

# COOPER GRACE WARD

LAWYERS

Our ref: KAC2:DJG 10059768

4 August 2008

Australian Competition and Consumer Commission  
PO Box 10048  
Adelaide Street Post Office  
BRISBANE QLD 4000

FILE No:	
DOC:	
MARS/PRISM:	

Your business partner

Cooper Grace Ward  
Level 10, 100 Queen Street  
Brisbane QLD 4000  
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www.cgw.com.au

cgw.com.au

Dear Sir/Madam

**Exclusive dealing notification  
Ken Tame & Associates Pty Ltd ACN 057 816 172**

We are the lawyers for Ken Tame & Associates Pty Ltd (**Tame**).

Tame has instructed us to prepare an exclusive dealing notification for potential third line forcing conduct under section 93(1) of the *Trade Practices Act 1974* (Cth).

**We enclose:**

1. Form G - notification of exclusive dealing; and
2. cheque for \$100 in payment of your application fee.

**Background to application**

Tame is a broking organisation which specialises in arranging insurance for campervans and motorhomes. Tame has set up an insurance scheme (**CMCA Insurance Scheme**) in conjunction with the Campervan and Motorhome Club of Australia Limited (**CMCA**) which is administered by Tame under an Insurance Services Agreement.

Prior to the inception of this scheme, there was no adequate insurance available that covered the special risks faced by the campervan and motorhome market in Australia. As far back as 1986 attempts were made to secure from major Australian underwriters, a standard of insurance that is generally acceptable to campervan and motorhome owners. It was unsuccessful and so Ken Tame was asked to assist

Ken Tame was successful in securing Lumley General Insurance Ltd to provide the insurance on certain conditions. One of these conditions was to monitor the ongoing viability and eventual profitability of the product it was to be sold only to the members of CMCA. This allowed Lumley's to easily amend the product or the premium terms by reaching all the members through CMCA. The sustainability of the product remains dependent on bulk sales for pricing and that is the reason why this product with those unique features is only available to CMCA members.

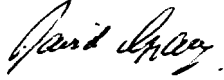
It is Tame's contention that the purpose and effect of the conduct is to create competition in the market. It was through Tame's efforts that the market was created in Australia and through his continuing efforts the market continues. The conduct has resulted and will continue to result in benefits to the public. If this insurance product were not available, motorhome and campervan owners would suffer significant risk of personal losses and financial hardship which would be a significant disincentive to the growth of the industry and to the manufacture, maintenance and hiring industries for motorhomes in Australia which would lessen employment in that industry sector.

Competitors have now entered the market and sell the product but Tame claims that the products are inferior to the product developed and sold to CMCA members. The establishment of competition that now exists is a benefit to the market that, in our opinion, clearly outweighs any detriment that flows from the requirement that, to buy the product Tame sells, one must join the CMCA.

Please contact David Grace if you have any queries about this application.

Yours faithfully

**COOPER GRACE WARD**



**David Grace**  
Partner

**Author: Krystil Carter**

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Email [krystil.carter@cgw.com.au](mailto:krystil.carter@cgw.com.au)

KAC210059768 2073358v1

cc: Ken Tame  
Director  
Ken Tame & Associates Pty Ltd  
[kent@kentame.com.au](mailto:kent@kentame.com.au)

cc: John Osborne  
General Manager  
Campervan and Motorhome Club of Australia Limited  
[johnosborne@cmca.net.au](mailto:johnosborne@cmca.net.au)

AUST COMPETITION &  
CONSUMER COMMISSION  
BRISBANE

- 4 AUG 2008

# Form G

Commonwealth of Australia  
*Trade Practices Act 1974 - subsection 93 (1)*  
**NOTIFICATION OF EXCLUSIVE DEALING**

To the Australian Competition and Consumer Commission:

Notice is hereby given, in accordance with subsection 93 (1) of the *Trade Practices Act 1974*, of particulars of conduct or of proposed conduct of a kind referred to subsections 47 (2), (3), (4), (5), (6), (7), (8) or (9) of that Act in which the person giving notice engages or proposes to engage.

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

## 1. Applicant

- (a) Name of person giving notice:  
(Refer to direction 2)

N93530

Ken Tame & Associates Pty Ltd ACN 057 816 172 (**Tame**).

- (b) Short description of business carried on by that person:  
(Refer to direction 3)

Tame are general insurance brokers specialising in the provision of campervan and motorhome insurance policies, products and services in Australia.

- (c) Address in Australia for service of documents on that person:

Suite 15  
79-83 High Street  
KEW VIC 3101

## 2. Notified arrangement

- (a) Description of the goods or services in relation to the supply or acquisition of which this notice relates:

The proposed arrangement relates to the insurance scheme (**CMCA Insurance Scheme**) administered by Tame under the Insurance Services Agreement for the provision of campervan and motorhome insurance policies, products and services, including the handling of claims to Campervan and Motorhome Club Australia Limited (**CMCA**) members.

- (b) Description of the conduct or proposed conduct:  
(Refer to direction 4)

Tame will supply insurance under the CMCA Insurance Scheme to CMCA members on the condition that such persons are current financial members of CMCA.

**3. Persons, or classes of persons, affected or likely to be affected by the notified conduct**

- (a) Class or classes of persons to which the conduct relates:  
(Refer to direction 5)

Consumers who purchase, own or rent and insure motorised campervans and motorhomes.

- (b) Number of those persons:

- (i) At present time:

Approximately 52,500 who are current financial CMCA members. Additionally, other consumers who buy or hire motorised campervans and motorhomes.

- (ii) Estimated within the next year:  
(Refer to direction 6)

Approximately 5% growth per annum depending on market conditions.

- (c) Where number of persons stated in item 3 (b) (i) is less than 50, their names and addresses:

Not applicable.

**4. Public benefit claims**

- (a) Arguments in support of notification:  
(Refer to direction 7)

**History of market:**

In 1989 there was no insurance policy, product or service available which covered the special risks faced by the campervan and motorhome market in Australia. Attempts were made of and refused by every major underwriter in Australia to provide a standard of insurance that is generally acceptable to motorhome and campervan owners (see **attached** background comments in Letter to Regional Commissioner, Australian Competition and Consumer Commission from Ken Tame dated 22 July 2008).

Tame sells insurance policies to CMCA members and non-CMCA members. Consumers will pay the same premium to Tame regardless of whether they are a member of CMCA or not. However, the benefits offered to CMCA members under the insurance policy in the CMCA Insurance Scheme are much greater.

In practice, because the benefits are much greater under the insurance policy in the CMCA Insurance Scheme most people become a member of CMCA to get the greater benefits.

The benefits under the CMCA Insurance Scheme policy include:

- Mechanical breakdown, tow, limiting costs of \$600 for one tow or \$1,000 for two tows in an insured period. There is no weight limit on the tow (contrast NRMA policy where there is a limit of 2.5 tonnes).
- Contents covered.
- Jewellery, cameras etc. covered.
- Personal liability covered.

- Fusion of electric motors covered.
- Loss of frozen goods.
- A CMCA assist which brings people home from an event giving rise to a claim and anybody with them.
- \$3,000 living away allowance where people need costs to stay whilst repairs are being carried out to the vehicle.

These benefits are not available under the insurance policy that Tame offers to non-CMCA members.

The current annual base premium payable by CMCA members for the campervan and motorhome insurance policy available under the CMCA Insurance Scheme is \$390.50 per annum.

The current membership fee for CMCA members is \$44.00 per annum (GST inclusive) plus a one-off joining fee of \$16.50. The total membership fee for CMCA members is \$60.50 for the first year and \$44.00 (GST inclusive) for each subsequent year of membership.

The suppliers in this market include:

- Tame (approximately 35% to 40%);
- OAMPS (approximately 9% to 13%);
- Rentsure (approximately 18% to 20%); and
- a handful of other brokers (fewer than five) have the balance.

The underwriters in this market include:

- Lumleys (approximately 46.25%);
- Vero (approximately 28.83%);
- Caravan Insurance Limited (approximately 11.66%);
- Australian Pensioners (approximately 10%); and
- NRMA (approximately 2.35%).

**Public benefit:**

Tame considers there are significant public benefits resulting from the proposed arrangement.

There are a number of suppliers in the motorhome and campervan owners market (as noted in section 4(a)). Tame considers that the market for motorised campervan and motorhome insurance is competitive. As a result, competitors in the market have begun offering similar products but with fewer benefits than the CMCA Insurance Scheme in order to attract consumers to take out an insurance policy with them. Therefore, the proposed arrangement has facilitated and will continue to facilitate competition in the market for motorised campervan and motorhome insurance, as it will encourage other competitors in the market to offer similar benefits and services to consumers. This constitutes a benefit to the public.

Consumers will also benefit from the proposed arrangement as they will obtain greater benefits under the insurance policy offered under the CMCA Insurance Scheme if they become members of CMCA (benefits detailed in section 4(a)). Tame considers that there is an improved product quality as the benefits available under the CMCA Insurance Scheme are far greater than the benefits offered by competitor's insurance policies. Without the CMCA Insurance Scheme there would not have been a market developed in Australia for motorised campervans and motorhomes and the public would suffer the consequences of uninsured campervans and motorhomes being involved in accidents or breakdowns. This is a public benefit.

Additionally, it would not have been possible for the provision of this insurance cover provided under the CMCA Insurance Scheme without an arrangement by which significant numbers of motorhome and campervan owners would buy the insurance product as small numbers are inadequate to meet underwriter requirements (see **attached** background comments in Letter to Regional Commissioner, Australian Competition and Consumer Commission from Ken Tame dated 22 July 2008).

When the arrangement outlined in the Insurance Services Agreement between Tame and CMCA was entered into in approximately 1989/1990 CMCA, then an incorporated association in New

South Wales, had approximately 3,500 to 4,000 members. Maintenance and growth of the product market has been enabled by reason of the growth in size of CMCA which, in 2008 has a membership exceeding 52,500 and continues to grow. This growth in size of CMCA has provided a bulk of insureds which financially underpins the viability of the insurance product.

If this insurance product were not available motorhome and campervan owners would suffer significant risk of personal losses and financial hardship which would be a significant disincentive to the growth of the industry and to the manufacture, maintenance and hiring industries for motorhomes in Australia which would lessen employment in that industry sector.

(b) Facts and evidence relied upon in support of these claims:

Please see **attached**:

- Campervan and Motohome Insurance Product Disclosure Statement and Policy Wording;
- Corporate Travel & Personal Accident Insurance Policy 93100304; and
- Letter to Regional Commissioner, Australian Competition and Consumer Commission from Ken Tame dated 22 July 2008.

## 5. Market definition

Provide a description of the market(s) in which the goods or services described at 2 (a) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

*(Refer to direction 8)*

The relevant market likely to be affected by the proposed conduct is the market for the provision of motorised campervan and motorhome insurance in Australia.

## 6. Public detriments

(a) Detriments to the public resulting or likely to result from the notification, in particular the likely effect of the notified conduct on the prices of the goods or services described at 2 (a) above and the prices of goods or services in other affected markets:

*(Refer to direction 9)*

Tame considers that limited public detriment results from the proposed conduct as:

- Consumers are not forced to obtain campervan and motorhome insurance from Tame in order to insure their campervan or motorhome. However, if the consumer chooses to join CMCA the consumer will enjoy greater benefits under that insurance policy (benefits detailed in section 4(a)).
- Consumers will pay the same premium to Tame regardless of whether they are a member of CMCA or not. However, the policy offered to non CMCA financial members is not as comprehensive in its cover as the policy offered to CMCA members in that the benefits set out in history above are not available to persons who are not CMCA members
- There are other suppliers in the market from which consumers can choose to purchase other insurance products (other suppliers listed in section 4(a)).

(b) Facts and evidence relevant to these detriments:

Please see **attached** copy of the Insurance Services Agreement between CMCA and Tame which shows that consumers will not be forced to obtain insurance from Tame.

## 7. Further information

- (a) Name, postal address and contact telephone details of the person authorised to provide additional information in relation to this notification:

Mr David Grace  
Partner  
Cooper Grace Ward Lawyers  
Level 23, 66 Eagle Street  
BRISBANE QLD 4000

Phone: 07 3231 2421

Dated 22<sup>nd</sup> July 2008

.....  
(Signature)

Kenneth Tame  
.....

(Full Name)

Ken Tame & Associates Pty Ltd ACN 057 816 172  
.....

