



# **Third Party Car Insurance**

Product Disclosure  
Statement

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**RAA**

# Your duty of disclosure and important things you should know

## **Your responsibility**

You are responsible for providing us with correct information. Please check any Certificate of Insurance we send to you to make sure the information you have given us is correct.

## **Information you are required to give us**

When you buy, renew, vary your insurance or make a claim with us, we will ask you specific questions. This information helps us to decide whether to insure you, how much your premium is and whether we need to apply any special conditions to your insurance cover.

## **More than one named insured**

If more than one person is named as the insured on the Certificate of Insurance, each person is a joint policy holder and is able to make any changes to the policy other than remove another insured.

## **Who must tell us and why**

You must answer our questions about you, your vehicle and everyone who is insured under this insurance cover with honest and complete answers. If more than one person is named as the insured on the Certificate of Insurance, we will treat any statement, act, omission or claim made by any one of those people as a statement, act, omission or claim by all those persons.

## **Your duty of disclosure**

Prior to entering into an insurance contract with RAA you have a duty of disclosure. This duty of disclosure requires that when we ask questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know, and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

## **If you (or they) do not tell us something**

If you do not tell us anything that you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent,

we may refuse to pay a claim and treat the contract as if it never existed.

### **Rated driver**

You must answer honestly the name of the person who most regularly drives the vehicle.

### **You are responsible for keeping your details up to date**

You must tell us immediately if there has been a change to any of the following:

- accessories or tools
- the use of the vehicle
- who drives the vehicle
- ownership
- the vehicle's usual location

and if there have been any alterations, conversions or modifications to the vehicle.

### **Some events are not covered**

There are certain events and situations which are not covered.

To ensure you fully understand your cover you should read this Product Disclosure Statement (PDS) carefully including the section 'General exclusions' on pages 9-13.

### **21 day money back guarantee**

Should you not be happy with the cover you have chosen, we offer you a cooling-off period of 21 days. This means you can cancel your insurance policy within the first 21 days of the policy by notifying us in writing and requesting cancellation. If you have not made a claim within this time, we will give you a full refund of any premium you have paid.

### **When this cover applies**

For this insurance cover to be valid you must pay or agree to pay for the premium and observe the conditions set out in this PDS. This cover applies only for the period shown on your Certificate of Insurance.

### **Proof of ownership**

Keep your PDS and Certificate of Insurance together along with any proof of ownership and value in a safe place so that you can refer to them at any time.

### **If you don't understand**

Please contact us on 8202 4567 and thank you for trusting RAA with your vehicle insurance needs.

## Your cover at a glance

<b>Benefits</b>	<b>Third Party Property Car Insurance</b>	<b>Third Party Property Fire and Theft Car Insurance</b>
Baby capsule, booster and child seats		✓
Claims handled in South Australia	✓	✓
Flexible excess options	✓	✓
14 day change of vehicle	✓	✓
Freedom of choice of repairer	✓	✓
Genuine parts (OEM parts)	✓	✓
Hire car following theft (up to 21 days)		✓
Legal costs	✓	✓
Legal liability (up to \$20,000,000)	✓	✓
Legal liability for death or bodily injury (up to \$5,000,000)	✓	✓
Locks and keys (up to \$750)		✓
No fault excess	✓	✓
Recovery costs following theft		✓
Repairs guaranteed for life	✓	✓
Substitute vehicle	✓	✓
Towing and storage		✓
Please read the appropriate section of this PDS for full details of the level of cover.		

## Where to find

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## Third Party Property Car Insurance

If Third Party Property Car Insurance is shown on your Certificate of Insurance we will cover you for:

**Legal liability** Australia wide for loss or damage to other people's property, bodily injury or death caused by or arising out of the use of your vehicle. See 'Legal liability cover' on page 7 for details.

### **Additional benefits –**

- 14 day change of vehicle (see page 5)
- Legal costs (see page 5)
- No fault excess (see page 5)
- Substitute vehicle cover (see page 5).

**Loss or damage to your vehicle – Uninsured motorist extension** – damage to your vehicle caused by an uninsured driver/rider of an uninsured vehicle.

We pay for loss or damage if:

- the other driver/rider of the other vehicle is uninsured
- in our opinion the driver/rider of the other vehicle was more than 50% at fault, and
- you can supply:
  - the name and address of the other driver/rider, and
  - the registration details of the other vehicle.

Additional benefits: for claims made under the benefit – Uninsured motorist extension:

- Freedom of choice of repairer (see page 5)
- Genuine manufacturer's parts (see page 5)
- Repairs guaranteed for life (see page 5).

**General exclusions** – see pages 9–13 for details.

**Claims** – if we agree to pay your claim under ‘Uninsured motorist extension’ it will be our choice whether we will either:

- repair or pay you cash in lieu of repairing your vehicle to the condition your vehicle was in immediately before the incident, or
- replace or pay you cash in lieu of replacing your vehicle with a vehicle of the same or similar age, make, model and condition your vehicle was in immediately before the incident.

The maximum we will pay for the ‘Uninsured motorist extension’ benefit is up to \$3,000, for which we believe you are legally entitled to recover from the responsible owner or driver/rider of the other vehicle.

**Total loss** – When a total loss settlement has been made, the cover on your vehicle is cancelled with no refund of premium. We will deduct any outstanding premiums or remaining monthly instalment premiums for the 12 month contract from the settlement amount – see page 18 for details.

**Excess** – see page 23 for details.

**About the cost of the product** – see pages 25–27 for details.

## Third Party Property, Fire and Theft Car Insurance

If Third Party Property, Fire and Theft Car Insurance is shown on your Certificate of Insurance, in addition to those benefits shown under Third Party Property Car Insurance we will cover you for:

**Loss or damage to your vehicle** – loss or damage to your vehicle Australia wide caused by or arising from:

- fire
- theft or attempted theft.

