

COMPREHENSIVE **CAR AND** THIRD PARTY **INSURANCE**

WITH RACT INSURANCE







Product Disclosure Statement



RACT Insurance Pty Ltd

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Comprehensive Car and Third Party Insurance

This RACT Product Disclosure Statement (PDS) contains information regarding Comprehensive Car Insurance and Third Party Property Damage Insurance.

You will find the relevant sections on the following pages:

RACT Comprehensive Car Insurance - pages 2-20

RACT Third Party Property Damage Insurance - pages 21-32

Sections that are relevant to both Comprehensive Car Insurance and Third Party Property Damage Insurance can be found on pages 33–41.

RACT Insurance Comprehensive Car Product Disclosure Statement

If you're about to read this Product Disclosure Statement ('PDS' for short but commonly referred to in this document as the 'policy') because your car has been damaged or stolen, and you haven't already called us, please do so now on 13 27 22. That's the very best way of getting the help you need as quickly as possible.

However, whether or not you've made or are about to make a claim, it is still a good idea to better understand the cover and benefits your RACT Comprehensive Car Policy provides, the conditions under which they are provided, and what we don't cover.

When you've insured your car under our:

Comprehensive Car Policy, you are insured for any loss or damage caused:

- by accidental damage to your car;
- to your car when it has been stolen;
- by the use of your car to another person's property.

Refer to your current schedule for the cover you have selected.

Full details are provided on pages 8-14.

Limits and exclusions

The cover we provide is subject to monetary limits, conditions and exclusions. You should read this PDS carefully in conjunction with your current schedule.

Getting started

To get you started, here's a quick guide.

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Claim on your policy by calling us on 13 27 22

We understand that having your car damaged or stolen is a stressful experience – we can answer all your questions and help you with everything that needs to be done.

Call us as soon as possible if your car has been:

- damaged and/or has caused damage to another person's property;
- stolen report the theft to the police and us.

You can help us by noting the details of the incident. Other than telling us what happened, the most important details you can help us with are:

- the registration number of any other vehicles involved; and
- the names, addresses and phone numbers of their drivers, the owners of any other property damaged, and any witnesses.

Excesses

An excess is the amount you must contribute towards each claim. The excesses we apply are:

- Basic Excess applies to all claims (except as described on page 6).
- Age Excess applies based on the driver of the car at the time of the incident.
- Additional Excess may be applied when some aspects of the car or drivers to be insured fall outside our normal underwriting guidelines.

The amount and types of excesses that may apply are shown on your current schedule. You may have to pay more than one excess. The relevant excesses are payable for each claim you make on your policy (except in the limited circumstances outlined under the heading **An excess is payable on all claims except on page 6**).

Your excess does not have to be paid at the time of lodging your claim. It will have to be paid before your claim is finalised. We will tell you when your excess is to be paid and how it is to be paid. If you are experiencing financial hardship, please contact us to discuss how we may be able to assist with respect to the payment of excess. This could include the deduction of the amount of the excess from the amount to be paid under the claim, or we can arrange a payment plan for you.

Excesses (continued)

An excess is payable on all claims except:

- incidents involving another vehicle where we agree the driver of the other vehicle is at fault;
- the theft of your car;
- malicious damage to your car;

and you provide us with sufficient information for us to identify the person responsible (for example, name, address, registration number of the person's vehicle). If you cannot provide this information, any excesses that apply to your policy must be paid by you.

When your car has been damaged

When your car has been accidentally damaged in an incident covered by your policy, at our option we will, either:

- repair your car; or
- pay you a cash settlement to repair your car (subject to the maximum limits below); or
- declare your car a total loss see page 9.

If your car can be safely repaired we will choose the repairer.

You must:

- make your car available to us if we require it;
- not carry out or have any repair work carried out without our prior authorisation other than
 Emergency Repairs see page 11.

If we agree to pay you a cash settlement at your request (and we would otherwise opt to repair) we will pay you what it would cost us to repair the damage to your car which is covered by your policy.

If we pay you a cash settlement at our option we will pay you what it will reasonably cost you to repair the damage to your car which is covered by your policy.

Guaranteed repairs

We guarantee the quality of the materials and workmanship used in repairs we authorise for as long as you own your car. We will rectify any problems arising from the repair that we agree have been caused by faulty materials or workmanship.

Where we are satisfied that a repair, completed by a repairer selected and directly authorised by us, requires rectification and because of that you need a hire car over and above what we would provide to you in your policy, then we will arrange this for you and cover the reasonable costs of that hire. This benefit is only provided to you and is not available to third parties.

When your car has been damaged (continued)

The parts we use

When we repair your car and it is:

- within the manufacturer's standard new car warranty period (but not an extended warranty period), we will use manufacturer's approved parts or parts which meet Australian Standards.
- outside the manufacturer's standard new car warranty period, we may use new nongenuine or second-hand parts, suitable for the age and condition of your car. All parts used will comply with Australian Standards where applicable.

If parts are obsolete we will only pay the market value of those damaged parts (or the last known price) where the part does not materially impact the functionality or safety of the vehicle.

Your contribution

Where the condition of your vehicle immediately prior to the incident increases repair costs, or will require replacement rather than repair and this will put it in a better condition than it was before the incident, we may require you to contribute towards the cost of the repairs.

What we cover as your car

The car covered by this policy is the vehicle described on your current schedule. It includes options and accessories. It also includes any modifications fitted to the car which have been notified to us.

Geographical limits

This policy covers you for an incident occurring within Australia.

