## **NOTICE OF FILING**

## **Details of Filing**

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Court of Filing FEDERAL COURT OF AUSTRALIA (FCA)

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File Title: AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION v

RACQ INSURANCE LIMITED (ACN 009 704 152)

Registry: QUEENSLAND REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagor

Registrar

## **Important Information**

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



#### Form NCF1

## **Concise Statement**

No. of 2025

Federal Court of Australia

District Registry: Queensland

Division: General

#### **AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION**

Plaintiff

## **RACQ INSURANCE LIMITED (ACN 009 704 152)**

Defendant

#### A. NATURE OF PROCEEDING

- 1. Between 25 September 2019 and 12 December 2024 (Relevant Period), RACQ Insurance Limited made representations in insurance policy renewal documents about changes between the current price of the insurance held by customers and the price at which that insurance was offered for the next period. In this way, RACQ promised transparency around changes in the price of the insurance at the time of policy renewal.
- 2. **ASIC** alleges that, on 573,407 occasions, the representations made by RACQ were false or misleading in contravention of ss 12DB(1)(a) and/or 12DB(1)(g) of the *Australian Securities* and *Investments Commission Act 2001* (Cth) (**ASIC Act**).

## B. IMPORTANT FACTS GIVING RISE TO THE CLAIM

## **Background**

3. During the Relevant Period, RACQ offered customers various insurance products, including motor vehicle insurance, caravan and trailer insurance, boat insurance, household insurance (comprising building, building and contents, and/or contents insurance), pet insurance, and, until 1 November 2022, body corporate insurance (Insurance Products).

Filed on behalf of (name & role of party)	Australian Securities and Ir	nvestments Commission, Plaintiff
Prepared by (name of person/lawyer)	Iva Bacvic	
Law firm (if applicable)		
Tel (02) 9911 5787	Fax	1300 729 000
Email Iva.Bacvic@asic.gov.au		
Address for service Australian	Securities and Investments C	Commission
(include state and postcode) Level 20, 2	240 Queen Street, Brisbane C	QLD 4000

- 4. A customer's insurance policy for any of the Insurance Products included a Certificate of Insurance (**COI**). Subject to payment of the premium, the policy operated for either six months or a year, after which it needed to be renewed or would lapse.
- 5. As part of the renewal process, RACQ would send the customer a policy renewal offer (**Renewal COI**). If a customer's policy was not renewed by the renewal date, RACQ would send a reminder shortly after the renewal date (**Renewal Reminder**).

## **The Last Period Premium Representations**

- 6. During the Relevant Period, RACQ issued Renewal COIs and Renewal Reminders to customers that displayed the 'last period premium' amount alongside, or in close proximity to, the 'this period premium' amount, so the two could be readily compared.
- 7. RACQ implemented the premium comparison to increase transparency around premium pricing and to help customers make more informed decisions about whether to renew their policies.
- 8. RACQ considered that providing greater pricing transparency aligned with its core values as a member centric organisation and its commitment to deliver on its member experience principles of ease and trust. RACQ considered that its "policy renewal documentation will be deemed the source of truth".
- 9. The policy renewal documentation did not explain how the 'last period premium' was calculated. The amount described by RACQ as the 'last period premium' was the premium RACQ had offered the customer at last renewal or, for policies at first renewal, at inception (original premium offer). The 'last period premium' amount did not include any adjustment made to the premium because of a policy change after the original premium offer.
- 10. **Schedule A** to this Concise Statement contains extracts from example Renewal COIs and Renewal Reminders issued during the Relevant Period that show how the 'last period premium' amount was represented by RACQ.
- 11. RACQ issued a total of 532,334 Renewal COIs and 41,073 Renewal Reminders to customers where the 'last period premium' amount did not reflect the current premium, as it did not include changes that had been made to the premium after the original premium offer had been made (the Affected Renewal Documents).

