

Unique Vehicle Insurance Policy

Product Disclosure Statement



RACQ
It pays to belong

Welcome to RACQ Insurance.

Thank you for insuring with RACQ Insurance.

We are delighted to have you as a member. 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. Members have access to a network of stores 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 store</i>
<i>Claims related enquiries</i>	<i>13 7202 or any store</i>
- *Visit any RACQ store during business hours*
- *Visit our website at racq.com/insurance*

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How this policy works

RACQ Insurance Unique Vehicle Insurance Policy is designed to provide you with comprehensive cover for your vehicle in the case of an accident/event and/or accidental damage to other people's property.

This policy provides cover for:

- Motor comprehensive
- The additional benefits for your vehicle listed on pages 12-16
- You can also choose the option of No Claim Discount protection by paying more.

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 Product Disclosure Statement (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>Accidental damage to other people's property</i>	Up to \$20,000,000	23
<i>Baby capsules and child seats</i>	Up to \$500	12
<i>Change of vehicle</i>	Up to 14 days cover for your replacement vehicle when you change your vehicle	12
<i>Choice of repairer</i>	Freedom to choose an RACQ Insurance Selected Repairer or a repairer of your choice	12
<i>Damage to your box trailer or caravan</i>	Up to \$750	13
<i>Driver fatality</i>	\$7,500	13
<i>Driver training participation</i>	Cover for your vehicle whilst participating in an approved course	13
<i>Emergency repairs</i>	Up to \$500	13
<i>Finance gap protection</i>	50% of the difference between outstanding loan balance and agreed value	14
<i>Hire car after theft</i>	Up to 14 days, maximum benefit of \$1,400 for any one claim	14
<i>Lifetime guarantee</i>	Guarantee the quality of repairs completed by RACQ Insurance Selected Repairers for as long as you or your family is the owner of the motor vehicle	14
<i>Loss or damage to your vehicle</i>	Up to the agreed value shown on your latest certificate of insurance	9

Important information about your policy

Policy benefits

Cover Provided	Benefit	Page
Personal property	Up to \$500	15
Replacement of vehicle after a total loss	New vehicle of same make, model including tools, accessories and on-road costs providing the insured vehicle is no more than 2 years old from date of the original registration	15
Salvage rights	For vehicles over 25 years of age and the agreed value is \$20,000 or less	16
Theft of vehicle keys	Up to \$750	16
Towing and storage costs	Up to 30 days, maximum of \$100 per day	16

Policy discounts that you may be entitled to

Visit racq.com/insurance for the details of discount rates.

Discount type	Benefit
Car alarm discount	You may be entitled to a premium discount for having an after market alarm system or engine immobiliser installed.
Combined discount	If you combine two motor vehicles onto one policy, you may be entitled to a combined premium discount*.
Driver excellence bonus	If you have held a rating 1 continuously for the last five years or more you may be entitled to a premium discount.
Roadside Assistance loyalty discount	You may be entitled to a premium discount if you hold RACQ Roadside Assistance (excludes Business Roadside Assistance).
No claim discount	You may be entitled to a no claim premium discount as a reward for a claims free record.

*Not including golf buggies, motorised mobility vehicles or wheelchairs.

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 vehicle covered under your policy. It also specifies its parts, accessories and equipment, the limits of cover, agreed value, 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

Your duty of disclosure

You have a duty of disclosure under the Insurance Contracts Act 1984.

What you must tell us before you enter into or vary this insurance contract

Before you enter into or vary an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

What you must tell us before you renew this insurance contract

Before you renew this contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984. When you renew your policy we may give you a copy of information you have previously told us.

If we provide you with a copy of your information, you must contact us if there has been a change. If there have not been any changes, you must tell us. If you do not contact us, you will be taken to have told us there is no change.

Also, if we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to renew the contract of insurance.

Who needs to tell us and why

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. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

If you do not understand

If you do not understand your duty of disclosure, please contact us on 13 1905.

Important information about your policy

Personal information

The personal information you give us is used to set-up and administer your Unique Vehicle 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.

Our Privacy Statement

To obtain a copy of the RACQ Group Privacy Statement visit our website at racq.com/insurance or racq.com/privacy. You can also call us on 13 1905 or email us on privacy@racq.com.au to request a copy.

General Insurance Code of Practice

The General Insurance Code of Practice sets standards for insurers. RACQ Insurance is a signatory to the General Insurance Code of Practice. You can get a copy of the General Insurance Code of Practice from the Insurance Council of Australia by:

- calling 1300 728 228
- visiting www.insurancecouncil.com.au

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>Agreed value</i>	A value that we agree to insure your vehicle for. This value is shown on your certificate of insurance. The agreed value includes all relevant statutory charges and taxes.
<i>Authorised use</i>	The use of your vehicle for: <ul style="list-style-type: none">• private, social, domestic or pleasure purposes including driving tuition, when the tuition is given free• ridesharing, if this is shown on your Certificate of Insurance• business purposes, if this is shown on your Certificate of Insurance
<i>Dangerous goods</i>	As defined in the Australian Code for the Transport of Dangerous Goods by Road and Rail in any related State or other legislation.
<i>Excess</i>	An excess is an amount you have to pay us or bear towards the cost of a claim under your policy. Details of the amount and type of excess are shown on your certificate of insurance. See page 25 for the types of excess that may apply.
<i>Inexperienced driver</i>	A person who is over 24 years of age and has not held a full or open Australian driver's licence for at least the preceding two consecutive years.
<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.
<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.