What your policy covers

Loss or damage to your car

We cover:

Loss or damage caused by:

- accidental damage, including:
 - damage caused by the driver of another vehicle, including damage caused by an uninsured driver;
 - a fire or weather incident:
 - malicious damage by a person other than you or your family;
- theft, including:
 - if your car is stolen and not recovered or recovered in a damaged condition.

Limit:

We will pay up to the Agreed Value.

We do not cover:

- bushfire or flood for the first 48 hours after the start of your policy unless:
 - you bought the car in the 24 hours before the policy commenced; or
 - your policy commenced immediately after another policy covering the same risk expired, without a break in cover.
- any increases in the Agreed Value for the first 48 hours when the loss or damage is due to bushfire or flood.

Note:

See When your car has been damaged on page 6 for details as to how we will settle your claim.

Loss or damage to another person's property – your legal liability

We cover:

Your legal liability for accidental damage to another person's property arising from the use of:

- your car;
- a trailer attached to it;
- a substitute car if your car is being repaired or serviced.

Limit:

The maximum we will pay is \$20,000,000 for all losses, claims and liabilities arising out of the one occurrence in the period of insurance.

This amount includes the legal costs of defending any claims against you and any costs awarded against you, provided we appoint the lawyers.

Note:

In this Legal liability section, 'occurrence' means an event, including continuous or repeated exposure to substantially the same general conditions, and all events of a series, consequent on, or attributable to, one source or original cause or a related source or cause, and which causes loss or damage to property which you do not own or for which you are not responsible.

We do not cover:

- you for property you own, or are responsible for, or which belongs to someone who normally lives with you;
- legal liability for death or bodily injury;
- loss of or damage to the substitute car you are driving.

Note:

We will also cover:

- another person's legal liability when driving your car with your permission providing the person is properly licensed to do so;
- your employer, partner or principal if your car was being used in the course of your work relationship.

When we declare your car a total loss

Limit:

The most we will pay for your car is the Agreed Value.

Note:

When we make our payment your policy comes to an end. We will deduct from our payment any excesses, unpaid portion of your premium and the unused portion of your registration.

Upon payment of your claim your car, including any options or accessories fitted to it, becomes our property.

When your new car is declared a total loss

We cover:

We will replace your car with a new car of the same make, model and series with the same options and accessories provided it is available in Australia, and pay all on-road costs when:

- your car has been accidentally damaged or stolen; and
- we declare it to be a total loss; and
- we have insured it for private use.

Limit:

You must be the first registered owner of your car and less than two years have passed since it was first registered.

Note:

This benefit does not extend to ex-demonstrator cars.

You will be responsible for any increased cost resulting from your selection of any specifications, options and accessories different to those on your insured car.

You must obtain any refund of registration on your insured car and pay it to us.

If your car is under finance, we will need to receive consent from your financier before we can replace it.

The new car will continue to be covered under this policy provided you pay us any additional premium we require.

If a new car of the same make, model and series with the same options and accessories is not available in Australia we will provide you with a new car that is available in Australia and which is a similar make or model to your car.

If you do not want a new car, we will pay you the Agreed Value as shown on your current schedule.

Whenever we pay the Agreed Value your policy will come to an end and no refund of premium will be due to you. We will deduct from our payment any excesses and any unpaid portion of your premium.

Hire cars

When your car has been stolen:

The hire car will be available to you for up to 14 days from when you reported the theft to us. The hire car must be returned to the rental company as soon as reasonably practicable if less than 14 days have passed and you are advised that your car has been:

- recovered undamaged; or
- repaired by us after being recovered damaged; or
- declared a total loss by us and we have paid the Agreed Value.

Optional cover a hire car when your car has been accidentally damaged:

When you have added this option to your policy, it will be shown on your current schedule.

The hire car will be available to you for up to 14 days from when you lodged your claim with us.

The hire car must be returned to the rental company as soon as reasonably practicable if less than 14 days have passed and we advise you that the repairs of your car have been completed, or your car has been declared a total loss by us and we have paid the Agreed Value.

Limit:

We provide you with a small category hire car and pay the rental fee for up to 14 days when:

- your car has been stolen;
- your car has been accidentally damaged (and you have selected the optional cover).

Note:

You are responsible for all running costs and any extra expense, including paying a deposit to the hire car company.

If you withdraw your claim or we do not accept it, you may be required to refund to us any rental fee we have paid.

If the hire car we have authorised is stolen or accidentally damaged during the period it is provided to you, you will need to make a new claim on your policy and the applicable excesses will be payable.

We will not pay for a hire car if the car rental company rules determine you are not eligible to hire a car, in which case we will refund the premium for Hire Car cover paid in the current Period of Insurance.

Payment for the hire car is with a hire car company of our choice. This benefit is paid in addition to the Agreed Value.

Towing your damaged car

We cover:

When we accept a claim for loss or damage to your car, we will also pay towing costs to the nearest repairer approved by us when your car has been:

- damaged and cannot be safely driven;
- recovered in a damaged condition after being stolen.

Limit:

Reasonable costs.

Note:

This benefit is paid in addition to the Agreed Value.

Emergency repairs

We cover:

Emergency repairs you authorise to your car after it has been accidentally damaged and the repairs enable it to be safely driven.

Limit:

Up to \$500.

Note:

This benefit is paid in addition to the Agreed Value.

