained in a relevant specific section or elsewhere in the Policy.

We do not cover you for any Loss or liability:

- 1. occurring or incurred:
  - outside Australia;
  - in connection with Your Motorhome being used other than for Private Use;
  - while Your Motorhome is being used to tow a commercial Trailer that is known or should have been known to be unsafe or unroadworthy, unless it can be proven that this did not contribute towards the Loss;
  - intentionally caused by You or a person acting with Your consent;
  - in connection with the incorrect fuel usage for Your Motorhome;
  - in connection with pre-existing Loss to Your Motorhome;
  - while Your Motorhome is Your permanent residence or used as accommodation whilst working away from home;
  - while Your Motorhome is being transported by road (other than by being towed), rail or sea, unless We
    accept a claim for Loss to your Motorhome as part of the additional benefit of liability under maritime law;
- 2. caused by:
  - Flood, a Cyclone, bushfire or grassfire occurring within 72 hours of Your Policy's first inception date, unless Your Policy commenced on the day You bought Your Motorhome or immediately after another policy covering the same Motorhome expired (not by cancellation) with no break in cover in between;
  - actions or movements of the sea, storm surge, tidal wave, a high tide or king tide;
  - deliberate damage by Your Motorhome to a reservoir or dam;
- 3. caused by, involving or arising from:
  - inherent defect, wear and tear or lack of maintenance;
  - any escape of liquid;
  - any person or organisation who lawfully destroys or takes possession of Your Motorhome;
  - the action of tree roots;
  - property undergoing any process involving the application of heat;
  - any war, whether it has been formally declared or not, any hostilities, uprising, insurrection, revolt, rebellion, usurped power, revolution or coup d'état, or theft or confiscation of property as a result of any of these;
  - mildew, rot, mould or fungi;
  - fading, rising damp, action of light, atmospheric or climatic conditions;
  - radio-activity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
  - the presence of asbestos or other airborne contaminants;
  - insects, moths, termites, vermin, rodents, birds and bats;

- 4. or accident, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents which results from an Act of Terrorism;
- 5. if Your Motorhome is being driven:
  - a. while it is unregistered;
  - b. in contravention of any law;
  - c. by any person who:
    - i. is under the influence of alcohol or of any drug;
    - ii. has a blood alcohol level in excess of the legal limit prescribed by law in the place where the Loss occurs;
    - iii. refuses to allow police to conduct a breath or blood test (for determining their blood alcohol content), or a random drug test; or
    - iv. refuses to accompany police to undergo a drug test, unless Your Motorhome was stolen;
  - d. by any person who does not hold a current driver's licence that allows them to drive a vehicle for the purpose for which it is being used, or does not comply with all conditions imposed on their licence (unless Your Motorhome was stolen);
  - e. while in an unroadworthy or unsafe condition, unless You can prove that:
    - i. that condition did not contribute to the Loss or liability; or
    - ii. You could not reasonably have detected that condition;
  - f. in connection with motor sports or used in racing, pacemaking, a reliability trial, a speed or hillclimbing test or while being tested in preparation for any of these;
- 6. if Your Motorhome is used for an unlawful purpose by You or someone using Your Motorhome with Your consent;
- 7. if Your Motorhome is used to carry explosives, flammable substances or chemicals (other than for normal domestic purposes);
- 8. if Your Motorhome has been converted or modified by someone other than the manufacturer (except where noted on Your Schedule);
- 9. if Your Motorhome has been immobilized via the installation of permanent plumbing or gas connections or no longer supported by wheels;
- 10. if Your Motorhome or the way it is loaded interferes with the proper control of Your Motorhome, this includes carrying any load in excess of that permitted by law or carrying a number of passengers in excess of the number permitted by law or in excess of the number for which it was constructed unless You prove that the Loss or liability was not contributed to or caused by that excess load or excess number of passengers;
- 11. if Your Motorhome has been fitted with non-standard Accessories unless those non-standard Accessories are specified on Your Schedule;
- 12. if Your Motorhome is covered by other insurance for that Loss and/or Liability, including Compulsory Third Party (CTP) insurance;
- 13. if You have selected optional lay up cover and Your Motorhome is used for any purpose (whether as accommodation or any other purpose) during the period specified in Your Schedule.

### SANCTIONS

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

#### **GENERAL CONDITIONS**

You must adhere to these general conditions or We may refuse to pay a claim or reduce the amount payable under any section of the Policy.

