



Comprehensive H2P Insurance

Product Disclosure Statement



We are here to help

To get a quote or to make a change to your Policy, call **8202 4567** or free call from the country on **1300 884 567**.

Claims 8202 4575

Fraud Hotline 8202 4780

About this PDS

This Product Disclosure Statement (**PDS**) contains important information to give you a better understanding of Comprehensive H2P Insurance. This is to be read together with your Certificate of Insurance to ensure the product you are buying is right for you. When you purchase a Comprehensive H2P Insurance Policy, this PDS and your Certificate of Insurance form an agreement between us and you, and we enter a contract which is called a Policy (**Policy**).

It is important to know that we may make changes to the PDS that do not negatively affect your Policy without telling you. If needed, we will issue a supplementary or replacement PDS. If you would like to be updated of any changes to this PDS, you can request a free copy of our PDS by calling us on **8202 4567** or you can obtain a PDS online by visiting **raa.com.au**

The Policy and this PDS are prepared, issued and underwritten by RAA Insurance Limited ABN 14 007 872 602 AFSL 232525 (**RAA Insurance**).

Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807 (**RAA Group**) arranges the issue of RAA Insurance products on behalf of RAA Insurance.

Prepared 30 August 2021. Effective date 30 September 2021.

All capitalised terms, and some others, used throughout this PDS are defined in the Glossary on page 53.

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Customer care

General Insurance Code of Practice

RAA Insurance is committed to following the General Insurance Code of Practice (**The Code**), which aims to achieve the best standards of service 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 Code, contact the Insurance Council of Australia at insurancecouncil.com.au or by calling **02 9253 5100**.

Privacy of your personal information

RAA Insurance handles personal information in accordance with the *Privacy Act 1988 (Cth)*, including the Australian Privacy Principles, and we will deal with personal information in accordance with the RAA Privacy Policy.

RAA Insurance, its agents (including RAA Group) and third-party service providers may collect information from you or our agents.

RAA Insurance will use your personal information to issue and manage your Policy, to assess the risk you present to us, to process and settle claims, to offer other products and services to you (including from RAA Group or other service providers and intermediaries), to manage our ongoing relationship with you, to provide you with marketing and promotional communications in accordance with your preferences, and otherwise as necessary for our business purposes.

If you do not provide us with this information, we may not be able to issue your Policy or provide our other products and services to you, give you the full range of membership benefits, or process any claims under your Policy.

We may disclose your personal information for such purposes to third parties who provide services to RAA Group or RAA Insurance, and as otherwise required or permitted by law. This may include disclosure of your personal information to recipients located overseas (including the United States or Europe).

Our Privacy Policy contains information about how you may seek access to or provide correct personal information that RAA Insurance holds about you. It also sets out how you may complain about a breach of the Australian Privacy Principles by RAA Insurance, its agents (including

RAA Group) or service providers, and how we will handle such a complaint.

If you provide us the personal information of another person, we will assume you have the appropriate consent or authorisation to give this information to us.

By providing personal information, you, and any other person you give personal information for, consent to the uses and disclosures set out in our Privacy Policy. If you wish to withdraw your consent, please contact us.

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.

You can get information about the FCS from the Australian Prudential Regulation Authority (**APRA**) at apra.gov.au or by calling **1300 558 849**.

Support for our members

We understand that you might need extra support at certain times in your life. This could be due to physical or mental health issues, family violence, language, literacy or cultural barriers, living in a remote location or financial distress. We are committed to being there for our members, which is why our staff are trained to identify and assist those who find themselves in vulnerable situations.

If your Policy is held jointly with another person and you suffer loss from an Incident due to the mental illness, substance abuse, or malicious conduct of that other person we will take this into account when we assess your claim. In these circumstances we may make an ex-gratia payment to you even if we are not legally required to meet your claim.

If you are experiencing difficulties, please let us know, so that we can help support you. Further information about the support we provide is available at raa.com.au

Customer care (continued)

How to resolve a complaint or dispute

We want you to be happy with your insurance. If you have a complaint or dispute and are unhappy with something to do with your Policy or our service, we would love to hear from you.

To make a complaint please call us on **8202 4567** (Policy) or **8202 4575** (Claims) and speak with one of our consultants, as they may be able to resolve your complaint. You can also make a complaint at one of our shops or by writing to us at **membersupport@raa.com.au** or 101 Richmond Road, Mile End, SA 5031.

Your complaint will be handled by a person with appropriate authority, knowledge and expertise. We will tell you the name and the contact details of the person assigned to liaise with you about your complaint.

We will keep you informed about the progress of your complaint at least every 10 Business Days, unless it is resolved earlier, or you agree to a different timeframe.

If your complaint cannot be resolved directly with us or remains unresolved 30 days from when you first lodged the complaint, we will tell you the reasons for the delay and the contact details for the Australian Financial Complaints Authority (**AFCA**). You can seek an external review by contacting AFCA. Before a complaint is investigated by AFCA, they will ask that you first talk to us, so that we will have an opportunity to resolve the matter.

AFCA is a free service and is an independent and impartial body. You can contact AFCA at:

Website: afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Fax: 03 9613 6399

Mail: Australian Financial Complaints Authority Limited,
GPO Box 3 Melbourne, VIC 3001

Further information about our processes for handling complaints is available at **raa.com.au**

Important things you should know

Your duty to take reasonable care not to make a misrepresentation

We will ask you questions before we agree to insure you or renew, extend, or vary your Policy. When answering those questions and providing information to us you have a legal duty to take reasonable care not to make a misrepresentation to us.

You have this duty until we agree to insure you or until we agree to renew, extend, or vary your Policy.

The answers and information you provide to us are relevant to our decision to insure you so it is very important that you answer all of the questions fully, honestly and accurately.

We may consider that you have breached your legal duty if any of the answers or information you provide to us are inaccurate, false or misleading, or if you withhold information from us.

When you receive an insurance renewal, we will ask you if any of the information you have previously provided for your Policy has changed. We will ask you to tell us about any change to this information or confirm that there is no change. At that time you also have a duty to take reasonable care not to make a misrepresentation to us.

Again, the answers and information you provide when you receive an insurance renewal are relevant to our decision to insure you so it is very important that you answer them fully, honestly and accurately and that you provide the correct information.

If you breach your duty to take reasonable care not to make a misrepresentation

It is very important that you answer all of our questions fully, honestly and accurately as there can be significant consequences if you fail to do so.

If you breach your duty to take reasonable care not to make a misrepresentation, we may cancel your Policy or reduce the amount we will pay you if you make a claim, or both.

If your breach is fraudulent, we may refuse to pay a claim and treat the Policy as if it never existed.

Your responsibility

It is your responsibility to take reasonable care to give us the correct information.

Please check any Certificate of Insurance we send you to make sure the information you have given us is correct.

Important things you should know (cont.)

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 of those persons.

Joint Holders of a Policy

If more than one person is named as the Insured on the Certificate of Insurance, each person is a joint holder of the Policy and referred to as a Co-Insured.

Each Co-Insured authorises us to share their personal information and information regarding the Policy with the other Co-Insured(s). You may revoke this authorisation at any time during the term of the Policy by contacting us.

Each Co-Insured may make changes to the Policy, but they're not allowed to remove the other Co-Insured(s) from the Policy without consent of the other Co-Insured(s). If you seek to cancel or make changes to a Policy, we may consult with any other Co-Insured but we are not obliged to.

Delegated Authority

A Delegated Authority is someone who is appointed by you to act on your behalf. Delegated Authorities are authorised to enquire about and make adjustments to a Policy and to lodge and manage claim(s) on behalf of you. **Delegated Authorities are not permitted to initiate or cancel a Policy.** Delegated Authorities can only be appointed by written or verbal authority of the Insured, and the authority will continue until a written or verbal request is made to remove the authority.

Driver(s) under the age of 25

Unless it is specifically endorsed on your Certificate of Insurance, this Policy will not Cover you for Driver(s) under 25 years of age.

