

Third Party Property Damage Car Insurance

Product Disclosure Statement



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件,它解释了根据保单条款什麽是受保、什麽是不受保项目,以及你方和我方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读和理解英文,请向能帮助你用你熟悉的语言理解内容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件,它解釋了根據保單條款什麼是受保、什麼是不受保項目,以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文,請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੌੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when you choose us as your insurer, your premium automatically does some good.

Who this product is designed for

This product is designed for owners of a motor car, utility or van



who require:

- cover for damage they cause to another person's car or property due to the use of their own car, if they are found to be legally liable for the damage
- either no cover for their own car or limited cover for their own car for damage or loss due to fire or theft only (see Fire and theft cover option)



that meets the registration requirements in their State or Territory and is up to 3,500 kgs, Gross Vehicle Mass (GVM).

Note - Gross Vehicle Mass is the maximum weight that a vehicle can carry including its own weight, as specified by the Manufacturer.

Who it is not designed for

This product is not designed to provide cover for:

any cars that are not a standard passenger car, such as tractors, motorcycles, buses, goods carrying trucks, caravans, wheelchairs and any vehicle over 3,500 GVM



- delivering food or other goods for reward
- carrying passengers for hire, fare or reward except if used for ridesharing purposes
- as part of a car sharing service or platform for reward
- customers who require cover for:
 - Compulsory Third Party insurance (CTP), for bodily injury cover as a result of a car accident. This cover is only available under a CTP policy.
 - any loss of or damage to their car unless the 'Fire and Theft cover option' is added (see Fire and theft cover option).



If you purchase this product and it is not designed for your circumstances, you may not get:

- the value from it that you expected; or
- any value from the product at all.

This PDS does not consider *your* objectives, financial situation or needs. Before deciding to buy this policy and whether the cover is right for *you*, please consider both the PDS and *your* particular circumstances.

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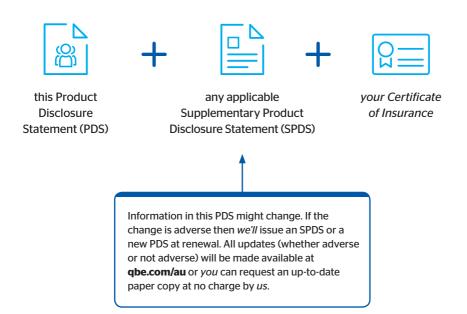


Our agreement

When *you* pay or agree to pay *your* premium, we agree to provide *you* with insurance cover under the terms and conditions set out in this policy.

Your policy documents

When you buy your policy, it will be made up of:



Receiving your policy documents

We'll normally email your policy and other related documents. We'll consider an email to be received by you when it enters your mail server, but in any event no later than 24 hours from the time it's sent out of our data system. You can choose to receive your policy documents by post and you can change your preference at any time. It's your responsibility to make sure we have your current email and mailing address on record, so you must let us know as soon as these change.

About this PDS

This PDS tells *you* about the QBE Third Party Property Damage Car Insurance policy *we* offer including the conditions and exclusions of the cover. Before deciding to buy this policy, please read this PDS to decide if the cover is right for *you*.

Words in italics have special meanings that are explained in **Definitions** located at the back of this PDS.

The amounts stated in this policy include GST unless stated otherwise.

When there is more than one insured

When there is more than one *insured* on *your policy*, we may treat what any one of them says or does in relation to *your policy* or any claim under it, as said or done by each of the *insureds*. We may rely on a request from one *insured* to change or cancel *your policy* or tell *us* where a claim payment should be paid.

Who is covered

Your policy covers anyone who drives *your car* when they meet its terms and conditions. This includes a learner driver who drives *your car* when supervised by a properly licensed driver.

Cooling off period

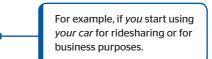
If you change your mind about your policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your policy in these circumstances, you will have no cover under the policy.

You can also cancel *your policy* outside the cooling off period, see **Cancelling your policy**.

Tell us when things change

You must tell *us* as soon as possible if any of the information on *your Certificate of Insurance* is incorrect or has changed. For example *you* must tell *us* if:

- your car is replaced or sold
- the address where your car is usually kept changes or
- there is a change to how your car is used.
- you change the number of hours your car is used for ridesharing



- you want to add to the policy any other drivers who use your car
- your contact details like email, phone number or mailing address change
- you want to add or remove the cover option.