Words / terms with special meanings

<i>Word / term</i>	<i>Meaning</i>
<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>Tools and accessories</i>	Includes any tool or additional accessory on the vehicle fitted by the manufacturer. You will need to advise us of any tool or accessory on the vehicle that was not fitted by the manufacturer. If we agree to cover them they will be listed on your certificate of insurance.
<i>Total loss</i>	We consider it is uneconomical or unsafe to repair your vehicle having regard for its: <ul style="list-style-type: none">• agreed value;• assessed cost of repairs;• assessed salvage value; or• the vehicle has been stolen and not recovered.
<i>Vehicle</i>	The vehicle described in your certificate of insurance.
<i>We, us</i>	RACQ Insurance Limited A.B.N. 50 009704 152 AFS Licence Number 233082
<i>You, your</i>	Person or persons shown as the policy holders on the certificate of insurance.

Comprehensive insurance

Settling your claim

We insure you against loss or damage to your vehicle including its tools and accessories attached to it or in it at the time caused by an accident/event or theft, during the period of insurance. We may choose at our option to:

- repair the damaged vehicle, tools and accessories; or
- pay the cost to repair or replace them as at the time of damage or theft.

If any part associated with the repair of your vehicle is found to be unavailable within Australia, and we are unable to obtain the part from overseas within 60 days after the date of the assessment of your damaged vehicle, we may at our option settle your claim by paying you the cost to repair your vehicle including an allowance for the cost associated with the unavailable part.

If we consider your vehicle to be a total loss we will pay the agreed value specified on your certificate of insurance.

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

The terms and conditions of this policy apply to a financier or other credit provider in the same manner as they apply to you.

When repairs are uneconomical, we may keep the damaged or stolen vehicle if recovered and in addition the proceeds of the unexpired portion of the statutory on-road costs. Refer to additional benefit Salvage rights page 16.

Comprehensive insurance

What is not covered

- × any excess shown on your certificate of insurance;
- × any amount in excess of the agreed value, if the words agreed value are shown on your certificate of insurance;
- × loss or damage to your vehicle if being used outside of Australia;
- × loss or damage:
 - to tyres of your vehicle caused by the application of brakes;
 - to exterior paintwork caused by the action of water, sand or rain;
 - caused by biting, chewing or scratching by birds, animals or insects;
 - resulting from wear, tear, corrosion, rust or deterioration;
 - resulting from structural failure or mechanical, electrical or electronic breakdown or failure;
- × loss of use of your vehicle or any financial loss because you cannot use it, such as the cost of alternative transport;
- × reduction in the value of your repaired vehicle;
- × the cost of rectifying previous repairs as a result of poor workmanship.

× *Not covered*

Comprehensive insurance

Additional benefits we provide for you

We provide you with these additional benefits if we have agreed to accept your claim.

What is covered	What is not covered
<p>Baby capsules and child seats We will pay up to \$500 in total after we deduct any applicable excess for baby capsules or child seats that belong to you or are in your custody and are damaged or stolen while fitted to your vehicle.</p>	
<p>Change of vehicle If you sell your vehicle and replace it with a similar type of vehicle during the period of insurance, we cover the replacement vehicle for 14 days from the date of its purchase if you:</p> <ul style="list-style-type: none">• tell us within 14 days of buying the new vehicle; and• pay any additional premium we require.	<p>✘ any amount in excess of the agreed value or the purchase price of the replacement vehicle whichever is the lesser.</p>
<p>Choice of repairer Where we have chosen to repair your vehicle following accidental damage, you have the freedom to choose:</p> <ul style="list-style-type: none">• An RACQ Insurance Selected Repairer. Our Queensland network of selected repairers has been chosen for their prompt performance and quality of workmanship. Each repairer is prepared to abide by our stringent requirements and personal commitment to service; or• A repairer of your choice. We recommend that when selecting a repairer you should be confident that your chosen repairer has the necessary expertise and equipment to repair your vehicle.	

