

# **Third Party Property Damage Car Insurance**

Product Disclosure Statement



## About QBE

QBE Insurance (Australia) Limited (QBE) is a member of the QBE Insurance Group Limited (ASX: QBE), which is Australia's largest international general and reinsurance group, and one of the largest insurers and reinsurers in the world. QBE has 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 benefits. So, when you choose us as your insurer, your premium automatically does some good.*

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# About your policy

## Our agreement

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

## Your policy documents

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



this Product  
Disclosure  
Statement (PDS)



any applicable  
Supplementary Product  
Disclosure Statement (SPDS)



*your Certificate  
of Insurance*

Information in this PDS might change. We'll either send *you* a SPDS or a new PDS if the change is adverse. Other minor updates will be made available at [qbe.com/au](https://qbe.com/au) or *you* can request a paper copy.

## Receiving your policy documents

We'll normally email *your policy* and other related documents. We'll treat the time they're sent out of *our* data system as the time *you* receive them. *You* can choose to receive them by post and *you* can change *your* preference at any time.

## 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**.

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'll treat what any one of them says or does about *your policy* or any claim under it, as said or done by each of the *insureds*. We only need 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

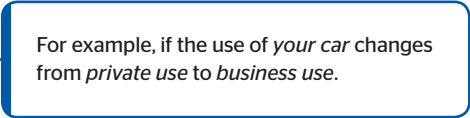
If *you* change *your* mind within 21 days of buying or renewing *your policy*, and *you* don't need to make a claim, *you* can cancel it and we'll give *you* a full refund.

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

## Tell us when things change

You must tell us immediately 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
- the address where your car is usually kept changes or
- there is a change to how your car is used.



For example, if the use of your car changes from *private use* to *business use*.

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

If we agree to the change, we'll send you an updated *Certificate of Insurance* and let you know if your premium has changed. If you do not pay us the additional premium for the change, we may reduce your *policy's* period of insurance in proportion to what you have paid, or not make the change. Alternatively, we may tell you we can no longer cover your car and that we need to cancel your *policy*, or we may not offer to renew it.



# 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.

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## Legal liability (continued...)

### What you're not covered for

This policy does not cover *your* legal liability if:

- × the claim arises from damage caused to property owned by *you* or in *your* possession or control;
- × the use of the substitute car is already covered for legal liability by another motor vehicle insurance *policy*;
- × 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
- × 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 determine *your car* is 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
- *we* determine the driver of *your car* did not cause or contribute to the accident; and
- *you* provide *us* the responsible driver's full name and address and their vehicle's registration number; 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 vehicle 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

You can choose to add this option to *your policy* for an extra cost.

If you choose to add it, it will be shown on *your Certificate of Insurance* and provide cover for loss of or damage to *your car* caused by fire, theft or attempted theft. Under this 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 determine *your car* is a *total loss* and pay the *market value* of *your car*, whichever is lower.


## Features applicable to this Fire and theft cover option

When we agree to pay a claim for an *incident* covered under this option, *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...	✗ But not...
 <b>Baby capsules and child seats</b>	replace fire damaged or stolen baby capsules and child seats which are inside <i>your car</i>	if they are stolen from <i>your car</i> when the car itself isn't stolen
 <b>Towing and storage costs</b>	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

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## Features applicable to this Fire and theft cover option (continued...)

Feature	✓ We will...	✗ But not...
 <p><b>Hire car after theft or attempted theft</b></p>	<p>arrange and pay the reasonable daily cost of a hire car which in <i>our</i> opinion meets the drivers' mobility needs, if <i>your car</i> is stolen or damaged in an attempted theft.</p> <p>It will be provided for up to 14 days:</p> <ul style="list-style-type: none"><li>• until <i>your car</i> is found and doesn't need repairs; or</li><li>• until repairs authorised by <i>us</i> are completed; or</li><li>• until <i>we</i> pay the reasonable costs to repair <i>your car</i>; or</li><li>• until <i>we</i> pay <i>your</i> claim after <i>we</i> determine <i>your car</i> is a <i>total loss</i>.</li></ul>	<p>when <i>your car</i> is not at the authorised repairer and it's safe to drive;</p> <p>if <i>you</i> arrange a hire car without <i>our</i> authorisation;</p> <p>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</p>



# 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 *we* agree *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:
  - 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 *we* agree that 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 for loss or damage arising from:

- lawful seizure, repossession or other operation of law;
- invasion, war, civil war or rebellion;
- a nuclear weapon or nuclear fuel, waste or material;
- an act of terrorism including one arising from a biological, chemical or nuclear weapon, or related pollution or contamination;
- any fine, penalty or punitive damages, against anyone who uses *your car* or a replacement car or a substitute car;
- any breach of sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of any country.



