



QBE Insurance (Australia) Limited

Motorcycle Insurance

**Product Disclosure Statement and
Policy Wording**

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

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Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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Our commitment

In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

Important Information and Notices

About our Product Disclosure Statement and insurance policy wording

This document is a Product Disclosure Statement (PDS) and is also our insurance policy wording. Other documents may comprise our PDS and we will specifically tell you if this is the case in the relevant document.

This document contains important information to help you understand this insurance. It is up to you to choose the cover you need. This document contains information which can help you decide. Any advice in this document is of a general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if this insurance is right for you.

What you should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for you, it is important that you read:

- all of this Important Information and Notices part - this information is designed to help you understand this insurance and your rights and obligations under it;
 - the Motorcycle Insurance part which commences on page 21. It tells you about:
 - what makes up the insurance (i.e. your contract with us which we call a policy);
 - important definitions that set out what we mean by certain words;
 - the cover we can provide (see Sections 1, 2 and 3);
 - what excesses you may have to pay (see Section 4);
 - when you are not insured (see Section 5);
 - what you and we need to do in relation to claims (see Section 6);
 - the other conditions which apply to the insurance and that you must comply with (see Section 7);
 - your and our cancellation rights (see Section 8);
 - the relevant proposal form you need to complete to apply for cover (if applicable);
-

- any schedule (refer to the definition of schedule on page 25) when it is issued to you; and
- any other documents we may give you which vary our standard terms of cover set out in this document.

These documents should be read carefully together. It is important that they are kept in a safe place.

Summary of Cover and Significant Benefits and Risks

The following is a summary only and does not form part of the terms of your insurance. We give examples of some of the significant benefits and risks, but you need to read the Motorcycle Insurance part of this document, which sets out the terms and conditions of this insurance, to make sure it matches your expectations.

References to Section numbers refer to the Section in the Motorcycle Insurance part of this document.

What Are You Covered For?

You can select one of the following covers:

- Comprehensive; or
- Third Party Only; or
- Third Party, Fire & Theft; or
- Fire & Theft.

Comprehensive

This insurance is designed to cover you if your insured bike is stolen or accidentally damaged during the period of insurance anywhere in Australia up to the amount of the sum insured or other specified limit (see Section 1 for details of the available cover and any limits that apply to it).

Your cover includes the following additional benefits up to the specified limits - Replacement Bike, Travelling Expenses, Emergency Accommodation, Motorcycle Apparel Cover, Trailer Cover, Keys and Locks Cover, Hire Vehicle cover following a theft, Lifetime Guarantee of Repairs, Rider Training and Protected No Claim Bonus (see Section 3 for any limits that apply).

We also cover you (and certain other persons we specify) for legal liability for damage to another person's property directly caused by a part of your bike, goods falling from your bike or the loading or unloading of your bike. The event causing liability must occur during the period of insurance and in Australia (see Section 2 for details of the available cover and any limits that apply to it).

Third Party Only

This insurance covers you (and certain other persons we specify) for certain legal liability only, as described in the Comprehensive Section above (see Section 2 for details of the available cover and any limits that apply to it).

Third Party, Fire & Theft

This insurance is similar to the Comprehensive Section above except that the accidental damage cover is limited to when the incident is fire. Some additional benefits in Section 3 may also not be available (see the endorsement section of any schedule we issue to you).

Fire & Theft

The insurance covers you for fire and theft only. Theft of your bike is only covered when it follows forcible and violent entry into your securely locked and nominated premises. This cover is intended for unregistered motorcycles (see the endorsement section of any schedule we issue to you).

Monetary Limits On The Cover

We can insure you up to the amount of the sum insured for your insured bike for the insured events listed. The sum insured for your bike is the amount shown on the schedule. It can be either:

- **Market value** - at the time of an accident or total loss we will pay up to the market value for your bike (please refer to definitions for the definition of "market value").
- **Agreed value** - a value agreed at the time this insurance is taken out and is shown on your schedule (please refer to definitions for the definition of "agreed value")

The legal liability cover insures you up to a set limit of liability which is shown on the schedule.

Excesses may apply. See payment of excesses section.

Claim payments and GST

We pay claims inclusive of GST unless the owner of the bike 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.

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

Unless we say otherwise, all amounts in your Policy are inclusive of GST.

Payment of Excesses

Excesses may also apply to any claim under this insurance.

An excess is an amount you have to pay each time you make a claim. An excess will be applied for each accident or event where a claim is made.

