

Veteran, Vintage and Classic Vehicle Insurance

Product Disclosure Statement (PDS)
and Policy Booklet



RACV Veteran, Vintage and Classic Vehicle Insurance is issued by Insurance Manufacturers of Australia Pty Limited ABN 93 004 208 084 AFS Licence No. 227678 GPO Box 244 Sydney NSW 2001, a subsidiary of Insurance Australia Group Limited. RACV Veteran, Vintage and Classic Vehicle Insurance is distributed to members of Royal Automobile Club of Victoria (RACV) Ltd, by RACV Insurance Services Pty Limited ABN 74 004 131 800 AFS Licence No. 230039.

This Product Disclosure Statement and Policy Booklet (PDS) was prepared on 2 August 2022. The information in this PDS is current at that date. From time to time, we may include more up-to-date information in the PDS that is not materially adverse without notifying you. You can get more up-to-date information by calling 1800 646 605 or visiting racv.com.au. If you ask us for any updates, we will give you a free paper copy. If we need to, we will issue a supplementary or replacement PDS. ©2022.



Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (SPDS) is dated 10 October 2023 and will apply to all policies under the **RACV Veteran, Vintage and Classic Vehicle Insurance Product Disclosure Statement and Policy Booklet (PDS)**; (Prepared on 02/08/2022) version G018104 08/22; taken out with a new business effective date on or after 11 October 2023, or with a renewal effective date on or after 13 November 2023.

The information in this SPDS updates the terms contained in the PDS and should be read together with the PDS and any other applicable SPDS.

If you would like another copy of your PDS, please go to racv.com.au, call 13 RACV (137228) or visit an RACV Shop.

Changes to your PDS

Your PDS is amended by the following:

Change 1 – Amendment to contact number

Your PDS is amended by replacing the telephone number '1800 646 605' inside the front cover, page 1, page 12, page 53, page 58, twice on page 61 and on the back cover and in any other location it appears in the PDS with the telephone number '1300 448 406'.

Change 2 – Amendment to 'Your responsibilities'

Your PDS is amended by removing the 'Repairs' section on page 38 and replacing it with the following:

You must not start, approve or authorise any repairs to your vehicle under any circumstances, unless we allow it under 'Emergency repairs'.

You should seek our agreement before incurring any out-of-pocket expenses to ensure you will be able to claim those costs back on your policy. If you do not obtain our agreement first, we will only pay reasonable costs up to the amount we would have agreed to pay had you obtained our prior agreement. Refer to the 'How we settle your claim' section of the policy for information in relation to what are reasonable costs.

Change 3 – Amendment to 'How we settle your claim'

Your PDS is amended by replacing the second paragraph in the section 'Pay you the reasonable cost to repair your vehicle' on page 44 with the following updated wording:

A number of factors will be relevant in working out what is the 'reasonable cost' of a repair, including the repair being consistent with the incident description, the pricing and nature of repair parts, and services rendered being consistent with industry standards. The types of evidence that may support costs being reasonable include things like quotes from our repairer or your nominated repairer or mechanic and other repairers or mechanics, our nominated repair methods for the type of damage to your vehicle provided they are reasonable and in line with industry standard and reports from our qualified assessors.

Change 4 – Amendment to 'Repairing your vehicle'

Your PDS is amended by replacing the sentence "You must get our approval before starting any repairs to your vehicle" on page 49 with the following updated wording:

You should get our approval before starting any repairs to your vehicle.

Change 5 – Amendment to 'How we settle your claim'

Your PDS is amended by deleting the last two paragraphs in the 'Recovery action by us' section on page 48, and replacing it with the following updated wording:

You must give us all the information and co-operation that we reasonably require to take the recovery action. We will only request information or co-operation which is relevant to pursue the recovery action and will provide an explanation as to why it is needed. We will act reasonably in exercising our discretion in the conduct of any legal proceedings and in the settlement of any claim while we conduct any recovery action. We will keep you reasonably informed and updated with the progress of proceedings.

You must not do anything unreasonable which prejudices us in taking any recovery action without our written consent. For example, you must not:

- assign your rights to anyone else; - for example, a tow truck driver or a smash repairer; or
- opt-out of any representative or group proceedings taken by us.

Change 6 – Amendment to ‘Emergency transport and accommodation’

Your PDS is amended by replacing the dot point on page 21:

- we must agree to the costs before they are incurred.

with the following:

you should seek our agreement before incurring any out-of-pocket expenses to ensure you will be able to claim those costs back on your policy. If you do not obtain our agreement first, we will only pay reasonable costs.

This SPDS is issued by
Insurance Manufacturers of Australia Pty Limited
ABN 93 004 208 084 AFS Licence No. 227678

RACV Veteran, Vintage and Classic Vehicle
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Automobile Club of Victoria (RACV) Ltd. By RACV
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A message to RACV members from RACV Insurance.

Every year over 1,000,000 Victorians choose RACV Insurance. And it's no wonder. After all, RACV Insurance sets out to offer excellent value for money and the very best in service.

With RACV Veteran, Vintage and Classic Vehicle Insurance, claims assistance is available 24 hours a day, 7 days a week, just call 1800 634 686.

Of course, another great reason to choose RACV Insurance is that you automatically become an RACV member. RACV is, first and foremost, a membership organisation. So everything RACV does is for the benefit of members. Every one of RACV's more than 2 million members receives access to a wide range of benefits.

A good example of this is the Years of Membership Benefits program which rewards loyalty with discounts on a range of products and services, including an annual discount on RACV Veteran, Vintage and Classic Vehicle Insurance. You don't have to wait long to start saving, only 5 years, and RACV's Years of Membership Benefit increases the longer you remain a member.

The benefits of RACV membership don't end there. RACV members save 25% off standard accommodation rates at our eight RACV Resorts in Victoria, Queensland and Tasmania. You'll also save by accessing special offers with participating organisations through the RACV Show Your Card & Save program and receive discounts on a wide variety of products and services at RACV shops.

RACV is committed to representing members' interests in areas such as road safety and mobility.

It's all part of RACV's promise to be there for every member every day.



Visit
racv.com.au



Call
1800 646 605



Visit
an RACV shop

Veteran, Vintage and Classic (VVC) Vehicle Insurance at a glance – quick summary

Here's a summary of the key details about your VVC Vehicle Insurance policy. In this Product Disclosure Statement and Policy Booklet (PDS), we set out the full details about your cover and any limits, exclusions and conditions that may apply.

Who we cover

Under your policy, we cover:

- you
- anyone who has your permission to drive your vehicle

What we insure

We offer insurance for:

- veteran vehicles made before 1919
 - vintage vehicles made between 1919 and 1930, and
 - classic vehicles that are 15 years of age or more (and recognised by us as being a collectable vehicle)
- that are used for hobby or recreational purposes – see page 18 for more details

Your vehicle

- we insure your vehicle for the agreed value shown on your current Certificate of Insurance
- your vehicle is shown on your current Certificate of Insurance and includes:
 - any standard equipment that comes with it, plus
 - any modifications, options or accessories that are attached to it that you have told us about and we have agreed to insure

The types of vehicles we insure include:

- motor vehicles – including any standard equipment, and
- motorcycles – including sidecar

which we consider to be veteran, vintage or classic vehicles

Your insurance cover

page 19

Loss or damage to your vehicle

- ✓ we cover a range of incidents which may cause loss or damage to your vehicle

Other benefits

- ✓ we provide up to 9 other benefits

Liability cover

- ✓ we cover claims made against you where the use of your vehicle causes loss or damage to someone else's property

Additional features

- ✓ we provide advice and assistance 24 hours a day, 7 days a week through Extra Care Emergency Roadside Assistance telephone service

page 26

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What we pay

page 44

If we agree to cover your claim, then we will:

- decide whether to repair your vehicle or pay you the reasonable cost of repairs or pay you the agreed value that applies under your policy
- pay for any other benefits that apply to your policy
- deduct any amounts that apply (for example, salvage value, excess, unpaid premium or any unused registration)

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Key benefits and features of Veteran, Vintage and Classic Vehicle Insurance

This table summarises your cover. In this PDS, we set out the full details about your cover, any limits, exclusions and conditions that may apply.



