

# Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (**SPDS**) was prepared on 1 July 2024 and issued by RAA Insurance Limited ABN 14 007 872 602, AFSL Number 232525 (**RAA Insurance**).

This SPDS supplements the Third Party Vehicle Insurance Product Disclosure Statement (**PDS**) prepared by RAA Insurance on 30 September 2021.

This SPDS should be read together with the PDS and the Financial Services Guide effective 30 September 2021 and any other SPDS we may give you for your PDS. The PDS and SPDS together with your Certificate of Insurance form your policy of insurance.

RAA is exploring opportunities to modernise its governance structure so that all RAA entities are established under the Corporations Act. Further information is available at [raa.com.au/about-raa/corporate-governance/modernising-our-raa](http://raa.com.au/about-raa/corporate-governance/modernising-our-raa).

The purpose of this SPDS is to update the Membership Terms and Conditions on page 51 of the PDS.

## Important changes

The “Membership Terms and Conditions” section on page 51 of the PDS is replaced with the following:

### Membership Terms and Conditions

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

- by purchasing this Policy, you agree to become a member of RAA and to be bound by the Constitution of RAA, a copy of which is available at [raa.com.au](http://raa.com.au).
- you authorise any authorised representative of RAA to execute any document on your behalf that enables you to become a member of RAA.

In this section, “RAA means Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807 (the Association) and, subject to and on the date that the transfer of the undertaking of the Association takes effect pursuant to section 42 of the *Associations Incorporation Act 1985* (SA), Royal Automobile Association of South Australia Limited ACN 677 371 274”.



# **Third Party Vehicle 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 Third Party Vehicle 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 Third Party Vehicle 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](http://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 47.

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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](http://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](http://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](http://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](http://afca.org.au)

**Email:** [info@afca.org.au](mailto: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.

### Information which may affect your Policy

During the term of your Policy, you must tell us immediately if there's 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
- 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](http://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 Inception Date and you must pay your Premium. Failure to pay your Premium, if due within the Cooling-off Period, won't 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.

## **Important things you should know (cont.)**

### **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). Your Policy will include either Third Party Property Cover or Third Party Property, Fire and Theft Cover as shown 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 27–33). 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 in the relevant sections of this PDS; or
- set out in the section ‘General Exclusions’ on pages 27–33.

## **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 36.

## **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 47. 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	Third Party Cover	Third Party Fire & Theft Cover
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.	✓	✓
Garaging address of your Vehicle	If your Vehicle is stored in a high-risk area it 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.		✓

<b>Premium Factor</b>	<b>Possible Impact</b>	<b>Third Party Cover</b>	<b>Third Party Fire &amp; Theft Cover</b>
<b>Annual kilometres for your Vehicle</b>	The annual distance you drive your Vehicle may affect your Premium.	✓	✓
<b>Frequency of use for your Vehicle</b>	How frequently you use your Vehicle may affect your Premium.	✓	✓
<b>Storage type of your Vehicle</b>	Where your Vehicle is stored may affect your Premium.	✓	✓
<b>Whether your Vehicle is subject to finance</b>	Your Premium may be affected if you have taken out a loan for your Vehicle.		✓

## 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.

## 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.



## **About the Premium (continued)**

### **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 is available from [raa.com.au](http://raa.com.au)

### **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 this 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 this Policy until the date of cancellation notified to 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**.

### **Additional Excess**

#### **Age Excess**

An additional 'Age Excess' will apply if the Driver of your Vehicle at the time of the Incident that resulted in the claim was under 25. 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;
- Theft;
- impact whilst your Vehicle is parked or unattended; and/or
- an uninsured driver/rider of an uninsured vehicle under the Uninsured Motorist Extension (on page 24).

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 another vehicle and damage the other vehicle and then accelerate forward and hit a different vehicle causing damage to that vehicle also, 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 – Type of Cover

Your Policy will include either Third Party Property Cover or Third Party Property, Fire & Theft Cover, as shown on your Certificate of Insurance.

If you have chosen **Third Party Property Cover**, subject to the General Exclusions (see pages 27–33) and other terms and conditions set out in this PDS, under this Policy you can make claims for:

- Legal Liability (Legal Liability Cover); and/or
- Additional Benefits applicable to your Policy (Additional Benefits).

If you have chosen **Third Party Property, Fire and Theft Car Insurance**, subject to the General Exclusions (see pages 27–33 and other terms and conditions set out in this PDS, under this Policy you can also make claims for:

- Incidents where loss or damage to your Vehicle is caused by fire, Theft or attempted Theft;
- Legal Liability (Legal Liability Cover); and/or
- Additional Benefits applicable to your Policy (Additional Benefits).