A description of excesses that may apply are detailed in Section 4 but in summary:

- Standard bike excess - this is the first amount you have to pay;
 - Age excess - under age 25 - is an additional amount which applies if the rider at the time of the incident is within the age group for the specified excess;
 - Undeclared rider excess - is an additional amount that applies if your bike is being ridden by a person who is not named on the schedule as a rider;
 - Inexperienced rider excess - is an additional amount that applies when the rider at the time of the incident has not held an Australian motorcycle licence for 3 or more years;
 - Imposed excess - which will be shown on the schedule;
 - Named rider excess - which applies when one of the riders listed on the schedule has this excess showing against their name and your bike is being ridden by that person at the time of the incident;
 - Voluntary excess - is an additional amount you have elected to pay in exchange for a reduced premium;
 - Theft excess - which will be shown on the schedule.
-

Other excesses may apply and these will appear as an endorsement on the schedule. We will tell you the amount of any excesses when you apply for cover. They may vary according to a number of factors, such as your risk location and your insurance history.

What You Are Not Covered For

There are certain times when this insurance may not provide cover.

Some events we may not cover include:

- when your bike is not registered (see Section 5.4);
- when the rider is under the influence of drugs or alcohol (see Section 5.3);
- when your bike is in an unsafe, unroadworthy or illegal condition (see Section 5.5);
- when the damage is the result of normal wear and tear, rust or corrosion to your bike (see Section 5.1);
- loss or damage to non-standard accessories or modifications not shown in the schedule (see Section 5.1);
- when your bike is being used on a race track, speedway, in a rally or in preparation for a time trial or hill-climb (see Section 5.4).

These are only some of the events that are not covered by this insurance. Please read the Motorcycle Insurance Cover part of this document which sets out the exclusions to make sure the cover we provide matches your expectations. Other exclusions may apply and these will appear as an endorsement on the schedule. They may vary according to the type of cover you choose.

We may also refuse to pay or reduce the amount we pay under a claim:

- if you do not comply with the cover conditions (please read the Motorcycle Insurance part of this document for details of the conditions to make sure you understand your obligations);
- if you do not comply with your duty of disclosure; or
- if you make a fraudulent claim.

We can also cancel your policy in certain situations permitted by law.

For example, if you breach your duty of disclosure or a condition of the insurance (see Section 8 for details).

Some important things to remember are:

If you move or change the place where you garage your bike and do not tell us - You must notify us when you change your place of residence or if you change the regular overnight parking situation of your bike. This insurance and the premium payable is based on the address you have provided at which your bike is garaged or parked, and which is shown on the schedule. You may have to pay an additional premium or have your policy conditions altered as a result of changing your address and/or your regular overnight parking situation.

Total loss - When your bike is a total loss and we have paid out the sum insured or replaced your bike, this insurance ceases. If you purchase another bike, this requires a new insurance contract commencing at that time with an applicable premium.

Overdue Premium - You must pay your premium on time otherwise your insurance may not operate. If you have not paid by the due date or your payment is dishonoured we may cancel the policy. We will do so by providing you with written notice.

Renewing your insurance - When renewing your insurance with us you must also advise us of any changes to your claims, riding/driving, or criminal history. We will notify you in writing of any effect a change may have on your insurance renewal.

Please read the Motorcycle Insurance part of this document which sets out details of the conditions to make sure you understand your obligations, as these are only some examples.

Applying For Cover

Based on the information you provide when applying for this insurance, we may be able to offer cover and terms specific to you.

Once we have agreed to cover you (we tell you when), we will issue you with a schedule confirming this, including the following information:

- the year, make, model and registration number of the insured bike;
-

- the type of cover you have selected;
- the sum insured of your bike and whether it is insured at agreed value or market value;
- individual specified accessories and/or modifications; nominated regular riders;
- excess(es) applicable;
- premium including taxes and charges.

If you have made no claims under this insurance and renew with us, you may be entitled to a no claim bonus. You will be told if any discount applies in any renewal invitation.

The Cost Of This Insurance

In order to calculate your premium, we take various factors into consideration, including:

- the sum(s) insured;
- the type of cover you require;
- the year, make and model of the bike being insured;
- your residential address and the address where the bike is garaged or stored;
- any no claim bonus to which you may be entitled;
- the age of the main rider and any other riders, as well as their driving/riding and criminal history.

The premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST and any Fire Service Levy (where applicable).

No Claim Bonus

You may qualify for no claim bonus when you have a good claims history. The no claim bonus is a discount we apply to the premium we calculate before optional extras, government charges, adjustments if you choose any voluntary excess and other discretionary discounts that may apply.

How is your No Claim Bonus determined when you buy a new policy?

When you buy a new comprehensive policy, we ask you to tell us what no claim bonus you had with your previous insurer.

The no claim bonus levels we have are:

No Claim bonus Levels	Discount
Rating 1, 5 years (maximum)	Up to 60%
Rating 2, 4 years	Up to 50%
Rating 3, 3 years	Up to 40%
Rating 4, 2 years	Up to 30%
Rating 5, 1 year	Up to 20%
Rating 6, Nil	0%

What happens to your No Claim Bonus when you renew your policy?

