Target Market Determination (TMD)

MMA Commercial Motor Fleet

Issuer: QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239 545

Product Disclosure Statement (PDS) this TMD relates to	MMA Commercial Motor Vehicle QM9390 and Motor Vehicle Policy MMA MOT v3.1 QM9391
TMD applies to policies commencing or renewing effective from	17.01.2025
First publication date of this TMD	21.06.2022

Information included in this TMD

This TMD describes:

- the product and its key attributes
- who this product is suitable for (the target market) and who it is unsuitable for (outside the target market)
- · how this product must be distributed, including any conditions and restrictions
- · reporting obligations for distributors
- when this TMD will be reviewed.

The TMD doesn't consider a customer's personal needs, objectives, and financial situation. Customers should refer to the MMA Commercial Motor Vehicle PDS and Motor Vehicle Policy MMA MOT v3.1 PDS, and any Supplementary PDS to ensure the product is right for them.

Product Description

This product has been designed to provide the following covers for commercial vehicles.

It offers:

- Own Damage and Third Party Liability cover;
- · Fire, Theft and Third Party Liability;
- Third Party Liability only.

Before making a decision about the product, customers should read the PDS. It provides complete information about the insurance coverage, exclusions, excesses, restrictions and conditions, claims processes and the rights and obligations of the customer.

Cover: Own Damage and Third Party Liability

Target Market

This cover is suitable for customers who:

	 own: a passenger vehicle such as a sedan, hatchback, wagon,4WD, SUV, utility or van not exceeding 2 tonne carrying capacity; motorcycles.
✓	This TMD relates to vehicle types that fall within the definition of a 'motor vehicle' (and are therefore considered to be part of an insurance product provided to a person as a 'retail client') under the Corporations Act 2001 (Cth) and Corporations Regulations 2001 (Cth). Other vehicle types that are not considered to be part of an insurance product provided to a person as a retail client may be accepted under this cover.
√	 use their vehicles for: private use; business/commercial use (other than one of the usage types excluded below in the section 'Th cover is NOT suitable for customers who'); or car sharing, provided that any fares charged do not involve commercial use for profit.
√	 want financial protection for: the loss or damage occurring to their vehicle; and the loss or damage caused to another person's vehicle or property due to the use of their vehicle.
√	have a legal, equitable or ownership interest in the vehicles (which could include a bank or insolvency firm).

This cover is only suitable for customers where **all** the above apply.

This cover is **NOT** suitable for customers who:

×	want cover for vehicles that are: • watercraft of any kind; • experimental or prototype vehicles; or • aerial devices of any kind.
×	want cover for vehicles used in relation to (but not limited to): racing or speed trials; operating airside (within the airport); or carrying passengers for hire, fare or reward.
×	want financial protection for third party legal liability if their vehicles are unregistered.
×	want financial protection for third-party legal liability for registered vehicles used as a tool or plant, operating at any worksite.
×	want cover for vehicles that are not located in Australia.
×	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.

This cover is not suitable for customers where any of the above apply.

Likely Needs, Objectives and Financial Situation and Needs of Customers in the Target Market and consistency with the product's key attributes

Likely needs and objectives of customers in the target market	Key Product Attributes consistent with likely needs and objectives of the target market
Cover for damage to or theft of their motor vehicle to reduce the unexpected financial costs to repair or replace their vehicle when it is accidentally or maliciously damaged or stolen.	Provides cover for the cost to repair or replace the customer's vehicle if it is accidently lost or damaged due to incidents such as collision or impact, theft or attempted theft, weather events (such as hail, flood or storm), or malicious damage.
Cover for damage caused to another person's vehicle or property by the use of their vehicle, to reduce the unexpected financial costs they are liable to pay. Cover does not apply where the customer's vehicle is unregistered.	Provides cover for loss or damage to another person's vehicle or property the customer is liable to pay arising from the use of the customer's vehicle.