Information which may affect your Policy

During the term of your Policy, you must tell us immediately if there has been a change to any of the following:

- Accessories or Modifications to your Vehicle;
- the use of your Vehicle, including any Business Use;
- the Named Driver(s) of your Vehicle;
- storage location of your Vehicle;
- ownership of your Vehicle;

- claims history relating to you, any Co-Insured or Named Driver(s) (including where any subsequent claims are denied under a different policy);
- driving history relating to you, any Co-Insured or Named Driver(s) (including any new driving offences or conditions applied to your licence);
- criminal history relating to you, any Co-Insured or Named Driver(s) (including any new offences, charges or convictions);
- condition of your Vehicle – including any Damage to the vehicle (whether the subject of a claim or otherwise); and/or
- whether your Vehicle is subject to finance.

If a change to any of these factors occurs:

- you may need to make a change to your Policy;
- you may need to pay an additional Premium and/or Excess;
- we may cancel your Policy; and/or
- we may decide not to renew your Policy.

If you do not advise us of these changes and we find out, we may cancel your Policy or reduce the amount we will pay for a claim under this Policy.

Is this Policy right for you?

We have made a target market determination for this product. It is a document that describes who this product is suitable for. You can view it at raa.com.au

Please consider the terms of this PDS and our target market determination to ensure this Policy is right for you.

Cooling-off Period

If you are not happy with the cover you have chosen, we offer a Cooling-off Period of 21 days. This means you can cancel your Policy within 21 days of the Inception Date set out on your Certificate of Insurance (Cooling-off Period) by telling us and requesting cancellation. If you cancel during the Cooling-off Period, and you have not made a claim within the Cooling-off Period, we will give you a full refund of any Premium you have paid. If you make a claim during the Cooling-off Period, you are deemed to have waived your right to cancel the Policy.

If you do not tell us of your decision to cancel within the Cooling-off Period, the Policy will remain active from the

Important things you should know (cont.)

Inception Date and you must pay your Premium. Failure to pay your Premium, if due within the Cooling-off Period, will not constitute a request to cancel your Policy.

The Cooling-off Period is only applicable for new business and does not apply to renewal of a Policy.

Term of your Policy

Your Policy will start on the Inception Date and continue for a term of either 6 or 12 months at your election. The Inception Date and Expiry Date are shown on your Certificate of Insurance. Before your Policy expires, we will send you information about the next term of insurance.

When this Policy comes into effect

The Policy (i.e. the contract between you and us) is formed when you receive your Certificate of Insurance. The Policy applies from the Inception Date shown on your Certificate of Insurance.

What is covered by this Policy?

The Policy applies to your Vehicle and will apply for the benefit of you and any Co-Insured. The Policy covers you and anyone else you have authorised to drive your Vehicle, not just the Named Driver(s). This Policy will not Cover you for Drivers under the age of 25 unless they are endorsed on your Certificate of Insurance. There are specific exclusions set out in the descriptions of each element of the Policy, which are additional to the General Exclusions of the Policy (see pages 31–37). Depending on your circumstances, there may also be some specific variations/exclusions or additional Excess requirements set out on your Certificate of Insurance. Carefully read the details listed on your Certificate of Insurance to make sure you are comfortable with the information you have provided, together with any variations/exclusions or additional Excess requirements.

What is not covered by my Policy?

There are certain Incidents that are not covered by your Policy.

These are either:

- excluded from the definitions or descriptions of loss or damage to your Vehicle, Legal Liability, Additional Benefits, Optional Cover in the relevant section of this PDS; or
- set out in the section ‘General Exclusions’ on pages 31–37.

What is the cost to me?

When you take out the Policy, you will need to pay the Premium.

The amount of the Premium will depend on a number of factors including, for example, details of your Vehicle or Named Driver(s). This is described further on pages 9–10.

If you make a claim under the Policy you may be required to contribute to the cost of the claim by paying what is known as an Excess. This is described further on pages 13–15.

If you make a claim, and you then withdraw your claim or we refuse to accept it, you may be required to pay any costs we have incurred in connection with processing the claim. This is described further on page 40.

Does my Policy cover Business Use?

If your Vehicle is used for any Business Use or purpose other than Private Use, you must disclose this information to us as we may not offer a Policy to cover this, or additional conditions may apply to your Policy (for example, exclusions or additional Excess requirements). This includes situations where you lease, hire or lend Your Vehicle to another person for Business Use and where you or someone else uses your Vehicle for Rideshare Service purposes.

If we agree to extend your Policy to cover your Vehicle for Business Use, it will be noted on your Certificate of Insurance.

Credit provider's rights

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

Defined Terms

All capitalised terms used throughout this PDS have the definition as set out in the Glossary on page 53. We have also included definitions for 'you', 'your', 'we', 'our' and 'us' in the Glossary.

We are here to help

If you have any questions, give us a call on **8202 4567**.

About the Premium

Premium

The Premium is the amount you pay for the Policy. All Premiums include any compulsory government statutory charges, levies, duties and taxes where applicable. A minimum Premium applies for every Policy. The information you give us may affect how the risk is assessed, and therefore the amount of the Premium payable. Check your Certificate of Insurance to make sure all information is true and correct. If the information is not true and correct, call us immediately on **8202 4567**.

How we calculate the Premium for insurance

The base Premium that you pay for your Policy will depend on the following factors (among others):

Premium Factor	Possible Impact
Age and gender of Named Driver(s)	The age and gender of Named Driver(s) may affect the Premium.
Discounts	You may qualify for one or more of the discounts offered by us.
Driving history of Named Driver(s)	Driver(s) with different levels of experience and claims may attract different Premiums or Excesses.
Amount of Basic Excess selected	Your Premium may be affected by the amount of Basic Excess selected.
Whether your Vehicle is subject to finance	Your Premium may be affected if you have taken out a loan for your Vehicle.
Garaging address of your Vehicle	If your Vehicle is stored in a high-risk area it may affect your Premium.
Annual kilometres for your Vehicle	The annual distance you drive your Vehicle may affect your Premium.
Type of vehicle and its Accessories/Modifications	Average repair costs for vehicles and Accessories and Modifications may affect your Premium.
Use of your Vehicle	Using your Vehicle for Business Use may affect your Premium.
Sum Insured	A higher Sum Insured will normally attract a higher Premium.

Premium Factor**Possible Impact**

Storage type of your Vehicle

Where your Vehicle is stored may affect your Premium.

Frequency of use for your Vehicle

How frequently you use your Vehicle may affect your Premium.

If you select Optional Cover – Hire Car you will pay an additional Premium.

Insurance Rating

Upon inception and each renewal, we will determine your insurance rating by considering your driving and claims history with us or a previous insurer. For each year of your driving history that you do not have a claim your insurance rating will move up until you reach a rating 1. Once you reach a rating 1 you will be a rating 1 for the life of your Policy and any other Policy held with RAA under this PDS. This means your rating 1 is protected, no matter how many claims you have in the future or who is At Fault. If you are not a rating 1 and you make a claim that affects your insurance rating, the new insurance rating will take effect on renewal, and this will affect your Premium.

We adjust your base premium depending on your insurance rating. If you are a rating 5 or lower this adjustment will be a discount on your base Premium.

When determining the adjustment to your base premium, we do not include any claim where we are not entitled to charge an Excess under this PDS.

Your insurance rating will not limit or and/restrict our right to apply any Excess, vary your Premiums or offer or deny renewal of your Policy in accordance with our standard underwriting criteria.

Changes in Premium

Each time you renew your Policy, your Premium is likely to change, even if the details of your Vehicle, Named Driver(s) or your personal circumstances have not changed. This is because Premiums are affected by many factors including:

- new and updated data we use to calculate the Premium;
- the cost of claims we have paid and expect to pay in the future;
- any changes in government taxes, levies or charges; and
- the cost of running our business.

About the Premium (continued)

Payment of Premium

You may elect to pay your Premium up-front or by instalments.

Upfront payment

You must pay your Premium in full by the due date shown on your Certificate of Insurance. If you do not pay the Premium by the due date, we may cancel the Policy by written notice to you.

Pay by instalments

If you have a 12 month Policy term you can pay your Premium by instalments via a monthly direct debit from your bank account or credit card.

You are responsible for ensuring your account/credit card has sufficient clear funds to pay each debit on the day it is due. We may deduct two payments in the first month, depending on your monthly payment date.