If you don't tell us, we may reduce or refuse to pay a claim.

When you tell us about something that has changed or request a change to your policy, we will assess the change to the risk in accordance with our underwriting rules and processes. If you request any change to cover (for example, you choose to add the cover option) and we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium.

If an additional premium is required, the change to *your* cover will only become effective when:

- if *you're* paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium, or
- you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the most recent contact details you provided to us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement *Certificate of Insurance*. If you request any change to cover and we don't agree to the change, then we will let you know and the policy will continue unchanged.

Changes to your circumstances

If you tell us about a change in your car or your car's value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

Contact *us* on **133 723** to discuss potential changes in circumstances when *you* know the details of the timing and nature of the changes before they happen, to find out in advance whether *we* will be able to continue to insure *you*

- if we do not agree to the change, then we will cancel your policy and refund the unused portion of the premium.
- if we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:

Changes of these kinds sometimes alter the risk to us in such a significant way that it is no longer within our underwriting rules, and we would not have issued the policy if the request had been made before the start of the policy.

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date, then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your policy. We will use the latest contact details you provided us to notify you of the cancellation date, which will depend on factors including:

- the amount of the additional premium payable for the change;
- the premium you have already paid on your policy; and
- the remaining period of insurance.

You will not receive a refund as we will use the premium you have already paid to delay the cancellation date by as long as possible. If you pay the additional premium after we notify you but before the cancellation date, then we will no longer need to cancel your policy.

If relevant, please see *our* Financial Hardship policy available at **qbe.com/au**



What is third party property damage cover?

Your QBE Third Party Property Damage Car Insurance policy covers:

- legal liability that arises from damage to someone else's property caused by the use
 of your car. See Legal liability for details.
- the Standard Features, including the Damage caused by uninsured driver.

If you've chosen to add the **Fire and theft cover option** and it is shown on your Certificate of Insurance, we'll also cover:

- up to the amount shown on your Certificate of Insurance for loss of or damage to your car caused by fire, theft or attempted theft; and
- the features for this option explained in this policy.

Legal liability

In this legal liability section any reference to 'you' means the *insured*, any driver or any passenger of *your car*. This section explains the main cover provided by this policy. For example, if *you* crash into a parked car or someone else's house.

What you're covered for

This policy covers *your* legal liability to pay compensation which arises from damage to someone else's property, caused by the use of *your car*.

This legal liability cover also extends to:

- something falling from your car as well as the loading or unloading of your car. In this
 section, your car includes an attached trailer as well as a substitute car you're using
 because your car is being repaired or serviced by a licensed tradesperson; and
- your employer or business partner, if you were using your car in the course of your employment or business partnership.

We'll also cover clean-up costs at the scene of an accident, for which you are legally responsible.

What you're not covered for

This policy does not cover your legal liability if:

- x the claim arises from damage caused to property owned by you or in your possession or control:
- x the use of the substitute car is already covered for legal liability by another motor vehicle insurance policy;
- x the substitute car is owned by you or is a hire car;
- × you didn't have permission from the owner of the substitute car to use it;
- the claim arises from death or bodily injury; or
- x the claim is excluded by the *General Exclusions*.

The most we'll pay

The most we'll pay for all legal liability claims arising from any one *incident* is \$30,000,000. This includes GST and any associated legal costs we've agreed to pay.

Standard features covered by this policy

Damage caused by uninsured driver

We'll pay the reasonable amount it would cost to repair your car up to \$5,000, or assess your car as a total loss and pay the market value of your car, whichever is lower if:

- your car is damaged in an accident with another vehicle; and
- the driver of your car did not cause or contribute to the accident (you may be able
 to help confirm this by providing a police report, expert reports, witness statements,
 photographs or video taken at the scene); and
- you provide us the responsible driver's full name and address and the registration number of the other vehicle involved: and
- the driver of the other vehicle did not have insurance to cover damage to your car, or we cannot confirm this through our enquiries within a reasonable time.

We will not provide this cover if *you* or any driver listed on *your Certificate of Insurance* is the owner or part-owner of the car that *we* agree is responsible for the accident.

Change of car

We will automatically transfer the cover under *your* policy to a replacement car for up to 14 days from when *you* sell or dispose of *your car*.