Likely financial situation of customers in the target market	Key Product Attributes consistent with the likely financial situation of the target market
Pay the premiums which may increase from year to year.	Paying the total premium in one annual payment.
Pay the excess selected and any additional excesses.	 An excess applies to all claims. Customers can choose to: pay more premium, to pay less excess at the time of a claim; or pay less premium, to pay more excess at the time of a claim.
Bear 100% of the costs that exceed policy limits and/or the value of the customer's vehicle which they have insured.	Customers may be faced with bearing all of the costs and/or loss where the additional benefits limits or amount they have insured their vehicle for have been exhausted.
Pay 100% of the costs upfront prior to being reimbursed for certain Additional and/or Optional benefits.	Customers will need to pay the costs upfront for certain additional benefits before being reimbursed, when a claim is accepted such as: Death of driver – funeral expenses; Expediting expenses; Family travel expenses; Hire vehicle after loss or theft; Return after theft; Temporary or emergency repairs; Transport of driver.

Based on QBE's assessment of the key terms, attributes and eligibility criteria, the insurance cover for Own Damage and Third Party Liability is likely to be consistent with the needs, objectives and financial situation of customers in the target market.

Other Key Product Attributes

Key Limits	
Sum Insured	Damage to the vehicle - pay for loss to the customer's vehicle, however not exceeding the market value or sum insured, or paying whichever is applicable as shown in the placing schedule.
Legal Liability Limit	\$35,000,000
Other policy limits including additional benefit sub-limits apply	The insurance cover is subject to maximum insured limits and these are set out in the placing schedule.
	Other claims limitations and conditions are specified in the PDS (and any Supplementary PDS).

Key Exclusions	
Driver	The product does not cover any loss or damage, if the vehicle was being driven by someone:
	 with the consent of the customer if, to the knowledge of the customer, the driver was not authorised under any law to be driving the customer's vehicle for the purpose for which it was being used;
	 under the influence of any illegal substance or intoxicating liquor;
	 in whose blood the level of alcohol, as shown by analysis of the person's breath or blood, is equal to or in excess of that level at which it is an offence to drive or be in charge of a motor vehicle under the relevant law in which the analysis is conducted; or
	 who fails or refuses to provide a specimen or sample of their breath, blood or urine for the purpose of analysis when required by police or any other authorised person.
Use of vehicle	There is no cover under the product for:
	 personal injury or loss of or damage to property, or loss of use of property caused by the use of any tool or plant forming part of or attached to or used in connection with the vehicle at any work site. However, this exclusion does not apply in respect of any forklift which is registered for road use;
	 the conveyance of passengers for fare, hire or reward, except under any private pooling arrangement for social or other similar purpose including travelling to and from work, provided that the total contribution made by passengers for the journey concerned does not involve any element of profit; or
	 personal injury or loss of or damage to property, or loss of use of property where the vehicle is not registered for road use when such liability is incurred.
Reasonable care	There is no cover under the product for loss by theft during or after the occurrence of an accident unless reasonable steps have been taken to ensure the safety of the vehicle and vehicle accessories.
Condition of the vehicle	There is no cover under the product for loss of use, depreciation, wear and tear, rust and corrosion, mould, mildew, structural, mechanical, electrical or electronic breakdown, failure or breakage.
Consequential loss	There is no cover under the product for consequential loss. Some examples of what QBE will not pay are loss of income, reduction in the working life of a customer's vehicle, depreciation or lessening of the value of a customer's vehicle, or loss of use of a customer's vehicle.
Claims	Repairs authorised without our consent, other than for windscreen replacement or emergency repair.
Other policy exclusions appl policy exclusions.	y. Please refer to the PDS (and any Supplementary PDS) for a complete list of

Cover: Fire, Theft and Third Party Liability

Target Market

This cover is suitable for customers who:

	 own: a passenger vehicle such as a sedan, hatchback, wagon,4WD, SUV, utility or van not exceeding 2 tonne carrying capacity; motorcycles.
✓	This TMD relates to vehicle types that fall within the definition of a 'motor vehicle' (and are therefore considered to be part of an insurance product provided to a person as a 'retail client') under the Corporations Act 2001 (Cth) and Corporations Regulations 2001 (Cth). Other vehicle types that are not considered to be part of an insurance product provided to a person as a retail client may be accepted under this cover.
√	 use their vehicles for: private use; business/commercial use (other than one of the usage types excluded below in the section 'This cover is NOT suitable for customers who'); or car sharing, provided that any fares charged do not involve commercial use for profit.
√	 want financial protection for: the loss or damage occurring to their vehicle; and the loss or damage caused to another person's vehicle or property due to the use of their vehicle.
√	have a legal, equitable or ownership interest in the vehicles (which could include a bank or insolvency firm).