✘ Not covered

Comprehensive insurance

Additional benefits we provide for you

<i>What is covered</i>	<i>What is not covered</i>
<p>Damage to your box trailer or caravan</p> <p>We pay up to \$750 in total after we deduct any applicable excess if your box trailer or caravan is:</p> <ul style="list-style-type: none">• damaged by an accident or stolen while attached to your vehicle or in your possession; and• is not insured against loss or damage under this or any other policy. <p>Your vehicle does not have to be damaged in the accident for you to get this benefit.</p>	<ul style="list-style-type: none">× any unregistered box trailer or caravan.
<p>Driver fatality</p> <p>If your death or the death of a person named as a driver on your certificate of insurance is the direct and sole result of injury caused by an accident/event:</p> <ul style="list-style-type: none">• whilst driving your vehicle; and• occurs within 90 days of the accident/event, we will pay \$7,500 to your or that person's estate.	
<p>Driver training participation</p> <p>We will provide cover for your vehicle whilst you are participating in an approved course on either a public road or purpose built facility whilst under instruction for the sole purpose of improving your driving skills on the road.</p>	<ul style="list-style-type: none">× loss or damage which occurs whilst not under instruction;× participation in a course or program undertaken by any motor sport governing body.
<p>Emergency repairs</p> <p>You may have emergency repairs up to a cost of \$500 carried out without consulting us but you must get our written consent before you authorise any other repairs.</p>	

× Not covered

Comprehensive insurance

Additional benefits we provide for you

What is covered	What is not covered
<p>Finance gap protection</p> <p>If we determine that your vehicle is a total loss after damage or theft occurring, and the amount you owe under a financial arrangement with a financial institution is more than the current agreed value, we will pay:</p> <ul style="list-style-type: none">• 50% of the difference between the agreed value and the amount owed by you to the financier shown on your certificate of insurance.	<ul style="list-style-type: none">× any payments in arrears;× any fee, penalties, charges or other administration costs;× any amount you owe under a financial arrangement resulting from:<ul style="list-style-type: none">• a total loss which occurs within the first 3 months of the initial period of insurance of this policy;• an amount owing not directly attributable to the purchase of your vehicle.
<p>Hire car after theft</p> <p>We provide you with a hire vehicle of a similar type (chosen by us) if your vehicle is stolen.</p> <p>We provide the hire vehicle for up to 14 days in total or until your vehicle is recovered, whichever is the earlier.</p>	<ul style="list-style-type: none">× loss, damage or legal liability arising out of the use of the hire vehicle;× If you use the hire vehicle for ridesharing.× running and incidental costs of the hire vehicle;× any deposit required by the hire vehicle company;× any insurance excess that may apply in the event of a claim;× any costs we have incurred in hiring the vehicle if your claim with us is declined or withdrawn by you, you must reimburse these costs;× any amount in excess of \$1,400 for any one claim.
<p>Lifetime guarantee</p> <p>We guarantee the quality of repairs authorised by us and completed by an RACQ Insurance Selected Repairer for as long as you or your family is the owner of the motor vehicle.</p> <p>Our guarantee confirms that we will correct any faulty workmanship at no cost to you.</p>	<ul style="list-style-type: none">× the repair is not covered against wear and tear, damage due to salt water, chemicals or damage caused as a result of your or others negligence;× repairs authorised by us and completed by a repairer of your choice.

× Not covered

Comprehensive insurance

Additional benefits we provide for you

<i>What is covered</i>	<i>What is not covered</i>
<p>Personal property</p> <p>We pay up to \$500 in total for personal property belonging to you or a person who normally lives with you if the property is:</p> <ul style="list-style-type: none">• inside your vehicle; and• damaged when your vehicle is involved in a collision, overturns or catches fire; or• stolen from it immediately after such collision, overturning or fire.	<ul style="list-style-type: none">× money, negotiable instruments, cheques, jewellery, credit or debit cards;× property used for business or trade;× motorcycle riding gear.
<p>Replacement of vehicle after a total loss</p> <p>We replace your insured vehicle with a new vehicle of the same make, model, tools and accessories including all on-road costs if it is readily available within Australia, if:</p> <ul style="list-style-type: none">• we consider it is a total loss after an accident or theft; and• at the time of loss your vehicle is no more than two years old from the date of the original registration; and• any financier who is shown on your certificate of insurance who has a financial interest in the vehicle and to whom you owe money agrees in writing. <p>If a vehicle of the same make and model is not readily available within Australia, then we will pay you the actual purchase price you originally paid for the vehicle excluding any warranties and uninsured accessories.</p>	

× *Not covered*

Comprehensive insurance

Additional benefits we provide for you

<i>What is covered</i>	<i>What is not covered</i>
<p>Salvage rights If your vehicle is over 25 years of age and we determine that the vehicle is a total loss after damage or theft occurring, the salvage of the vehicle if available, at your option remains your property at no additional cost to you. The salvage value will not be deducted from any amount we pay.</p>	<p>× your right to salvage if the agreed value for your vehicle prior to the total loss was more than \$20,000.</p>
<p>Theft of vehicle keys We will pay up to \$750 in total after we deduct any applicable excess to replace and recode vehicle keys and locks if the vehicle keys are stolen and not recovered.</p>	<p>× lost or misplaced keys.</p>
<p>Towing and storage costs If your vehicle is not driveable we will pay the reasonable cost of towing your vehicle from the accident scene or where recovered after theft to the nearest repairer or safe place. We also pay reasonable associated storage costs.</p>	<p>× any amount in excess of \$100 per day for storage costs; × storage costs in excess of 30 days.</p>

