

Body Corporate Insurance Policy

Product Disclosure Statement



Welcome to RACQ Insurance.

Thank you for insuring with RACQ Insurance.

We are delighted to have you as a customer. Please do not hesitate to contact us if you have any questions about insurance or need help in making a claim.

RACQ Insurance is one of the largest providers of motor vehicle and household insurance in Queensland. Customers have access to a network of branches and agents throughout Queensland and a 24 hour, seven day-a-week call centre.

If you need more information or help with any of our products or services you can contact us:

- *7 days a week by telephone*

<i>Policy related enquiries</i>	<i>13 1905 or any Branch</i>
<i>Claims related enquiries</i>	<i>13 7202 or any Branch</i>
- *Visit any branch office during business hours*
- *Visit our website at racqinsurance.com.au*

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How this policy works

This RACQ Insurance Body Corporate Insurance Policy is designed to cover a Body Corporate that is registered in Queensland which manages residential units located in Queensland used exclusively for residential purposes.

This policy provides cover for:

- Your buildings
- Common contents
- The additional benefits we provide for you listed on pages 13 to 15
- Options that you can add to your policy by paying more:
 - Office bearers' legal liability
 - Voluntary workers' insurance
- Legal liability insurance

All policy limits and values include all relevant statutory charges and taxes. This policy does not cover you for everything. For further details of the cover and the amounts we will pay for any claim, please read this Product Disclosure Statement (PDS).

If you decide to take out insurance with us, we will provide you with the cover you have chosen as described on your current certificate of insurance and this PDS.

We will send you a notice before the policy expiry date and we will tell you of any changes to this PDS in writing by providing you with a Supplementary PDS (SPDS).

Important information about your policy

Policy benefits

The table shown below is a summary of the policy benefits available, please read the PDS for details of the extent of cover provided.

<i>Cover Provided</i>	<i>Benefit</i>	<i>Page</i>
<i>Breakage of glass</i>	Up to the sum insured	9 & 11
<i>Building fees and costs</i>	We will pay up to 10% of the building sum insured to cover additional fees and costs incurred following an accident/event	13
<i>Contents in the open air</i>	Cover for common contents whilst located in the open air at the property address up to the sum insured	13
<i>Emergency repairs</i>	Up to \$1,500 to cover emergency repairs to the building and common contents following an accident/event	14
<i>Fidelity guarantee</i>	Cover against fraudulent misappropriation of funds	14
<i>Inflation protection</i>	Increase the sum insured for the building and/or common contents following a total loss in accordance with the Consumer Price Index	15
<i>Loss of rent</i>	Cover for the incurred net loss of rent	15
<i>Motor burnout</i>	Cover for repair or replacement of an electric motor following motor burnout	9 & 11
<i>Removal of fallen trees</i>	Up to \$500 to cover the cost of cartage and disposal of fallen trees following damage to the building or common contents	15
<i>Temporary accommodation</i>	Cover up to 12 months, based on the rentable value of the lot immediately prior to the accident/event	15

Important information about your policy

The PDS and SPDS describe the types of insurance cover available to you. Please read these documents carefully and keep in a safe place along with your certificate of insurance.

The certificate of insurance is a separate document that forms part of your policy. It describes the type of insurance you have taken out and identifies the Body Corporate covered under your policy. It also specifies the limits of cover, additional benefits, the period of insurance, any special conditions, details of any excesses that apply and premium payment. Please check any certificate of insurance you receive when you start your policy and each time you vary or renew it.

RACQ Insurance Limited is the issuer of this insurance and is responsible for the obligations set out in our PDS and any SPDS documents.

Cooling-off period

When you take out or renew a policy with RACQ Insurance we provide a cooling-off period of up to 21 days. The cooling-off period starts from the date and time this policy was issued, or from midnight immediately preceding any renewal date.

If you wish to take advantage of the cooling-off period and cancel this policy from the date and time this policy was issued, you must advise us during the cooling-off period and the premium paid for the policy will be refunded in full providing a claim has not been made.

Important information about your policy

Duty of Disclosure

The Insurance Contracts Act 1984 requires us to give you information about your insurance and for you to give complete and accurate information to us. Before entering a contract of insurance with us, and each time you vary or renew your policy, we will ask you a number of specific questions.

What you must tell us

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, or which a reasonable person in the circumstances, would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this policy.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as if it had never existed.

If you do not understand

If you do not understand your duty, please contact us.

Important information about your policy

Personal information

The personal information you give us is used to set-up and administer your Body Corporate Insurance Policy. It is used to determine the extent of insurance risk that you have proposed and plays a role in determining fair and competitive premiums. If you make a claim, your personal information enables us to determine your entitlement. If you do not provide the information we request then this can either delay or prevent us from providing the insurance you want or allowing your claim. To obtain a copy of our privacy statement please visit our website at www.racqinsurance.com.au

General Insurance Code of Practice

The purpose of the General Insurance Code of Practice is to establish standards of practice for insurers that we at RACQ Insurance adhere to and support. You may obtain a copy of the Code from the Insurance Council of Australia website at www.insurancecouncil.com.au or by phoning them on 1300 728 228.

Words / terms with special meanings

<i>Word / term</i>	<i>Meaning</i>
<i>Accident/event</i>	Is an accident/event that is unexpected and unintended from your point of view.
<i>As new</i>	New for old replacement regardless of the age of the item.
<i>Building</i>	Buildings situated at the insured property address consisting of: <ul style="list-style-type: none"> • the building or buildings registered on the relevant community title scheme; • outbuildings; • structural improvements forming part of the building; • improvements and fixtures which belong to the owners of lots or you and which form part of the building, including electrical and mechanical motors or appliances which are built in and which cannot be removed without interfering with the electrical wiring, (but not carpets, light fittings, internal window coverings, temporary wall, floor and ceiling coverings, wallpaper and paint); • the common areas; • fences, gates, pools, spas, playing surfaces and their associated structures and fixed equipment located in common areas and relating to the use of the building; • services (including underground) that are your property or that you are liable to repair or replace or pay for the costs of repairing or replacing; • lawns, garden areas, trees, shrubs and plants located in common areas.
<i>Common area</i>	The area of a community title scheme or strata title scheme which does not form part of any lot or tenancy, including but not limited to garages, storage areas, parking areas, walkways and stairwells that are not secure and over which any owner does not have exclusive use under the by-laws of your body corporate or tenancy agreement.
<i>Common contents</i>	Common contents situated at the insured property address belonging to you including: <ul style="list-style-type: none"> • furniture and furnishings in common areas; • light fittings, internal window coverings, temporary wall, floor and ceiling coverings, carpets, wallpaper and paint in common areas; • portable domestic appliances in common areas; • business or office furniture, electrical equipment, plant and telephones used primarily in the administration of the building and kept at the property address.