### Additional benefits

- baby capsules, booster and child seats (see page 6)
- 14 day change of vehicle (see page 5)
- freedom of choice of repairer (see page 5)
- genuine manufacturer parts (see page 5)
- hire car following theft (up to 21 days) (see page 6)
- legal costs (see page 5)
- locks and keys (see page 6)
- no fault excess (see page 5)
- recovery costs following theft (see page 6)
- repairs guaranteed for life (see page 5)
- substitute vehicle cover (see page 5)
- towing and storage (if damage is caused as a result of fire or theft) (see page 6).

**General exclusions** – see pages 9–13 for details.

**Claims** – If we agree to pay your claim it will be our choice whether we will either:

- repair or pay you cash in lieu of repairing your vehicle to the condition your vehicle was in immediately before the incident, or replace or
- pay you cash in lieu of replacing your vehicle with a vehicle of the same or similar age, make, model and condition your vehicle was in immediately before the incident.



**Total loss** – When a total loss settlement has been made, the cover on your vehicle is cancelled with no refund of premium. We will deduct any outstanding premiums or remaining monthly instalment premiums for the 12 month contract from the settlement amount.

**The maximum we will pay is the sum insured shown on your Certificate of Insurance for any incident resulting in a claim for fire, theft or attempted theft.**

**Excess** – see page 23 for details.

**About the cost of the product** – see pages 25–27 for details.

## Additional benefits

We will cover you for:

**14 day change of vehicle** – a replacement vehicle, once you have disposed of your vehicle, for up to 14 days. Cover on the replaced vehicle ceases from the date of purchase of the replacement vehicle.

**Freedom of choice of crash repairer** – the freedom to choose your own crash repairer. See ‘Freedom of choice of repairer’ on page 14 for details. If you need guidance selecting a repairer we can provide you with a list of RAA Approved Repairers.

**Genuine manufacturer’s parts** – Original Equipment Manufacture (OEM) parts consistent with the age and condition of your vehicle. See ‘Genuine manufacturer parts’ on page 16 for details.

**Legal costs** – all legal costs and expenses incurred with our prior agreement in defending any civil court proceedings arising from an insured event.

**No fault excess** – a no fault excess if in our opinion you were not at fault and you can supply the details of the responsible driver/rider. See ‘No fault excess’ on page 24 for details.

**Repairs guaranteed for life** – guaranteed quality materials and labour used in repairs arranged by us at an RAA Approved Repairer, for the life of the vehicle. See ‘Repairs guaranteed for life’ on page 16 for details.

**Substitute vehicle** – loss or damage to other people’s property when you are driving an uninsured substitute vehicle instead of your vehicle. See ‘Substitute vehicle’ on page 7 for details.

If Third Party Property, Fire and Theft Car Insurance is shown on your Certificate of Insurance we will also cover you for:

**Baby capsules** – the replacement of a baby capsule, booster or child seat if it is damaged or stolen while it is fitted to your vehicle, as a result of an insured event.

**Hire car following theft** – the cost of hiring a similar replacement vehicle for up to 21 days if your vehicle is stolen. See 'Hire car following theft' on page 15 for details.

**Locks and keys** – up to \$750 for the replacement of car keys, central locking remote control and/or re-coding of locks of the insured vehicle if your keys are stolen and police investigations conclude they are unlikely to be found.

**Recovery costs following theft** – the transport costs agreed by us of returning your vehicle if recovered following a theft.

**Towing and storage** – the cost, in the event of fire, theft or attempted theft, for removal and storage of your damaged vehicle to the nearest repairer or place of safety and to any other place approved by us.

## Legal liability cover

### Loss or damage to other people's property

We will cover you for the amount which you may be held legally liable to pay for loss or damage to other people's property as a result of an incident caused by or arising out of the use of:

- your vehicle
- a trailer or caravan attached to your vehicle.

But we will not cover you for loss or damage to property owned or jointly owned by you.

### Substitute vehicle

We will cover you for the amount which you may be held legally liable to pay for loss or damage to other people's property when you are driving an uninsured substitute vehicle instead of your vehicle if:

- your vehicle is not drivable due to an incident or need for service or repair at the time, and
- the substitute vehicle is of similar type to your vehicle and is registered, and
- the substitute vehicle is in your legal custody and control but does not belong to you.

But we will not cover you for loss or damage:

- to the substitute vehicle
- to property owned by you.

### Liability of others

We will cover you for the amount which:

- any person driving, using or in charge of your vehicle with your permission
- any passenger in, or getting in or out of your vehicle
- your employer, principal or business partner may be held legally liable to pay for loss or damage to property as a result of an accident arising out of the use of your vehicle, attached trailer or attached caravan.

But we will not cover you for loss or damage:

- to property owned by these persons
- to property as a result of an accident arising out of the use of a substitute vehicle
- for any amounts that these persons are entitled to claim or receive under any other insurance cover or statute.

**The maximum that we will cover you for all legal liability claims arising from any one event is \$20,000,000 in total including all associated legal costs that we have approved.**

### **Legal liability cover for death or bodily injury**

We will cover you for the amount which you may be held legally liable for death or bodily injury to any person arising out of the use of your vehicle other than:

- any relative of yours, defacto of yours, or child of any defacto of yours
- any person ordinarily residing with you or with whom you ordinarily reside
- any employee, servant or agent of yours
- any contractor or sub-contractor employed or engaged by you.

But we will not cover you for death or bodily injury as a consequence of:

- the driving of your vehicle
- a collision or action taken to avoid a collision with your vehicle when stationary
- your vehicle running out of control
- any claim by any person in respect of death or bodily injury for which you are otherwise partly or wholly indemnified by any other insurance cover required by law.

**The maximum that we will cover you for all death or bodily injury liability claims arising from any one event is \$5,000,000 in total including all associated legal costs that we have approved.**

## General exclusions

### Alcohol and/or drugs

We will not cover you for loss, damage or liability whilst at the time of an accident your vehicle is being driven by any person:

- who is under the influence of any drug or intoxicating liquor
- whose blood alcohol percentage or breath analysis exceeds the concentration prescribed by law in the state or territory where the accident occurred
- who refuses to submit to an alcohol test, breath or blood analysis.