E mergency assist	
We cover:	When you and your family members travelling with you within Australia are more than 100 km away from your home and: • your car is stolen or damaged and cannot be driven, we will reimburse you the reasonable cost of additional transport and accommodation needed to get you to your destination or back to your home.
Limit:	Reimbursement up to \$1,000.
Note:	It is your responsibility to arrange additional transport and accommodation. You will need to provide us with receipts so we can reimburse your costs. This benefit is paid in addition to the Agreed Value
Your personal bel	ongings
We cover:	Personal belongings accidentally damaged as a result of a motoring accident or lost or damaged when your car was stolen.
Limit:	Up to \$500.
We do not cover:	 tools or equipment used in any business, trade or profession; your personal belongings not inside your car at the time of the incident cash, documents, gift vouchers and other negotiable items; mobile phones, portable computers, music systems and similar devices
Note:	This benefit will only be paid if we have agreed to pay a claim covered under Loss or damage to your car on page 8.
	We may require proof of ownership and evidence as to the extent of loss or damage when you claim on this benefit.

Your campervan or motorhome's contents We cover: Household goods and personal belongings inside your campervan or motorhome or fully enclosed annexe attached to your campervan or motorhome, accidently damaged or lost in an accident or theft for which we have accepted your claim. Limit: Up to \$1,500 in respect of each incident.

This benefit is paid in addition to the Agreed Value.

We do not cover:	 your campervan or motorhome's fittings; pets, livestock and domestic animals; cash, documents, gift vouchers and other negotiable items; any water sports or other sporting equipment; bicycles, tricycles or scooters; motor vehicles, trailers, aircraft, aerial devices, or any associated equipment; tools or equipment used in any business, trade or profession.
Note:	We may require proof of ownership and evidence as to the extent of loss or damage when you claim on this benefit.
	We do not cover theft if there are no signs of forcible or violent entry.

Baby seats and baby capsules		
We cover:	Baby seats and baby capsules accidentally damaged as a result of a motoring accident or lost or damaged when your car was stolen.	
Limit:	Up to \$500.	
Note:	This benefit will only be paid if we have agreed to pay a claim covered under Loss or damage to your car on page 8.	
	This benefit is paid in addition to the Agreed Value.	

broken windscree	n ana window glass
We cover:	When your windscreen and window glass has been accidentally broken and your claim is for its replacement only:
	 we will pay for the replacement; your no claim bonus will not be affected; and an excess will be payable, unless you have selected the Nil windscreen excess.
Optional cover - Nil windscreen excess:	You can remove the excess on windscreen/window glass claims. When you have added this option to your policy, it will be shown on your current schedule.
Note:	The replacement glass will meet Australian Standards.

Your car keys, remotes and locks		
We cover:	The replacement of: • your car keys or remotes if they are lost or stolen; or	
	your car locks if they are maliciously damaged.	
Limit:	Up to \$1,000.	
Note:	An excess will be payable.	
	This benefit is paid in addition to the Agreed Value.	
-		

Your trailer	
We cover:	Repair or replacement of your trailer if it is accidentally damaged or stolen while it is in your possession.
Limit:	Up to \$1,000.
Note:	An excess will be payable.
	This benefit is paid in addition to the Agreed Value.

We cover: When you replace your car, this policy (and any special conditions set out on your current schedule) will cover the replacement car from the time you buy it provided the replacement car is a similar type as your current car. Cover for your current car ends at the time you buy the replacement car. You must advise us of details of the replacement car within 14 days of buying it and we may charge you an extra premium and/or add special conditions to your policy. We may refuse to offer cover beyond the 14 days for the replacement car if it does not comply with our underwriting requirements. Limit: The most we will pay for cover of your replacement car until you advise us of the details of your replacement car is the Market Value.

Your policy does not cover:

- mechanical, structural, or electrical failures;
- tyre damage caused by road conditions, punctures, bursting or braking;
- the cost of international air freight for parts, paint or accessories required for the repair of your car when they are not ordinarily available within Australia;
- any decrease in the value of your car after it has been properly repaired by us;
- depreciation, wear, tear, rust or other forms of corrosion;
- loss, damage or liability arising:
 - outside Australia;
 - from incidents occurring outside the period of insurance;
 - if you fail to secure your car or have it towed to a safe place after it has broken down or been damaged;
 - because you cannot use your car;
 - if your car was being used in a race, trial, test or contest, or while on a race track, circuit or any track set aside for racing or time trials but not if you are participating in a defensive or advanced driving course at the time;
 - from the lawful seizure, confiscation, nationalisation, requisition or destruction of your car;
 - from an intentional act by you, your family or a person acting with your consent;
- loss, damage or liability caused by, arising directly or indirectly from or in any way connected with:
 - the use, existence or escape of nuclear fuel, material or waste;
 - the use, existence or escape of asbestos, asbestos fibres or any derivatives of asbestos;
 - any war, invasion, or acts of foreign enemy or hostilities whether war has been declared or not;
 - any act of terrorism.

We may refuse a claim and cancel your policy if:

- you do not fully co-operate with us regarding your claim;
- you are not truthful, accurate and frank in any statement you make in connection with a claim;
- you do not keep the insured car in good order and repair, well maintained and in a good and roadworthy condition including:
 - being free from rust, mechanical, hail or unrepaired damage, or any other damage that would make it unsafe:
 - replacing worn out tyres, worn brakes and defective lights, fixing paint problems including clear coats, repairing major rust, worn upholstery and major scratches or dents);
 - having your car serviced as required by the manufacturer and keeping records of this in case you need to claim for mechanical damage resulting from an incident;
- your car is used (or let) for business purposes unless you have told us about the business
 and we have agreed to insure your car for business use. See Private Use and Business Use
 on page 19;
- the driver of your car:
 - was not licensed to be driving unless we agree you had no reason to suspect that the driver was unlicensed;
 - was under the influence of alcohol or of any drug;
 - had a blood alcohol level over the legal limit in the State or Territory where the accident occurred;
- you or someone on your behalf modifies your car unless you have told us about the modification and we have agreed to it and you have paid any additional premium required;
- you do not make a report to the police if you know or suspect that there has been theft or attempted theft of your car, part of your car or your personal belongings within your car;
- your car was:
 - loaded contrary to law;
 - being let on hire;
 - being used in an unsafe condition:
 - being driven in a reckless manner.