If you fail to pay an instalment and it remains unpaid for:

- 14 days, we may refuse or limit our liability to pay your claim until you pay the outstanding instalments; or
- more than 1 month, we may cancel your Policy with immediate effect by written notice to you.

A copy of our Direct Debit Request Service Agreement will be provided to you.

Outstanding Premium following Total Loss

If your Vehicle is a Total Loss, then following settlement of your Claim:

- this Policy will be cancelled with no refund of your Premium; and
- you will be required to pay the applicable Excesses and any outstanding Premium (including any remaining monthly instalments for the term of the Policy).

Alteration or cancellation of your Policy

Altering your Policy

You may ask us to change your Policy at any time.

Where that change results in a change to your Premium, We will not charge or refund any amount unless it results in a change to your total Premium of \$20 or more.

Cooling-off

You can cancel your Policy during the Cooling-off Period provided you have not made a Claim. If you cancel your Policy during the Cooling-off Period, we will cancel the Policy on the date you tell us that you are Cooling-off. We will refund all Premium paid by you, however we will not Cover you under this Policy.

If you cancel your Policy

You can cancel your Policy at any time after the Cooling-off Period.

If you cancel your Policy after the Cooling-off Period, the cancellation takes effect on the date you tell us or any future date you give us. We will continue to Cover you under the Policy until the effective date of your cancellation. If you have paid your Premium up front, we will refund any Premium applicable to the term following cancellation, as long as it is \$20 or more. If you have been paying by instalments, we will cancel any further direct debits, but we will not refund your Premium.

If we cancel your Policy

We may cancel your Policy at any time by written notice to you as permitted by law or this PDS, including where you fail to make payments, or fail to disclose important information to us. We will continue to Cover you under the Policy until the date of cancellation notified by you.

If you have paid your Premium up front, we will refund any Premium applicable to the term following cancellation, as long as it is \$20 or more. If you have been paying by instalments, we will cancel any further direct debits, but we will not refund any Premium paid.

If your Policy is void

If you or any Co-Insured or anyone acting on your or their behalf has fraudulently failed to disclose or misrepresented information to us at the time of taking out your Policy, We may void the Policy from its inception (treat the Policy as if it never existed) in accordance with the *Insurance Contracts Act 1984*. If we void the Policy, we will refund any Premium paid in respect of the Policy and we will not Cover you under this Policy.

Excess

If you make a claim, you may be required to pay a contribution towards the claim. This is known as an Excess. There are different types of Excess which may apply at the time of the claim. The type(s) of Excess which apply to your Policy will be shown on your Certificate of Insurance.

Basic Excess

A Basic Excess is the amount you have agreed to pay as a contribution if you make any claim. Unless otherwise specified in this PDS, the amount payable as your Basic Excess will be the same for all claims as shown on your Certificate of Insurance. We may increase your Basic Excess on renewal of your Policy. Any change will be stated on your renewal notice and as RAA provides flexible Excess options, you may change the amount of your Basic Excess by contacting RAA.

For an explanation of the Basic Excess options available to you, call **8202 4567**.

No Excess

There is no Excess payable for claims made under the Travellers benefit only (see pages 26–27).

Additional Excess

Age Excess

Where a Driver under the age of 25 is endorsed on your Certificate of Insurance, an additional 'Age Excess' will apply if that person is the Driver of your Vehicle at the time of the Incident that resulted in the claim. The amount of the Age Excess will be set out on your Certificate of Insurance. The Age Excess will not apply to claims for any loss or damage caused by:

- a learner driver;
- fire;
- flood;
- hail;
- impact while your Vehicle is parked or unattended;
- malicious damage;
- storm; and/or
- Theft or attempted Theft.

If an Age Excess is payable it is payable in addition to any Basic Excess.

Non-removable Excess

Other Non-removable Excess(es) may apply to your Policy. These are an additional Excess which may apply to your Policy as a result of an individual risk review, or information relating to:

- your Vehicle;
- your or a Co-Insured's claims history;
- driving history of Named Driver(s); and/or
- Accessories or Modifications.

A Non-removable Excess may apply on inception. It may also be added upon renewal of your Policy to reflect any change to the above information.

The amount of any Non-removable Excess will be shown on your Certificate of Insurance, together with a description of the reason for the Excess. A Non-removable Excess applies to all claims unless noted in the description that it only applies to certain claims.

Each Non-removable Excess is in addition to any Basic Excess and/or Age Excess (if applicable) you are required to contribute.

Waiver of Excess

We will waive all Excesses payable for claims made for:

- an Incident where, in our opinion, the driver/rider of the other vehicle was more than 50% at fault and you can supply:
 - the full name and address and either the phone number or email address of that driver/rider, and
 - the registration details of the other vehicle; or
- an Incident involving Theft or vandalism, where you give us a Police report that shows the name and address of the offender who has been charged with or convicted of the crime.

Excess (continued)

Excess per Incident

If you make a claim and it is caused by more than one Incident, you will need to make a claim for each Incident and pay the applicable Excess(es). For example, if you reverse out of a carpark into an object and damage your rear bumper and then accelerate forward and hit an object causing damage to the front bumper of your vehicle, this is considered two Incidents.

If your claim for loss or damage is caused by a single Incident, and you need to claim under multiple benefits of your Policy, we will only ask you to pay one Basic Excess and any applicable Non-removable Excess and/or Age Excess.

Payment of Excess

We only provide cover under this Policy if the amount of the claim is more than the Excess payable.

You will only be required to pay an Excess if your claim is accepted. Where an Excess is payable, we will tell you the options for payment of the Excess, which may include:

- payment by you to us;
- deducting it from the amount we pay you under the claim; or
- payment by you to a supplier or repairer assisting with the claim.

Your Policy

Subject to the General Exclusions (see pages 31–37) and other terms and conditions set out in this PDS, under this Policy you can make claims for:

- Incidents causing loss or damage to your Vehicle (Comprehensive Cover);
- Legal Liability (Legal Liability Cover);
- Additional Benefits applicable to your Vehicle (Additional Benefits); and/or
- Optional Cover – Hire Car (If selected and shown on your Certificate of Insurance).

Unless specified otherwise in this PDS, each claim for any Incident is limited to the Sum Insured.

In addition, for some Incidents there will be a Specific Limit on the amount you can claim under this Policy (Specific Limit). Where a Specific Limit applies it is specified in the description of the relevant benefit. A Specific Limit overrides the general limit of the Sum Insured and may result in the amount you can claim being below the minimum amounts prescribed by the *Insurance Contracts Act 1984*.

Your Policy – Comprehensive Cover

Under this Policy, we will cover your Vehicle in respect of loss or damage caused by events listed below. This cover is subject to the General Exclusions (see pages 31–37) and other terms and conditions set out in this PDS.

Loss or damage

What we cover	Loss or damage to your Vehicle as a result of: <ul style="list-style-type: none">• an Accident;• fire;• flood;• hail;• malicious damage;• storm; and/or• Theft or attempted Theft.
What we do not cover	Any loss or damage, gift cards arising from an Incident outside of Australia.
Specific Limit	The maximum that we will Cover you for loss or damage to your Vehicle arising from any one Incident is up to Sum Insured as shown on your Certificate of Insurance.

Your Policy – Legal Liability cover

Under this Policy, we will Cover you for loss or damage to other people’s property, as well as their bodily injury or death, caused by or arising out of the use of your Vehicle as listed below. This cover is subject to the General Exclusions (see pages 31–37) and other terms and conditions of this PDS. For this section ‘you’ includes any Driver or passenger who is in or getting in or out of your Vehicle.

Loss or damage to other people’s property

What we cover The amount which:

- you; and/or
- your employer, principal or business partner, may be held legally liable to pay for loss or damage to a third party’s property, as a result of an Incident arising out of the use of your Vehicle, attached Trailer or attached caravan.

What we do not cover Loss or damage:

- to property that you have in your control or possession at the time of the Incident;
- to property owned by you;
- to property as a result of an Incident arising out of the use of a substitute vehicle; and/or
- for any amounts that you are entitled to claim or receive under any other insurance cover or statute.