Unless specified otherwise in this PDS, for any claim relating to Fire, Theft or attempted Theft of your Vehicle, the claim is limited to the Sum Insured of your Vehicle.

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 – Type of Cover (cont.)

### Summary of Legal liability

The following table provides a summary of Legal Liability. A more detailed explanation, including specific inclusions, exclusions and limits is set out on pages 18-19. This cover is subject to the General Exclusions (see pages 27-33) and other terms and conditions of this PDS.

<b>Legal Liability</b>	<b>Third Party Cover</b>	<b>Third Party Fire &amp; Theft Cover</b>	<b>Limits (up to)</b>	<b>Page</b>
Loss or damage to other people's property	✓	✓	\$20,000,000 in total	18
Legal Liability cover for death or bodily injury	✓	✓	\$5,000,000 in total	19

# 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 27–33) and other terms and conditions of this PDS. For this section ‘you’ includes any Driver or passenger who is in, on or getting in, on, off or out of your Vehicle.

## Loss or damage to other people’s property

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**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.

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**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.

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**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.**

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## Your Policy – Legal Liability cover (cont.)

### Legal Liability cover for death or bodily injury

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<b>What we cover</b>	<p>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:</p> <ul style="list-style-type: none"><li>• a Driver or passenger who is in, on or getting in, on, off or out of your Vehicle;</li><li>• a relative of yours, de facto of yours, or child of any de facto of yours;</li><li>• any person who ordinarily resides with you;</li><li>• an employee, servant, or agent of yours; and/or</li><li>• a contractor or sub-contractor employed or engaged by you.</li></ul>
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<b>What we do not cover</b>	<p>We do not cover liability for death or bodily injury:</p> <ul style="list-style-type: none"><li>• 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</li><li>• as a result of an Incident arising out of the use of a substitute vehicle.</li></ul>
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<b>Specific Limit</b>	<p><b>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.</b></p>
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## **Your Policy –** Third Party Fire and Theft Cover

Under this Policy, if you have chosen Third Party Property, Fire and Theft Cover we will Cover you in respect of loss or damage to your Vehicle caused by events listed below. This cover is subject to the General Exclusions (see pages 27–33) and other terms and conditions set out in this PDS.

### **Loss or damage**

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<b>What we cover</b>	Loss or damage to your Vehicle as a result of: <ul style="list-style-type: none"><li>• fire; and/or</li><li>• Theft or attempted Theft.</li></ul>
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<b>What we do not cover</b>	Any loss or damage arising from an Incident outside of Australia.
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<b>Specific Limit</b>	<b>The maximum that we will Cover you for loss or damage to your Vehicle arising from any one Incident is the Sum Insured as shown on your Certificate of Insurance.</b>
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## Your Policy –

### Third Party Fire and Theft Cover (cont.)

#### Summary of Additional Benefits

The following table provides a summary of Additional Benefits applicable to your Vehicle. A more detailed explanation, including specific inclusions, exclusions and limits is set out on pages 22–26. This cover is subject to the General Exclusions (see pages 27–33) and other terms and conditions of this PDS.

<b>Additional Benefit</b>	<b>Third Party Cover</b>	<b>Third Party Fire &amp; Theft Cover</b>	<b>Limits (up to)</b>	<b>Page</b>
14-day change of vehicle	✓	✓	14 days	22
Choice of repairer	✓	✓		22
Legal Costs	✓	✓	No limit but pre-approval required	23
Repairs guaranteed for life	✓	✓	Unlimited	23
Substitute vehicle	✓	✓	Up to \$20,000,000	24
Uninsured motorist extension	✓	✓	Up to \$3,000	24
Baby capsules		✓	Replacement value	25
Hire car following Theft		✓	Up to \$65 per day up to 21 days	25
Theft of keys		✓	Up to \$1,000	26
Recovery costs following Theft		✓	As agreed by us	26
Towing and storage		✓	As agreed by us	26

## Additional Benefits – General

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 27–33) 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

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<b>What we provide</b>	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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<b>Exclusions</b>	The cover on your existing vehicle will cease from the date of purchase of the replacement vehicle.
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<b>Specific Limit</b>	14 days
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### Choice of repairer

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<b>What we provide</b>	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.
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<b>Exclusions</b>	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 <b>8202 4575</b> or go to <b>raa.com.au</b>
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## Additional Benefits – General (continued)

### Legal Costs

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**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.**

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### Repairs guaranteed for life

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**What we provide** 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:

- 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.