Where any of the acts referred to in this part of the policy could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is otherwise provided by this policy, we may refuse to pay some or all of the claim. Alternatively, if our interests have been prejudiced as a result of that act, then we can reduce the amount that we pay under the policy by an amount that fairly represents the extent to which our interests have been prejudiced.

About No Claim Bonuses

Your No Claim Bonus

Your No Claim Bonus is a discount on the premium payable and is shown on your current schedule. For each year you do not claim on your policy, the discount increases until it reaches a set maximum.

Some types of claims do not affect your No Claim Bonus

When reading this section please also refer to **Rating 1** (see below).

Your No Claim Bonus will not be affected if:

- you are involved in an accident where we agree the driver of the other vehicle is at fault, and you provide us with sufficient information for us to identify the person responsible (for example, name, address, registration number of the person's vehicle);
- your claim is for malicious damage or theft of your car and you provide us with sufficient information for us to identify the person responsible (for example, name, address, registration number of the person's vehicle) for the damage to your car;
- your claim is for windscreen or window glass damage only.

For all other claims your No Claim Bonus will be affected.

Rating 1

Once you achieve Rating 1 with us, you will remain an RACT Rating 1 driver provided your claims history does not exceed our acceptable frequency for RACT Rating 1 policyholders.

If your claims frequency is excessive, we may also:

- apply an additional excess or premium; or
- not renew your policy.

About your premium

How we calculate your premium

When we calculate your premium, we take a number of factors into account including, but not limited to:

- the period of insurance;
- the make, model and year of the insured car;
- the address where you normally keep the insured car;
- the security measures you have in place;
- the car's Agreed Value;
- the excesses payable by you in the event of a claim;
- your previous insurance and driving history; and
- your other RACT Insurance policies, if any.

The total premium payable by you also includes compulsory government charges (including duties and GST). The details are shown on your current schedule.

Our optional excesses allow you to reduce your premium

You can reduce your premium by choosing a higher excess. Applicable excesses will be shown on your current schedule.

The Optional Excess replaces the Basic Excess and is payable in addition to any Age Excess, or Additional Excess that may apply should you have a claim during the period of insurance.

Definitions

These words have special meanings:

Agreed Value. The amount we agree with you as the most we will pay for your car in the event of a claim. The Agreed Value is shown on your current schedule and includes any applicable taxes and charges.

Business Use. You use your car primarily to carry out your business or occupation to derive an income.

Car. The vehicle identified in your current schedule.

Current Schedule. The current schedule we give you for the current period of insurance.

Limit. The maximum amount we will pay under this policy. (Any applicable excesses are deducted from the nominated limit.)

Market Value. The amount we calculate the market would pay for your car taking into account its age, make, model, kilometres travelled and condition immediately before the incident resulting in a claim on your policy. Authoritative industry publications may be used to calculate the amount.

Period of Insurance. The period for which cover is provided by this policy as shown on your current schedule.

Personal Belongings. Personal belongings in your car at the time of the incident but not tools or equipment used in any business, trade or profession, cash, documents, gift vouchers and other negotiable items, mobile phones, portable computers, music systems and similar devices.

Policy. Your policy consists of:

- this product disclosure statement;
- your application(s) for insurance;
- our record of your verbal responses;
- your current schedule, which sets out the particular details of your policy; and
- any supplementary PDS we may issue.

Private Use. You use your car primarily for social, domestic and pleasure purposes.

Substitute Car. A car you are driving because your car is undriveable due to repair or servicing.

Definitions (continued)

Terrorism. Includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and which:

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system. It includes any action in controlling, preventing, suppressing, retaliating against or responding to any such act, preparation or threat.

We, Our and Us. RACT Insurance Pty Ltd.

You, Your. The Insured(s) shown on your current schedule. If the Insured is a company this means the person who has been authorised by the company to drive the car.

Your Family. Your spouse, your partner or your de facto, your parents and parents-in-law, your or your spouse's children, your brothers and your sisters, who normally live with you.

RACT Insurance Third Party Property Damage Product Disclosure Statement

If you're about to read this Product Disclosure Statement ('PDS' for short but commonly referred to in this document as the 'policy') because you need to make a claim, please do so now on 13 27 22. That's the very best way of getting the help you need as quickly as possible.

However, whether or not you've made or are about to make a claim, it is still a good idea to better understand the cover and benefits your RACT Third Party Property Damage Policy provides, the conditions under which they are provided, and what we don't cover.

When you've insured your car under our:

Third Party Property Damage Policy, you are insured for any loss or damage caused:

- by the use of your car to another person's property;
- to your car by an uninsured motorist;
- to your car by fire and/or theft when you've added this cover to your policy (Third Party Property Damage Fire and Theft Option).

Refer to your current schedule for the cover you have selected.

Full details are provided on pages 26 to 28.

Limits and exclusions

The cover we provide is subject to monetary limits, conditions and exclusions. You should read this PDS carefully in conjunction with your current schedule.

Getting started

To get you started, here's a quick guide.

Cover	Third Party	Third Party Fire and Theft	Page No
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Fire and theft damage	⊗	(up to \$5,000)	27
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Claim on your policy by calling us on 13 27 22

Call us as soon as possible if your car has been:

- involved in an accident causing damage to another person's property;
- damaged in an accident caused by an uninsured driver of another car;
- damaged by fire or stolen and you have extended your policy to cover these incidents (Third Party Fire and Theft Option). Report the theft to the police and to us.

