

# Comprehensive Car and Third Party Insurance

Product Disclosure  
Statement (PDS)





## About your insurer

The issuer of this product is **RACT Insurance Pty Ltd**

ABN 96 068 167 804 | AFS Licence No 229076

The Royal Automobile Club of Tasmania Limited ABN 62 009 475 861 distributes this product as an agent for RACT Insurance Pty Ltd, not as **your** agent.

### RACT Insurance Pty Ltd

**Website** [ract.com.au](http://ract.com.au)

Our locations and opening hours can be found online under [Our locations](#)

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**International** +61 3 6232 6300

**Postal Address**

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Hobart Tas 7001

This Product Disclosure Statement explains **your** legal contract with RACT Insurance Pty Ltd. All terms, conditions, and exclusions detailed in this document form part of **your** insurance contract.

The preparation date of this Product Disclosure Statement (PDS) is 2 April 2026

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Part 1

# Getting started

# Your PDS user guide

Throughout this PDS, some words appear in ***bold italic text***. These words have specific meanings which are explained in 'Definitions' starting on [page 57](#).

## The symbols set out below have special meanings when used in this PDS



What is covered



***Limits*** apply



Optional cover may be available for an additional cost



What is not covered



Additional important or helpful information

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# Choose your cover

Every car is different, and **your** needs are too. Choose the cover that suits **you** best.

**You** can insure multiple **cars** under a single **policy**, each with its own type of cover, as set out in **your schedule**. If a **policy** covers more than one **car**, its terms apply separately to each **car**, including with respect to **limits** and excesses.



## Comprehensive

Covers loss or damage caused:

- by **accidental** damage to **your car**;
- by fire and/or theft to **your car**; and
- by the use of **your car** to another person's property.



## Third Party Property Damage

Covers loss or damage caused:

- by the use of **your car** to another person's property; and
- by an uninsured driver to **your car**.



## Third Party Fire and Theft

(Optional add-on to Third Party Property Damage)

Covers loss or damage caused:

- by the use of **your car** to another person's property;
- by an uninsured driver to **your car**; and
- by fire and/or theft to **your car**.



**Important:** this information does not provide a full description of what is and is not covered, so please read the entire PDS for details and refer to **your schedule** for the cover **you** have selected.

# Product guide

This guide sets out the standard and optional product features applicable for **Comprehensive**, **Third Party Property Damage** and **Third Party Fire and Theft** cover.

	Comprehensive	Third Party Property Damage	Third Party Fire and Theft
Accidental damage ( <a href="#">p24</a> )	✓	✗	✗
Malicious damage ( <a href="#">p25</a> )	✓	✗	✗
Natural events ( <a href="#">p25</a> )	✓	✗	✗
Fire ( <a href="#">p26</a> )	✓	✗	✓ <sup>1</sup>
Theft ( <a href="#">p26</a> )	✓	✗	✓ <sup>1</sup>
Damage to your car caused by an uninsured driver ( <a href="#">p27</a> )	✓	✓ <sup>1</sup>	✓ <sup>1</sup>
Legal liability for loss or damage to another person's property ( <a href="#">p28</a> )	✓	✓	✓
Car keys, remotes, and locks ( <a href="#">p30</a> )	✓	✗	✗
Electric vehicle charging equipment ( <a href="#">p30</a> )	✓	✗	✗
Baby capsules and child seats ( <a href="#">p31</a> )	✓	✗	✗
Personal belongings ( <a href="#">p32</a> )	✓	✗	✗
Campervan or motorhome contents ( <a href="#">p32</a> )	✓	✗	✗
Trailer cover ( <a href="#">p33</a> )	✓	✗	✗
Emergency repairs ( <a href="#">p34</a> )	✓	✗	✗
Emergency transport and accommodation ( <a href="#">p34</a> )	✓	✗	✗
Temporary replacement cover ( <a href="#">p35</a> )	✓	✓	✓




# Product guide (cont.)


	Comprehensive	Third Party Property Damage	Third Party Fire and Theft
New car after a total loss for cars less than two years old <a href="#">(p36)</a>	✓	✗	✗
Towing and storage costs <a href="#">(p37)</a>	✓	✓ <sup>3</sup>	✓ <sup>2</sup>
Hire car after a not-at-fault accident <a href="#">(p38)</a>	✓	✗	✗
Hire car after theft <a href="#">(p38)</a>	✓	✗	✗
Optional 30 day hire car <a href="#">(p40)</a>	Ⓢ	✗	✗
Optional no excess windscreen and glass <a href="#">(p41)</a>	Ⓢ	✗	✗
Optional increased campervan or motorhome contents <a href="#">(p41)</a>	Ⓢ	✗	✗

1 The most **we** will pay **you** is the **market value** of **your car**, or \$5,000 (whichever is the lesser).

2 If **your car** is damaged by an uninsured driver or as a result of fire and/or theft.

3 If **your car** is damaged by an uninsured driver.

-  Covered
-  Optional Cover
-  Not covered

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

**Part 2**

**Important  
policy  
information**

## Product disclosure statement

**We** are pleased to provide **you** with this Product Disclosure Statement (PDS), which sets out important information about **our** RACT Insurance product.

This RACT Insurance product consists of the following covers for **you** to choose from:

- **Comprehensive;**
- **Third Party Property Damage;** and
- **Third Party Fire and Theft.**

This PDS is designed to help **you** properly understand the product features, optional covers, **limits**, conditions and exclusions, so that **you** can decide if **our** product meets **your** needs.

If **you** buy a **policy** from **us**, the cover **you** choose will be shown on **your schedule**.

**You** should read this PDS carefully in conjunction with any applicable Supplementary PDS (SPDS) and **your schedule**. **You** can also find the Target Market Determination (TMD) applicable to this product on **our** website.

## Updating our PDS

The information in this PDS was current at the date of preparation. It is at times subject to change. If **we** make a change, **we** will give **you** a new or Supplementary PDS or other notice. For minor changes, **we** may update the information on **our** website.

Current disclosure documents (including updates) are available by visiting **our** website at [ract.com.au](http://ract.com.au), visiting **us** or contacting **us** on 13 27 22.

## Our contract with you

When **we** agree to enter into a contract of insurance 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 schedule**, this PDS and any SPDS **we** may give **you** make up **your** contract of insurance with **us**.

Please read **your schedule** to ensure the details are correct. If anything is missing or needs changing, or **you** have any questions, please contact **us**. For information on how **you** can contact **us**, please see the [inside cover](#).

## When you answer our questions

This **policy** is a consumer insurance contract as defined by the Insurance Contracts Act 1984 (Cth). As such, **you** must answer **our** questions honestly, accurately and to the best of **your** knowledge. **You** have a duty to take **reasonable** care not to make a misrepresentation to **us** when **we** ask **you** questions before **we** agree to insure **you** (and before **we** agree to renew or vary **your policy**). If **you** make a misrepresentation to **us** and it is made fraudulently, **we** may treat the contract as if it never existed.

## Cooling-off period

If **you** have not made any claim, **you** can cancel **your policy** within 21 days from either:

- the **policy** start date; or
- **your** renewal date where **we** have changed the terms and conditions of cover.

If **you** do so **we** will provide **you** with a full refund of the premium **you** have paid. **You** will not be able to make any claim under the **policy** once **you** have cancelled it.

**You** can also cancel **your policy** at any other time. For more information see 'Cancelling your policy' on [page 15](#).

## How we calculate your premium

When **we** calculate **your** premium, **we** will consider factors such as:

- **your car's** make, model, and year;
- the address where **you** normally keep **your car**;
- **your** personal details, and those of any **regular drivers**;
- how **you** use **your car**;
- **you** and any **regular drivers** driving history;
- the type of cover **you** choose;
- any optional cover **you** add;
- **your** other RACT Insurance policies;
- the **period of insurance**; and
- other commercial factors, including **our** claims and reinsurance costs and **our** business expenses.