- 12. On each occasion RACQ issued an Affected Renewal Document to a customer, RACQ represented that:
  - (a) the 'last period premium' was the current price of the insurance policy;
  - (b) any change between the current price of the policy and the renewal price at which the policy was offered could be compared by considering the difference between the 'last period premium' and the 'this period premium'; and/or
  - (c) any change in price was transparent,

## (the Last Period Premium Representations).

- 13. By reason of the matters in paragraphs 9 and 11 above, the Last Period Premium Representations were false or misleading because:
  - (a) the 'last period premium' amount was not the current price of the insurance policy;
  - (b) any change between the current price of the policy and the renewal price at which the policy was offered could not be compared by considering the difference between the 'this period premium' and the 'last period premium'; and/or
  - (c) pricing transparency was not achieved.

## RACQ's knowledge

- 14. Prior to 25 September 2019, several staff members of RACQ knew that the 'last period premium' amount would not reflect policy and price changes made after the original premium offer.
- 15. On 27 September 2019, two days after RACQ issued the first Renewal COI containing a 'last period premium' amount, RACQ received a complaint from a customer about the premium comparison being "very misleading". RACQ received further complaints from customers during the Relevant Period, including a complaint made to the Acting CEO of RACQ in 2019 and complaints via external bodies such as the Australian Financial Complaints Authority.
- 16. During the Relevant Period, RACQ had customer complaint handling procedures and internal committees that were responsible for identifying and considering any common complaint themes being raised by customers.
- 17. A potential issue with how RACQ calculated or displayed the 'last period premium' in its renewal documents was not escalated to internal committees until November 2024 after a customer reported the issue to the media.

- 18. Between 24 October 2024 and 1 November 2024, an RACQ media spokesperson provided statements to reporters that "we have not previously received any feedback that our communication has been an issue for our members".
- 19. RACQ did not amend its Renewal COIs and Renewal Reminders until 13 December 2024.

## C. THE RELIEF SOUGHT FROM THE COURT

20. ASIC seeks the relief set out in the accompanying Originating Process.

#### D. THE PRIMARY LEGAL GROUNDS FOR THE RELIEF SOUGHT

- 21. Each of the Insurance Products were 'financial products' and therefore 'financial services' within the meaning of ss 12BAA(7)(d) and 12BAB(1AA) of the ASIC Act.
- 22. RACQ made the Last Period Premium Representations in trade or commerce, and in connection with the supply or possible supply of financial services, or in connection with the promotion by any means of the supply or use of financial services, being the Insurance Products.
- 23. The Last Period Premium Representations were false or misleading representations:
  - (a) that services were of a particular standard, quality, value or grade in contravention of s 12DB(1)(a) of the ASIC Act; and/or
  - (b) with respect to the price of services in contravention of s 12DB(1)(g) of the ASIC Act.
- 24. RACQ contravened ss 12DB(1)(a) and/or 12DB(1)(g) of the ASIC Act on each occasion it issued an Affected Renewal Document to a customer.

## E. THE ALLEGED HARM SUFFERED

25. The Last Period Premium Representations inaccurately represented insurance premium changes to customers at the time of renewal. The representations promised transparency around pricing, but did not achieve it. The representations deprived customers of the ability to properly consider, in an informed way, the value of their insurance policy against other options offered in the market by different insurers, and to consider whether the renewal of their insurance policy was in their best interests, by reference to the renewal documentation they received.

- 26. Despite RACQ's knowledge and complaint handling systems, throughout the Relevant Period, RACQ continued to include false or misleading 'last period premium' amounts on renewal documents.
- 27. RACQ is likely to have obtained a benefit that it may not have been entitled to from making the Last Period Premium Representations, including (a) the benefit of selling policies to customers who may not have purchased insurance through RACQ otherwise, and (b) the benefit of being seen as a large insurer that prioritises pricing transparency.
- 28. RACQ's conduct undermines pricing transparency and the integrity of its customers' decision making. It damages consumer confidence in the insurance renewal process specifically, and the insurance industry generally.

This Concise Statement was prepared by Sally Robb KC and Nic Congram.

# **Certificate of lawyer**

I, Iva Bacvic, certify to the Court that, in relation to the Concise Statement filed on behalf of the Plaintiff, the factual and legal material available to me at present provides a proper basis for each allegation in the Concise Statement.