× Not covered

Optional cover for extra peace of mind

<i>When you are covered</i>	<i>When you are not covered</i>
<p>No claim discount protection If you have Rating 1, you can protect this rating by selecting this option and paying the additional premium.</p> <p>When your certificate of insurance shows that no claim discount protection applies, we will not reduce your current no claim discount for the first claim in any one period of insurance that is your fault or where the responsible driver cannot be identified.</p>	<p>If you have made more than one at fault claim in any one 12 month insurance period.</p>

Motor third party liability insurance

What is covered

We insure you for up to \$20,000,000 for all the amounts you are legally liable to pay another person in compensation for:

- death or bodily injury
- loss or damage to their property resulting from an accident/event occurring during the period of insurance and directly caused by:
 - the use of your vehicle;
 - the towing of a trailer or caravan or that trailer or caravan becoming detached from your vehicle while it is moving;
 - property falling from your vehicle or a trailer or caravan while attached to your vehicle, but we will not pay for damage to the fallen property itself;
 - the loading or unloading of your vehicle, trailer or caravan, but not beyond the limits of any public road or public thoroughfare;
 - the act of attaching or detaching a trailer or caravan to or from your vehicle;
 - legal costs incurred by us or by you with our written consent in defending any claim made against you for third party liability;
 - any person driving your vehicle with your permission.
- your employer, principal or business partner but only if:
 - you are driving your vehicle as their employee, business partner or agent; or
 - your vehicle is being driven with your permission by your principal, business partner or an employee of your principal or business partner but only when it is being driven in connection with the business.

Motor third party liability insurance

What is covered

The cover provided for the liability of other persons is conditional upon the terms and conditions of this policy:

- applying to those persons; and
- being complied with by those persons as far as they may apply to them as if they were you, the insured.

We give you the same cover against legal liability when you are using another vehicle if:

- your vehicle is not driveable at the time; and
- the other vehicle is of a similar type to your vehicle and is registered; and
- the other vehicle is in your legal custody or control but does not belong to you; and
- you are using it as a temporary substitute for your vehicle; and
- the substitute vehicle is not covered for third party liability under another insurance policy. If it is not fully covered, we pay only the portion not covered.

What is not covered

- ✘ Any amount that exceeds \$20,000,000 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 accident/event and is inclusive of all legal costs including those we incur.

However, we will not cover any amount that exceeds \$25,000 for third party liability cover less any excess that may apply, if your vehicle was being used for the transport of dangerous goods.

- ✘ Any excess shown on your certificate of insurance;
- ✘ Loss or damage to property belonging to you or in your custody or control or that of any person covered by your policy;

✘ *Not covered*

Motor third party liability insurance

What is not covered

- × Death or bodily injury to:
 - you or anyone driving, or in charge of, or in control of your vehicle;
 - any person who is a member of your family or any person who normally lives with you;
 - any person who is required by law to be insured against death or bodily injury under another policy of insurance.
- × Death, bodily injury or damage arising from the emission of exhaust gases or the use of any chemicals;
- × Death, bodily injury or damage resulting from an accident that is caused or contributed to by a defect in the motor vehicle;
- × Liability for which you or any other person are entitled to be indemnified or covered under a statutory scheme or would have been entitled to if you had complied with your obligations in accordance with such scheme or law;
- × Your taking on a liability by agreement, unless the liability would have been incurred without the agreement existing;
- × The interest of another person in the insured vehicle unless that interest is shown on your certificate of insurance.

× *Not covered*

When you are not covered – general exclusions

Application of exclusions

The provisions of this section apply to you or any other person in charge or control of your vehicle

Exclusions	When you are not covered
Driver	<p>You and any other person in charge of or in control of your vehicle, is not covered for loss, damage or legal liability, if at the time of an accident/event you or that person in charge of or in control of your vehicle:</p> <ul style="list-style-type: none">× was under the influence of any alcohol or drug or both;× had in their breath or blood an amount of alcohol or drug equalling or exceeding that limit prescribed by law;× refused to take a legal test for alcohol or drugs;× did not without a reasonable cause remain at the scene of the accident/event until the Police arrived or when required by law to do so;× was unlicensed to drive your vehicle irrespective of where it was being driven;× failed to comply with any condition of the driver's licence or learner's permit. <p>However, you will be covered if you were not the driver or the person in charge of or in control of your vehicle at the time of the accident/event, and the person in charge of or in control of your vehicle was not named as an insured on your certificate of insurance and was not:</p> <ul style="list-style-type: none">• a family member; or• a person who resides with you; and• you can satisfy us that you did not know, and could not reasonably have been aware, of any of these circumstances.
General	<p>You or any person in charge of or in control of your vehicle is not covered under any part of your policy for loss, damage, theft or legal liability if it is being used:</p> <ul style="list-style-type: none">× for a purpose that is not an authorised use;× or is being tested in preparation for racing, pace making, a reliability trial, or a speed or hill-climbing test, or is being used on a race track for any purpose, other than the cover provided under Additional benefit, Driver training participation on page 13;× or forms part of a person's or motor dealer's stock in trade;× in connection with the motor trade for an experiment, test, trial or demonstration;× for letting or hiring;