(Organisation)

Director and Secretary  
.....

(Position in Organisation)

KAC210059768 2084187v1

## DIRECTIONS

1. In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission to take into account in assessing their notification.
2. Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.
3. If the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1(a), not the name of the person signing the notice, and the notice is to be signed by a person authorised by the corporation to do so.
4. Describe that part of the business of the person giving the notice in the course of the which the conduct is engaged in.
5. If particulars of a condition or of a reason of the type referred to in section 47 of the *Trade Practices Act 1974* have been reduced in whole or in part to writing, a copy of the writing is to be provided with the notice.
6. Describe the business or consumers likely to be affected by the conduct.
7. State an estimate of the highest number of persons with whom the entity giving the notice is likely to deal in the course of engaging in the conduct at any time during the next year.
8. Provide details of those public benefits claimed to result or to be likely to result from the proposed conduct including quantification of those benefits where possible.
9. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
10. Provide details of the detriments to the public which may result from the proposed conduct including quantification of those detriments where possible.





P.O. BOX 2390  
KEW VIC 3101

**KEN TAME & ASSOC. Pty. Ltd.**

**GENERAL INSURANCE  
BROKERS**

A.C.N. 057 816 172  
A.B.N. 48 057 816 172  
AFS LICENCE NO: 246937

Telephone: (03) 9853 5555  
Facsimile: (03) 9853 5554  
Email: info@kentame.com.au

Regional Commissioner  
The Australian Competition and Consumer Commission  
500 Queen Street  
Brisbane QLD 4000

22 July 2008

Dear Sir/Madam

In 1989 the then Members of the Campervan & Motorhome Club of Australia Inc. decided that, due to their inability to obtain an appropriate insurance coverage for their unique types of vehicles from any Insurer in Australia, they would approach every registered General Insurer to see if they were willing to consider providing a product suitable for their needs. This task was given to John Sloss, the then Secretary of CMCA Inc. However, after submitting proposals to all of the Insurers and in some cases securing a first and second meeting with some of them, he was unsuccessful in getting any Insurer to even consider designing an appropriate product.

In late 1989 my role as the Marketing Director of an International Insurance Broking Company was to design and place in the insurance market specific products for national and international companies based in Australia. Someone suggested to John Sloss that he make contact with me to see if I could assist him in his endeavours. After several meetings with John I designed a unique insurance product that we both felt would satisfy the needs of the members of CMCA Inc.

The product, although originally based on a standard motor comprehensive policy that was readily available in the market, encompassed many other unique features found in policies such as Householders Contents, Assist section of a Travel cover and it even included a mechanical breakdown towing cover due to the various States Motoring Bodies refusal to provide this service to the Members vehicles.

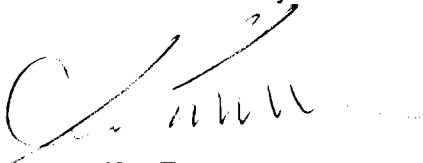
I then undertook an extensive marketing exercise resulting in securing only one Insurance Company (Lumley General Insurance Ltd.) who had twice previously turned down John Sloss. In agreeing to take on the product Lumley's required certain conditions. One of these conditions being that to monitor the ongoing viability and eventual profitability of the product it was to be sold only to the members of CMCA Inc. This would allow Lumley's to easily amend the product or the premium terms by reaching all the members through one source – CMCA Inc. The sustainability of the product with these unique features remains dependent on bulk sales for pricing and that is the reason why this product with those unique features is only available to CMCA members.

The product was launched at the beginning of 1990 and for a number of years it proved to be an unrewarding exercise financially for Lumley's. In 1994 after an extensive review of the whole exercise thus far and to secure the ongoing involvement of Lumley's, a number of additional unique features were added to the product.

Over the years this business has developed and become a reasonably profitable line of business which in turn has enticed other Insurers, many of whom had refused many years earlier to be involved, to now provide similar products to consumers across Australia.

If it was not for the initial input of CMCA Inc. (now CMCA Ltd) this type of insurance product, with its unique features, would not be as widely available to consumers across Australia as it is today.

Yours Faithfully



Ken Tame

## Campervan and Motorhome Insurance



### KEN TAME & ASSOCIATES PTY LTD

PO Box 2390  
Kew VIC 3101

Suite 15,  
79-83 High Street South  
Kew VIC 3101

Phone: 03 9853 5555  
Fax: 03 9853 5554

### Product Disclosure Statement and Policy Wording

The insurer of this product is:

Lumley General Insurance Limited ABN 24 000 036 279  
AFS Licence No. 241 461

Preparation Date: 25th February 2004

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### LUMLEY GENERAL INSURANCE LIMITED

#### VICTORIA

99 King Street  
Melbourne VIC 3000

Phone: 03 8627 4333  
Fax: 03 8627 4312

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**WELCOME TO THE CAMPERVAN AND MOTORHOME INSURANCE  
FOR MEMBERS OF THE CAMPERVAN & MOTORHOME CLUB OF  
AUSTRALIA LIMITED**

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## IMPORTANT CUSTOMER INFORMATION

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### About our Product Disclosure Statement and Policy Wording

This document (which is your Product Disclosure Statement and policy wording) contains important information to help you understand this Campervan and Motorhome Insurance. Before you decide whether to purchase it, you need to read this document carefully to understand its features, benefits and risks.

Other documents may form part of our PDS. If they do, we will tell you in the relevant document.

### The Insurer

The insurer is Lumley General Insurance Limited (ABN 24 000 036 279 AFSL No. 241461). Their contact details are on the front page of this PDS.

### Ken Tame & Associates Pty Ltd

Ken Tame & Associates Pty Ltd (ABN 41 945 943 271 AFSL No. 246937) are a broking organisation which specialises in arranging insurance for campervans and motorhomes. Ken Tame & Associates acts as the agent of the insurer to market, solicit, offer, arrange and administer the insurance. Ken Tame & Associates Pty Ltd has binding authority to issue, vary and dispose of and to deal with or settle claims on behalf of the insurer in relation to, the insurance as if it were the insurer. If you need information about this insurance in the first instance, contact Ken Tame & Associates. Their details are on the front page of this PDS.

### What you need to read

To determine if this insurance is appropriate for you, it is important that you read:

- this Important Customer Information Section - it contains information on important matters you need to be aware of before applying for this insurance;
- the Definitions Section - it sets out what we mean by certain defined terms in this insurance;  
the Agreement Section and Cover Sections One, Two, Three, Four, Five, Six and Seven – these set out the cover we can provide under this insurance; Section Eight- the Policy Exclusions Section – it sets out what we do not cover;
- Section Nine - the General Conditions Section and Section Ten – the Claims Section - these contain details of your and our rights and obligations under this insurance, including if you need to claim and what Excesses may be payable. If you do not meet your obligations, we may be able to cancel this insurance or reduce our liability in respect of a claim to the extent permitted by law; and
- any other documents we provide to you about the insurance which may change the standard cover.

### Applying for cover

When applying for this insurance, you will need to complete a proposal form. We will use the information supplied on the form to decide the terms of cover we will provide. We provide cover to you on the terms contained in this document, the proposal and any other document, including the most recent Schedule that we issue to you.

The Schedule will contain important information relevant to your insurance including the Period of Insurance, your premium, details of your Vehicle and your insured property, the Excess(es) that will apply to you and others and whether any standard terms have been varied by way of endorsement.

All of these make up your "Policy" with us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items you insure.

Before expiry, we will send you a renewal notice which tells you whether we will renew and on what terms. The renewal notice will tell you what is required.

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## IMPORTANT CUSTOMER INFORMATION (continued)

### Summary of cover

By way of summary the minimum cover provided by this insurance is under the following Sections:

- Section One Own Loss or Damage Cover - provides cover for theft of or accidental destruction of or damage to your insured Vehicle occurring during the Period of Insurance up to the amount we have agreed upon. This is an agreed value cover which means we cover your Vehicle up to the amount we agree with you if you suffer a covered loss.

Section One Own loss or Damage Cover – also provides the following additional cover during the Period of Insurance. In summary, these are for:

- Reasonable towing and storage costs in the event of covered theft of or accidental destruction or damage to your insured Vehicle
- towing costs up to the specified limits in the event of a mechanical breakdown to your insured Vehicle
- hiring costs of a replacement vehicle up to the specified limit in the event that your insured Vehicle is stolen
- hiring costs of a replacement vehicle up to the specified limit in the event your insured Vehicle suffers accidental damage resulting in a repair time exceeding 3 working days
- theft of or accidental destruction of or damage to your trailer up to the specified limits
- theft of or accidental destruction of or damage to specified basic contents/personal belongings up to the specified limits
- compensation payment for fatal injuries to you or your spouse as a result of a covered theft or fire to your insured Vehicle, up to the specified limits
- protection and replenishment costs up to the specified limit incurred whilst protecting your insured Vehicle from a covered loss
- salvage costs to the specified limit following a Total Loss of your insured Vehicle
- emergency repair costs up to the specified limit following a covered theft of or accidental damage to your insured Vehicle
- costs to travel to collect your insured Vehicle from the repairer or delivering it to your place of work or residence after repair of covered damage up to the specified limit
- certain general average or salvage charges during sea transportation
- accommodation costs up to the specified limits following a covered theft of or whilst repairs are being carried out to, your insured Vehicle
- reasonable transportation costs to return to your normal place of residence following a covered total loss of or theft of your insured Vehicle
- loss of frozen food up to the specified limit following failure of the unit or power supply in your insured Vehicle
- financial loss up to the specified limit from fraudulent use of a credit card by certain persons
- repair costs up to the specified limit from burning out of household electrical motors in your insured Vehicle
- replacement of windscreen or window glass up to the specified limit as a result of accidental breakage
- cover of a replacement vehicle on our standard terms up to the specified limit if you replace your insured vehicle and notify us within 14 days of purchase

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## IMPORTANT CUSTOMER INFORMATION (continued)

- Section Six Vehicle Liability Cover - provides cover for your and certain other person's legal liability for loss or damage to someone else's property as a result of an accident caused by or arising out of the use of your Vehicle or a trailer or a Substitute Vehicle during the Period of Insurance up to the limit of liability.
- Section Seven Personal Liability cover - provides your and certain other person's legal liability for bodily injury (including death and illness) or damage to property caused to certain other persons or persons property by an accident occurring during the Period of Insurance.

In addition, you can also choose the following optional covers which provide additional cover during the Period of Insurance:

- Section Two Additional Contents/Personal Belongings Cover - provides cover for loss of or damage to additional contents to those covered under the standard policy up to the specified limit whilst contained in your Vehicle or lockable trailers.
- Section Three Valuables Cover - provides cover for loss of or damage to valuables you specify anywhere in Australia up to the relevant limits we agree with you.
- Section Four Watercraft Cover - provides cover for loss of or damage to watercraft you specify you want cover for up to the relevant limits we agree with you.
- Section Five No Claim Bonus ("NCB") Rating One Protection - provides protection to your maximum no claim bonus rating in the event that a claim is submitted in which you are deemed to be at fault

Any loss, damage or liability covered under this insurance must occur within Australia.

You need to make sure that you are happy with the extent of cover provided by this insurance. If not, you may not get the cover you require.

We only provide cover up to the amount(s) and limits specified in your Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST.

Refer to each cover Section for details on the basis on which we settle any valid claim.

An Excess may apply when you make a claim. An Excess is the part of a claim you must bear and is payable for each occurrence covered by the insurance. An occurrence is one or a series of events arising out of one cause. When an Excess applies we will reduce the amount we pay by the amount of the Excess or we will ask you to pay it.

The type and amount of Excess is shown in your Policy (usually in this document and the Schedule).

In some cases, we will waive the requirement for you to pay an Excess. This applies if you have an accident which damages or destroys the Vehicle and we agree that the accident was the fault of another party. To qualify for this, you will need to give us the name, address and the vehicle details of the owner and driver or party responsible.

If you do not adequately insure yourself for your potential loss, you may have to bear the uninsured proportion of any loss yourself. For example, if the insurance does not cover the full replacement cost of an insured item, in the event of a Total Loss, you would have to bear any shortfall.

We only cover your interest in the insured property unless we specifically include cover for the interest of a third party.

We will only provide a restricted cover if you allow/lend your vehicle to be used by a non financial member of the Campervan & Motorhome Club of Australia Ltd.