## How we calculate your premium (cont.)

- **your car's agreed value** (**Comprehensive policy** only); and
- the **basic excess you** choose (**Comprehensive policy** only).

The total premium payable by **you** also includes any compulsory government charges, such as stamp duty, and goods and services tax (GST). The details are shown on **your schedule**.

## Your choice of basic excess allows you to reduce your premium

If **you** have **Comprehensive** cover, **you** can reduce **your** premium by choosing a higher **basic excess**. **Your** basic and any other excesses will be shown on **your schedule**.

## Payment options

At **our** option, **you** may pay **your** premium annually in full or in instalments. **We** do not charge **you** any extra for paying by instalments.

If **your** premium is not paid by the due date, **we** may cancel **your policy** and may be entitled to refuse any claims in accordance with applicable law.

For more information see 'Overdue payments' on [page 14](#).

## Instalment payments

If **you** pay **your** premium in instalments, payments can be made by direct debit from **your** nominated bank account or credit card:

- **you** must provide credit card or bank account details and a direct debit authority;
- **you** should ensure sufficient funds are available in **your** nominated credit card or bank account to pay each instalment;
- **you** must tell **us** if **you** change any of **your** nominated credit card or bank account details; and
- if the credit card or bank account details **you** provide are incorrect or there are insufficient funds in **your** nominated credit card or bank account, any additional fees or administration costs **you** incur because of the non-payment are payable by **you**.

## When we deduct your instalment payments

**Your** first payment will be withdrawn approximately five days after **your** direct debit is set up. Subsequent payments will be deducted on the nominated payment date.

- If **we** cannot process **your** payment on the nominated date, **we** will do so as soon as possible after that.
- Where the nominated payment date falls on a non-business day, **we** will deduct the scheduled payment on the next business day.
- If **your** premium changes 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 **your** instalment payments have been made, a once off payment will be processed. For information in relation to renewal instalment payments see 'Renewing your policy' on [page 16](#).

## Changing your instalment 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 **you** pay **your** premium in full annually or pay by instalments and fail to pay by the due date, **we** may cancel **your policy** in accordance with applicable law.

## Overdue instalment payments

If **your** instalment payment is overdue, **we** will send **you** a notice advising the overdue amount and when payment must be made.

- If **your** instalment payment remains unpaid for more than one month after its due date, **we** may cancel **your policy** for non-payment. **We** may refuse any claim made for **incidents** occurring after the cancellation date, unless **you** have made alternative arrangements with **us**.

## Overdue instalment payments (cont.)

- **We** will advise **you** in writing if **we** are going to cancel **your policy**.
- If **you** cancel **your** instalment payment arrangements with **us**, all outstanding amounts will be due and payable within 14 days from the cancellation date. If payment is not received within that time, **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** may not offer the option of paying by instalments if there is a history of not meeting instalment payment obligations.

For information about how **we** deduct any unpaid premium in the event of a claim see 'If your car is a total loss' and 'Cash settlements' on [page 55](#).

## Goods and services tax (GST) information

Any dollar amounts described under this **policy** are a reference to Australian dollars and include GST.

If 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.

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

## Cancelling your policy

### Cancellation by you

**You** may cancel **your policy** at any time by contacting **us**.

### Cancellation by us

**We** can cancel **your policy** due to **you** not fulfilling **your** responsibilities under this **policy** or as otherwise permitted by law. If **we** do so, **we** will:

- give **you** notice of the cancellation in writing

## Premium refunds

If **your policy** is cancelled, **we** will refund the portion of the premium that relates to the **period of insurance you** have not used. **We** will pay that as follows:

- if **you** have other insurance with **us** under the same policy number which has outstanding instalments of premium due during its current **period of insurance**, **we** will credit the refund against those instalments; otherwise
- **we** will pay the refund to **you**.

## Notices

**We** will give **you** any notice required by this PDS in writing. The notice will be effective if delivered to **you** personally or sent to **your** address last known to **us**, including **your** nominated email address.

## Renewing your policy

When **we** offer to renew **your policy**, **we** will give **you** a renewal notice at least 14 days before **your policy** expires. If **we** decide not to offer renewal, **we** will advise **you** at least 14 days before expiry.

If **your car** is insured for an **agreed value**, this value may change at renewal. The updated amount will be shown on **your** renewal notice and **schedule**. Please check **your** renewal notice and **schedule** to make sure the cover is still right for **you**. If **you** would like to discuss amending **your** cover, please contact **us**.

If **you** already have instalment arrangements with **us** and **we** offer renewal, **your policy** will automatically renew. **We** will continue deducting instalment payments unless **you** tell **us** otherwise prior to the expiry of **your** current **policy**. If **you** do not wish for **your policy** to automatically renew or for instalment payments to continue, **you** must contact **us** prior to the renewal date. If **your** premium changes at renewal, as set out in **your** renewal notice and **schedule**, those instalment amounts will be adjusted accordingly.

If **you** pay annually in full, **you** must pay the renewal premium due by the renewal date to ensure **your** cover continues without interruption.

## More than one insured

If **your schedule** shows more than one named insured, any actions (including changes, requests, cancellations, acts, omissions, statements or claims) by one insured will be treated as having come from all those named as insured.

**We** may, therefore, agree to make requested changes, process a claim or cancel **your policy**, without obtaining consent from any other person named as an insured on **your schedule**.

## Respect and protect

**We** take the safety of all **our** customers seriously. This means **you** must not use this **policy** to harass, threaten, intimidate or harm another person, or to encourage violence against anyone in connection with this **policy**. If this requirement is not met, **we** may choose to cancel **your policy** or not invite renewal.

## Helping and supporting you

Supporting **our** customers is **our** priority. **We** want to be there for **you** when times are a little tough. **We** encourage **you** to talk to **us** about **your** circumstances and explore the options available to assist **you**. For more information **you** can call, email, visit **us** or head to **our** website.

## Conduct of others

If **your** claim for loss or damage under this **policy** is refused or reduced as a result of the acts or omissions of another insured or a member of **your family** which involves: mental illness, alcohol or substance abuse, violent, intimidatory or malicious conduct, or financial abuse, **we** will take this into account when considering **your** claim.

In these circumstances **we** will do **our** best to support **you** in the way **we** assess and respond to **your** claim and in **our** communications with **you**. In doing this, **we** may accept some or all of **your** claim when **we** are not legally required to do so, in **our** absolute discretion and in a way which **we** consider fair in the circumstances.

This clause does not:

- apply to the legal liability sections of the **policy**;
- form part of the terms and conditions of the agreement between **us**; or
- confer any contractual or other right.

## Your responsibilities

**You** must comply with the below responsibilities in relation to **your policy**.

### 1. Contact us as soon as possible if:

- any information on **your schedule** is no longer accurate (such as where **your car** is kept, or changes to **your** finance details or **agreed value**);
- **your car** is no longer in good condition as described in 'Keep your car in good condition' on [page 19](#);
- **you** have added or **your car** already has **modifications you** have not told **us** about, which includes but is not limited to changes to the engine performance or capacity, paintwork, wrapping, signwriting, suspension or wheels, tyres or any other changes beyond manufacturers specifications;
- the use of **your car** changes, for example from **private to business use**, or if **you** change the **business use** from what was originally agreed with **us**;
- **you** sell **your car**;
- **you** plan to hire out **your car**;
- the **regular drivers** of **your car** change;
- **you** or anyone likely to drive **your car** is convicted of fraud, theft, burglary, arson, criminal damage, wilful damage, malicious damage or drug offences;
- **you** or anyone likely to drive **your car** has had their licence cancelled, suspended or disqualified; or
- another insurer has cancelled an insurance policy issued to **you**, declined to offer **you** insurance, imposed specific conditions on a policy or refused an insurance claim.