You must:

- 1. when applying for the Policy or making a claim:
  - a. be truthful;
  - b. give Us full and complete details and tell Us everything You should tell Us; and
  - c. in the case of applying for the Policy comply with Your duty of disclosure (see page 12);
- 2. at all times:
  - a. keep Your Motorhome in good condition and ensure it is structurally sound, water tight and well maintained;
  - b. protect Your Motorhome and Contents, and if applicable Trailer and any other items covered, against any initial or further Loss;
  - c. obey any laws or regulations safeguarding people or their property;
- 3. co-operate with enquiries and give assistance, especially where claims are under investigation, and provide Us with documents and information We may need to assist with Our decision in relation to a claim;
- 4. make a report to the police, as soon as possible, about:
  - a. any accident involving Your Motorhome (if required by law to report it);
  - b. any theft or attempted theft; or
  - c. any malicious damage;
- 5. not do any of the following without first obtaining Our consent:
  - a. settle, or attempt to settle any claim;
  - b. make or accept any offer or payment, or in any other way admit You are liable; and
  - c. defend any claim;
- 6. not agree not to seek compensation from a person who may be liable to compensate You; and
- 7. inform Us if there has been a change in the risk. When You do inform Us, You will only be covered if We agree in writing to cover the change under the Policy.

### **Excesses**

Excesses are the amount You must first bear in relation to a claim – We will either deduct them from the amount We pay You or may require You to pay the amount to Us, a repairer or a supplier before settling Your claim. Multiple Excesses can apply.

The Excesses applicable to the Policy and the circumstances when they apply are set out in the table below – You may have to bear more than one in relation to a claim. The amount of each Excess (if applicable) will be shown on Your Schedule.

No Age Excess, Inexperienced driver Excess or Unlisted driver Excess will apply if the claim is for:

- a broken windscreen or vehicle window;
- Loss caused by theft or attempted theft;
- malicious damage or other Loss whilst parked; or
- Loss caused directly by hail, Flood, storm, and other natural disasters.

Excess Type	When it applies
Age Excess	Payable if the person driving the vehicle at the time of the Loss to Your Motorhome is under 25 years of age.
Basic Excess	Payable for each claim You make under any section of the Policy.
Inexperienced driver Excess	Payable if the person driving the vehicle at the time of the Loss to Your Motorhome is over 25 years of age but has been licensed to drive for less than 2 years.
Off road Excess	Payable if Loss to Your Motorhome occurs whilst being driven on any dirt road, unsealed road, beach or any other road which has not been gazetted.
Optional Excess	To reduce Your Premium, You may choose to have a higher basic Excess. If You choose one of the optional Excesses, this will be shown on Your Schedule.
Unlisted driver Excess	Payable if the person driving the vehicle at the time of the Loss to Your Motorhome is not listed on Your Policy Schedule.

## **Important Information**

### GOODS AND SERVICES TAX (GST)

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant Sum Insured, Market Value or Agreed Value or maximum amount that We pay as these amounts specified are GST inclusive amounts. However, if You are or would be entitled to claim any input tax credit for the repair or replacement of the insured property or for other things covered, We will reduce any payment for a claim under the Policy by the amount of such input tax credit. You must advise Us of Your correct input tax credit percentage where You are registered for GST. You are liable to Us for any GST liability We incur arising from Your any incorrect advice concerning or omission to tell Us about, your GST registration or entitlement to input tax credits

### ASSIGNMENT

You must not assign the Policy, or any rights under the Policy, without Our prior written consent.

### CURRENCY

All amounts shown are in Australian dollars. If costs are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the costs are incurred or the Loss is sustained, or the accident giving rise to liability occurs. All claims will be paid in Australian dollars.

### **OTHER INSURANCE**

If You make a claim You must advise Us of any other insurance policies that may be available to pay or partially pay that claim.

If You are entitled to claim under another policy for the same event that can be claimed under the Policy, to the extent permitted by law, We may refuse to pay under this Policy to the extent You are covered under the other insurance.

#### **GOVERNING LAW AND JURISDICTION**

The Policy is governed by the laws of Australia. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of an Australian court within the State or Territory in which the Policy was issued.

#### SUBROGATION

We may exercise any rights of recovery held by You to the extent of any payment We make under the Policy. You must not do anything which reduces, and must provide reasonable assistance to Us in pursuing, any such rights. Subrogation will be governed in accordance with section 67 of the Insurance Contracts Act 1984 (Cth). In relation to any claim under the Policy, You must not admit fault and must not offer or promise to pay any amount or become involved in litigation without Our approval.