### Asbestos

We will not cover you for loss, damage or liability or personal injury arising directly or indirectly, out of or caused by, through or in connection with the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivative of asbestos.

### Breakdown

We will not cover you for loss, damage or liability for:

- mechanical breakdown (e.g. engine seizure)
- structural breakdown and/or failure (e.g. cracked chassis)
- electrical, electronic or computer module breakdown and/or failure (e.g. unexplained ECU failure)
- foreign substance and/or water in fuel (e.g. damage to fuel injectors, pump, pipes and components).

### Care

We will not cover you for loss, damage or liability:

- if the insured vehicle is not kept in good condition and reasonable care is not taken to protect or safeguard it from loss or damage
- if you do not take proper precautions to prevent further loss or damage following an accident.

### Consequential loss

We will not cover you for loss, damage or liability for consequential loss of any kind unless stated elsewhere in this PDS.

**Dangerous goods**

We will not cover you for loss, damage or liability caused by the discharge or escape of contaminants, pollutants or other dangerous goods from your vehicle unless they are substances you are legally allowed to carry.

**Defects**

We will not cover you for loss, damage or liability caused by:

- an inherent defect
- a defective or faulty part
- defective or faulty workmanship
- defective or faulty design
- defective or faulty manufacture or construction.

**Deliberate act**

We will not cover you for loss, damage or liability deliberately or intentionally caused by you or a person acting with your express or implied consent.

**Depreciation wear and tear**

We will not cover you for loss, damage or liability for depreciation, wear and tear, rust, corrosion or damage which has occurred over a period of time. This includes but is not limited to loss or damage which has occurred over a number of incidents, stone chips to paint, gradual structural fatigue, damage caused by pollution and/or water in fuel.

**Driving after an accident**

We will not cover you for loss, damage or liability resulting from your vehicle being driven by you after an accident or following a theft, in a damaged condition. This includes, but is not limited to, continuing to drive following an accident once your vehicle's warning devices have activated.

But we will cover you where you could not have reasonably detected the damage.

**Existing damage**

We will not cover you for the cost of repairing damage that existed before the incident occurred.

## **General exclusions** (continued)

### **Failure to advise of changes to your vehicle**

We will not cover you for loss, damage or liability if you fail to advise us of any alteration, conversion or modification from the maker's specifications of your vehicle that would be relevant to us in accepting the risk or continuing to insure your vehicle.

### **Fare, hire or reward**

We will not cover you for loss, damage or liability if your vehicle is being used to transport passengers or goods for fare, hire or reward (e.g. pizza delivery, courier, taxi etc.).

### **Following an incident**

We will not cover you for loss, damage or liability if following an incident, the driver or person in charge of your vehicle fails to report an incident to police as required by law or fails to remain at the scene of the incident long enough for interested parties to attend and/or to exchange relevant details.

### **Illegal act**

We will not cover you for loss, damage or liability resulting from, contributed to or caused by a criminal or illegal act by you or by a person acting with your express or implied consent.

### **Lawful seizure**

We will not cover you for loss, damage or liability caused by or as a result of lawful seizure or other operation of law.

### **Loss of use**

We will not cover you for loss, damage or liability because you cannot use your vehicle.

### **Loss of value**

We will not cover you for loss, damage or liability for any loss of value to your vehicle as a result of an accident, theft or repairs being performed.

### **Motor trade**

We will not cover you for loss, damage or liability if your vehicle is used in connection with the motor trade for experiments, tests, trials or demonstration or towing of another vehicle.



**Motor sport**

We will not cover you for loss, damage or liability if your vehicle is used for or being tested in preparation for any motor sport or driver training which takes place on a racetrack, unless approved by us.

**Non-standard accessories and modifications**

We will not cover you for loss, damage or liability for any non-standard tools, accessories and modifications, unless you have told us about them and we have specifically agreed to cover them and they are shown on your Certificate of Insurance.

**Outside the period of insurance**

We will not cover you for loss, damage or liability that occurs outside the period of insurance shown on your Certificate of Insurance.

**Overloading**

We will not cover you for loss, damage or liability if your vehicle is used to carry a greater number of passengers or to convey or tow a load in excess of that for which your vehicle was constructed or allowed by law.

**Radioactive contamination**

We will not cover you for loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

**Repairs performed without consent**

We will not cover you for loss, damage or liability for any repairs undertaken on your vehicle without our prior consent.

## **General exclusions** (continued)

### **Terrorism – pollution, contamination or explosion**

We will not cover you for loss, damage or liability in regards to acts of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- biological contamination, explosion or pollution
- chemical contamination, explosion or pollution
- nuclear contamination, explosion or pollution
- radioactive contamination, explosion or pollution.

### **Tyres**

We will not cover you for loss, damage or liability caused by application of brakes or road punctures, cuts or bursts to your tyres.

### **Unlicensed driver**

We will not cover you for loss, damage or liability if your vehicle is being driven by you or any person with your consent who is not complying with conditions of their driver's licence or not licensed to drive such a vehicle under all relevant Australian laws, by-laws and regulations.

### **Unsafe or unroadworthy**

We will not cover you for loss, damage or liability if your vehicle is used in an unsafe or unroadworthy condition and this caused or contributed to the loss.

But we will cover you where you could not have reasonably detected the lack of safety or unroadworthiness.

### **War**

We will not cover you for loss, damage or liability caused by war, other acts of foreign enemy (whether war is declared or not) or revolution. We will also not cover riot, looting or civil commotion following these incidents.

### **Wilful or reckless act**

We will not cover you for loss, damage or liability if your vehicle was being used in a manner that resulted in a deliberate exposure to exceptional danger, or any wilful or reckless act.

### **Your faulty workmanship**

We will not cover you for loss, damage or liability caused as a result of your faulty workmanship, incorrect or improper or lack of maintenance.