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**IMPORTANT CUSTOMER INFORMATION (continued)**

We may also refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular:

- where an exclusion applies;
- if you do not comply with the terms and conditions of this insurance;
- if you do not comply with your duty of disclosure or make a misrepresentation; or
- if you make a fraudulent claim.

We also may cancel your Policy in certain circumstances permitted by law e.g. if you fail to comply with a condition or breach your duty of disclosure.

**Cost of the insurance**

The insurance provided is subject to your payment or agreement to pay the premium we require by the agreed time. In order to calculate your premium, we take various factors into consideration, including:

- the type of your insured property;
- the value of your insured property,
- the optional covers requested, your age;
- the Sum(s) Insured; and
- your previous insurance and claims history.

Your premium also includes amounts payable in respect of compulsory government charges (including Stamp Duty, GST and any Fire Services Levy (where applicable)).

In calculating your premium, we may also consider any 'No Claim Bonus' (NCB) Rating you have had with a previous insurer (provided you can supply proof of the NCB Rating that was held).

<b>Your No Claim Bonus ('NCB') Rating</b>	If you haven't held an NCB Rating before, we will not supply a rating in the first year you hold insurance with us. However if in each year thereafter you have no claims, we may apply an NCB Rating to your Premium (up to a maximum 60%).
	If in any policy year, you experience a claim we will reduce your NCB Rating by 20% per claim unless: <ul style="list-style-type: none"><li>• You have a maximum NCB Rating protection (see <i>optional cover Section 5.– No Claim Bonus (NCB) Rating Protection, for details</i>); or</li><li>• If the driver of your Vehicle at the time of the accident did not, in our opinion, contribute to the cause of the accident. However, you must give us the name and address and vehicle details of the owner and driver or party responsible.</li></ul>

When you apply for this insurance, you will be advised of the total amount payable. If you choose to effect cover, the amounts due will be clearly set out in your Schedule.

**Duty of Disclosure**

Before you enter into a contract of general insurance with us, you have a duty under the *Insurance Contracts Act 1984* (Cth) to disclose to us anything that you could reasonably be expected to know is relevant to our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate your Policy.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

Your duty however does not require disclosure of a matter:

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

If you fail to comply with the duty of disclosure, we may reduce our liability under your Policy in respect of a claim or may cancel your Policy.

If the non-disclosure is fraudulent, we may treat your Policy as if it never existed and pay nothing.

### **Cooling off rights**

Even after you make a decision to purchase this insurance, you still have cooling off rights. You can return your insurance by notifying us in writing within 21 days of cover commencing and we will refund the premium paid unless something has occurred for which a claim may be payable under this insurance. Even after this cooling off period ends, you still have cancellation rights (See General Conditions).

### **Confirming Transactions**

You may contact us in writing or by phone to confirm any transaction under your insurance if you or your adviser do not already have the required policy confirmation details.

### **Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

We have adopted and endorse the Code. If you want details please contact us.

### **How to Make a Claim**

Section Ten tells you what you need to do. Before we pay any claim, we require evidence as to the extent of loss or damage and ownership. Please ensure that where possible, you keep any photographs or other documentation in respect of the loss or damage to make the process as easy as possible.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of your claim and the amount of input tax credit you are entitled to, we will pay this shortfall in addition to the claim settlement.

### **Complaints - Internal and External Complaints Procedure**

If you have a complaint, please write to us and explain what your complaint is and the reasons behind it.

We will then either resolve or attempt to resolve your complaint immediately and refer the matter to our Internal Dispute Resolution Committee (IDRC) if it is unresolved.

If you are not satisfied with the decision of the IDRC, you may be able to access the services of an independent external dispute resolution body called Insurance Ombudsman Services (IOS).

If you require further information about our dispute resolution process, please contact us.

### **Privacy**

We are bound by the General Insurance Information Privacy Code when we collect and handle your personal information.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. We also collect your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest you.



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**IMPORTANT CUSTOMER INFORMATION (continued)**

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, our and your advisers and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing your personal information to us or our agent, you consent to us making these disclosures.

Without this information, we may not be able to provide you with the services you require.

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

If you would like a copy of our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us.

**Updating our Product Disclosure Statement**

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

**Our contact details**

If you or your adviser need to contact us, have any questions or would like any further information regarding this insurance, contact us using the contact details provided in this document or where relevant, our agent or local office.

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## COVER

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### DEFINITIONS

In your Policy some words have a special meaning (whether expressed in the singular or plural) and we define them below:

"**you**" "**your**" means the insured named in the Schedule.

"**we**" "**us**" "**our**" means Lumley General Insurance Limited

To assist you, the following words have been printed in Titlecase wherever they appear in your Policy.

"**Act of Terrorism**" means an act including but not limited to the use or threat of force or violence by any person or groups(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 committed 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.

"**Excess**" means the amount specified in the Schedule and elsewhere in your Policy which you must contribute to towards each claim payment under your Policy.

"**GST**" means Goods and Services Tax.

"**Hire Car Costs**" means the amount paid by you in relation to hiring a vehicle, but does not include running costs, damage to the hire car, any insurance excess or other costs which you may be liable for under the hire car rental agreement.

"**Imported Vehicle**" means a Vehicle which was not sold in Australia by the manufacturer or licensed agent of the manufacturer.

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

"**Period of Insurance**" means the period of time shown in the Schedule.

"**Policy**" means this document, the Schedule and any other endorsement or notice we give you in writing. Together they form our agreement with you.

"**Schedule**" means the most current schedule we give to you which contains the specific insurance details for you.

"**Substitute Vehicle**" means a similar vehicle to your Vehicle, registered for use on public roads, not belonging to you but used by you whilst your Vehicle is not in use during the period of substitution.

"**Sum Insured**" means the agreed amount as shown in the Schedule for the vehicle, excluding Vehicle registration and compulsory third party insurance costs.

"**Total Loss**" means where we decide to pay you the Sum Insured for your Vehicle. This is usually when the cost of repairs to your Vehicle is more than the Sum Insured (less any amount we can obtain for the Vehicle's salvage).

"**Vehicle**", "**Vehicles**" means the motor vehicle(s) and/or trailer(s) described in the Schedule including all accessories, fittings or appliances **permanently** attached to your Vehicle. Accessories, fittings or appliances are subject to 5% depreciation value for every full year since the manufacture of such items.

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## THE AGREEMENT

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In return for your payment of the premium or your agreement to pay it to us within the time we require, we agree to indemnify you against loss, damage or liability caused by a covered event occurring within Australia, during the Period of Insurance subject to the terms, conditions and exclusions of your Policy.

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## SECTION ONE – OWN LOSS OR DAMAGE COVER

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We will cover you for the theft of, or accidental destruction of or damage to your Vehicle.

We will pay for loss or damage to your Vehicle, at our option, on the following basis:

- (a) repair, or replace your Vehicle or pay you the reasonable cost to repair or replace your Vehicle; or
- (b) pay you the Sum Insured of your Vehicle as shown in the Schedule.

If we elect to repair your Vehicle it will be our duty to ensure that the repairs are carried out in a satisfactory manner, and that your Vehicle is repaired with parts which are new or consistent with the age and condition of your Vehicle.

If your Vehicle is an Imported Vehicle and parts/accessories are not obtainable, we will only pay for the reasonable cost of repairing your Vehicle as if such parts/accessories had been available.

If your Vehicle is stolen, destroyed or damaged within 1 year of its original registration; and

- (a) you are the original registered owner; and
- (b) we decide not to repair it,

We will pay you the cost of its replacement with a new vehicle of the same make, model or series (subject to local availability).

Fixed Accessories fittings or appliances of the Vehicle are subject to 5% depreciation value for every full year since the manufacture of such items.

All amounts insured by your Policy and any claims settlements, exclude GST.

However, if there is a shortfall between the GST component of your claim and the amount of Input Tax Credit to which you are entitled, we will pay this shortfall in addition to the claim settlement.

### **Additional Covers and Limitations**

**Please note that payment will only be made under additional covers 1.1(a), 1.2, 1.5, 1.6, 1.7, 1.8, 1.9, 1.11 and 1.12 where the loss or damage is caused by an event that resulted in a valid claim for theft of, or accidental destruction of or damage to your Vehicle as specified above.**

#### **1.1. Towing and Storage**

- (a) We will pay for the reasonable cost of protection and removal of your damaged Vehicle following an accident, to the nearest repairer or place of safety and to any other place approved by us.
- (b) We will pay for the reasonable towing cost following Mechanical Breakdown which occurs during the Period of Insurance, up to a maximum of \$600, to deliver your Vehicle to the nearest suitable repairer.

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## SECTION 1 (continued)

We will not pay for:

- (i) towing costs incurred or arranged without our prior consent;
- (ii) more than 2 Mechanical Breakdown tows in any one Period of Insurance; or
- (iii) more than \$1,000 for towing costs in any one Period of Insurance.

### 1.2. Hire of Replacement Vehicle

Where your Vehicle is stolen and you need to hire a replacement then we will reimburse you for the reasonable Hire Car Costs for up to 14 days or less if your Vehicle is found before then. Where your vehicle has suffered accidental destruction or damage and the repair time will exceed three days then we will reimburse you for the reasonable Hire Car Costs up to a maximum of \$1000

### 1.3. Trailer(s)

Where a trailer owned by you is stolen or accidentally damaged during the Period of Insurance, we will pay the cost of repairs or amount of loss provided such payment does not exceed the market value of the trailer or \$1,000, whichever is the lesser.

### 1.4. Basic Contents / Personal Belongings

We will pay for accidental loss of or damage to the following personal belongings only, whilst contained within your Vehicle up to the relevant limits specified;

- (a) crockery, cutlery, utensils, personal clothing, furnishings, bedding, provisions, portable television or portable radio/sound system belonging to you or to persons travelling and residing in your Vehicle with you;
- (b) picture or work of art, fur, gold or silver article or piece of jewellery or document of any kind or collection of any kind up to a maximum amount of \$500 in respect of any one article, set or collection and \$1,000 in total for any one claim; or

If a valid claim can be or has been made for any item covered by this Section under another Section, we are only liable to pay up to the highest limit payable out of the relevant Sections.

- (c) money and negotiable instruments up to a maximum amount of \$100.

Where any item in (a), (b) or (c) above consists of articles in a pair or set, we will not pay more than the value of any particular part or parts which may be lost, damaged or destroyed, and without reference to any value which the article may have as part of such pair or set, nor more than a proportional part of the insured value of the pair or set.

Payment is limited to a maximum amount of \$2,000 for all of the above, for any one claim.

### 1.5. Compensation for Fatal Injury

We will pay \$2,000 to you or to your spouse if you or your spouse dies, where death is occasioned by outward and visible violence caused in connection with theft or fire of your Vehicle, providing you or your spouse dies within 90 days of such injury. The maximum we will pay during the Period of Insurance for any claim and all claims combined is \$4,000.

### 1.6. Protection and Replenishment Costs

We will pay the costs and charges reasonably incurred for the replenishment or replacement of fire fighting equipment which is used whilst protecting your Vehicle against loss or damage from any cause not excluded under the Policy, but only in so far as such costs or charges are not more specifically insured and not exceeding the amount of \$400 in any one Period of Insurance.

### 1.7. Salvage Costs

We will pay up to \$1,000 in addition to all other sums payable under the Policy, for reasonable salvage and disposal costs, consequent upon your Vehicle becoming a Total Loss, by reason of loss or damage covered by the Policy.

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## **SECTION 1 (continued)**

### **1.8. Emergency Repairs**

We will pay up to \$500 towards the cost of essential repairs to enable your Vehicle to be driven following loss or damage covered by the Policy.

### **1.9. Vehicle Recovery**

At our option, we will pay for:

- (a) the reasonable cost of travel to the repairer's premises to collect your Vehicle; or
- (b) the reasonable cost of delivery of your Vehicle to your residence or place of work;

after repair of damage covered under the Policy, provided the repairer's premises are over 100 kilometres away from your residence or place of work.

### **1.10. Transportation by sea**

We will pay your contribution for general average and salvage charges, where such maritime conditions apply whilst your Vehicle is being transported by sea between places within Australia even in the event of there being no loss or damage to your Vehicle.

### **1.11. Accommodation**

We will pay up to \$1,000 for accommodation following the theft of your Vehicle or whilst temporary repairs and/or repairs are being carried out to your Vehicle following loss or damage covered under the Policy.