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Other benefits	Emergency repairs	✓	20
	Emergency transport and accommodation	✓	20
	Keys, locks and barrels	✓	21
	Personal items	✓	21
	Storage costs	✓	22
	Temporary cover	✓	22
	Towing	✓	23
	Trailer or caravan damage	✓	23
	Windscreen, sunroof and window glass damage	✓	24
Liability cover		✓	26
Additional features	24/7 paperless claims service	✓	41
	Choice of excess	✓	13
	Choice of repairer	✓	49
	Extra Care 24 hour Emergency Roadside Assistance	✓	30
	Lifetime guarantee on repairs	✓	49

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Key details about your policy



Words with special meaning

Some words in this PDS have special meaning – see 'Definitions' on pages 64 to 66.

Our agreement with you

Your contract

Your policy is a contract between you and us and is made up of:

- your current Certificate of Insurance
- this Product Disclosure Statement and Policy Booklet (PDS), and
- any applicable Supplementary PDS.

More than one insured

If there's more than one insured, then anything that any insured says, does or omits applies to all of the insureds.

Also, each insured can act on behalf of all the insureds as their agent.

Certificate of Insurance

Your current Certificate of Insurance shows what you are covered for under your policy. It also shows the period your policy covers – we only cover you for incidents that happen during that time.

Receiving your policy documents

We are upgrading our systems so we can send policy documents electronically. Once we do that, you may choose to receive your policy documents:

- electronically – that is, by email, or
- by post.

If you tell us to send your policy documents to you electronically, then we will send them to the email address you give us rather than to your mailing address. Any policy documents we send to your email address are considered to have been received by you 24 hours from when we send them.

If you don't tell us to send your policy documents to you electronically, then we will send them by post to the mailing address you gave us.

You are responsible for making sure the email and mailing address we have for you is up-to-date. So, you need to tell us if you change your email or mailing address – see 'You change your contact details' on page 59.



Key details about your policy

Limits, exclusions and conditions

Limits, exclusions and conditions may apply to your cover:

- throughout this PDS, we set out any specific exclusions and conditions with the cover they apply to
- on pages 33 - 36, we set out the general exclusions that apply to your policy
- on pages 37 - 39, we set out your responsibilities when you are insured with us.

Special conditions

We may apply special conditions on your policy that may exclude, restrict or extend cover for a person or a particular matter at the time that you purchase the policy. For example, we may not cover you for some incidents like a bushfire, storm or flood if they cause loss or damage during a specific period which is also known as an embargo period.

Your current Certificate of Insurance shows any special conditions that apply to your policy, including the period of any applicable embargo period.

In addition, we may apply special conditions during your policy that limit your ability to make changes to coverage, sum insured and your policy terms.

Value that applies to your vehicle

We insure your veteran, vintage or classic vehicle for an agreed value.

The agreed value that applies to your vehicle is shown on your current Certificate of Insurance.

Agreed value

The agreed value is the amount we agree to insure your vehicle for. It includes:

- any modifications, options or accessories that are attached to your vehicle that we have agreed to cover
- GST
- registration
- other on-road costs.

You should take that into account when you decide on your agreed value.

Your premium

In return for paying your premium, we provide you with cover.

Your premium is based on the likelihood of a claim being made under your policy in the future. When we work out your premium, we look at a range of factors including:

- your vehicle and where you keep it
- the age of the insureds and drivers
- the way you use your vehicle – for example, private or business use
- the type of registration on your vehicle.

For more information about how we work out your premium, the excesses that may apply to your policy and any discounts you may be eligible for, see our Premium, Excess & Discounts Guide.

To get a free copy of our Premium, Excess & Discounts Guide:



Visit
[racv.com.au/
vcped](http://racv.com.au/vcped)



Call
1800 646 605



Visit
an RACV shop

Paying your premium

You must pay your premium on time. You can pay your premium:

- annually in one lump sum, or
- in monthly instalments by direct debit from an account or credit card you nominate (if we offer this option to you).

Your current Certificate of Insurance shows the amount you need to pay and the due date for your annual premium or for each monthly instalment.

If you pay annually, you can pay through any of these ways:



Go to racv.com.au/payments and have your credit card or PayPal details ready



Contact your financial institution to arrange payment from your account



Call 13 25 82 and have your credit card ready



Pay by cash, EFTPOS, cheque or credit card at any RACV shop or Australia Post Office



Send your cheque or credit card details to the address shown on your notice

What happens if you don't pay on time

When you take out insurance, you need to pay your annual premium or any instalments by the due date specified on your Certificate of Insurance.

An instalment is unpaid if it cannot be deducted from your nominated account or credit card.

If your premium is overdue, we will send you a notice outlining the overdue amount and when it needs to be paid.

If your premium remains unpaid after the time period specified in the notice we send, we will:

- cancel your policy for non-payment, and
- refuse to pay any claim for an incident occurring after the cancellation date.

If you pay by instalment, we will send you a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If you need to make a claim when your policy is overdue, and before your policy has been cancelled for non-payment, we will require you to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows we can reduce the settlement payment by the overdue amount.

Choosing your excess

You can reduce your premium by choosing a higher basic excess. However, if you choose a lower basic excess, you will pay an additional premium.

Your current Certificate of Insurance shows the amount and types of excesses that apply to your policy.

21 day cooling-off period

You can tell us to cancel your policy within 21 days from:

- the date we issue your policy – for example, if you call us on 3 May to set up a new policy from 10 May, then your 21 day cooling-off period starts from 3 May as that's when we issued your policy
- the start date of the policy period that applies when you renew your policy.

If you tell us to cancel your policy within those times, we'll refund the premium you paid us in full. However, we can only do that if you haven't made a claim on your policy.

Assigning rights and appointing a representative

Assigning your rights

You must not assign any benefits, rights or obligations under your policy unless you get our written consent first.

Appointing someone to represent you

If you want to appoint someone to represent you, then you need to tell us and we need to agree that we will deal with them on your behalf. For example, you ask someone to manage your policy or a claim. For more details about who you can appoint to manage your claim, such as a repairer, see page 39.

We will not unreasonably withhold our consent to an appointment. However, we may have a concern with a party that may present a conflict of interest. For example, someone who supplies goods or services for your claim.

Governing law and GST

Governing law

This contract is governed by the law of the Australian State or Territory where you keep your vehicle.

GST

All dollar values described in your policy include GST, unless we say they don't.

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Loss or damage to your veteran, vintage or classic (VVC) vehicle



The table on the next page summarises your cover. Full details about your cover are set out in this section.

In this section, we outline what you're covered for under VVC Vehicle Insurance and any specific limits, exclusions and conditions that apply to your cover.

General exclusions also apply. If you don't meet your responsibilities you may put your claim or cover at risk – see Section 5.

How we settle a claim is set out in Section 6.

Your insurance cover	Page
Your VVC Vehicle	
We insure veteran, vintage and classic vehicles that are used for hobby or recreational purposes	18
Loss or damage to your vehicle	
Up to the agreed value	19
Other benefits	
Emergency repairs – Up to \$500	20
Emergency transport and accommodation – Up to \$1,500	20
Keys, locks and barrels – Up to \$1,000	21
Personal items – For all vehicles except motorcycles, up to \$500 for certain items. If you have a motorcycle, up to \$3,000 for your protective clothing (only applicable if you are claiming for damage to your motorcycle from the same incident)	21
Storage costs – The reasonable costs to store your vehicle	22
Temporary cover – 14 days cover when you change vehicles	22
Towing – The reasonable cost for one tow	23
Trailer or caravan damage – Up to \$500	23
Windscreen, sunroof and window glass damage – Cost to repair or replace your windscreen, sunroof or window glass	24

Your VVC vehicle

We cover the veteran, vintage and classic vehicles below:

- veteran vehicles made before 1919
- vintage vehicles made between 1919 and 1930, and
- classic vehicles that are 15 years of age or more (and recognised by us as being a collectable vehicle)

that are used for hobby or recreational purposes.