Words / terms with special meanings

Word / term	Meaning
<i>Computer equipment</i>	Computers, personal computers, associated hardware, computer programs and software.
<i>Consequential loss</i>	Any loss or additional expense arising indirectly from an event that is covered by this policy. For example consequential loss may be: <ul style="list-style-type: none"> • any additional expense in replacing undamaged property so as to create a uniform appearance; • the inability to match the bricks following impact damage to a brick wall; • reduction in value following repair or replacement of lost or damaged property; • loss of use; • loss of income.
<i>Cost to us</i>	What it would cost us, including any discounts that are available to us, to repair or replace the item or property at the time the loss or damage occurred.
<i>Excess</i>	An excess is an amount you have to pay us or bear towards the cost of a claim under your policy. All excesses are shown on your certificate of insurance. See page 29 for the types of excesses that may apply.
<i>Flood</i>	Rising water which enters the insured property address as a result of it running off or overflowing from any origin or cause. <i>This policy does not cover flood</i>
<i>Incurred net loss of rent</i>	The rentable value of the building or lot immediately prior to the damage.
<i>Insured property address</i>	The property address shown on your certificate of insurance as the location of the insured buildings and/or common contents.
<i>Motor burnout</i>	The fusing and/or melting of the windings of an electric motor as a result of overheating caused by electric current.
<i>Office bearer</i>	Includes your chairperson, secretary, treasurer and other committee members, but does not include a body corporate manager, service contractor, letting agent or other contractor.
<i>Policy</i>	The contract includes: <ul style="list-style-type: none"> • your application for insurance and any application for renewal; • this PDS; • the certificate of insurance; • any issued SPDS.

Words / terms with special meanings

<i>Word / term</i>	<i>Meaning</i>
<i>Premium</i>	The amount you pay to obtain the insurance cover. It includes any compulsory government statutory charges, levies, duties and taxes where applicable.
<i>Retaining wall</i>	A wall which is not part of the residential building, designed to hold back or prevent the movement of earth or water.
<i>Storm</i>	A violent disturbance of the atmosphere associated with strong winds including a cyclone, lightning, heavy rain, hail or snow, but not continuous bad weather by itself.
<i>Terrorism</i>	An act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from the nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or puts the public, or any section of the public in fear.
<i>Theft</i>	Stealing without forcible or violent entry.
<i>Total loss claim</i>	Any claim where the full sum insured less any excess is paid out.
<i>Tsunami</i>	An ocean wave that has its origins in an under water earthquake or volcano.
<i>Unoccupied</i>	More than 50% of the residential lots contained in the building are and have been unoccupied for more than 60 consecutive days unless you have told us and we have agreed in writing to cover you.
<i>Voluntary worker</i>	A person working in the building or at its address with your express approval without a payment or expectation of payment.
<i>We, us</i>	RACQ Insurance Limited A.B.N. 50 009 704 152 AFS Licence Number 233082
<i>Wrongful act</i>	A breach of trust, negligent act, statement or omission, misstatement, misleading statements or breach of warranty of authority.
<i>You, your</i>	The body corporate shown as the policyholders on the certificate of insurance.

Your buildings

Settling your claim

Your policy covers the building only if it is used exclusively as a residential building and is under your control.

If your certificate of insurance shows that the building is insured, we will cover your buildings for loss or damage caused by an accident/event occurring during the period of insurance. The maximum we pay for all claims arising out of any one accident/event for loss or damage to the building is the sum insured shown on the certificate of insurance less any excess that may apply.

We may choose at our option to:

- rebuild, repair or replace the building as new, including any additional cost necessary to comply with government or local government by-laws and regulations in relation to only that part of the building that is damaged, providing that such requirements were complied with when the building was originally constructed or subsequently altered; or
- pay you the cost to us of reinstating or replacing the building (you may reinstate or replace the building in any manner and on any site in Queensland you like provided that any extra costs are paid by you); or
- pay you the salvage value of the building together with the cost of removing the debris if you had intended at the time of the loss or damage to demolish it.

The rebuilding, repairing or replacement must start within six months from the date of loss or damage. If it does not, at our option we pay for either of the following:

- the market value cost to us of your building at the time of the loss or damage less a reasonable deduction for depreciation; or
- the cost to us of repairing your building to the same condition it was in immediately before the loss or damage.

Your buildings

The most we will pay you for building claims

We pay only for:

- the rebuilding, repairing or replacement of that part of the building that was damaged or destroyed - we do not cover additional expenses in replacing undamaged parts in order to create a uniform appearance;
- materials of a similar kind or quality if the original materials are not readily available in Australia;
- the cost of rebuilding, repairing or replacing the building to the condition it was in immediately before the loss or damage if it was not in a sound condition or not well maintained at that time. We do not pay to repair or replace it as new;
- motor burnout we deduct an allowance for depreciation from the cost of replacement or repair before we deduct any excess. This depreciation applies if the motor is more than five years old, at the rate of 10% of the claim for each year over five years, up to a maximum deduction of 80%;
- up to \$500 in any one period of insurance for loss or damage to lawns, garden areas, trees, shrubs and plants located in common areas.

Your common contents

Settling your claim

If your certificate of insurance shows that the common contents are insured, we will cover your common contents for loss or damage caused by an accident/event occurring during the period of insurance.

The maximum we pay for all claims arising out of any one accident for loss or damage to common contents is the sum insured shown on the certificate of insurance less any excess that may apply.