Where your Vehicle is your principal place of residence and your Vehicle is subject to a Total Loss under the Policy then the limit for accommodation will be extended to \$3,000 or to a maximum period of 90 nights from the date of the loss, whichever is the lesser.

### **1.12. Transportation Costs**

We will pay for the reasonable transport cost of you and/or your family permanently residing with you, from the place at which the loss or damage covered under the Policy occurred, to your normal place of residence in Australia if, as a result of a total loss or theft of the vehicle, you and/or your family are prevented from returning in your Vehicle.

### **1.13. Frozen Foods**

We will pay for loss of frozen foods belonging to you caused by deterioration consequent upon accidental breakdown or failure of the freezing unit or failure of the power supply in your Vehicle during the Period of Insurance. The maximum we will pay during the Period of Insurance for any claim and all claims combined is up to \$300.

However, we will not be liable for loss caused by or arising out of flood, strikes, deliberate act of any public power authority, the accidental breakdown or failure of a freezing unit over 12 years of age.

### **1.14. Credit Card Liability**

We will pay for any financial loss suffered by you resulting from the fraudulent use of a credit card other than by a member of your family or any person ordinarily residing or travelling with you.

The cover includes any charges required by the issuing organisation to replace lost or stolen cards, provided that the loss of the card be reported to such organisation as soon as practicable and provided that you have complied with the conditions on which the credit card was issued. The maximum amount we will pay is up to \$500 in the aggregate in respect of any one loss or series of losses arising out of the one event.

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**SECTION 1 (continued)****1.15. Fusion**

We will pay for accidental loss of or damage to any part or parts of household electrical motors (other than video or sound recording or playing equipment, computers and ancillary equipment and microwave ovens) contained in your Vehicle caused by the actual burning out of such part or parts by the electrical current therein but excluding:

- (a) loss of use, depreciation, wear and tear; and
- (b) electrical contacts at which sparking or arcing occurs in ordinary working;

subject to each claim being reduced by 8% for each full year since the manufacture of the item for which a claim is admitted.

**1.16. Front Windscreen and Window Glass**

We will pay for the replacement of your Vehicle's front windscreen or any window glass provided such breakage is accidental and is the only damage sustained by your Vehicle.

However, if your Vehicle is an Imported Vehicle then the maximum payable will be \$1,000 any one claim.

**1.17. Replacement of Vehicle**

If you replace your Vehicle we will cover the replacement vehicle on our standard terms from the date of purchase, provided you notify us within 14 days of the date of purchase but only up to the Sum Insured of the replacement vehicle and pay any additional premium required by us. Cover on the replaced vehicle ceases from the date of purchase of the replacement vehicle unless otherwise agreed by us.

Other additional covers and limitations may apply to Section One Cover and we refer you to Section Two, Three Four and Five, which may apply or be available to you.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

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**SECTION TWO – OPTIONAL ADDITIONAL CONTENTS/PERSONAL BELONGINGS.**

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*(only applicable if specified as covered on your Schedule)*

We will pay for loss of or damage to additional personal belongings specified as covered in the Schedule which occurs during the Period of Insurance and whilst contained within your Vehicle or lockable trailer in Australia, up to the relevant limits specified in the Schedule.

The items you can cover include:

- (a) cameras, computers, portable generators, tools, fishing rods and the like;
- (b) push bikes but only whilst they are contained within your Vehicle or a lockable trailer or locked onto a bike carrier on the outside of your Vehicle or trailer; and
- (c) pictures or works of art, furs, gold or silver articles or pieces of jewellery, documents or collection of any kind (provided valuations are supplied for such items).

If a valid claim can be or has been made for any item covered by this Section under another Section, we are only liable to pay up to the highest limit payable out of the relevant Sections.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

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### **SECTION THREE – OPTIONAL VALUABLES COVER**

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*(only applicable if specified as covered on your Schedule)*

We will pay for the loss of or damage to valuables specified as covered on the Schedule within Australia, up to the relevant limits specified in the Schedule.

You will need to provide us with a valuation of all valuables you want insured under this Section Three.

Valuables include articles of jewellery, watches, furs and gold or silver articles and/or other specified items described and noted as covered in the Schedule.

We will at our option, repair, replace or pay the reasonable cost to repair or replace the lost or damaged property.

If you have loss or damage to a covered valuable, which is part of a pair, set, system, collection or larger unit, we will only pay the value the covered valuable itself has as a proportion of the combined pair, set, system, collection or larger unit. We will not pay any allowance for any special value that the covered valuable may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts.

If a valid claim can be or has been made for any item covered by this Section under another Section, we are only liable to pay up to the highest limit payable out of the relevant Sections.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

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### **SECTION FOUR – OPTIONAL WATERCRAFT COVER**

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*(only applicable if specified as covered on your Schedule)*

We will pay for accidental loss of or damage to watercraft specified as covered in the Schedule which occurs within Australia and during the Period of Insurance.

These watercraft must not exceed 5 metres in length and must not be powered by a motor exceeding 25hp.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

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### **SECTION FIVE – OPTIONAL NO CLAIM BONUS PROTECTION (NCB)**

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*(only applicable if specified as covered on your Schedule)*

We will not reduce your current no claim bonus rating that we agree with you applies when you enter into the Policy for a claim which is your fault (or deemed to be your fault).

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### **SECTION SIX – VEHICLE LIABILITY**

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We will pay, subject to the limit specified below:

- 6.1. the amount which you are legally liable to pay as compensation for loss or damage to someone else's property as a result of an accident occurring during the Period of Insurance caused by or arising out of the use of:

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**SECTION 6 (continued)**

- (a) your Vehicle;
- (b) a trailer or Substitute Vehicle; or
- (c) goods falling from your Vehicle including whilst being loaded or unloaded.

We also cover the following persons under 6.1. above in relation to the use of your Vehicle (but not arising out of the use of a Substitute Vehicle):

- (a) any person driving, using or in charge of your Vehicle with your consent;
  - (b) any passenger in, or getting in, or getting out of your Vehicle;
  - (c) your employer, principal or partner but only if their liability arises out of the use by you of your Vehicle; and
  - (d) the Commonwealth and State Governments but only if their liability arises out of the use by you of your Vehicle on government business.
- 6.2.** the amount which you, or any person driving or using or in charge of your Vehicle with your consent, may be held legally liable to pay as compensation in respect of death of or bodily injury to persons as a result of an accident occurring during the Period of Insurance caused by or arising out of the use of your Vehicle, provided that your Vehicle is registered for use on a public road when the accident occurs.
- 6.3.** the amount which you may be held legally liable to pay for costs and charges that are necessarily incurred to clean up and remove debris resulting from goods falling or leaking from your Vehicle. We will pay up to a maximum of \$5,000, any one accident.
- 6.4.** all legal costs and expenses incurred with our written agreement in defending any court proceedings arising from an event for which cover is provided by the covers under 6.1.- 6.3. above.

The maximum we will pay under Section Six – Vehicle Liability (including costs) for any one accident or series of accidents arising from the one event is \$20,000,000.

**6.5. What we do not cover**

We will not pay for

- (a) claims for loss of or damage to your Vehicle.
- (b) claims for property damage where the property belongs to or is held in trust by or in the custody or control of you or any person driving, using or in charge of your Vehicle.
- (c) legal costs incurred without our written consent.
- (d) compensation claims by a relative or person ordinarily residing with you or with whom you ordinarily reside, or any person deemed by virtue of relevant workers compensation legislation or its equivalent to be a worker employed by you.
- (e) compensation claims relating to a person who we have not permitted to use or drive your Vehicle.



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**SECTION 6 (continued)**

- (f) claims where you or any person driving, using or in charge of your Vehicle is entitled to be wholly or partly indemnified by or under any compulsory statutory insurance scheme or accident compensation scheme or if indemnity under any compulsory statutory insurance scheme or accident compensation scheme is refused.
- (g) penalties, fines or awards of aggravated, exemplary or punitive damages made.
- (h) accidents where there is insurance required by law that provides cover for the liability.
- (i) claims arising from any agreement or contract you, or a person covered by this Section enter into, unless you or they would have been liable despite the agreement or contract.
- (j) damage to property held in trust or in the custody or control of you or any entity or person entitled to indemnity under this Section.
- (k) any claim resulting from death or bodily injury to any:
  - (i) person driving and/or in charge of your Vehicle;
  - (ii) of your employees; or
  - (iii) member of your family.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

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**SECTION SEVEN – PERSONAL LIABILITY**

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**7.1. We will cover you for your personal legal liability for:**

- (a) death or bodily injury to another person; and
- (b) damage to another person's property,

caused by an accident occurring during the Period of Insurance.

Cover for your legal liability is subject always, to the extent permitted by law, to indemnities provided under any travel insurance or any other insurance being first invoked and exhausted prior to indemnity being provided under your Policy, unless stated otherwise.

**7.2. How we settle any valid claim**

We will pay the cost of:

- (a) compensation; and
- (b) legal fees and expenses

that you are legally liable for.

However, we will only pay the costs of legal fees and expenses you incur if we consent to them in writing before you incur them.

The maximum we will pay under Section Seven – Personal Liability Cover (including costs) for any one accident or series or accidents arising out of the same event is \$10,000,000.

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**SECTION 7 (continued)****7.3. What we do not cover**

We will not cover you for your legal liability to pay compensation:

- (a) for death or bodily injury to you or any other person who normally resides with you.
- (b) for property that belongs to you or any other person who normally resides with you.
- (c) for property that is in your physical and legal control or that of any other person who normally resides with you.
- (d) to any person you employ where you are legally obliged to provide cover under any workers compensation legislation or similar laws and any legal liability that arises from their employment with you.
- (e) directly or indirectly arising from or in any way connected with the ownership, operation, maintenance or use of any:
  - (i) watercraft exceeding 5 metres in length or if powered by a motor exceeding 25hp,
  - (ii) jet skis,
  - (iii) aircraft landing areas or aircraft or aerial devices excluding non-pilotable model aircraft or toy kites,
  - (iv) any conveyance designed to travel on an air-cushion over surface of land or sea,
- (f) directly or indirectly arising out of or in any way connected with any disease that is transmitted by you or any other person who normally resides with you.
- (g) for penalties or fines, or awards of aggravated, exemplary or punitive damages made against you.
- (h) for your failure to take all reasonable precautions to comply with statutory obligations and regulations imposed by any authority.
- (i) directly or indirectly arising from or in any way arising out of the ownership, possession or use by you of any land or building.
- (j) arising from any agreement or contract you enter into unless you would have been liable in the absence of such agreement or contract.
- (k) directly or indirectly connected in any way with asbestos.
- (l) directly or indirectly connected in any way with your breach of copyright, act of libel or assault caused by you.
- (m) for your legal liability to any other person who is insured (see definition of "you" and "your").
- (n) when cover is provided under Section Six – Vehicle Liability.

If you have effected more than one Policy with us providing insurance in the terms of Section Seven – Personal Liability, then our liability under all policies will not exceed \$10,000,000 in the aggregate in respect of any one accident or series of accidents arising out of one event.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover).

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## SECTION EIGHT – POLICY EXCLUSIONS

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These Policy exclusions will apply to you and any other person covered by your Policy as if they were you.

We will not pay for any loss, damage or liability arising directly or indirectly from or in any way connected with:

- 8.1. your Vehicle being driven by you or by any person with your consent who is not licensed to drive your Vehicle under all relevant laws, by-laws and regulations.
- 8.2. your Vehicle being used to carry a greater number of passengers or convey or tow a load in excess of that for which your Vehicle was constructed. We will pay if you prove the loss, damage or liability was not caused or contributed to by such greater number of passengers or load.
- 8.3. your Vehicle being driven by any person:
  - (a) whose faculties are impaired by any drug, alcohol or intoxicating liquor;
  - (b) who is convicted of or charged with driving, at the time of the accident, under the influence of any drug, alcohol or intoxicating liquor;
  - (c) with a percentage of alcohol in his/her breath or blood in excess of the percentage permitted by law; or
  - (d) who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory.

However, we will pay if you can prove you did not know or could not reasonably have known that the driver of your Vehicle was so affected or refused to undergo an appropriate test at the time of the accident.