× Not covered

When you are not covered – general exclusions

Application of exclusions

Exclusions	When you are not covered
General	<ul style="list-style-type: none">× for carrying passengers for payment (but we do cover you if you have advised that your vehicle is being used for ridesharing and this is shown on your Certificate of Insurance, or you are carrying passengers part of a private car pooling arrangement);× for carrying or towing a heavier load or carrying more passengers than it is designed for or permitted by law;× in an unroadworthy or unsafe condition or is being towed by a vehicle in an unroadworthy or unsafe condition;× outside of Australia;× for an unlawful purpose;× for the bulk transport of dangerous goods;× to carry or tow dangerous goods contrary to the law or is being driven by a driver not duly licensed to carry or tow them;× to carry or tow nuclear material or waste. <p>If you or any other person is in charge of or in control of your vehicle and any loss, damage, theft or legal liability arises directly or indirectly out of:</p> <ul style="list-style-type: none">× failure by you or that person to take reasonable precautions for the safety and security of your vehicle. For example leaving keys in your vehicle whilst it is unattended;× failure by you to do everything you reasonably can do to limit and prevent further loss or damage. For example if you continue to drive or tow your vehicle after it is damaged or your vehicle shows signs of mechanical problems or becomes unsafe or unroadworthy;× your or that person's intentional acts;× repossession by any person from whom the insured vehicle is hired or leased or who has a financial interest in it;× the lawful seizure, confiscation, nationalisation or requisition of your vehicle;× any gas bottle which does not comply with relevant law;× war or other acts of foreign enemy (whether war is declared or not), revolution or other civil disturbances;× 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;× radioactivity or the use, existence or escape of nuclear fuel, material or the action of nuclear fission.

Important information about the cost of this policy

Premium

The premium (cost) is the amount you pay to obtain insurance cover. The premium includes any compulsory government statutory charges, levies, duties and taxes where applicable.

How we calculate your premium

<i>Rating criteria</i>	<i>Affect on premium</i>
<i>Vehicle type</i>	Vehicle repair and parts costs, performance, handling and safety can vary between makes, this can impact the number and cost of claims and therefore the premium that we may charge.
<i>Age of driver</i>	Certain age groups attract higher premiums because of the number of claims and the overall cost of those claims when in comparison with other age groups.
<i>Garaged location</i>	Likelihood of vehicle theft or malicious damage can vary dependant on location and if the vehicle is garaged.
<i>Finance</i>	Whether a vehicle is financed and the type of finance can influence the premium charged.
<i>Accessories and modifications</i>	Accessories can attract thieves, whilst modifications can affect vehicle performance, handling and braking ability.
<i>Driving history</i>	Driving history can provide an indicator of driving habits and style and can be indicative of the likelihood of future claims.
<i>Claims history</i>	Previous claims history can be indicative of the likelihood of future claims.

Important information about the cost of this policy

How your premium can change

Action	Your premium may increase if:	Your premium may decrease if:
You change your vehicle	Your new vehicle is worth more or has a special paint finish.	Your new vehicle is fitted with an approved car alarm.
You change where you live	You move to a suburb that has a history of vehicle theft or malicious damage.	You move to a suburb with a low risk of vehicle theft or malicious damage.
You add another driver	You add a driver under 25 years of age.	
You renew your insurance policy	You want to include additional vehicle accessories.	You have had no claims in your previous insurance period.

Policy costs and charges

Excess	Details of the amount and type of excess is shown on your certificate of insurance. See page 25 for the types of excess that may apply.
Cancellation fee	<p>If you cancel your policy during the period of cover (apart from the 21 day cooling off provision) 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>

Important information about the cost of this policy

Policy costs and charges

<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>Hire car after theft</i>	<p>If your claim with us is declined or withdrawn by you, you must reimburse any costs we have incurred in hiring the vehicle.</p>
<i>Contribute to the cost of repairs</i>	<p>We may require you to contribute to the cost if the repairs put your vehicle in a better condition than before the damage occurred.</p> <p>For example: if your tyres were damaged as a result of a collision with another vehicle and were 50% worn, then we would ask you to contribute for half of the cost of the tyres.</p>
<i>Claim costs that you may have to bear</i>	<p>Where a claim is made that would otherwise be covered by your policy, but the claim amount (assessed by us) is less than the excess you have to pay, we will not manage or pay these claims.</p>

When excesses apply

What types of excess may apply

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 benefit we pay you. Depending on the circumstances of your claim, you might have to pay more than one type of excess.