## **Claims** – How to make a claim if your vehicle has been damaged

### **How to make a claim if your vehicle has been damaged**

- Write down the details of all people involved in the incident, including the driver and passengers of other vehicles and witnesses. Ensure you have full names and addresses, registration numbers and insurance details.
- Notify the police of the incident.
- Call us as soon as possible on 8202 4575 and advise us of the claim.
- You must not say you are guilty or admit liability, negotiate, pay, authorise or settle a claim with anyone else.

### **Freedom of choice of repairer**

- RAA customers have the freedom to choose their own crash repairer. If your vehicle is safe to drive, take it to the repairer of your choice.
- If your vehicle is not safe to drive, have it towed to the repairer of your choice.
- For help in locating an RAA Approved Repairer call us on 8202 4575 or visit [www.raa.com.au](http://www.raa.com.au).
- Once your car is at a repairer and an estimate of the repair cost has been prepared we will send a qualified motor assessor to determine the best repair method.
- If we authorise repairs with your chosen repairer the repairer will begin work and keep you informed along the way.
- If for some reason your chosen repairer does not meet our standards for safety, quality, fairness, effectiveness and pricing standards, we will recommend another repairer or we will settle cash in lieu. See 'Damage and repairs – cash in lieu' on page 17 for details.

### **Once repairs have been completed**

If an excess has to be paid, generally it is easier to pay the repairer upon collection of your vehicle. See 'Excess' on page 23 for details.

### **Repairs guaranteed for life**

We provide a Lifetime Guarantee on the quality of materials and labour used by an RAA Approved Repairer. See 'Repairs guaranteed for life' on page 16 for details.

## **Claims** – How to make a claim if your vehicle has been stolen

### **How to make a claim if your vehicle has been stolen**

- Notify the police of the theft immediately.
- Call us as soon as possible on 8202 4575 and advise us of the claim.
- If you have Third Party Property, Fire and Theft Car Insurance you are entitled to a hire car for up to 21 days. See 'Hire car following theft' below for details.
- If your vehicle is not recovered within 21 days from the date the claim is lodged and we are satisfied with the details surrounding the theft, we will treat your vehicle as a total loss and settle your claim accordingly. See 'Total loss' on page 18 for details.
- Should your vehicle be recovered after we have settled your claim, the salvage remains the property of RAA.

### **Hire car following theft**

If you have Third Party Property, Fire and Theft Car Insurance we will cover you for the cost of hiring a similar replacement vehicle if your vehicle is stolen.

We will not cover you for hiring charges:

- incurred after the date of recovery of your vehicle, or
- after a total period of 21 days, or
- after the claim is settled,

whichever occurs first.

If you withdraw your claim or we refuse to accept it, you may have to pay any costs incurred for the hire of a vehicle following the theft of your vehicle.

## **Claims** – Common questions

### **Will your premium go up on renewal because you made a claim?**

Your premium will not be affected by any claim.

### **Will we cancel your policy if you make too many claims?**

We may decline to renew your insurance policy depending on the number and type of claims you make.

## **Claims** – How much do we pay?

### **Damage and repairs**

If we accept your claim it will be our choice whether we either:

- repair or pay you cash in lieu of repairing your vehicle to the condition it was in immediately before the incident, or
- replace or pay you cash in lieu of replacing your vehicle with a vehicle of the same or similar age, make, model and condition that your vehicle was in immediately before the incident.

### **Repairs guaranteed for life**

We guarantee the quality of materials and labour used in repairs arranged by us at an RAA Approved Repairer, for the life of the vehicle. The guarantee will be honoured while you are the registered owner of the vehicle and it is insured by RAA, from the completion date of repairs.

This guarantee covers:

- the effectiveness of all repairs carried out to restore the vehicle as near as practicable to its pre-incident condition – in accordance with the quotation that has been assessed by an RAA appointed assessor
- the cost of rectifying any defect in parts or materials supplied
- the cost of rectifying any faulty workmanship
- the cost of rectifying any other situation that RAA believes should be covered in the interest of good faith.

But we will not pay for:

- defects caused by natural wear and tear of the repaired surfaces
- rust or corrosion, unless directly attributable to the repair
- rectification work carried out by a repairer other than the original repairer unless agreed in advance by us.

The provision of this guarantee in no way limits the obligations of RAA or the RAA Approved Repairer under any obligations at law.

### **Genuine manufacturer parts**

We will cover you for repairs to new or used parts consistent with the age and condition of your vehicle, that comply with Australian safety standards. Where available and appropriate we will use Original Equipment Manufacture (OEM) parts consistent with the age and condition of your vehicle, with the exception of glass, radiators and airconditioning components where Australian compliant parts may be used.

## **Claims** – How much do we pay? (continued)

### **Contribution**

In addition to any applicable excess you may be required to contribute to the cost of repair of tyres, engines, accessories, paint work, body work, radiators, batteries or interior trims affected by wear and tear, rust, corrosion or damage which has occurred prior to the loss. The amount you may be required to pay is dependant on the condition of these items at the time of loss.

### **Pairs or sets**

If an insured item consists of a pair or set (e.g. alloy wheels), we only pay for the repair or replacement of the part lost, damaged or stolen.

### **Damage and repairs – cash in lieu**

If we agree to pay your claim after determining your vehicle is not a total loss and we decide to pay you cash in lieu we will either:

- pay you the assessed cost of repairing your vehicle to the condition your vehicle was in immediately before the incident, or
- pay you the assessed cost of replacing your vehicle with a vehicle of the same or similar age, make, model and condition that your vehicle was in immediately before the incident, less the value of the salvage.

Where we pay you cash in lieu of repairing or replacing your vehicle:

- the vehicle remains your property
- the cover on your vehicle will be downgraded to Third Party Property Car Insurance (excluding 'Uninsured motorist extension' – see page 1 for details) until you have carried out and supplied proof of full repairs
- we will not deduct any outstanding premiums or remaining monthly instalment premiums for the term of insurance from the settlement amount, however we will allow you to transfer any outstanding premiums to your replacement vehicle or the insurance cover may also be cancelled at your request
- if we agree to buy the damaged vehicle from you, the agreed amount will be added to your cash in lieu payment.

