



Group Whistleblowing Management Policy

Version 5.0 | May 2022



Contents

1	Group Structure	2
2	Purpose	2
3	Governance	2
4	Scope	2
5	Eligible Whistleblowers	2
6	Disclosable Matters	2
7	Eligible Recipients	3
8	Making a Disclosure	4
9	Managing a Disclosure	5
10	Whistleblower Protections	7
11	Roles & Responsibilities	8
12	Adherence	9
13	Communication	9
14	Accessing More Information	9
15	Making a Confidentiality Related Complaint	10
16	Evaluation & Improvement	10
17	Definitions	10
18	Key Associated Documents	11

1 Group Structure

- 1.1 RAA Insurance Ltd is a wholly owned subsidiary of RAA Insurance Holdings Ltd, herein referred to as RAA Insurance (**RAAI**). RAAI is wholly owned by the Royal Automobile Association of South Australia Incorporated (**RAA**). RAA and RAAI (including all joint ventures) are herein referred to as **RAA Group** unless specifically stated otherwise.
-

2 Purpose

- 2.1 The Whistleblowing Management Policy (the **Policy**) provides for RAA Group's Whistleblowing Management Arrangements to ensure best practice, to ensure compliance with law, and to encourage a culture of openness and integrity.
-

3 Governance

- 3.1 The Policy is owned by Governance & Risk and is reviewed biennially from the date of last review (or on an as needs basis) by the RAA and RAAI Board Audit Committees.
-

4 Scope

- 4.1 The Policy applies across RAA Group, and extends to Eligible Whistleblowers who, whether anonymously or not, make Disclosures relating to business undertaken by RAA Group.
-

5 Eligible Whistleblowers

- 5.1 To be an Eligible Whistleblower you must be a current or former:
- a. officer or employee of RAA Group or a related company or organisation;
 - b. contractor or supplier (or an employee of a contractor or supplier) who has supplied goods or services (either paid or voluntary) to RAA Group or a related company or organisation;
 - c. Associate of RAA Group; or
 - d. spouse, relative, or dependant of one of the above.
-

6 Disclosable Matters

- 6.1 Disclosable Matters involve information that the Discloser has reasonable grounds to suspect concerns Misconduct or an improper state of affairs or circumstances (which do not necessarily have to be a breach of a particular law) in relation to an officer or employee of RAA Group, a company or organisation related to RAA Group, or an officer or employee of a company or organisation related to RAA Group. . Examples include:

- illegal conduct, such as theft, dealing in, or use of illicit drugs, violence, and criminal damage against property;
- fraud, money laundering, or misappropriation of funds;
- conduct that poses a significant risk to public safety or the stability of, or confidence in, the financial system;
- breach of law or regulatory requirement; and
- conduct or circumstances that give rise to a suspicion of Modern Slavery.

6.2 Disclosures that are not about Disclosable Matters do not qualify for the Whistleblower Protections (subject to **8.7** of the Policy). However, Disclosures can still qualify even if the Disclosure turns out to be incorrect (for example, **8.7 (a)** of the Policy).

6.3 Personal Work-Related Grievances are those that relate to the Discloser's current or former employment and have, or tend to have, implications for the Discloser personally, but do not:

- a. have any other significant implications for RAA Group (or a related company or organisation); or
- b. relate to any conduct, or alleged conduct, about a Disclosable Matter.

6.3.1 Examples of circumstances where a Personal Work-Related Grievance may arise include:

- interpersonal conflict between the Discloser and another person;
- a decision about the engagement, transfer or promotion of the Discloser; and
- a decision about the terms and conditions of engagement of the Discloser such as to suspend, terminate, or otherwise to discipline the Discloser.

6.3.2 Disclosures that relate solely to Personal Work-Related Grievances, and that do not relate to Detriment or threat of Detriment to the Discloser, do not qualify for the Whistleblower Protections and are handled in accordance with RAA Group's *Workplace Grievance & Disputes Resolution Policy*.

6.3.3 A Personal Work-Related Grievance may still qualify for the Whistleblower Protections if:

- a. it is a Mixed Report. For the purposes of the Policy, a Mixed Report is a Disclosure about a Disclosable Matter that includes information about Misconduct accompanied by a Personal Work-Related Grievance.
- b. it concerns:
 - RAA Group breaching employment or other laws punishable by imprisonment for a period of 12 months or more;
 - RAA Group engaging in conduct that represents a danger to the public; or
 - information that suggests Misconduct beyond the Discloser's personal circumstances.
- c. the Discloser suffers or is threatened with Detriment for making a Disclosure.