Covered

We cover your vehicle when it is used for:

- hobby or recreational purposes
- special occasion/wedding hire, or
- Club plate use - but only if Club plate use is shown on your current Certificate of Insurance, and only when your vehicle is used in accordance with the applicable club or other designated special limited use registration requirements.

Not covered

We will not cover your vehicle if it is:

- used as a primary mode of transport or used on a regular basis – for example, commuting daily to and from work
- driven more than 9,000km per year

unless you have told us beforehand, and we have agreed to cover you.

Conditions

We may agree to cover you if:

- you have told us of your intention to use your vehicle for a purpose other than a hobby or recreational purpose
- your vehicle is being restored

and you have paid any additional premium that applies.

Registration types we cover

We cover the following types of registration on your veteran, vintage or classic vehicle:

- full
- club/historic
- modified plate.

In some situations, we may also agree to insure your vehicle if it is unregistered.

Examples of veteran, vintage and classic motor vehicles or motorcycles include hot rods, tractors, scooters and trikes.

Loss or damage to your vehicle



Loss or damage to your VVC vehicle

We cover your vehicle when the incidents set out in this section happen.

Loss or damage to your vehicle

If an incident we cover happens during the policy period and causes loss or damage to your vehicle.

Covered

- up to the agreed value that applies to your vehicle if any of these incidents cause loss or damage to it:

- | | |
|----------------------|--------------------------------|
| • accidental damage | • flood |
| • collision or crash | • storm |
| • earthquake | • theft or attempted theft |
| • explosion | • tsunami |
| • fire | • vandalism or a malicious act |

Conditions

- we decide whether to:
 - repair your vehicle
 - pay you the reasonable cost of repairs, or
 - pay you the agreed value that applies for it.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

For more details about how we settle your claim, see Section 6.

Other benefits

We may also provide other benefits that are set out in this section.

You can make a claim for other benefits when an incident we cover happens during the policy period and causes loss or damage to your vehicle and we agree to pay for that loss or damage.

However, you can make a claim under some benefits in other situations. For example, under 'Keys, locks and barrels', we may pay the cost to replace your car keys if someone steals your bag and your car keys are inside it.

Emergency repairs

If an incident we cover causes loss or damage to your vehicle and you arrange emergency repairs to your vehicle so you can get back on the road safely.

For example, someone crashes into the back of your car. To make your car safe to drive, you arrange for the rear brake light to be fixed straight away.

Covered

- up to \$500 in total for emergency repairs to your vehicle which:
 - make your vehicle secure, or
 - get you back on the road safely.

Emergency repairs are repairs you arrange to make your vehicle secure or get you back on the road safely

Emergency transport and accommodation

If your vehicle is damaged and cannot be driven or used as a result of an incident we have agreed to cover under 'Loss or damage to your vehicle' that occurs more than 100 kilometres from your home.

We pay this additional cover on top of your agreed value.

Covered

- up to \$1,500 in total for the reasonable costs of:
 - transportation for you, your passengers and your domestic pets to your home or, if we agree, to another destination,
 - temporary accommodation for you, your passengers and your domestic pets covering the room rate only, and
- transportation of your vehicle from:
 - the place your vehicle is repaired to your home, or
 - the location of the incident to a repairer near your home.

Not covered

- the costs of transporting any vehicle or other item being towed by your vehicle at the time of the incident.

Conditions

- we must agree to the costs before they are incurred.

Keys, locks and barrels

If someone steals the keys to your vehicle during the policy period.

We pay this benefit on top of any excess that applies. For example, if your excess is \$300 and the cost to replace your locks is \$1,300, then we pay \$1,000.

Covered

- up to \$1,000 in total to replace or recode your vehicle's keys, locks or barrels.

Conditions

- you must report the theft of your keys to the Police.

Personal items

If an incident we cover causes loss or damage to your vehicle and the personal items in your vehicle.

For all vehicles except motorcycles, we cover your personal items for up to \$500. If you have a motorcycle, we cover your protective clothing as your personal items for up to \$3,000.

We pay this benefit on top of your agreed value.

Covered

- for all vehicles except motorcycles, up to \$500 in total to repair or replace your personal items
- for motorcycles, up to \$3,000 in total to repair or replace the protective clothing that is specifically designed to be worn by you or a passenger while riding your motorcycle.

If you have a motorcycle, the most we pay for any one item of protective clothing is \$1,000. Protective clothing includes:

- helmet
- jacket
- trousers
- boots
- gloves.

If you have a motorcycle, we cover your protective clothing as your personal items

Not covered

- mobile phones
- cash
- baby capsules and child seats
- tools of trade
- standard equipment, modifications, options or accessories that are attached to your vehicle.

Conditions

- we cover your personal items if they are stolen as part of a theft or attempted theft of your vehicle. But, if they are stolen as part of any other incident we cover, then they must be stolen at the scene of the incident when it happens.

Storage costs

If an incident we cover causes loss or damage to your vehicle and it's taken to a storage facility or holding yard.

We pay this benefit on top of your agreed value.

Covered

- the reasonable costs to store your vehicle from when you lodge a claim with us until we assess your vehicle.

Conditions

- we must agree to pay the storage costs before you make any arrangements
- you need to move your vehicle if we ask you to
- we can move your vehicle if we need to.

Temporary cover

If you sell or give away your vehicle and replace it with another veteran, vintage or classic vehicle, we will provide temporary cover under your policy for your replacement vehicle.

Covered

- temporary cover for your replacement vehicle on the same terms that are set out in your policy except for these changes:
 - we only provide cover for 14 days from when you sold or gave away your vehicle
 - we insure your replacement vehicle for its market value.

Conditions

- we cover your replacement vehicle permanently if:
 - you ask us to cover it within the 14 day temporary cover period
 - you give us full details for the vehicle
 - we agree to insure it, and
 - you pay us any additional premium.

Towing

If an incident we cover causes loss or damage to your vehicle and it needs to be towed because it can't be driven or is unsafe to drive.

We pay this benefit on top of your agreed value.

Covered

- the reasonable cost to tow your vehicle from where the incident happened to whichever place we decide is closer:
 - a repairer or other place we recommend, or
 - a safe place.

Conditions

- we only pay for one tow. If your vehicle needs to be towed more than once, we decide which tow to pay for.

Trailer or caravan damage

If an incident we cover causes loss or damage to your trailer or caravan while it's attached to or being towed by your vehicle.

We pay this benefit on top of your agreed value.

Covered

- up to \$500 in total to repair or replace your trailer or caravan.

Not covered

- any items that are in your trailer or caravan.

Windscreen, sunroof and window glass damage

If your vehicle's windscreen, sunroof or window glass is damaged during the policy period.

Covered

- the reasonable cost as determined by us to repair or replace a windscreen, sunroof or any window glass including anything that's part of it – for example:
 - window tinting
 - demisters
 - rain sensors.

Conditions

- to make a claim under this benefit, the damage must only affect your windscreen, sunroof or window glass and not other parts of your vehicle
- we may use non-genuine parts to replace your windscreen, sunroof or window glass.

Liability cover



We provide liability cover as part of your VVC Vehicle Insurance.

In this section, we describe the liability cover you have under your policy and any specific limits, exclusions and conditions that apply to your cover.

General exclusions also apply. If you don't meet your responsibilities you may put your claim or cover at risk – see Section 5.