Tell us as soon as you replace your car. We'll tell you if we can insure it and if there are any changes to your policy.

Fire and theft cover option

If we agree, you can choose to add the Fire and theft cover option for an additional premium. This option provides cover for loss of or damage to your car caused by fire, theft or attempted theft.

If you have the Fire and theft cover option, we'll pay the reasonable amount it would cost to repair your car up to the amount shown on your Certificate of Insurance, or, if your car is assessed as a total loss, we'll pay the market value of your car, whichever is lower.

Whether we agree to provide the Fire and theft cover option will depend on our underwriting rules and processes at the time. If the option has been added to your policy, it will be shown on your Certificate of Insurance.

If you choose to add the option during the period of insurance, it will only apply:

- once you've paid us the additional premium or, if you're paying in instalments by direct debit, the instalments have been adjusted to reflect the additional premium; and
- from the effective date shown on your Certificate of Insurance.

Features applicable to this Fire and theft cover option

When a claim for an *incident* covered under this option is accepted, *our* cover extends to the following features if they are directly connected to that *incident*. Any amounts payable are paid in addition to *our* claim settlement for *your car*.

Feature	✓ We will	X But not
Baby capsules and child seats	replace fire damaged or stolen baby capsules and child seats which are inside your car	if they are stolen from <i>your</i> car when the car itself isn't stolen

Feature	✓ We will	× But not
Towing and storage costs	pay the reasonable cost of towing <i>your car</i> to the nearest repairer or safe location, that we agree to pay reasonable storage costs at the agreed location	if <i>your car</i> is safe to drive
Hire car after theft or attempted theft	arrange and pay the reasonable daily cost of a suitable hire car, if your car is stolen or damaged in an attempted theft. It will be provided for up to 14 days: until your car is found and doesn't need repairs; or until repairs authorised by us are completed; or until we pay the reasonable costs to repair your car; or until we pay your claim after your car has been assessed as a total loss.	when your car is not at the authorised repairer and it's safe to drive; if you arrange a hire car without our authorisation; for any other costs related to the hire car such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction

General Exclusions

There is no cover under any section of *your policy* for any claim or damage, loss, cost or legal liability, that involves, arises from or is in connection with any of these general exclusions.

Driver

There is no cover if the driver of your car at the time of the incident was:

- driving without a valid driver's licence or not complying with their licence conditions;
- under the influence of alcohol and/or a drug (including medication);
- driving when exceeding the legal limit for alcohol and/or a drug (including medication);
- not willing to take part in a test for alcohol and/or a drug (including medication);
- driving after getting medical advice that their ability to drive a car could be compromised by their medical condition or treatment;
- someone who stole your car; or
- excluded on your Certificate of Insurance.

The above driver exclusions do not apply if you had no reason to suspect that the driver of your car did or was any of the above. In that instance, we'll cover the damage to your car that's otherwise covered under your policy, but not any legal liability arising from damage caused by that driver. If allowed by law, we may recover the cost of your car's damage from that driver.

Intentional, reckless or fraudulent acts

There is no cover for intentional, reckless or fraudulent acts by:

- you, any driver or passenger of your car, or anyone acting with your or their express
 or implied consent; or
- anyone who owns your car to any extent.

Examples of reckless acts include street racing, driving into floodwater, illegally using a mobile phone or driving at dangerously excessive speed.

This exclusion does not apply if *your car* was stolen. We reserve the right to report suspected fraudulent or other criminal acts to the police for their investigation.

Use of your car

There is no cover if your car was being used:

- to deliver food or other goods for reward;
- to carry passengers for hire, fare or reward, except when:
 - o it is unpaid carpooling or unpaid volunteering; or
 - you have told us your car is used for ridesharing and the number of ridesharing hours does not exceed that shown on your Certificate of Insurance;
- as part of a car sharing service or platform for reward;
- for a business use other than that shown on your Certificate of Insurance;
- to carry or tow a load (including a *trailer*) that was heavier than permitted by law or allowed by design specifications for the car or *trailer*, or was not properly secured;
- on a race or speedway track or in an organised event, whether or not the road was closed to public traffic;
- in preparation for, or when participating in, a race, time-trial, hill-climb or any competitive motor sport or contest;
- in a professional driver education course that involved speeds greater than 110km/h;
 or
- for any illegal purpose.

