

# Supplementary Product Disclosure Statement

## for RAC Landlord's Insurance

This Supplementary Product Disclosure Statement (SPDS) was prepared on 28 September 2023 and applies to policies commencing or renewed on or after 14 November 2023.

This SPDS should be read with the RAC Landlord's Insurance Combined Product Disclosure Statement and Financial Services Guide ("PDS") effective 25 February 2021. These documents together with your current schedule and our Premium, Excess and Discount Guide ("PED 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](http://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 03."

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.

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 which 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 reasonably possible as they form the basis on which we have agreed to insure you:



**For the better**

- » Changes to any information about you or your building, contents, (including how you use them) (as applicable) listed on your schedule.
- » If you are performing any renovation to your building which you believe, or a reasonable person in your circumstances, would believe may impact your building being structurally sound, watertight or able to be secured
- » If you, or a reasonable person in your circumstances would, believe that any circumstances have occurred which may or will give rise to a claim under your policy
- » If you, or a reasonable person in your circumstances would, believe that your building is not structurally sound and watertight.

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 or require you to repay any money paid to you for your claim or cancel your insurance.

If any changes need to be made and we agree with them, we will send you an updated schedule. We will also advise if a different premium applies. We may, acting reasonably and subject to applicable law, refuse to accept the change, cancel your policy or choose not to renew your policy.

You don't need to tell us about changes we are 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 landlords insurance policies provide"** on page 7 of the PDS:

"This insurance product was designed for the target market. Please refer to rac.com.au for our 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 replace the section under the heading **"Cooling off period"** on page 35 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."

7. The PDS is amended to insert the following in the second paragraph under the heading **"Your privacy"** on page 36 of the PDS after the words "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."

8. The PDS is amended to insert the following wording under the heading **"About us"** on page 38 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."

9. The PDS is amended to remove the following wording under the heading **"Cause of loss, damage or liability"** on page 22 of the PDS:

"storm surge,"

RAC Insurance Pty Limited  
AFS Licence Number 231222  
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For further information on  
this guide please visit [rac.com.au](http://rac.com.au)