# DRIVELINE ESSENTIAL AND PLATINUM TAXI PACKAGES:

- COMPREHENSIVE COVER
- THIRD PARTY PROPERTY DAMAGE ONLY COVER

**Target Market Determination (TMD)** 

Effective Date: 15 December 2023

# About this document

This TMD applies to the **comprehensive cover** and **third party property damage only cover** described in the Product Disclosure Statements listed in Appendix 1 (**PDSs**) that have been issued by Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 (the Issuer) through its underwriting agent Global Transport & Automotive Insurance Solutions Pty Ltd ABN 93 069 048 255 AFS Representative No. 240714 (**GT**).

The purpose of this TMD is to describe the class of customers for which the products described in the PDSs have been designed, having regard to the likely needs, objectives and financial situation of that class of customers. Examples used in this TMD are illustrative only, and are not intended to be exhaustive.

This TMD is not intended to provide any financial product advice, and does not consider any individual customer's personal needs, objectives or financial situation.

This TMD does not replace the terms and conditions, and disclosures made, in the PDSs. A customer should refer to the applicable PDS before making a decision about a product.

A customer may fall within the target market described in this TMD, but may not meet the Issuer's underwriting criteria on application.

For further information on the Issuer's approach to the distribution and development of products for appropriate target markets, go to https://www.allianz.com.au.



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# A. Target Market

# Product description (including key attributes)

### Main cover(s):

#### Comprehensive cover:

This cover provides protection in respect of one or more owned or leased Taxis (as described in the PDS) for:

- the cost of the repairs to, or replacement of those Taxis arising from theft or accidental or malicious physical loss or destruction (loss or damage cover); and
- the insured and persons that drive, or are passengers in, those Taxis to cover their liability for damage or destruction to someone else's property arising out of their use of those Taxis (third party property damage cover).

### Third party property damage ONLY cover:

This cover provides protection in respect of one or more owned or leased Taxis (as described in the PDS) for:

the insured and persons that drive, or are passengers in, those Taxis to cover their liability for damage or destruction to someone else's property arising out of the use of those taxis (third party property damage cover),

BUT NOT for theft, or accidental or malicious physical loss or destruction of those Taxis.

A customer may choose whether:

- (a) all of its Taxis have either comprehensive cover or third party property damage only cover; or
- (b) some of its Taxis have comprehensive cover and other Taxis have third party property damage only.

The type of cover that applies to each Taxi will be set out in the customer's policy documentation.

### Optional cover(s):

A customer may add one or more of the following optional cover(s) to the main covers:

- Total Loss of Encumbered Taxi 10% up to 10% increase to the Total Loss Amount in the event of a total loss claim is made under the loss or damage cover to cover financing payments relating to an insured Taxi.
- Total Loss of Encumbered Taxi 20% up to 20% increase to the Total Loss Amount in the event of a total loss claim is made under the loss or damage cover to cover financing payments relating to insured Taxi.
- Hold harmless permits the insured to indemnify, hold harmless and/or release a third party for any liability incurred in connection with the occurrence of events covered by the loss or damage cover or third party property damage cover, and binds the issuer under any such indemnity, hold harmless and/or release.
- Windscreen Excess one excess free windscreen/other fixed glass per Taxi per year.

Optional covers are subject to the monetary limitations and exclusions set out in the PDS.

# criteria:

# Insured:

- operates a Taxi or Taxi business in Australia
- owns or leases one or more Taxis

## Taxis:

- are registered or licensed as a Taxi with the relevant transport authority in Australia or New Zealand;
- are used primarily on public roads;
- are used primarily in connection with the insured's business activities:
- are located in Australia or New Zealand:
- are of a make and model accepted by the Issuer;
- are roadworthy and safe to drive;
- are not used for the transportation of infectious substances or radioactive materials; and
- are not used within airports, airfields, or on rails or tracks.

At the request of a customer, the Issuer may tailor a product covered by this TMD. The key eligibility criteria may be adjusted to reflect the changes made to a product. In such cases, the changes made to a product will be specifically disclosed to, and agreed to by, the Insured and will be set out in the Policy Schedule.

#### Key exclusions:

The PDS for this cover has specific coverage and exclusions where cover will not apply, including:

- (a) at the time of the accident or liability:
  - the insured Taxi was not registered with the relevant transport authority in Australia or New Zealand;
  - the insured Taxi was not located in Australia or New Zealand;
  - the driver was not licensed for that type of Taxi, or not following licence conditions;
  - the driver was under the influence of, or exceeded the legal limit for, drugs or alcohol, or refuses a request for a test for drugs or alcohol;
  - the insured Taxi was in an unsafe an unroadworthy condition;
  - the insured Taxi was used with a number of passengers or load that exceeds the limits for which the Taxi was designed;
  - the insured Taxi was used for a non-permitted purpose, some examples include:
    - transportation of infectious substances or radioactive materials;
    - use of insured Taxi in or on water unless being transported as cargo in or on a vessel or craft made or intended to float or travel on or in water; and
    - rally driving, motor racing or other motor sport event, experiment or contest.