When **you** advise **us** of any changes, and **we** agree to accept the change or vary **your policy**, **we** may propose:

- charging **you** more money (additional premium);
- adding an extra excess; or
- putting special conditions on **your policy**.

If **you** do not agree to these changes to **your policy**, **we** may decide to cancel **your policy** in accordance with applicable law. If **you** agree to the proposed changes and there is a variation to **your policy**, **we** will give **you** written confirmation in relation to the changes.

## Contact us as soon as possible if (cont.)

In some cases, the changes may result in **us** not being able to cover **you** anymore and **we** will cancel **your policy**. For further information see 'Cancelling your policy' on [page 15](#).

## 2. Keep your contact details current

Make sure **we** always have **your** correct nominated email, postal address and phone number to ensure **you** have access to any **policy** documents or SMS **we** send.

## 3. Pay your premiums

At **our** option, **you** may pay **your** premiums annually in full or by instalments. For further information see 'Payment options' on [page 13](#).

## 4. Keep your car in good condition

**You** must keep **your car** in good, **roadworthy** condition. It must be well-maintained and safe to drive.

This means the **car** must:

- be free from hail or unrepaired damage, unless **you** have notified **us** of the damage and **we** have agreed to insure **your car** on that basis;
- be free from mechanical, electrical, structural or any other damage that would make it unsafe;
- not have worn out tyres or worn brakes;
- have defective lights replaced, and have paintwork including clear coats, major rust, corrosion and worn upholstery repaired;
- be free from mould, rot, and damp; and
- be serviced as required by the manufacturer, with records kept in case **you** need to claim for mechanical damage resulting from an **incident**.

## 5. Take steps to prevent loss or damage

**You** must take **reasonable** steps to prevent loss, damage, or legal liability.

For example:

- secure **your car** or have it towed to a safe place after it has broken down or been damaged within a **reasonable** timeframe; and
- move the **car** to a safe place during events like **floods** or storms if it's safe to do so.

## 6. Treat our people with respect

**You**, any person authorised by **you** and anyone covered on **your policy** must not behave in a way that is threatening, abusive or otherwise inappropriate when engaging with **us** and **our** service providers. If this requirement is not met, **we** may choose to cancel **your policy** or not invite renewal.



**Important:** where a failure to meet any of the responsibilities set out in this section of the **policy** could **reasonably** be regarded as being capable of causing or contributing to a loss otherwise covered by this **policy**, **we** may refuse to pay some or all of the claim in accordance with applicable law. Alternatively, if **our** interests have been prejudiced as a result of that act, then **we** may reduce the amount that **we** pay under the **policy** by an amount that fairly represents the extent to which **our** interests have been prejudiced, to the extent permitted by law.

## Complaints process

**Our** complaints process is available free of charge. If **you** are not satisfied with **our** products, services, or a decision **we** have made, please let **us** know so **we** can try to help.

If **you** have a concern, please let the staff member **you** are dealing with know, as many issues can be resolved at this point. If **we** cannot resolve it, or **you** are not satisfied with the outcome, **you** may request a review through **our** internal dispute resolution process.

Please use the following contact options so that **we** can ensure **your** complaint is handled by the most appropriate area.

### Claims complaints

Attn: RACT Insurance Claims Complaints

**Email** [claimskomplaints@ract.com.au](mailto:claimskomplaints@ract.com.au)

**Phone** 13 27 22 (cost of a local call) or  
1800 005 677 (free call and interstate number)

**International** +61 3 6232 6300

**Mail** (to the following postage-paid address)

RACT Insurance Claims Complaints, Reply Paid 1292, Hobart TAS 7001

## Complaints about sales or other policy matters

Attn: RACT Insurance Complaints

**Email** [policycomplaints@ract.com.au](mailto:policycomplaints@ract.com.au)

**Phone** 13 27 22 (cost of a local call) or  
1800 005 677 (free call and interstate number)

**International** +61 3 6232 6300

**Mail** (to the following postage-paid address)

RACT Insurance Complaints, Reply Paid 1292, Hobart TAS 7001

For further information **our** Complaints Handling Guide is available on **our** website at [ract.com.au](http://ract.com.au) or **you** can request a copy by contacting **us**.

## External dispute resolution

If the outcome of **our** internal dispute resolution review is not to **your** satisfaction, or if **we** have not resolved **your** complaint within the period that **we** tell **you we** will respond, **you** can escalate **your** complaint to the Australian Financial Complaints Authority (AFCA) to review.

AFCA provides a free and independent dispute resolution service for consumers. Any decision AFCA makes is binding on **us**. **You** do not have to accept any decision **we** or AFCA make and should **you** wish to, **you** can also utilise consumer or legal dispute resolution services.

## Australian Financial Complaints Authority (AFCA)

**Website** [afca.org.au](http://afca.org.au) **Email** [info@afca.org.au](mailto:info@afca.org.au) **Phone** 1800 931 678

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

## Privacy complaints

If **you** have a complaint about how **we** collect, hold, use or disclose **your** personal information, **you** can make a complaint to **us**. If **you** are not satisfied with **our** internal review, **you** can refer privacy complaints to:

### Office of the Australian Information Commissioner (OAIC)

**Website** [oaic.gov.au](http://oaic.gov.au) **Email** [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au) **Phone** 1300 363 992

**Mail** Director of Compliance

Office of the Australian Information Commissioner

GPO Box 5288, Sydney NSW 2001

## Privacy policy

**We** are committed to protecting **your** personal information. For further details, please refer to **our** Privacy Policy and Financial Services Guide at [ract.com.au](http://ract.com.au).

## General insurance code of practice

RACT Insurance supports and subscribes to the General Insurance Code of Practice (Code). A copy can be obtained from [codeofpractice.com.au](http://codeofpractice.com.au) or by contacting the Insurance Council of Australia at [insurancecouncil.com.au](http://insurancecouncil.com.au) or phone 1300 728 228. The Code is monitored and enforced by the Code Governance Committee, which is an independent body.

## Financial claims scheme

This **policy** may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS), administered by Australian Prudential Regulation Authority (APRA). The FCS only applies in the unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply.

Information about the FCS: [fcs.gov.au](http://fcs.gov.au)

Part 3

# Your cover

## What we cover as your car

The **car** covered by this **policy** is the vehicle described on **your schedule**. Any **modifications** and **accessories** which have been notified to **us** and which **we** have agreed to cover are included in the **agreed value** (for **Comprehensive** cover) or **market value** (for **Third Party Property Damage** or **Third Party Fire and Theft** cover) for the **car**.

## Where you're covered

This **policy** covers **incidents** that happen in Australia only.

## What we cover

The cover provided by this **policy** depends on the type of cover that applies to **your car** (which is set out in the **schedule**). Subject to that, the 'Part 4 – Exclusions' starting on [page 42](#), **policy** conditions, **limits** and excesses, **we** cover **your car** for loss or damage occurring during the **period of insurance** caused by the following **insured events**:

## Insured events

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### Accidental damage

This applies only if **you** have a **Comprehensive policy**.

#### **We cover:**

**Accidental** damage to **your car**, including but not limited to:

- collision or impact with another vehicle or object;
  - damage caused by another driver;
  - damage caused by animals.
-



## Malicious damage

This applies only if **you** have a **Comprehensive policy**.

### ✔ We cover:

Malicious damage to **your car**.