7 Eligible Recipients

7.1 In order to qualify for the Whistleblower Protections, an Eligible Whistleblower must make a Disclosure of a Disclosable Matter to an Eligible Recipient:

- a. RAA Group's:
 - directors, company secretary, and general managers;
 - internal or external auditor (including a member of an audit team conducting an audit) or actuary; and
 - Whistleblower Protection Officers (**Protection Officers**).
 - b. Stopline (RAA Group's third-party whistleblower service provider).
-

8 Making a Disclosure

- 8.1** Disclosers are at liberty to seek independent legal advice at any stage prior to, during, or after, making a Disclosure.
- 8.2** Disclosers may:
- elect to make their Disclosure anonymously and still qualify for the Whistleblower Protections; and
 - choose to remain anonymous while making a Disclosure, over the course of an investigation, and after an investigation is finalised. In addition, Disclosers may refuse to answer questions they feel could reveal their identity at any time, including during follow-up conversations.
- 8.3** Disclosers that desire to remain anonymous should maintain ongoing two-way communication with RAA Group for the purposes of follow-up questions and/or feedback.
- 8.4** RAA Group takes all reasonable steps to preserve anonymity by, for example:
- ensuring personal information is handled in accordance with its *Privacy Policy*;
 - permitting the use of a pseudonym by a Discloser;
 - conducting communications and investigations with discretion; and
 - utilising a third-party whistleblower service (Stopline).
- 8.5** RAA Group utilises whistleblower service provider Stopline to receive Disclosures through the following channels:
- a. **Online** at <https://raagroup.stoplinereport.com>
 - b. **Phone** [1300 30 45 50](tel:1300304550) (within Australia) or [+61 3 9811 3275](tel:+61398113275) (outside of Australia). National Relay Service is available for individuals who are deaf, hard of hearing, and/or have a speech impairment.
 - c. **Fax** [+61 3 9882 4480](tel:+61398824480)
 - d. **Email** raagroup@stopline.com.au
 - e. **Mail** marked "Attention: Royal Automobile Association, c/o Stopline" and addressed to [Locked Bag 8, Hawthorn, VIC 3122, Australia](#).
- 8.6** In the event that a Discloser cannot, or chooses not to, make a Disclosure through the channels at **8.5**, an RAA Group Protection Officer can be reached by email to whistleblower@raa.com.au

8.7 Other Disclosure Channels

a. Legal Practitioner

Disclosures made to legal practitioners for the purposes of obtaining legal advice or legal representation in relation to the whistleblower provisions qualify for the Whistleblower Protections (even where the legal practitioner concludes that the Disclosure does not relate to a Disclosable Matter).

b. Regulatory Body and Other External Parties

Disclosures relating to Disclosable Matters can be made to the Australian Securities & Investments Commission (**ASIC**), the Australian Prudential Regulation Authority (**APRA**), or any other Commonwealth authority prescribed by regulation and qualify for the Whistleblower Protections.

c. Journalist or Parliamentarian

Public Interest Disclosures, and Emergency Disclosures, can be made to a journalist or parliamentarian and qualify for the Whistleblower Protections. It is important for a Discloser to understand the criteria to make a Public Interest Disclosure or an Emergency Disclosure.

9 Managing a Disclosure

- 9.1** RAA Group manages Disclosures that qualify for the Whistleblower Protections by appropriately handling, investigating, maintaining appropriate records and documentation, and communicating with the Discloser.
- 9.2** RAA Group's Whistleblower Protection Officers and Whistleblowing Investigation Officers are trained to ensure that they are able to appropriately assess and control the risk of detriment to Whistleblowers.
- 9.3** The processes and timeframes involved may vary depending on the nature of the Disclosure.
- 9.4** RAA Group Whistleblower Protection Officers will assess any support that should be provided to Whistleblowers on a case-by-case basis including but not limited to (where appropriate):
- referring the Whistleblower to engage with internal or external support services;
 - assessing the appropriateness of altering the Whistleblower's working arrangements in conjunction with the Whistleblower (with the Whistleblower's manager where appropriate).