This cover is only suitable for customers where **all** the above apply.

This cover is **NOT** suitable for customers who:

×	 want cover for vehicles that are: watercraft of any kind; experimental or prototype vehicles; or aerial devices of any kind.
×	 want cover for vehicles used in relation to (but not limited to): racing or speed trials; operating airside (within the airport); or carrying passengers for hire, fare or reward.
×	want financial protection for third party legal liability if their vehicles are unregistered.
×	want financial protection for third-party legal liability for registered vehicles used as a tool or plant, operating at any worksite.
×	want cover for vehicles that are not located in Australia.
×	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.

This cover is not suitable for customers where **any** of the above apply.

Likely Needs, Objectives and Financial Situation and Needs of Customers in the Target Market and consistency with the product's key attributes

Likely needs and objectives of customers in the target market	Key Product Attributes consistent with likely needs and objectives of the target market
Cover for loss or damage to the customer's vehicle to reduce the unexpected financial costs to repair or replace their vehicle, arising only from fire, theft or attempted theft.	Provides cover for costs to repair or replace the customer's vehicle, if it is accidentally lost or damaged due to fire, theft or attempted theft.
Cover for damage caused to another person's vehicle or property by the use of the customer's vehicle, to reduce the unexpected financial costs they are liable to pay.	Provides cover for loss or damage to another person's vehicle or property the customer is liable to pay arising from the use of the customer's vehicle.
Pay 100% of the costs upfront prior to being reimbursed for certain Additional and/or Optional benefits.	Customers will need to pay the costs upfront for certain additional benefits before being reimbursed, when a claim is accepted such as: Death of driver – funeral expenses; Expediting expenses; Family travel expenses; Hire vehicle after loss or theft; Return after theft; Temporary or emergency repairs; Transport of driver.

Likely financial situation of customers in the target market	Key Product Attributes consistent with the likely financial situation of the target market
Pay the premiums which may increase from year to year.	Paying the total premium in one annual payment.
Pay the excess selected and any additional excesses.	 An excess applies to all claims. Customers can choose to: pay more premium, to pay less excess at the time of a claim; or pay less premium, to pay more excess at the time of a claim.
Have the financial capacity to bear 100% of the amounts that exceed any policy limits.	Customers may be faced with bearing a proportion of the costs and/or loss where the additional benefits limits or amount they have insured their vehicle for have been exhausted.
Bear 100% of the costs to repair or replace their vehicle if it's damaged, except by fire, theft or attempted theft.	There is no cover for the customer's vehicle, except if damaged by fire, theft or attempted theft.

Based on QBE's assessment of the key terms, attributes and eligibility criteria, the insurance cover for Fire, Theft and Third Party Liability, is likely to be consistent with the needs, objectives and financial situation of customers in the target market.

Other Key Product Attributes

Key Limits	
Sum Insured	Damage to the vehicle - pay for loss to the customer's Vehicle, however not exceeding the market value or sum insured, or paying whichever is applicable as shown in the placing schedule.
Legal Liability Limit	\$35,000,000
Other policy limits including additional benefit sub-limits	The insurance cover is subject to maximum insured limits and these are set out in the placing schedule.
apply	Other claims limitations and conditions are specified in the PDS (and any Supplementary PDS).