# Claims

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](http://qbe.com/au) or call *us* on **133 723** for a copy.

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

## What to do immediately after an incident

Immediately after an *incident* you must:

- 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.

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](http://qbe.com/au)

## What you must not do after an incident

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; or
- × authorise repairs.

## Cooperating with us

To help *us* process *your* claim as efficiently as possible, *you* must:

- provide *us* with relevant information and documents, such as proof of purchase, registration papers or repair quotes;
- tell *us* promptly if *you've* been contacted by someone about *your car* or claim;
- attend one or more interviews about the claim if *we* ask *you* to;
- appear in court and give evidence if needed;
- make *your car* available for *us* to inspect or examine;
- take *your car*, or allow *us* to take it, to a place *we* require;
- respond to *our* requests in a timely manner; and
- not behave in a way that's improper, hostile or threatening towards *us*.

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 *we* accept *your* claim for loss of or damage to *your car*, 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
  - determine *your car* is 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
  - determine *your car* is 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 we accept *your* claim and 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.

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 we agree are needed. We will not pay for any additional repairs we don't authorise.



If we agree additional repairs are needed and we decide that it's not safe or economical to carry them out, we'll determine *your car* is a *total loss*. If this happens:

- while *your car* is still insured with us, we'll 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 we determine *your car* is 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 we accept *your* claim 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 the circumstances above, we will pay *your car's* owner the reasonable cost of repairs, as determined by us, 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 us determine the reasonable cost of repairs we may organise a quote from another licensed repairer. 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.

When we pay the reasonable cost of repairing *your car* under this policy, you'll need to arrange the repairs to *your car*.

## Determining if your car is a total loss

We'll determine *your car* is a *total loss* if it is:

- damaged in a covered *incident*, and we conduct an assessment to determine whether it is a *total loss*, and in that assessment we determine it is unsafe or uneconomical to repair; or
- stolen and not found within 14 days of its theft being reported to police, and we are satisfied *your claim* is in order.

When we determine *your car* is 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*;
- *your policy* comes to an end; and
- there is no premium refund as we've fulfilled *our contract* with *you*.

### > Paying the market value

If we determine *your car* is 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 agree *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.

## 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](http://qbe.com/au) or call *us* on **133 723** for a copy.

<b>Basic excess</b>	<p>The basic excess applies to all claims unless <i>we</i> accept <i>your</i> claim under:</p> <ul style="list-style-type: none"><li>• the <b>Fire and theft cover option</b> and <i>you</i> can provide <i>us</i> with the full name and address of the person responsible; or</li><li>• the <b>Damage caused by uninsured driver</b> standard feature.</li></ul>
<b>Age excess</b>	<p>An age excess applies when the driver of <i>your car</i> is under the age of 25 at the time of the <i>incident</i> and they cause or contribute to that <i>incident</i>. It applies in addition to the basic excess and any other applicable excess for the claim.</p> <p>An age excess does not apply to a learner driver.</p>
<b>Additional policy excess</b>	<p>An additional policy excess may apply to <i>your policy</i> as a result of the insurance history of <i>your car</i> or its driver. It applies in addition to the basic excess and any other applicable excess for the claim.</p> <p>An additional policy excess does not apply to a learner driver.</p>
<b>Additional driver excess</b>	<p>An additional driver excess may apply to <i>your policy</i> as a result of the driver's details, including their insurance history. It applies in addition to the basic excess and any other applicable excess for the claim when that driver causes or contributes to the <i>incident</i>.</p> <p>An additional driver excess does not apply to a learner driver.</p>

## How we collect the excess

When an excess applies to *your* claim, *we'll*:

- ask *you* to pay it to the repairer or supplier;
- ask *you* to pay it to *us* before *we* process or 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 related to that claim in *your* name. *We'll* take full control of the administration, conduct or settlement of the claim, including any recovery or legal defence *we* think is needed. When seeking reimbursement in *your* name, and at *our* expense, *you'll* need to give *us* reasonable assistance.

