




# Target Market Determination (TMD)

for Open Retail Car Insurance





This document is the Target Market Determination (**TMD**) for Open Car Insurance (**Product**) issued by the insurer, The Hollard Insurance Company Pty Limited ABN 78 090 584 473, AFSL 241436 (**Hollard**). This TMD was prepared on 1 September 2021, updated on 14 March 2025.

Open Insurance Pty Ltd, ABN 23 166 949 444, AFSL 451712 (Open) has binding authority from the insurer to issue, vary or dispose of this insurance. This means that Open acts as an agent of the insurer and not you.

## Purpose of this document

As an insurer, Hollard wants to make sure that the Product is likely to be suitable for the customers who buy it. The purpose of this TMD is to set out how Hollard does this.

A product is **suitable** for customers if it would be reasonable for Hollard to conclude that the product is likely to meet the likely objectives, financial situation and needs of those customers. This TMD describes the circumstances in which Hollard believes the Product is likely to be suitable. Customers who fit those circumstances are collectively referred to as Hollard's target market. The **target market** for this Product is set out in the text boxes throughout this TMD.

It is important to note that this TMD does not take anyone's personal circumstances into account. Even if you fit the description of Hollard's target market, and the Product is offered to you, that does not necessarily mean that the Product is appropriate for you in your personal circumstances. No one knows your situation better than you, so before you make any decisions about the Product, you should read the Product Disclosure Statement (PDS) to understand the product and decide if the Product is right for you.

Also, this TMD does not include all the factors that are considered when deciding whether to issue a policy. For example, Hollard has a set of underwriting criteria that is used to assess whether a risk is of a type or level that Hollard wishes to insure. These factors may change over time or in different circumstances. These factors are applied when deciding whether to offer, issue, renew or agree to vary a policy.

# What insurance does the Product provide?

This Product is designed to provide insurance cover for private cars. Below is a broad overview of the insurance. Before you make any decisions about the Product, you should read the PDS. It provides complete information about the insurance, including coverage, exclusions, excesses, limitations, terms and your rights and obligations.

The Product offers two levels of cover to choose from:

- **Comprehensive** (including Pay As You Drive Cover); and
- Third Party Property Damage (**TPPD**) (including Third Party Property, Fire and Theft (**TPFT**)).

An overview of each level of cover is summarised in the following table:

| Cover provided:  | Levels of cover                        |  |
|--|--|--|
|  | Comprehensive                          | Third Party Property Damage  |
| Loss or damage to other peoples' property caused by your Car if the driver is at fault   | Up to \$20 million                     | Up to \$20 million   |
| Cover for loss or damage to your Car from: <ul style="list-style-type: none"><li>• theft or attempted theft</li><li>• fire (including bushfire)</li><li>• accidents, collisions, natural events and malicious damage by others</li></ul> | <div>✓</div> <div>✓</div> <div>✓</div> | <div>Up to \$10,000 on TPFT only</div> <div>Up to \$10,000 on TPFT only</div> <div>✗</div> |
| Additional benefits as described in the PDS  | <div>✓</div>                           | TPFT only  |

When a claim is payable, you normally pay an excess. The Product includes a number of different excesses that apply in various circumstances. If more than one excess applies to a claim, they are added together to work out the total excess payable.

One type of excess is called the basic excess. When you buy a policy, you can choose your basic excess from a range of options to suit your needs. A lower basic excess may save you money if you claim on the policy but would normally increase the premium you pay to buy the policy. A higher basic excess may reduce your premium but could cost you more if you have a claim.

## What is the target market for the Product?

The overall target market for the Product is Private Car Owners. Each level of cover (and each cover option) also has its own target market within the overall target market.

In this TMD, a **Private Car Owner** is an Australian resident licensed to drive in Australia who owns a Car, or who leases a Car and is responsible for insuring the Car.

A **Car** means a passenger car, ute, or mini-van that:

- is legally registered in an Australian State or Territory;
- is mainly used for private purposes;
- is not used:
  - to earn a fee or reward by hiring out, carrying passengers, delivering goods or giving driving lessons);
  - in motor sport; or
  - in motor trade tests, trials or demonstrations;
- is driven by people who are both licensed and legally permitted to drive in Australia;

- is driven by people who meet any age restriction shown on the Certificate of Insurance; and
- is kept in good repair and is reasonably protected from loss or damage.