9.5 Handling

- 9.5.1** RAA Group, within two (2) calendar weeks from receipt by an Eligible Recipient:

- a.** reviews the Disclosure to determine whether:
- the Discloser is an Eligible Whistleblower;
 - the Disclosure concerns a Disclosable Matter; and

- the Discloser qualifies for the Whistleblower Protections.
 - b.** determines whether an investigation is required, and if so, considers whether there is enough information at hand.
- 9.5.2** RAA Group may not be able to undertake, or progress, an investigation if there is not enough information provided, or where the Discloser cannot be contacted.

9.6 Investigating

9.6.1 Where an investigation is required, RAA Group:

- determines the nature and scope of the investigation, and whether any technical, financial, or legal advice is required to properly conduct the investigation; and
- undertakes the investigation by (for example) collecting and reviewing information, conducting interviews, and/or seeking advice.

9.6.2 The processes and timeframes for investigating a Disclosure may vary depending on the nature of the Disclosure. Where RAA Group identify circumstances necessitating urgency, RAA Group will expedite the below key timeframes as far as is reasonably possible. Generally, however, RAA Group aims to adhere to the following key timeframes as far as reasonably possible:

- a.** RAA Group will, within two (2) calendar weeks from determination of an investigation being required, commence an investigation;
- b.** RAA Group will, within four (4) calendar weeks from the investigation commencing, conclude the investigation and (where appropriate and practicable) communicate relevant findings/outcomes to the Eligible Whistleblower; and
- c.** Where an investigation is unable to be concluded within the above timeframes, RAA Group will, within four (4) calendar weeks from the investigation commencing, communicate (where appropriate and practicable) to the Eligible Whistleblower an update on the status of the investigation.

9.6.3 Without the Discloser's consent, RAA Group cannot disclose information that is likely to lead to the identification of the Discloser as part of the investigation process unless reasonably necessary for investigating the issues raised in the Disclosure.

9.6.4 RAA Group acknowledges the limitations of, and seeks to continually improve, its investigation processes.

- 9.6.5** RAA Group supports employees that are mentioned in Disclosures that qualify for the Whistleblower Protections (including those who are the subject of a Disclosure) by taking reasonable steps to conduct investigations objectively and fairly. This includes, for example:
- ensuring separation of the roles and information available to RAA Group Whistleblower Protection Officers and Whistleblowing Investigation Officers in order to facilitate, among other things, procedural fairness and appropriate management of potential conflicts of interest; and
 - ensuring that persons who are the subject of a Disclosure or to whom a Disclosure relates are provided the opportunity, insofar as reasonably possible, to respond to allegations contained within a Disclosure prior to the conclusion of an investigation.

9.7 Documenting & Reporting Internally

9.7.1 The status and number of live and closed investigations undertaken by or on behalf of RAA is periodically reported by The Whistleblower Investigation Officer to the Head of Governance & Risk.

9.7.2 The Head of Governance & Risk periodically reports the matters in **9.5.1** to the Executive Management Team.

9.8 Keeping Disclosers Informed

9.8.1 Where the Discloser can be contacted (including through anonymous channels), they will be provided regular updates. However, the frequency and timeframe of updates may vary depending on the nature of the Disclosure.

9.8.2 RAA Group communicates appropriate information regarding the finalisation of an investigation to the Discloser, which could include but is not limited to recommendations made, or action taken.

9.8.3 There may be circumstances where it is not appropriate to provide details of the outcome to the Discloser.

10 Whistleblower Protections

The Whistleblower Protections set out within the Policy are available under the law and it is an offence to breach confidentiality (except in the circumstances described at paragraphs **10.2.2** and **10.2.3** of the Policy) or cause Detriment.

10.1 Protection from Detriment

10.1.1 RAA Group takes reasonable steps (in a manner most appropriate to the circumstances) to safeguard Disclosers from Detriment relating to a Disclosure by, for example:

- adhering to principles of fairness; and
- investigating and addressing circumstances where Detriment is, or may potentially be, suffered.

10.1.2 Detriment is actual or threatened harm (including psychological harm), loss, or damage to a Discloser for making a Disclosure and could (subject to the facts and circumstances) include:

- demotion, dismissal, or termination;
- loss of opportunity or bias; and
- harassment and intimidation.

10.1.3 Importantly, Detriment does not include reasonable management (or administrative) action in relation to matters including, but not limited to, unsatisfactory work performance and/or disciplinary action for Misconduct.

10.2 Identity Protection (Confidentiality)

10.2.1 RAA Group has legal obligations to preserve the confidentiality of a Discloser's identity.

10.2.2 It is illegal to identify a Discloser, or to disclose information that is likely to lead to the identification of the Discloser, unless:

- where required by ASIC, APRA, and the Australian Federal Police;

- to a legal practitioner for the purposes of legal advice; or
- where consent is provided by the Discloser.