If you don't make any claims during the preceding period of insurance, your no claim bonus will be increased by up to one rating level at renewal. This will continue until you reach our highest level of Rating 1.

On renewal your no claim bonus may be reduced based on the number of claims and the type of claim(s) you have made under this policy.

The table below explains how your no claim bonus is affected by different claims in a period of insurance:

Type of claim	Effect on no claim bonus discount at renewal
<p>No claims</p> <p>Or</p> <p>Only Claims where your motorcycle did not cause or contribute to the incident claimed and you are able to provide us with:</p> <ul style="list-style-type: none"> - the full name and address of each responsible person involved in the incident, and; - each vehicle's registration number, if they were using a vehicle. 	<p>Your discount increases by one rating level, up to the highest level of Rating 1.</p>

Type of claim	Number of claims in one period of insurance	Effect on no claim bonus discount at renewal
Any other claims	One claim	Your discount increases by one rating level, up to the highest level of Rating 1.
	Two claims	Your discount decreases by two rating levels.
	More than two claims	Your discount decreases by one rating level for each subsequent claim.

Each year we re-calculate your premium. Your premium may still change due to underwriting and other factors.

21 Day Cooling Off Period

If you change your mind about your policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your policy in these circumstances, you will have no cover under the policy.

To cancel your policy within the cooling off period, you can write to us or email us at motorcycle.enquiries@qbe.com

You can also cancel your policy outside the cooling off period, (see Section 8 for details).

Confirming Transactions

You may contact us in writing or by phone to confirm any transactions made under your insurance if you do not already have the require insurance confirmation details.

How To Make A Claim

Please contact QBE to make a claim. We have a Claims Hotline that you can contact on 1300 365 354.

You should advise us as soon as possible of an incident which could lead to a claim.

Having the required documentation and possibly photographs of the items will assist in having your claim assessed and settled.

When you make a claim you or an insured person must:

- provide relevant details of the incident and complete any claim forms when required;
- allow us to inspect and if we wish, take possession of your bike;
- return the completed claim form together with all letters or documents that you have been asked to provide;
- take all reasonable steps to reduce the loss or damage and to prevent further loss or damage;
- inform the police as soon as possible when required to do so by law or when the incident is theft or malicious damage; and
- you should not get repairs done until we give you authority and we reserve the right to choose the repairer or supplier.

These are only some of the things that you must do if making a claim. Please read Section 6 of this document which sets out claims information and what you must do if making a claim.

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

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Policy is available at qbe.com/au

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 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 copy at no charge by us, please visit qbe.com/au/privacy or contact our Customer Care Unit.

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

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 - Talk to us

Your first step is to get in touch with the team looking after your policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

Step 2 - Customer Care

If your complaint isn't resolved by the team looking after your policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

Step 3 - Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

Step 4 - Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's Customer Care Unit, AFCA or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> • complaints@qbe.com, to make a complaint. • privacy@qbe.com, to contact us about privacy or your personal information. • customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.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.

How to contact APRA

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

Updating Our Product Disclosure Statement

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, simply by calling us.

Need Assistance?

If you have any questions or are unsure about any aspect of this insurance product please ask QBE Insurance staff for assistance.

Our Contact Details

If you need to contact us or you have any questions or you would like any further information regarding this insurance, refer to our contact details on the schedule or call us on 1800 24 34 64.

Motorcycle Insurance

It is *very important* that you read our policy carefully and make sure you are satisfied with this insurance.

NOTE

BLUE BOXES contain additional information to help you understand your policy. The information in these boxes does not form part of the policy wording.

What Makes Up This Policy

This policy and the schedule must be read together as they form your insurance contract.

Important Note: Sometimes we need to change the wording of your policy because the insurance varies depending on a number of factors. We do this by adding what is called an endorsement. You will find all endorsements that apply to your policy printed on your policy schedule.

This policy sets out what you are insured for and those circumstances where you will not be insured.

Those circumstances where you will not be insured have a *highlighted* background and words in italics.

Some words and expressions have a specific meaning in this policy. You will find their meaning in Definitions section on page 23.

The headings, sub headings and boxes containing additional information do *not* form part of the terms of this policy but are there to help you read and understand it.

You Pay The Premium - We Insure You

Provided we receive the premium, we will insure you as set out in this policy and the schedule in respect of an incident occurring during the period of insurance.

Where You Are Insured - Australia Only

This policy only insures you for an incident occurring in Australia or while your bike is being transported within Australia.

You Must Disclose All Riders

You are asked at the time you take out this insurance to give us full and correct details of all riders who are likely to use your bike once a month or more, including:

- any loss, cancellation or suspension of drivers licence;
- claim made;
- motor vehicle or motorcycle accident, theft or fire;
- criminal conviction or finding of guilt for an offence;

because any of these may affect the premium and extent of insurance.

For example we may be entitled to:

- charge you an additional premium;
- impose (back-dated) restrictions including declining your insurance back to when this information should have been advised to us;
- decline to insure a particular rider;
- refuse a claim.