Date: 22 September 2025

Signed by Iva Bacvic

Lawyer for the Plaintiff

# **Schedule A – Examples of Last Period Premium Representations**

## A. Renewal COIs

No.	Period in use	Relevant policies	Statement(s)	
1.	25 September 2019 to 12 December 2024	Insurance Products where the NSW	Example – Motor Vehicle Certificate of Insurance dated 25 September 2  Page 1	019
	2024	Emergency Services Levy did not apply and	Policyholder and payment information	
		full premium payable	u cre an DACO Bronze member	
			Policyholders  you are an RACQ Gold member	
			Amount due by 26 October 2019  This period premium \$155.64  \$156.79  OR  To arrange Pay by the Month via direct debit please contact us  The amount due includes any applicable discounts and credits.	
			How to pay    Billier Code: 6551   Ref: 0309 52001440 02   Contact your bank or financial institution to make this payment from your nominated account.	que,
			PAYMENT DUE DATE  AMOUNT DUE  \$155.64  *401 03095200144002	
			Page 4  Total amount payable	
				d premium
			Insurance premium \$130.76	\$129.81
			GST \$13.08 Stamp duty \$12.95	\$12.98 \$12.85
			Total amount payable \$156.79	\$155.64
			When payment is made, this Certificate of Insurance may be used as a Tax Invoice for GST purposes.  Why does your premium change?  Even if your individual circumstances have not changed, your premium is likely to change every year. Your premium is ba number of factors including your risk address, age, insurance claims history, and the value of what you are insuring. The of loss or damage is different for everyone, so at RACQ, we calculate your premium based on your individual circumstance. Changes to your premium or excess may also be caused by external factors such as the number of claims we receive, ch	chance es.
			to business operations and changes to our cost of providing insurance to you.  For more information please visit racq.com/premiums	

No.	Period in use	Relevant policies	Statement(s)				
2.	25 September 2019 to 12 December 2024	Insurance Products where the NSW Emergency Services Levy did not apply and direct debit arrangement	Example – Household Building Certificate of Insurance Page 1  Direct debit information	ce dated 25 September	· 2019		
			This section is a comparison of your Total premium. Your instalment amount will be debited from your nominated account on the due date.	This period premium \$1,023.31	Last period premium \$996.91		
			Page 5 Total amount payable				
			Premium breakdown	Last period premium Ti	his period premium		
			Insurance premium	\$831.45	\$853.47		
			GST	\$83.15	\$85.35		
			Stamp duty	\$82.31	\$84.49		
			Total amount payable	\$996.91	\$1,023.31		
			When payment is made, this Certificate of Insurance may be used as a Tax Invo	olce for GST purposes.			
			Why does your premium change?				
			Even if your individual circumstances have not changed, your premium is likely number of factors including your risk address, age, insurance claims history, and of loss or damage is different for everyone, so at RACQ, we calculate your premi	d the value of what you are insuri ium based on your individual circu	ng. The chance imstances.		
			Changes to your premium or excess may also be caused by external factors such as the number of claims we receive, changes to business operations and changes to our cost of providing insurance to you.				