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

**Exclusions** The guarantee will not apply:

- 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

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<b>What we provide</b>	<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"><li>• your Vehicle is not drivable due to an Incident or need for service or repair at the time;</li><li>• the substitute vehicle is of similar type to your Vehicle and is registered; and</li><li>• the substitute vehicle is in your legal custody and control but does not belong to you.</li></ul>
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<b>Exclusions</b>	<p>This does not apply to loss or damage:</p> <ul style="list-style-type: none"><li>• to the substitute vehicle; and/or</li><li>• to property owned by you.</li></ul>
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<b>Specific Limit</b>	<b>Up to \$20,000,000</b>
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## Uninsured motorist extension

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<b>What we provide</b>	<p>Cover for damage to your Vehicle caused by an uninsured driver/rider of an uninsured vehicle. We will also provide Additional Benefits 'Choice of repairer' and 'Repairs guaranteed for life' if We accept a claim made under this benefit, see pages 22–23 for details.</p>
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<b>Exclusions</b>	<p>This does not apply to loss or damage to your Vehicle if:</p> <ul style="list-style-type: none"><li>• the driver/rider of the other vehicle is insured;</li><li>• in our opinion you are more than 50% at fault; or</li><li>• you cannot 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.</li></ul>
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<b>Specific Limit</b>	<b>Up to \$3,000</b>
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## **Additional Benefits – Fire and Theft Cover only**

Under this Policy, if you have chosen Fire and Theft Cover, 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 27–33) and other terms and conditions of this PDS.

Specific exclusions for each Additional Benefit are set out in this section. Any reference to an Incident in this section is only to an Incident of Fire, Theft or attempted Theft.

### **Baby capsules**

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<b>What we provide</b>	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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<b>Exclusions</b>	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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<b>Specific Limit</b>	<b>Replacement value</b>
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### **Hire car following Theft**

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<b>What we provide</b>	The cost of hiring a similar replacement vehicle approved by us for up to 21 days if your Vehicle is stolen.
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<b>Exclusions</b>	This does not apply to hiring charges incurred by you: <ul style="list-style-type: none"><li>• after the date of recovery of your Vehicle;</li><li>• after a total period of 21 days; or</li><li>• after the claim is settled,</li></ul> whichever occurs first.
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<b>Specific Limit</b>	<b>\$65 per day up to a maximum of 21 days.</b>
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## Theft of keys

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<b>What we provide</b>	The replacement of car keys, central locking remote control and/or re-coding of locks of your Vehicle if your keys have been stolen.
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<b>Specific Limit</b>	<b>Up to \$1,000</b>
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## Recovery costs following Theft

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<b>What we provide</b>	The transport costs agreed by us for the return of your Vehicle, if your Vehicle is recovered following Theft.
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## Towing and storage

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<b>What we provide</b>	The cost to: <ul style="list-style-type: none"><li>• tow your Vehicle to the nearest repairer or to any other place approved by us; and</li><li>• store your Vehicle, until repairs can be undertaken following an Incident.</li></ul>
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<b>Exclusions</b>	This does not apply to the cost of towing and storage if your Vehicle was not involved in an Incident.
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## 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); 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.

## **General Exclusions (continued)**

### **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.

### **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.

### **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 40–41;
- 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;

- 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; 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).**

### **Claims for Damage to Third Party Property**

Where your claim for damages to a third party's vehicle is accepted, we will authorise the repairs to the third party's vehicle and pay the third party's repairer upon completion of repairs and receipt of the repair invoice. Alternatively, we may pay a cash settlement to the third party direct. We may apply apportionment on the third party's loss should we agree that the Incident was not 100% your fault.

### **Claims for Damage to, fire or Theft of your Vehicle**

**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.



## **Claims – Information (continued)**

**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.

**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.

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

### **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.

### **Pay for other benefits**

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

### **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 have 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 40–41, 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 16–20 and 22–26. 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 for Damage to, fire or Theft of your Vehicle – 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; 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.

**If we accept your claim under the Uninsured Motorist Extension benefit**

We will pay you, or anyone with an interest in your Vehicle, the lesser of specific limit for that benefit or the authorised repair cost.

## **Claims for Damage to, fire or Theft of your Vehicle – Total Loss**

### **When your Vehicle is a ‘Total Loss’**

Total Loss means:

- we have determined that the Cost of repairs exceeds the Sum Insured (or the specific limit for claims made under the Uninsured Motorist Extension) less the value of the salvage;
- 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 as a result of fire, Theft or attempted Theft (other than a claim under the Uninsured Motorist Extension 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).