When renewing your policy with us, you must also advise us of any changes to the driving, claims or criminal history of all riders. We will notify you in writing of the effect such changes may have on your renewal.

Changes To The Information You Have Given Us

It is important to advise us of any changes in the details of the information you have given us, otherwise your insurance may be affected. Changes would include:

- a change to the ownership of your bike;
 - a change to the bike you wish to be insured by this policy;
 - a new regular rider of your bike;
 - a modification to your bike;
 - a change to the use of your bike;
 - the addition of a non-standard accessory;
 - a change to the registration of your bike.
-

If you wish to insure any fitted non-standard accessory or modification, each one must be advised to us for our acceptance which we will confirm by issuing an alteration advice.

Please note that we may require you to pay an additional premium as a result of any of these changes.

Definitions (The Meaning Of Some Words)

Some words and expressions in the policy have a specific meaning which is given below.

“agreed value” means the amount shown on the schedule we have agreed to insure your bike for.

“alteration advice” means a written notice about any alteration to the insurance under this policy.

“driving licence” means a licence or permit to ride that is in force and held by you or an insured person at the time of the incident and is current for the class of your bike.

“drugs” means any illegal substance or non-prescribed drug which when used impairs a person’s faculties.

“family” means:

- spouse or partner;
- a parent, grandparent, brother, sister, child or grandchild (including in each case half, step, or adopted relationships) of an insured person;
- a person who normally lives with an insured person.

“incident” means an event which results in a claim on this policy.

“insured person” means you and any other person who has your permission to ride your bike.

“market value” means the replacement cost of your bike taking into account your bike’s condition. To assist in determining the market value we may also use “The Red Book” price guide, “Glass’s Guide” or other available relevant information.

“modification” means any alteration to your bike’s standard frame, engine, suspension, wheels, tyres or paintwork which could affect its value, safety, performance or appearance.

There is NO insurance for any modification that is not shown on your schedule. Modifications not insured could include special tyres, a fairing, pannier or a side car.

“**motorcycle apparel**” means protective riding gear primarily designed and intended to be worn while riding your bike and includes your helmet, riding jacket, riding pants and riding boots.

“**non-standard accessory**” means any of the following fitted items owned by you which are not a standard accessory fitted to the model of your bike, including but not limited to:

- computer, Global Positioning System, audio-system;
- gear sack, panniers, saddlebags;
- chrome accessories, replacement parts.

Standard fitted accessories referred to in the definition of your bike can include such items as seat covers, sissy bar, saddle bags and security system. There is NO insurance for any fitted non-standard accessory unless it is shown on your schedule.

“**partner**” means your husband or wife, or a person with whom you are cohabiting. But does not include a person with whom you may share a house for any financial consideration.

“**period of insurance**” means the period for which you are insured. It commences at the time we agree to give you insurance and finishes at 4pm on the day of expiry. The expiry date is shown on the schedule.

“**policy**” means your insurance contract which consists of this policy wording and the schedule.

“**premium**” means any amount we require you to pay under the policy and includes Government charges.

“**registered**” means that your bike is registered or licenced in an Australian State or Territory for use on a public road.

“**rider training**” means a course conducted under the direct supervision of trained motorcycle riding instructors that are approved by QBE Insurance. The list of approved courses can be found at <http://www.qbe.com.au/Personal/Motorcycle/Insurance.html>.

“suitable hire vehicle” means:

A hire vehicle that takes into account:

- the type and size of the damaged vehicle
- the ordinary daily uses of the damaged vehicle
- whether any additional safety devices were part of the damaged vehicle, such as child seats or disability related modifications.

“schedule” means:

- the policy schedule; or
- the renewal notice you have paid; or
- the alteration advice sent to you.

Important note: You should check to ensure that all the information is correct in the schedule. If anything is wrong, contact us as soon as possible.

“spouse” means your husband or your wife.

“sum insured” means the agreed value or market value as shown on the schedule.

“terrorism” means any act of any person acting on their own or in connection with an organisation or foreign government, which can involve the use of or threat of force or violence, where the purpose, by its nature or context, is to put the public or a section of the public in fear, to resist or influence a government or, to further an ideological, religious, ethnic or similar aim.

“total loss” means that repairs to your bike are uneconomical and includes where the repair costs and the salvage value when added together are likely to exceed the sum insured of your bike.

“unlocked” means where you have left your keys in the ignition of your bike or where your bike does not have a keyed ignition and you have not engaged the fork lock or secured a disc lock or padlock and chain.

“unregistered” means that your bike is not registered or licenced in an Australian State or Territory for use on a public road.

“**use**” means the use of your bike for one of the following:

- *private use*, which means for:
 - social, domestic, pleasure purposes and travel to and from work; plus
 - a small amount of time being spent using your bike for business or work purposes;
- *business use*, which means for:
 - private use; plus
 - the majority of normal working hours being spent using your bike for business or work purposes.