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 *we* determine that *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.



# Paying, renewing and cancelling

## 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 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](http://qbe.com/au) or call us for a copy.*

*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 a change to the expiry date of a payment card or method. If your nominated account details change you must tell us at least 7 days before the next instalment is due.*

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.

## 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.

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.



# Definitions

Term	Definition
<b>Business use</b>	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> .
<b>Certificate of Insurance</b>	The most recent <i>Certificate of Insurance</i> we have sent <i>you</i> . It shows the information that forms the basis on which we've 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> .
<b>Incident</b>	An event which results in a claim on <i>your policy</i> , being either one occurrence or a series of related occurrences which result in loss or damage.
<b>Insured</b>	See definition of <i>You, your, insured</i> .
<b>Market value</b>	The value of <i>your car</i> in <i>your</i> local area immediately before the <i>incident</i> , as determined by <i>us</i> . To calculate the market value we 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 car</i> .
<b>Period of insurance</b>	The time between the start date and end date shown on <i>your Certificate of Insurance</i> during which we have agreed to provide cover. If <i>your policy</i> is cancelled, or we determine <i>your car</i> is a <i>total loss</i> and make a <i>total loss</i> payment, the <i>period of insurance</i> ends.
<b>Policy</b>	<i>Your</i> QBE Third Party Property Damage Car Insurance <i>policy</i> , once <i>you</i> have paid or agreed to pay <i>us</i> <i>your</i> premium. It is made up of this PDS, any SPDS we send <i>you</i> and <i>your Certificate of Insurance</i> .
<b>Private use</b>	If shown on <i>your 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> .

Term	Definition
<b>Ridesharing</b>	If shown on <i>your 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.
<b>Total loss</b>	See <b>Determining if your car is a total loss</b> for what this means.
<b>Trailer</b>	A <i>trailer</i> owned by <i>you</i> or in the control of a driver of <i>your car</i> , for example a boat <i>trailer</i> .
<b>We, our, us, QBE</b>	QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545, BECS authority no. 481326.
<b>You, your, insured</b>	The persons or entities named as <i>Insured(s)</i> on <i>your Certificate of Insurance</i> , except in the sections of <i>your policy</i> where <i>we</i> say otherwise.
<b>Your car</b>	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 free copy of it please visit [qbe.com/au/privacy](https://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 and disputes

If *you're* unhappy about any aspect of *your* relationship with *us*, including *our* representatives, products or services, please let *us* know and we'll do *our* best to put things right.

*You* can call *us* on **1300 650 503** between 9:00am and 5:00pm Sydney time, Monday to Friday on Sydney working days, or email *us* at [complaints@qbe.com](mailto:complaints@qbe.com)

We will aim to resolve *your* complaint directly, quickly and fairly.

If we are unable to resolve *your* complaint directly or quickly or if *you're* not happy with *our* resolution, then *you* can contact the Australian Financial Complaints Authority by:

**Phone:** 1800 931 678

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Post:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

More information about how we deal with complaints is available on *our* website at [qbe.com/au](https://qbe.com/au) or *you* can speak with *us* or request *our* complaints brochure.

[Continued next page...](#)

## Complaints and disputes (continued...)

If *you* pay for *your policy* by direct debit and have a concern about *your* debits, please follow *our* complaints process. *You* can also raise *your* concern with *your* financial institution.

### Complaints just about privacy

If *you're* not happy about how *we've* handled *your* personal information, call *us* on **1300 650 503**. If *you're* not satisfied with *our* decision *you* can contact the Office of the Australian Information Commissioner by:

**Phone:** 1300 363 992

**Email:** [enquiries@oaic.gov.au](mailto: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](http://codeofpractice.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](http://apra.gov.au/financial-claims-scheme-general-insurers)**



# Need help or need to make a claim?



**133 723**



**[enquiries@qbe.com](mailto:enquiries@qbe.com)**



**[qbe.com/au](http://qbe.com/au)**



**PO Box 454, Parramatta NSW 2124**