- 8.4. your Vehicle being used in an unsafe or unroadworthy condition and such condition caused or contributed to the loss. This does not apply where you could not have reasonably detected the unsafe or unroadworthy condition.
- 8.5. your own criminal act or resulting from the use by you of your Vehicle for an unlawful purpose or whilst being used for an unlawful purpose by some other person with your consent.
- 8.6. any of the following regardless of any contributing cause or event:
  - (a) war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
  - (b) any Act of Terrorism or any action taken in controlling, preventing, or suppressing or in any way relating to any Act of Terrorism; or
  - (c) radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material.
- 8.7. your Vehicle being used:
  - (a) in connection with the motor trade for experiments, tests or trials;
  - (b) for or being tested in preparation for any motor sport; or
  - (c) for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement. If your full time employer pays you a travelling allowance, we will not regard that as hire, fare or reward.

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**SECTION 8 (continued)**

- 8.8. depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure, other than as provided in Section One – Own Loss or Damage Cover Additional Covers and Limitations 1.1(b). - Mechanical Breakdown Towing and 1.15. - Fusion.
- 8.9. damage to your tyres by application of brakes or by road punctures, cuts or bursts.
- 8.10. lawful seizure or other operation of law.
- 8.11. theft of or from your Vehicle after an accident or breakdown if reasonable steps to protect or safeguard your Vehicle had not be taken.
- 8.12. any other covered person stealing, converting, absconding or otherwise misappropriating your Vehicle.
- 8.13. your inability to use your Vehicle.
- 8.14. your Vehicle is on rails other than as cargo.
- 8.15. any GST, or any fine, penalty or charge for which you are liable arising out of your misrepresentation of, or failure to disclose, your actual Input Tax Credit entitlement in the settlement of any claim or premium relating to the Policy.
- 8.16. asbestos.
- 8.17. any anti-theft system or device fitted to your Vehicle that:  
(a) is not maintained in efficient working order; or  
(b) is not active whenever your Vehicle is left unattended unless:  
(i) your Vehicle is in the care, custody or control of a service station, garage, hotel, restaurant or other commercial undertaking to whom it has been entrusted for the purposes of overhaul, upkeep, repair or parking; or  
(ii) an injury the driver suffers in an accident in your Vehicle prevents you from complying with (b) above immediately thereafter.
- 8.18. your Vehicle if it is loaned to a person who is not a financial member of the Campervan & Motorhome Club of Australia Ltd. except for the following sections;  
- Section One,  
- Section One Additional Covers and Limitations 1.1(a), 1.3 (if applicable), 1.10, 1.15, 1.16 and  
- Section Six
- 8.19. mobile telephones, or any other type of mobile communications equipment

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**SECTION NINE – GENERAL CONDITIONS**

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**9.1. Duty of Disclosure and Misrepresentation**

If you:

- (a) failed to comply with the duty of disclosure before your Policy was entered into, by not telling us every matter which you knew or which a reasonable person could be expected to have known to be a matter relevant to our decision whether to insure you and on what terms to insure you, or

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**SECTION 9 (continued)**

- (b) misrepresented any fact to us before your Policy was entered into, and if we would not have entered into your Policy for the same premium and on the same terms and conditions expressed in your Policy but for the failure to disclose or the misrepresentation, then:
  - (i) if the non-disclosure or misrepresentation was fraudulent, we may avoid your Policy; or
  - (ii) our liability in respect of any claim may be reduced to an amount which would place us in the position in which we would have been but for your failure to disclose or your misrepresentation.

**9.2. Cancellation by you**

You may cancel your Policy at any time by telling us in writing you want to cancel it.

Where more than one person is insured under your Policy, we will only cancel your Policy when a written agreement to cancel your Policy is received from all insured persons.

Cancellation by you will be effective when we receive your request and all cover will then cease.

**9.3. Cancellation by us**

We may cancel your Policy by giving you written notice and in accordance with the law, including where you have:

- (a) made a misrepresentation to us before the Policy was entered into;
- (b) failed to comply with your duty of disclosure;
- (c) failed to comply with a provision of your Policy including failure to pay the premium;
- (d) made a fraudulent claim under your Policy or any other Policy during the time your Policy has been in effect;
- (e) failed to notify us of a specific act or omission as required by your Policy; or
- (f) failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.

If we cancel your Policy, we will advise you in writing and all cover will cease at the earlier of the following times:

- (a) when another contract of insurance is taken out by you to replace your Policy, or
- (b) at 4.00pm Local Standard Time of the third business day after the day on which notice was given to you or such later time as we may specify in the notice.

After cancellation and subject to your cooling off period rights (See Important Customer Information Section), we will keep the premium for the period that your Policy was in force and we will return to you not less than 90% of the premium for the period from the date your Policy was cancelled to the due date of your Policy. There is no refund if there is a Total Loss.

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**SECTION 9 (continued)****9.4. Transfer of interest in the Policy**

No interest in this Policy can be transferred without our written consent.

**9.5. Obligations of third parties covered by your Policy**

Any other person entitled to cover under the Policy is bound by the terms of the Policy.

**9.6. Other insurance**

You must notify us in writing if you have already effected, or if in the future you effect, any insurance or insurances which cover any matter covered by your Policy, in whole or in part.

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only in excess of the other insurance, limited to the indemnity being provided under your Policy, unless the other insurance was specifically written to be excess over the indemnity provided in your Policy.

**9.7. Reasonable protection and maintenance of your Vehicle**

You must take all reasonable steps to protect your Vehicle from loss and damage and comply with all legal requirements regarding the safety, maintenance and operation of your Vehicle.

**9.8. Notice of changes in circumstances**

You must give us notice as soon as possible:

- (a) of any change in or addition to the person or persons who will regularly drive the Vehicle;
- (b) where any drivers licence is restricted, suspended or cancelled;
- (c) of particulars of any driving offences for which you or any person who regularly drives the Vehicle is fined, charged or convicted;
- (d) of particulars of any motor accidents involving you or any person who regularly drives your Vehicle;
- (e) of particulars of any conversion, alteration or modification of your Vehicle from its maker's specifications. You must pay any additional premium if required;
- (f) if any alarm/anti theft device ceases to be in good working order.

**9.9. Renewal**

At expiry of your Policy, we may offer to enter into a new contract for a new Period of Insurance. Any renewal advice will indicate the premium payable for the new contract and any proposed alteration to the contract. Before your Policy is renewed it is your duty, by law, to disclose any matter which has altered the risk we insure.

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**SECTION 9 (continued)****9.10. Dangerous Goods**

If any hazardous goods or substances are carried in your Vehicle, you must comply with all relevant laws, by-laws and/or statutory regulations. Should non-compliance with this condition prejudice our interests, the amount of any benefit under the Policy will be reduced by the amount that represents the extent to which our interests have been prejudiced by that non-compliance.

**9.11. Security Warranty**

Any anti-theft system or device fitted to your Vehicle must be made active whenever your Vehicle is left unattended unless your Vehicle is in the care, custody or control of a service station, garage, hotel, restaurant or other commercial undertaking to whom it has been entrusted for the purposes of overhaul, upkeep, repair or parking.

**9.12. Changing your Policy**

If you want to make a change to your Policy, the change becomes effective when:

- (a) we tell you we have agreed to it; or
- (b) we give you a new Schedule or endorsement detailing the change.

**9.13. Notices**

We will give you any notice in writing. It will take effect at whatever is the earlier of the time of:

- (a) delivery to you personally; or
- (b) postage to your address last known to us.

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

**9.14. Law and jurisdiction**

This insurance is subject to the laws of the State or Territory in Australia where your Policy was issued.

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**SECTION TEN – CLAIMS**

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**10.1. What you must do when you make a claim:**

- (a) you must advise Ken Tame & Associates by telephone or in writing as soon as practicably after you suffer a loss. You should send:
  - (i) full details in writing; and
  - (ii) any communication or court documents received.

If you do not make a claim within a reasonable time of the loss, we may reduce what we pay to you to allow for any disadvantage we may have suffered because of the delay.

- (b) you must take all reasonable steps to stop any further loss from occurring.

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**SECTION 10 (continued)**

- (c) you must not repair or replace any damaged property without our consent however, you may authorise repairs up to a maximum of \$500. You may choose your licensed repairer, but before repairs are started you must:
  - (i) obtain our written agreement
  - (ii) make your Vehicle available for our inspection.

We reserve the right to invite, accept, adjust or decline estimates or to arrange (at our expense) for the removal of your Vehicle to other repairers for quotation purposes.

- (d) you must notify the Police as soon as possible in respect of theft of, or malicious damage to your Vehicle.
- (e) if your Vehicle is stolen, you must immediately contact the relevant vehicle tracking bureau if your Vehicle is fitted with a remote tracking security system.
- (f) you must not pay or promise to pay or offer payment or admit responsibility for a claim.
- (g) you must keep the property that has been damaged so we can inspect it.
- (h) you must notify us of any other insurance that also provides cover, whether in whole or in part.
- (i) you must provide us with all the information that we require including valuations, receipts, proof of ownership and statutory declarations if requested.
- (j) you must give us all the information and cooperation that we require and promptly forward to us all correspondence received by you concerning the event or claim or loss.

**10.2. When we admit a claim under your Policy**

- (a) we will reduce the amount we pay you following a covered loss by the Excess (See below) or any premium due to us or if applicable depreciation on items as stated in your Policy;
- (b) we will not pay you more than the Sum Insured or relevant limit applicable to the item unless otherwise stated in your Policy; and
- (c) we have the right to exercise your legal rights to conduct, defend or settle any legal or recovery action that we consider necessary and to do so in your name.

**10.3. Payment of Excesses**

Unless otherwise specified in your Policy, you will have to contribute the Excess shown in the Schedule and one of the following additional amounts if at the time of the accident the person driving your Vehicle is:

- (a) under 21 years of age - \$1,000
- (b) under 21 years of age with less than 3 years driving experience - \$1500
- (c) aged 21 but under 25 years of age - \$500



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**SECTION 10 (continued)**

- (d) aged 21 but under 25 years of age with less than 3 years driving experience - \$1,000
- (e) aged 25 years or over with less than 3 years driving experience - \$500

In the event of a Total Loss claim of your Vehicle caused by or arising from fire or theft no Excess will be contributed by you.

In the event of loss or damage to your:

- (a) windscreens only,
- (b) personal belongings only

you will have to contribute the amount of \$100.

**10.4. No Claim Bonus (NCB) Rating**

Your NCB Rating is not affected if:

- (a) you have NCB Rating protection and is noted as covered in your Schedule; or
- (b) if the driver of your Vehicle at the time of the accident did not, in our opinion, contribute to the cause of the accident, however, you must give us the name and address of the owner and driver or party responsible.

**10.5. Total Loss**

If we pay your claim for a Total Loss, then your cover under the Policy ends and we are entitled to keep any premium or deduct any premium due from any claim payment.

ATTACH SCHEDULE/S HERE

This Policy is signed for and on behalf of  
Lumley General Insurance Limited by



EXAMINED BY

\_\_\_\_\_  
Chief Executive Officer

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Stamp Duty on this Policy paid in conformity with:

<b>NSW</b>	<b>QLD</b>	<b>WA</b>	<b>TAS</b>
Section 88AA(1) of Stamp Duties Act as amended	Queensland Stamp Duty Paid	Stamp Duty Paid	Duty Regulation 29 Statutory Rule
Approval No. POL 3.			No. 36



**CHUBB INSURANCE COMPANY OF AUSTRALIA LIMITED**  
**Campervan & Motorhome Club of Australia Inc.**  
**CMC ASSIST**  
**Corporate Travel & Personal Accident Insurance Policy 93100304**  
**ABN 69 003 710 647**

Please read this Policy summary carefully.

Certain words and phrases that appear in bold print have special meanings. Definitions appear in the General Definitions section and in the various Coverage Sections of this Policy. Throughout this Policy, the words You and Your refer to the **Insured Person**. The words We , Us and Our refer to the **Company** providing this insurance. All cover is subject to You paying or the premium, and is subject to the terms, conditions and exclusions of the Policy.

### **Your Duty of Disclosure**

Before You enter into a contract of general insurance with an insurer, You have a duty under the Insurance Contracts Act 1984 to disclose to the insurer every matter that You know, or could reasonably be expected to know, that is relevant to the insurers decision whether to accept the risk of the insurance and, if so on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

*Your duty however does not require disclosure of any matter*

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that Your insurer knows or, in the ordinary course of its business, ought to know;
- as to which compliance with Your duty is waived by the insurer.

### **Non-Disclosure**

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

In reliance upon the statements made in the proposal for insurance forming a part of this Policy, and in consideration of the premium paid, We agree to insure You against loss covered under this Policy, subject to and in accordance with the Schedule, the Schedule of Sums Insured, the exclusions, limitations, provisions and terms described herein.