Important note: Insurance is limited for some types of business use. Please refer to Section 5.4.

“**we**”, “**our**” and “**us**” means QBE Insurance (Australia) Ltd, A.B.N. 78 003 191 035. Trading as QBE Insurance.

“**you**” and “**your**” means the person(s) named in the schedule as the insured.

“**your bike**” means any motorcycle owned by you which is described in the schedule including:

- standard fitted options and accessories; plus
- any fitted non-standard accessory or modification shown in the schedule;

also included is:

- a replacement motorcycle if insured by us under Section 3.1;
- a substitute motorcycle under Section 2.3.

Standard fitted options and accessories are all insured. What is not insured is explained in the definition for non-standard accessory and modification.

Section 1: Theft Of Or Damage To Your Bike

1.1 Insurance Provided

If your bike is stolen or accidentally damaged during the period of insurance, we will either:

- pay the cost of repairs up to an amount not exceeding the sum insured; or
- replace your bike including on road costs if a similar make and model is available, provided:
 - you are the original owner from new; and
 - your bike is less than two years old; and
 - your bike was insured for the original purchase price; or
- pay the sum insured if your bike is a total loss.

1.2 Repair Or Replacement Of Damaged Parts

We are entitled to repair or replace damaged parts. When we replace parts, we will use new parts or used parts of similar condition to those being replaced.

1.3 You May Have To Contribute Towards The Cost Of Repairs

We are entitled to require you to contribute towards the cost of repairs where the condition or appearance of your bike improves as a result of replacing old parts with new parts or repainting more than the damaged area.

If this might be necessary, we'll talk to you beforehand about how you would like to proceed.

Important note: You may have to contribute towards the cost of replacing the exhaust system, radiator or tyres if these were damaged in the incident.

1.4 If Parts And Accessories Are Not Available

Where parts and accessories are not available locally we will only pay:

- the cost (including installation) of parts and accessories of an equivalent make and model of motorcycle listed in the latest suppliers list within the State or Territory in which repairs are being carried out and;
 - surface freight costs of getting parts to the repairer.
-

We will not pay the extra cost of specially made parts for your bike when the parts or accessories required for repair are not readily available.

1.5 Essential Temporary Repairs

We will pay a maximum of \$500 for essential temporary repairs to allow your bike to be ridden immediately after the incident.

1.6 Removal Costs

If your bike is damaged we will pay the reasonable cost of removal to the nearest repairer or place of safety or to another place we have authorised.

We will not pay for your travelling expenses in getting to and from your bike after it is damaged or stolen.

1.7 Re-delivery Costs

If you live over 100kms from the place where we authorise your repairs to be done, we will pay the reasonable cost of re-delivery of your bike to your home, to a limit of \$500.

Section 2: Legal Liability

2.1 Legal Liability For Damage To Another Person's Property

If you become legally liable for damage to another person's property directly caused during the period of insurance by:

- a part of your bike;
- goods falling from your bike;
- the loading or unloading of your bike;

then we will pay:

- the reasonable cost of the damage for which there is liability; or
- the amount awarded by a court in Australia;

up to the limit of liability.

But we will not pay if you are declined insurance under your compulsory third party policy because of some failure by you.

2.2 Riding Another Bike

We will insure you under this Section when you ride a substitute bike because your bike is being repaired or serviced.

For example, when you are given a bike to use by the garage repairing your bike.

But we will not pay for any damage to the substitute bike.

2.3 Pillion Rider

We will insure under Section 2.1 and 2.2 a pillion rider who is lawfully travelling on or getting on or off your bike or a substitute bike.

2.4 Other People Riding Your Bike

We will also insure under this Section an insured person riding your bike or the rider of the substitute bike who is in charge of that bike with your permission.

We will not insure that rider if you knew or should reasonably have known that they had been refused:

- *motorcycle or motor vehicle insurance; or*
- *the renewal of motorcycle or motor vehicle insurance.*

2.5 Principals Indemnity

We will insure your employer, business partner or principal under Section 2 for Legal Liability incurred following an incident in which your bike (other than a substitute bike owned by your employer, business partner or principal) is involved provided that your bike was ridden by you or was under your control.

2.6 Maritime Liability

If your bike is being transported by sea between ports within Australia, we will pay your contribution in respect of your bike for general average and salvage charges incurred by a shipowner where necessary for the safety of the ship and cargo, provided you are liable to contribute under Maritime Law.

2.7 Legal Costs

We will pay all legal costs reasonably incurred with our written consent arising from a claim for which you are insured under this Section.

2.8 Limit Of Liability

We will not pay more than the limit shown in the schedule for our total liability under this Section in respect of all claims arising out of one incident or series of related incidents, including all costs, charges, expenses and legal costs. Any excess payable by you is included in the liability limit.