## **Total loss – Third Party Property, Fire and Theft Car Insurance**

Total loss means:

- your vehicle has been determined a statutory total loss, or cannot be repaired to a safe condition, or
- your vehicle has not been recovered after being stolen, or
- we determine the cost of repairs exceeds the sum insured less the value of the salvage.

If we agree to pay your claim after determining your vehicle is a total loss we will either:

- pay you or anyone with an interest in your vehicle up to the sum insured shown on your Certificate of Insurance (less any excesses or unpaid premium and any adjustment for GST provision), or
- replace your vehicle with a vehicle of the same or similar age, make, model and condition, and whilst attached to or within the vehicle, its tools, accessories and modifications that are standard equipment.

When a total loss payment has been made, your vehicle becomes our property and the cover on your vehicle is cancelled with no refund of premium. We will deduct any outstanding premiums or remaining monthly instalment premiums for the term of the insurance from the settlement amount. Where we agree for you to keep the salvage, we will deduct the value of the salvage from the settlement amount.

### **Credit provider's rights**

If we decide to pay cash and your vehicle is subject to finance, we may be required to pay some or all of this amount to the credit provider shown on your Certificate of Insurance.

## Claims – Examples of how your claim is paid

Following are some examples of how we calculate claim payments. These examples do not form part of your policy terms and conditions and are intended as a guide only as not all scenarios are covered.

### Example 1 – Total Loss – Vehicle stolen and not recovered

You have Third Party Property Fire and Theft Car Insurance and your vehicle has been stolen and has not been recovered. The agreed value shown on your Certificate of Insurance is \$3,000. The Voluntary excess on your policy is \$500.

What we pay	Information
Sum insured	\$3,000 Total loss means: <ul style="list-style-type: none"><li>▪ your vehicle has been determined a statutory total loss, or</li><li>▪ cannot be repaired to a safe condition, or</li><li>▪ your vehicle has not been recovered after being stolen, or</li><li>▪ we determine the cost of repairs exceeds the sum insured less the value of the salvage.</li></ul>
Less excess	-\$500 As your vehicle was stolen you are required to pay the Voluntary excess.
<b>Total claim</b>	<b>\$2,500</b>

See 'Claims – How much do we pay?' on page 16 for details.



### **Example 2 – Damage to your vehicle as result of an accident**

You have Third Party Property Car Insurance and while you are stationary, another vehicle collides with the rear of your vehicle. The other vehicle is not insured and in our opinion, the other vehicle was more than 50% at fault. You obtained the name and address of the other driver and registration number of the other vehicle. Damage to your vehicle has been assessed and the repair cost is \$1,600. The Voluntary excess on your policy is \$500.

<b>What we pay</b>		<b>Information</b>
Damage to vehicle	\$1,600	The vehicle is deemed repairable and the maximum we will pay under the 'Uninsured motorist extension' benefit is up to \$3,000
Less excess	-\$0	Voluntary excess does not apply as you are considered not at fault in the accident
<b>Total claim</b>	<b>\$1,600</b>	
<b>Total cost to RAA</b>	<b>\$1,600</b>	

See 'Claims – How much do we pay?' on page 16 for details.

### **Example 3 – Damage to a third party as result of an accident**

You have Third Party Property Car Insurance and whilst attempting to park your vehicle you collide with a vehicle parked behind you. The damage to the other vehicle has been assessed and the repair cost is \$4,800. You are over 25 years of age and were the driver at the time of the accident. The Voluntary excess on your policy is \$500.

<b>What we pay</b>		<b>Information</b>
Damage to the other vehicle	\$4,800	The vehicle is deemed repairable.
Less excess	-\$500	You must pay the Voluntary excess.
<b>Total claim</b>	<b>\$4,800</b>	Paid to the third party for repairs.
<b>Total cost to RAA</b>	<b>\$4,300</b>	

See 'Claims – How much do we pay?' on page 16 for details.

## Claims – Examples of how your claim is paid (continued)

**If a 23 year old was driving the vehicle at the time, the claim would be paid as follows:**

<b>What we pay</b>		<b>Information</b>
Damage to the other vehicle	\$4,800	The vehicle is deemed repairable.
Less excess	-\$500	You must pay the Voluntary excess.
Less Non-removable age excess	-\$500	You must pay the Non-removable age excess as the driver is between 22 years and 24 years of age.
<b>Total claim</b>	<b>\$4,800</b>	Paid to the third party for repairs.
<b>Total cost to RAA</b>	<b>\$3,800</b>	

See 'Claims – How much do we pay?' on page 16 for details.

### **Example 4 – Damage to someone else's property as a result of an accident**

You have Third Party Property Fire and Theft Car Insurance and when you are driving out of a friend's driveway, you accidentally hit and damage their fence. Your bumper bar is scratched. Your friends have obtained a quote for \$3,350 for repairs to the fence. Damage to your vehicle is not covered as you only have Third Party Property Fire and Theft Car Insurance. The Voluntary excess on your policy is \$500.

<b>What we pay</b>		<b>Information</b>
Damage to the other person's property	\$3,350	The quote for repairs to the fence has been supplied to RAA and we consider the quote to be reasonable.
Less excess	-\$500	Voluntary excess applies as you are considered at fault in the accident and you are over 25 years of age.
<b>Total claim</b>	<b>\$3,350</b>	
<b>Total cost to RAA</b>	<b>\$2,850</b>	

See 'Claims – How much do we pay?' on page 16 for details.

