QBE Insurance (Australia) Limited

MMA Commercial Motor Vehicle

(GC MOT v3.1 PDS Part 1 of 2)

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麼是受保、什麼是不受保项目，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 ਜ਼ੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ 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 ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

Contents

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About this booklet

This booklet supplements, and is to be read with, the Marsh MMA Commercial Motor Vehicle (GC MOT v3.1) Policy Wording. Together, they form your Product Disclosure Statement (PDS).

This booklet contains Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service. It may also contain terms and conditions with respect to the Policy which may have the effect of amending, replacing or adding to the detailed terms, conditions or exclusions set out in the Marsh MMA Commercial Motor Vehicle (GC MOT v3.1) Policy Wording.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal.

For more information

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact your financial services provider.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) 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.

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.

About Marsh Pty Limited and Marsh Advantage Insurance Pty Limited

Marsh Pty Limited (ABN 86 004 651 512 AFS Licence No. 238 983) and Marsh Advantage Insurance Pty Limited (ABN 31 081 358 303 AFS Licence No. 238 369) are part of Marsh & McLennan Companies, the world's leader in professional services in the areas of risk, strategy and people. Marsh Pty Limited and Marsh Advantage Insurance Pty Limited are Australian leaders in insurance broking and risk management and help clients of all sizes and in every industry. Marsh Pty Limited and Marsh Advantage Insurance Pty Limited are not the insurers for this Policy.

Important Information

This Policy and PDS is issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Your Policy is an agreement between you and us, made up of:

- the PDS (consisting of this booklet and the Marsh MMA Commercial Motor Vehicle (GC MOT v3.1) Policy Wording); and
- your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

You must read these documents together because they set out the terms, conditions, limits and exclusions of your Policy.

Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If you would like to access or correct your personal information please contact us at customercare@qbe.com or on 1300 650 503.

Significant benefits and features

Own Damage and Third Party Liability cover

This covers you for:

(a) the theft of or accidental damage or destruction of your Insured Vehicle(s) during the Period of Insurance up to the specified limits;

(Refer Basis of Settlement Applicable to Section 1).

(b) your legal liability for:

(i) loss or damage to someone else's property caused in connection with the use of your Insured Vehicle(s) during the Period of Insurance up to the specified limits; or

(ii) the death of or personal injury to or damage to certain other persons in connection with the use of your Insured Vehicle(s) occurring during the Period of Insurance up to the specified limits. (Not applicable to the use of motor vehicles in the Northern Territory).

(Refer Indemnity – Section 2 Liability for details).

Fire, Theft and Third Party Liability

This provides the same cover as the first level above but Section 1 - Own Damage cover is restricted to loss or damage caused by fire and theft only.

Third Party Liability only

This only provides Third Party Liability cover under Section 2 and no own loss or damage cover.

We will also pay certain additional costs incurred in connection with a claim, subject to specified limits (see Additional Benefits to Section 1 pages 7 to 9 and Additional Benefits to Section 2 page 12).

Significant risks

This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the full PDS, including the Policy Wording carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

Your sum insured may not be adequate

You are only covered for the Sections specified as applicable in the Placing Schedule up to the amount(s), limit(s) and sum(s) insured, for the Period of Insurance specified and subject to the Policy's other terms, conditions and exclusions.

You need to make sure that you are satisfied with the extent of cover provided by this insurance. If you do not adequately insure yourself for your potential loss, you may have to bear the uninsured proportion of any loss yourself.

The cost of this policy

You must pay us the required premium by the time requested.

The total premium is the amount we charge you for this Policy. It includes the amount we have calculated for the risk and the taxes and government charges applicable.

When calculating your premium we take a number of factors into account, including:

- type of cover selected;
- the make, model and type of the insured vehicle;
- where the vehicle is garaged;
- previous insurance and claims history of the insured person and any drivers you have told us about; and
- the overall costs of doing business and other commercial factors.

How to make a claim

Full details of what you must do for us to consider your claim are provided in Part D of the Marsh MMA Commercial Motor Vehicle (GC MOT v3.1) Policy Wording. To make a claim under this Policy please contact your financial services provider.

We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim.

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.

To cancel your Policy within the cooling-off period, contact your financial services provider.

You can also cancel your Policy outside the cooling-off period, as set out in Part D of the Marsh MMA Commercial Motor Vehicle (GC MOT v3.1) Policy Wording.