The key exclusions set out above that relate to:

- a driver being unlicensed or not following licensing conditions;
- a driver being under the influence of, or exceeding the legal limit for drugs or alcohol, or refusing a test; or
- an insured Taxi being in an unsafe or unroadworthy conditions,

will not apply to the insured where they can prove that they were unaware of those circumstances. However, those key exclusions will apply to the driver of the insured Taxi.

- (b) for the **loss of or damage cover**, no cover for loss or damage for:
  - advertising fixtures or signs attached to the insured Taxi;
  - depreciation;
  - wear and tear;
  - rust and corrosion and deterioration from atmospheric conditions;
  - mechanical, structural, electrical or electronic breakdowns or failures;
  - tyres or wheel rims caused by braking, road punctures, cuts or bursts;
  - pre-existing faults or damage;
  - use of incorrect fuel, coolant or additive, or use of a non-approved fuel system;
  - pre-existing damage or fixing faulty repairs unless those repairs were authorised by GT;
  - theft by hirer of an insured Taxi;
  - guidance equipment such as GPS or laser unless such equipment is specified in the Policy Schedule; or
  - consequential loss, such as financial and non-financial loss as a result of loss of use, value or life, contractual liability, penalties and aggravated, exemplary or punitive damages.
- (c) for the **loss of or damage cover**, no cover for loss or damage in connection with:
  - the carrying of asbestos.
- (d) for the **third-party property damage cover**, no cover for liability in connection with:
  - property belonging to the insured or by an employee driver of an insured Taxi, or property in the possession, custody or control of the insured;
  - use of the insured Taxi whilst operated or parked within an airport or airfield;
  - use of the insured Taxi on rails or tracks;
  - any event which is coverable under any statutory or compulsory insurance scheme or similar;
  - the use of any plant or equipment attached to any insured Taxi or any non-owned vehicle other than for driving on a public road or thoroughfare;
  - the transportation of infectious substances or radioactive materials;
  - consequential or financial loss, such as financial and non-financial loss as a result of loss of use, value or life, fines, penalties and aggravated, exemplary or punitive damage; or
  - damage caused by vibration cause by, or overweight, insured Taxi.

At the request of a customer, the Issuer may tailor a product covered by this TMD. The key exclusions may be adjusted to reflect the changes made to a product. In such cases, the changes made to a product will be specifically disclosed to, and agreed to by, the Insured and will be set out in the Policy Schedule.

See also Limitations and Ineligible Persons below.

Limitations:

#### Loss of or damage cover:

**Insured Value** – Claims are subject to monetary limits. For Total Loss, claims are subject to a monetary limit which for the:

- (a) Driveline Essential Taxi Package is the lesser of the Market Value and the Sums Insured; and
- (b) Driveline Platinum Taxi Package is the Agreed or Market Value limit,

(such limit being the Total Loss Amount).

Aggregate Limit – The amount that can be claimed for loss or damage (including amounts payable under additional benefits, optional benefits and endorsements) for any number of insured Taxi from any one event is subject to an aggregate limit of \$10,000,000 unless a higher amount is agreed and specified in the Policy Schedule.

**Fulfilment options** – claims may be fulfilled either by repair, reinstatement, replacement (if applicable) or by a cash settlement payment, depending on the circumstances.

Other limitations, conditions and additional benefits are specified in the PDS and the Policy Schedule.

Third party property damage cover:

Claims for legal liability are subject to a \$35,000,000 per event limit as specified in the PDS.

For liability arising from the transportation of certain quantities of dangerous goods a separate \$2,500,000 per event limit applies as specified in the PDS. There is no cover for the transportation of infectious substances or radioactive materials.

Claims for legal liability do not include liability that could be claimed under any compulsory or statutory policy or scheme.

Excess:

Claims are subject to the payment of premium and the applicable excess as selected by the customer and specified in the Policy Schedule.

Excess payable may be different for different types of claims, types of vehicles and age or experience of the driver.

Other key terms:

**Other benefits** – there are a number of additional benefits available under the main covers. These additional benefits are set out in the PDS and are subject to separate monetary limits and conditions set out in the PDS.

**Change of Vehicle** – the loss or damage cover also covers any replacement Taxi of a similar type up to a value of \$100,000 provided we are notified within 14 days of the purchase. Claims for acquired vehicles are subject to a separate monetary limit set out in the PDS.

# Likely needs, objectives and financial situation

## Comprehensive cover is designed for:



# Likely needs and objectives

A person or business that owns or leases one or more Taxis that are used in connection with their business activities and seek protection for:

- the financial detriment or burden resulting from accidental or malicious physical loss or damage to, or theft of, those Taxis; and
- themselves/itself (and the driver of, and passengers in, their taxis) against liabilities for accidental damage or destruction to someone else's property arising from the use of those Taxis.

# Likely financial situation

A person or business that is able to pay premiums in accordance with the chosen premium structure, and any excess in the event of a claim in accordance with the chosen excess option.



Based on our assessment of the key terms, features and attributes, the comprehensive cover is likely to be consistent with the needs, objectives and financial situation of customer's in the target market.