How we settle a claim is set out in Section 6.

Liability cover

Liability cover protects you for claims that may be made against you where the use of your vehicle causes loss or damage to someone else's property.

Loss or damage to someone else's property

If the use of your vehicle during the policy period causes loss or damage to someone else's property.

For example, you may be liable if you crash your vehicle into someone's front fence.

Covered

- up to \$20 million (including legal costs) for the liability of these people arising from loss or damage to someone else's property for any one incident caused by the use of your vehicle:
 - you
 - anyone who has your permission to drive your vehicle
 - passengers in your vehicle
 - your employer or business partner when you use or are in charge of your vehicle as their employee or business partner or when another employee or business partner has your permission to use your vehicle
- if your vehicle is used to tow a trailer or caravan, then we also provide liability cover for any loss or damage caused by the trailer or caravan to someone else's property while it's being towed
- if you borrow a substitute vehicle while your vehicle is being repaired, serviced or has broken down, then we also provide liability cover for any loss or damage caused by the use of the substitute vehicle.

We provide
\$20 million
liability cover
for VVC Vehicle
Insurance

Not covered

- any claim for, or related to, death or personal injury
- loss or damage to property that you or any person we cover owns or has in your or their control or possession
- loss or damage caused by the use of a hire car as a substitute vehicle
- the liability of a passenger who was under the influence of any alcohol or drug when the incident happened
- any exemplary or punitive damages, fines or penalties claimed, ordered or awarded against you or any person we cover
- any liability, cost or expense that arises or results from, or is in any way connected with, asbestos, whether directly or indirectly.

Conditions

- to be entitled to liability cover:
 - the claim must result from an incident we cover which takes place during the policy period
 - someone must make a claim against you or any person we cover for the incident, and
 - you or any person we cover must lodge a claim with us for liability cover
- we must agree to pay for any legal or other costs before they are incurred.

What happens when you make a liability claim

When a person we cover makes a claim and are entitled to liability cover, we will:

- act for them or arrange for a lawyer to represent them
- attempt to resolve the claim
- defend the claim in a court or tribunal.

We will decide whether to defend or resolve a claim and how much to pay to resolve a claim.

For an example
of how we
settle a claim,
see page 56

Additional features



Extra Care 24 hour Emergency Roadside Assistance telephone service is an additional benefit you receive under your policy.

In this section, we outline the benefits under Extra Care and any specific limits, exclusions and conditions that apply.

 Extra Care 1800 333 300

Additional features**Page****Extra Care 24 hour Emergency Roadside Assistance**

Breakdowns – unlimited service calls per annum	30
Petrol or diesel – To get you to the nearest service station	30
Breakdown towing – Within the metropolitan area	30
Transporting you and your vehicle – To your home or chosen repairer	30
Caravan and trailer assistance – Towing and other extended benefits	30

Extra Care – 24 hour Emergency Roadside Assistance

Extra Care is free for all VVC Vehicle Insurance policy holders. Extra Care not only gives you peace of mind with access to world class Emergency Roadside Assistance but also provides you with up to \$10,000 worth of benefits. These benefits are designed to get you moving again with minimum fuss and inconvenience and includes:

- unlimited service calls per annum
- petrol or diesel to get you to the nearest service station
- breakdown towing
- transporting you and your vehicle
- caravan and trailer assistance.

If you need to use Extra Care, call us toll free from any landline on 1800 333 300, 24 hours a day, 7 days a week.

Extra Care Roadside Assistance is a separate product and provided by Royal Automotive Club of Victoria (RACV) Ltd
ABN 44 004 060 833.

Limits and conditions apply. For more information about Extra Care – see the RACV Emergency Roadside Assistance Terms & Conditions brochure. To get a free copy:



Visit
racv.com.au



Call
13 RACV
(13 7228)



Visit
an RACV shop

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General exclusions and your responsibilities



There are certain situations when we won't provide cover under your policy. This section outlines the general exclusions that apply under your policy.

The general exclusions also apply to your liability cover, unless we say they don't.

This section also outlines your responsibilities. You may put your insurance claim or cover at risk if you do not meet your responsibilities to us.

General exclusions for all cover

5

General
exclusions
and your
responsibilities

The exclusions set out in this section apply to all cover under your policy.

Other exclusions and conditions

There are specific limits, exclusions and conditions that apply to some parts of your cover. These are described throughout this PDS with the cover they relate to. The specific exclusions that apply to your liability cover are shown on page 26.

The incident

We don't cover incidents that take place outside:

- Australia
- the policy period.

The driver

We don't provide cover if the driver of your vehicle:

- was under the influence of any alcohol or drug
- did not hold a current licence that was valid for the vehicle
- was disqualified from driving or held a cancelled or suspended licence, or
- was a learner driver who was not accompanied by a licensed driver that held a current licence that was valid for the vehicle.

If you were not the driver, we may still cover loss or damage to your vehicle if you can satisfy us that you had no reason to suspect that any of the exclusions shown applied to the driver. However, we won't provide liability cover for the driver and may try to recover money from them.

Vehicle use

We don't provide cover if any of these applied when the incident happened:

- the driver of your vehicle or a passenger was being wilful or reckless
- you were using your vehicle for a business purpose or for hire unless you told us and we agreed to insure you
- your vehicle or anything it was towing:
 - was in an unsafe condition that caused or contributed to the incident
 - was being towed illegally
 - exceeded the number of passengers or load limits recommended by your vehicle's manufacturer that caused or contributed to the incident

- your vehicle or substitute vehicle was being used:
 - for illegal purposes or in an illegal manner that caused or contributed to the incident
 - to illegally carry or store explosives, flammable or combustible substances and liquids
 - outside of your registration conditions
 - in a race, rally, trial, test, contest or any kind of motor sport, or
 - off-road, in a track day, drive day or similar organised event
- your vehicle was left with a commercial dealer so they could sell it for you.

Intentional acts

We don't cover loss or damage caused by or arising from an intentional act by:

- you
- a driver or someone else who has your permission to use your vehicle
- a passenger
- a person acting with your express or implied consent.

Maintaining your vehicle

We don't provide cover if these applied to your vehicle when the incident happened, and they caused or contributed to the incident:

- your vehicle was not in good order and repair because it had any unrepaired damage, or
- your vehicle was not in a condition that met the registration requirements in your State or Territory
- your vehicle had rust, mechanical or any other damage that made it unsafe to drive

unless you have told us and we have agreed to cover your vehicle.

Previous damage and faulty design or repairs

We don't cover:

- the cost to fix previous damage that has not been repaired – for example, hail damage, rust, dents or scratches
- loss or damage caused by or arising from previous damage
- the cost to fix faulty:
 - design
 - workmanship or repairs by you or someone else (except if we cover it under 'Lifetime guarantee on repairs' – see page 49)
- loss or damage caused by or arising from faulty:
 - design
 - workmanship or repairs by you or someone else.

Securing your vehicle

We don't cover loss or damage caused by or arising from you:

- not taking reasonable care to protect your vehicle. You must:
 - keep your vehicle under cover – for example, a carport, or
 - in something that can be locked up
- leaving your vehicle in an unsafe location after it:
 - broke down
 - suffered accidental damage, or
 - was stolen and then found.

Types of loss or damage

We don't cover:

- tyre damage caused by road cuts, punctures, bursts or braking (except if there is loss or damage to other parts of your vehicle)
- loss or damage to illegal modifications on your vehicle – for example, those not permitted by law in your State or Territory
- mechanical, structural, electrical, hydraulic, or electronic breakdown or failure
- deterioration or wear and tear caused:
 - over time
 - by using your vehicle
 - by exposing your vehicle to the elements
- rust or any type of corrosion
- depreciation or loss of your vehicle's value – for example, if your vehicle is worth less after an incident
- consequential loss including any loss which results because you can't use your vehicle unless it is specifically covered under this policy. This means we will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation
- compensation for distress, inconvenience or other non-financial loss (except if we cover it under 'Liability cover').