You can help us by noting the details of the incident. Other than telling us what happened, the most important details you can help us with are:

- the registration number of any other vehicles involved; and
- the names, addresses and phone numbers of their drivers, the owners of any other property damaged and any witnesses.

Excesses

An excess is the amount you must contribute towards each claim. The excesses we apply are:

- Basic Excess applies to all claims (except as described on page 24).
- Age Excess applies based on the driver of the car at the time of the incident.
- Additional Excess may be applied when some aspects of the car or drivers to be insured fall outside our normal underwriting guidelines.

The amount and types of excesses that may apply are shown on your current schedule. You may have to pay more than one excess. The relevant excesses are payable for each claim you make on your policy (except in the limited circumstances outlined under the heading **An excess is payable on all claims except on page 24**).

Your excess does not have to be paid at the time of lodging your claim. It will have to be paid before your claim is finalised. We will tell you when your excess is to be paid and how it is to be paid. If you are experiencing financial hardship, please contact us to discuss how we may be able to assist with respect to the payment of excess. This could include the deduction of the amount of the excess from the amount to be paid under the claim, or we can arrange a payment plan for you.

Excesses (continued)

An excess is payable on all claims except:

- incidents involving another vehicle where we agree the driver of the other vehicle is at fault;
- the theft of your car, and you have selected this option;

and you provide us with sufficient information for us to identify the person responsible (for example, name, address, registration number of the person's vehicle). If you cannot provide this information, any excesses that apply to your policy must be paid by you.

When your car has been damaged

This section applies where you have a claim under Damage to your car caused by an uninsured driver on page 26 or you have Fire and theft cover for your car (optional cover) on page 27.

When your car has been accidentally damaged in an incident covered by your policy, at our option we will, either:

- repair your car; or
- pay you a cash settlement to repair your car (subject to the maximum limits below); or
- pay you up to the maximum limit under Damage to your car caused by an uninsured driver on page 26; or when you have selected the option, Optional fire and theft cover for your car (optional cover) on page 27.

If your car can be safely repaired we will choose the repairer.

You must:

- make your car available to us if we require it;
- not carry out or have any repair work carried out without our prior authorisation.

If we agree to pay you a cash settlement at your request (and we would otherwise opt to repair) we will pay you what it would cost us to repair the damage to your car which is covered by your policy.

If we pay you a cash settlement at our option we will pay you what it will reasonably cost you to repair the damage to your car which is covered by your policy.

When your car has been damaged (continued)

Guaranteed repairs

We guarantee the quality of the materials and workmanship used in repairs we authorise for as long as you own your car. We will rectify any problems arising from the repair that we agree have been caused by faulty materials or workmanship.

Where we are satisfied that a repair completed by a repairer selected and directly authorised by us, requires rectification and because of that you need a hire car over and above what we would provide to you in your policy, then we will arrange this for you and cover the reasonable costs of the hire

The parts we use

When we repair your car and it is:

- within the manufacturer's standard new car warranty period (but not an extended warranty period), we use manufacturer's approved parts or parts which meet Australian Standards;
- outside the manufacturer's standard new car warranty period, we may use new non-genuine or second-hand parts, suitable for the age and condition of your car. All parts used will comply with Australian Standards where applicable.

If parts are obsolete we will only pay the market value of those damaged parts (or the last known price) where the part does not materially impact the functionality or safety of the vehicle.

Your contribution

Where the condition of your vehicle immediately prior to the incident increases repair costs, or will require replacement rather than repair and this will put it in a better condition than it was before the incident, we may require you to contribute towards the cost of the repairs.

What we cover as your car

The car covered by this policy is the vehicle described on your current schedule. It includes options and accessories. It also includes any modifications fitted to the car which have been notified to us.

Geographical limits

This policy covers you for an incident occurring within Australia.

What your policy covers

Loss or damage to another person's property — your legal liability

We cover:

Your legal liability for accidental damage to another person's property arising from the use of:

- your car;
- a trailer attached to it;
- a substitute car if your car is being repaired or serviced.

Limit:

The maximum we will pay is \$20,000,000 for all losses, claims and liabilities arising out of the one occurrence in the period of insurance.

This amount includes the legal costs of defending any claims against you and any costs awarded against you, provided we appoint the lawyers.

Note:

In this Legal liability section, 'occurrence' means an event, including continuous or repeated exposure to substantially the same general conditions, and all events of a series, consequent on, or attributable to, one source or original cause or a related source or cause, and which causes loss or damage to property which you do not own or for which you are not responsible.

We do not cover:

- you for property you own, or are responsible for, or which belongs to someone who normally lives with you;
- legal liability for death or bodily injury;
- loss of or damage to the substitute car you are driving.

Note:

We will also cover:

- another person's legal liability when driving your car with your permission providing the person is properly licensed to do so;
- your employer, partner or principal if your car was being used in the course of your work relationship.

Damage to your car caused by an uninsured driver

We cover:

Your car for damage caused to it in a collision with another vehicle when:

- the driver of the other vehicle is uninsured:
- we agree that the collision was the other driver's fault; and
- you provide us with sufficient information for us to identify the person responsible (for example, name, address, registration number of the person's vehicle).