We may choose at our option to:

- repair or replace the contents as new; or
- pay you the cost to us of repairing or replacing them as new.

The common contents must be repaired or replaced within six months from the date of loss or damage. If they are not, at our option we pay one of the following:

- the replacement value cost to us of the common contents at the time of loss or damage less a reasonable deduction for wear, tear and depreciation; or
- the cost to us of repairing them to the same condition they were in immediately before the loss or damage.

Your common contents

The most we will pay you for common contents claims

We rebuild, repair or replace only the common contents that are lost or damaged.

If an item is a part of a pair, set or collection, we only pay for the repair or replacement of the lost or damaged item. If it cannot be repaired or replaced we only pay you the replacement value of the item. We do not pay for any decrease in the value of the pair, set or collection.

We do not cover additional expenses in replacing undamaged contents in order to create a uniform appearance.

Materials of a similar kind and quality are used if the original materials are not readily available in Australia.

We cover internal window coverings and temporary wall, floor and ceiling coverings and carpets only in the room, hall or passageway where the loss or damage is evident.

For motor burnout we deduct an allowance for depreciation from the cost of replacement or repair before we deduct any excess. This depreciation applies if the motor is more than five years old, at the rate of 10% of the claim for each year over five years, up to a maximum deduction of 80%.

Additional benefits we provide for you

Our payment of all or part of the additional benefits listed below is conditional upon us having allowed or paid your claim for loss or damage to the building or common contents.

The benefits listed below are provided by us, to the extent that the cost of providing such benefit/s is or are covered by the remaining or unexhausted portion of the sum insured on the building and/or common contents, as the case may be, after deducting the amount already paid or expensed by us for the loss or damage to building and/or common contents.

<i>What is covered</i>	<i>What is not covered</i>
<p>Building fees and costs If your building has to be rebuilt, repaired or replaced after damage, we also pay for the costs of: a survey; <ul style="list-style-type: none">• design;• related legal work;• exploratory costs necessary to locate the cause of the damage;• demolition;• removal of debris from the site.</p> <p>In aggregate up to a total of 10% of the sum insured.</p>	
<p>Contents in the open air Your policy covers you for damage to common contents in the open air at the property address, including open carports, open verandahs and screened enclosures.</p> <p>The maximum we pay for all claims arising out of any one accident/event for loss or damage to common contents in the open air is the sum insured shown on the certificate of insurance less any excess that may apply.</p>	

× *Not covered*

Additional benefits we provide for you

<i>What is covered</i>	<i>What is not covered</i>
<p>Emergency repairs We will pay up to \$1,500 for any one claim for emergency repairs if an accident/event causes damage. You may carry out emergency repairs to both the building and the common contents to prevent further damage without getting our consent first.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none">✘ other repairs unless they are approved by us.
<p>Fidelity guarantee We insure you against the fraudulent misappropriation of funds which belong to you, by office bearers, a body corporate manager or service contractor. This misappropriation must:</p> <ul style="list-style-type: none">• occur within the period of insurance; and• be discovered by you [and reported to us] within six months after the end of the period of insurance. <p>The maximum amount we pay for all claims during any one period of insurance is the lesser of \$30,000 or \$1,000 x the number of lots shown on your plan (as defined in the Body Corporate and Community Management Act 1997).</p> <p>However if you are entitled to receive any compensation through a fidelity fund established by law or otherwise, the amount we have to pay is reduced by the amount you receive from the fund.</p>	<p>We do not pay for:</p> <ul style="list-style-type: none">✘ fraudulent misappropriation of funds:<ul style="list-style-type: none">• committed after you have discovered the first loss;• committed before the period of insurance;• held by any person other than your office bearers, body corporate manager or service contractor.

✘ *Not covered*

Additional benefits we provide for you

What is covered	What is not covered
<p><i>Inflation protection</i> For the purposes of calculating the payment amount for a total loss claim, we increase the sum insured for the building or common contents according to any increases in the Consumer Price Index since the starting date of the current period of insurance.</p> <p>You do not have to pay any additional premium for this benefit.</p>	
<p><i>Loss of rent</i> If your building or any lot within it becomes unfit to live in as a result of loss or damage to either the building or the common contents, and it was tenanted at the time, we cover you or any lot owner for the incurred net loss of rent during the shorter of:</p> <ul style="list-style-type: none"> • the period that the building or the owner's lot remains unfit to live in; or • 12 months. 	
<p><i>Removal of fallen trees</i> We will pay up to \$500 for any one claim for the cost of cartage and disposal of trees that have fallen and caused damage to the building or common contents.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✘ the cost of removing the tree stump.
<p><i>Temporary accommodation</i> If your building or any lot within it becomes unfit to live in as a direct result of loss or damage, we arrange to accommodate the lot owner living in it at the time in appropriate alternative accommodation as selected by us during the shorter of:</p> <ul style="list-style-type: none"> • the period that the building or the owner's lot remains unfit to live in; or • 12 months. <p>The cost of appropriate alternative accommodation is calculated by reference to the rentable value of the lot immediately prior to the loss or damage.</p>	

✘ Not covered

Optional covers for extra peace of mind

The covers outlined in this section are optional and do not apply unless you have asked for them and we agree to cover you. Additional premiums apply for each cover. Your certificate of insurance will show which covers operate. All optional covers are subject to the terms and conditions of this policy.

Office Bearers Legal Liability

What is covered

We insure:

- your office bearers against their liability; and
- you against your liability to compensate your office bearers for their liability; and
- the estates, heirs, legal representatives or assignees of deceased, incompetent or insolvent office bearers;

to pay another person damages, costs and expenses as a result of a wrongful act committed or allegedly committed by an office bearer in the capacity as an office bearer of the body corporate before or during the period of insurance.

Your policy covers you and the office bearer:

- only if the claim is made against the office bearer and notified to us during the period of insurance; and
- even if the office bearer is not or may not be entitled to indemnity from you.