Other

We don't cover:

- any loss, damage or liability caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power
- any loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- an act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or
- any action taken to control, prevent, suppress, retaliate against, or respond to an act of terrorism
- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
 - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
 - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event we cover you for under this policy except if caused by vandalism or a malicious act. For example, we will not cover you if your vehicle's GPS or security system cannot be used because of a cyber attack, but we will cover you for theft of your vehicle if it is stolen after your vehicle's security system is impacted by a cyber attack
- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data
- any loss, damage or liability directly caused by a communicable disease or the threat or perceived threat of any communicable disease
- loss, damage or liability caused by or arising from any nuclear, radioactive, biological or chemical material, or the use, handling or transportation of such material
- seepage, pollution or contamination, or any loss, damage, liability, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination
- loss or damage caused by or arising from your vehicle being legally seized, impounded, sold or destroyed
- loss or damage caused by or arising from a breach of contract
- the cost of a hire car after an incident unless it is specifically covered under your policy.

Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

Your responsibilities

5

**General
exclusions
and your
responsibilities**

When you take out a policy with us or make a claim, you have certain responsibilities that are set out in this section. These responsibilities also apply to any person that is covered by your policy.

If you do not meet your responsibilities, we may refuse to pay your claim or reduce what we pay for your claim. We may also decide to cancel your policy. The course of action we take when you fail to meet your responsibilities will be considered in each circumstance based on what impact or effect your failure caused or contributed to the claim or our decision to issue your policy.

Tell us about changes that affect your vehicle.

You must tell us if you:

- change the address where you normally keep your vehicle
- change the way you use your vehicle
- use your vehicle for a driver education course
- hire out your vehicle
- use your vehicle for a motor vehicle club bash or charity event.

Settle claims and make admissions

You must not:

- attempt to settle a claim that is made against you without our permission
- make any admissions to anyone about any incident covered by your policy
- limit by agreement our rights to recover money from someone else.

Co-operate

You must:

- be truthful and frank in any statement you make to us
- not behave in a way that is improper, hostile, threatening, abusive or dangerous
- co-operate fully with us, even if we have already paid your claim which includes:
 - providing us with all the information, documents and help we need to deal with your claim – for example, statements or phone records. If we request information or documents that are relevant to your claim, we will provide an explanation as to why it is needed.
 - as soon as reasonably possible sending us any communications that you receive about any incident – for example, emails, letters, notices or court documents

- being interviewed by us or our representatives
- attending court to give evidence
- if there is a dispute about the repairs to your vehicle, giving us reasonable access to your vehicle and moving it if we ask you to or allowing us to move it to a repairer or other specialist we choose so they can assess your vehicle.

Prevent further loss or damage

If an incident happens, you must do everything reasonable to prevent further loss or damage to your vehicle.

Repairs

You must not start or approve any repairs to your vehicle, unless we allow it under 'Emergency repairs'. If you do, then we may decide not to pay for those repairs.

Inspections and quotes

If we ask you, you must:

- let us or our representatives inspect your vehicle at a reasonable time and place we choose
- allow us to get quotations from any repairer or supplier.

If we need to move your vehicle to do this, we will pay for it.

We won't cover the cost for:

- inspections or reports authorised by you without our consent
- dismantling fees, quoting fees or administration fees.

Proof of loss and ownership

When you make a claim, we may ask you to provide certain documents to:

- prove that you owned the vehicle, personal items, modifications, options or accessories
- help us identify your items.

The types of documents we ask for depend on the situation and can include:

- tax invoices for items bought or services used
- valuation, model and serial numbers
- credit card or bank statements
- photos
- registration documents
- finance agreements.

We may compare information you give us with a range of other sources – for example, auction or sale websites.

Report to the Police

You must:

- report to the Police any theft, attempted theft, vandalism or malicious act, and
- tell us any incident report number they give you.

Appointing others to manage your claim

If you want to appoint someone to manage your claim, then you need to tell us and we need to agree that we will deal with them on your behalf. You can usually appoint someone like a family member.

We will not unreasonably withhold our consent to an appointment. However, we may have a concern with a party that may present a conflict of interest. For example, someone who supplies goods or services for your claim.

GST

If you are a business registered or required to be registered for GST purposes, then you must tell us:

- your Australian Business Number (ABN), and
- the percentage of any input tax credit you have claimed or are entitled to claim on the premium you paid.

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Claims and what we pay



This section provides information about how we process your claim and what we pay when you make a claim for loss or damage to your vehicle. It also includes some examples of how we pay claims including liability claims.

When you need to make a claim, we want to help you as much as we can. We're available 24 hours a day, 7 days a week:

 1800 634 686

Making a claim

Here's a summary of what happens when you make a claim for loss or damage to your vehicle and the key things we consider to work out what to pay for your claim. When you make a claim, we will:

- ask you some questions over the phone
- tell you what you need to send us to support your claim
- tell you if you need to pay any excess and how to pay it

Step 1

Collecting the details

You need to collect these details if they apply to the incident:

- for all drivers:
 - full name
 - residential address, and
 - contact number
- for all vehicles that are involved:
 - make and model
 - registration number, and
 - insurance details

Step 2

Lodging your claim

Contact us 24 hours a day, 7 days a week:

- **1800 634 686**

Step 3

Towing and inspections

- if needed, we can arrange towing for your vehicle after an incident
- we may need to inspect your vehicle and arrange quotations from any repairer or supplier

Step 4

Assessing your claim

To assess your claim, we look at the following:

- do we cover the incident that caused the loss or damage?
- what is the agreed value of your vehicle?
- is your claim affected by:
 - any specific limits, exclusions and conditions shown throughout this PDS?
 - any general exclusions?
 - not meeting your responsibilities?

Step 5

Settling your claim

We will choose to settle your claim through any of these ways:

1. Repair your vehicle
2. Pay you the reasonable cost to repair your vehicle
3. Pay your claim as a total loss
4. Pay for other benefits

Step 6

Excesses and other deductions

To finalise your claim:

- you must contribute any excesses that may apply
- if we pay your claim as a total loss, we deduct any of these amounts that apply:
 - unpaid premiums
 - unused registration
 - salvage value of your vehicle

What we pay for

If we agree to cover your claim, then we will:

- decide whether to repair your vehicle or pay you the reasonable cost of repairs or pay you the agreed value that applies for it. Our choice will have regard to the circumstances of your claim and consider any preference you may have.
- pay for any other benefits that apply to your policy
- deduct any amounts that apply to your policy and claim – for example, excess, unpaid premium or unused registration.

The most we pay

The most we pay is the agreed value of your vehicle shown on your current Certificate of Insurance.

How we settle your claim

We will choose to settle your claim through any of the following ways. Our choice will have regard to the circumstances of your claim and consider any preference you may have.

1. Repair your vehicle

We can arrange for one of our partner repairers to repair your vehicle, or you can choose your own repairer. See page 49 for what happens when we decide to repair your vehicle.

2. Pay you the reasonable cost to repair your vehicle

We can choose to pay you the reasonable cost to repair your vehicle.

We determine the reasonable cost to repair the damage by looking at a range of factors. That may include quotes from your nominated repairer and other repairers and reports from our assessors.

If you choose a repairer that is not part of our network of repairers, then we may choose to settle your claim by paying you the reasonable cost to repair your vehicle rather than authorising repairs to it.

3. Pay your claim as a total loss

We may do this when we consider your vehicle to be a total loss or when we choose to do so.

If we pay your claim as a total loss, then your policy ends and you don't get a refund of your premium.

For examples of how we settle various claims, see pages 54 - 56

4. Pay for other benefits

If we agree to pay you under any other benefits that apply, we will choose the method of settlement and can nominate the repairer or supplier.