Own damage	The product does not provide cover for damage to the customer's vehicle other	
	than by fire, theft or attempted theft.	
Driver	The product does not cover any loss or damage, if the vehicle was being driven by someone:	
	 with the consent of the customer if, to the knowledge of the customer, the driver was not authorised under any law to be driving the customer's vehicle for the purpose for which it was being used; 	
	under the influence of any illegal substance or intoxicating liquor;	
	 in whose blood the level of alcohol, as shown by analysis of the person's breath or blood, is equal to or in excess of that level at which it is an offence to drive or be in charge of a motor vehicle under the relevant law ir which the analysis is conducted; or 	
	 who fails or refuses to provide a specimen or sample of their breath, blood or urine for the purpose of analysis when required by police or any other authorised person. 	
Use of vehicle	There is no cover under the product for:	
	 personal injury or loss of or damage to property, or loss of use of property caused by the use of any tool or plant forming part of or attached to or used in connection with the vehicle at any work site. However, this exclusion does not apply in respect of any forklift which is registered for road use; 	
	 the conveyance of passengers for fare, hire or reward, except under any private pooling arrangement for social or other similar purpose including travelling to and from work, provided that the total contribution made by passengers for the journey concerned does not involve any element of profit; or 	
	 personal injury or loss of or damage to property, or loss of use of property where the vehicle is not registered for road use when such liability is incurred. 	
Reasonable care	There is no cover under the product for loss by theft during or after the occurrence of an accident unless reasonable steps have been taken to ensure the safety of the vehicle and vehicle accessories.	
Condition of the vehicle	There is no cover under the product for loss of use, depreciation, wear and tear, rust and corrosion, mould, mildew, structural, mechanical, electrical or electronic breakdown, failure or breakage.	
Consequential loss	There is no cover under the product for consequential loss. Some examples of what QBE will not pay are loss of income, reduction in the working life of a customer's vehicle, depreciation or lessening of the value of a customer's vehicle, or loss of use of a customer's vehicle.	
Claims	Repairs authorised without our consent.	

Cover: Third Party Liability Only

Target Market

This cover is suitable for customers who:

	 own: a passenger vehicle such as a sedan, hatchback, wagon,4WD, SUV, utility or van not exceeding 2 tonne carrying capacity; 	
√	motorcycles.	
	This TMD relates to vehicle types that fall within the definition of a 'motor vehicle' (and are therefore considered to be part of an insurance product provided to a person as a 'retail client') under the Corporations Act 2001 (Cth) and Corporations Regulations 2001 (Cth). Other vehicle types that are not considered to be part of an insurance product provided to a person as a retail client may be accepted under this cover.	
	use their vehicles for:	
✓	 private use; business/commercial use (other than one of the usage types excluded below in the section 'This cover is NOT suitable for customers who'); or 	
	car sharing, provided that any fares charged do not involve commercial use for profit.	
✓	want financial protection for the loss or damage caused to another person's vehicle or property due to the use of their vehicle.	
√	have a legal, equitable or ownership interest in the vehicles (which could include a bank or insolvency firm).	

This cover is only suitable for customers where **all** the above apply.

This cover is **NOT** suitable for customers who:

×	 want cover for vehicles that are: watercraft of any kind; experimental or prototype vehicles; or aerial devices of any kind. 	
×	want cover for vehicles used in relation to (but not limited to): racing or speed trials; operating airside (within the airport); or carrying passengers for hire, fare or reward.	
×	want financial protection for third party legal liability if their vehicles are unregistered.	
×	want financial protection for third-party legal liability for registered vehicles used as a tool or plant, operating at any worksite.	
×	want cover for vehicles that are not located in Australia.	
×	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.	

This cover is not suitable for customers where **any** of the above apply.

Likely Needs, Objectives and Financial Situation and Needs of Customers in the Target Market and consistency with the product's key attributes

Likely needs and objectives of customers in the target market	Key Product Attributes consistent with likely needs and objectives of the target market
Cover for damage caused to another person's vehicle or property by the use of the customer's vehicle, to reduce the unexpected financial costs they are liable to pay.	Provides cover for loss or damage to another person's vehicle or property the customer is liable to pay arising from the use of the customer's vehicle.
Cover does not apply where the customer's vehicle is unregistered.	