Section 3: Additional Benefits

3.1 Replacement Bike

If you sell or otherwise dispose of your bike, other than when it is a total loss, we will insure your replacement bike under this policy if:

- you replace it with another bike within 14 days; and
- you give us details of the replacement bike within that time; and
- we agree to insure it and you pay any extra premium we require.

3.2 Travelling Expenses

If your bike cannot be ridden as a result of an incident, we will reimburse you up to \$500 for expenses incurred by you to return directly to your home.

3.3 Emergency Accommodation

We will reimburse you up to the limit of \$500 towards the cost of accommodation if an incident causes damage to your bike to the extent that it is not able to be ridden and has been towed from the scene and you are more than 100kms away from your normal place of residence.

3.4 Motorcycle Apparel Cover

We will cover motorcycle apparel when it is accidentally damaged or stolen as a result of an incident under Section 1.

We will cover both the main rider and pillion rider up to a total amount of \$4,000 for any one incident with an individual item limit of \$2,000.

How We Settle Your Claim

When loss or damage occurs to your motorcycle apparel we will:

- Replace the item if it is less than 2 years old, or
- Reimburse the current market value for items that are more than 2 years old and less than 10 years old.

How We Apply Depreciation

When your motorcycle apparel is more than 2 years old we will apply straight line depreciation at the rate of 10% per annum with depreciation commencing from the date of purchase of the apparel.

Salvage Items

We are entitled to any salvage value of any item if we settle your claim for motorcycle apparel.

We will not cover:

- *items of apparel and footwear not primarily designed and intended to be used as protective motorcycle apparel for riding your bike;*
- *motorcycle apparel that is not accidentally damaged or stolen as direct result of an incident under Section 1.*
- *pre-existing damage to motorcycle apparel;*
- *more than \$4,000 per incident;*
- *more than \$2,000 any item, pair or set of motorcycle apparel;*
- *more than \$10,000 for all claims relating to motorcycle apparel during the period of insurance;*
- *motorcycle apparel that exceeds 10 years of age.*

3.5 Hire Vehicle Following A Theft

If your bike is stolen, we will reimburse you the reasonable daily cost of a suitable hire vehicle:

- from a hirer we approve; and
- until the time that your bike is found, but for no more than 14 consecutive days; and
- up to a maximum of \$1,500.

You must produce the hire vehicle receipts or other evidence of expenditure and we will not pay for fuel or any other charges.

3.6 Trailer Cover

If your trailer is a single axle trailer we will pay for the cost of repairs or replacement up to a limit of \$750 if it is stolen or damaged when in your possession or when attached to your bike.

This cover only applies where you have not elected to specify the trailer under your policy.

Important Notes:

- the insurance is limited to a single axle trailer, not a multi axle trailer and;
- contents of a trailer are not insured by this policy.

3.7 Locks and Keys Cover

If your bike keys have been stolen and you have reported this to the police, we will pay for the replacement of your keys and the necessary re-coding of your bike locks.

The maximum amount we will pay under this benefit is \$1,500 less any standard excess due under your policy.

3.8 Lifetime Guarantee On Repairs

We will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your bike, only if the repairs have been authorised and managed by us. For entitlement to any repairs under this guarantee you must first allow us to inspect the bike and arrange any additional repairs that we agree with you are necessary.

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

3.9 Protected No Claim Bonus

You will retain your no claim bonus, if you make no more than one at fault claim during the 12 month period preceding the anniversary of this insurance policy.

Your no claim bonus will be adjusted if at the time of the incident the insured person riding your bike was not a named rider on your insurance schedule, unless named on another policy with us.

3.10 Rider Training

We will provide you with cover under Section 1 whilst you are undertaking an approved rider training course for the purposes of improving your riding skills. Cover is limited to courses that are conducted under the direct supervision of trained motorcycle riding instructors and does not extend to Section 2 of the policy. A list of approved rider training courses can be found at: <http://www.qbe.com.au/Personal/Motorcycle/Insurance.html>.

A rider training excess will apply to claims made under this section on another policy with us.

There will be no cover provided under this section for courses conducted by Motorcycling Australia (MA), the Confederation of Australian Motor Sport (CAMS), or any other courses designed for improving your motorcycle racing skills.

Section 4: What Excesses You May Have To Pay

An excess is the amount which you have to pay *each* time you make a claim. Each excess is printed on the schedule. If following an incident, more than one excess applies, you will have to pay the *total of all* the excesses that apply to you.