## What is the target market for each level of cover?

### Comprehensive

Comprehensive cover is designed to cover accidental loss or damage to your Car regardless of who is at fault, and/or accidental loss or damage caused by your Car to other people's property if the driver of your Car is at fault.

It is common for accidents to occur where the customer is at fault, writes off their own Car and also damages another car. In these cases, a customer who had chosen TPFT or TPPD cover instead of Comprehensive cover would have to pay to replace their own Car, plus the excess on their claim to cover the damage to the other car. If instead they had Comprehensive cover, they would only have had to pay the excess – they are better off by an amount equal to the value of their Car. It is likely that the difference in premium between Comprehensive cover and Third Party Property Damage cover is less than the value of the Car. Accordingly, Hollard considers that all Private Car Owners are in the target market for Comprehensive cover.

The target market for Comprehensive cover is Private Car Owners.

For Private Car Owners in that target market:

- loan or finance terms often require comprehensive insurance for the Car; and/or
- if the Car is damaged or written off, as the Car owner, you will have to pay for the Car to be repaired or replaced and also pay off the loan or finance (sometimes immediately and in full).

The target market for Comprehensive cover also includes Private Car Owners whose Car is being used as security for a loan or other form of finance.

## **Third Party Property Damage (TPPD)**

TPPD does not cover your own Car. For example, if you crash into someone else's car, and it is your fault, TPPD will pay to repair the damage to their car, but not your Car.

The target market for TPPD is Private Car Owners where:

- the Private Car Owner wants insurance to cover liability for loss or damage to other people's cars or property when the driver of their Car is at fault; and
- the Private Car Owner does not want, may not get value from, or is ineligible for, Comprehensive cover and/or TPFT cover (for example, due to the age or value of the Car or the additional premium); and
- the Car is not being used as security for a loan or other form of finance. In this case, Comprehensive cover may be required. Refer to the section on Comprehensive cover in this TMD for more details.

# **What is the target market for the relevant cover options?**

## **Market Value vs Agreed Value**

For Comprehensive cover, at the time of purchase or at time of renewal, you can select what your Car should be insured for. You can select either from a market value or agreed value.

## Market Value

If you choose Market Value, this is the maximum amount that will be paid in the event that your Car is a total loss. Market Value is the reasonable market-related value that the market would pay for your Car immediately before its loss or damage, taking into account the age, make, model, conditions and kilometres travelled by your Car and having regard to relevant industry publications and data sources to help determine the amount. The amount does not include any registration costs, stamp duty or transfer fees or allowance for dealer delivery. Market Value includes an allowance for accessories. The Market Value may be subject to a limit, which if applicable will be shown on your Certificate of Insurance.

## Agreed Value

If you choose Agreed Value, you will be provided with a range from which to select an amount that your Car is agreed to be insured for. The Agreed Value for your Car is shown on your current Certificate of Insurance, where applicable. This amount may change with each renewal. In the event of a claim, this amount may be considered the fair market value when deciding to repair or replace your Car or determining whether your Car may be a total loss.

The target market for Market Value is Private Car Owners:

- who wish to insure their Car for its market value, as reasonably determined by the insurer at the time of the claim; and
- whose Car is not worth more than the maximum market value shown (if applicable) on the Certificate of Insurance.

The target market for Agreed Value is Private Car Owners who want to insure their Car for a specified value agreed with the insurer at the time the product is purchased or renewed.

## Age restriction

For Comprehensive, TPFT and TPPD cover, you can choose to exclude cover for certain Cars where the driver is under 25 years old. This will generally reduce the cost of the Product.

The target market for the driver age exclusion option is Private Car Owners who expect that the Car will not be driven by someone who is under 25.

## Pay As You Drive Cover

Pay As You Drive Cover is an option designed to provide Comprehensive cover at a lower premium for Cars that are expected to be driven no more than 15,000 kms per year.

Your Certificate of Insurance includes an “end odometer reading” (according to rules set out in the PDS). If at the time of a claim, the Car has travelled more than the end odometer reading, or the odometer is faulty or has been replaced without notifying Open, an additional excess of \$1,000 applies to the claim.