### **If we agree to pay your claim under the Uninsured Motorist Extension benefit after determining your Vehicle is a Total Loss**

We will pay you, or anyone with an interest in your Vehicle, the lesser of:

- the specific limit for that benefit; or
- the Sum Insured shown on your Certificate of Insurance, less the value of the salvage,

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 that was payable for the period of your policy up until the date of cancellation.

### **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**, or claim online 24/7 at **raa.com.au**

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;
  - give us copies of any demands from third parties involved in the Incident or their insurer; 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; and
- give you information about 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 – 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 3 – Settling your claim**

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

- for claims relating to legal liability to a third party, authorise repairs or payment to the third party;
- for claims relating to damage to, fire or Theft of your Vehicle:
  - 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?**

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 Policy depending on the number and type of claims you make. On renewal of your Policy we may decline to provide certain types of Optional Cover(s) and/or apply a Non-Removable Excess to your Policy. We will not cancel your Policy during the term, unless your Vehicle is a Total Loss or one of the circumstances set out on page 39 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 – 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. You have reported your 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.

The Sum Insured shown on your Certificate of Insurance is \$3,000. The Basic Excess on your Policy is \$500. No other Non-Removable Excesses apply to your Policy. Your outstanding premium is \$500 for the term of insurance.

<b>What we pay</b>		<b>Information</b>
<b>Total Loss</b>	\$3,000	Total Loss has occurred.
<b>Less Excess</b>	-\$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.
<b>Less outstanding premium</b>	-\$500	You are required to Pay any outstanding Premium (this includes any remaining monthly instalments for the term of your Policy)
<b>Total claim</b>	<b>\$2,000</b>	

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

See 'Claims – Information' on pages 34–36 for details.

## Example 2 –

### Damage to your Vehicle as result of an Incident

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 full name and address and either the phone number or email address of that driver/rider and the registration details of the other vehicle. Damage to your Vehicle has been assessed and the repair Cost is \$1,600. The Basic Excess on your Policy is \$500. No other Non-Removable Excesses apply to your Policy.

<b>What we pay</b>		<b>Information</b>
<b>Damage to vehicle</b>	\$1,600	The vehicle is deemed repairable and the maximum we will pay under the 'Uninsured motorist extension' benefit is up to \$3,000.
<b>Less Excess</b>	-\$0	Basic Excess does not apply as you are considered Not At Fault.
<b>Total claim</b>	<b>\$1,600</b>	

See 'Claims – Information' on pages 34–36 for details.

## Claims – How your claim is paid (cont.)

### Example 3 –

#### Damage to a third party as result of an Incident

You have Third Party Property Car Insurance and whilst attempting to park your Vehicle you collide with a vehicle parked behind you and you were At Fault. 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 Incident. The Basic Excess on your Policy is \$500. No other Non-Removable Excesses apply to your Policy

<b>What we pay</b>		<b>Information</b>
Damage to vehicle	\$4,800	This vehicle is deemed repairable.
Less Excess	-\$500	Basic Excess applies as you were At Fault.
<b>Total amount paid to third party</b>	<b>\$4,800</b>	
<b>Total Cost to RAA</b>	<b>\$4,300</b>	

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 vehicle	\$4,800	This vehicle is deemed repairable.
Less Excess	-\$500	Basic Excess applies as you were At Fault.
Less Excess	-\$500	A Non-removable Age Excess applies.
<b>Total amount paid to third party</b>	<b>\$4,800</b>	
<b>Total Cost to RAA</b>	<b>\$3,800</b>	

See 'Claims – Information' on pages 34–36 for details.

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

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. You are At Fault. 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 Basic Excess on your Policy is \$500. No other Non-Removable Excesses apply to your Policy.

<b>What we pay</b>		<b>Information</b>
<b>Damage to the other person’s property</b>	\$3,350	The quote for repairs to the fence has been supplied to RAA and we consider the quote to be reasonable.
<b>Less Excess</b>	-\$500	Basic Excess applies as you are considered At Fault and you are over 25 years of age.
<b>Total amount paid to third party</b>	<b>\$3,350</b>	
<b>Total Cost to RAA</b>	<b>\$2,850</b>	

See ‘Claims – Information’ on pages 34–36 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 48).

**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, riding 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.

**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.

**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**.

## Glossary (continued)

**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 47 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 pages 18–26).

**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 page 39.

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

**Unrepaired Damage** means Damage that is not repaired after an Incident.

**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, which may include a car or motorcycle 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](http://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](http://raa.com.au)

**Motor | Home | Travel**