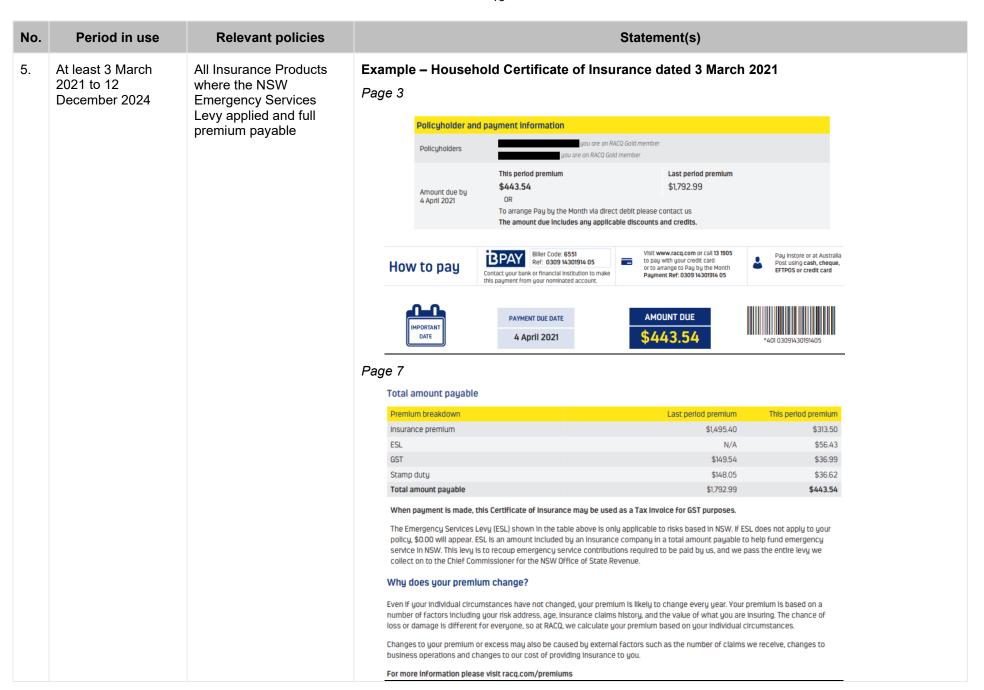
5 September 2019 o 12 December 024	Insurance Products with multiple covers and direct debit arrangement	Example – Household Building and Contents Certificate 2019  Page 1  Direct debit information  This section is a comparison of your Total premium. Your instalment amount will be debited from your nominated account on the due date.  Page 5  Total amount payable	This period premium \$2,009.65	Last period premium \$1,835.72
		Total amount payable		
		Premium breakdown Insurance premium	Last period premium \$1,531.05	This period premium \$1,676.10
		GST	,,	\$167.61
		Stamp duty	\$151.57	\$165.94
		Total amount payable	\$1,835.72	\$2,009.65
		Why does your premium change?  Even if your individual circumstances have not changed, your premium is likely	y to change every year. Your pre	
		Changes to your premium or excess may also be caused by external factors s to business operations and changes to our cost of providing insurance to you	such as the number of claims we	
			Total amount payable  When payment is made, this Certificate of Insurance may be used as a Tax In  Why does your premium change?  Even if your individual circumstances have not changed, your premium is likel number of factors including your risk address, age, insurance claims history, a of loss or damage is different for everyone, so at RACQ, we calculate your premium or excess may also be caused by external factors is	Stamp duty \$151.57  Total amount payable \$1,835.72  When payment is made, this Certificate of Insurance may be used as a Tax Invoice for GST purposes.  Why does your premium change?  Even if your individual circumstances have not changed, your premium is likely to change every year. Your prenumber of factors including your risk address, age, insurance claims history, and the value of what you are into of loss or damage is different for everyone, so at RACQ, we calculate your premium based on your individual of the changes to your premium or excess may also be caused by external factors such as the number of claims we to business operations and changes to our cost of providing insurance to you.

No.	Period in use	Relevant policies			Statement(s)			
			Page 5 contin	ued				
			Premium breal	kdown (this period)				
			Product details	Insured address	Insurance premium	GST	Stamp duty	Sub-total
			HOME		\$1,293.20	\$129.32	\$128.03	\$1,550.55
			CONTENTS		\$382.90	\$38.29	\$37.91	\$459.10
			Premium breal	kdown (last period)				
			Product details	Insured address	Insurance premium	GST	Stamp duty	Sub-total
			HOME		\$1,167.57	\$116.76	\$115.59	\$1,399.92
			CONTENTS		\$363.48	\$36.34	\$35.98	\$435.80