Reasonable actions and precautions

There is no cover if:

- you or the driver of your car did not take reasonable precautions to prevent loss or damage, for example:
 - leaving your car keys inside your car and leaving it unattended, such as when going to pay for petrol;
 - failing to lock your car's windows and doors when you leave it unattended;
 - continuing to drive your car after it has been damaged or is overheating; or
 - not securing your car after it has broken down, been damaged or you've been notified it has been found after it was stolen:
- you've given someone permission to use your car and they then steal it; or
- you or anyone using your car admits fault or liability for an *incident*, unless we would have provided cover under your policy anyway.

Condition of your car

There is no cover if, at the time of the incident, your car:

- did not meet registration requirements in your state or territory; or
- was unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the incident.

Other loss or damage

There is no cover for:

- tyre damage unless it's caused in an incident for which we've agreed to pay a claim;
- mechanical, structural, electronic or electrical failure, unless it's caused in an incident for which we've agreed to pay a claim;
- deterioration or wear and tear:
- depreciation;
- mould, rust or any type of corrosion;
- financial or non-financial consequential loss related to your claim, such as:
 - lost profits or income because you can't use your car;
 - loss due to delay in covered repairs because a part isn't readily available;
 - any diminished value of your car after it's been properly repaired; or
- anything set out in 'But not...' in the Features table in the Fire and theft cover option.

Operation of law, war, nuclear material or terrorism

There is no cover under any section of *your policy* for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with:

- compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
- invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war;
- mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;
- any act of terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.

Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose *us* to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for *us* to do so.



This section explains *our* claims process. For additional information about excesses and for examples of how *we* pay claims under this policy, read *our* Third Party Property Damage Car Insurance Additional Information Guide at **qbe.com/au** or call *us* on **133 723** for a copy at no charge by *us*.

In this claims section any reference to 'you' means the *insured*, any driver or any passenger of your car.

We handle many car insurance claims every day. We know that some of our customers face difficult circumstances when making a claim on their car insurance policy. In some cases, your circumstances might prevent you from strictly complying with policy terms and conditions. For example, if you are

If relevant, please see *our*Financial Hardship and/or Family
and Domestic Violence policies
available at **qbe.com/au**

badly injured in an incident that also results in a claim under this policy, then *you* may not be able to provide the assistance *we* normally need to process *your* claim.

If this applies to *you*, then *you* or *your* family should speak to *us* about *your* situation. We will consider *your* situation and see how we can help *you*.

You can ask us if your policy covers a particular loss before you actually make a claim.

What you must do after an incident

As soon as possible after an incident you must:

- take reasonable steps to:
 - prevent further damage to your car and keep it secure;
 - get the full name and address of each person involved;
 - get the registration numbers of any vehicles involved; and
- report the incident to police if your car is stolen or deliberately damaged and provide
 details of the report to us. We may need the police report number to process your
 claim or our recovery action if there is a third party who is liable for your loss.

As soon as you can after the *incident*, call *us* on **133 723** to make *your* claim, or lodge it online at **qbe.com/au**. If the situation requires urgent attention, please call *us*. *We're* available 24 hours, 7 days a week.

If, as a result of an *incident*, *you* are in urgent financial need of the benefits *you're* entitled to under *your policy*, please call *us* as soon as possible to see how *we* can assist *you*.

If you have an existing claim and need access to an interpreter, please contact your Claims Officer directly

What you must not do after an incident

We reserve the right to reduce *your* claim payment if *your* actions after an incident increase the loss or liability. If *your* actions prevent *us* from recovering a claim payment from another person who would be liable to *you* for a loss or liability that *you* suffer, then we may refuse to pay *your* claim.

To avoid your claim being delayed, reduced or refused you must not:

- admit fault or liability, except in a court or to police;
- × offer or negotiate to settle a claim;
- × authorise repairs; or
- unnecessarily delay notifying us of the incident

Cooperating with us

You must provide reasonable assistance to us, including:

- being truthful and frank at all times;
- providing us with relevant information and documents we may ask for, such as proof
 of purchase or repair quotes if needed;
- telling us promptly if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- attending one or more interviews about the claim if we ask you to;
- appearing in court and giving evidence if needed;
- making your car available for us to inspect or examine;
- taking your car, or allowing us to take it, to a place we require; and
- responding to our requests in a timely manner.