### ✘ We do not cover:

Malicious damage caused by **you, your family** or a person acting with **your** consent.



## Natural events

This applies only if **you** have a **Comprehensive policy**.

### ✔ We cover:

Damage to **your car** caused by the following natural events:

- weather **incident**;
- **flood**;
- earthquake; and
- tsunami.

### ✘ We do not cover:

- **Flood** damage for the first 72 hours after **your new policy** starts, unless:
  - **you** bought the **car** within 24 hours before the **policy** started; or
  - **your new policy** started immediately after another policy ended with no gap in cover.
- **Flood** damage, with respect to any increase to **your car's agreed value**, change to the cover type for **your policy** or reduction in **your** excess for the first 72 hours after the increase in value, change in cover type or excess reduction.



## Fire

This applies only if **you** have a **Comprehensive** or a **Third Party Fire and Theft policy**.

**We cover:**

Damage to **your car** caused by fire.

**We do not cover:**

- Bushfire damage for the first 72 hours after **your** new **policy** starts, unless:
  - **you** bought the **car** within 24 hours before the **policy** started; or
  - **your** new **policy** started immediately after another policy ended with no gap in cover.
- Bushfire damage, with respect to any increase to **your car's agreed value**, change to the cover type for **your policy** or reduction in **your** excess for the first 72 hours after the increase in value, change in cover type or excess reduction.



## Theft

This applies only if **you** have a **Comprehensive** or a **Third Party Fire and Theft policy**.

**We cover:**

Damage to **your car** caused by theft or attempted theft including if **your car** is stolen and not recovered or recovered damaged.

**We do not cover:**

Theft of **your car** if it is stolen through deception after an agreement for sale has been reached, for example if the buyer's payment fails or is fraudulent, and the **car** is no longer in **your** possession.



## Damage to your car caused by an uninsured driver

This applies only if **you** have a **Third Party Property Damage** or a **Third Party Fire and Theft policy**.

If **you** have a **Comprehensive policy**, this is covered under 'Accidental damage' see [page 24](#).

### **We cover:**

Damage to **your car** caused in a collision with another vehicle if:

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



## Legal liability for loss or damage to another person's property

This applies if **you** have a **Comprehensive, Third Party Property Damage** or **Third Party Fire and Theft policy**.

### **We cover:**

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

- **your car**;
- a trailer attached to **your car**; or
- a **substitute car** while **your car** is being repaired or serviced.

This cover includes legal costs of defending any covered claims and any legal costs awarded against **you** or any other person covered under this section, provided **we** appoint the lawyers.

This cover is also extended to:

- another person's legal liability when driving **your car** with **your** permission providing the person is properly licensed to do so; and
- the legal liability of **your** employer, business partner or principal if **your car** was being used in the course of **your** work relationship for a **business use** which **we** have agreed to insure.

## Legal liability for loss or damage to another person's property (cont.)

### 💰 **Limit:**

The maximum **we** will pay under this legal liability section is \$20,000,000 for all losses, claims, liabilities and legal costs arising out of the one occurrence in the **period of insurance**.

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:**

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

## RACT Extra Care

If **you** have a **Comprehensive policy** **you** can enjoy extra care cover, subject to the 'Part 4 – Exclusions' starting on [page 42](#).

---



### Car keys, remotes and locks

This applies only if **you** have a **Comprehensive policy**.

 **We cover:**

The replacement of:

- **your car** keys, remotes and locks if they are lost or stolen;
- **your car** locks if they are maliciously damaged.

 **Limit:**

The most **we** will pay is \$1,000 per **period of insurance**.  
No excess is payable.

---



### Electric vehicle charging equipment

This applies only if **you** have a **Comprehensive policy**.

 **We cover:**

The replacement of **your car's** portable electric charging equipment, cables and connectors **you** own if they are:

- lost, stolen or damaged.

 **Limit:**

The most **we** will pay is \$1,000 per **period of insurance**.  
No excess is payable.

---

## Additional cover

If **you** have a valid claim for loss or damage to **your car** caused by or resulting from an **insured event**, **we** will also provide the following additional covers, where applicable. The most **we** will pay for each additional cover is noted below. Those amounts are payable in addition to any claim for the **agreed value** (or **market value**) of **your car**. These additional covers also apply subject to the 'Part 4 – Exclusions' starting on [page 42](#), **policy** conditions, **limits** and excesses (subject to their terms).

Some benefits may be provided as a reimbursement, so **you** may need to pay an amount upfront and then claim that back from **us**. **We** may require proof of ownership and evidence as to the extent of loss or damage when **you** claim.



### Baby capsules and child seats

This applies only if **you** have a **Comprehensive policy**.

#### ✓ **We cover:**

Baby capsules and child seats that are in **your car** and are damaged or stolen in an **insured event** covered by this **policy**.

#### 💰 **Limit:**

The most **we** will pay for each claim is \$1,000 per item

**We** will replace **your** baby capsules and child seats with:

- the same brand, model and quality.

If the same model isn't available, **we** will replace what **you** had with:

- a comparable product with similar safety features.

#### ✗ **We do not cover:**

Theft or attempted theft of baby capsules or child seats if there are no visible signs of forced entry to the **car**.



## Personal belongings

This applies only if **you** have a **Comprehensive policy**.

### ✔ We cover:

Personal belongings that are in **your car** and are damaged or stolen in an **insured event** covered by this **policy**.

### 💰 Limit:

The most **we** will pay for each claim is \$1,000.

### ✘ We do not cover:

- theft or attempted theft of personal belongings if there are no visible signs of forced entry to the **car**;
- tools or equipment used for business, trade or profession;
- cash, smartcards, phone cards, documents, gift vouchers and other negotiable items;
- mobile phones, computers or electronic devices; and
- personal belongings not owned by **you** or **your family**.



## Campervan or motorhome contents

This applies only if **you** have a **Comprehensive policy**.

### ✔ We cover:

Household goods and personal belongings inside **your** campervan or motorhome, or a fully enclosed annexe attached to **your** campervan or motorhome, that are damaged or stolen in an **insured event** covered by this **policy**.

### 💰 Limit:

The most **we** will pay for each claim is \$1,500.

If **you** would like to increase this **limit** for an additional cost, see 'Optional increased campervan or motorhome contents cover' on [page 41](#).

## Campervan or motorhome contents (cont.)

### ⊗ We do not cover:

- theft or attempted theft of household goods or personal belongings if there are no visible signs of forced entry to the campervan or motorhome, or a fully enclosed annexe attached to **your** campervan or motorhome;
- campervan and motorhome fittings;
- pets, livestock and domestic animals;
- cash, smartcards, phone cards, documents, gift vouchers and other negotiable items;
- sporting equipment, bicycles, tricycles and scooters;
- motor vehicles, trailers, aircraft, aerial devices or any associated equipment;
- tools or equipment used for business, trade or profession;
- mobile phones, computers or electronic devices; and
- household goods or personal belongings not owned by **you** or **your family**.

## Trailer cover



This applies only if **you** have a **Comprehensive policy**.

### ✓ We cover:

The cost of repairing or replacing **your** trailer if it is stolen or damaged when attached to **your car**, or if it becomes detached and runs out of control while **your car** is moving, in an **insured event** covered by this **policy**.

### 💰 Limit:

The most **we** will pay for each claim is \$1,000.

### ⊗ We do not cover:

- contents inside the trailer;
- trailers exceeding the load they are designed to carry or as permitted by law.



## Emergency repairs


This applies only if **you** have a **Comprehensive policy**.

### ✔ We cover:

Emergency repairs **you** authorise to make **your** damaged **car** safe to drive after an **insured event** covered by this **policy**.