We may decide to repair or replace the loss or damage or pay you the reasonable cost that applies to your claim. We only pay the cost to repair or replace the loss or damage up to the maximum amount that applies under a benefit.

What happens to your property

Recovered vehicles

If we settle your claim as a total loss for a stolen vehicle which is later recovered, then we usually keep your recovered vehicle. However, in some cases, we may let you keep it.

Damaged property

If we settle your claim for a damaged item, then it becomes our property unless we let you keep it – see 'Salvage value' on page 53 for more information.

Credit provider's rights

You must tell us if you have used all or part of your vehicle as security for a loan with a credit provider. Your credit provider may be a bank, credit union or other type of lender.

This may also apply if you lease or have a hire purchase agreement on your vehicle.

We note your credit provider on your current Certificate of Insurance.

When you have a noted credit provider:

- we treat your vehicle as being under a finance arrangement
- we treat any statement, act, omission or claim by you as a statement, act, omission or claim by the credit provider
- we may recover any payment either in your name or the credit provider's name.

Payments to the credit provider

If we decide to pay you for a claim on your vehicle that is under a finance arrangement, we will first pay the credit provider the lower of these amounts after deducting any excess and other deductions that apply:

- the agreed value
- the cost of repairing your vehicle
- the balance owing to the credit provider under the finance arrangement.

If the credit provider is entitled to the salvage of the vehicle, then we will deduct the estimated salvage value of the vehicle from any amount that we pay.

However we will only pay the credit provider if they:

- are noted on your current Certificate of Insurance
- give us any help we ask for.

If we make a payment to a credit provider, then that payment discharges our obligation to you under your policy for the amount paid.

If we decide to settle your claim as a total loss, then before we settle your claim:

- we will check the Personal Property Securities Register to confirm whether any money is owing on your vehicle
- you must provide reasonable co-operation to enable us to resolve any financial arrangements.

Businesses registered for GST

Before we make a payment, we deduct an amount equal to your input tax credit entitlement. This applies to any amount we pay, including where we state that an amount will include GST.

Any payment we make to settle your claim will be considered to be made in full even if we have reduced the amount we pay as described above.

Recovery actions

You agree that following provisions, which appear under the headings **Recovery action by us** and **Recovery action by you** apply where we cover you under the policy for some or all of the loss or damage you suffer in connection with an incident.

Recovery action by us

You agree we may, if we choose to, take steps to recover from someone else we consider responsible for the incident:

- some or all of the loss or damage we cover; and/or
- some or all of the loss or damage which we do not cover, whether or not it is covered by another insurer or you do not have cover for it.

You agree we may take such recovery action:

- without your consent;
- using your name; and
- whether or not you have been, or have a right to be, fully compensated for all of your loss or damage by us or anybody else.

Examples of recovery action we may take include:

- conducting legal proceedings using your name, including as an applicant or plaintiff in representative or group proceedings (commonly known as class actions);
- conducting legal proceedings on your behalf as a member of representative or group proceedings;
- taking over the conduct of legal proceedings started by you or on your behalf, including as an applicant or plaintiff in representative or group proceedings;
- exercising any statutory or contractual rights, including rights to opt-out, that you have in or in connection with representative or group proceedings; and/or
- entering into contracts in your name in relation to litigation funding or legal representation, including where entry into those agreements causes you to become a group member of representative or group proceedings.

We have in our discretion the right to decide upon the conduct and any settlement of any recovery action we take.

You agree we may exercise all the rights you have in connection with the loss or damage you have suffered in connection with the incident.

Of any amount recovered in recovery action we take, you agree we first keep the amount we have paid, or must pay, you under the policy plus any interest recovered on that amount and any administrative, recovery agent, funding and legal costs we have incurred in taking the recovery action. We then pay you the amount of loss or damage you have suffered in connection with the incident for which you do not have any cover with us plus any interest recovered on that amount and costs you may have been required by us to contribute.

Finally, we keep any remaining balance.

You must give us all the information and co-operation that we require to take the recovery action. We will only request information or co-operation that is required to enable us to pursue the recovery action and will provide an explanation as to why it is needed.

You must not do anything which prejudices us in taking any recovery action without our written consent. For example, you must not:

- assign your rights to anyone else; – for example, a tow truck driver or a smash repairer; or
- opt-out of any representative or group proceedings taken by us.

Recovery action by you

You may only take recovery action with our prior written consent and on conditions which we in our discretion impose.

You must have proper regard for our interests in respect of loss or damage that we cover.

You must seek to recover the loss or damage we cover in addition to any other loss or damage you have suffered in connection with the incident.

Of any amount recovered in recovery action you take, you may first keep the amount of loss or damage you have suffered in connection with the incident and for which you do not have any cover with us plus any interest recovered on that amount and any administrative and legal costs you have incurred in taking the recovery action. You then pay us the amount we have paid, or must pay, you under the policy plus interest recovered on that amount. Finally, you keep or pay any remaining balance in accordance with any other obligations you have.

You agree we may:

- take over the conduct of legal proceedings started by you or on your behalf, including where you are an applicant or plaintiff, or a group member, in representative or group proceedings; and
- require you to cease recovery action that you have commenced.

Repairing your vehicle

If we choose to settle your claim by repairing your vehicle – see Option 1 on page 44 – then we decide the best way to repair the damage.

You must get our approval before starting any repairs to your vehicle.

Choosing a repairer

You can choose any repairer you like to fix your vehicle as long as they have the necessary licences to do the repairs.

We are not responsible for making sure the repairer can complete the repairs when it suits you. Also, we don't cover any additional costs incurred through extensive delays caused by you or a repairer chosen by you, or because a part isn't readily available.

Our network of repairers

We have an extensive network of partner repairers across Australia who meet our high quality standards. If you choose a repairer that is part of our network of repairers to fix your vehicle, then we'll manage the whole repair process for you – with minimal fuss – so you don't have to worry.

Inspections

We may need to inspect your vehicle. If so, we will:

- tell you where you need to take it a reasonable time, or
- arrange for it to be towed to a repairer or other place we choose, at a reasonable time.

Lifetime guarantee on repairs

If we authorise and pay for a repairer to fix your vehicle, then we provide a lifetime guarantee for the workmanship of those repairs. That means we cover the cost to fix any fault caused by poor workmanship of repairs we authorised for the lifetime of your vehicle whilst you own it.

However, we won't cover:

- repairs you authorised yourself
- repairs you arrange after we pay you the reasonable cost to repair your vehicle – that is, we cash settle your claim
- loss or damage to or failure of any electrical or mechanical appliance or machine

If we authorise and pay for a repairer to fix your vehicle, then we provide a lifetime guarantee for the workmanship of those repairs

- deterioration or wear and tear caused:
 - over time
 - by using your vehicle
 - by exposing it to the elements.

We decide on how to fix any fault caused by poor workmanship.

Parts used to repair your vehicle

If we agree to repair your vehicle:

- we will use parts consistent with the age and condition of your vehicle, or
- new parts (when reasonably available).

Regardless of your vehicle's age, we may use non-genuine parts for windscreens, sunroofs, window glass, radiators and air conditioning components.

We only use quality non-mechanical reusable parts when it:

- is consistent with the age and condition of your vehicle
- does not affect the safety or the structural integrity of your vehicle
- complies with your vehicle manufacturer's specifications and applicable Australian Design Rules
- does not adversely affect the way your vehicle looks after it has been repaired
- does not void or affect the warranty provided by your vehicle's manufacturer.

Unrepaired damage

If your vehicle had any unrepaired damage before an incident, then you may need to contribute to the repair costs. You need to do that when the unrepaired damage results in us having to repair more areas of your vehicle than:

- were affected by the incident, or
- we needed to replace.