## **Making A Claim**

If Your Motorhome is involved in an accident, please do not discuss responsibility and please avoid any discussions with witnesses or anyone else involved in the accident about who was responsible.

Please also contact the police as required by law:

- immediately if:
  - there are injuries as a result of the accident, or
  - any driver involved is under the influence of alcohol or any drugs, or
- within 24 hours of the incident if there is any Loss involving malicious damage, theft or attempted theft of Your Motorhome, Trailer or Contents.

If You are in doubt, please call the police. We may require a written statement from the police confirming the report. Please also obtain the other party/ies' details – You must give Us, where reasonably possible to do so the following where another vehicle is involved:

- name, current address and driving licence number of the other driver(s),
- the registration number of the other vehicle, a general description of it along with a description of the damage to their vehicle,
- details of any injuries, and
- the name(s) and address(s) of any witness(s).

Where other property suffers Loss, We will need You to supply, where reasonably possible, the following details:

- name and postal address of the owner of the property that suffered Loss,
- the address of the property that suffered Loss, along with a description of the Loss, and
- the name(s), and address(s) of any witness(s).

### CONTACT US

Please contact Us as soon as possible after the Loss on 1300 380 652. We will explain Your next steps and may arrange to have Your Motorhome removed and taken to the nearest repairer if it cannot be operated. Any delay in notifying Us of a Loss may prejudice Your claim.

#### DAMAGED OR STOLEN PROPERTY

You must retain where reasonably possible any:

- damaged property; or
- stolen and recovered property, and let Us inspect them if We need to.

In the event of a claim, We take over Your legal right to damaged property and to recover the property insured.

#### EVIDENCE

When making a claim, You must provide Us (if We request) with evidence to reasonably substantiate value and ownership, or We may reduce or refuse Your claim. This may include:

- proof of purchase, including sales receipts, credit card or bank statements showing the purchase transaction details. The proof of purchase should include the item description or code, purchase price, date purchased and purchase location;
- professional valuations;
- service or maintenance records;
- model and serial numbers and original instruction booklets and owner's manuals;
- photographs that clearly depict the item being used or worn by You.

## **Renewing Your Policy**

We will send You or Your nominated agent a renewal notice at least 14 days before the Policy expiry date notifying You whether We intend to offer renewal and if so on what terms.

It is important that You check the terms of any renewal offer before renewing to satisfy yourself that the details are correct. If We offer renewal You must comply with Your duty of disclosure (see above). In particular (without limitation), please also check the Sums Insured and any applicable Excess(es) to ensure the levels of cover are appropriate for You.

Please ensure that you contact Us prior to the renewal to advise Us whether You wish to renew Your Policy and, if You wish to renew, to pay the applicable renewal Premium.

This PDS also applies for any offer of renewal, unless We tell You otherwise.

## **Confirming Transactions**

You may contact Us in writing or by phone to confirm any transactions under Your insurance if You or Your nominated agent does not already have the required Policy confirmation details.

## **Cancelling Your Policy**

You can cancel the Policy at any time by calling Us. We will explain the cancellation process to You.

We can cancel Your insurance to the extent permitted by law, for example if You do not comply with the Policy terms and conditions, fail to pay Your Premium, make a fraudulent claim or if You did not comply with Your duty of disclosure or misrepresented information when You entered into the Policy. If We cancel the Policy We will send you a cancellation letter in accordance with the Insurance Contracts Act 1984 (Cth).

We will refund any Premium You have paid, less an amount that covers the Period of Insurance, and any government or statutory government fees, taxes or duties We are unable to recover, unless We have paid a claim in which case there is no Premium refund.

### Definitions

The following list explains the meaning of terms used in this PDS. When any of the following terms appear in this PDS, regardless of whether their first letter is a capital or in lower case, their meaning is shown on the following pages.

"Accessories" mean those accessories and optional extras items added to the Motorhome before it was delivered new to its first owner, as well as items added to the Motorhome by anyone at any time after it was delivered new to its first owner. You must tell Us about any of these items and We must agree to insure them as Accessories under this Policy.

"Act of Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**"Agreed Value"** means the amount(s) We agree to insure Your Motorhome as shown on Your Schedule. If We have issued an Agreed Value Policy Your Schedule will show Agreed Value.