Likely financial situation of customers in the target market	Key Product Attributes consistent with the likely financial situation of the target market
Pay the premiums which may increase from year to year.	Paying the total premium in one annual payment.
Pay the excess selected and any additional excesses.	 An excess applies to all claims. Customers can choose to: pay more premium, to pay less excess at the time of a claim; or pay less premium, to pay more excess at the time of a claim.
Have the financial capacity to bear 100% of the amounts that exceed any policy limits.	Customers may be faced with bearing a proportion of the costs and/or loss where the additional benefits limits have been exhausted.
Bear 100% of the costs to repair or replace their vehicle if it's damaged.	There is no cover for the customer's vehicle under Third Party Liability Only except for certain circumstances under the uninsured motorist's benefit.

Based on QBE's assessment of the key terms, attributes and eligibility criteria, the insurance cover for Third Party Liability Only is likely to be consistent with the needs, objectives and financial situation of customers in the target market.

Other Key Product Attributes

Key Limits	
Legal Liability Limit	\$35,000,000
Other policy limits including additional benefit sub-limits apply	The insurance cover is subject to maximum insured limits and these are set out in the placing schedule. Other claims limitations and conditions are specified in the PDS (and any Supplementary PDS).

Key Exclusions		
Own damage	There is no cover under the product for damage to, or theft of, the customer's vehicle.	
Driver	 The product does not cover any loss or damage, if the vehicle was being driven by someone: with the consent of the customer if, to the knowledge of the customer, the driver was not authorised under any law to be driving the customer's vehicle for the purpose for which it was being used; under the influence of any illegal substance or intoxicating liquor; in whose blood the level of alcohol, as shown by analysis of the person's breath or blood, is equal to or in excess of that level at which it is an offence to drive or be in charge of a motor vehicle under the relevant law in which the analysis is conducted; or who fails or refuses to provide a specimen or sample of their breath, blood or urine for the purpose of analysis when required by police or any other authorised person. 	
	There is no cover under the product for:	
Use of vehicle	 personal injury or loss of or damage to property, or loss of use of property caused by the use of any tool or plant forming part of or attached to or used in connection with the vehicle at any work site. However, this exclusion does not apply in respect of any forklift which is registered for road use; the conveyance of passengers for fare, hire or reward, except under any private pooling arrangement for social or other similar purpose including travelling to and from work, provided that the total contribution made by passengers for the journey concerned does not involve any element of profit; or personal injury or loss of or damage to property, or loss of use of property where the vehicle is not registered for road use when such liability is incurred. 	
Reasonable care	There is no cover under the product for loss by theft during or after the occurrence of an accident unless reasonable steps have been taken to ensure the safety of the vehicle and vehicle accessories.	
Condition of the vehicle	There is no cover under the product for loss of use, depreciation, wear and tear, rust and corrosion, mould, mildew, structural, mechanical, electrical or electronic breakdown, failure or breakage.	
Consequential loss	There is no cover under the product for consequential loss. Some examples of what QBE will not pay are loss of income, reduction in the working life of a customer's vehicle, depreciation or lessening of the value of a customer's vehicle, or loss of use of a customer's vehicle.	
Other policy exclusions app policy exclusions.	y. Please refer to the PDS (and any Supplementary PDS) for a complete list of	

Distribution

This product has been appropriately designed to be distributed through Marsh Pty Ltd, ABN 86 004 651 512, AFSL 238983 (Marsh) and Marsh Advantage Insurance Pty Ltd, ABN 31 081 358 303, AFSL 238369 (Marsh Advantage). The product and the systems it is distributed through have been designed for a customer seeking insurance through Marsh and Marsh Advantage. Marsh and Marsh Advantage has taken reasonable steps to understand the key product attributes and align distribution to customers in the target market.