We pay up to \$1,000,000 less any excess that may apply. This is the maximum we pay regardless of the number of claims arising out of or resulting from any one wrongful act and is inclusive of all legal costs including those we incur. Claims for all wrongful acts committed in the course of one transaction are treated as one claim and the claim is considered to have originated when the first wrongful act was notified to us.

Optional covers for extra peace of mind

Office Bearers Legal Liability

What is covered

If during the period of insurance you or your office bearers become aware of any incident or circumstance that may give rise to a claim under this cover, you must give us written notice of it before the end of the current period of insurance. Then we will treat any claim that is made subsequently as a claim made during the period of insurance.

A claim may be made verbally or in writing and communicated to you or one of your office bearers by any means and in any circumstances.

Although you need submit only one application to obtain this cover for you and all your office bearers, they are each considered to have submitted a separate application on their own behalf. However, we will not refuse a claim by an office bearer simply because the application contains a false statement, or does not disclose relevant information, in relation to another office bearer except where you were aware of this or should reasonably have been aware.

What is not covered

We will not pay for legal liability arising out of or in connection with:

- ✘ the intended results of any act or omission, or the results of any reckless act or omission, committed by you, an office bearer or persons acting with your or their consent (but no office bearer is liable for the acts or omissions of any other office bearer);
- ✘ legal costs incurred by you without our consent;
- ✘ a claim for which indemnity is or would have been available under any other insurance policy;

✘ *Not covered*

Optional covers for extra peace of mind

Office Bearers Legal Liability

What is not covered

- ✘ a claim made against any office bearers in relation to the destruction or damage of documents being bearer bonds, cheques, coupons, bank notes, currency notes and negotiable instruments.
- ✘ a claim brought by:
 - an office bearer against any other office bearer;
 - you against any office bearer.

We will not pay for a claim for defamation if the defamation was:

- ✘ made by or at the direction of an office bearer who knew it was likely to be defamatory; or
- ✘ related to broadcasting, publishing or telecasting activities conducted by office bearers on their or your behalf.

A claim arising out of:

- ✘ any matter which was, or should have been, disclosed in your application for this insurance;
- ✘ circumstances which an office bearer was aware of before the start of the insurance term and which that office bearer could reasonably have considered at that time could give rise to a claim.

Any claim arising directly or indirectly out of:

- ✘ any improper or illegal act or acquisition of a benefit by an office bearer;
- ✘ any guarantee or warranty by an office bearer, except a warranty of authority.

✘ *Not covered*

Optional covers for extra peace of mind

Voluntary Workers Insurance

What is covered

We insure voluntary workers against bodily injury or death.

The injury or death must:

- be caused solely and directly by violent, accidental, external and visible means that is unexpected and unintended from the voluntary worker's point of view; and
- occurs at the property address of the building shown on the certificate of insurance and;
- results solely from voluntary work being performed by the worker.

We pay the compensation set out in the table of benefits on page 21 for bodily injury, death and disability.

The maximum amount we pay:

- is \$30,000 for any claim or claims arising out of any one accident;
- for all claims in any one period of insurance is \$250,000.

We pay the weekly payment for temporary total disability or temporary partial disability for a maximum of 52 weeks.

The bodily injury must occur during the period of insurance. Any disability or death arising from the injury must occur within 12 months of the injury. You must notify us of the bodily injury or death within 12 months after it occurs.

An injured voluntary worker must promptly obtain and act on the advice of a qualified medical practitioner. If they do not, they may not be entitled to any benefits under this policy.

Optional covers for extra peace of mind

Voluntary Workers Insurance

What is covered

If a voluntary worker is entitled to claim under this voluntary workers cover and also under the legal liability cover (see page 22) and chooses:

- to accept the benefit under this cover - then the voluntary worker must waive the claim against you under the legal liability cover in writing before we pay this benefit; or
- to pursue the claim against you under the legal liability cover - then we do not pay any benefit under this voluntary worker cover.

What is not covered

We will not pay for bodily injury, death or inability to work for a voluntary worker that:

- ✗ occurs as a result of or is contributed to by:
 - intentional or attempted self-injury or suicide;
 - mental illness, alcohol or drugs;
 - hernia;
 - child-birth or pregnancy.
- ✗ is covered under any workers' compensation legislation.

✗ *Not covered*

Optional covers for extra peace of mind

Voluntary Workers' Insurance

Table of Benefits

<i>Result of accident</i>	<i>Compensation</i>
Death	\$30,000
Total or irrecoverable loss of sight in:	\$30,000
• both eyes	
• one eye	\$15,000
Total loss of effective use of:	
• both hands	\$30,000
• both feet	\$30,000
• one hand and one foot	\$30,000
• one hand or one foot	\$15,000
Total or irrecoverable loss of sight in one eye and total loss of effective use of one hand or one foot	\$30,000
Disability from engaging in or attending to usual profession, business or occupation - payable only to voluntary workers receiving wages or salaries at the date of the injury	
permanent total disability	\$30,000
• temporary total disability	100% of average weekly earnings up to \$400 a week
• temporary partial disability	25% of average weekly earnings up to \$100 a week
To calculate the average weekly earnings, we add up the gross weekly earnings for the 13 weeks before the accident and divide by 13	

Legal Liability Insurance

What is covered

Your policy insures you against your legal liability as owner, occupier or building manager of the building to pay compensation for:

- bodily injury or death of another person; or
- loss or damage to property of another person

caused by an accident/event occurring during the period of insurance at the property address shown on your certificate of insurance.

What is not covered

We will not pay for any amount that exceeds \$20,000,000 for legal liability less any applicable excess, regardless of the number of claims arising out of or resulting from one accident/event. The amount also includes all legal costs.