Specific Limit **The maximum we will pay under this Policy for all Legal Liability (not including death or bodily injury) claims arising from any one Incident is \$20,000,000 in total, including all associated Legal Costs we have approved.**

Your Policy – Legal Liability cover (cont.)

Legal Liability cover for death or bodily injury

What we cover The amount which you may be held legally liable to pay for death or bodily injury to any person arising out of the use of your Vehicle, other than a person who is:

- a relative of yours, de facto of yours, or child of any de facto of yours;
- any person who ordinarily resides with you;
- an employee, servant, or agent of yours; and/or
- a contractor or sub-contractor employed or engaged by you.

What we do not cover We do not cover liability for death or bodily injury:

- when you have, or should have, cover (wholly or partly) under a compulsory insurance policy or any statutory or compensation scheme or fund covering such legal liability; and/or
- as a result of an Incident arising out of the use of a substitute vehicle.

Specific Limit **The maximum that we will Cover you for all death or bodily injury liability claims arising from any one Incident is \$5,000,000 in total, including all associated Legal Costs we have approved.**

Additional Benefits

Under this Policy, we will make the Additional Benefits listed below available when you make a claim which is covered by this Policy. The Additional Benefits are subject to the General Exclusions (see pages 31–37) and other terms and conditions of this PDS.

Specific exclusions for each Additional Benefit are set out in this section.

14-day change of vehicle

What we provide	We will Cover you under the terms of this Policy for any replacement vehicle for 14 days once you have sold or disposed of your Vehicle (as if it was the vehicle named on the Policy).
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Exclusions	The cover on your existing vehicle will cease from the date of purchase of the replacement vehicle.
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Specific Limit	14 days
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Baby capsules

What we provide	The replacement of a baby capsule, booster or child seat with the same or a similar make and model if it is damaged or stolen as a result of an Incident, which occurs while it is fitted to your Vehicle.
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Exclusions	We will not provide a replacement where we determine that the baby capsule, booster, or child seat was damaged prior to the Incident or was not fitted properly.
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Specific Limit	Replacement value
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Additional Benefits (continued)

Choice of repairer

What we provide You can select a repairer who we recommend, or choose a different repairer who must meet our minimum standards, provided that no repairs are undertaken without our prior authorisation. We will assist you to find a suitable repairer for your Vehicle following an Incident, using our experience and first-hand knowledge of repairers. We have a network of repairers who meet our high standards.

Exclusions When authorising repairs, we will consider the repairer's ability to complete the repair to a standard we expect in terms of safety, quality, fairness, timeliness, regulatory compliance and pricing. If for any reason we do not recommend you proceed with a repairer, we will contact you to discuss your options. If you wish to go ahead with a repairer that does not meet our standards, we will pay you the assessed cost of repairing your Vehicle, instead of authorising repairs. For help locating an RAA Approved Repairer, call us on **8202 4575** or go to **raa.com.au**

Death of Driver

What we provide A single payment made to the estate of the deceased Driver if, while driving your Vehicle, the Driver is Accidentally killed as a result of a motor vehicle Accident. The payment will be made to the Driver's legal guardian if the Driver is under 18.

Exclusions This is not available if your Vehicle is used for any use other than Private Use.

Specific Limit \$5,000

Emergency repairs

What we provide Reimbursement for the cost of emergency repairs if required after an Incident so that you can get your Vehicle to your destination or the nearest repairer.

Exclusions This does not apply to any additional repairs beyond emergency repairs unless you receive our prior consent.

Specific Limit Up to \$750

Emergency travel/accommodation

What we provide Reimbursement for the cost of emergency travel and overnight accommodation if your Vehicle has been stolen or is not drivable as a result of an Incident.

Exclusions This is not available if you are less than 100km from your Home.

Specific Limit Up to \$750

Hire car following Theft

What we provide The cost of hiring a similar replacement vehicle approved by us for up to 21 days if your Vehicle is stolen.

Exclusions This does not apply to hiring charges incurred by you:

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

whichever occurs first.

Specific Limit \$65 per day up to a maximum of 21 days.

Additional Benefits (continued)

Legal Costs

What we provide	If you have our express prior agreement, we will reimburse all Legal Costs and legal expenses incurred by you arising from an Incident covered by the Policy.
Exclusions	This does not apply to reimbursement of Legal Costs and legal expenses incurred by you, without our express prior agreement.
Specific Limit	There is no limit as long as you have our express prior agreement.

New Vehicle Replacement

What we provide	If you are eligible for this benefit (refer below) we will replace your Vehicle with a new vehicle of the same or similar make and model as your Vehicle (subject to local availability) including all on-road costs.
Eligibility Criteria	You will only be eligible for this benefit if, following an Incident, your Vehicle is deemed to be a Total Loss by us and: <ul style="list-style-type: none">• you purchased your Vehicle brand new (including demonstration models); and• your Vehicle is a Total Loss within 2 years of the start date of the original registration.

Personal effects

What we provide	Replacement of personal effects (new for old) if an Incident occurs in respect of your Vehicle, and your personal effects are Accidentally damaged or stolen from within your Vehicle.
Exclusions	This does not apply to the following: <ul style="list-style-type: none">• money, gift cards; and/or• items or property in your possession which belong to another person.
Specific Limit	Up to \$1,000

Recovery costs following Theft

What we provide	The transport costs agreed by us for the return of your Vehicle, if your Vehicle has been recovered following Theft.
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Repairs guaranteed for life

What we provide	<p>We provide you a guarantee for the quality of materials and labour used in the repairs following an Incident, if we authorise the repairs at an RAA Approved Repairer. The guarantee applies for the life of your Vehicle while it is insured by you with RAA and covers:</p> <ul style="list-style-type: none">• the effectiveness of all repairs carried out under our authorisation to restore your Vehicle as near as practicable to its pre-Incident condition;• the Cost of rectifying any defect in parts or materials supplied as part of the repair; and• the Cost of rectifying any faulty workmanship provided as part of the repair. <p>The provision of this guarantee in no way limits the obligations of RAA or the RAA Approved Repairer under any law.</p>
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Exclusions	<p>The guarantee will not apply:</p> <ul style="list-style-type: none">• if your Vehicle was not insured with RAA by you at any time following the date of repairs;• to defects caused by natural wear and tear of the repaired surfaces;• to rust or corrosion occurring unless directly attributable to the repair; and/or• if rectification work has been carried out by a repairer other than the original repairer, unless agreed to in advance by us.
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Substitute vehicle

What we provide	<p>The amount you may be held legally liable to pay for loss or damage to other people's property while driving an uninsured substitute vehicle, provided:</p> <ul style="list-style-type: none">• 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.
Exclusions	<p>This does not apply to loss or damage:</p> <ul style="list-style-type: none">• to the substitute vehicle; and/or• to property owned by you.
Specific Limit	Up to \$20,000,000

Additional Benefits (continued)

Taxi home

What we provide Reimbursement for emergency transport by taxi or other appropriate means if your Vehicle is not drivable to your Home, or another intended destination, from the scene of an Incident.

Exclusions This is not available if your Vehicle is able to be safely driven after an Incident.

Specific Limit Up to \$150

Theft of keys

What we provide The replacement of car keys, central locking remote control and/or re-coding of locks of your Vehicle if your keys have been stolen.

Specific Limit Up to \$1,000

Towing and storage

What we provide The cost to:

- tow your Vehicle to the nearest repairer or to any other place approved by us; and
- store your Vehicle until repairs can be undertaken following an Incident.

If, at the time of the Incident, your Vehicle was towing a caravan or Trailer, we will also pay the cost to transport the caravan or Trailer to the nearest repairer or place approved by us, whether the caravan or Trailer is damaged or not.

Exclusions This does not apply to the cost of towing and storage if your Vehicle was not involved in an Incident.

Trailer

What we provide The Cost of repairs to a Trailer or caravan which was attached to your Vehicle during an Incident.

Exclusions This does not apply to loss or damage if:

- we do not accept a claim for your Vehicle in relation to the Incident;
- the Trailer or caravan is not owned by you; and/or
- the Trailer or caravan is insured.