10.2.3 Notwithstanding **10.2.2**, consent is not required where:

- a. the information does not include the Discloser's identity,
- b. RAA Group has taken all reasonable steps to reduce the risk that the Discloser will be identified from the information; and
- c. it is reasonably necessary for investigating the issues raised in the Disclosure.

10.2.4 RAA Group takes all reasonable measures to preserve anonymity and/or confidentiality by, for example:

- implementing information barriers;
- redacting and securely storing documentation; and
- segregating duties.

10.2.5 If a Discloser wishes to make a complaint relating to confidentiality, details are provided at **15** of the Policy.

10.3 Compensation and Other Remedies

10.3.1 Where a Discloser suffers Detriment due to RAA Group's failure to take reasonable precautions and exercise due diligence to prevent Detriment from occurring, compensation may be available through the Courts. Disclosers may also seek independent legal advice or contact regulatory bodies, such as ASIC, APRA, and the ATO.

10.4 Civil, Criminal, and Administrative Liability

10.4.1 A Discloser is safe from civil, criminal, and administrative liability in relation to the making of a Disclosure. However, the protections do not grant immunity for any Misconduct a Discloser has engaged in that is revealed in their Disclosure.

11 Roles & Responsibilities

11.1 The table below describes the general responsibilities under the Policy.

Role	Responsibilities
Board of Directors, RAA & RAAI	<ul style="list-style-type: none"> ▪ Ensuring the ongoing adequacy of RAA Group's Whistleblowing Management Arrangements. ▪ Receiving Disclosures (where applicable) as Eligible Recipients.
Audit Committees, RAA & RAAI	<ul style="list-style-type: none"> ▪ Delegated by the Board of Directors to ensure whistleblowing policies and procedures are established, maintained, and communicated. ▪ Receiving Disclosures (where applicable) as Eligible Recipients.
Executive Management Team	<ul style="list-style-type: none"> ▪ Receiving Disclosures (where applicable) as Eligible Recipients.
Whistleblower Protection Officers	<ul style="list-style-type: none"> ▪ Receiving Disclosures (where applicable) as Eligible Recipients. ▪ Preserving the Whistleblower Protections. ▪ Where permitted, providing information to a Whistleblowing Investigation Officer to investigate matters raised in Disclosures. ▪ Undertaking specific training.

Role	Responsibilities
	<ul style="list-style-type: none"> Providing support to Disclosers and facilitating access to support services as appropriate.
Whistleblower Investigation Officers	<ul style="list-style-type: none"> Investigating matters raised in Disclosures. Undertaking specific training.
Managers (all levels)	<ul style="list-style-type: none"> Complying with the Policy.
Head of Governance & Risk	<ul style="list-style-type: none"> Facilitating reporting to the Executive Management Team, Board Committees, and Boards as required. Managing third party service supplier engagement/s in relation to whistleblowing.
Internal Audit	<ul style="list-style-type: none"> Independently reviewing the adequacy of RAA Group's Whistleblowing Management Arrangements. Receiving Disclosures (where applicable) as an Eligible Recipient.
External Audit	<ul style="list-style-type: none"> Receiving Disclosures (where applicable) as Eligible Recipients.
Appointed Actuary	<ul style="list-style-type: none"> Receiving Disclosures (where applicable) as an Eligible Recipient.
Company Secretary	<ul style="list-style-type: none"> Receiving Disclosures (where applicable) as an Eligible Recipient.
Legal	<ul style="list-style-type: none"> Supporting the Policy by providing advice, as needed, on regulatory and legislative matters.
Stopline	<ul style="list-style-type: none"> Receive Disclosures as an Eligible Recipient as authorised by RAA Group.

12 Adherence

- 12.1** A breach of the Policy may also be a breach of conditions of employment or contract and may lead to disciplinary action in accordance with RAA Group's *Counselling Disciplinary and Termination Policy*.
- 12.2** A report that a Discloser knows to be untrue can constitute Misconduct and may result in disciplinary action in accordance with RAA Group's *Counselling Disciplinary and Termination Policy*.

13 Communication

- 13.1** The Policy:
- is made publicly available on RAA Group's website;
 - is made internally available on the RAA Group intranet; and
 - is available to any person acting for or on behalf of RAA Group.

