# Supplementary Product Disclosure Statement

# for RAC Caravan and Trailer Insurance

This Supplementary Product Disclosure Statement (SPDS) was prepared on 28 August 2024 and is effective from that date.

This SPDS should be read with the RAC Caravan and Trailer Insurance Combined Product Disclosure Statement and Financial Services Guide (PDS) effective 25 February 2021. These documents together with your current schedule, our Premium, Excess and Discount Guide (PED Guide) and our Legal Rights and Obligations Guide (LRO Guide) form the basis for your insurance cover. For a copy of the PDS applying from 25 February 2021 please go to rac.com.au or call us on 13 17 03.

# **Important changes**

- 1. The PDS wording under the heading **"About this Product Disclosure Statement"** on page 5, directly after the words "our Premium, Excess and Discount Guide (PED Guide)" is amended as follows:
  - a. Deleting the word "and" after the second bullet.
  - b. Inserting the following bullet:
    - "Legal Rights and Obligations Guide (LRO Guide); and
  - c. Inserting the following sentence after the above bullet:
    - » "If you are unable to access a copy of these documents, please call us on 13 17 O3."
- 2. The PDS is amended to replace the section **"When we agree to insure you"** on page 5 of the PDS with the following:

#### "Your duty to take reasonable care not to make a misrepresentation

This insurance is a consumer insurance contract under the *Insurance Contracts Act 1984* (Cth).

Before we agree to insure you (including when we issue you with the insurance for the first time or agree to renew, extend, vary, reinstate or replace it), you have a duty to take reasonable care not to make a misrepresentation to us.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. We will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

When answering our questions you need to take reasonable care to make sure your answers are true, honest, up to date and complete in all respects.

If another person is answering for you, we will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them. Subject to applicable law, a breach of the duty by one insured affects all insureds in these ways.



If you do not take reasonable care not to make a misrepresentation, or if you are careless in your answers or recklessly or deliberately make a misrepresentation, we may, acting reasonably and subject to applicable law, reject or not fully pay your claim or cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

However, we will not do this if we would have entered into the contract, for the same premium and on the same terms and conditions, even if the failure had not occurred (see 'When we can refuse to pay or reduce the amount we pay under a claim' in the LRO Guide for more detail).

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined, by us acting reasonably, with regard to all relevant circumstances.

We must also take account of any particular characteristics or circumstances about you that we were aware of, or ought reasonably to have been aware of.

If any question or guidance provided is not clear or you need additional assistance, you can contact us."

3. The PDS is amended to replace the section **"Changes to the details you have given us"** on page 6 of the PDS with the following:

### "Telling us about changes during the period of insurance

You must tell us about any of the following things as soon as you reasonably can, as they form the basis on which we have agreed to insure you:

- Changes to any information you have previously provided to us about you or your caravan/ trailer (including how you use it), and anyone who tows or uses it (as applicable) as listed on your schedule.
- » If you have modified your caravan/trailer (where applicable).
- » If you, or a reasonable person in your circumstances, would believe that any circumstances have occurred that may or will give rise to a claim under your policy.

If you do not tell us about any changes we may, acting reasonably and subject to applicable law:

- » Reject or not fully pay your claim.
- » Require you to repay any money paid to you for your claim.
- Cancel your policy or choose not to renew your policy.

If any changes need to be made and we agree with them, we'll propose some changes to your policy and send you an updated schedule. We'll also advise if a different premium applies. We may refuse to accept the change, cancel your policy or choose not to renew your policy.

We will only rely on any rights we have under your policy acting reasonably and to the extent permitted by applicable law.

You don't need to tell us about changes we are already aware of."

4. The PDS is amended to insert the following wording under the heading **"Our agreement with you"** on page 6 of the PDS:

"Certain persons or entities who are not contracting parties may be entitled to access cover by reason of the *Insurance Contracts Act 1984* (Cth). See 'Third Party Interests' within the LRO Guide for more detail."

5. The PDS is amended to include the following wording under the heading "The cover our caravan/ trailer insurance policy provides" on page 7 of the PDS:

"These insurance products were designed for their respective target markets. Please refer to rac.com.au for our combined Target Market Determination (TMD). If you believe you fall outside our target market, please call us on 13 17 03."

- 6. The PDS is amended to delete "No claim bonus discount" from the **"Summary of cover"** on page 7 of the PDS
- 7. The PDS is amended to delete the section "Your no claim bonus" on page 10 of the PDS.
- 8. The PDS is amended to insert the following wording after "manufacturer's recommendations" under the heading "Use of your caravan/trailer" on page 14 of the PDS:
  - Being used to illegally store or transport, in quantities greater than that used for domestic purposes, dangerous goods or substances that pollute or contaminate.
- 9. The PDS is amended to replace the section under the heading **"Cooling off period"** on page 23 with the following:

## "Cooling off period

When you take out a new policy or renew a current policy with us, we give you a cooling off period of 28 days. The cooling off period starts:

- » From the date and time we issue a new policy to you, or
- » On your renewal date.

If you want to cancel your policy during the cooling off period, you must tell us you want to do that. If you cancel your policy during the cooling off period, as long as you have not made a claim during this period, we will refund your premium less:

- » Any non-refundable government charges.
- » Any relevant administration fee.
- » A proportionate amount of the premium for the period of insurance provided up to the point of cancellation, where applicable.

If you would like to know more, please refer to our PED Guide."

10. The PDS is amended to replace the **"Your privacy"** section on page 24 of the PDS with the following:

"We and our authorised representative, RAC Distribution, (together the 'RAC') collect, store and use your personal information in accordance with the Privacy Act, and as set out here and in our Privacy Policy. By taking out your policy you agree to this. RAC usually collects your personal information from you directly, though may also collect it from a third party.

If you do not provide us with the personal information we need, we may be unable to issue, administer or manage products and services you wish to purchase.

RAC uses and requires your personal information to consider your insurance application and any subsequent application for insurance, issue and administer your policy, and investigate and assess any insurance claim.

We also use your personal information in the course of administering and managing the products and services you and other members have with us, including for dealing with any complaints and claims. This may include the use of your details to administer a claim by another party.

For the purposes of doing so, your personal information may be passed to, or received from, a joint policyholder, RAC's assessors, investigators, repairers, suppliers, contractors, other insurance companies, insurance reference bureaus, law enforcement agencies, our related companies, legal and professional advisers, IT providers, and their agents, some of whom may be overseas.

The RAC may also use your personal information to tell you about other RAC Group products and services. Your personal information may be passed to other entities for promotional purposes. These entities may be associated with the RAC, operate under RAC's brand, or be agents, contractors or allied organisations. You may tell the RAC not to use your personal information for these promotional purposes at any time by contacting us on 13 17 03.

If the interest of a financier is noted on your policy, you consent to the RAC providing details of your policy and its currency to the financier.

If you would like to review or correct the personal information the RAC Group has about you, or if you wish to make a complaint, please call 13 17 O3. For further information, see the RAC Group Privacy Policy at rac.com.au"

11. The PDS is amended to insert the following wording under the heading **"About us"** on page 26 of the PDS:

"If you need to clarify any of the information contained in this PDS or your policy documents, wish to confirm a claim transaction or have any other queries regarding your policy, please contact us."

RAC Insurance Pty Limited AFS Licence Number 231222 28 August 2024



For more information please visit rac.com.au