Specific Limit **Up to \$1,500 for loss or damage to your Trailer or caravan.**

Travellers Benefits

What we provide **Emergency transport and accommodation costs if you are unable to drive your Vehicle due to illness or injury**

If you are on a driving trip and during that trip you suffer an unexpected serious disabling illness or injury that is not in connection with an Incident involving your Vehicle, which leaves you unable to drive your Vehicle, and neither you, your Family nor anyone accompanying you is able to drive your Vehicle, we will reimburse you for:

- emergency travel and overnight accommodation costs for you or any members of your Family who were accompanying you on the driving trip;
 - appropriate ground transport either to the original destination or to your Home, for you or any members of your Family who were accompanying you on the driving trip; and
 - for ground transport to move your Vehicle from its location to your Home. Alternatively, if requested, we will move your Vehicle to the original destination, if that is closer than your Home.
-

Additional Benefits (continued)

Travellers Benefits (continued)

What we provide

Transport costs due to the death of you or a member of your Family while travelling

If you are on a driving trip and during that trip you or a member of your Family travelling with you dies in circumstances that are not related to an Incident involving your Vehicle, we will reimburse you for:

- the transportation of the body of the deceased to a location within Australia, nominated by the closest next of kin;
- air transportation to return to your Home, for any of you or your Family who were travelling with the deceased at the time of death; and
- ground transportation of your Vehicle in which you were travelling with the deceased at the time of death, to your Home, if no one is able or willing to drive your Vehicle to that address.

Transport costs due to death of a member of your Family not travelling with you or your Family

If you are on a driving trip and during that trip a member of your Family who is not travelling with you dies as a result of an Accident or unexpected illness, we will reimburse transportation costs for:

- you and your Family travelling with that person to return from that journey to your Home; and
- your Vehicle in which you or your Family are travelling on that journey, to your home if no other person is able or willing to drive your Vehicle to that address.

Exclusions

This benefit is not available if you are less than 100km from your Home.

Specific Limit

The maximum we will reimburse you for any claim arising from one Incident under this benefit is \$750.

Optional Cover

You may elect to have an Optional Cover added to your Policy. This cover is subject to the General Exclusions (see pages 31–37) and other terms and conditions set out in this PDS. In addition, specific exclusions are set out in this section.

An additional Premium will apply for this Optional Cover.

Hire Car

If Optional Cover – Hire Car is shown on your Certificate of Insurance, we will Cover you for the Additional Benefits set out below. In addition to the General Exclusions (see pages 31–37), you must give us a copy of the agreement and/or invoice for the hire car before we will pay any amount under this benefit. We are not responsible for ensuring a hire car is available.

Crash repairer's loan car

What we provide If we agree to pay your claim and decide your Vehicle can be repaired, we will reimburse the costs of getting a loan car from the place of repair.

The benefit will be provided from the date:

- repairs to your Vehicle are authorised; or
- your Vehicle is made available for repairs to commence,

whichever is the later.

What we do not provide

- any additional hire costs;
- incidental or running costs including fuel;
- liability arising from the use of the loan car (this is usually covered by the existing insurance of the crash repairer's vehicle); and/or
- any costs you may be liable for under the loan car rental agreement.

Specific Limit **Hiring charges:**
up to \$30 per day for hiring charges either:

- **for up to 14 days; or**
- **until the day after repairs have been completed,**

whichever occurs first.

Optional Cover (continued)

Hire car following Incident

What we provide

If, we agree to pay your claim, and you have not been able to claim under the 'Crash repairer's loan car' option (see page 28), we will cover the costs of hiring a vehicle, similar to your Vehicle, from a hire car company approved by us.

The benefit will be provided from the date:

- of recovery of the Vehicle, if your Vehicle is stolen and recovered;
- the repairs to your Vehicle are authorised by us;
- your Vehicle is made available for repairs to commence; or
- your Vehicle is deemed a Total Loss, whichever is the later.

We will also provide cover for any Hire Car Excess you are eligible for under the hire car benefit.

What we do not provide

- any additional hire costs;
 - incidental or running costs including fuel;
 - liability arising from the use of the hire car (this is usually covered by the existing insurance of the hire car company); and/or
 - any costs you may be liable for under the hire car rental agreement.
-

Specific Limit

Up to \$65 per day for hiring charges either:

- **for up to 14 days;**
 - **until the day after repairs have been completed; or**
 - **until 2 days after you have received advice that your claim has been settled, whichever occurs first.**
-

Hire car Excess

What we provide

If you have hired a vehicle from a hire car company (including a dealership) anywhere in Australia (whether for personal use or as a result of loss or damage to your Vehicle), and it is damaged or stolen, we will cover the amount of Hire Car Excess the hire car company holds you responsible for, regardless of fault.

The benefit will be available only from the date you have hired a vehicle from a hire car company until you return the vehicle.

What we do not provide

- If you are in breach of any terms or conditions contained within the hire agreement; and/or
 - any amount more than the Excess shown in the hire agreement.
-

Specific Limit

Up to \$4,000 for any Excess you are required to pay to a hire car company.

General Exclusions

In addition to the specific exclusions set out in the explanation of what is covered by this Policy, we may not Cover you for any claim, or may reduce the amount we will pay you for a claim, to the extent the loss, damage or liability caused by, contributed to or arising from any one or more of the following:

*For the General Exclusions in this section 'you' includes any Driver or passenger who is in or getting in or out of your Vehicle.

Actions following an Incident

We will not Cover you for loss, damage or liability if following an Incident, the Driver of your Vehicle fails to remain at the scene of the Incident long enough for interested parties to attend and/or exchange relevant details. For example, we will not Cover you if you unreasonably fail to remain at the scene of the Incident long enough for Police to administer an alcohol test, drug test, breath or blood analysis.

Alcohol and/or drugs

We will not Cover you for loss, damage or liability if at the time of an Incident your Vehicle is being driven by any person:

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

Asbestos

We will not Cover you for loss, damage or liability 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 derivatives of asbestos.

Breakdown

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

- mechanical breakdown and/or failure (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); and/or
- foreign substances, incorrect fuel and/or water in fuel (e.g. damage to fuel injectors, pumps, pipes and components).

Business Use

We will not Cover you for any loss, damage or liability to or for your Vehicle where at the time of the Incident your Vehicle was being used for any Business Use which is not listed on your Certificate of Insurance.

Care

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

- arising from a lack of maintenance;
- if reasonable care was not taken to protect or safeguard your Vehicle from the loss or damage; and/or
- if you do not take proper precautions to prevent further loss or damage following an Incident.

We will not Cover you for Theft unless you:

- lock all the doors and windows when your Vehicle is parked or unattended; and/or
- ensure the ignition keys are not left in your Vehicle when no one is in it.

Consequential Loss

We will not Cover you for loss, damage, or liability for Consequential Loss of any kind suffered by you or any third party, unless specifically stated elsewhere in this PDS. For example, replacing compliance plates, or loss of income if your Vehicle is used for a permitted Business Use, or loss of revenue suffered by a third party.

Contamination

We will not Cover you for loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from any nuclear, radioactive, biological, chemical, or toxic material.

General Exclusions (continued)

Cyber

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

- any computer, hardware, software, communications system or other electronic device or data connected to or used in connection with your Vehicle; or
- any cyber outage, computer virus, hacking or other form of cyber attack to the computer systems of any third party (including utilities service providers), unless those circumstances cause an Incident.

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, or as a result of:

- an inherent defect;
- a defective or faulty part;
- defective or faulty workmanship;
- defective or faulty design; and/or
- defective or faulty manufacture or construction,

in respect of your Vehicle.

Depreciation, wear and tear

We will not Cover you for loss, damage or liability for depreciation, wear and tear, rust, corrosion, or Damage to your Vehicle 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.

Driver(s) under 25

We will not Cover you for loss, damage or liability if your Vehicle is in the control of, or being driven by a Driver under the age of 25 unless specifically endorsed on your Certificate of Insurance.

Driving after an Incident

We will not Cover you for loss, damage or liability resulting from you driving your Vehicle in a damaged condition after an Incident or following a Theft, unless you could not have reasonably detected the damage. This includes, but is not limited to, continuing to drive your Vehicle following an Incident once your Vehicle's warning devices have activated.