Your policy does not cover you against a claim for:

- ✘ loss or damage to property owned by you or in your physical or legal control;
- ✘ liability which you take on under an agreement but which would not have existed otherwise;
- ✘ bodily injury or death or damage to property arising out of or in connection with:
 - any liability, if at the time of an accident giving rise to that liability more than 50% of the residential lots contained within the building are and have been unoccupied for more than 60 consecutive days;
 - the intended results of any act or omission, or the results of any reckless act or malicious act or omission by you or any lot owner or person acting with your consent or the consent of any lot owner, including office bearers or persons acting with the express or implied consent of the office bearers;
 - your use, ownership or control of a lift, escalator or inclinator (unless we have agreed to cover you, and it is shown on your certificate of insurance and you have paid any additional premium we require);

✘ *Not covered*

Legal Liability Insurance

What is not covered

- the use of swimming pools or spa baths (unless we have agreed to cover you, and it is shown on your certificate of insurance and you have paid any additional premium we require) or the failure to provide a prescribed swimming pool fence;
 - your use, ownership or control of a vehicle (except a bicycle, ride-on mower, non motorised wheelchair or motorised garden appliance which are not required by law to be registered), or an aircraft or watercraft;
 - the supply of or the consumption of alcohol or drugs;
 - alterations, repairs or the redecorating of your building if the total cost is more than \$40,000;
 - any breach of building regulations, such as but not limited to a requirement to install smoke detectors;
 - the presence of asbestos or asbestos products;
 - bodily injury or disease caused by asbestos;
 - bodily injury or disease caused by mould;
 - aircraft landing areas;
 - the improper use of a gas bottle or the use of a gas bottle that does not comply with relevant legislation and/or applicable Australian Standard;
 - the contraction, transmission or causing of any illness, sickness or disease;
 - organised sporting activity, including sports which require club membership or registration;
 - any act or omission occurring during the course of a criminal or illegal act.
- ✘ bodily injury or death to any person if:
- you are entitled to indemnity under any worker's compensation law or would have been if you had complied with that law;
 - the liability is imposed on you by:
 - any law relating to worker's compensation or employment practices (including discrimination, equal opportunity, and unfair or wrongful dismissal);
 - any industrial award, agreement or determination;
 - any contract of employment or workplace agreement.

✘ *Not covered*

When you are not covered – general exclusions

Application of exclusions

We will not pay for loss or damage or the incurring of a legal liability caused by:

<i>Exclusions</i>	<i>When you are not covered</i>
<i>actions of the sea</i>	<ul style="list-style-type: none">✘ actions of the sea but we will cover:<ul style="list-style-type: none">• tsunami.
<i>an event outside the period of insurance</i>	<ul style="list-style-type: none">✘ any claim arising out of events that occurred before the period of insurance except as shown for in Office bearers' liability insurance.
<i>building and common contents</i>	<p>We will not pay for loss or damage caused by or arising from:</p> <ul style="list-style-type: none">✘ flood;✘ tidal wave or high water;✘ water, hail or wind entering the building:<ul style="list-style-type: none">• as a result of structural defect or faulty design; or• through any opening not made by a storm.✘ wear, tear, gradual deterioration, mould, mildew, action of light, atmospheric or climatic conditions, rust, corrosion, wet or dry rot;✘ biting, chewing or scratching by birds or animals or the action of insects, termites or vermin. <p>We will not pay for loss or damage:</p> <ul style="list-style-type: none">✘ to any property undergoing any process necessarily involving the application of heat such as but not limited to chimneys, flues or stoves;✘ to paths, driveways, gates, paving, free-standing or retaining walls (whether or not part of the building), playing surfaces, shade and sail cloth, swimming pool covers or liners, glasshouses, greenhouses or conservatories (whether or not constructed principally out of glass) caused by or resulting from a storm;✘ if the building is unoccupied at the time of the loss or damage.
<i>business activity</i>	<ul style="list-style-type: none">✘ the use of any part of the building for the carrying on of any business, trade or profession other than management of the building or as its landlord or as an office.
<i>civil commotion</i>	<ul style="list-style-type: none">✘ revolution or other civil disturbances or commotion.

✘ Not covered

When you are not covered – general exclusions

Application of exclusions

<i>Exclusions</i>	<i>When you are not covered</i>
<i>confiscation</i>	<ul style="list-style-type: none">✗ confiscation, nationalisation or requisition of property by any government or local authority.
<i>consequential loss</i>	<ul style="list-style-type: none">✗ consequential loss (loss or additional expense arising only indirectly from an accident/event that is covered by the policy such as loss of use, loss of income) except to the extent it is covered by the additional benefits of building fees and costs, temporary accommodation and loss of rent.
<i>criminal act</i>	<ul style="list-style-type: none">✗ a criminal or illegal act by you or committed by any person with your consent or when the building is used for a criminal or illegal purpose with your knowledge.
<i>computers, data</i>	<ul style="list-style-type: none">✗ failure of any computer program or electronic system to process any form of data including day or date functions properly and accurately;✗ the loss of data or information however kept or stored;✗ a computer virus;✗ computer hacking.
<i>defective or faulty workmanship</i>	<ul style="list-style-type: none">✗ inherent defect or defective or faulty workmanship, design or manufacture.
<i>deliberate acts</i>	<ul style="list-style-type: none">✗ loss, damage, injury or legal liability, deliberately, maliciously or wilfully caused or incurred by you, any office bearer, or any other person acting with your express or implied consent or that of any office bearer.
<i>erosion, landslide</i>	<ul style="list-style-type: none">✗ erosion, vibration, subsidence, landslide, mudslide, collapse, shrinkage or any other earth movement (except earthquake) no matter how caused.

✗ Not covered

When you are not covered – general exclusions

Application of exclusions

<i>Exclusions</i>	<i>When you are not covered</i>
<i>electrical, electronic and mechanical equipment</i>	We will not pay for: <ul style="list-style-type: none">✗ loss or damage:<ul style="list-style-type: none">• to electrical, electronic or mechanical equipment if:<ul style="list-style-type: none">• caused by mechanical, electrical or electronic failure or breakdown other than provided by Motor burnout;• where such loss or damage is in respect of a motor which is covered by a guarantee or warranty;• to any lighting or heating element, fuse or protective device or electrical contact at which sparking or arcing occurs in ordinary use.✗ the cost of any parts such as bearings, gaskets, filters, dryers and the like which do not form part of an electric motor, but which were fitted during motor repair or replacement.
<i>failing to take care of the building or common contents</i>	<ul style="list-style-type: none">✗ failure to maintain the building and common contents in good order and condition.
<i>fines, penalties</i>	<ul style="list-style-type: none">✗ fines, penalties, punitive, exemplary or aggravated damages that a court awards against you.
<i>glass and glassware</i>	We do not cover the breakage of glass: <ul style="list-style-type: none">✗ forming part of any glasshouse or conservatory;✗ where a break does not extend through the entire thickness of the glass;✗ forming part of a picture tube or screen of an electronic visual display unit or a television;✗ ordinarily carried by hand;✗ in a mirror, other than a fixed wall mirror;✗ in a picture frame other than a wall hanging picture frame, a radio set or a clock.
<i>laws and regulations</i>	<ul style="list-style-type: none">✗ any claim arising out of or in connection with a claim brought in a court of law outside the Commonwealth of Australia or any action brought in a court of law within it to enforce foreign judgement;✗ failure to comply with applicable laws and regulations.