Distribution Restrictions	MMA Commercial Motor Vehicle – QM9390 and Motor Vehicle Policy MMA MOT v3.1 – QM9391 can only be sold by Marsh and Marsh Advantage.	
Distribution Conditions	MMA Commercial Motor Vehicle – QM9390 and Motor Vehicle Policy MMA MOT v3.1 – QM9391 can only be sold to persons that are eligible for cover in accordance with the application and/or renewal criteria that has been approved in writing by QBE and which complies with the law (Application Process).	
	The Application Process has been tailored to identify the target market described in this TMD as part of the eligibility criteria. The use of this Application Process will make it more likely that the product will be acquired by persons within the target market.	
	The Application Process is comprised of the following: Internal underwriting accreditation program; QBE Staff Monitoring program; Underwriting guidelines.	
	Distributors of MMA Commercial Motor Vehicle – QM9390 and Motor Vehicle Policy MMA MOT v3.1 – QM9391 must make this TMD available free of charge on request.	
Distribution Method	MMA Commercial Motor Vehicle – QM9390 and Motor Vehicle Policy MMA MOT v3.1 – QM9391 can be sold via direct contact between the customer and Marsh and Marsh Advantage.	
	This product is not available for customers to purchase directly from QBE including online.	

Reporting Obligations

Information	Responsible reporting person	Obligation	Information required to be reported	Reporting Period
Dealings outside the target market	Marsh and Marsh Advantage and QBE	A distributor of MMA Commercial Motor Vehicle – QM9390 and Motor Vehicle Policy MMA MOT v3.1 – QM9391 will report to QBE if it becomes aware of a dealing outside of the target market that is inconsistent with the TMD and which QBE has not already approved. QBE will report to the regulator any significant dealing outside the target market that is inconsistent with the TMD.	 the date (or date range) the dealing occurred; details about the dealing(s); any steps or actions taken to mitigate this dealing; and any steps or actions taken to stop or prevent any further dealings outside the target market from occuring. 	As soon as practicable and, by no later than 10 business days after the date Marsh and Marsh Advantage or QBE becomes aware of the dealing.
Complaints and feedback	Marsh and Marsh Advantage and QBE	A distributor of MMA Commercial Motor Vehicle – QM9390 and Motor Vehicle Policy MMA MOT v3.1 – QM9391 will report to QBE complaint and feedback information received about the product. QBE will report any complaint or feedback information received about the product.	 the number of complaints received about this product during the reporting period; and a brief summary about the nature of every complaint received and any steps taken to address the complaint. 	Every month.
Orders, direction or feedback from Regulator, Code Governance Committee or AFCA	Marsh and Marsh Advantage and QBE	Any order, direction or feedby Governance Committee or A or how it is distributed.		As soon as practicable and, by no later than 10 business days after the date the feedback, direction or order was received.
Periodic Product Reviews Outcomes	QBE	Outcomes from the Periodic Product Reviews conducted.	 Data reviewed; Data analysis outcomes; and Review outcome decisions. 	Every 2 years or sooner if the review was conducted prior.

TMD Review

Review Period	This TMD will be reviewed 12 months after the date it is first published, and it will be periodically reviewed once every 2 years thereafter.	
What may trigger a review prior to periodic	The events or circumstances that may trigger a review (prior to a scheduled periodic review date) include QBE becoming aware of:	
review	 the nature or number of complaints or feedback provided about the product's design or distribution that indicate significant or systemic issues, reasonably suggesting the TMD is no longer appropriate; 	
	 a material change to the product (including the PDS and the Application Process) or distribution conditions, or to the information or the assumptions which the target market is based on, which reasonably suggests the TMD is no longer appropriate; 	
	 a material incident in relation to the product's design and distribution which reasonably suggests the TMD is no longer appropriate; 	
	• any:	
	 change of relevant legislation, regulations or regulatory guidance; or 	
	 direction or order from a regulator, the Code Governance Committee or AFCA related to the design of the product or its distribution, 	
	that reasonably suggests the TMD is no longer appropriate;	
	 a significant dealing outside the TMD occurring that reasonably suggests the TMD is no longer appropriate. 	
	Relevant thresholds indicating possible adverse outcomes are stored within QBE's internal retail Product Governance arrangements.	