At all times *you* must refrain from behaving in a way that's improper, hostile or threatening towards *us*, *our* representatives, repairers or third parties involved in an *incident*.If *you* don't cooperate with *us* it may delay *your* claim, or *we* may reduce or refuse to pay *your* claim.

How we settle claims for covered damage to your car

If your claim for loss of or damage to your car is accepted, when it is covered under your policy, and:

- your claim is under the Damage caused by uninsured driver standard feature, we'll:
 - repair your car or pay the reasonable amount it would cost to repair your car up to \$5.000; or
 - assess your car as a total loss and pay the market value of your car up to \$5,000.
- your policy has the Fire and theft cover option added, we'll:
 - repair your car or pay the reasonable amount it would cost to repair it, up to the amount shown on your Certificate of Insurance; or
 - assess your car as a total loss and pay the market value of your car up to the amount shown on your Certificate of Insurance.

If *your* claim is for a replacement car covered under **Change of car** in this policy, *we'll* follow the same process as explained above. Except that a reference to market value will mean its fair market value just prior to the *incident*.

Repairing your car when it is covered under this policy

If your claim is accepted and we repair your car under the **Damage caused by uninsured driver** standard feature or the **Fire and theft cover option**, we'll arrange for your car to be repaired by a QBE Accredited Smash Repairer or another licensed repairer of our choice. We'll manage your car's physical repair process, including choosing the suitable repair method. If needed, our repairer will sub-contract some of the repairs.

If your car is safe to drive, you'll need to take it to our chosen repairer. If your car is not safe to drive and your claim is under the **Fire and theft cover option**, we'll arrange for it to be taken there.

If we repair your car under the **Fire and theft cover option**, we're entitled to keep any parts or materials salvaged from it.

Replacing damaged parts when we repair your car under this policy

If your car was first registered:

- less than 3 years ago, we'll use genuine new parts when they are reasonably available.
- more than 3 years ago:
 - for mechanical parts we'll only use genuine new or genuine reconditioned parts;
 - for other parts we'll use genuine new parts, unless they are not reasonably available.
 If they're not available, we'll use genuine used parts.

Replacing damaged parts when we repair your car under this policy (continued...)

Regardless of *your car's* age, *we* may use quality non-genuine parts for windscreen, sunroof, window glass, radiator or air conditioning repairs or replacements. When *we* use non-genuine parts they will:

- be consistent with the age and condition of your car;
- not affect the safety or structural integrity of your car; and
- comply with applicable Australian Design Rules.

If a certain part isn't readily available, we'll pay you the last known price of that part.

Our repair guarantee when we repair your car under this policy

We'll guarantee the quality of workmanship and materials used in repairs authorised and managed by us, for as long as the owner of your car does not change. If you have concerns about the repairs to your car you must:

- call us on 133 723: and
- allow us to inspect your car and arrange any additional repairs that we agree with you
 are needed. We will not pay for any additional repairs we don't authorise.

If additional repairs are needed and we decide that it's not economical to carry them out, your car will be assessed as a total loss. If this happens:

- while your car is still insured with us, we'll either pay the market value of your car or up
 to the amount shown under the relevant cover limit in this policy, whichever is lower; or
- after your car is no longer insured with us, we'll pay its market value (but calculated
 at the time your car is assessed as a total loss) or up to the amount shown under the
 relevant cover limit in this policy, whichever is lower.

Damaged car identification

We'll do our best to obtain replacements of damaged build, VIN or compliance plates or labels, from your car's manufacturer. If they're not available, we'll request a letter from the manufacturer confirming the identity of your car and the fact that the identifier was damaged.

We'll otherwise repair your car without replacing the damaged identification, unless the law says we must.

Paying the reasonable cost of repairs

If your claim is accepted under the **Damage caused by uninsured driver** standard feature or the **Fire and theft cover option** you've added to your policy, we'll settle your claim as explained in **How we settle claims for covered damage to your car**.

Alternatively, we'll pay the reasonable cost of repairing your car:

- if you disagree with our assessment of required repairs or their cost;
- if parts needed for repairs are not readily available;
- if we're concerned about the pre-incident condition of your car; or
- if we're concerned about the timing or conduct of repairs.

In these circumstances, we will pay your car's owner the reasonable cost of repairs or parts, up to the *market value* of *your car* or up to the amount shown under the relevant cover limit in this policy, whichever is lower.