You may have to pay a:

- **standard bike excess** which is the first amount you have to pay;

All bikes carry a standard excess.

plus, you may have to pay an:

- **age excess - under age 25** applies when the rider at the time of the incident is within the age group specified on your policy schedule, but this excess does not apply when the incident is a result of fire, explosion, lightning, flood, theft or where your bike is damaged while parked;

An age excess applies to any rider within the specified age groups shown on your schedule.

plus, you may have to pay an:

- **undeclared rider excess** which applies when the schedule has named riders listed and your bike is being ridden by a person who is not named on the schedule as a rider;

It is your responsibility to notify us of riders of your bike because your premium or excess could be affected.

plus, you may have to pay an:

- **inexperienced rider excess** which applies when the rider at the time of the incident has not held an Australian motorcycle licence for 3 or more years but this excess does not apply when the incident is a result of fire, explosion, flood, theft or where your bike is damaged while parked;

An inexperienced rider excess applies to any rider who has not held an Australian motorcycle licence for at least 3 years.

plus, you may have to pay an:

- **imposed excess** which will be shown on the schedule;

This is an excess we may require under your policy. We would not have accepted you or your bike for insurance without this excess.

plus, you may have to pay a:

- **named rider excess** which applies when one of the riders listed on the schedule has this excess showing against their name and your bike is being ridden by that person at the time of the incident;

We would not have insured this rider without this excess.

plus, you may have to pay a:

- **theft excess** which will be shown on the schedule;

This is an excess we require under your policy due to the type of bike or where you keep your bike or both. We would not have accepted you or your bike for insurance without this excess.

plus, you may have to pay a:

- **voluntary excess** which is one that you have elected to have.

This excess is taken to reduce premium.

plus, you may have to pay a:

- **rider training excess** which applies when you make a claim under Section 3.10 Rider Training.
-

Section 5: When You Are Not Insured

5.1 When You Are Not Insured For Theft Or Damage To Your Bike

There is no insurance under Section 1 or Section 3.1:

5.1.1 *for theft or damage when you or an insured person leave your bike unattended and unlocked in a public place;*

For example, if you have left your bike unattended with the keys in the ignition there is no cover for theft or damage to your bike.

5.1.2 *when the theft is by a person acting with the express or implied consent of you or an insured person;*

5.1.3 *when the theft is by a person to whom you have lent your bike, but this will not apply if the incident is theft by deception and you have kept the driving licence or other form of legal identification of that person;*

For example, when you permit the use of your bike by a friend or a prospective buyer who ends up stealing your bike.

5.1.4 *when the damage is:*

- (i) *the result of normal wear and tear, rust or corrosion to your bike;*

For example, wear and tear through the aging of your bike, or loss of value through ordinary use.

- (ii) *structural failure, electrical or mechanical breakdown;*

For example, we would not pay to repair rust damage, a worn out engine or a faulty electrical system.

- (iii) *the result of faulty workmanship, during repairs, enhancements or modifications to your bike, by yourself or another person, but does not apply to QBE authorised repairs cover under Section 3.8;*

5.1.5 *when you or an insured person have not taken all reasonable steps to protect your bike from being stolen or further damaged after it has been involved in an incident and/or structural failure, electrical or mechanical breakdown;*

For example, when your bike is stolen because it was left at the accident scene when it could have been readily removed to some other place of safety.

5.1.6 *when the damage is to the tyres of your bike unless it was caused in the incident;*

For example, you are not insured for damage to tyres caused by the application of the brakes or by punctures, cuts or bursting.

5.1.7 *when the theft or damage is:*

- (i) *to a non-standard accessory not shown on the schedule;*

You should read the definition of non-standard accessory and advise us to include on your schedule any non-standard accessory fitted to your bike, otherwise that accessory is not insured.

- (ii) *to a modification not shown on the schedule;*

You should read the definition of a modification and advise us to include on your schedule any modification to your bike, otherwise that modification or your bike may not be insured.

5.1.8 *for financial or consequential loss.*

For example, we would not pay for financial or consequential loss related to your claim, such as:

- lost profits or income caused by your inability to use your bike or to use damaged personal property;
- loss due to a delay in repairs because a part isn't readily available;
- any diminished value of your bike after it's been properly repaired.

5.2 When You Are Not Insured For Legal Liability

There is no insurance under Section 2 or Section 3.1 for legal liability:

5.2.1 *for accidental bodily injury or death to another person;*

5.2.2 *for accidental bodily injury or death to a family member;*

5.2.3 *or fines or penalties (including any interest and costs) incurred by an insured person;*

5.2.4 *for any punitive, exemplary, aggravated or multiple damages (including any interest and costs) against an insured person;*

5.2.5 *arising out of an undertaking or guarantee given by an insured person without our written authority;*

For example, you would have no insurance where you signed a contract with another party in which you undertook to protect their interests.

5.2.6 *for damage to property owned by an insured person or in their possession, custody or control;*

For example, if you borrow another person's riding gear and damage it, we will not pay for the gear.

5.2.7 *for which there is an entitlement to claim an amount or benefit under a statute or other policy in respect of the liability.*

For example, there is no insurance if the injured person is entitled to claim workers compensation benefits.