For example, your bonnet is only partly damaged in a crash and can be repaired. The repairer notices that the bonnet has unrepaired hail damage. If there wasn't any hail damage, then we would only need to repair the damaged area of the bonnet. However, because of the unrepaired hail damage, we must replace the whole bonnet. So, we will ask you to contribute to the cost of the repairs, however we will not proceed with these repairs until we have discussed this with you and sought your agreement.

The Motor Vehicle Insurance and Repair Industry Code of Conduct

This Code aims to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication. We support the Code and are committed to continually reviewing our operations to make sure we comply with it.

Undamaged areas

We don't repair undamaged areas of your vehicle to create a uniform appearance.

In the event of repairs, we will make a fair and reasonable attempt to match the repairs to undamaged areas, using the closest match available.

If you are not satisfied with the closest match, you are able to:

- pay the extra cost of repairing undamaged areas to achieve a matching appearance, or
- we will pay you what it would have cost us to repair the damaged area.

Excesses and other deductions

When you make a claim, an excess may apply. If we pay your claim as a total loss, we will deduct other amounts to settle your claim.

Excesses

An excess is an amount you contribute towards the cost of your claim.

Your current Certificate of Insurance shows the amount and types of excesses that apply to your policy.

The type of excess you need to pay depends on what your claim relates to and who was driving your vehicle. Also, you may need to pay more than one excess.

Table 6.1 shows the types of excesses that may apply to your claim. In some cases, you may not need to pay any excess – see 'When you don't need to pay any excess' on page 52.

Table 6.1: Excesses that apply to your claim

Type of excess	
Basic	Applies to most claims
Age	An age excess applies in addition to the basic excess when the driver is: <ul style="list-style-type: none">• under 25 years (a higher age excess applies if the driver is not named on your policy)
Special	Any special excess is outlined in your current Certificate of Insurance and applies in addition to any other excess

Claims that are less than your excess

We only accept a claim if the total amount you are claiming for is more than any excesses that apply to your claim.

For example, we will accept your claim for \$1,200 damage to your vehicle when your excess is \$300. But, we won't continue to process your claim if the damage to your vehicle is \$200.

Paying your excess

When you make a claim, an excess may apply. If so, we will:

- deduct the excess from any claim payment, or
- request you pay the excess to us or, to the repairer or supplier.

If we request you pay the excess, we will tell you who to pay and may require payment as part of the finalisation of your claim.

When you don't need to pay any excess

You don't need to pay any excess that applies under your policy if:

- you make a claim for an incident that we are satisfied was not your fault or the fault of any other person we cover, and
- you can give us the name and residential address of the at fault driver.

When determining the excess that will apply to your claim, we may need to decide if you or someone else is at fault. To do this we may request reasonable additional information from you – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

If we are not satisfied that someone else was at fault, the excess is payable.

If you want more details about excesses, see our Premium, Excess & Discounts Guide. To get a free copy:



Visit
[racv.com.au/
vvcped](http://racv.com.au/vvcped)



Call
1800 646 605



Visit
an RACV shop

Other deductions

If we pay your claim as a total loss, then we deduct other amounts to settle your claim.

Unpaid premiums

If you currently pay your premium by monthly instalments, then before we pay your claim we need to deduct:

- any premiums that are due but haven't been paid
- the monthly instalments that cover the rest of your policy period.

Unused registration

The amount you pay to register your vehicle forms part of your vehicle's value. So if we pay your claim, we will deduct any unused registration costs.

To get a refund, you need to contact your:

- relevant motor registration authority
- CTP insurer if your vehicle is registered in NSW (in NSW, CTP Insurance is also known as a Green Slip).

Salvage value

In most cases when we pay your claim, we usually keep your vehicle. However, if your vehicle is over 35 years of age, we let you keep your damaged vehicle at no cost.

How we pay claims – some examples

In this section, we outline examples of how we may pay some claims.

These claims are based on certain scenarios. Any amount we pay for your claim depends on the details that apply to your situation.

Claim 1: Repairing your vehicle

You have a crash with another vehicle. Your vehicle is towed from the scene of the accident to a repairer. The towing cost is \$350.

We decide to repair your vehicle. The cost of the repairs is \$2,250.

Policy	VVC Vehicle Insurance
Agreed value	\$25,000
Basic excess	\$300

How we settle your claim

We pay the towing company \$350.

You need to pay the repairer your basic excess of \$300.

We pay the repairer \$1,950 (that is, \$2,250 - \$300).

Claim 2: Total loss

Your 22 year old son is driving your 40 year old vehicle and has a crash with another vehicle. He was named as a driver on your policy.

Your vehicle is towed from the scene of the accident to a repairer. The towing cost is \$300. We decide that your vehicle is a total loss. Also, when we assess the incident, we find that your son is at fault.

You pay your premium by monthly instalments from your bank account.

Policy	WVC Vehicle Insurance
Agreed value	\$14,200
Basic excess	\$300
Age excess	\$300
Unpaid monthly instalments	\$55 per month x 4 unpaid instalments

How we settle your claim

We pay the towing company \$300.

We pay you \$13,130 as follows:

Agreed value	\$14,200
Less basic excess	– \$300
Less age excess	– \$300
Less unused registration	– \$250
Less remaining unpaid monthly instalments	– \$220
TOTAL	\$13,130

You arrange your registration refund of \$250.

Since your vehicle is over 35 years of age, we let you keep your damaged vehicle at no cost.

Your policy ends.

Claim 3: Liability claim for damage to someone else's property

You lose control of your vehicle and crash into someone's front fence and garden. A court decides that you are liable to pay \$8,000 for the claim made against you by the home owner.

Policy	VVC Vehicle Insurance
Liability cover	\$20 million
Basic excess	\$300

How we settle your claim

You need to pay us your basic excess of \$300.

We pay the home owner \$8,000.

We pay our lawyers \$1,500 to act on your behalf in the court proceedings.

Claim 4: Excess greater than claim amount

You reverse into your fence and cause some damage to the back of your vehicle.

We assess the damage. The cost of the repairs is \$200.

Policy	VVC Vehicle Insurance
Basic excess	\$300

How we settle your claim

As your basic excess is \$300, we stop processing your claim because your excess is more than the repair costs for the damage to your vehicle.

Other information you need to know



When you take out insurance with us, you need to know some other important things like the changes you can make to your policy, how we resolve a complaint and how we manage your personal information.

Changes to your policy

This section describes the changes that you or we can make to your policy.

Additional premium or refund less than \$15

When a change is made to your policy, you may need to pay us an additional premium or we may need to refund part of your premium.

If the additional premium we need to charge you is less than \$15, then we'll waive it – that is, you don't need to pay it. However, if the amount we need to refund is less than \$5, then we'll donate it to charity.

Changes you can make

You may need to make a change to your policy or decide to cancel it.

To make a change to your policy or to cancel it:



Call
1800 646 605



Visit
an RACV shop

If we need to give you a refund, then we will only refund any unused premium back to the start date of your current policy period. To do that, you may need to give us any proof we ask for.

For example, 7 months ago you paid out the finance arrangement for your vehicle. However, you forgot to tell us when you renewed your policy 3 months ago. We will refund any extra premium that may have applied for the last 3 months – that is, back to the start date of your current policy period.

You change your policy

You may want to make certain changes to your policy. This may include increasing your basic excess so that you pay a lower premium or replacing your vehicle with another one.

An additional premium may apply to the change. You are required to pay the additional premium at the time the changes are made. If we make the change before you pay any additional premium, then you must pay the additional premium by the date we tell you it is due or we may remove the change from your policy. If we cannot remove the change and maintain cover, we may cancel your policy.

If we agree to make the change, we will:

- issue you with a current Certificate of Insurance
- refund any amount we owe you.



**Other
information you
need to know**

You change your contact details

If you change your contact details – for example, your mailing or email address – then you must tell us as soon as reasonably possible. If you don't, then we will consider that you received your policy documents (that we sent to your old address) even though you didn't.