The target market for Pay As You Drive Cover is Private Car Owners in the target market for Comprehensive cover who expect to drive no more than 15,000 kms per year.

## Hire Car Cover

Hire Car Cover is an optional cover available with Comprehensive cover.

You get Hire Car After Theft cover automatically with Comprehensive cover. This cover applies if the Car is stolen. It contributes to the cost of hiring a replacement car until the stolen Car is recovered and repaired or replaced or you are paid a claim for the theft. The cover pays up to \$70 per day for up to the maximum hire period of 14 days.

Hire Car Cover is an optional extra which helps pay for a hire car after other insured events such as fire, natural events and car accidents, and extends the hire car period covered for theft. It contributes to the cost of hiring a substitute car for use while your Car is being repaired or replaced after an insured event. The cover pays up to \$70 a day for up to the maximum period specified in the Certificate of Insurance. An additional premium is payable for this cover.

Hire Car Cover does not necessarily cover the full daily cost of hiring a similar car to your insured Car (for example, if your insured car is a large car, a luxury car or a specialist vehicle), and may not cover the full period that a hire car is needed if it is longer than the maximum number of days covered.

The target market for the optional Hire Car Cover is Private Car Owners who are in the target market for Comprehensive and who are likely to want a hire car in the circumstances covered by the option.



## **Excess-free Windscreen Cover**

Excess-free Windscreen Cover is an optional cover available with Comprehensive cover.

If your front windscreen is damaged and it is the only damage claimed, excess-free windscreen cover means you do not need to pay the excess when you claim for that damage. You can only make one excess free claim per period of insurance (usually one year).

The target market for Excess-free Windscreen Cover is Private Car Owners who are in the target market for Comprehensive if the additional premium for the cover is less than the likely excess applicable to a claim for windscreen damage.

## **Excess-free Kangaroo Damage Cover**

Excess-free Kangaroo Damage Cover is an optional cover available with Comprehensive cover.

If your car is accidentally damaged due to a collision with a kangaroo or other animal and it is the only damage claimed, excess-free kangaroo cover means you do not need to pay the excess when you claim for that damage. You can only make one excess free claim per period of insurance (usually one year).

The target market for Excess-free Kangaroo Damage Cover is Private Car Owners who are in the target market for Comprehensive if the additional premium for the cover is less than the likely excess applicable to a claim for kangaroo (or other animal) damage.

## **Sports Gear Cover**

Sports Gear Cover is an optional cover available with Comprehensive cover.

If any of the sports gear as defined in the PDS is accidentally lost or damaged as a result of the insured events as set out in the PDS, you will be provided with up to \$3,000 of cover per period of insurance. An excess of \$250 will apply to each and every claim.

The target market for Sports Gear Cover is Private Car Owners who are in the target market for Comprehensive cover who want to have additional cover for sports gear (as defined in the PDS) up to a value of \$3000 less the \$250 excess.

## **Third Party Property, Fire and Theft (TPFT)**

TPFT is an optional cover available with TPPD cover designed for Cars that are valued at \$10,000 or lower.

TPFT provides cover for damage caused to your Car from fire, theft or attempted theft up to the market value of your Car or \$10,000 (whichever is lower).

TPFT does not cover your own Car for accidents, natural events (other than bushfire) or malicious damage. For example:

- if you crash into someone else's car, and it is your fault, TPFT will pay to repair the damage to their car, but not your Car; or
- if your Car is damaged in a natural event (other than bushfire), TPFT does not provide any cover.

The target market for TPFT is Private Car Owners where:

- the Private Car Owner wants insurance to cover:
  - liability for loss or damage to other people's cars or property when the driver of their Car is at fault; and
  - loss or damage to their own Car caused by fire or theft; and
- the Private Car Owner does not want, may not get value from, or is not eligible for:
  - Comprehensive cover (for example, due to the age or value of the Car or the additional premium); and

- TPPD cover (for example, due to the value of the Car or because TPPD does not offer the additional benefits available with TPFT); and
- the market value of the Car is:
  - more than the cost of the premium plus the expected total excess that will likely apply to a claim on the policy; and
  - less than or equal to \$10,000; and
- the Car is not being used as security for a loan or other form of finance. In this case, Comprehensive cover may be required. Refer to the section on Comprehensive cover in this TMD for more details.