To help determine the reasonable cost of repairs we may organise a quote and scope of repairs from an alternative licensed repairer we both agree on. This may require your car to be moved. If your car is not safe to drive and your claim is under the **Fire and theft cover option**, we'll arrange for it to be taken to that repairer.

Should a part not be readily available, we'll pay you the last known price of that part from a reputable commercial retailer at the time we settle the claim. When we pay the reasonable cost of repairing your car or reasonable cost of replacing parts for your car under this policy, you'll need to pay the applicable excess and arrange the repairs to your car.

Determining if your car is a total loss

An MVIRI Code-approved assessor will assess your car as a total loss if it is:

- damaged in a covered incident, and uneconomical to repair; or
- stolen and not found within 14 days of its theft being reported to police, and your claim is in order.

In any assessment of whether *your car* is a *total loss, we* will also have regard to the applicable State or Territory laws or regulations as to when a vehicle is considered a write off.

When your car has been assessed as a total loss:

- and your claim is under the:
 - Damage caused by uninsured driver standard feature, you'll keep your damaged car:
 - Fire and theft cover option, we'll keep your damaged car;

Determining if your car is a total loss (continued...)

- your policy comes to an end; and
- there is no premium refund as *you* have received the benefits under the policy and *we've* fulfilled *our* contract with *you*.

Paying the market value

If your car has been assessed as a total loss, we'll pay you the relevant amount explained under the heading **How we settle claims for covered damage to your car**, less the following deductions:

- any excesses that apply to your claim;
- any remaining premium instalments for the period of insurance in which the incident occurred: and
- the value of your damaged car only if we have agreed with you that you can keep it.

When your car is a total loss, and no one else has a financial interest in it, we'll pay its owner the settlement amount. If someone else has a financial interest in your car, we'll pay them what they're entitled to receive and pay the owner any balance up to the value of the claim. We will not pay any financier's late fees, interest or other administration fees. The owner will need to remove any registered security interest in your car after we settle your claim as a total loss.

Claim payments and GST

We pay claims inclusive of GST unless the owner of the car is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

There may be other taxation implications affecting *you*, depending upon *your* own circumstances. *We* recommend *you* seek professional advice.

Claims

Excesses

In most cases, *you'll* need to contribute an amount towards the cost of any claims *you* make. *Your* contribution may be made up of one or more of the following excess types. The excess types and amounts that apply to *your policy* will be shown on *your Certificate of Insurance*.

For additional information about excesses and how they apply to *your policy*, read *our* Third Party Property Damage Car Insurance Additional Information Guide at **qbe.com/au** or call us on **133 723** for a copy at no charge by us.

the basic excess applies to all claims unless we accept your claim nder: the Fire and theft cover option and you can provide us with the full name and address of the person responsible for the incident; or the Damage caused by uninsured driver standard feature.
full name and address of the person responsible for the <i>incident</i> ; or
the Damage caused by uninsured driver standard feature.
n age excess applies when the driver of <i>your car</i> is under the ge of 25 at the time of the <i>incident</i> and they cause or contribute that <i>incident</i> . It applies in addition to the basic excess and any her applicable excess for the claim.
nage excess does not apply to a learner driver.
n additional policy excess may apply to <i>your policy</i> as a result of e insurance history of <i>your car</i> or its driver. It applies in addition the basic excess and any other applicable excess for the claim.
n additional policy excess does not apply to a learner driver.
n additional driver excess may apply to <i>your policy</i> as a result of e driver's details, including their insurance history. It applies in dition to the basic excess and any other applicable excess for e claim when that driver causes or contributes to the <i>incident</i> .
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How we collect the excess

When an excess applies to your claim, depending upon the type of claim we'll:

- ask you to pay it to the repairer or supplier;
- ask you to pay it to us before we finalise the claim; or
- deduct it from any settlement amount we pay under the claim.

We will not pay for any costs that result from a delay in paying an excess.

Claims administration, going to court and recovery action

When we pay a claim under your policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid.

When we pay a claim and some of the loss isn't covered by your policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery. You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

Contribution and other insurance

When making a claim, *you* must notify *us* of any other insurance that *you're* aware will or may, whether in whole or in part, cover any loss insured under *your policy*.