### 💰 Limit:

The most **we** will reimburse for each claim is \$500.

 **Important:** it's **your** responsibility to arrange emergency repairs. **You** will need to provide receipts so **we** can reimburse **your** costs.



## Emergency transport and accommodation

This applies only if **you** have a **Comprehensive policy**.


### ✔ We cover:

**We** will reimburse **you** and **your family** members travelling with **you** for **reasonable** transport and accommodation costs if:

- **you** are more than 100 kilometres from home in Australia;
- **your car** is stolen or damaged in an **insured event** covered by this **policy**;
- **your car** can't be driven; and
- **you** need additional transport and/or accommodation to get to **your** destination or back home.

### 💰 Limit:

The most **we** will reimburse for each claim is \$1,000.

 **Important:** it's **your** responsibility to arrange additional transport and accommodation. **You** will need to provide receipts so **we** can reimburse **your** costs.



## Temporary replacement cover

This applies if **you** have a **Comprehensive, Third Party Property Damage** or **Third Party Fire and Theft policy**.

### **We cover:**

If **you** sell or otherwise transfer ownership of **your car** and replace the **car** with another car, this **policy** will cover the replacement car for up to 14 days after the date of purchase or transfer based on the same type of cover as the **car** it replaced and with the same optional covers (other than with respect to the **limits** set out below).

### **Limit:**

If **you** have a **Comprehensive policy** the most **we** will pay until **you** advise **us** of the details of **your** replacement car is the **market value**, not an **agreed value**.

### **Important:**

- Cover for **your** current **car** ends at the time **you** sell or transfer ownership of the **car**.
- **We** may require extra premium and/or to add special conditions to **your policy** to continue cover for **your** replacement car.
- The temporary replacement cover will cease if **you** do not provide **us** with the details of the replacement car and agree to any changes within 14 days.
- **We** may also refuse cover beyond 14 days if the replacement car doesn't meet **our** underwriting requirements.



## New car after a total loss for cars less than two years old

This applies if **you** have a **Comprehensive policy**, **your car** is insured for **private use**, **you** purchased the **car** new, or as a demonstrator car from a licensed motor dealer, and less than two years have passed since the **car** was first registered.

### ✔ We cover:

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

- damaged in an **insured event** covered by **your policy**; and
- declared a **total loss**.

If a new car of the same make, model and series with the same **modifications** and **accessories** is not available in Australia, **we** will provide **you** with a new car of a similar make, model and series with comparable features that is available in Australia.


If **we** replace **your car**:

- **you** must pay **us** any excesses and unpaid premium on **your policy** (including any unpaid instalments for the **period of insurance**);
- the new car will continue to be covered under this **policy** for the remainder of the **period of insurance**; and
- **you** must obtain any refund of registration on **your car** which has been declared a **total loss** and pay this amount to **us**.

If **you** do not want a new car, **we** will pay **you** the **agreed value** as shown on **your schedule**. In that case:

- **we** will deduct any excesses and unpaid premium on **your policy** (including any unpaid instalments for the **period of insurance**) from **our** payment; and
- **your policy** will come to an end, and no refund of premium will be due to **you**.

## New car after a total loss for cars less than two years old (cont.)

 **Important:** *you* will be responsible for any increased cost resulting from *your* selection of specifications, **modifications** and **accessories** which are different to those on *your car*.

If *your car* is under finance, see 'Rights of a financier' on [page 56](#).



### Towing and storage costs

This applies if *you* have a **Comprehensive, Third Party Property Damage** (damage by an uninsured driver claim) or **Third Party Fire and Theft** (damage by an uninsured driver claim and fire and theft claim) **policy**.

#### **We cover:**

We will pay for towing *your car* to, from, and storing it at the nearest suitable location (such as a **repairer** approved by **us**, or a salvage yard) for safekeeping, if *your car* is damaged and cannot be safely driven after an **insured event** covered by this **policy**.

#### **Limit:**

**Reasonable** costs.



## Hire car after a not-at-fault accident

This applies only if **you** have a **Comprehensive policy**.

### ✔ We cover:

Subject to the 'Hire car conditions' on [page 39](#), **we** will provide a small category hire car and pay the rental fee for up to 14 days if:

- an **accident** with another vehicle causes loss or damage to **your car** which is covered by this **policy**;
- **we** agree, **acting reasonably**, that the driver of the other vehicle is completely at fault;
- **you** provide **us** with sufficient information for **us** to identify the person responsible, for example their name, address and the vehicle registration number; and
- **your car** cannot be safely driven or is in for repairs.

If **you** would like the certainty of additional access to a hire car for up to 30 days for an additional cost, see 'Optional 30 day hire car' on [page 40](#).

The hire car must be returned to the rental company as soon as **reasonably** possible when:

- **your car** has been repaired;
- the maximum 14 day cover has been reached;
- **we** have paid **you** a cash settlement to repair **your car**;
- **your car** has been declared a **total loss** by **us**, and **we** have paid the **agreed value**; or
- **we** have provided **you** with **your** new car replacement.



## Hire car after theft

This applies only if **you** have a **Comprehensive policy**.

### ✔ We cover:

Subject to the 'Hire car conditions' on [page 39](#), if **your car** has been stolen, **we** will provide **you** with a small category hire car and pay the rental fee for up to 14 days.

## Hire car after theft (cont.)

If **you** would like the certainty of additional access to a hire car for up to 30 days for an additional cost, see 'Optional 30 day hire car' on [page 40](#).

The hire car must be returned to the rental company as soon as **reasonably** possible when:

- **your car** has been repaired or is recovered undamaged;
- the maximum 14 day cover has been reached;
- **we** have paid **you** a cash settlement to repair **your car**;
- **your car** has been declared a **total loss** by **us**, and **we** have paid the **agreed value**; or
- **we** have provided **you** with **your** new **car** replacement.

### Hire car conditions

- **We** will arrange and pay for a hire car through one of **our** providers.
- If a hire car is not available, or **you** do not meet the car rental company's eligibility requirements, **we** will pay **you** the **reasonable** costs of hiring a small category car for the period during which **you** would have been entitled to a hire car.
- The **policy** provides no cover for costs associated with **you** arranging a hire car.
- **You** are responsible for all running costs and any extra expenses of the hire car, including:
  - any deposit required by the hire car company; and
  - any additional days outside of the authorised hire period.
- If **you** withdraw **your** claim or **we** do not accept it, **you** may be required to refund to **us** any hire car costs **we** have paid.
- If **we** arrange a hire car for **you**:
  - **Your policy** will be extended to provide cover for loss or damage to the hire car and **your** legal liability arising from use of the hire car, in accordance with the **policy** conditions, **limits** and excesses as if the hire car was **your car**. Any claim relating to a hire car will be a separate claim, subject to applicable excesses.
  - **You** agree that, if **we** are contractually liable to a hire car provider with respect to loss or damage to the hire car or legal liability arising from use of the hire car, for an amount which is not covered by **your policy**, **you** will pay that amount to **us** as required.

## Optional cover (additional cost)

**You** may be able to choose to add optional extra covers to **your policy**. The same 'Part 4 – Exclusions' starting on [page 42](#), **policy** conditions, **limits** and excesses apply to these optional covers (subject to their terms). Please note that optional covers may not always be available. If **you** request optional cover and **we** agree to provide it, the details will be shown on **your schedule**, and an additional premium will apply. Importantly, these covers do not apply to **incidents** that occurred before they are added to **your policy**.



### Optional 30 day hire car

This option may be available if **you** have a **Comprehensive policy**.