**"Annexe"** means an enclosed structure that can be attached to Your Motorhome to provide an additional recreation, sleeping, storage or living area. An Annexe is only insured if specified in Your Schedule.

**"Awning"** means the automated structure located on the outside of your Motorhome that provides shade. An Annexe can be attached to the Awning to provide an additional recreation, sleeping, storage or living area. An Awning is only insured if specified in Your Schedule.

"Contents" mean Your household goods and personal effects provided:

- they are in Your Motorhome or Annexe when the relevant Loss occurs; and
- they do not fall within any of the following categories of excluded Contents:
  - aircraft, aircraft equipment or drones;
  - animals of any kind;
  - antiques, curios, furs, collections of coins, medals, stamps, or other collectables;
  - Awning(s) and Annexes;
  - bullion, money or negotiable instruments;
  - data or custom written software of any kind;
  - diving equipment or accessories;
  - Fixtures and Fittings;
  - lawns, hedges, trees, shrubs, plants;
  - motor vehicles, motorcycles, trail bikes, mini bikes, Trailers, or any of their equipment;
  - musical instruments;
  - pictures or works of art;
  - precious metals and any items made of precious metals;
  - surfboards, skis, surf-skis, wind-surfers, surf-mats, other surfing equipment or accessories;
  - tents;
  - uncut gems and stones;
  - unlicensed or unregistered firearms; or
  - watercraft and watercraft equipment.

**"Cyclone"** means cyclonic conditions for which the Bureau of Meteorology has issued a cyclone warning and given a name.

**"Depreciated Value"** means the amount it would cost Us to replace the relevant item less an amount for depreciation. We use an accounting process to work out how much to deduct for depreciation based on the age and condition of the item at the time of Loss.

"Economically Repaired" means that it costs less to repair than to replace.

"Emergency Repairs" mean repairs that are essential for You to be able to drive or tow Your Motorhome safely from the accident or insured event causing the Loss to Your Motorhome, provided they are minor in nature.

**"Excess(es)"** means the amount You need to pay or bear towards a claim under the Policy. You may need to pay more than one. We list any excess(es) in Your Schedule (see pages 10 and 34 for more details).

"Fixtures and Fittings" mean any of the following that are built in to Your Motorhome:

- refrigerators;
- floor coverings;
- furniture;
- stoves;
- air conditioning units; and
- solar panels.

Fixtures and Fittings do not include Awnings or Annexes.

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

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

**"Forcible and Violent Entry"** means when there is physical evidence that a person has used something other than a key or remote control device to get into Your Motorhome or Trailer.

"GST" has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**"Illness"** means an illness or disease that manifests during a journey covered by Section 3 and which was not an illness that was related to a condition for which an insured person or (if applicable) domestic pet had received medical treatment or advice or taken any prescribed medication within 30 days of the departure date of that journey. An illness includes food poisoning.

"Injury" means bodily injury which is accidentally caused by visible, violent and external means.

"Input Tax Credit" has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Insured Event" means an Event listed in Section 1.

**"Loss"** means the item/property is stolen or destroyed or physical damage, excluding any normal wear and tear or any damage evident prior to the Period of Insurance. Loss does not mean the item/property is misplaced or lost.

**"Market Value"** means the amount You would have to pay to buy a Motorhome or Trailer similar to yours immediately before the Loss or damage, taking into account its make, model and age. To determine the market value, We may refer to an accepted valuation guide used by retailers of Motorhomes and Trailers.

**"Mechanical Breakdown"** means failure of any mechanical component of Your Motorhome due to sudden and unforeseen circumstances resulting in total disablement of Your Motorhome.

"Motorhome" means the Motorhome specified in Your Schedule, including:

- any of its Fixtures and Fittings;
- standard equipment fitted by the original manufacturer for the particular make and model of Motorhome;
- any Accessories or optional extras included in the Sum Insured;
- gas cylinder(s);
- an Annexe or Awning, if specified in Your Schedule,

provided that the each of the following do not fall within the definition of Motorhome:

- any Contents;
- a converted bus;
- a caravan;
- a motorised caravan;
- a horsefloat;
- a Trailer; or
- a semitrailer.

"Negotiable Instruments" means legal documents that represent money and that can be legally transferred in title from one person to another.

"Partial Loss" means any Loss which is not a Total Loss.

"Period of Insurance" means the period that we insure you for under your Policy. You will find this period of insurance as the start date and the end date in the schedule.

"Premium" means the amount You must pay Us for the insurance You select.