Limit:	We will not pay more than \$5,000 for damage to your car.
Note:	We will at our option, either:
	• repair your car;
	 pay you the cost of repairing your car (see When your car has been damaged on page 24 for details as to what cost we will pay); or
	• pay you the Market Value of your car, or \$5,000, whichever is the lesser.
	When we pay you the Market Value of your car, or \$5,000, whichever is the lesser, your policy comes to an end. Our payment will be less any excesses and any unpaid portion of your premium.
Fire and theft cov	er for your car (optional cover)
We cover:	We will cover your car for:
	• accidental loss or damage caused by fire or theft or attempted theft.
	This benefit is applicable when you have chosen this option and the fire and theft option is noted on your current schedule.
We do not cover:	bushfire for the first 48 hours after the start of your policy unless:
	 you bought the car in the 24 hours before the policy commenced; or
	 your policy commenced immediately after another policy covering the same risk expired, without a break in cover.
Limit:	We will not pay more than \$5,000 for damage to your car.
Note:	We will at our option, either:
	• repair your car;
	 pay you the cost of repairing your car (see When your car has been damaged on page 24 for details as to what cost we will pay); or
	• pay you the Market Value of your car, or \$5,000, whichever is the lesser, less any applicable excesses.
	When we pay you the Market Value of your car, or \$5,000, whichever

is the lesser, your policy comes to an end. We will deduct from our payment any excesses and any unpaid portion of your premium.

When we declare your car a total loss

Limit: The most we will pay is \$5,000.

Note:

Applicable to Damage to your car caused by an uninsured driver on page 26 and Fire and theft cover for your car (optional cover) on page 27. When we make our payment your policy comes to an end. We will deduct from our payment any excesses, unpaid portion of your premium and the unused portion of your registration.

Your car, including any options or accessories fitted to it, becomes our property.

Towing your damaged car

We cover:

When we accept a claim for loss or damage to your car, we will also pay towing costs to the nearest repairer approved by us when your car has been:

- damaged and cannot be safely driven;
- recovered in a damaged condition after being stolen.

Limit:

Reasonable costs.

Note:

Applicable to Damage to your car caused by an uninsured driver on page 26 and Fire and theft cover for your car (optional cover) on page 27.

This benefit is paid in addition to the limit of \$5,000 for damage to your car.

Your replacement car

We cover:

When you replace your car, this policy (and any special conditions set out on your current schedule) will cover the replacement car from the time you buy it provided the replacement car is a similar type as your current car.

Cover for your current car ends at the time you buy the replacement car. You must advise us of details of the replacement car within 14 days of buying it and we may charge you an extra premium and/or add special conditions to your policy. We may refuse to offer cover for the replacement car if it does not comply with our underwriting requirements.

Your policy does not cover:

- mechanical, structural, or electrical failures;
- tyre damage caused by road conditions, punctures, bursting or braking;
- the cost of international air freight for parts, paint or accessories required for the repair of your car when they are not ordinarily available within Australia;
- any decrease in the value of your car after it has been properly repaired by us;
- depreciation, wear, tear, rust or other forms of corrosion;
- loss, damage or liability arising:
 - outside Australia;
 - from incidents occurring outside the period of insurance;
 - if you fail to secure your car or have it towed to a safe place after it has broken down or been damaged;
 - because you cannot use your car;
 - if your car was being used in a race, trial, test or contest, or while on a race track, circuit or any track set aside for racing or time trials but not if you are participating in a defensive or advanced driving course at the time;
 - from the lawful seizure, confiscation, nationalisation, requisition or destruction of your car;
 - from an intentional act by you, your family or a person acting with your consent;
- loss, damage or liability caused by, arising directly or indirectly from or in any way connected with:
 - the use, existence or escape of nuclear fuel, material or waste;
 - the use, existence or escape of asbestos, asbestos fibres or any derivatives of asbestos;
 - any war, invasion, or acts of foreign enemy or hostilities whether war has been declared or not;
 - any act of terrorism.

We may refuse a claim and cancel your policy if:

- you do not fully co-operate with us regarding your claim;
- you are not truthful, accurate and frank in any statement you make in connection with a claim;
- you do not keep the insured car in good order and repair, well maintained and in a good and roadworthy condition including:
 - being free from rust, mechanical, hail or unrepaired damage, or any other damage that would make it unsafe;
 - replacing worn out tyres, worn brakes and defective lights, fixing paint problems including clear coats, repairing major rust, worn upholstery and major scratches or dents);
 - having your car serviced as required by the manufacturer and keeping records of this in case you need to claim for mechanical damage resulting from an incident;
- your car is used (or let) for business purposes unless you have told us about the business
 and we have agreed to insure your car for business use. See Private Use and Business Use
 on pages 31;
- the driver of your car:
 - was not licensed to be driving unless we agree you had no reason to suspect that the driver was unlicensed;
 - was under the influence of alcohol or of any drug;
 - had a blood alcohol level over the legal limit in the State or Territory where the accident occurred;
- you or someone on your behalf modifies your car unless you have told us about the modification and we have agreed to it and you have paid any additional premium required;
- you do not make a report to the police if you know or suspect that there has been theft or attempted theft of your car, part of your car or your personal belongings within your car;
- your car was:
 - loaded contrary to law;
 - being let on hire;
 - being used in an unsafe condition;
 - being driven in a reckless manner.

Where any of the acts referred to in this part of the policy could reasonably be regarded as being capable of causing or contributing to a loss in respect of which insurance cover is otherwise provided by this policy, we may refuse to pay some or all of the claim. Alternatively, if our interests have been prejudiced as a result of that act, then we can reduce the amount that we pay under the policy by an amount that fairly represents the extent to which our interests have been prejudiced.

About your premium

How we calculate your premium

When we calculate your premium, we take a number of factors into account including, but not limited to:

- the period of insurance;
- the address where you normally keep the insured car;
- the excesses payable by you in the event of a claim;
- your previous insurance and driving history; and
- your other RACT Insurance policies, if any.

The total premium payable by you also includes compulsory government charges (including duties and GST). The details are shown on your current schedule.