### **Operation of Cover**

The cover provided by this Policy will only apply during the **Period of Insurance**. The coverage provided under Coverage Section 1 shall apply whilst **You** are on a **Journey** which involves a destination outside a radius of 100 kilometres from Your Residence. The coverage provided under Coverage Section 2 shall apply whilst You attend gazetted/listed national Rallies or Chapter meetings, excluding travel to and from such National Rallies or Chapter meetings, excluding travel to and from such National Rallies or Chapter meetings.

### **General Exclusions**

#### ***Applicable to all Coverage Sections***

We will not be liable for any claim or loss under this Policy caused by or arising out of:

1. You, **Your Family** or **Immediate Relative** travelling in any unlicensed aircraft;
2. You, **Your Family** or **Immediate Relative** flying or engaging in any other aerial activity as part of the aircrafts crew;
3. You, **Your Family** or **Immediate Relative** participating in or training for any professional sport;
4. Your suicide, attempted suicide or any other deliberately self-inflicted injury;
5. Declared or undeclared war, civil war or invasion;

6. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process of nuclear fission;
7. Pregnancy, childbirth or the complications thereof where the term of the pregnancy exceeds twenty-six (26) weeks;
8. Any sexual transmitted disease;
9. You incurring costs in relation to medical expenses including ambulance services, accommodation costs, cancellation costs in respect of accommodation, loss of clothing or personal effects, and meals or incidental expenses.

## Coverage Section 1 – Additional Expenses

### Description of Cover

1. If you or **Your Family** suffers an unexpected serious or disabling **Accidental Bodily Injury** or **Sickness** or **disease** whilst on a **Journey** in Your **Motorvehicle** in Australia:
  - a) We will, if the injured or sick person requests it and the treating Physician approves, arrange and pay for the **Transportation** of the injured or sick person to the city or town nearest either Your original destination or **Your Residence** where ongoing medical care can be obtained, and
  - b) We will, if the treating **Physician** advises that the injured or sick person is not able to be transported alone, and the injured or sick person requests it, arrange and pay for the return **Transportation** for any of the following to join the injured or sick person:
    - I. their spouse, if the injured or sick person is travelling without them, or
    - II. a nominated person, if the injured or sick person is travelling alone, or
    - III. a nominated relative, if the injured or sick person is travelling without You or Your Family.
  - c) We will, if neither You or **Your Family** nor anyone accompanying You or **Your Family** is able to drive the Motorvehicle, arrange and pay for:
    - I. Appropriate ground transportation to move the **Motorvehicle** either to **Your Residence** or Your original destination and
    - II. Appropriate ground transportation for any of You or **Your Family** who were accompanying You either to **Your Residence** or Your original destination.
2. Upon the unexpected death of You or **Your Family** whilst on a **Journey** in Your **Motorvehicle** in Australia:
  - a) We will arrange and pay for the **Transportation** of the body to a location within Australia nominated by the closest next of kin, and
  - b) We will arrange and pay for the **Transportation** for any of You or **Your Family** who were travelling with the deceased at the time of death to return to **Your Residence**, and
  - c) We will arrange and pay for ground transportation of Your **Motorvehicle** in which You or **Your Family** were travelling in with deceased at the time of death to return to **Your Residence**, if no one is able or willing to drive the **Motorvehicle** to that address.
3. Upon the unexpected death of an **Immediate Relative** not travelling with You or **Your Family** whilst You are on a **Journey** in Your **Motorvehicle** in Australia:
  - a) We will arrange and pay for **Transportation** for the person whose **Immediate Relative** has died and any of You or **Your Family** travelling with that person to return to **Your Residence**, and
  - b) We will arrange and pay for ground transportation of Your **Motorvehicle** in which You or **Your Family** were travelling in to **Your Residence** if no one is able or willing to drive the **Motorvehicle** to that address.
4. **Emergency Medical Advice**  
24-hour telephone access to medical practitioners for immediate advice and assistance with emergency medical problems.

0418561908 Office Hours 03 9853 5555

## Coverage Section 2 – Accident Benefits

### THE EVENTS

### THE BENEFIT AMOUNT (each Insured Person)

#### Accidental Bodily Injury resulting in:

#### **BROKEN/FRACTURED BONES**

	<b>Category A</b>	<b>Category B</b>
1. Hip or Pelvis	\$5,000	\$2,500
2. Thigh or Heel	\$3,000	\$1,500
3. Skull, Ankle, Lower Leg, Upper Arm, Elbow or Shoulder Blade	\$2,500	\$1,250
4. Lower Jaw, Collarbone	\$1,500	\$750
5. Lower Arm or Wrist	\$1,000	\$500
6. Vertebrae, Sternum or Kneecap	\$750	\$375
7. Hand or Foot	\$500	\$250
8. Cheekbone, Ribs, Coccyx	\$500	\$250
9. Toes, Thumb or Fingers	\$250	\$125
Maximum Benefit Events 1-9	\$5,000	\$2,500

#### **BURNS**

10. Second or third degree burns		
a) 27% or more of the body surface	\$2,500	\$1,250
b) 18% or more of the body surface	\$2,000	\$1,000
c) 9% or more of the body surface	\$1,000	\$500
d) 5% or more of the body surface	\$500	\$250
Maximum Benefit Event 10	\$2,500	\$1,250

#### **DISLOCATIONS**

11. Dislocation		
a) Hip, Knee, Wrist, Elbow Shoulder Blade, Collar Bone or Jaw	\$1,000	\$500
b) Toes or Fingers	\$100	\$100
Maximum Benefit Event 11	\$1,000	\$500
12. Death	\$5,000	\$2,500

13. Bed Care as a result of Accidental Bodily Injury which confines You to bed for not less than 24 hours under the continuous care of a person other than Yourself or Your Immediate relative. Payable for a maximum period of 26 weeks	\$350 per week	\$350 per week
14. Domestic Help – reimbursement for the cost of medically approved Domestic help following Your discharge from a hospital stay of more than 48 hours due to Accidental Bodily Injury. Payable for a Maximum of 26 weeks.	\$100 per week	\$100 per week

### **General Conditions**                      *Applicable to all Coverage Sections*

#### **Other Insurance**

You must inform Us of any other insurance which may also provide indemnity to You or the **Insured Person** for the circumstances of any claim under this Policy.

To the extent that any loss insured under this Policy is insured any other policy, then to the extent to which it is permitted by the Insurance Contracts Act 1984, coverage is only provided under this Policy subject to its limitations, exclusions, conditions, provisions and terms for such loss excess of the coverage provided under such other policy.

#### **Entire Contract/Alteration**

This Policy shall not be modified except by written amendment or endorsement attached hereto and signed by Our Authorised Representative.

#### **Jurisdiction**

This Policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this Policy shall be resolved in accordance with the laws of Australia.

#### **Limits of Liability**

The Benefit Amount payable under Coverage Section 1 is limited to \$10,000 each **Insured Person** and the Benefit Amount payable under Coverage Section 2 is limited to \$25,200 each **Insured Person**.

#### **Territory**

Australia.

**Subrogation**

If We make any payment under this Policy, then to the extent of that payment, We may exercise any rights of recovery held by You or the **Insured person**. You and the **Insured Person** must not do anything which reduces any such rights and must provide reasonable assistance to Us in pursuing any such rights.

**Person** must not do anything which reduces any such rights and must provide reasonable assistance to Us in pursuing any such rights.

**Cancellation**

We may cancel the Policy at any time in accordance with the provisions of the insurance Contracts Act 1984.

**Currency**

All amounts shown are in Australian dollars. If expenses 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 expense is incurred or loss is sustained.

**Aggregate Limits of Liability**

Our total liability for all claims in respect of any one **Accident** or series of **Accidents** arising out of any one occurrence shall not exceed \$1,000,000.

**General Definitions**

In this Policy

**Accidental Bodily Injury** means any injury to the body of an **Insured Person** caused by an Accident which occurs during the **Period of Insurance** but does not include any condition which is also a **Sickness or Disease**.

**Accident or Accidental** means a sudden, unforeseen and unexpected event, happening by chance.

**Assistance Provider** means international Medical Assistance Network or such other organization as We may designate from time to time.

**Company** means Chubb Insurance Company of Australia limited ABN 69 003 710 647

**Immediate Relative** means a spouse (legal or defacto), a child, a parent or a brother or sister of Yours or **Your Family**, provide such person(s) is under eighty (80) years of age.

**Insured Person** whether in the singular or the plural, means the person(s) named as The Insured under a Campervan and Motorhome Club of Australia Inc Comprehensive Motorvehicle Insurance Policy.

**Journey** means any journey which:

1. commences during the **Period of Insurance**; and
2. involves a destination outside a radius of 100 kilometres from **Your Residence**.

A **Journey** commences at the time the **Insured Person** leaves their normal place of residence for departure on their Journey, and ends at the time the Insured Person returns to their normal residence.

A Journey does not include any normal commutation travel between the Insured Person's normal residence and normal place of work.

**Motorvehicle** means a campervan or motorhome vehicle as shown on the schedule of Your Campervan & Motorhome Club of Australia Inc Comprehensive Motor Vehicle Insurance Policy.

**Period of Insurance** subject to the following, means the period shown in Your Campervan & Motorhome Club of Australia Inc. Comprehensive Motorvehicle Policy and any subsequent renewal period provided the commencement date of such Motorvehicle Policy occurs during the **Period of Insurance** under this Policy.

**Physician** means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the Sickness or Disease or Accidental Bodily Injury, and who is not an Immediate Relative of the Insured Person.

**Sickness or Disease** means illness or disease which occurs during the Operation of Cover which is the direct and independent cause of loss for which claim is made and which requires the attendance of a **Physician**. Provided such **Sickness or Disease** is not related to a condition for which you have received medical advice, medical treatment, or have taken prescribed medication in the thirty (30) days prior to the departure date of your **Journey**.

**Transportation** means transportation in economy class on a regularly scheduled commercial airline, or if airline transportation is not available or suitable, in economy class on any other appropriate means of transportation.

**Your family** means Your spouse (legal or defacto) and/or Your children who normally live with You, and/or Your grandchildren accompanying You on a Journey.

**Your Residence** means the address shown on the schedule of Your Campervan & Motorhome Club of Australia Inc Comprehensive Motorvehicle insurance Policy or any new address that You may subsequently advise to the Campervan & Motorhome Club of Australia Inc. For overseas members who do not have an address in Australia, their residence will be the nearest major city to their point of arrival in Australia.

#### **Age Limits**

The Policy does not provide cover under Coverage Section 1 for you and/or Your family unless at the date of claim You and Your Family are under ninety (90) years of age and in respect of Your Immediate relative, unless Your Immediate Relative is under eighty (80) years of age.

In respect of Coverage Section 2 only, Category A Insured Persons must be between 18 – 79 years of age and Category B Insured Persons between 80 – 90 years of age.

#### **Claims Procedures**

##### **1. Notice of Claim**

Any occurrence or loss which may give rise to a claim under this Policy should be reported to Us in writing within thirty (30) days after the occurrence or loss.

Any occurrence or loss which may give rise to a claim under this Policy should be reported to Us in writing within thirty (30) days after the occurrence or loss.

Failure to furnish notice within this time provided in the Policy shall not invalidate any claim if it can be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as reasonably possible.

##### **2. Proof of Loss**

Written Proof of Loss must be given to Us as soon as possible and, in any event, within thirty (30) days after receipt of Notice of Claim, together with original copies of all relevant documentation.

You or the Insured Person shall, at Your or his expense, provide Us with such certificates, information and evidence as We may from time to time require, in a form prescribed by Us.

##### **3. Physical Examination and Autopsy**

Provided that We give reasonable notice, We shall be allowed to have any Insured person medically examined or, in the event of an Insured person's death, a post mortem examination carried out at Our expense.

##### **4. Claims Investigation**

In the event of a claim, we may make an investigation We deem necessary and both You and the **Insured Person** shall cooperate fully with such investigation. Failure by You or the **Insured person** to cooperate with Our investigation may result in denial of the claim or cancellation of the Policy.

##### **5. Fraudulent Claims**

If any claim under this Policy is fraudulent in any respect, or if any fraudulent means or devices are used by You, the **Insured Person**, or anyone acting on Your or the **Insured Person's** behalf to obtain benefits under this Policy, We will be under no liability in respect of such claim.