**"Policy"** means Our contract with You, including the Product Disclosure Statement (PDS), Schedule and any endorsement or other document that We agree with You forms part of the Policy.

"Private Use" means use for social, domestic or leisure purposes, but does not mean use for hire, or use in connection with a Motorhome hire business, the Motorhome trade or motor trade, or an occupation or business.

**"Relative"** means Your parents, grandparents, spouse, de-facto spouse, children, grandchildren, brothers and sisters if they normally live with You.

**"Schedule"** means the relevant Schedule issued by Us for the Policy setting out details specific to You and other important information.

**"Sum Insured"** means for an Agreed Value Policy the Agreed Value sum insured for Your Motorhome and other sums insured specified in Your Schedule. For a Market Value Policy it means the Market Value of Your Motorhome and other sums insured specified in Your Schedule. In certain cases it is a sublimit that is stated to apply. This is the maximum amount We will pay for the relevant item(s).

**"Temporary Accommodation"** means accommodation You pay for a limited period of time with a professional accommodation provider or establishment, for example, a hotel, motel or holiday park.

**"Total Loss"** means Your Motorhome and/or Awning (as relevant) is stolen and not recovered, or is damaged or destroyed so badly that the amount it would cost to repair it exceeds the Sum Insured of Your Motorhome and/ or Awning (as applicable) less the salvage value of the Motorhome or Awning or its wreck. This will also result in the cancellation of Your Policy (for more information, see 'After a Total Loss' on page 20).

"Trailer" means a vehicle designed to be towed by a Motorhome and used for transporting goods and does not mean:

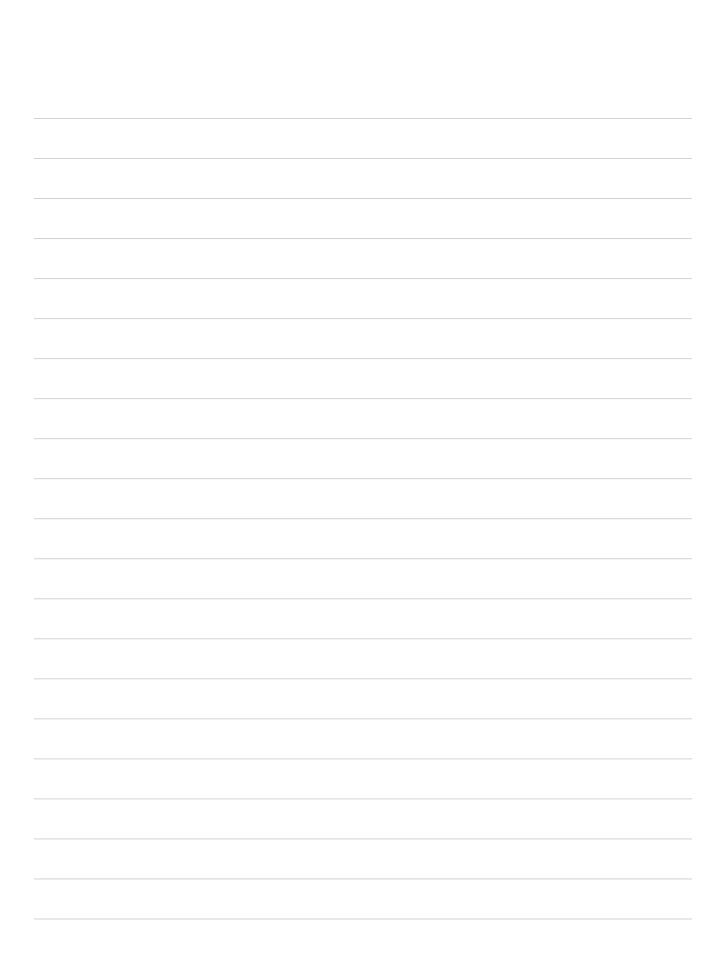
- a caravan;
- a horse float; or
- a semitrailer.

**"We/Our/Us"** means NM Insurance Pty Ltd ABN 34 100 633 038, AFS Licence Number 227186 acting as an agent of the insurer under a binder agreement.

"You" or "Your" means the person, people or company named as the insured in your Schedule.

**"Your Home"** is the address shown in Your Schedule that has been issued to You. If You permanently reside overseas, Your residence will be declared as the nearest major city to Your point of arrival in Australia.

### **NOTES**





Platinum Motorhome Insurance



one company many opportunities

#### NM Insurance Pty Ltd

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