✗ Not covered

When you are not covered – general exclusions

Application of exclusions

<i>Exclusions</i>	<i>When you are not covered</i>
<i>other insurance</i>	<ul style="list-style-type: none">✗ loss, damage, injury or legal liability which may be claimed under any other insurance policy.
<i>radioactivity</i>	<ul style="list-style-type: none">✗ radioactivity or the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission.
<i>seepage, pollution</i>	<ul style="list-style-type: none">✗ seepage, pollution or contamination directly or indirectly by any substance no matter how caused, or the breach or enforcement of any law relating to any kind of emission, effluence or pollution.
<i>swimming pools and spas</i>	<p>We will not pay for:</p> <ul style="list-style-type: none">✗ movement of swimming pools or spas from any cause;✗ accidental breakage, chipping or lifting of tiles to your swimming pool or spa or their surrounds.
<i>tanks, pipes, gutters and drains</i>	<p>Where loss or damage arises from bursting, leaking, discharging or overflowing of tanks, pipes, gutters or drains used to hold or convey liquid of any kind your policy does not cover any:</p> <ul style="list-style-type: none">✗ unauthorised costs incurred in locating the source of the loss or damage; or✗ costs over \$200 to repair or replace the tanks, pipes, gutters or drains.
<i>terrorism</i>	<ul style="list-style-type: none">✗ an act of terrorism directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical or nuclear weapons, pollution or contamination caused by the aforementioned.
<i>tree lopping</i>	<ul style="list-style-type: none">✗ lopping or felling trees by you or any lot owner or by any other person with your or their consent.
<i>trees, shrubs or plant roots</i>	<ul style="list-style-type: none">✗ tree, shrub or plant root activity.
<i>war</i>	<ul style="list-style-type: none">✗ war or other acts of foreign enemy (whether war is declared or not).

✗ Not covered

Important information about the cost of this policy

How we calculate your premium

Rating criteria	Affect on premium
Sum insured of the building and common contents	The amount of sum insured chosen for the building and common contents will impact on the premium level. A higher sum insured generally means an increased premium.
Construction of the building	The type of construction and the materials used will have an effect on the frequency and cost of claims. For example: tile roofs may be more susceptible to storm damage.
The type of options chosen	The more optional covers chosen the higher the premium you pay.
Building features	Any lifts/elevators or swimming pools may increase the premium.

How your premium can change

Action	Your premium may increase if:	Your premium may decrease if:
You change your sum insured	You increase your sum insured.	You decrease your sum insured.
You change the options on your policy	You add Office bearers' legal liability / Voluntary workers' insurance.	You remove Office bearers' legal liability / Voluntary workers' insurance.

Important information about the cost of this policy

Policy costs and charges

Excess

When you make a claim and you are required to pay an excess to us, we tell you when to pay that excess, how to pay it and we may direct you to pay it to a third party on our behalf. In some cases we may deduct the excess from the amount we pay you.

When loss or damage occurs to both your building and common contents because of the same accident/event, you will only be required to pay one excess. If the excesses are different, you will have to pay the higher excess.

The total amount payable for loss or damage caused by earthquake during any period of 48 consecutive hours will be reduced by the amount of the Earthquake excess shown on your certificate of insurance.

In addition to any other excess that may apply, the following excesses will apply if shown on your certificate of insurance:

Water damage excess

You have to pay this excess if the words "water damage excess" are shown on your certificate of insurance.

The excess applies only to those claims made for water damage caused by liquid bursting, leaking, discharging or overflowing from:

- tanks, pipes, gutters or drains used to hold or convey liquid of any kind;
- dish and clothes washing machines;
- water catchment trays of refrigerators or freezers;
- fixed domestic apparatus, such as a lavatory cistern and pan, sink, bath, basin, shower recess or cubicle;
- roadside gutters or drains.

Legal liability excess

You must pay the applicable excess or excesses as the first part of any liability claim made by you.

Important information about the cost of this policy

Policy costs and charges

<i>Excess</i>	<p><i>Direction to pay excess</i></p> <p>In the case of a repair or the supply of goods or services, unless we advise you otherwise, you are required to pay the excess, if any, to the repairer or supplier as our agent. Your appointment as our agent is for the sole purpose of paying to the repairer or supplier the excess which you owe us.</p> <p>There may be more than one excess that applies.</p> <p>The applicable excess or excesses are shown on your certificate of insurance.</p>
<i>Cancellation fee</i>	<p>If you cancel your policy during the period of cover (apart from the 21 day cooling-off period) and you have paid an annual premium then the refund will be calculated on a pro rata basis for the unexpired period of cover less 10% for administrative costs (a maximum fee of \$80.00 would apply with a minimum fee of \$10.00 when the pro rata cancellation refund is under \$100.00).</p> <p>There is no refund if you have been paying monthly.</p>
<i>Pay by the month</i>	<p>If you choose to pay by the month using the direct debit method, an annual fee may apply. The applicable fee or fees are shown on your certificate of insurance.</p> <p>Please note our premium discounts do not apply to such fees.</p>
<i>Claims costs that you may bear</i>	<p>Where a claim is made that would otherwise be covered by your policy, but the claim amount (as assessed by us) is less than the excess you have to pay, we will not manage those claims.</p>
<i>Motor burnout</i>	<p>We deduct an allowance for depreciation from the cost of replacement or repair before we deduct any excess. This depreciation applies if the motor is more than five years old, at the rate of 10% of the claim for each year over five years, up to a maximum deduction of 80%.</p>

Claims information and requirements

How to make a claim

If your building and/or common contents suffer loss or damage, or an accident happens that might lead to a claim simply call us on 13 7202 or go into any RACQ Branch office.