## **Claims** – Your obligations

### **What you must do**

You must:

- establish that an insured event or incident has occurred
- do everything reasonable to limit and prevent further loss or damage
- provide us with all necessary assistance we may need in handling the claim and in our efforts to recover any money paid by us, which may include:
  - completing a claim form
  - providing written statements or any correspondence regarding the claim including notice of any pending court proceedings or offers of settlement
  - providing proof of ownership and value
  - cooperating with our assessors and investigators and attending court to give evidence.

You must not:

- carry out or authorise repairs
- dispose of any damaged property.

### **What may affect your claim**

If you or any other insured person does not assist us with your claim or comply with any condition of this insurance cover, we may reduce or refuse to pay your claim including:

- if you admit liability to anyone else
- if you negotiate, pay or settle a claim with anyone else
- if you or any other person makes a false or fraudulent claim.

As permitted by law, we may also cancel this insurance cover.

### **Withdrawing your claim**

If you withdraw your claim or we refuse to accept it, you may have to pay any costs you have incurred as a result of the incident as well as the investigation of the claim.

### **Legal rights**

We have full discretion in the conduct, defence or settlement of any claim and to take any action in your name to recover any money paid by us.

## **Excess**

An excess is the amount you may have to contribute towards each claim and is shown on your Certificate of Insurance. We will only provide insurance cover if the amount of the claim is more than the excess payable.

We will choose whether the excess is:

- paid by you to us when we request it
- deducted from the amount we pay you
- paid by you to a supplier or repairer on our request.

Where loss or damage caused by a single incident gives rise to a claim under more than one part of your cover we will only ask you to pay one excess. Where the excesses are different, you pay the highest excess.

### **Voluntary excess**

Unless stated elsewhere in this PDS the Voluntary excess is payable for each claim you make. See 'No fault excess' on page 24 for details.

### **Non-removable Age excess**

You may have to pay this in addition to the Voluntary excess if the person driving or in charge of the insured vehicle at the time of the accident was within the ages set out for a young driver on your Certificate of Insurance.

You will not have to pay a Non-removable age excess for any loss or damage caused by:

- fire
- impact whilst the vehicle is parked or unattended
- an uninsured driver/rider of an uninsured vehicle.

See 'Uninsured motorist extension' on page 1 for details.

### **Non-removable Endorsed excess**

If a 'Non-removable endorsed excess' is shown on your Certificate of Insurance you may have to pay this in addition to your Voluntary excess. See 'No fault excess' on page 24 for details of when you do not have to pay your excess.

## **No fault excess**

### **Non-removable Theft excess**

If Non-removable theft excess is shown on your Certificate of Insurance you may have to pay a Non-removable theft excess in addition to your Voluntary excess in the event of a theft or attempted theft of your vehicle and whilst attached to or within the vehicle, its tools, accessories and modifications that are standard equipment, and any other tool, accessory or modification specifically agreed by us and shown on your Certificate of Insurance.

### **No fault excess**

You do not have to pay an excess for a claim if:

- in our opinion the driver/rider of the other vehicle was more than 50% at fault and, you can supply:
  - the name and address of that driver/rider, and
  - the registration details of the other vehicle.

## **About the cost of the product**

### **Premium**

The premium is the amount you pay to obtain the insurance cover. All premiums include any compulsory government statutory charges, levies, duties and taxes where applicable. Minimum premiums apply.

### **How to save money on the cost of insurance**

The information you give us may affect how the risk is assessed and therefore the cost of the premium. Please check your Certificate of Insurance to ensure all information is correct. You may qualify for one or more of the discounts and rewards offered by us. If the information is not correct please call us immediately on 8202 4567.

Reduce your premium by increasing your Voluntary excess. Call RAA on 8202 4567 and we will explain the excess options available to you.

## About the cost of the product (continued)

### How do we calculate the cost of insurance?

The amount you pay for insurance depends on the type of cover and optional cover you choose along with the following rating factors:

<b>Rating factor</b>	<b>Possible impact</b>
Age of the rated driver	Higher premiums may be charged to drivers of a certain age due to the average amount of claims made by other drivers of the same age.
Discounts & rewards	You may qualify for one or more of the discounts and rewards offered by us.
Driving history	Drivers with different levels of experience and number of accidents may attract different premiums or excess.
Excess	You can reduce your premium by increasing your Voluntary excess. You can increase your premium by reducing your Voluntary excess.
Garaging address	Areas with a high theft or accident risk may attract higher premiums.
Type of vehicle and its accessories/modifications	Average repair costs and theft rates of vehicles are major rating factors in car insurance.
Vehicle use	Using your vehicle for business may increase your premium.

### Changes in premium

Each time you renew your insurance your premium is likely to change, even if your personal circumstances have not changed. This is because premiums are affected by many factors including:

- the cost of claims we have paid to other customers
- the cost of claims we expect to pay in the future
- any changes in government taxes, levies or charges
- the cost of running our business.

### **Altering your policy**

You may ask us to make a change to your policy at any time. We will not charge or refund any premium less than \$20.00.

### **Cancellation by you**

You can cancel your insurance at any time. The cancellation takes effect on the date we receive your request. Please note:

- If you have paid an annual or 6 monthly premium, we will refund any unused premium (unless a total loss has been paid). We will not refund any premium less than \$20.00.
- If you have been paying monthly, we will not pay a refund.

### **Cancellation by us**

We may cancel your insurance at any time as permitted by law. We will refund any unused premium (unless a total loss has been paid). In cases of fraudulent non-disclosure or fraudulent misrepresentation by you or any other person covered by this insurance cover, we may avoid the insurance cover from its inception in accordance with the *Insurance Contracts Act 1984*.

### **Goods and Services Tax (Government charge)**

All amounts insured shown on your Certificate of Insurance include Goods and Services Tax (GST). If you make a claim you must tell us of any entitlements you may have to input tax credits on this policy. We will not cover any GST, fine, penalty or charge if you provide incorrect information to us. If you are or would be entitled to claim any input tax credits for the repair or replacement of insured property, we will reduce any settlement offer by the amount of that input tax credit.

### **Investigation fees**

If your claim has been investigated and you withdraw your claim or we refuse to accept it, you may have to pay any costs incurred for the investigation of your claim.