<i>Basic / Voluntary excess</i>	The standard excess amount you have to pay on each claim you make under your policy. You may choose a higher voluntary excess to reduce the premium that you pay us.
<i>Age and licence excess</i>	Is additional to other applicable excesses and applies if at the time of the accident the person driving or in charge of the insured vehicle with your permission was: <ul style="list-style-type: none">• an inexperienced driver; or• a young driver - that is, within the ages set out for a young driver on your certificate of insurance.
<i>Non-removable excess</i>	Is additional to other applicable excesses and is shown on your certificate of insurance. The excess is based on the type of vehicle.
<i>Listed driver excess</i>	Is additional to other applicable excesses and is shown next to or corresponding with a person named on your certificate of insurance. You have to pay that excess if that person was driving or was in charge of your vehicle at the time of an accident/event.
<i>Unlisted driver age excess</i>	Is additional to other applicable excesses and applies to drivers under the age of 25 who are not noted as listed drivers on your certificate of insurance. The excess amount payable is twice the age excess that would normally apply.

Reimbursement of excess

Where we exercise a right to recover costs from another party, depending on the extent of such recovery you may be entitled to reimbursement of part or all of any excess you have paid.

When excesses apply

When is an excess not payable

Have we determined you to be at fault for the accident or event?	Can you provide us the correct name, address, make, type and registration number of the other vehicle?	Will any excess be payable?
No	Yes	No
No	No	Yes, because we have to make a payment for damages to your car that cannot be recovered from the person responsible.
No	No, because... <ul style="list-style-type: none"> • your car was stolen; • your car was damaged whilst parked; • your car was damaged by animals or weather conditions; • your car was maliciously damaged; • your claim is for a broken windscreen. 	Yes, because we have to make a payment for damages to your car that cannot be recovered from the person responsible.
Yes	-	Yes

The Unlisted driver age excess does not apply in the following circumstances:

- when your certificate of insurance does not display the phrase Unlisted driver age excess conditions apply; or
- where the driver is road testing your vehicle in the course of it undergoing repairs or service and provided that the driver is in business or employed in a business that offers its services to the public as a motor vehicle repairer or servicer on a full time commercial basis; or
- when your vehicle is being used at the time of the accident solely for business purposes in a business enterprise which you own.

When excesses apply

When is an excess not payable

The age and licence excess and unlisted driver age excess do not apply in the following circumstances:

- if at the time of an accident/event your vehicle is being used by a driver holding a current learner's licence; and
- the use of your vehicle is for the purpose of that driver gaining supervised on road driving experience; and
- the supervisor holds a current and appropriate class of licence as required by legislation and/or the relevant road transport authority.

Direction to pay excess

In the case of a repair or the supply of goods and services, unless we advise you otherwise, you are required to pay the excess, if any, to us or to the repairer as our agent when you pick up your vehicle. When you make a claim under your policy, we will advise you to pay the excess either to the repairer or directly to us. Your appointment as our agent is for the sole purpose of paying to the repairer the excess which you owe us.

Claims information and requirements

How to make a claim

If your vehicle is damaged or stolen, or an event happens that might lead to a claim simply call us on 13 7202 or go into any RACQ store.

Our consultants are available to help you 24 hours, 7 days a week. We will explain what the claim process is, organise an assessment of your vehicle and explain the repair process. We will also 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 your vehicle is damaged in an accident/event involving another vehicle:

- get the full names, residential addresses and phone numbers of all drivers. You will also need the vehicle registration numbers and insurance details;
- you must do everything you reasonably can to limit and prevent further loss or damage.

If your vehicle has been stolen or if a criminal act may have been the cause of the damage you must:

- immediately contact the police. The Police officer will give you an Incident Number when you make the report; and
- you will need to tell us the details of the Police officer and the station you made the report to with the Incident Number.

Claims information and requirements

What you must do

If your vehicle is drivable:

- telephone 13 7202 or contact any RACQ store and you will be provided the names of RACQ Insurance selected repairers in your area and the location of our Assessing Centres;
- our staff will provide you with the necessary advice on getting a quote and having your vehicle assessed.

If you receive any demands or communication from other parties involved in the accident/event please tell us immediately. This includes if you become aware of any pending court proceedings or offers of settlement.

You must also:

- provide us with proof of ownership of any lost or damaged property. This may include receipts, valuations, warranties or log books;
- give us any information and help we need to settle the claim;
- promptly respond to any correspondence or requests for information you receive from us.

What you must not do

If you are making a claim you must not:

- carry out repairs other than emergency repairs, see page 13 or dispose of any damaged property unless advised by us;
- authorise repairs to anyone's property;
- admit liability to anyone;
- negotiate, pay, settle or agree to settle a claim with anyone.

Claims information and requirements

What we may do

If an event happens that causes loss or damage, or incurring of a legal liability, we may:

- take over and conduct in your name or the name of any person entitled to cover under your policy, the defence or settlement of any claim. We have sole discretion in how the defence is conducted or a claim is settled;
- represent you or any person entitled to cover under your policy, at any inquest or official enquiry and undertake the defence in any court of any alleged offence in connection with an event covered by your policy.

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 or 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.

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 Financial Claims Scheme website at www.fcs.gov.au or the hotline on 1300 558 849.

Parts we use to repair your vehicle

When we assess the damage to your vehicle, replacement parts are authorised having regard for the age and condition of your vehicle. In some cases we may use second hand or exchange parts. Australian Design Rule compliant parts may be used for the replacement of windscreens and window glass as well as parts produced by Original Equipment Manufacturer suppliers for the repairs of some components, such as radiators air condensers and associated parts. In the case of mechanical parts, only new parts are used unless they are unavailable or you instruct us otherwise. If a part is not available in Australia and has to be purchased overseas, we pay for the part and cost of surface freight only.