No.	Period in use	Relevant policies			Sta	atement(s)	
4.	At least 2 March 2020 to at least 26 May 2020	Insurance Products where the NSW Emergency Services	Househ	old and Con	tents Certificate of Insu	rance dated 2 March 202	20
	Way 2020	Levy applied and full	Your	renewal premium	comparison		
		premium payable		llowing comparative 'ESL') on your total i	e information has been included to ass nsurance premium.	ist you in understanding the impact o	f the Emergency Services
			The Es	SL does not apply to	any property covered under your poli	cy which is located outside of New So	uth Wales ('NSW').
					of your Total Premium breakdown. Pleas which resulted in a change to your prem		
			The E	SL portion in the bel	low table is applicable to your NSW ba	sed properties only.	
			Pren	nium breakdown		Last period premium	This period premium
		Insu	rance premium		\$2,847.14	\$3,166.01	
		ESL			\$220.61	\$248.19	
		GST			\$306.77	\$341.43	
		Star	np duty		\$303.70	\$338.01	
			Tota	l premium		\$3,678.22	\$4,093.64
			Page 3				
				Policyholder an	d payment information		
				Policyholders	you are al	n RACQ Gold member	
				Amount due by 2 April 2020	This period premium \$4,093.64 OR To arrange Pay by the Month via d The amount due includes any app		1
			Hov	w to pay	Biller Code: 6551 Ref: 0309 5221780 24 Contact your bank or financial institution to ma this payment from your nominated account.	Visit www.racq.com or call 13 1909 to pay with your credit card or to arrange to Pay by the Month Payment Ref: 0309 52217180 24	Post using cash, cheque
				IMPORTANT DATE	PAYMENT DUE DATE  2 April 2020	\$4,093.64	*401 03095221718024

lo.	Period in use	Relevant policies		Statement(s)				
			Page 9					
			Total amount payable					
			Premium breakdown		Last period	premium	This per	iod premium
			Insurance premium		9	\$2,847.14		\$3,166.01
			ESL			\$220.61		\$248.19
			GST			\$306.77		\$341.43
			Stamp duty			\$303.70		\$338.01
			Total amount payable		\$	3,678.22		\$4,093.64
			When payment is made, this Certifica	te of Insurance may be used as a Tax In	voice for GST p	urposes.		
			Why does your premium chang	e?				
				ave not changed, your premium is likely t ddress, age, insurance claims history, and				
			loss or damage is different for everyon	e, so at RACQ, we calculate your premium	n based on your	individual o	circumstances.	
			Changes to your premium or excess ma business operations and changes to ou	ay also be caused by external factors suc ir cost of providing insurance to you.	ch as the numbe	er of claims	we receive, ch	anges to
			For more information please visit racq	.com/premiums				
			Page 9 continued <sup>1</sup>					
			Premium breakdown (this period	1)				
			Product details Insured address	Insurance premium	ESL	GST	Stamp duty	Sub-tota
			Product details Insured address HOME	Insurance premium \$1,376.41	ESL N/A	<b>GST</b> \$137.64	Stamp duty \$136.26	
								\$1,650.3
			HOME	\$1,376.41	N/A	\$137.64	\$136.26	\$1,650.3 \$395.25
			HOME CONTENTS	\$1,376.41 \$329.64 \$1,459.96	N/A N/A	\$137.64 \$32.97	\$136.26 \$32.64	\$1,650.31 \$395.25
			HOME CONTENTS HOME	\$1,376.41 \$329.64 \$1,459.96	N/A N/A	\$137.64 \$32.97 \$170.82	\$136.26 \$32.64	\$1,650.31 \$395.25 \$2,048.08
			HOME CONTENTS HOME  Premium breakdown (last period	\$1,376.41 \$329.64 \$1,459.96	N/A N/A \$248.19	\$137.64 \$32.97 \$170.82	\$136.26 \$32.64 \$169.11	\$1,650.31 \$395.25 \$2,048.08 Sub-tota
			HOME CONTENTS HOME  Premium breakdown (last period Product details Insured address	\$1,376.41 \$329.64 \$1,459.96	N/A N/A \$248.19 ESL	\$137.64 \$32.97 \$170.82	\$136.26 \$32.64 \$169.11 Stamp duty	\$ub-total \$1,650.31 \$395.25 \$2,048.08 Sub-total \$1,488.14 \$369.59

<sup>&</sup>lt;sup>1</sup> This additional statement was only present for COIs which contained multiple covers, e.g., multiple properties or multiple vehicles.



## **B.** Renewal Reminders