Excluded Drivers

We will not Cover you for loss, damage or liability if, at the time of an Incident your Vehicle was driven by a person who is endorsed on your Certificate of Insurance as an excluded driver.

Existing Damage

We will not Cover you for the cost of repairing Damage or poor repairs that existed before the Incident occurred.

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 manufacturer's specifications of your Vehicle that would be relevant to us in accepting the risk or continuing to insure your Vehicle. In addition to not covering you, we may cancel the Policy if you do not advise us of any of these changes (as set out on pages 5-6).

Fare, hire or reward

We will not Cover you for loss, damage or liability if, at the time of the Incident, your Vehicle is being used in the course of the business of carrying passengers or goods for fare, hire or reward (e.g. food delivery, taxi, chauffeur, Rideshare Services, courier etc), unless, you are employed by an Australian Government Department and your Vehicle is being used officially to transport people or goods on behalf of that Australian Government Department, and an allowance is paid to you by that Australian Government Department for the official use of your Vehicle.

General Exclusions (continued)

Illegal act

We will not Cover you for loss, damage, or liability resulting from, contributed to or caused by your Vehicle being used in a criminal or illegal act or in breach of any law or regulation by you or by a person acting with your express or implied consent. This includes, but is not limited to, the use of your Vehicle to transport illicit drugs and your Vehicle being driven at a speed greater than the relevant speed limit or in an area not permitted.

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 or depreciation to your Vehicle as a result of an Incident 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, demonstration or towing of another vehicle.

Motorsport

We will not Cover you for loss, damage, or liability if your Vehicle, or any towed unit attached to your Vehicle at the time of the Incident, is being used:

- in, or tested in preparation for, racing, pace making, competitive rally, a reliability trial, or a speed or hill-climbing test;
- for any motorsport; and/or
- on a racetrack or testing ground, closed circuit or on a street circuit, using temporarily closed public roads.

Non-standard Accessories and Modifications

We will not Cover you for any loss, damage or liability for any Non-standard Accessories or Modifications, or any non-standard tools, unless you have told us about them, and we have specifically agreed to cover them and they are shown

on your Certificate of Insurance and we will not Cover you for loss, damage or liability to or arising from Modifications that are not street legal.

On consignment

We will not Cover you for any loss, damage or liability as the result of liquidation, insolvency, bankruptcy or any dispute over the proceeds of a sale made on behalf of you by a vehicle dealer, agent or broker, where you have your Vehicle on consignment for sale.

Outside the term of insurance

We will not Cover you for loss, damage or liability that occurs outside the term 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 carry or tow a load in excess of that for which your Vehicle was constructed or is allowed by law.

Pandemic and communicable diseases

We will not Cover you for loss, damage or liability arising from any disease which can be transmitted by means of any substance or agent from any organism to another organism.

Repairs performed without consent

We will not Cover you for loss, damage or liability arising from any repairs undertaken on your Vehicle after an Incident, without our prior consent.

Terrorism - pollution, contamination, explosion or cyber attack

We will not Cover you for loss, damage or liability for 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; or
- computer virus, hacking or other form of cyber attack, unless those circumstances cause an Incident.

General Exclusions (continued)

Tyres

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

Unlawful purpose

We will not Cover you for loss, damage, or liability if your Vehicle is being used for any unlawful purpose by you or any Co-Insured(s) or Driver(s).

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 the conditions of their driver's licence; and/or
- is 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 not Roadworthy or is used in an unsafe condition, and this caused or contributed to the loss, unless 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 a foreign enemy (whether war is declared or not) mutiny or revolution. We also will not cover riot, looting or civil commotion following these incidents.

Wilful, reckless, or deliberate act

We will not Cover you for loss, damage or liability that is caused by, arises from, or involved any act by you or by someone acting with your given or implied consent that:

- is deliberate or intentional;
- is a deliberate lack of action; and/or
- is wilful or reckless.

Your faulty workmanship

We will not Cover you for loss, damage, or liability as a result of your faulty workmanship on your Vehicle.

Claims – Information

When you want to make a claim under this Policy, We recommend that you:

- follow the steps outlined on pages 44–45;
- do everything reasonable to prevent or limit further loss or damage; and
- if applicable, report any Incident to the Police.

And we recommend that you do not:

- carry out or authorise repairs yourself (except for emergency repairs, see page 22);
- dispose of any damaged property;
- admit liability or guilt, or negotiate to settle any claim with anyone else, including the insurer of any other party involved in the Incident; and/or
- make a false or fraudulent claim.

We can only process a claim when we have all the information we need to process the claim, including information from Named Driver(s), other Driver(s), Delegated Authorities and/or Co-Insured(s).

Contribution

In addition to any applicable Excess, you may be required to contribute to the Cost of repair or replacement of tyres, engines, Accessories, paintwork, bodywork, radiators, batteries or interior trims affected by wear and tear, rust, corrosion or Damage, which has occurred prior to the loss. If additional repair or replacement work is necessary to complete the repairs which arise from your claim you will be required to pay for the additional repair or replacement. We will let you know if you need to make a contribution prior to settlement of the claim and tell you how it needs to be paid.

Replacement parts

When directing the repairer of your Vehicle, we will ensure appropriate new or used parts consistent with the age and condition of your Vehicle are used. We will use parts suitable for your Vehicle's age and condition that comply with Australian Safety Standards. If the parts required to repair your Vehicle are not available in Australia and need to be imported, the repairs may be delayed.

Claims – Information (continued)

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 give us incorrect information. If you are or would be entitled to claim any input tax credits for the repair or replacement of your Vehicle, we will reduce any settlement offer by the amount of that input tax credit.

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. You must seek our consent before you can agree to settle, compromise your claim or make any admission of liability or payment for loss or damage to any third party in respect of your claim. If you do not seek our consent, subject to the law we may reduce or refuse to pay your claim.

Pairs or sets

If any part of your Vehicle consists of a pair or Set (e.g. alloy wheels), we will only pay for the repair or replacement of the part that is lost, damaged or stolen. If we cannot repair or replace the part, we will pay the replacement value for that part only. We will not pay for any decrease in the value of the pair or Set.

Pay for other benefits

If you are entitled to any Additional Benefits in connection with your claim, these will form part of your settlement.

Salvage of parts

If we replace or pay the Cost of replacement of any part of your Vehicle, the replaced item belongs to us.

Withdrawing your claim/refusal to accept your claim

If you withdraw your claim or we refuse to accept it, you will have to pay the costs you have incurred as a result of the Incident.

Reimbursement

You will be required to reimburse us for any costs we incurred in advance of the acceptance of your claim or the costs of any investigation of the claim if:

- you withdraw the claim, or fail to provide the information required to be provided under pages 44–45, after we have incurred investigation costs; or
- your claim is denied because it is fraudulent or because you provided false or misleading information.

This includes but is not limited to any cost incurred for the investigation of your claim and payments made by RAA in advance of the acceptance of your claim, such as those shown in the benefits sections on pages 20–30. You will only be required to reimburse us for investigation costs where we have informed you in advance that the costs would be incurred.

If we accept your claim by mistake, you will need to reimburse us for any amounts we have paid you in relation to the claim.

Claims – Repair or cash

Where your Vehicle is not a Total Loss

If we accept your claim and we determine your Vehicle is not a Total Loss, subject to the below, we will repair your Vehicle to the condition it was immediately before the Incident.

If:

- we determine the repair would require the replacement of a part and a suitable like-for-like part is not available;
- we determine the safety, quality or reliability of repairs may be affected by the condition of, or damage to, the Vehicle that arose before the Incident;
- your chosen repairer does not meet our standards for safety, quality, fairness, compliance or pricing, and you choose to settle your claim for cash in lieu of repairs; or
- a repair of your Vehicle authorised by us is not available within a reasonable timeframe,

we will pay you cash instead of repairing your Vehicle.