Where it is necessary for a repairer to sublet repairs it will only be done so with our authority.

We do not pay additional costs for:

- replacing parts that are obsolete;
- supplying, modifying or painting undamaged parts to create a uniform appearance;
- any exceptional transportation costs, including the cost of air freight not authorised by us;
- the cost of completing, correcting or rectifying any previous repairs;
- reduction in the value of your repaired vehicle.

Dispute resolution process

RACQ Insurance provides a free and impartial review process established to attend to any complaint you may have in relation to our products, our services or a privacy issue. Our dispute resolution process has 3 key stages which are described below.

1. Make a complaint

Please refer your complaint to us by:

- writing to us at RACQ Insurance - Customer Dispute Resolution Department
PO Box 3004, Logan City QLD 4114
- email us at racqidisputeresolution@racq.com.au, or
- telephoning (07) 3361 2141 or 13 7202 outside business hours.

At stage one of our dispute process, your complaint will be reviewed and a response to your complaint provided to you within 15 business days of our receiving notice of the complaint. When you write or call, please provide a telephone number at which you may be contacted.

2. Refer to our Internal Disputes Resolution Committee

If you're not happy with our response, you may ask us to refer your complaint to our Internal Disputes Resolution Committee. That Committee is made up of business representatives from across our organisation that have the appropriate knowledge, skills and authority to deal with your complaint. The committee will review your complaint and provide their decision in writing within 15 business days from the date of your request for a review.

3. Refer to external dispute resolution

RACQ Insurance is a member of the Financial Ombudsman Service Australia (FOS Australia). The FOS is in place to assist in resolving complaints between consumers (you) and the participating financial service provider (RACQ Insurance).

The FOS will only consider your complaint after we have first been allowed the opportunity to resolve your complaint through our internal dispute review process. If we are unable to resolve your complaint within 45 calendar days of the date we first received your complaint, you can refer your complaint to the FOS, even if we are still considering your complaint.

The FOS only deals with disputes that fall within their 'Terms of Reference'. To find out whether your dispute qualifies for the FOS, you can:

- write to Financial Ombudsman Service Limited, GPO Box 3, Melbourne VIC 3001
- call 1800 367 287
- visit www.fos.org.au, or
- email info@fos.org.au

No Claim Discount (NCD)

We allow you a no claim discount on your premium when you renew your policy if you have not made a claim during a prior period of insurance. If you do not make any claims over several consecutive years, your no claim discount can increase in steps each year until it reaches the maximum discount of 60%.

This table will demonstrate how the no claim discount will apply:

Number of no claim years	Discount	Rating
0	0	6
1	20%	5
2	30%	4
3	40%	3
4	50%	2
5 or more	60%	1

No fault claims

A no fault claim in which we determine that the driver of another vehicle was wholly at fault for an accident/event, and you supply the correct name and current address of the person at fault and the make, type and registration number details of their vehicle.

Any claim in which we determine that the loss or damage was not caused through any fault of yours or any other person in charge of or in control of your vehicle, such as loss or damage from:

- windscreen or glass breakage;
- weather conditions (hail, storm or flood);
- collision with animals;
- fire;
- theft or malicious damage.

If you make a claim of this type under your policy, it will not affect your NCD on renewal.

No Claim Discount (NCD)

At fault claims

An at fault claim in which we determine:

- that the circumstances resulting in the loss or damage were primarily your fault; or
- you are unable to supply the correct name and current address of the person at fault and the make, type and registration details of their vehicle.

For example, if your vehicle is damaged by an unknown third party whilst it was parked.

If a claim occurs that was not your fault and we have to make a payment, we will reduce your NCD at our discretion.

If you make a claim of this type under your policy, your NCD may be affected as shown in the table below.

This table will demonstrate how the no claim discount will apply:

Your current NCD level	You have had one or more at fault claims during the current period of insurance	You have had no at fault claims during the current period of insurance	Your NCD at the next renewal
0% Rate 6	Yes*	-	**
0% Rate 6	-	No	20% Rate 5
20% Rate 5	Yes*	-	0% Rate 6
20% Rate 5	-	No	30% Rate 4
30% Rate 4	Yes*	-	20% Rate 5
30% Rate 4	-	No	40% Rate 3
40% Rate 3	Yes*	-	30% Rate 4
40% Rate 3	-	No	50% Rate 2
50% Rate 2	Yes*	-	40% Rate 3
50% Rate 2	-	No	60% Rate 1
60% Rate 1	Yes*	-	50% Rate 2
60% Rate 1	-	No	Rating 1 for life
Rating 1 for life	Yes	-	Rating 1 for life

* Each at fault accident during the term of insurance may affect your rating by 1 NCD for each claim. For Rating 1 for life refer to page 35 and No claim discount protection refer to page 16 of the PDS ** The renewal offer is subject to our review.