### Likely needs and objectives

A person or business that owns or leases one or more Taxis used in connection with their business activities and seek protection for:

 themselves/itself (and the driver of, and passengers in, their taxis) against liabilities for accidental damage or destruction to someone else's property arising from the use of their taxis,

#### Likely financial situation

A person or business that is able to pay premiums in accordance with the chosen premium structure, and any excess in the event of a claim in accordance with the chosen excess option.



**BUT NOT** loss or damage to, or theft of, those Taxis.

Based on our assessment of the key terms, features and attributes, the third party property damage **only** cover is likely to be consistent with the needs, objectives and financial situation of customer's in the target market.

# B. Ineligible Persons

# Comprehensive cover is not designed for:



A person or business:

- that does not reside in or have an establishment in Australia or New Zealand;
- that does not own or lease one or more Taxis;
- whose Taxis are not appropriately registered with the relevant transport authority in Australia or New Zealand;
- whose Taxis are not primarily used in connection with its business activities;
- whose Taxis are not primarily used on public roads;
- whose Taxis are not located in Australia or New Zealand;
- whose Taxis are unsafe or not roadworthy;
- whose Taxis are of a make or model that is not accepted by the Issuer; or
- whose Taxis are used:
  - for the transportation of infectious substances or radioactive materials; or
  - on or over water including fixed wharfs and jetties, unless a vessel or craft made or intended to float or travel on or in water: or
  - for rally driving, motor racing or other motor sport event, experiment or contest.

### Third party property damage **ONLY** cover is not designed for:



A person or business:

- that wants protection for loss or damage to, or theft of, their Taxis;
- that does not reside in or have an establishment in Australia or New Zealand;
- that does not own or lease one or more Taxis;
- o whose Taxis are not appropriately registered with the relevant transport authority in Australia or New Zealand;
- whose Taxis are not primarily used in connection with its activities;
- whose Taxis are not primarily used on public roads;
- whose Taxis are not located in Australia or New Zealand;
- whose Taxis are unsafe or not roadworthy;
- whose Taxis are of a make or model that is not accepted by the Issuer; or
- whose Taxis are used:
  - for the transportation of infectious substances or radioactive materials; or
  - on or over water unless being transported within or on a vessel or craft made or intended to float or travel on or in water; or
  - for rally driving, motor racing or other motor sport event, experiment or contest.

# C. Distribution

#### Distribution channels

Products under this TMD may be distributed through any of the following means:

- brokers
- · general advice model

All of these channels are monitored by GT (on behalf of the Issuer) and staffed by persons who have been trained in the distribution of the Products covered by this TMD and the Application Process.

#### Distribution conditions and restrictions

Products under this TMD can only be issued to customers that are eligible for that cover in accordance with the application and/or renewal criteria that has been approved in writing by GT and which complies with the law (**Application Process**). The Issuer approves the Application Process.

The Application Process has been tailored to identify the Target Market described in this TMD as part of the eligibility criteria for the Products covered by this TMD, and the use of the Application Process would make it more likely that a Product covered by this TMD will be acquired by persons in the Target Market.

Products under this TMD can be distributed directly by GT and by distributors approved by GT and the Issuer (**Approved Distributors**). Approved Distributors and their systems and processes are assessed and monitored by GT (on behalf of the Issuer), and would therefore make it more likely that the Approved Distributor will comply with the terms of this TMD.

### Distribution information

We require distributors to provide the following information in relation to their distribution of products covered by this TMD:

Complaints	GT must supply all complaint information to the Issuer on a quarterly basis unless the Issuer has requested GT to
	report more frequently.
Sales data	GT must supply all sales and customer information to the Issuer on a quarterly basis unless the Issuer has requested
	GT to report more frequently.
Significant dealings	GT must, within 10 business days, notify the Issuer if it becomes aware of a significant dealing in relation to this TMD
	that is inconsistent with this TMD.

# D. TMD reviews

This TMD shall be reviewed as follows:

First review
Subsequent reviews
Review triggers

Within 12 months from the date of this TMD.

At least every three years after the end of the previous review.

Where an event or circumstance is identified by us or is notified to us that would reasonably suggest the TMD is no longer appropriate. This may include (but is not limited to):

- a material change to the design or distribution of a product, including material changes to policy documentation or the PDS:
- a material alteration to acceptance criteria or underwriting criteria, and the Application Process;
- identified systemic issues in the product or the distribution of the product;
- relevant material external events such as relevant litigation or adverse media coverage;
- relevant feedback, information or notification received from a distributor, regulator such as ASIC or APRA or other interested parties;
- significant changes in metrics. These include sales, policy cancellations, lapses in renewals, claims, complaints and loss ratios; and
- any significant dealings that are inconsistent with the TMD,

to the extent these events or circumstances reasonably suggest the TMD is no longer appropriate.

# **Appendix**

This TMD applies to the **comprehensive cover** and the **third party property damage only cover** described in the Product Disclosure Statements (**PDSs**) listed below and any related Supplementary Product Disclosure Statements:

- Driveline Essential Taxi Package (POL911GT 12/23)
- Driveline Platinum Taxi Package (POL912GT 12/23)