This Policy has been signed on Our behalf but it shall not be binding unless the Policy Schedule is countersigned by Our Authorised Representative.

For CHUBB INSURANCE COMPANY OF AUSTRALIA

RON BENNETT  
MANAGING DIRECTOR - AUSTRALIA





**CAMPERVAN AND MOTORHOME CLUB OF  
AUSTRALIA LIMITED  
KEN TAME & ASSOCIATES PTY LTD**

**INSURANCE SERVICES  
AGREEMENT**

**COOPER GRACE WARD**  
Lawyers  
Level 23, Central Plaza Two  
66 Eagle Street, Brisbane 4000

**Ph** (61-7) 3231 2444  
**Fax** (61-7) 3221 4356  
[www.cgw.com.au](http://www.cgw.com.au)

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## INSURANCE SERVICES AGREEMENT

### PARTIES

**CAMPERVAN AND MOTORHOME CLUB OF AUSTRALIA LIMITED ACN 095 568 157** of 49  
The Avenue, Wickham, New South Wales (CMCA)

**KEN TAME & ASSOCIATES PTY LTD ACN 057 816 172** of Suite 15, 79-83 High Street, Kew,  
Victoria (Tame)

### BACKGROUND

- A. Tame has developed an insurance scheme used by CMCA and its members and known as the CMCA Insurance Scheme.
- B. CMCA has the right to arrange for the offer of insurance services to members of CMCA, to certain confidential information concerning the members of CMCA and has the exclusive right to the name 'CMCA Insurance Scheme'.

### AGREEMENTS

#### 1. INTERPRETATION

---

##### 1.1 Definitions

In this document:

**Applicable Legislation** means all legislation and regulations that are applicable to the maintenance and administration of the CMCA Insurance Scheme or the exercise by Tame of the Licence, including the *Financial Services Reform Act 2001* and its regulations.

**Arrangement** means the arrangement between the parties established under clause 2.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in New South Wales.

**CMCA Insurance Scheme** means the insurance scheme administered by Tame for the provision of motorhome and other insurance policies, products and services to members of CMCA.

**CMCA Intellectual Property Rights** means all Intellectual Property Rights in:

- (a) the names CMCA and CMCA Insurance Scheme;
- (b) the client list and client files for the CMCA Insurance Scheme; and
- (c) all information collected by CMCA or Tame from time to time from the administration of the CMCA Insurance Scheme about CMCA or the members of CMCA; but
- (d) excludes any Intellectual Property Rights in an insurance policy or product issued by any underwriter through Tame.

**Competitive Products or Services** means insurance related products or services that are competitive with products or services provided under the CMCA Insurance Scheme at the relevant time.



**GST** means goods and services tax under *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

**Intellectual Property Rights** means statutory and other proprietary rights in respect of designs, trade marks, patents, circuit layouts, software, copyrights, know-how, confidential information, and all other intellectual property rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

**Licence** means the licence granted to Tame in accordance with clause 3.

**parties** means CMCA and Tame.

**Relevant Information** means information disclosed to Tame by CMCA, CMCA members or others either as part of the CMCA Insurance Scheme or under this agreement or which is otherwise acquired by Tame as part of its administration of the CMCA Insurance Scheme but excluding information which:

- (a) is generally available to the public (other than as a result of the wrongful disclosure by Tame); or
- (b) is required to be disclosed by any law.

**Term** means the term of this agreement commencing on the date of this agreement and expiring on the date provided in accordance with clause 2.2, subject to clause 2.3 and 14.

## 1.2 Construction

In this document:

- (a) headings and clause numbers are for convenience only and do not form part of the document or affect its interpretation;
- (b) the singular number includes the plural and vice versa, unless the context requires otherwise;
- (c) a reference to a party includes that party's executors, administrators, trustees, successors and permitted assigns;
- (d) a reference to a person includes an individual, corporation, unincorporated association, partnership, joint venture or government body;
- (e) references to any Statute, ordinance or other law include all regulations and other instruments under it and all consolidations, amendments, re-enactments or replacements of it;
- (f) money references are in Australian dollars, unless otherwise provided;
- (g) a reference to a 'month' means a calendar month;
- (h) if a party is a corporation, a reference to that party's authorised officer includes an 'officer' of the corporation as defined in the *Corporations Act 2001* (Cth), or any other person authorised to act on its behalf;
- (i) the term 'including' is not a word of limitation.



## **2. ARRANGEMENT**

---

### **2.1 Establishment**

The parties establish an arrangement together by which, for the duration of the Term:

- (a) Tame will administer the CMCA Insurance Scheme; and
- (b) CMCA will provide certain assistance to Tame in its administration of the CMCA Insurance Scheme as described in this agreement and will license to Tame the CMCA Intellectual Property Rights.

### **2.2 Term**

The Arrangement will commence on the date of this agreement and continue until the tenth anniversary of the date of this agreement, subject to clauses 2.3 and 14.

### **2.3 Further term**

Prior to the expiration of the initial Term of the arrangement as provided in clause 2.2, CMCA may, by written notice to Tame, extend the term for a further term not exceeding five years commencing on the expiration of the initial Term.

## **3. GRANT OF LICENCE**

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CMCA grants to Tame for the duration of the Term the right to use the CMCA Intellectual Property in its administration of the CMCA insurance Scheme, subject to and in accordance with the other provisions of this agreement.

## **4. CONDITIONS PRECEDENT**

---

- (a) The following is a condition precedent to this agreement that:
  - Tame give a notification of exclusive dealing pursuant to section 93 of the *Trade Practices Act 1974* (Cth) to the Australian Competition and Consumer Commission and such notice comes into force.
- (b) Tame must promptly notify CMCA, in writing, if the condition precedent is satisfied or cannot be satisfied.
- (c) The provisions of this agreement are of no effect unless the condition precedent contained in clause 4(a) is satisfied.

## **5. OBLIGATIONS OF TAME**

---

In its administration of the CMCA Insurance Scheme and exercise by it of the Licence, Tame must during the Term at its cost:

- (a) Hold and maintain all licences and permits necessary under all Applicable Legislation and do such other acts and things as may be necessary from time to time in order to ensure that the CMCA Insurance Scheme complies with the requirements of all Applicable Legislation.
- (b) Subject to paragraph (c), maintain the binding agreement with Lumley Insurance for the underwriting of the CMCA Insurance Scheme.
- (c) In the event the binding agreement with Lumley Insurance ceases for any reason, notify CMCA immediately of that fact, recommend to CMCA a suitable alternative insurance



underwriter and permit CMCA in its absolute discretion and after consultation with Tame to nominate the replacement insurance underwriter.

- (d) Ensure the special benefits of the CMCA Insurance Scheme is only offered to financial current members of CMCA.
- (e) Promptly process and place with the underwriter through the CMCA Insurance Scheme all insurances applications and renewals placed with Tame by members of CMCA.
- (f) When requested by a member of CMCA, promptly arrange a cover note for that member.
- (g) Administer the CMCA Insurance Scheme in a professional manner in accordance with normal best practice for insurance brokers.
- (h) Ensure that it has in place appropriate professional indemnity insurance to cover its potential professional liability arising from the exercise by it of the Licence and provide evidence of that insurance as and when requested by CMCA.
- (i) Ensure that it uses the names Campervan & Motorhome Club of Australia, CMCA and CMCA Insurance Scheme only in accordance with the written direction of CMCA from time to time.
- (j) Ensure that it does not do anything which adversely affects the good name, reputation or goodwill of CMCA, the CMCA Insurance Scheme or any of the members or officers of CMCA.
- (k) Regularly advise CMCA on methods to promote the CMCA Insurance Scheme to members and potential members of CMCA.
- (l) Upon each renewal or new application for insurance, issue to the relevant insured an invoice that states the Handling Fee payable to CMCA in accordance with clause 7.1.

## 6. ASSISTANCE BY CMCA

---

During the Term CMCA will provide the following assistance to Tame in its administration of the CMCA Insurance Scheme:

- (a) provide Tame with regular updates of the membership list of CMCA and other relevant information about members of CMCA;
- (b) promote the CMCA Insurance Scheme to CMCA members in consultation with Tame;
- (c) refer to Tame insurance leads it receives from members of CMCA; and
- (d) such other assistance as may be reasonably requested by Tame from time to time.

## 7. HANDLING FEE

---

### 7.1 Amount of Handling Fee

In consideration of CMCA agreeing to assist Tame in its administration of the CMCA Insurance Scheme in accordance with this agreement, Tame must ensure that CMCA is paid a handling fee (**Handling Fee**) of \$20.00 plus GST, subject to clause 7.2, for each insurance policy issued to or renewed by a member of CMCA under the CMCA Insurance Scheme during the Term.

### 7.2 Variation of Handling Fee

On or around each anniversary of the date of this agreement (**Anniversary Date**) the parties will meet to determine if, in view of all the circumstances, the Handling Fee should vary for the forthcoming 12 month period in each instance. If no agreement is reached at any such meeting,





the Handling Fee will for the relevant forthcoming 12 month period increase by the greater of either:

- (a) the amount determined in accordance with clause 7.3 (**Escalated Amount**); or
- (b) the proportional increase in premiums charged by the underwriter of the CMCA Insurance Scheme to insureds for the previous 12 month period in each case.

### 7.3 Escalated Amount

For the purposes of paragraph 7.2(a), the Escalated Amount will be the amount determined by adjusting the Handling Fee that is applicable at the relevant Anniversary Date by the proportional change in the Consumer Price Index (All Groups: Weighted Average to Eight Capital Cities) (**Index**) published by the Australian Bureau of Statistics (**ABS**) in the 12 month period immediately prior to the relevant Anniversary Date.

### 7.4 Substitution of other index

If the ABS ceases to publish the Index, there must be substituted an index agreed upon by the parties or, in default of agreement, selected by the Expert as the index which most closely reflects changes in the cost of living in Australia.

### 7.5 Change to ABS

If the ABS is reconstituted, reconstructed, privatised, ceases to exist or is replaced, or its powers or functions are transferred to another entity, this clause is to be read as if all references to it were references to the reconstituted, reconstructed or privatised entity or an entity established or constituted in replacement of or which succeeds to the relevant powers and functions of or which serves substantially the same purposes or has substantially the same objects as the ABS.

### 7.6 Definition of Expert

For the purposes of this clause 7:

- (a) **Expert** means a person appointed on the application of a party by the president or, if the President does not make an appointment within seven days, the chief executive officer of the Australian Institute of Actuaries (**AIA**); and
- (b) all costs incurred with the Expert must be borne equally by the parties.

### 7.7 Change to AIA

If the AIA is reconstituted, reconstructed, privatised, ceases to exist or is replaced, or its powers or functions are transferred to another entity, this clause is to be read as if all references to it were references to the reconstituted, reconstructed or privatised entity or an entity established or constituted in replacement of or which succeeds to the relevant powers and functions of or which serves substantially the same purposes or has substantially the same objects as the AIA.

### 7.8 Payment into Trust Account

Upon receipt by Tame of each Handling Fee paid by an insured, Tame will deposit the amount into its trust account until the amount is remitted to CMCA in accordance with clause 7.10.

### 7.9 Monthly Reports

On or about the 15<sup>th</sup> day of each month Tame must provide to CMCA a report (**Monthly Report**) containing a list of policies renewed or established by Tame under the CMCA Insurance Scheme during the previous calendar month and containing such other information as is reasonably required by CMCA from time to time.



### 7.10 Timing of payment

At the time the Monthly Report is provided to CMCA in accordance with clause 7.9, Tame must pay to CMCA the Handling Fee payable in respect to policies renewed or established by Tame under the CMCA Insurance Scheme during the previous calendar month.

### 7.11 Financial Accounts

During the Term Tame will maintain separate financial accounts (**Financial Accounts**) sufficient to accurately record transactions under the CMCA Insurance Scheme including details on the policies renewed or established by Tame under the CMCA Insurance Scheme and the Handling Fees payable to CMCA and containing such other information as may be reasonably required by CMCA from time to time.

### 7.12 Audit

During the Term Tame will, upon request from CMCA, provide CMCA or its nominated representative access to the Financial Accounts and will permit CMCA or that nominated representative to audit those accounts.