14 Accessing More Information

- 14.1** Requests for additional information in relation to RAA Group's Whistleblower Management Arrangements, can be made anytime (including when considering whether or not to make a Disclosure) by contacting:

- a. Stopline per the details at **8.5** of the Policy; or
 - b. RAA Group:
 - **Email** whistleblower@raa.com.au
 - **Mail** GPO 1499 ADELAIDE 5001 marked 'Attention: Whistleblowing'
-

15 Making a Confidentiality Related Complaint

15.1 Complaints about confidentiality specifically relating to whistleblowing can be made to:

- a. Stopline per the details at **8.5** of the Policy; or
- b. RAA Group:
 - **Email** whistleblower@raa.com.au
 - **Mail** GPO 1499 ADELAIDE 5001 marked 'Attention: Whistleblowing Confidentiality Complaint'

15.2 If, after RAA Group has had an opportunity to investigate a confidentiality complaint, a Discloser may lodge a complaint with a Commonwealth body (such as ASIC, APRA, and the ATO) for investigation.

16 Evaluation & Improvement

16.1 The effectiveness of the Policy will be assessed as part of the RAA and RAAI Board Charters.

17 Definitions

Appointed Actuary means the person engaged by RAA Group to discharge the duties contained in APRA Standard CPS 320 *Actuarial and Related Matters*.

Associate has the meaning as defined in the *Corporations Act 2001* (Cth) and/or *Taxation Administration Act 1953* (Cth) as applicable.

Disclosable Matter involves information that the Discloser has reasonable grounds to suspect concerns Misconduct or an improper state of affairs or circumstances in relation to RAA Group.

Discloser means a person that makes a Disclosure.

Disclosure means a report made by a Discloser.

Detriment / Detrimental means actual or threatened harm (including psychological harm), injury, loss, or damage to a Discloser for making a Disclosure.

Executive Management Team means Managing Director RAA Group, General Managers RAA Group, and Chief Executive RAAI.

Misconduct means fraud, negligence, default, breach of trust, breach of duty, and gross mismanagement or waste (financial or otherwise).

Mixed Report is a Disclosure about a Disclosable Matter that includes information about Misconduct accompanied by a Personal Work-Related Grievance.

Modern Slavery has the meaning set out in the *Modern Slavery Act 2018* (Cth) and encompasses systematic abuse of human rights and exploitation within contemporary workforces. Modern Slavery refers to a range of exploitative practices including slavery, servitude, child labour, forced labour, human trafficking, debt bondage, forced marriage, and deceptive recruiting for labour or services. Modern Slavery further refers to practices where a person cannot refuse or leave work because of threats, violence, coercion, abuse of power, or deception. Modern Slavery can exist within RAA and any of its associated supply chains.

Personal Work-Related Grievance means any matter relating to an individual's employment (or former employment) having (or tending to have) implications for the Discloser personally.

Public Interest Disclosures can be made to a journalist or a member of parliament in certain, limited cases (excluding tax matters), if the following conditions are met:

- the Disclosure has been previously made to a regulatory body and that Disclosure qualified for Whistleblower Protection; and
- at least 90 days has passed since the first Disclosure was made; and
- there are reasonable grounds to believe that action is not being or has not been taken to address the disclosed matter; and
- written notification has been provided to the regulatory body to which the previous disclosure was made, explaining that there is an intent to make a Public Interest Disclosure (or Emergency Disclosure).

To make an **Emergency Disclosure**, in addition to the above, there must be reasonable grounds to believe that the information to be disclosed concerns substantial and imminent danger to the health or safety of one or more people or to the natural environment.

Whistleblower Protection/s means the safeguards afforded under the *Corporations Act 2001* (Cth) and/or *Taxation Administration Act 1953* (Cth) as applicable.

Whistleblower Provisions means those sections of the *Corporations Act 2001* (Cth) and/or *Taxation Administration Act 1953* (Cth) relating to whistleblowing.

Whistleblowing Management Arrangements means the totality of RAA Group's policies, processes, tools, and mechanisms to adequately manage Disclosures.

18 Key Associated Documents

- RAA Group Code of Conduct
- RAA Group Risk Management Framework
- RAAI Governance & Risk Management Framework
- RAA Group Fraud and Corruption Management Policy
- RAA Group Counselling Disciplinary and Termination Policy
- RAA Group Workplace Grievance and Disputes Resolution Policy
- RAA and RAAI Board Charters
- RAA Group Procurement Policy