Definitions

These words have special meanings:

Business Use. You use your car primarily to carry out your business or occupation to derive an income.

Car. The vehicle specifically identified on your current schedule.

Current Schedule. The current schedule we give you for the current period of insurance.

Limit. The maximum amount we will pay under this policy. (Any applicable excesses are deducted from the nominated limit.)

Market Value. The amount we calculate the market would pay for your car taking into account its age, make, model, kilometres travelled and condition immediately before the incident resulting in a claim on your policy. Authoritative industry publications may be used to calculate the amount

Period of Insurance. The period for which cover is provided by this policy as shown on your current schedule.

Policy. Your policy consists of:

- this product disclosure statement;
- your application(s) for insurance;
- our record of your verbal responses;
- your current schedule, which sets out the particular details of your policy; and
- any supplementary PDS we may issue.

Private Use. You use your car primarily for social, domestic and pleasure purposes. **Substitute Car.** A car you are driving because your car is undriveable due to repair or servicing.

Definitions (continued)

Terrorism. Includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and which:

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system. It includes any action in controlling, preventing, suppressing, retaliating against or responding to any such act, preparation or threat.

We, Our and Us. RACT Insurance Pty Ltd.

You, **Your**. The Insured(s) shown on your current schedule. If the Insured is a company this means the person who has been authorised by the company to drive the car.

Your Family. Your spouse, your partner or your de facto, your parents and parents-in-law, your or your spouse's children, your brothers and your sisters, who normally live with you.

When you make a claim

You or any other person covered by your policy must not make admissions, settle, attempt to settle or defend any claims without our consent. We have the sole right to make admissions, to settle any claims against and to defend you or any other person covered by your policy in any proceedings.

Before we make a decision about your claim, we may assess the damage to your car and investigate the circumstances of the claim. If we require it, you must make your car available to us for inspection and, in all cases, co-operate with our investigators.

If you will be making a GST input tax credit claim, please see **Goods and Services**Tax (GST) on page 38 for further information.

We will tell you if one or more excesses are payable (see Excesses on page 5 and 6, and 23 and 24 for further details).

Why the cost of insurance can change

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

- the cost of claims we have paid;
- the expected cost of future claims;
- any effect from a claim you have made;
- any changes in government taxes and charges; and
- our business administration costs.

Paying your premium

At our option, you may pay your premium annually or in instalments.

Payment in full

If your premium is not paid by the due date, you may not be covered for any claims.

Payment by instalments

- At our option, you may pay your premium in instalments by direct debit from either your financial institution or your credit card.
- If you pay by instalments a surcharge on your premium may apply.
- Your responsibilities include:
 - providing us with your account details and an authority to deduct payments; and
 - ensuring that sufficient funds are available in your nominated account to pay each instalment.
- You must tell us if you change any of your account details.
- If the account details you provide are incorrect or there are insufficient funds in your account, any additional fees or administration costs incurred because of the non-payment are payable by you.
- If you are paying by instalments, any unpaid portion of the total premium for the current period of insurance must be paid by you before your claim can be completed. We will advise you if we decide to deduct the outstanding premium from your claims settlement.
- At renewal, we continue to deduct instalments until you tell us to cancel or change that arrangement.
- If your premium increases due to a change to your policy, we will adjust your instalment amounts and commence deducting the new amount from your next instalment date.
 We will confirm any changes to your instalment plan in writing to you. If all of your instalments have been made, a once off payment will be processed.

Payment schedule

- Your first payment will be withdrawn from your nominated account within five working days of your direct debit arrangement being set up.
- Subsequent payments will be deducted on your nominated day.
- If we are unable to process your payment on your nominated date, we will do so as soon as possible.
- Where your nominated payment day falls on a non-business day, we will deduct the scheduled payment on the next business day. If your nominated payment date is the 29th, 30th or 31st of the month, we will deduct the scheduled payment on the next business day for the months where these dates do not occur.

Renewal payment by instalments

If you already have an existing instalment agreement with us and we invite renewal, at renewal time your policy will be automatically renewed and instalments deducted unless you inform us otherwise.

Changing your arrangement with us

- If you need to change any details of your direct debit arrangement please let us know before:
 - your next scheduled payment; or
 - the due date of the payment to which the changes will apply.

Overdue payments

- If your payment is overdue by:
 - more than 14 days after its due date, we may refuse any claim made for incidents occurring during the period the policy is unpaid;
 - one month, the cover your policy provides will cease unless alternative arrangements have been made directly with us.
- If two or more payment requests are not honoured by your financial institution, we may cancel your policy. We will advise you in writing if we are going to cancel your policy.
- If you cancel your payment arrangements, all outstanding amounts will be due and payable within 14 days from the cancellation date. If payment is not made, your policy will be cancelled and we will confirm the cancellation in writing.
- We may employ an external agency to collect payments owed to us.
- We accept payment by instalments at our option. We may not offer this option on future cover if there is a history of not meeting instalment payment obligations.

Important general information

Our agreement with you

When we agree to enter into a policy with you, we will provide you with a schedule that sets out the cover you have and what you have told us about your car, you, your joint policyholders, if any, and the regular drivers of your car. Your current schedule, this PDS and any supplementary PDS we may give you make up your agreement with us.

Please read the current schedule to ensure the details it provides are correct – if anything needs changing please call us. Please keep these documents in a safe place.

More than one insured

If your current schedule shows more than one named insured, any actions including but not limited to, changes, requests, cancellations, omissions, statements, claims or acts generated by one insured will be treated as having come from all those named as insured on your current schedule.

We may agree to make any requested changes without notice to any other person named as insured on the current schedule.