If at the time of any loss, damage or liability there's any other insurance (whether issued to *you* or any other person) which covers the same loss, damage or liability *you* must provide *us* with any reasonable assistance *we* require to make a claim for contribution from any other insurer(s).

Claims

Preventing our right of recovery

If *you've* agreed with or told someone who caused *you* loss, damage or liability that *you* won't hold them responsible, then, to the extent we've been prejudiced by this act, *we* won't cover *you* for that loss, damage or liability.

Other interests

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who'll be covered by your policy. We'll protect their interests only if you've told us about them and we've noted them on your Certificate of Insurance. Any person whose interests you've told us about and we've noted on your Certificate of Insurance is bound by the terms of your policy in relation to any claim they make.



Paying your premium

Your premium is the cost of your policy. It is the amount we set by taking into account things like the chance of you making a claim under your policy, the cover options you've chosen as well as other factors including our costs of doing business. Your premium also includes GST and other applicable government fees, duties and charges.

We'll let you know how much premium you need to pay us, how to pay it and when. You must pay us your premium on time to stay covered. For more information about how we set your premium, read our Third Party Property Damage Car Insurance Additional Information Guide at **qbe.com/au** or call us for a copy at no charge by us.

We offer you several ways to pay your premium, including by direct debit which is explained below.

Paying by direct debit

You can choose to pay your premium annually or in instalments by direct debit.

If you choose to pay by direct debit, you authorise us to debit your nominated account for the agreed premium. If the scheduled debit date shown on your Certificate of Insurance is a NSW public holiday or bank holiday, we'll debit your account on the next business day. We'll give you at least 14 days' notice if we change the way the direct debit of your policy works.

You need to make sure your nominated account details are correct and up to date. This includes advising us of the expiry date of a payment card or a change to the payment method. If your nominated account details change you must tell us at least 7 days before the next instalment is due to allow us to process the change in time.

Check with *your* financial institution whether *your* account allows direct debits.

You need to have enough funds in your nominated account to allow our scheduled debit. If you don't, you'll be responsible for any fee or interest charged by your financial institution. You can also choose to stop your direct debit by contacting your financial institution.

Important - what happens if your direct debit fails

If *you've* chosen to pay *your* premium **annually** by direct debit and we *don't* receive *your* payment on time, we may cancel *your policy* as permitted by law and refuse to pay a claim.

If you've chosen to pay your premium by direct debit **instalments** and an instalment remains unpaid for one month or more, we may cancel your policy and refuse to pay a claim.

Renewing your policy

If we offer to renew your policy, we'll send you a renewal Certificate of Insurance. If you make any changes to your policy after we send you our renewal offer, and we agree to continue to insure you, we'll send you an updated renewal offer and you'll need to pay us any additional premium to ensure your cover is not affected.

If you pay your premium by direct debit

If you pay your premium by direct debit and we offer to renew your policy, we'll continue to debit your premium payments, either annually or in instalments, whichever you've previously chosen.

If you don't want to renew, you must tell us at least 7 days before your policy's end date to allow us to process the change in time.

Cancelling your policy

You can cancel your policy at any time by telling us. We can cancel your policy as permitted by law, for example when you do not pay us your premium or if you told us something that you knew to be incorrect or untrue during your application for cover.

If you've paid your premium in advance and your policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, minus any non-refundable government fees, duties or charges.

If you make a fraudulent claim on your policy, we can cancel it and we won't provide any refund.



Term	Definition
Business use	If shown on <i>your Certificate of Insurance</i> , it means <i>your car</i> is used for the stated occupation, profession or business. <i>Business use</i> also includes the use of <i>your car</i> for personal purposes. <i>Business use</i> does not mean using <i>your car</i> for paid <i>ridesharing</i> .
Certificate of Insurance	The most recent <i>Certificate of Insurance</i> we have sent <i>you</i> . It shows the information that forms the basis on which <i>we've</i> agreed to insure <i>you</i> , including information about <i>you</i> , <i>your car</i> and its drivers. <i>You'll</i> receive a new <i>Certificate of Insurance</i> when <i>you</i> buy, renew or make a relevant change to <i>your policy</i> .
Incident	An event or series of related events which cause loss or damage and results in a claim on <i>your policy</i> .
Insured	See definition of You, your, insured.
Market value	The value of <i>your car</i> in your local area immediately before the <i>incident</i> . To determine the value <i>we</i> may use recognised industry guides and consider things like the make, model, age, kilometres travelled, both factory-fitted and legal after-market modifications and accessories, and the general condition of <i>your</i> car.
MVIRI Code- approved assessor	An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.
	To assess whether <i>your car</i> is a <i>total loss</i> , we will only appoint a MVIRI Code-approved assessor.
Period of insurance	The time between the start date and end date shown on <i>your</i> Certificate of Insurance during which we have agreed to provide cover. If your policy is cancelled, or your car is a total loss and make a total loss payment, the period of insurance ends.