### **Other Government charges**

All premiums shown include any compulsory government statutory charges, levies, duties and taxes where applicable.

## **About the cost of the product** (continued)

### **Payment of premium**

#### **Annually/6 monthly:**

You must pay by the due date shown on your Certificate of Insurance. If you do not pay the premium by the due date the cover will not come into force.

If payment is received after the due date we may return the payment we receive or we may accept the payment and commence cover from the date we receive your payment.

#### **Fee free monthly payments:**

You must pay each instalment by the due date. We may deduct 2 payments in the first month depending upon your monthly payment date.

If an instalment remains unpaid for 14 days we may refuse your claim.

The instalments must not remain unpaid for more than 1 month or we will cancel your insurance.

If we do not receive full payment of your premium together with all applicable charges and taxes then the term of the cover will be reduced in line with the amount you have paid.



## Definitions

**Accidental loss or damage** means loss or damage as a result of an occurrence which is neither expected nor planned by you. It includes a series of occurrences arising out of one event.

**Business use** means any vehicle which is registered as a business vehicle or is used for any income earning purposes.

**Certificate of Insurance** means the latest Certificate of Insurance we have given you. It sets out your details, the insurance covers you have chosen and any special conditions, which to understand the full extent of cover must be read together with the PDS and direct debit authority you give us for the payment of your premiums.

**Consequential loss** means indirect loss i.e. not directly caused by loss, theft or damage to property, but arising as a result of such loss, theft or damage.

**Cover you** means to put you back into (so far as possible) the same financial position you were in prior to the loss, with due allowance for wear and tear, depreciation and betterment. It does not mean new for old.

**Driver** means and person operating, using or in charge of your vehicle.

**Excess** means the amount you have to contribute towards each claim.

**Family** means the following people who permanently reside in your home:

- your spouse (legal or defacto)
- your and/or your spouse's children, parents, grandparents, grandchildren, brothers and sisters.

**Market value** means what it would cost to obtain a vehicle of a similar make, model and condition including any tools, accessories or modifications specifically agreed by us and shown on your Certificate of Insurance, before the time of loss. In determining the market value, the internet, newspapers and industry guides may be used.

**Modification** means any alteration or addition to the body, wheels, tyres, rims, engine, exhaust, extraction system, drive train, paintwork, suspension, instruments, sound system, interior, or any other work that changes the performance, security or value of the vehicle.

**PDS** means Product Disclosure Statement.

## Definitions (continued)

**Premium** means the amount you pay to obtain the insurance cover. All premiums include any compulsory government statutory charges, levies, duties and taxes where applicable.

**Private use** means any use other than business use. See 'Business use' on page 28 for details.

**Rated driver** means the person named on the Certificate of Insurance as the driver used to determine the premium. This is the most regular driver of the vehicle.

**Trailer** means a vehicle designed to be towed by a motor vehicle and designed to transport goods.

**We, our, us, RAA** means RAA Insurance Limited (Incorporated in South Australia) ABN 14 007 872 602, trading as RAA Insurance.

**You, your** means the person, persons, company or companies shown as the insured on the Certificate of Insurance. For 'Legal liability' and 'General exclusions', the terms 'you' and 'your' are extended to include any person you authorise to drive, or passenger in your vehicle.

**Your home** means the residential address shown on your Certificate of Currency.

**Your vehicle** means the vehicle described in the Certificate of Insurance and whilst attached to or within the vehicle, its tools, accessories and modifications that are standard equipment, and any other tool, accessory or modification specifically agreed by us and shown on your Certificate of Insurance.

## Customer care

### **If you have a complaint or query**

We want you to be satisfied with your insurance. If you have a problem or are unhappy with something to do with an RAA insurance product or service, we would like to speak with you about it; **please contact us on 8202 4567.**

The matter will be referred to the relevant manager or, if necessary, to our Internal Dispute Resolution (IDR) Committee who both have the appropriate authority to deal with disputes. If the matter is referred to the IDR Committee you will be advised of the committee's decision within 15 working days.

If your problem or complaint can't be resolved directly with us, you will be referred to the Financial Ombudsman Service (FOS). This is a free service to you and is a totally independent and impartial body. You can contact them at **www.fos.org.au** or **phone 1300 780 808.**

Before a complaint is investigated by the FOS, they will request that you first talk to us to give us the opportunity to resolve the matter.

### **General Insurance Code of Practice**

RAA is committed to the General Insurance Code of Practice (the Code), which aims for the best standards of services possible and promotes better relations between customers and insurers. The Code describes standards in areas like buying insurance, responding to disasters, claims handling, complaints handling, monitoring and enforcement.

For more information on the General Insurance Code of Practice, you can access information via the Insurance Council of Australia Limited website at **www.insurancecouncil.com.au** or **phone (02) 9253 5100.**

## **Customer care** (continued)

### **Privacy of your personal information**

RAA and RAA Insurance collect and use your personal information to process your membership application, service your membership, offer other RAA products or services to you and, in relation to insurance, to assess the risk you present to us and to deal with any claims. If you do not provide us with this information, we may not be able to process your application, give you the full range of membership benefits, provide insurance to you or process any claims. We may disclose your personal information to external service providers. Also, for insurance customers, we may collect from, and disclose information about you to, other insurers or any insurance reference bureau.

Our Privacy Policy can be found on the RAA website ([raa.com.au](http://raa.com.au)). Please call us on **08 8202 4567** if you have any queries or if you wish to gain access to your personal information that we hold.

### **Consents**

RAA has obtained the consents of the Insurance Reference Service Ltd and the Financial Ombudsman Service (FOS) for the references to them in this PDS. This consent was not withdrawn before the preparation of this PDS was completed.

### **Financial Claims Scheme**

Your policy may be considered a 'protected policy' under the Financial Claims Scheme (FCS). This means that if in the unlikely event we become insolvent, you may be entitled to payment under the FCS should you meet certain eligibility criteria. Information about the FCS can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) or by calling **1300 13 1060**.