#### ✔ **We cover:**

Subject to the 'Hire car conditions' on [page 39](#), **we** will provide **you** with a small category hire car and pay the rental fee for up to 30 days if:

- **you** have a claim which is covered by this **policy**; and
- **your car** cannot be safely driven or is in for repairs.

This optional cover is in addition to any other hire car cover **you** may be entitled to. If the 'Hire car after a not-at-fault accident' on [page 38](#) or 'Hire car after theft' on [page 38](#) applies, **we** will provide **you** with a small category hire car and pay the rental fee for up to 44 days.

The hire car must be returned to the rental company as soon as **reasonably** possible when:

- **your car** has been repaired or is recovered undamaged;
- the maximum 30 or 44 day cover (depending on whether **you** are also entitled to a 'Hire car after a not-at-fault accident' or a 'Hire car after theft') has been reached;
- **we** have paid **you** a cash settlement to repair **your car**;
- **your car** has been declared a **total loss** by **us**, and **we** have paid the **agreed value**; or
- **we** have provided **you** with **your** new car replacement.



## Optional no excess windscreen and glass

This option may be available if **you** have a **Comprehensive policy**.

### ✔ We cover:

If **your** windscreen, sunroof, or window glass has been damaged **we** will pay for its repair or replacement. The replacement glass will meet relevant Australian Design Rules.

If **you** have selected this option, no excess applies for these repairs or replacements. If **you** have not selected this option, an excess applies.



## Optional increased campervan or motorhome contents

This option may be available if **you** have a **Comprehensive policy**.

### ✔ We cover:

Campervan or motorhome contents as explained in 'Campervan or motorhome contents' on [page 32](#), but with an increase in cover to \$5,000 (instead of the standard \$1,500 in cover).

### 💰 Limit:

This optional cover allows **you** to increase **your** campervan or motorhome contents cover to \$5,000.



## Optional fire and theft

This option may be available if **you** have a **Third Party Property Damage policy**.

### ✔ We cover:

Loss or damage to **your car**, caused by fire and/or theft as explained in 'Insured events – Fire' and 'Insured events – Theft' on [page 26](#).

### 💰 Limit:

The most we will pay **you** is the **market value** of **your car**, or \$5,000 (whichever is the lesser).

**Part 4**

# **Exclusions**

# These exclusions apply to all sections of your policy

## We will not pay for:

### Incidents and timing

- **incidents** occurring outside of Australia;
- **incidents** occurring outside the **period of insurance**;

### Vehicle condition and maintenance

- structural, electrical, electronic, mechanical failures or faults and breakdowns, however **we** will cover resultant damage, which is covered by **your policy** provided **you** were not aware and a **reasonable** person in **your** circumstances could not be expected to have been aware of the failure or fault before it occurred;
- depreciation, wear, tear, rust, corrosion and fading from normal use;
- repairing the **car** to a better standard, specification, condition or quality than existed prior to the **incident** covered by **your policy**;
- any decrease in value of **your car** after it has been properly repaired by **us**;
- faulty repairs or poor workmanship (except repairs **we** authorise);

### Parts and accessories

- the replacement of non-damaged parts which includes items that are part of a whole set when the loss or damage occurred to only part of that set (such as alloy wheels and tyres);
- the use or application of car parts or **accessories** which are not recommended or specified by the manufacturer or law;
- 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;

### Tyres and surfaces

- tyre damage caused by road conditions, punctures, bursting, or braking;
- damage to a road or other surface caused by the use of **your car**, **your** trailer or a **substitute car**;

### Financial losses and additional costs

- loss of use of **your car**, including for any inconvenience or financial loss;

## Illegal property

- the repair or replacement of any illegal property or item; for example, counterfeit or reproduced goods;

## We will not pay for loss, damage or legal liability caused by, arising directly or indirectly from or in any way connected with:

### Driver and licensing

- **your car** or a **substitute car** being driven by someone who was not licensed to be driving or not complying with the conditions of their licence, unless **you** had no reason, or a **reasonable** person in **your** circumstances would have had no reason, to suspect that the driver was unlicensed;

### Alcohol and drugs

- an **incident** occurring when **your car** or a **substitute car** is being driven by, anyone who:
  - was under the influence of, or had their judgement affected by, any alcohol, drug or medication;
  - had more than the legal limit for alcohol or drugs in the state or territory where the **incident** occurred;

However, **we** will cover **you** if the above alcohol/drugs/medication intake was not a contributing factor in the **incident**.

### Intentional and reckless acts

- a deliberate, intentional or criminal act by **you**, **your family** or a person acting with **your** consent (unless **you** did not know and could not **reasonably** have known that the person acting with **your** consent was going to carry out the deliberate, intentional or criminal act);
- **your car** or a **substitute car** being driven in a reckless manner;

### Racing and motorsports

- **your car** or a **substitute car** being used in a race, trial, test or contest, or while on a racetrack, circuit or any track set aside for racing or time trials, excluding defensive or advanced driving courses;

## Loading, capacity and use

- **your car** or a **substitute car** being used;
  - to carry a heavier load, more people or in some other way; or
  - to tow a trailer with a heavier load or in some other way,
 which is inconsistent with the manufacturer's specifications or prohibited by law;
- **your car** or a **substitute car** being towed illegally or being used to tow a trailer or any other vehicle illegally;
- driving **your car** or a **substitute car** after it has been damaged in an **incident**, unless **you** were not aware and a **reasonable** person in **your** circumstances could not be expected to have been aware this could lead to further damage to **your car**, or **you** were acting to prevent further loss or damage;
- **your car** or a **substitute car** being let on hire;

## Legal confiscation

- the lawful seizure, confiscation, nationalisation, requisition or destruction of **your car**;

## Biological, chemical, and environmental

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, **communicable disease**, chemical or poisonous substance, pollutant or contaminant;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, **communicable disease**, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following these incidents;

## Hazardous materials

- the use, existence, escape of or exposure to asbestos and/or silica (silicon dioxide), including asbestos fibres or any derivatives of silica, either alone or combined with other substances;
- **your car** being used to illegally store or transport;
  - substances that pollute or contaminate; or
  - dangerous or hazardous goods;

## Radioactivity and nuclear

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- the action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials;
- any looting or rioting following these incidents;

## Sanctions

- any claim, make any payment (including refunding a premium) or provide any services or benefit to **you** or to any other party to the extent that such claim, payment, service or benefit would contravene or otherwise expose **us** to any penalty, sanction, prohibition or restriction under any applicable resolutions including United Nations resolutions, or any other applicable trade or economic sanctions, law or regulation of Australia;

## War and civil unrest

- war, invasion, hostilities or other acts of foreign enemy, warlike activity (whether war is declared or not), civil commotion or uprising, civil war, revolution or military uprising;
- any looting or rioting following these incidents;

## Terrorism

- any act of **terrorism**;
- any looting or rioting following these incidents;

## Cyber incidents or acts

- any **cyber** incidents or **cyber acts**;
- any looting or rioting following these incidents.

Part 5

# Making a claim

## Immediate steps

Check safety first – ensure **you** and others are safe, and call 000 if anyone is injured or needs medical care.

**You or any other person covered by your policy must not:**

- make admissions, settle, attempt to settle or defend any claims without **our** consent;
- drive the **car** if it becomes not **roadworthy** after an **incident** until it is repaired to a safe, **roadworthy** condition and checked by a licensed **repairer**.

## Important information to collect

- registration numbers of other vehicles involved; and
- full names, addresses and phone numbers of:
  - other drivers, or third parties involved;
  - property owners who suffered damage; and
  - any witnesses.

## What happens when you make a claim

**We** understand that having **your car** damaged or stolen is a stressful experience. If an **incident** is covered by **your policy**, **we** can help.