Definitions

Term	Definition
Policy	Your QBE Third Party Property Damage Car Insurance policy, once you have paid or agreed to pay us your premium. It is made up of this PDS, any SPDS we send you and your Certificate of Insurance.
Private use	If shown on your <i>Certificate of Insurance</i> , it means <i>your car</i> is used for personal purposes, including driving to and from work. <i>Private use</i> does not include <i>business use</i> or <i>ridesharing</i> .
Ridesharing	If shown on your <i>Certificate of Insurance</i> , it means <i>your car</i> is used solely or partially to transport people for a fee, such as through a rideshare company's booking app. <i>Ridesharing</i> also includes the use of <i>your car</i> for personal purposes. <i>Ridesharing</i> does not mean using <i>your car</i> as a taxi or for car-pooling without payment.
Suitable hire car	 A hire car that takes into account: the type and size of the damaged car the ordinary daily uses of the damaged car whether any additional safety devices were part of the damaged car, such as child seats or disability-related modifications
Total loss	See Determining if your car is a total loss for what this means.
Trailer	A trailer owned by <i>you</i> or in the control of a driver of <i>your car</i> , for example a boat trailer.
We, our, us, QBE	QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545, BECS authority no. 481326.
You, your, insured	The persons or entities named as <i>Insured(s)</i> on <i>your Certificate</i> of <i>Insurance</i> , except in the sections of <i>your policy</i> where <i>we</i> say otherwise.
Your car	The car shown on <i>your Certificate of Insurance</i> . It includes both factory-fitted and legal after-market modifications and accessories.



Privacy, complaints and other important information

Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in more detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit **qbe.com/au/privacy** or call us on **133 723**. It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Complaints

We're here to help. If you're unhappy about any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 - Talk to us

Your first step is to get in touch with the team looking after your policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide *our* team with as much information as possible so they can try to fix the problem quickly and fairly.

If you have an existing complaint and need access to an interpreter, please contact your Dispute Resolution Officer directly.

Privacy, complaints and other important information

Step 2 - Customer Care

If *your* complaint isn't resolved by the team looking after *your policy* or claim, *you* can ask them to refer your complaint on to *our* Customer Care team or *you* can contact Customer Care directly:

Phone: 1300 650 503 **Fax:** (02) 8227 8594 **Email:** complaints@qbe.com

Post: GPO Box 219, Parramatta NSW 2124

Step 3 - Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

Step 4 - Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Phone: 1800 931 678 **Email:** info@afca.org.au

Post: GPO Box 3, Melbourne VIC 3001

AFCA will inform *you* if *your* complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit **afca.org.au**

More information

You can find more information about how *we* deal with complaints on *our* website at **qbe.com/au** or *you* can call *us* on **133 723** to speak with *us* or request a copy of *our* complaints brochure at no charge by *us*.

Complaints about your direct debits

If you pay for your policy by direct debit and have a concern about your deductions, please talk to the team looking after your policy, or contact your financial institution in the first instance. If your concern isn't resolved, you can follow our complaints process.

Complaints just about privacy

If *you're* not happy with how *we've* handled *your* personal information, call *us* on **1300 650 503** or email *us* at **privacy.officer@qbe.com**.

If *you're* not satisfied with *our* response, *you* can contact the Office of the Australian Information Commissioner:

Phone: 1300 363 992

Email: enquiries@oaic.gov.au

Post: GPO Box 5218, Sydney NSW 2001

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. *You* can read the Code at **codeofpractice.com.au**

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support our Family and Domestic Violence Policy is available at **qbe.com/au**

Financial Claims Scheme

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. *You* may be entitled to access the FCS if *you* meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority on **1300 558 849** or go to **apra.gov.au/financial-claims-scheme-general-insurers**



Need help or need to make a claim?