Our consultants are available to help you 24 hours, 7 days a week. We will explain the claim process and advise you of what you need to do to assist the efficient progress of your claim.

In most cases a claim form is not required. You will be provided with one if it is required.

If you are registered for Goods and Services Tax (GST), you must provide us with your Australian Business Number (ABN) and Input Tax Credits (ITC) percentage before your claim can be lodged.

What you must do

If an accident/event happens that might lead to a claim, you must:

- do everything you reasonably can to limit the loss, damage or liability and to prevent further loss, damage or liability;
- immediately advise the police if a criminal act might be the cause of the loss, damage or theft and co-operate with us and relevant authorities in prosecuting the alleged offender;
- contact us immediately by telephoning 13 7202 if a major loss or theft occurs. You should also notify the appropriate authorities such as the ambulance, police or fire brigade;
- send us the police crime report number and details of any mortgagee's interest in the lost or damaged property;
- give us details of any other insurance and other relevant information if required by us;
- immediately send us any correspondence you receive about the claim. This includes telling us if you become aware of any pending court proceedings or offers of settlement;

Claims information and requirements

What you must do

- give us any information, written statements, evidence and help we may need in defending, prosecuting and investigating the claim. This may include asserting all rights against any person nominated by us and attending an interview with our assessor, investigator, any agents appointed by us, such as a solicitor, or attending court to give evidence;
- promptly respond to any correspondence you receive from us;
- advise us of any impending prosecutions or inquest;
- keep damaged property for our inspection;
- tell us immediately if there is another insurance policy that provides the same cover for loss, damage or legal liability as this policy provides.

What you must not do

If you are making a claim you must not:

- carry out repairs (except emergency repairs up to \$1,500) or dispose of any damaged property;
- admit liability to anyone;
- limit our ability to recover from a third party;
- negotiate, pay or settle a claim with anyone.

What we may do

If an accident/event happens that causes loss, damage, injury or the incurring of a legal liability, we may take over and conduct in your name, an office bearer or any other person insured, the defence or settlement of any claim covered by the policy. We have sole discretion in how the defence is conducted or a claim is settled.

We may settle a claim within the limits of the applicable sum insured. If you or any person covered by the policy:

- does not consent to that settlement; or
- contests or continues legal proceedings,

Claims information and requirements

What we may do

then subject to the limit of the cover, our liability is limited to the amount for which we could have settled the claim up to the date of your refusal of consent.

What can affect your entitlement

If you do not comply with any condition of your policy or certificate of insurance, it can affect how much we pay.

If the insured property is not kept in good condition and reasonable care is not taken to safeguard it from loss or damage, this may affect how much we pay.

If you or any other person makes a false or fraudulent claim, we can refuse to pay it. In either case we may also cancel the policy as permitted by law.

We do not have to accept a claim if your annual premium is overdue or if a monthly premium instalment is at least 14 days overdue.

Proof of ownership/value

In making any claim, you may be required to produce to us proof of having owned the property in question, an accurate description of the property and its value.

You should ensure that you obtain and keep regular written valuations for items of a unique nature such as paintings or works of art from a qualified, experienced and reputable valuer in Australia. Valuations should include a full detailed description of the property that would assist us to replace the item if necessary. In addition, photographs, receipts or accounts of purchase may well prove helpful to you should you need to make a claim.

Claims information and requirements

Adjustment for outstanding premium

If we pay the maximum amount for loss or damage to your building and/or common contents, your policy ends automatically. You are not entitled to any refund of premium. If you have been paying by monthly direct debit instalments, we deduct from the payment an amount equal to the outstanding monthly instalments for the period of insurance shown on your certificate of insurance.

Financial claims scheme

The purpose of the Financial claims scheme is to protect policyholders of a general insurer from potential loss due to the failure of an institution. You may be entitled to a payment under the Financial claims scheme. Access to the scheme is subject to eligibility criteria. For further information about the scheme this can be obtained from the APRA website at www.apra.gov.au or the hotline on 1300 131 060.

We take customer satisfaction seriously

If you have a complaint concerning this product, our services or a privacy issue:

Talk to us first

- The first thing you should do is call 13 7202 and speak to one of our staff;
- If your complaint relates specifically to a claim, speak with a claims officer;
- If the staff member is unable to resolve your complaint to your satisfaction, you may ask to speak to a team leader or manager.

If you are still not satisfied:

Seek an internal review

- At your request the matter can be referred to our Internal Dispute Resolution Committee who will conduct a full review of your complaint and advise you of the committee's decision within 15 business days.

If you are still not satisfied:

Seek an external review

- RACQ Insurance is a member of a disputes resolution service, known as The Financial Ombudsman Service Limited. The service will not accept a dispute unless you have first tried to resolve it with us.
- If we do not resolve your dispute to your satisfaction, you can contact the service, which is set up to assist policyholders resolve their dispute. It is a free service to you and, although paid for by the general insurance industry, is a totally independent and impartial body. We agree to accept their determination as final.
- You can contact the service by:
 - Phoning: 1300 780 808 for the cost of a local call
 - Writing to: *The Financial Ombudsman Service Limited, GPO Box 3, Melbourne, Victoria 3001*
 - Email: info@fos.org.au
 - Website: www.fos.org.au

The information is also available on our website at www.racqinsurance.com.au

General conditions

The agreement between you and us

Your insurance cover is a legal contract between you and us. We agree to give you the insurance set out in the policy for the premium paid by you.

The contract includes:

- the information you provided to us when you purchased or varied the policy, and at each renewal;
- this PDS;
- the certificate of insurance;
- any issued SPDS.

The insurance is only for the cover for which you have a certificate of insurance and only for the period of insurance indicated on the certificate. It is also subject to the conditions contained in the PDS or SPDS and on the certificate of insurance.