# Direct Debit Request Service Agreement

## **The agreement**

By completing a Direct Debit Request you are authorising RAA (User ID number 046 548) to debit amounts due from your nominated account for the product/service specified below. Payments will be debited from your account as authorised in the Direct Debit Request form.

## **Changing the agreement**

**Change by us:** We will provide 14 days notice if there are any changes to these arrangements.

**Change by you:** If you wish to alter, delay or cancel your direct debit please contact us at least 10 days prior to your next debit date. Alternatively you may contact your financial institution.

**Renewal:** You will be sent a renewal certificate prior to the expiry of your contract. Instalments will continue to be debited from your account unless you notify us.

## **Account details**

Please be aware:

- Direct debiting is not available on all accounts
- Account details should be checked against a recent statement to ensure they are correct.

If there is any doubt please check with your financial institution before completing this application.

## **Weekends or public holidays**

Payments falling due on a weekend or public holiday will be debited the next business day.

## **Ensure you have funds available**

You are responsible for ensuring your account has sufficient cleared funds to pay each debit on the day it is due.

If there are insufficient funds in your account and your financial institution dishonours the debit RAA may pass on to you any fees and/or costs incurred. Please tell us if you change or close your account or if you will not have funds available on the day your debit is due.

## **Direct Debit Request Service Agreement** (continued)

### **Overdue payments**

- If a direct debit is returned unpaid by your financial institution we will attempt to debit again the original amount and any fees charged to us or we will contact you to make alternative arrangements.
- If any instalment payment is overdue by one month or more, your cover will be cancelled.
- We may cancel the Direct Debit arrangement if 3 or more debits are returned unpaid.

### **Your privacy**

We will keep all information relating to your account confidential. You consent to us using or releasing your account information to investigate any enquiries relating to possible incorrect debits.

### **If you have a complaint regarding a direct debit transaction**

If you wish to dispute a debit which has been made from your account please contact us. If you are not satisfied with our response you may also contact your financial institution.

### **Definition**

In this agreement, 'RAA' means if the product/service specified below is:

An insurance product, RAA Insurance Limited (ABN 14 007 872 602, AFSL No. 232 525); or

Not an insurance product, Royal Automobile Association of South Australia Inc (ABN 90 020 001 807).

## Membership Terms and Conditions

By holding an insurance product with RAA you automatically qualify for RAA membership. Below are the terms and conditions that relate to your membership.

- a. By purchasing a qualifying RAA product, you agree to become a member of RAA and to be bound by the Constitution of RAA (**available at [raa.com.au](http://raa.com.au)**).
- b. You authorise any officer of RAA to execute any document on your behalf necessary or desirable to facilitate you becoming a member of RAA.
- c. You acknowledge that if you cease to be a member of RAA, RAA may terminate this Agreement in accordance with clause 31 of the Constitution.
- d. If you cease to hold a relevant RAA product that qualifies you to remain a member of RAA and otherwise do not qualify to be a member of RAA, pursuant to the Constitution of RAA or the regulations made under that Constitution, you irrevocably agree to immediately resign as a member of RAA and acknowledge that you cease to be entitled to any rights and privileges associated with that membership.
- e. In the event of the circumstances set out in paragraph (d) above, and in order to secure RAA's rights under paragraph (d), in consideration for RAA admitting you as a member, you irrevocably authorise any officer of RAA to execute on your behalf any document necessary or desirable to effect your resignation as a member of RAA, including giving a notice of resignation under clause 6.2 of the Constitution of RAA.

## Notes



## Notes

## Notes

## Visit a local

[raa.com.au](http://raa.com.au) > 8202 4567

### Metropolitan shops

#### Adelaide

41 Hindmarsh Square

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#### Colonnades

Shop 25, Centro Colonnades

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#### Elizabeth

Shop 147,  
Elizabeth Shopping Centre

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#### Marion

Shop 2042, Westfield Marion

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#### Mile End

101 Richmond Road

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#### Modbury

33 Smart Road

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#### West Lakes

Shop 31, Westfield  
West Lakes

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This PDS has  
been printed on  
environmentally  
friendly paper.

### Country shops

#### Berri

16 Wilson Street

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#### Broken Hill

320 Argent Street

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#### Clare

280 Main North Road

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#### Gawler

151 Murray Street

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#### Kadina

62 Graves Street

---

#### Mount Barker

22–26 Adelaide Road

---

#### Mount Gambier

55 Commercial Street West

---

#### Murray Bridge

19 Bridge Street

---

#### Naracoorte

88 Stewart Terrace

---

#### Port Augusta

7 Caroon Road

---

#### Port Lincoln

2 Liverpool Street

---

#### Port Pirie

129 Ellen Street

---

#### Renmark

49 Renmark Avenue

---

#### Victor Harbor

66 Ocean Street

---

#### Whyalla

85 McDouall Stuart Avenue

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## Talk to a local

### Phone

To obtain a quote or to make a change **8202 4567**  
to your policy or country freecall **1300 88 4567**

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**Claims**  **8202 4575**

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**Fraud Hotline**  **8202 4780**

### Call in to any RAA Shop

See inside back cover for shop listings.

## Payment options



#### BPAY biller code

575902



#### Pay by mail

GPO Box 1499  
Adelaide SA 5001



#### Pay by the month

Have your premium deducted by direct debit from your bank, building society, credit union or credit card account.

Call 8202 4567



#### Pay by phone

1300 729 722



#### Pay on-line

[raa.com.au](http://raa.com.au)



**[raa.com.au](http://raa.com.au)**



**8202 4567**

The Third Party Car Insurance products in this PDS are prepared, issued and underwritten by RAA Insurance.

Prepared 1 September 2016. Effective date 1 October 2016.

RAA Insurance Limited (trading as RAA Insurance) ABN 14 007 872 602  
AFSL 232525

101 Richmond Road, Mile End SA 5031