## **Roadside Assistance**

Roadside Assistance is an optional emergency roadside assistance service that Open can assist in setting up for you when you purchase Comprehensive or TPPD cover. The optional service is provided by a third party and not by Hollard or Open, Open just collect the fee for the service provider if you choose to purchase the service. The provider does not consider that Roadside Assistance is a financial product.

## **Distribution conditions**

Hollard has a range of supervision and monitoring procedures and contractual arrangements with Open to help ensure that customers purchasing and renewing the Product are only offered Products if they are likely to be in the target market for the relevant levels of cover and options.

## New policies

The Product is sold through Open via a digital or online quote-line, and through its call centres.

Before you purchase the Product, you will be asked a series of questions designed to help Open decide:

- if you are in the target market for the Product and the relevant levels of cover and options;
- if you meet Hollard's underwriting guidelines; and
- what premium you should be charged.

## Renewals

Before a policy expires, Open will consider:

- the information you previously provided to Open;
- how long it has been since you provided or updated that information;
- likely changes in the market value of the Car; and
- other potential changes.

Based on this information Open will consider whether it is likely that you are in the target market for your current level of cover, whether you will be offered renewal, and if so whether an offer to renew at the same level of cover or a different level of cover is made. In making this determination, regard to the likely impact on customers of offering cover to customers who are not in the target market and of other various alternatives will be given.

Open will then contact you to confirm the information held that is relevant to assessing whether you are in the target market, offer to renew your policy (or notify you that renewal will not be offered), and ask you to contact Open if there are any changes or questions. If Open determines that you are not likely to be in the target market for your current level of cover, or if Open offers a different level of cover on renewal, or if Open declines to renew, this will be explained clearly and prominently.

If, having been sent the renewal communication, you contact Open with any changes or instructions, accept the renewal offer and/or allow a renewal to proceed on the terms offered, this will be taken into account in determining whether you are likely to be in the target market.

# TMD Reviews

Hollard will review this TMD regularly to make sure it remains appropriate. The first review will be within 12 months of the date it is prepared, and then within 3 years of completion of the previous review thereafter.

As well as Hollard's regular reviews, additional reviews may be triggered if Hollard determines that there has been an event or circumstance that reasonably suggests that this TMD needs to change. This would be the case if it is no longer reasonable to conclude that:

- if the Product is issued to a customer in accordance with the distribution conditions, it would be likely that the customer is in the target market; or
- the Product is likely to be suitable for customers in the target market.

Review triggers could be identified from:

- changes to the Product terms;
- compliance incidents and internal audit findings;
- information received from and/or in relation to distributors (see below);
- changes to Hollard's underwriting guidelines, pricing, or reinsurance requirements; and
- feedback and policy from ASIC, AFCA, Code Governance Committee and/or other relevant bodies.

Hollard takes reasonable steps to monitor relevant information (including the information referenced above) and other metrics to assess if our TMD needs to be reviewed and reassessed.

# Reporting obligations

Open is required to report the following information to Hollard at the following times:

| Reportable matter   | When   |
|---|--|
| The number of policies sold or renewed that are not within the target market.                                 | As soon as practicable after becoming aware of the matter, and no later than 10 business days. |
| The number of policies sold, including penetration rates.   | On an annual basis.  |
| Responses and response rates on customer communications (including renewals).                                 | On an annual basis.  |
| Customer testing and surveys.   | On an annual basis.  |
| Lapse rates and cancellation rates.   | On an annual basis.  |
| Product claim ratios.   | On an annual basis.  |
| The number, nature and magnitude of paid, denied and withdrawn claims.  | On an annual basis.  |
| Data on why claims have been withdrawn or denied.   | On an annual basis.  |
| The Product is issued to a customer in breach of the distribution conditions or outside of the target market. | As soon as practicable after becoming aware of the matter, and no later than 10 business days. |
| The nature and number of complaints received about the Product in the reporting period.                       | On a monthly basis.  |
| If there are any significant dealings that are inconsistent with the TMD.                                     | As soon as practicable after becoming aware of the matter, and no later than 10 business days. |
| Any compliance incident relating to the Product or its distribution.  | As soon as practicable after becoming aware of the matter, and no later than 10 business days. |