**You** can call **us** on **13 27 22** or **you** may be able to lodge a claim online. Each claim **you** make must be based on a single **incident**. If multiple **incidents** occur, **you** will need to lodge a separate claim for each and pay any applicable excesses for each claim.

**Before we make a decision on your claim, we may:**

- assess the damage to **your car**;
- investigate the **incident**;
- ask for additional information or documentation.

**We have the sole right to:**

- make admissions, settle any claims made against and defend **you** or any other person covered by **your policy** in any proceedings.

## Excesses

An excess is **your** contribution to each claim. All applicable excesses are shown on **your schedule**.

**You** will need to pay all applicable excesses relating to an individual claim. This will depend on:

- the type of **insured event**;
- **your policy** terms;
- who was driving; and
- the specific circumstances.

For information on when **you** do not need to pay an excess see 'When you do not need to pay an excess' on [page 50](#).

## Types of excess

**Basic excess:** Applies to all claims.

**Listed driver age excess:** Applies in addition to the **basic excess** if the driver is a **regular driver** listed on **your schedule** and is based on the listed driver's age at the time of the **incident**. The excess for learner drivers is based on the licensed driver supervising the learner driver at the time of the **incident**.

**Unlisted driver age excess:** Applies in addition to the **basic excess** if the driver is not a **regular driver** listed on **your schedule** and is based on the unlisted driver's age at the time of the **incident**. The excess for learner drivers is based on the licensed driver supervising the learner driver at the time of the **incident**.

**Special additional or "other" excess:** May apply in addition to the **basic excess** to a specific circumstance shown on **your schedule** for example specific drivers, vehicles, vehicle use with particular risk factors or other conditions **we** have agreed with **you**.



**Important:** the **basic excess** is payable in addition to any driver age excess or additional excess that may apply to a claim during the **period of insurance**. All applicable excesses are shown on **your schedule**.

## Paying your excess

An excess does not have to be paid when you lodge your claim.

- **we** will tell **you** when and how to pay any applicable excess;
- payment will be required before **we** finalise **your** claim; and
- if **you** require a transaction confirmation, please contact **us**.



**Important:** if **you** are experiencing financial hardship, please contact **us** to discuss how **we** may be able to assist. This could include deducting the excess from the amount to be paid under the claim or **we** could arrange a payment plan for **you**.

## When you do not need to pay an excess

**You** will not need to pay an excess for an **incident** covered by this **policy** which involves a third party (including theft and malicious damage) where **we** agree, **acting reasonably**:

- that the third party is completely at fault; and
- **you** provide **us** with sufficient information for **us** to identify the person responsible, for example, their full name, address and the vehicle registration number.

If **you** cannot provide this information, any excesses that apply to **your policy** must be paid by **you**. **You** will also not need to pay an excess for claims under the Optional no excess windscreen and glass cover.

## Your responsibilities when claiming

### 1. Co-operate with us

Who must co-operate:

- **you**, **your** family or anyone acting with **your** consent;
- any **regular drivers**;
- anyone driving with permission; and
- anyone else covered by **your policy**.

## Co-operate with us (cont.)

Co-operation includes:

- giving **us** any information, documents or other assistance **we** need;
- being truthful, accurate and honest in all statements;
- allowing **us** to inspect **your car**;
- attending interviews with **our** investigators;
- assisting **our** solicitors and agents;
- allowing repairs as soon as practically possible;
- attending court to give evidence if required; and
- continue to assist **us** even after we have paid **your** claim, for instance if **we** attempt to recover costs from a third party or **we** are defending a claim against **you**.

## 2. You must report an incident to police if:

**Your car**, any part of **your car**, or **your** personal belongings within **your car**, is stolen, attempted to be stolen or maliciously damaged, and it is covered by **your policy**.

## 3. Send us important documents

As soon as possible send **us**:

- any court documents or legal notices about the **incident**;
- letters or notices from other parties in relation to any **incident** that has or might result in a claim; and
- police reports, witness statements, photo or video evidence.



**Important:** time limits often apply to these documents.

## 4. Get our approval before arranging repairs

Do not carry out or have any repair work carried out:

- without **our** prior authorisation, except for repairs covered under 'Emergency repairs' on [page 34](#).

## 5. Tell us about other insurance

- **you** must tell **us** if any part of **your** claim may also be covered by another insurance policy.

## 6. GST information

- if **you** will be claiming an **input tax credit**, please see the 'Goods and services tax (GST) information' on [page 15](#) for important information about how this affects **your** claim (including a transaction confirmation).



**Important:** if **you** do not fulfil **your** responsibilities when **you** make a claim as set out in this **policy**, **we** may:

- cancel **your policy**;
- refuse to pay part or all of **your** claim; and
- recover money **we've** already paid,

where permitted by law.

If **your** actions or omissions:

- cause or contribute to a loss;
- harm **our** interests including **our** ability to recover costs from others; or
- otherwise prejudice **our** interests in any way,

**we** may reduce **your** claim payment by an amount that fairly reflects the extent of that prejudice or contribution, to the extent permitted by law.

## How we settle your claim

If **your car** has been stolen or damaged in an **incident** covered by **your policy**, at **our** option (**acting reasonably** and having regard to **your** preference), **we** will either:

- repair **your car**;
- declare **your car** a **total loss**; or
- pay **you** a cash settlement to repair **your car** (subject to **policy limits**).

## How we settle your claim (cont.)

If **your car** is covered by a **Comprehensive policy**:

- the maximum payment **we** will make is the **agreed value** shown on **your schedule**; and
- **we** will deduct any applicable excesses and any unpaid premium (including any unpaid instalments for the **period of insurance**) from **our** payment.

If **your car** is covered by a **Third Party Property Damage** or **Third Party Fire and Theft policy**:

- the maximum payment **we** will make or be liable for is the **market value** of the car or \$5,000, whichever is lesser; and
- **we** will deduct any applicable excesses and any unpaid premium (including any unpaid instalments for the **period of insurance**) from **our** payment.

## If your car can be repaired

- **we** will, **acting reasonably** and having regard to the type of repair required and **your** location, choose the **repairer**;
- **you** must make **your car** available if **we** require it; and
- **you** must not carry out repairs without **our** authorisation except 'Emergency repairs' as explained on [page 34](#).

## If parts needed for repair are unavailable

**We** will pay **you** the last known market price for the damaged parts, provided that the parts do not materially impact the functionality or safety of **your car**.

If a part does materially impact the safety or functionality of **your car**, **we** will consider other settlement options see 'How we settle your claim' on [page 52](#) which may include declaring **your car** a **total loss**.

## If the pre-incident condition of the car prevents us from repairing it

**We** may require **you** to contribute towards the cost of repairs or pay **you** a cash settlement. See 'When you may need to contribute towards repairs' on [page 54](#).

## The parts we use

**Within manufacturer's warranty period (but not an extended warranty period):**

- **we** use manufacturer's approved parts or parts meeting Australian Design Rules

**Outside manufacturer's warranty period:**

- **we** may use new non-genuine or second-hand parts suitable for **your car's** age and condition; and
- all parts will comply with Australian Design Rules where applicable.

## 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 have been caused by faulty materials or workmanship.

Where a repair, completed by a **repairer** selected and directly authorised by **us**, requires rectification and **you** require a hire car, **we** will arrange this for **you** and cover the **reasonable** costs of that hire. See 'Hire car conditions' on [page 39](#). This benefit is only provided to **you** and is not available to third parties.



**Important:** the repair guarantee does not apply to:

- general wear and tear or deterioration;
- any repairs where **we** have paid **you** to arrange the work yourself; or
- any repairs **you** have arranged and/or paid for without **our** prior authorisation.