No Claim Discount (NCD)

Rating 1 for life

If you have held rating 1 for one year with any insurer and did not make any 'at fault' claims in that time, you will be awarded with a rating 1 for life at no extra cost.

However, if you make an 'at fault' claim at any time before being awarded your rating 1 for life, your one year qualifying period will start again.

We have the right to alter the terms of cover for rating 1 for life including excess, premiums and acceptance of cover on various factors such as claims and incident history.

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 PDS for the premium paid by you.

The contract includes:

- your application for insurance and any application for 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 policy holders on the certificate of insurance, each of them are responsible both individually and together for:

General conditions

- 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 the policy.

What you must do

You and any person in charge of or driving your vehicle must:

- make sure that any person you permit to be in charge of your vehicle understands yours and their obligations under the policy and complies with the conditions as far as they apply to them;
- keep your vehicle its tools and accessories in good condition and take reasonable care and precautions to safeguard them from loss or damage;
- in the event of an accident/event or theft, not leave your vehicle unattended without taking proper precautions to prevent further loss or damage;
- not drive or tow your vehicle after it is damaged, or shows signs of major mechanical problems, or becomes unsafe or unroadworthy. We are not liable for any further damage if you do;
- comply with all the conditions set out in your PDS, SPDS and certificate of insurance;
- comply with any relevant laws in the region where you are driving your vehicle;
- promptly comply with requirements of public authorities;
- tell us immediately if:
 - there is any material change to the vehicle or modifications which depart from the manufacturer's specifications;
 - there is any change in the use of your vehicle;
 - you change the place where you usually keep or garage your vehicle;
 - you change your residential or mailing address;
 - your vehicle is deregistered or becomes unregistered;
 - the drivers of your vehicle change;

General conditions

- you or any person who drives or is in charge of your vehicle is convicted of:
 - any criminal offence;
 - had any loss of licence, cancellation, disqualification or suspension of licence even if set aside on appeal, or amended licence conditions or good driver behaviour period imposed;
- you take out any other insurance which provides the same or similar cover provided by this policy.

If any of these things occur we may charge an extra premium or impose an excess at any subsequent renewal of your policy. In some cases we may reduce the amount of a claim, refuse to pay a claim and/or cancel your policy.

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 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 certificate of insurance 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 certificate of insurance.

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

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 calling us, telling us in writing or visit us in store. The cancellation takes effect on the date we receive your request see page 23.

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.

More than one policyholder

If more than one person is named as a policyholder on your Certificate of Insurance, then each person is responsible for:

- the completeness and accuracy of information in any application forms, statements, claims or documents that are provided by any one of the policyholders to us
- complying with the conditions of your policy.

Authorisation

If more than one person is named as a policyholder on your Certificate of Insurance, then any one policyholder will be taken to be authorised by all policyholders to transact on the policy (including to change or cancel your policy).

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*.

Renewing your policy

We may offer to renew your policy. If we offer to renew your policy we will send you a renewal Certificate of Insurance before your policy expires. If we decide not to renew your policy we will give you notice of this decision before your policy expires.

Receiving your documents and notices

If you agree, we may send you your policy documents and notices electronically. We will continue to provide these documents and notices electronically until you tell us otherwise. Each electronic communication will be deemed to be received by you at the time it leaves our information system. You are responsible for making sure your email address is up to date. Please contact us if you need to update your email address.

RACQ Membership

By entering into this policy you agree to become a member of the Royal Automobile Club of Queensland Limited ACN 009 660 575 (RACQ).

As an RACQ member, you may vote at RACQ general meetings and agree to the constitution of RACQ and any rules made under the constitution, which may vary from time to time. The RACQ constitution and rules are available at racq.com.

RACQ members enjoy wide-ranging benefits. You can find out more about the specific rewards, discounts and privileges RACQ membership offers by:

- visiting us at racq.com/membership
- calling us 7 days a week on 13 1905
- visiting one of our RACQ stores
- writing to us at PO Box 4, Springwood Queensland 4217.

The conditions set out below apply:

- If you cease to hold your policy and do not hold any other RACQ eligible products, you will no longer be entitled to be an RACQ member.
- If you are not an RACQ member at the end of your period of insurance, RACQ will not offer to renew your policy.

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

When we renew your policy we send you 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.

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.

Pay by the Month option

Important information

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 date of your period of insurance 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 1 month, the policy is automatically cancelled.

Contact Us

For further information or assistance contact us 24 hours every day on **13 1905**, visit **racq.com/insurance** or drop into your local RACQ store.

Insurance products issued by RACQ Insurance Limited. Conditions may apply. Always read the PDS available from RACQ before selecting a policy.



13 1905 | racq.com/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 by RACQ Operations Pty Ltd ABN 80 009 663 414 and its Related Bodies Corporate (as that term is defined in the Corporations Act 2001 (Cth)) and through a network of RACQ Insurance authorised representatives.



Motoring



Insurance



Travel



Finance

Preparation Date: 20 December 2016

Effective Date: 1 March 2017