Changes to your policy

If you want to change your policy and we agree to it, the change will become effective when we give you written confirmation of our agreement to the change and you pay any additional premium required.

Notices

We will give you any notice in writing. The notice will be effective if it is delivered to you personally or if it is delivered to your address last known to us, including when it is sent to your nominated email address.

When we offer to renew your policy, we will send you a renewal notice at least 14 days before your policy expires. If we decide not to offer to renew your policy, we will advise you of this decision at least 14 days before your policy expires

Your Duty of Disclosure

Before you enter into, renew, extend, vary or reinstate an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984.

We may ask you questions that are relevant to our decision to insure you and on what terms. If we do, you must tell us anything that you know and that a reasonable person in the circumstances would include in their answer.

You have this duty until we agree to insure you, renew, extend, vary or reinstate an insurance contract.

If you do not tell us something

If you do not tell us anything you are required to, 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.

Cooling-off period

You have 21 days from the commencement of your policy in which you can cancel it. All you need to do is contact us. You do not need to give us any reason. Provided you have not made a claim under the policy, we will cancel it and provide you with a full refund of the premium you have paid.

Cancelling your policy

You may cancel your policy at any time. The date of cancellation will be the date we receive your request. We will refund any premium you have paid for the period after the date of cancellation.

If you are paying your insurance by instalments, any refund will be credited against your remaining instalments.

We can cancel your policy in any way permitted by law. If we do so, we will:

- give you prior notice in writing; and
- refund any premium you have paid for the period after the date of cancellation.

Co-operation

Any benefits we give you under the policy depend on you or any other person covered by the policy giving us any information and help that we require, including attending court to give evidence.

You or any other person covered by the policy must tell us if any part of your claim is also covered by another insurance policy.

You must be truthful accurate and frank in any statements you make in connection with a claim or your policy.

You or any other person covered by the policy must assist us even if we have already paid a claim, as we may attempt to recover from a third party who caused you to suffer the loss or damage. We may also want to defend you if it is alleged that you caused someone else loss or damage.

If you or any other person covered by any policy receive any letters, notices or court documents relating to any incident that has or might result in a claim, you must send these to us as soon as reasonably practicable. This is because important time limits often apply to these documents and in particular court documents.

If you fail to fully co-operate with us regarding any part of the claim process, including co-operating with our assessors and investigators or you fail to comply with the terms of your policy we may cancel your policy. We may also refuse to pay your claim (or part of you claim) or be entitled to recover any amounts paid under the claim if your failure caused or contributed to the loss claimed or our ability to seek recovery from another party (our liability in respect of the claim is reduced by the amount that fairly represents the extent to which the failure contributed).

Goods and Services Tax (GST)

Any amounts we may pay under this policy include GST.

When claiming, you will need to provide details of any entitlement to input tax credits on your premium if you are registered or should be registered for GST purposes.

When we make a payment to you for repair or replacement of an insured item and you would be entitled to claim an input tax credit for the repair or replacement, we may reduce the settlement amount we pay by the amount of that input tax credit.

Updating our PDS

The information in this PDS was current at the date of preparation. From time to time we may need to update the information contained in this PDS. In some circumstances the terms and conditions of this PDS may be amended by a supplementary PDS or other notice (a notice may be used where changes are not materially adverse and will be disclosed on our website).

This PDS (and any supplementary PDS or non-material updates) are available by contacting us on 13 27 22, or visiting our website at www.ract.com.au.

The General Insurance Code of Practice

RACT Insurance subscribes to the General Insurance Code of Practice. A copy of the code can be obtained from www.codeofpractice.com.au. Alternatively you can contact the Insurance Council of Australia by visiting www.insurancecouncil.com.au or by phone on 1300 728 228.

How we resolve complaints

We handle all complaints in accordance with our Complaints Handling Guide which is available on our website (www.ract.com.au) or request a copy by contacting us on:

Phone: 13 27 22 or 1800 005 677

Email: claimscomplaints@ract.com.au (for complaints related to claims) or racticompliance@ract.com.au (for complaints relating to sales or other matters)

Mail: to the following postage-paid address:

RACT Insurance

Reply Paid 1292

Hobart TAS 7001

If you need to escalate the issue to an independent third party you can contact the Australian Financial Complaints Authority (AFCA) (AFCA is an independent external dispute scheme and their service is free to you), or for privacy related matters, complaints can also be lodged with the Office of the Australian Information Commissioner (OAIC). Contact details for both are provided below:

AFCA

Online: www.afca.org.au Email: info@afca.org.au Phone: 1800 931 678

Mail: Write to the following address:

Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

OAIC

Online: www.oaic.gov.au

Email: enquiries@oaic.gov.au

Phone: 1300 363 992

Mail: Write to the following address:

Director of Compliance

Office of the Australian Information Commissioner

GPO Box 5218 Sydney NSW 2001

Financial Claims Scheme

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer, to be paid certain amounts by APRA.

Information about the FCS can be obtained from www.fcs.gov.au

Privacy of personal information

The privacy of your personal information is important to us. We collect your personal information to ensure that we are able to provide you with the relevant products and services.

We are subject to the Privacy Act 1988. For further details, please refer to our Privacy Policy at www.ract.com.au or ask us for a copy. Our Group Privacy Statement, also on our website, includes information about how we collect, use and disclose your personal information.

Notes:	

Notes:		



RACT OFFICES

BURNIE
DEVONPORT
GLENORCHY
HOBART
KINGSTON
LAUNCESTON
ROSNY PARK

13 27 22

ract.com.au





RACT INSURANCE PTY LTD

ABN 96 068 167 804

AFS LICENCE NO. 229076