## 8. WARRANTIES

---

Tame warrants to CMCA and it is a condition of this agreement that:

- (a) it holds all necessary licences and permits required under all Applicable Legislation for the administration of the CMCA Insurance Scheme and the exercise by it of the Licence; and
- (b) it has not breached any Applicable Legislation or done or failed to do any act or thing whereby any licence or permit required for the administration of the CMCA Insurance Scheme or the exercise by it of the Licence may be cancelled, revoked or suspended.

## 9. OWNERSHIP OF CMCA INTELLECTUAL PROPERTY

---

### 9.1 Acknowledgement

Tame acknowledges that CMCA owns the CMCA Intellectual Property including:

- (a) the exclusive right to provide insurance services to all members of CMCA;
- (b) all rights in relation to the list of members of CMCA, the list of those members who take out insurance under the CMCA Insurance Scheme and all other information received or collected by Tame or CMCA in respect to the members of CMCA or the CMCA Insurance Scheme; and
- (c) all rights in respect to the names Campervan & Motorhome Club of Australia, CMCA and CMCA Insurance Scheme.

### 9.2 Lumley Insurance

Promptly following the execution by the parties of this agreement, Tame will procure from Lumley Insurance a written undertaking from them in favour of CMCA and in such form as CMCA reasonably requires whereby Lumley Insurance acknowledges ownership by CMCA in the CMCA Intellectual Property and agrees not to use the CMCA Intellectual Property in the event it ceases to be the underwriter for the CMCA Insurance Scheme or this agreement expires or terminates.

### 9.3 Underwriters

In the event another underwriter is appointed to the CMCA Insurance Scheme, Tame must ensure the underwriter provides an undertaking to CMCA in accordance with clause 9.2.



## 10. CONFIDENTIALITY

---

### 10.1 Information Confidential

Tame acknowledges that all Relevant Information is proprietary, confidential or a trade secret of CMCA.

### 10.2 No disclosure of Confidential Information

Except as stated in this agreement or as otherwise reasonably required to be disclosed to the underwriters for the purposes of the CMCA Insurance Scheme, Tame must not, at any time and must not permit any of its officers, employees, agents, contractors or related companies at any time, to use or to disclose to any person any Relevant Information without the prior written consent of CMCA.

## 11. INDEMNITY

---

Tame agrees that it will indemnify and keep indemnified CMCA against any loss, damage, costs, expenses and liabilities claimed, suffered or incurred by CMCA or its officers or employees as a consequence of:

- (a) any breach of the representations, warranties or undertakings contained in this agreement;
- (b) any failure by Tame to fully perform its obligations under this agreement; or
- (c) the exercise by Tame of the Licence or the administration by Tame of the CMCA Insurance Scheme;

except that the liability of Tame to so indemnify will be reduced proportionately to the extent that the negligence or default of CMCA contributed to such loss, damage, cost, expense or liability.

## 12. PRIVACY

---

During the Term in its administration of the CMCA Insurance Scheme, Tame must ensure that it complies with the *Privacy Act 1988* (Cth) (**Act**), including the National Privacy Principles within the Act, in relation to the collection, transfer, disclosure and use of Personal Information that comes into its possession.

## 13. ASSIGNMENT AND ENCUMBRANCE

---

- (a) Tame must not assign, transfer or encumber its rights or interest under this agreement without the prior written consent of CMCA. An assignment of Tame's rights or interest under this agreement includes the issue of voting shares which has the effect of change in control.
- (b) In the event of change in effective control with CMCA's consent:
  - (i) Tame will ensure, in the event of change in effective control, that the person in effective control will maintain the integrated personal relationship existing at the signing of this contract, with the CMCA and the associated policy holders.
  - (ii) The party or parties who are in control after effective changes will maintain the status quo as established by Tame in terms of member insurance relationship and service.



## **14. TERMINATION OR EXPIRATION**

---

### **14.1 Events of Default**

- (a) Tame fails to maintain the agency agreement for the CMCA Insurance Scheme with Lumley Insurance or with such other insurance underwriter as may be approved by CMCA from time to time.
- (b) Tame fails to carry out any provision of this agreement, the failure is capable of remedy and Tame does not remedy that failure within 21 days after written notice to Tame requiring it to be remedied.
- (c) Tame fails to carry out any material provision of this agreement and the failure is not capable of remedy.
- (d) It becomes unlawful for Tame to perform its obligations under this agreement.

### **14.2 Change in Effective Control**

Without limiting the generality of the term 'effective control', it will be deemed to be a change in the effective control of Tame in the event that:

- (a) Ken Tame and his immediate family cease to beneficially own the majority of the issued share capital of Tame; or
- (b) Ken Tame ceases to be a director of the board of Tame or ceases to be in a position to control the composition of the majority of members of the board of Tame.

### **14.3 Termination on Default**

Without prejudice to its other rights and remedies, CMCA may, at any time after an Event of Default occurs, terminate this agreement by giving notice in writing to Tame.

### **14.4 Existing rights preserved**

On termination of this agreement under clause 14, each party retains the rights it had against the other party in respect of any past breach, in addition to any other rights, powers or remedies provided by law.

### **14.5 Obligations following expiration or termination**

Upon the expiration or termination of this agreement, Tame must:

- (a) cease to administer the CMCA Insurance Scheme and to exercise the Licence; and
- (b) return to CMCA all of the Relevant Information in its possession or control and procure that the underwriter of the CMCA Insurance Scheme returns all such information in their possession or control, except as provided in clause 14.6,

except as otherwise authorised by CMCA in writing to the contrary.

### **14.6 Access to Relevant Information**

CMCA acknowledges that, in order for Tame to discharge its obligations under Applicable Legislation, it may require access to parts of the Relevant Information for up to seven years after the expiration or termination of this agreement. Upon such expiration or termination, the parties will arrange to electronically store the applicable parts of the Relevant Information on disk or other suitable storage media and deposit the disk or media with a suitable escrow agent. If the parties do not agree on who is to be the escrow agent, the disk or media will be deposited with the solicitor for the time being of CMCA or such other person as is nominated by those solicitors. Tame may access the disk or media by notice in writing to the escrow agent and CMCA from time to time, provided that such access shall be limited to obtaining that information necessary for the purposes of discharging Tame's obligations under Applicable Legislation and



provided the disk or media is returned to the escrow agent as soon as the relevant information has been extracted.

## **15. GST**

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### **15.1 Consideration GST-Exclusive**

It is the intention of the parties that any consideration for a supply under this document should be received by the supplier exclusive of GST.

### **15.2 Payment of GST**

The recipient of a supply must pay the supplier an amount equal to the supplier's GST on the consideration at the same time as the consideration is paid. The supplier must issue a tax invoice before the recipient is obliged to pay the GST.

## **16. DISPUTE RESOLUTION**

---

### **16.1 Resolution by senior management representatives**

If a dispute arises between the parties to this agreement, either party may give written notice to the other party requiring that senior management representatives of both parties meet to resolve the dispute as soon as practicable.

### **16.2 Time and place of meeting**

A meeting called pursuant to clause 16.1 must be held at a time and a place to be agreed between the parties, but in no event later than four weeks after notice of the dispute has been served by either party.

### **16.3 Mediation**

Where senior management representatives are unable to resolve the dispute within 14 days of meeting for the first time in connection with that dispute, the following paragraphs apply:

- (a) The dispute will be referred to arbitration and the determination of such arbitration will be binding on both parties.
- (b) The expression Mediation means a process in which a person (**Mediator**) independent of the parties will facilitate a negotiation between the parties with the view to assisting them to reach a binding agreement by way of solution to the dispute.
- (c) The mediation procedure is commenced by a party through the service of a mediation notice to the other party. That notice must state that a dispute has arisen and say what the dispute is about.
- (d) The parties must at all times maintain confidentiality about all matters arising in the Mediation, except to the extent that such matters are already public or to such extent as may be agreed between the parties or as required by law.
- (e) All discussion and negotiation during the Mediation will be on a privileged, 'without prejudice' basis unless the parties waive such privilege by agreement, either generally or in relation to any aspect. Neither of the parties may refer in any subsequent proceedings to any such privileged discussions and negotiations or require the Mediator to do so, nor may either party have access to any of the Mediator's notes or call the Mediator as a witness in any proceedings.

### **16.4 Costs**

- (a) The reasonable costs of both parties incurred in connection with a meeting called under clause 16 are to be pooled and then divided equally between the parties.



- (b) The costs of complying with the conditions precedent in clause 4 are to be divided equally between the parties.

#### 16.5 Performance of agreement to continue

Performance of this agreement must continue pending and during the resolution of any dispute, unless the parties agree otherwise.

### 17. NOTICES

---

#### 17.1 Form

A Notice or other communication connected with this document (**Notice**) must be in writing and given by a party, its authorised officer or its lawyer.

#### 17.2 Delivery

A Notice must be:

- (a) delivered to the recipient's address or registered office;
- (b) posted to the recipient's address or registered office by prepaid ordinary post (or airmail, if posted to or from a place outside Australia); or
- (c) faxed to the recipient's facsimile number;

as set out in this document, or notified from time to time.

#### 17.3 Address for Service

Details of the parties' addresses for service of notices are set out below:

- (a) Campervan and Motorhome Club of Australia Limited:

Address: PO Box 3327, Hamilton DC NSW 2303  
Attention: Mr John Osborne  
Facsimile: (02) 4978 8799

- (b) Ken Tame & Associates Pty Ltd:

Address: Suite 15, 79-83 High Street, Kew, Vic 3101  
Attention: Mr Ken Tame  
Facsimile: (03) 9853 5554

#### 17.4 Service

Service of a Notice is deemed to have occurred, if sent:

- (a) as a delivered letter – at the time it is delivered;
- (b) as a posted letter – on the second Business Day after posting (or the seventh, if posted to or from a place outside Australia); or
- (c) by facsimile – on production of a report by the sender's facsimile machine, confirming the successful transmission to the addressee's facsimile number of all pages comprising the Notice.



### **17.5 Party's Lawyer**

A Notice may be:

- (a) given and signed by a party's lawyer; or
- (b) delivered to a party's lawyer by any of the means listed in clause 17.2, or to the lawyer's business address or DX box.

## **18. GENERAL**

---

### **18.1 Governing law**

This document is governed by the laws of New South Wales.

### **18.2 Assignment**

A party may only assign rights arising out of or under this document with the prior written consent of the other party.

### **18.3 Severance**

If a clause is void, illegal or unenforceable, it may be severed without affecting the other provisions in this document.

### **18.4 Entire agreement**

This document replaces all previous agreements about its subject matter and constitutes the entire agreement between the parties.

### **18.5 Variation**

A variation of this document must be in writing and signed by the parties.

### **18.6 Waiver**

- (a) No right under this document is waived or deemed to be waived, except by written notice signed by the party waiving the right, or its authorised officer.
- (b) A party does not waive its rights under this document by granting an extension or forbearance to another party.

### **18.7 Costs and expenses**

Each party will pay its own costs and expenses arising from this document and any related documents, unless otherwise set out in this document.

### **18.8 Time of performance**

- (a) If a Notice is served or a payment made after 5.00pm on any Business Day, it is deemed served or paid on the next Business Day.
- (b) If this document requires something to be done on a day that is not a Business Day, it must be done on the next Business Day.

### **18.9 Nature of obligations**

- (a) An obligation of two or more persons under this document binds them jointly and severally.
- (b) This document is not intended to create a partnership, joint venture or relationship of principal and agent between the parties.



**18.10 Further action**

Each party must take all necessary further action to give full effect to this document.

**18.11 Counterparts**

This document may be signed in any number of counterparts.

**18.12 Survival**

The terms of this document survive its termination to the extent permitted by law.

**18.13 Confidentiality**

The terms of this document are confidential and must not be disclosed (without the prior written consent of the parties) to any person other than the parties' professional advisors or as required by law.





**SIGNED AS AN AGREEMENT**

**SIGNED** on behalf of **CAMPERVAN AND  
MOTORHOME CLUB OF AUSTRALIA LIMITED** )  
**ACN 095 568 157** in accordance with its )  
Constitution by a director and a director/secretary in )  
the presence of: )

.....  
Director

.....  
Witness

.....  
Secretary  
John Osborne

2008

.....  
Date

**SIGNED** on behalf of **KEN TAME & ASSOCIATES** )  
**PTY LTD ACN 057 816 172** in accordance with its )  
Constitution by a director and a director/secretary in )  
the presence of: )

.....  
Kenneth Tame  
Director and Secretary

.....  
Witness

.....  
Gary Hughes  
Director and Secretary

2008

.....  
Date

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