We will continue to send your policy documents to your nominated address until you tell us to update your contact details.

You want to cancel your policy

You may decide to cancel your policy because you sell your vehicle or you no longer want your policy.

If you tell us to cancel your policy and you:

- paid an annual premium, we will:
 - refund your unused premium after we deduct an amount that covers the period that you have been insured for
- pay your premium by monthly instalments, we will:
 - deduct any unpaid monthly instalments that are due.

You authorise us to deduct those amounts by direct debit from the account or credit card you previously nominated for monthly instalment deductions. As we are only allowed to deduct the agreed amount you previously authorised, we may need to collect the total amount you owe us over a few months.

If you tell us to cancel your policy within the 21 day cooling-off period, we'll give you a full refund – see page 14.

If you sell or give away your vehicle and replace it with another vehicle, then we may cover the replacement vehicle under 'Temporary cover'

Changes we can make

We may need to cancel your policy or give you written notice about your policy.

We cancel your policy

There may be circumstances when we need to cancel your policy. We will only do that if the law allows it.

If we cancel your policy, we will:

- give you notice, if required, and
- refund your unused premium after we deduct an amount that covers the period that you have been insured for.

However, if you're currently paying your premium by monthly instalments, then you must pay us any unpaid monthly instalments that are due.

You authorise us to deduct those amounts by direct debit from the account or credit card you previously nominated for monthly instalment deductions. As we are only allowed to deduct the agreed amount you previously authorised, we may need to collect the total amount you owe us over a few months.

We give you notice

We may need to give you notice or contact you about your policy – for example, to let you know that we won't be renewing your policy or that we're changing your policy conditions.

We will give you notice or contact you through one or more of these ways:

- give you notice in person
- contact you or give you written notice by fax or electronically – for example, see page 10 about 'Receiving your policy documents'
- post it to your last known mailing address
- send you an electronic link so you can access the notice, or
- contact you by telephone.

How to resolve a complaint or dispute

7

Other information you need to know

We and RACV Insurance want to resolve any complaint or dispute you may have and aim to resolve it as quickly as possible. These steps are part of the complaint and dispute resolution procedures.

To get more details:

- call 1800 646 605
- visit an RACV shop
- visit racv.com.au

Step 1

Talk to a staff member

If you have a complaint, the first thing to do is call 1800 646 605 or go into your local RACV shop and talk to one of the staff.

If the staff member is unable to resolve the matter for you they will refer you to a manager.

If you are not satisfied with the response, you can go to step 2.

Step 2

Contact RACV Member Relations

If the matter is still not resolved, the manager will refer you to the RACV Member Relations Department, who will arrange a review of your complaint.

If you are not satisfied with the response to your complaint, you can go to step 3.

Step 3

Seek an external review of the decision

You are entitled to seek an external review of the decision. Information about the options available to you will be provided, including if appropriate, referring you to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

Privacy of your personal information

We and RACV Insurance value the privacy of personal information we and RACV Insurance collect about you.

We and RACV Insurance collect your personal information directly from you or through others including entities listed in our Privacy Policy and the RACV Privacy Charter (Policies). They include our and RACV Insurance’s related entities, agents and distributors.

How we use your personal information

We and RACV Insurance and the parties listed in the Policies will use your personal information for the purposes it was collected for. Those purposes usually include providing you with assistance, a product or service you requested. Your personal information may also be used for other purposes that are set out in the Policies. You may choose to not give your personal information, however, not giving your personal information may affect our and RACV Insurance’s ability to provide you with a product or service, including processing a claim.

Further information

We and RACV Insurance may disclose your personal information to:

- related entities
- service providers – which includes some service providers that may be based overseas, and
- other parties as set out in the Policies.

The Policies provide more information about how we and RACV Insurance collect, from whom we and RACV Insurance collect and how we and RACV Insurance hold, use and disclose your personal information. The Policies also provide information about how you can:

- access your personal information
- ask us and RACV Insurance to correct your personal information, and
- complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how we and RACV Insurance will deal with your complaint.

To get a free copy of the RACV Privacy Charter:



Visit
racv.com.au



Call
13 RACV
(13 7228)



Visit
an RACV shop

To get a free copy of our Privacy Policy:



Visit
iag.com.au/master-privacy-policy

Your consent

You agree to us and RACV Insurance collecting, holding, using and disclosing your personal information as set out in our Privacy Policy when you:

- provide us and RACV Insurance with your personal information, or
- apply for, use or renew any of our and RACV Insurance's products or services.

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit us to high standards of service
- to promote better, more-informed relations between us and you
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for resolving complaints you make about us, and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Our commitment to you:

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code or the Code Governance Committee.

Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event that we become insolvent. Access to the scheme is subject to eligibility criteria.

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

Definitions

We've given special meaning to the following words:

Accidental damage

Damage that is caused unintentionally to your vehicle. We cover accidental damage under 'Loss or damage to your vehicle'.

Act of 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
- involves damage to property
- endangers life other than that of the person committing the action
- 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.

Agreed value

The agreed value is the amount we agree to insure your vehicle for. It includes:

- any modifications, options or accessories that are attached to your vehicle that we have agreed to cover
- GST
- registration and any CTP Insurance
- other on-road costs.

It does not include any allowance for dealer profit, warranty costs, any stamp duty or transfer fees.

Club plate use

the club or other designated special limited use registration of your vehicle granted by a relevant statutory body, as shown on your current Certificate of Insurance.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Excess

The amounts you contribute towards the cost of your claim. Your current Certificate of Insurance shows the amount and types of excesses that apply to your policy.

Family member

Includes your spouse (legal or de facto), your children or spouse's children or any member of you or your spouse's family that normally live with you.

Genuine parts

Parts which were made by:

- the original manufacturer of your vehicle
- a supplier who provides parts to the manufacturer.

Incident

A thing or series of things that arise out of one event.

Market value

If we insure your vehicle for its market value, we will assess its market value when an incident happens. To work out the market value, we look at:

- local market prices
- your vehicle's age and condition at that time, and
- any modifications, options or accessories that are attached to your vehicle.

The market value includes:

- GST
- registration and any CTP Insurance, and
- other on-road costs.

It does not include any allowance for dealer profit, warranty costs, stamp duty or transfer fees.

Non-genuine parts	Parts which weren't made by the original manufacturer of your vehicle or by a supplier who provides parts to the manufacturer.
Policy documents	<p>Documents and other notices which:</p> <ul style="list-style-type: none"> • we need to send to you by law • relate to your policy. <p>These include your Certificate of Insurance and renewal and cancellation notices.</p>
Policy period	The period that is covered by your policy. Your policy period is shown on your current Certificate of Insurance.
Premium	<p>The total amount you pay for the cover you've chosen. It includes government taxes such as GST and any other duties or charges that apply.</p> <p>If you pay by monthly instalments, your premium is the total of the instalments you need to pay over the policy period.</p> <p>Your premium is shown on your current Certificate of Insurance.</p>
Total loss	We decide to pay you the agreed value that applies under your policy.
We, us and our	is the product issuer named on the inside cover of this Product Disclosure Statement and Policy Booklet.
You	All the people named as the insured on your current Certificate of Insurance.
Your vehicle	<p>Your vehicle is shown on your current Certificate of Insurance and includes:</p> <ul style="list-style-type: none"> • any standard equipment that comes with your vehicle, and • any modifications, options or accessories that are attached to it that you have told us about and we have agreed to insure.

Notes



**Royal Automobile Club
of Victoria (RACV) Ltd**

ABN 44 004 060 833

Level 7

485 Bourke Street

Melbourne Victoria 3000 Australia

RACV MemberLine 13 RACV (13 7228)

WC Vehicle Insurance 1800 646 605

Claims Assistance 1800 634 686

Fraud Hotline 1800 237 283