## When you may need to contribute towards repairs

### Your Contribution

If the **pre-incident condition** of **your car**:

- increases repair costs; or
- requires replacement rather than repairs

**we** may require **you** to contribute towards the cost of the repairs.

If **we** ask **you** to contribute, **we** will explain why, tell **you** the amount, and let **you** know how to pay.

If **you** choose not to contribute towards the repairs, **we** will consider other settlement options, see 'How we settle your claim' on [page 52](#).

## If your car is a total loss

If **your car** is covered by a **Comprehensive policy** and **we** declare **your car** a **total loss**:

- the maximum payment **we** will make is the **agreed value** shown on **your schedule**;
- **we** will deduct any applicable excesses and any unpaid premium (including any unpaid instalments for the **period of insurance**) from **our** payment;
- **your car**, including any **modifications** and **accessories**, becomes **our** property; and
- if **you** are entitled to a new car replacement, **we** will provide that car as set out in 'New car after a total loss for cars less than two years old' on [page 36](#).

If **your car** is covered by a **Third Party Property Damage** or **Third Party Fire and Theft policy** and **we** declare **your car** a **total loss**:

- the maximum payment **we** will make is the **market value** of **your car** or \$5,000, whichever is lesser;
- **we** will deduct any applicable excesses and any unpaid premium (including any unpaid instalments for the **period of insurance**) from **our** payment; and
- **your car** including any **modifications** and **accessories** becomes **our** property, unless **you** ask to keep it and **we** agree, in which case **we** will be entitled to ask **you** to pay **us** its estimated salvage value.



**Important:** when **we** make **our total loss** payment, **your policy** comes to an end, and **you** are not entitled to any **policy** refund for any unused portion of **your** premium.

## Cash settlements

- **At your request:** If **we** agree to pay **you** a cash settlement at **your** request (and **we** would otherwise have chosen to repair **your car**), **we** will pay **you** what it would have cost **us** to repair the damage to **your car** subject to **policy limits**.
- **At our option:** If **we** pay **you** a cash settlement at **our** option, **we** will pay **you** what it would **reasonably** cost **you** to repair the damage to **your car**, subject to **policy limits**.
- **We** will deduct any applicable excesses and any applicable outstanding premium from **your** cash settlement.

## Rights of a financier

If **your car** is being used as security for a loan, **we** may use part or all of **your** claim payment to first pay in full any sum owed to a financier. If **we** do this:

- **we** will pay any remaining balance to **you**; and
- **our** obligation to pay **your** claim under this **policy** is fully discharged.

If **your car** is less than two years old, is being used as security for a loan and is declared a **total loss**, **we** will need to receive written consent from **your** financier before **we** can replace **your car**. For further information see 'New car after a total loss for cars less than two years old' on [page 36](#).

Part 6

# Definitions



**Important:** throughout this PDS, some words appear in ***bold italic text***. These words have specific meanings which are explained in this section.

**Accessories:** Added components or fittings made to the manufacturer's standard vehicle to enhance the functionality or comfort, but do not alter the vehicles' structure or performance. For example, roof racks, tow bar, and fog lights.

**Accident, accidental, accidentally:** A sudden, unexpected and unintended event caused by an external force, which occurs at a specific time and place.

**Acting reasonably:** Making decisions based on relevant facts and circumstances, consistent with industry standards and principles of fair dealing.

**Agreed value:** The amount **we** agree with **you** as the most **we** will pay for **your car** in the event of a claim if **you** have a **Comprehensive policy**. The **agreed value** is shown on **your schedule** and includes any fitted **modifications** and **accessories we** have agreed to cover, and any applicable **on-road costs**, taxes and charges.

**Basic excess:** The standard amount **you** must contribute to each claim, as shown on **your schedule**.

**Business use:** Use of **your car** for **your** business or an occupation to earn income.

**Car, Cars, Car's:** The motorised vehicle (including a campervan or motorhome) identified in **your schedule**.

**Communicable disease:** Disease that is spread from one living thing to another, whether directly, indirectly, including through air, bodily fluids, surfaces or other means such as insects.

**Computer system:** Any computer, hardware, software, communications system, electronic device, (including, but not limited to, a smart phone, laptop, tablet, wearable device, server, cloud or microcontroller and any similar system or configuration of these things) and including any associated input, output, **data** storage device, networking equipment or back up facility.

**Cyber act:** An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of such act/s, involving access to, processing of, use of or operation of any **computer system**.

**Cyber incident:** Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**, or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

**Data:** Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a **computer system**.

**Flood:** The covering of normally dry land by water that has escaped or been released from the normal confines of:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

**Incident, incidents:** A specific occurrence that causes loss or damage to **your car** and may result in a claim under this **policy**.

**Input tax credit:** A GST credit that businesses registered for GST can claim for GST paid on business purchases. If **you're** entitled to an **input tax credit**, this may affect **your** claim settlement amount.

**Insured event:** The types of loss or damage **we** cover under this **policy**, as listed in 'Part 3: Your cover' starting on [page 23](#).

**Limit:** The maximum amount **we** will pay under this **policy** or a section of this **policy**, from which will be deducted any applicable excesses, unpaid premium or reductions for **input tax credits** see 'Goods and services tax (GST) information' on [page 15](#).

**Market value:** The amount which, based on authoritative industry publications, the market would pay for **your car** taking into account its age, make, model, any fitted **modifications** and **accessories we** have agreed to cover, kilometres travelled and condition immediately before the **incident** resulting in a claim on **your policy**, and any applicable **on-road costs**, taxes and charges.

**Modifications:** Changes made to the manufacturer's standard vehicle that alter its appearance, performance, safety, or value. Examples include (but are not limited to) changes to the engine, paintwork, wrapping, signwriting, suspension, wheels, or tyres.

**On-road costs:** The costs required to register and legally operate a vehicle, including registration fees, and stamp duty.

**Period of insurance:** The period for which cover is provided under this **policy**, as shown on **your schedule**.

**Policy:** This consists of:

- this PDS;
- **your** current **schedule**, which sets out the particular details of **your policy**; and
- any supplementary PDS **we** may issue.

**Pre-incident condition:** The state of **your car** immediately before the **incident** that led to **your** claim, including any pre-existing damage, wear, tear, or deterioration.

**Private use:** Use of **your car** for personal, domestic or pleasure purposes.

**Reasonable, Reasonably:** Fair and appropriate in the circumstances, taking into account what an ordinary person would consider sensible and practical.

**Regular driver:** The **regular driver(s)** of **your car** as listed as the Insured, a Rated Driver or Other Named Driver on **your schedule**.

**Repairer:** A business that repairs vehicles. This may be part of **our** preferred **repairer** network or another **repairer we** approve for **your** repairs.

**Roadworthy:** In a condition that meets all legal requirements for safe operation on public roads, safety compliance, and mechanical fitness to drive.

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

**Substitute car:** A substitute loan car provided by the company repairing or servicing **your car**.

**Terrorism:** Includes any act or preparation in respect of action, or threat intended to influence a government or to promote political, religious, ideological, or similar beliefs by intimidating the public. It can be carried out by any person or group(s) of persons whether acting alone or on behalf of an organisation or government. Such acts may:

- involve violence against people;
- involve damage to property;
- endanger life other than that of the person committing the action;
- create a risk to public health or safety; or
- be 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.

**Total loss:** means **your car**:

- has been stolen and not recovered within a **reasonable** period based on the circumstances; or
- has been damaged and, based on the laws in **your** State or Territory regarding when a vehicle is a **total loss**, has been declared unsafe or uneconomical to repair.

**We, Our and Us:** RACT Insurance Pty Ltd.

**You, Your:** The insured(s) shown on **your 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**.