If two or more persons are named as the insured on the certificate of insurance, each of them is responsible both individually and together for:

- the completeness and accuracy of information in any application forms, statements, claims or documents supplied by any one of them to us; and
- compliance with the conditions of this policy.

What you must do

You must tell us immediately if:

- your building is no longer used exclusively for residential purposes;
- there is any material change in the building or common contents (including where they are kept) or in the nature of the risk they are exposed to;
- you intend to undertake substantial alterations or additions;
- you resolve to change your community management module;
- you acquire any land other than the property address;
- if you take out any other insurance which provides the same or similar cover provided by this policy;

General conditions

What you must do

You must tell us immediately if:

- more than 50% of the residential lots become unoccupied at any one time.

If you or any other insured person do not tell us everything relevant or if you or they mislead us, we may:

- refuse to pay a claim or part of it; and
- avoid or cancel the policy.

You or any person must:

- keep the building and common contents in good condition and take reasonable care to safeguard them from loss or damage;
- comply with all the conditions set out in your PDS, SPDS and certificate of insurance;
- promptly comply with requirements of public authorities.

Payment of premium

The premium is the amount you pay to obtain the insurance cover. The certificate of insurance shows the amount of premium and whether you are paying annually in advance or by monthly direct debit instalments.

If you are paying:

- annually you must pay by the due date;
- by monthly instalments – you must pay each instalment by the due date.

Non payment of premium

If you have not paid the premium by the due date shown on the certificate of insurance or the interim cover certificate, this policy will not come into force. In that case, you will have to reapply to us for insurance cover.

If you are paying your premium by monthly instalments and any instalment payment is overdue for a period of at least 14 days, we may refuse to pay a claim.

General conditions

Non payment of premium

If after payment of the first instalment, any subsequent instalment payment is overdue by a period of at least one month, your policy will be cancelled from the date the instalment was due to be paid. We will send a letter to your last known address advising you of the reason, effective date and time of such cancellation.

Your agreement to pay additional premium

You agree to pay any additional premium resulting from a claim made under this policy between the time a premium notice inviting renewal of your policy is issued and the actual renewal date.

If you have not paid the required additional premium in full for a change you have requested to your policy within 14 days, we will reduce your period of insurance cover to correspond with the amount you have already paid.

Policy comes into force

This policy comes into force on and from the first date of the period of insurance shown on the certificate of insurance or interim cover certificate issued to you, provided you have paid the annual or instalment premium shown on your premium notice.

Variation

You may ask us to change a provision of your policy. The change or addition takes place only when we confirm it in writing to you or endorse it on your policy or certificate of insurance, and you pay any additional premium that we require.

Waiver

A provision is only waived if we give you the waiver in writing.

General conditions

Authority to act for the body corporate

You agree to act on behalf of all your office bearers in connection with all matters relating to this policy.

The office bearers:

- authorise you to act on their behalf; and
- agree that this authority does not take away from their rights and obligations or impose any additional obligation on you under the policy.

Cancellation

By you

Apart from any rights you may exercise under the “Cooling-off period” provisions of this policy you may cancel your policy by advising us in writing. The cancellation takes effect on the date we receive your request, see page 30.

By us

We may cancel your policy at any time as permitted by law after giving you notice in writing. We refund any premium paid less an amount for the period for which you were insured.

Avoidance

In some cases, we may avoid the policy from its inception if there is on your part fraud, misrepresentation during negotiations, failure to disclose information or other breaches of your policy as set out in the Insurance Contracts Act 1984.

Pay by the month option

You can arrange for your bank, credit union or building society to debit an automatic payment from your account each month. All you need to do is ensure you have enough money in your account to cover the payments. Your first payment will be deducted approximately 10 days after advising us of your account/credit card details. The second and subsequent payments will be deducted on your monthly payment date. (Two payments may be deducted in the first month, depending on your monthly payment date).

Where the due date falls on a non-business day in Sydney and Melbourne, we will debit the amount on the next business day. If you are uncertain when the debit will be processed to your account, you should contact your financial institution directly.

How to apply

If you would like to pay your RACQ Insurance premiums by the month, simply call us on 13 1905.

Renewal process

You will be sent a renewal certificate prior to the expiry of your policy so you can check the details. Monthly instalments will continue to be debited to your account unless you notify us in writing to vary these arrangements.

Pay by the month option

Important information

You may cancel your direct debit request, stop or defer an individual debit amount by writing to us at Reply Paid 4, RACQ Insurance Limited, Pay by the month, Springwood Q 4127. We must receive your notification at least 14 days prior to the next due date to process your request in time.

Your direct debit amount may vary if you make any policy alterations.

If debits are returned unpaid by your financial institution we will either attempt to debit from your nominated account again or we will contact you to arrange another way of paying. We reserve the right to cancel the direct debit arrangement if 3 or more debits are returned unpaid by your financial institution.

The following terms and conditions apply when you elect to pay your premium by this direct debit method:

- if your bank account details change you will need to tell us not less than 14 days before your next monthly instalment is due;
- if your credit card details change you must contact us not less than 2 business days before your next monthly instalment is due;
- when you have paid the first instalment, insurance cover commences on and from the first effective date and time shown on your certificate of insurance;
- if any instalment payment is overdue for a period of at least 14 days, we may refuse to pay a claim;
- if an instalment of the premium remains unpaid for a period of at least one month, the policy is automatically cancelled.

On renewal you will be sent a notice prior to the expiry date of this policy. At that time, unless you need to make any changes, you need take no action as your policy will be automatically renewed.

Contact Us

For further information or assistance call us 24 hours every day on 13 1905, visit us at www.racqinsurance.com.au or drive safely to your nearest RACQ branch.



RACQ
Insurance

RACQ Insurance Limited

ABN 50 009 704 152

AFS Licence Number 233082

2649 Logan Road, Eight Mile Plains, Qld 4113

RACQ Insurance products are sold only by RACQ Operations Pty Ltd
ABN 80 009 663 414 and our network of RACQ Insurance authorised representatives

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