If we pay you cash, we will pay you the lesser of:

- the assessed Cost of repairing your Vehicle to the condition your Vehicle was in immediately before the Incident (excluding freight costs for parts only available from outside of Australia); or
- the 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 instead of repairing your Vehicle

If we pay you cash instead of repairing your Vehicle, you must either undertake to have your Vehicle repaired or confirm that you do not intend to repair your Vehicle.

If you tell us you do not intend to repair your Vehicle we may cancel your Policy if:

- the level of damage is such that we would not have offered you insurance on a vehicle in that condition; or
- you do not adjust your Sum Insured to reflect the value of the damage to your Vehicle.

The Policy 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 payment.

Claims – Total Loss

When your Vehicle is a ‘Total Loss’

Total Loss means:

- we have determined that the Cost of repairs exceeds the Sum Insured, less the value of the salvage; or
- your Vehicle has been stolen and is not recovered within 21 days from the date the claim is lodged, and we have accepted your claim; or
- we have determined that your Vehicle cannot be repaired to a safe condition.

If we agree to pay your claim after determining your Vehicle is a Total Loss, and you are not entitled to the New Vehicle Replacement benefit:

- we will pay you, or anyone with an interest in your Vehicle, the Sum Insured shown on your Certificate of Insurance (less any Excesses or unpaid Premium and any adjustment for GST provision);
- this Policy will be cancelled with no refund of your Premium and you will be required to pay the applicable Excesses and any outstanding Premium (including any remaining monthly instalments for the term of the Policy; and
- your Vehicle will become our property (unless we agree for you to keep the salvage, in which case we will deduct the value of the salvage from the settlement amount).

Claims – Total Loss (continued)

If we agree to pay your claim after determining your Vehicle is a Total Loss, and you are entitled to the New Vehicle Replacement benefit:

- we will replace your Vehicle with a new vehicle of the same or a comparable make and model, which will include tools and Accessories that are standard equipment and any other tool, Accessory or Modification specifically agreed by us and shown on your Certificate of Insurance, provided they were attached to or within your Vehicle at the time of the Incident;
- this Policy will be cancelled with no refund of your Premium and you will be required to pay the applicable Excesses and any outstanding Premium (including any remaining monthly instalments for the term of the Policy; and
- your Vehicle will become our property (unless we agree for you to keep the salvage, in which case you will be required to pay us the value of the salvage).

If your Vehicle is stolen and later recovered after we have settled your claim, the salvage remains our property.

Claims – Making a claim

Here is how to make a claim under your Policy, including important factors we consider when working out how to pay for your claim.

Step 1 – Lodge your claim

Call us Monday to Friday 8.30am-5pm on **8202 4575**.

When you make a claim, we will:

- ask you to give us relevant information to support your claim to make sure that an Incident has occurred, and we may ask you to:
 - establish proof of ownership by giving us details of when and where items were purchased, plus reasonable proof of ownership and reasonable proof of value;
 - give us written statements or any correspondence relating to the claim, including notice of any pending court proceedings or offers of settlement; and/or
 - meet with our investigators to be interviewed or give us access to relevant documents.
- tell you if an Excess is applicable and how to pay it;
- give you a claim number;
- give you RAA Approved Repairer information; and
- give you information on next steps.

So we can follow this process, you must:

- cooperate with RAA and our representatives including our investigators and assessors; and
- help us with your claim and/or comply with any condition of this Policy, including if you need to go to court to give evidence.

Claims – Making a claim (continued)

Step 2 – Getting a quote for damage

Visit a repairer of your choice and give them your claim number. The repairer will then:

- inspect, quote and photograph the damage;
- discuss your requirements;
- organise RAA to assess the damage; and
- book your Vehicle in for repairs if it is repairable.

Step 3 – Assessing your claim

When assessing your claim, we consider and determine the following:

- does your Policy cover the loss, damage or Theft?
- has the damage occurred as described and is it consistent with the Incident?
- is your claim affected by any Specific Limits, exclusions and conditions applicable to the Policy?

Step 4 – Settling your claim

To settle your claim, we will as required under this Policy do one of the following:

- authorise the repairer to proceed with the repairs on your Vehicle;
- declare your Vehicle a 'Total Loss'; or
- pay you cash in lieu of repairs.

Your Obligations

You are required to:

- pay any Excess or other contribution that applies;
- pay any outstanding Premium (including any remaining monthly instalments for the term of the Policy);
- if applicable, make your Vehicle available for the repairer; and
- if applicable, help with any recovery action.

Claims – Common questions

Will your Premium go up on renewal because you made a claim?

If you were determined to be Not at Fault in the Incident, that is, you did not have to pay your Excess, then your Premium will not be affected by this claim.

If you were At Fault in the Incident (that is, you did have to pay your Excess):

- your base Premium may be affected (refer to ‘Premium Factors’ on pages 9–10);
- if you currently hold a Rating 1, your Rating 1 discount will not be affected by this claim; and/or
- if you do not currently hold a Rating 1, your Premium will be affected by this claim because your ‘Insurance Rating’ will be less, for example, a Rating 2 would fall to a Rating 3 on renewal (refer to ‘Insurance Rating’ applicable to Named Driver(s) on page 10).

Will we cancel your Policy if you make too many claims?

We may decline to renew your Policy depending on the number and type of claims you make. We will not cancel your Policy during the term, unless your Vehicle is a Total Loss or one of the circumstances set out on pages 42–43 applies.

Would you like more information?

If you have any questions or require information about your claim (including a transaction confirmation) you can call us on **8202 4575**.

Claims – How your claim is paid

Here are some examples to demonstrate how we calculate claim payments. These 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

As the result of an Incident where you were Not at Fault, your Vehicle has been determined by us to be a Total Loss (see pages 42–43). The Sum Insured shown on your Certificate of Insurance is \$30,000. Your Vehicle was towed from the scene of the Incident and you paid the towing company \$500. The Basic Excess on your Policy is \$500. You have a Non-Removable Excess of \$500 due to conditions on your licence. Your outstanding premium is \$500 for the term of insurance.

What we pay		Information
Total Loss	\$30,000	Total Loss has occurred. We will pay the Sum Insured shown on your Certificate of Insurance.
Towing costs	\$500	The towing cost that you paid to the towing company is reimbursed to you.
Less Excess	\$0	As you were Not at Fault, you do not have to pay the Basic Excess or any Non-Removable Excesses.
Less outstanding premium	-\$500	You are required to Pay any outstanding Premium (this includes any remaining monthly instalments for the term of your Policy).
Total claim	\$30,000	

If you have paid your Premium in full, there will be no refund of Premium.

See 'Claims – Information' on pages 38–40 for details.

Example 2 – New Vehicle Replacement

Your Vehicle has been determined by us to be a Total Loss after it was damaged by fire whilst parked. You purchased your Vehicle brand new and your Vehicle, at the time of loss, was less than 2 years old from the date of the original registration. Although the Sum Insured of your Vehicle shown on your Certificate of Insurance was \$25,000, the Cost we incur to replace it with a brand-new vehicle of the same or a similar make, model, and series, including on road costs, is \$28,500. The Basic Excess on your Policy is \$500. You have a Non-Removable Excess of \$500 due to conditions on your licence.

What we pay		Information
A replacement vehicle	\$28,500	Your Vehicle is less than 2 years old and the 'New vehicle replacement' Additional Benefit applies.
Less Excess	-\$500	You are only required to pay the Basic Excess as your Vehicle was damaged by fire and was not being driven at the time.
Total claim	\$28,000	

See 'Claims – Information' on pages 38–40 for details.

Claims – How your claim is paid (cont.)

Example 3 – Damage as a result of an Incident

Your Vehicle is insured with a Sum Insured of \$14,000 shown on your Certificate of Insurance and has been damaged as a result of an Incident where you were At Fault. Your 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 Incident. The Basic Excess on your Policy is \$500. No other Non-Removable Excesses apply to your Policy.

What we pay		Information
Damage to your Vehicle	\$4,800	Your Vehicle is deemed repairable.
Less Excess	-\$500	Basic Excess applies as you were At Fault. An Age Excess does not apply as you are over the age of 25.
Total claim	\$4,300	

If a 23-year-old was driving your Vehicle at the time and your Policy is specifically endorsed to exclude any drivers under the age of 25 as shown on your Certificate of Insurance and the amount of your Age Excess stated on your Certificate of Insurance is \$500, the claim would be handled as follows:

What we pay		Information
Damage to your Vehicle	\$0	As your Policy is specifically endorsed to exclude any drivers under the age of 25 as shown on your Certificate of Insurance, we will not Cover you.
Total claim	\$0	

See 'Claims – Information' on pages 38–40 for details.