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

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.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 Customer Support Policy is available at qbe.com/au

Complaints

We're here to help. If you're unhappy with 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, direct debit 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.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

Step 3 – 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 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 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 customercare@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5218, Sydney NSW 2001

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 (APRA).

How to contact APRA	
Phone:	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online:	www.apra.gov.au/financial-claims-scheme-general-insurers

Amended terms and conditions

Part D - Conditions in the Marsh MMA Commercial Motor Vehicle (GC MOT v3.1) Policy Wording, is amended to include the following clauses:

Our Choice of Repairer policy

If we repair the Vehicle Insured, we will recommend a QBE Accredited Smash Repairer or other licensed repairer we select, however you may choose any licensed repairer to repair the Vehicle Insured. You must obtain our consent before authorising the repair of the damaged vehicle, which we won't unreasonably withhold.

See **qbe.com/au** for a list of repairers with whom we have a supplier agreement.

If you choose your own repairer, you'll need to:

- get a quote from an appropriately licensed and equipped repairer of your choice,
- allow us to assess the quote and the Vehicle Insured before we authorise repairs, and
- allow us to get a quote from another repairer if we need one.

We may invite, accept, adjust or negotiate estimates or arrange to move the Vehicle Insured to another repairer acceptable to both of us.

We may not accept your repairer's estimate if we believe:

- they don't have the equipment or expertise to repair the Vehicle Insured,
- the scope of repairs may not be correct, or
- their estimate is not competitive.

Our parts policy

We may replace damaged parts with new, recycled, reconditioned or quality non-genuine parts that:

- are consistent with the age and condition of the Vehicle Insured;
- do not affect the safety or the structural integrity of the Vehicle Insured;
- comply with the vehicle manufacturer's specifications and applicable Australian Design Rules;
- do not adversely affect the post-repair appearance of the Vehicle Insured; and
- do not void or affect the warranty provided by the vehicle manufacturer.

If any part of the Vehicle Insured is damaged in an incident covered under this Policy, and is unavailable in Australia, we will reimburse you in accordance with Part B, Events, Section 1 – Loss Of Or Damage To The Vehicle Insured 1.c. in the Marsh MMA Commercial Motor Vehicle Policy Wording (GC MOT v3.1). Under no circumstances will we be liable for more than the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time we settle the claim.

General conditions

These general conditions apply to all sections of your Policy and apply in addition to the conditions which are set out in the Marsh MMA Commercial Motor Vehicle (GC MOT v3.1) Policy Wording.

A claim may be refused

We may refuse a claim, reduce the amount we pay or in some circumstances cancel your Policy if you do not comply with any of the conditions or if you make a fraudulent claim. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

Providing evidence and information

You must be able to demonstrate that you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this information if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following records:

- police reports;
- medical reports;
- proof or evidence of loss or damage;
- proof or evidence of ownership;
- receipts or tax invoices evidencing confirmation of the purchase of the vehicle and any accessories; and
- all service and repair records.

We won't pay any claim when the only proof or evidence of ownership is:

- a photograph;
- a photocopy of any documentation;
- a copy of information downloaded from the internet,

unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for.

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy 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.

References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

Taxation implications

The Policy has provisions relating to GST. In summary, they state that:

- When we make a payment to you under this Policy to obtain goods or services (or as compensation instead of a payment to obtain goods or services), we'll reduce that payment by any input tax credit (ITC) you would be entitled to on the acquisition of those goods or service.
- We'll do this even if you don't use the payment to obtain those goods or services.

The full provisions can be found in the Marsh MMA Commercial Motor Vehicle (GC MOT v3.1) Policy Wording.

If after we have assessed your claim, you are required to enter into a contract with a third party to replace or reinstate lost or damaged items that we have agreed to pay under this Policy, you will enter into that agreement with the third party as our agent unless advised otherwise.

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

General exclusions

These general exclusions apply to all sections of your Policy and apply in addition to the exclusions which are set out in the Marsh MMA Commercial Motor Vehicle (GC MOT v3.1) Policy Wording.

Health insurance exclusion

We won't pay any benefits under any section of this Policy which:

- are considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations; or
- we're prevented from paying under any law in any jurisdiction including under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth).

Sanctions limitation and exclusion

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 unlawful for us to do so.

Other terms

These other terms apply to how your Policy operates.

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. Where a payment is made to one insured under this Policy, we have no further obligations to any other insured regarding that payment.

Sending you documents

Documents relating to your insurance policy will be sent by post or email. Where you have been given the choice, they will be sent by your chosen delivery method and you can change your preference at any time.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.

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