Example 4 – Broken windscreen

Your windscreen has been damaged and cannot be repaired. The replacement Cost is \$400. The Basic Excess on your Policy is \$200. No other Non-Removable Excesses apply to your Policy.

What we pay		Information
Windscreen replacement	\$400	Your windscreen is replaced, and we have been invoiced by the windscreen company.
Less Excess	-\$200	Basic Excess applies for windscreen or window glass claims.
Total claim	\$200	We will pay this directly to the windscreen company.

See 'Claims – Information' on pages 38–40 for details.

Claims – How your claim is paid (cont.)

Example 5 – Theft of your Vehicle

Your Vehicle has been stolen and has not been recovered. You have reported the Vehicle Stolen to the Police but the Police have not been able to identify or charge the offender and therefore you are considered to be At Fault. A Sum Insured of \$15,000 is shown on your Certificate of Insurance. The Basic Excess on your Policy is \$500. You may need to pay an additional Non-removable Theft Excess if this is shown on your Certificate of Insurance. No other Non-Removable Excesses apply to your Policy.

What we pay		Information
Theft of your Vehicle	\$15,000	We will pay the sum Insured shown on your Certificate of Insurance.
Less Excess	-\$500	Basic Excess applies as your Vehicle was stolen and you are unable to Provide a Police Report identifying the name and address of the offender who has been charged or convicted. .
Total claim	\$14,500	

See 'Claims – Information' on pages 38–40 for details.

Example 6 – Liability of others – Damage to other people’s vehicle (repairable) as a result of an Incident

Your Vehicle has been involved in an Incident causing damage to another person’s vehicle, and We’ve determined you were At Fault. The vehicle you have damaged has been assessed and the repair Cost is \$4,800. Your Vehicle has no damage. You are over 25 years of age and were the Driver at the time of the Incident. The Basic Excess on your Policy is \$500. No other Non-Removable Excesses apply to your Policy.

What we pay		Information
Damage to other person’s vehicle	\$4,800	This vehicle is deemed repairable.
Less Excess	-\$500	Basic Excess applies.
Total claim	\$4,300*	

*We will authorise the repairs to the other party’s vehicle and pay the other party’s repairer upon completion of repairs and receipt of the repair invoice. Alternatively, we may pay a cash settlement to the other party direct. We may apply apportionment on the other party’s loss should we agree that the Incident was not 100% your fault.

See ‘Claims – Information’ on pages 38–40 for details.

Glossary

Accident means an event or occurrence which occurs without intent. **Accidentally** has a corresponding meaning.

At Fault means all circumstances other than where you are Not at Fault (See **Not at Fault** page 55).

Business Use means any vehicle which is registered as a business vehicle or is used for any occupational or income earning purposes, including any use for Rideshare Services.

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 the terms and conditions of the direct debit authority you give us for the payment of your Premium.

Co-Insured means any person who jointly holds the Policy with you, as detailed on your Certificate of Insurance.

Consequential Loss means indirect loss, that is, not directly caused by loss, Theft or damage to your Vehicle, but arising as a result of such loss, Theft or damage.

Cooling-off Period means as described on page 6 of this PDS.

Cost means:

- for repairs – what it costs to repair; or
- for replacement – the retail price of the item as if it were new at the time of the loss or damage.

Cover you means to return you (so far as possible) to the same financial position that you were in prior to the loss, with allowance for wear and tear and depreciation.

Damage means, but is not limited to, unrepaired Accident damage, hail, rust, poor paintwork, scrapes, dents and interior damage.

Driver means any person operating, using or in charge of your Vehicle with your express or implied consent.

Excess means the amount you need to contribute towards each claim we accept.

Existing Damage means, Damage to your Vehicle which already existed at the time of the Incident.

Expiry Date means the date your Policy expires as shown on your Certificate of Insurance.

Family means the following people who reside in your residential Home:

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

Hire Car Excess means the amount for which the hire car company holds you responsible in the case of loss or damage. It may also be referred to as a loss or damage fee, loss or damage liability fee or liability excess. This is not the amount of loss or damage to the hire car, or other property that the hire car company holds you responsible for.

Inception Date means the date your Policy commences as shown on your Certificate of Insurance.

Incident means an event or occurrence arising out of one action that gives rise to a right to claim under the Policy.

Insured means the interested party who takes out the Policy and who has an economic interest in the vehicle and who is named on the Certificate of Insurance.

Legal Costs means the costs of legal representation, which have been previously agreed to by us and are for the purposes of reducing our liability.

Legal Liability means any of the Incidents described under Legal Liability set out on pages 18–19 of this PDS.

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. **Accessory** also has a corresponding meaning.

Named Driver(s) means any person named as a Driver on the Certificate of Insurance. This does not include any excluded Driver(s) specified on your Certificate of Insurance.

Non-Standard Accessories or Modifications means Accessories or Modifications on or to your Vehicle that:

- are not included as standard equipment as per the manufacturers specification of the make, model and variant of your Vehicle; or
- were added after the Vehicle was manufactured.

Glossary (continued)

Not at Fault means:

- (a) after an Incident, you were able to provide information regarding the other driver and we have determined that the other driver is more than 50% at fault; or
- (b) after an Incident involving Theft or vandalism you were able to provide a Police report showing details of the offender who has been charged or convicted.

In all other circumstances you are deemed to be **At Fault**.

PDS means this Product Disclosure Statement.

Policy means your contract of insurance with RAA Insurance, the terms and conditions of which are set out in this PDS, and your Certificate of Insurance.

Premium means the Premium shown on your Certificate of Insurance and as further described on pages 9–11.

Private Use means any use other than Business Use. See 'Business Use' on page 53 for details.

RAA Approved Repairer means a repairer who is approved by RAA Group as an "RAA Approved Repairer".

RAA Group means Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807.

Rideshare Service means an on-demand service in which a passenger pays a fee to travel in a private vehicle driven by its owner or a nominated driver, who is operating through an accredited rideshare provider that complies with all relevant Australian laws, by-laws and regulations. It does not mean a taxi or chauffeur service.

Roadworthy means your Vehicle meets all registration and other legal requirements.

Set means a group of similar or complementary items that belong together.

Specific Limits means Specific Limits on the various elements of cover provided under the Policy (refer to pages 17–30).

Sum Insured means the amount shown on your Certificate of Insurance that we agree to insure your Vehicle for in the event of a Total Loss. The Sum Insured includes:

- its tools, Accessories and Modifications that are standard equipment, and any other tool, Accessory or Modification specifically agreed to by us and shown on your Certificate of Insurance;
- any GST; and
- all registration and on-road costs.

Theft means the act or crime of stealing which has been reported to the Police and proven to have occurred.

Total Loss has the meaning set out on pages 42-43.

Trailer means a vehicle designed to be towed by a motor vehicle and designed to transport goods. This does not include horse floats.

We, our us, RAA means RAA Insurance Limited ABN 14 007 872 602 AFSL 232525, trading as RAA Insurance.

You, your means the person, persons, company or companies shown as the Insured or Co-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 where you reside.

Your Vehicle means the vehicle shown on your Certificate of Insurance and, while attached to or within the vehicle, its tools, Accessories and Modifications that are standard equipment, and any other tool, Accessory or Modification specifically agreed to by us and shown on your Certificate of Insurance.

Membership Terms and Conditions

By holding an insurance Policy with RAA Insurance you are automatically entitled to become a member of RAA Group. Below are the terms and conditions that relate to your membership.

- (a) By purchasing this Policy, you agree to become a member of RAA Group and to be bound by the Constitution of RAA Group (available at raa.com.au).
- (b) You authorise any officer of RAA Group to execute any document on your behalf that enables you to become a member of RAA Group.



We are here to help

Call 8202 4567 or visit us at an RAA Shop
raa.com.au

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