5.3 When You Are Not Insured (Alcohol, Drugs, Driving Licence)

There is no insurance under this policy if you or an insured person riding your bike:

5.3.1 at the time of the incident:

- (i) *was affected by alcohol or drugs to an extent that impaired the control of your bike; or*
- (ii) *had a blood alcohol level exceeding the statutory limit for the State or Territory in which the incident occurred; or*
- (iii) *did not hold a current driving licence or had not complied with all conditions of the driving licence;*

5.3.2 *following the incident, refused to take a Police alcohol or drug test.*

But you will have insurance if the person riding your bike was not you or a family member, and you had no reason to suspect that the person was affected by alcohol or drugs or did not have a driving licence.

If we do pay a claim because you were unaware that the person riding your bike was affected by alcohol or drugs or did not have a driving licence, then we reserve the right to recover from that rider.

5.4 When You Are Not Insured (The Use Of Your Bike)

There is no insurance under this policy if at the time of the incident your bike was being ridden by you or an insured person and was:

5.4.1 *not registered;*

For example, your bike's registration had expired or your bike was not licenced.

5.4.2 *being used for an unlawful purpose;*

For example, your bike was being used by you in a robbery or ram-raid or was being used to transport illegal drugs or stolen goods.

5.4.3 *being used:*

- (i) *on a race track, speedway track or rider training or instruction course;*
- (ii) *for rider training or rider instruction on a race track, speedway track or any other type of course or facility unless the course is approved under section 3.10 Rider Training;*
- (iii) *in preparation for a race, time-trial, hill-climb or any other competitive motor sport or contest;*
- (iv) *in a rally or event where the road was closed to public traffic;*

For example, there is NO insurance when you use your bike on a race track, speedway track or rider training course for any reason.

5.4.4 *being used for carrying passengers for hire, fare or reward, unless your policy is endorsed for such use;*

5.4.5 *being let out on hire;*

For example, you would not be insured if you allowed someone the temporary use of your bike in exchange for payment.

5.4.6 *being used as a courier, riding instructor or food delivery.*

5.5 When You Are Not Insured (Condition Of Your Bike)

There is no insurance under this policy if at the time of the incident your bike was:

5.5.1 *in an unsafe, unroadworthy or illegal condition, but this does not apply if:*

- *the condition did not contribute to the cause of the incident; or*
- *you or an insured person were unaware of the defect and it was reasonable to be unaware of it;*

For example, you would not be insured when riding with worn out tyres, defective brakes or defective lights if any of these conditions contributed to the accident.

5.5.2 *overloaded, but this does not apply if the overloading did not contribute to the cause of the incident.*

For example, you would not be insured for an accident caused by carrying a bigger load on the bike than it was designed to carry.

5.6 When You Are Not Insured (Intentional Acts)

There is no insurance under this policy when the incident arises out an intentionally harmful or damaging act by:

5.6.1 *you, an insured person or a family member;*

5.6.2 *a person with the express or implied consent of you, an insured person or family member;*

5.6.3 *a pillion rider on your bike or a substitute bike.*

5.7 When You Are Not Insured (Operation Of Law, War, Nuclear Material Or Terrorism)

There is no insurance under this policy when the incident is caused by, arises from or is in connection with:

5.7.1 *compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;*

5.7.2 *invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war;*

5.7.3 *mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;*

5.7.4 *a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;*

5.7.5 *any act of terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.*

5.8 When You Are Not Insured (Sanctions Limitation And Exclusion Clause)

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

5.9 When You Are Not Insured (Laws Impacting Cover)

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for us to do so.

Section 6: Claims Information

6.1 Straight After An Incident Occurs

As soon as you discover that an incident likely to result in a claim has occurred, you must:

- take all reasonable steps to reduce the loss or damage and to prevent further loss or damage;
- inform the police as soon as possible when required to do so by law or when the incident is theft or malicious damage and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss.

6.2 What You Must NOT Do

Whatever the circumstances you or an insured person must not:

- admit guilt or fault (except in court or to the Police);
- offer or negotiate to pay a claim;
- admit liability.

6.3 Our Approval Needed For Repairs

Except for essential temporary repairs under Section 1.5, you are not authorised to have your bike repaired without our approval.

6.4 Notification Of An Incident

You must advise us as soon as possible of an incident which could lead to a claim on this policy.

You may have to contribute towards your claim if your late notification results in higher costs for us or harms our investigation opportunities.

6.5 Details You Will Need To Make A Claim

If you provide the following details and relevant information this will assist us in processing your claim:

- date and time of accident;
 - road conditions e.g. wet/dry;
 - location of accident;
-

- a sketch map of what actually happened (including direction of travel of the motorcycles or vehicles involved, details of any obstacles and names of the streets);
- other motorcycles or vehicles involved, where reasonably possible, record for each the:
 - name of driver;
 - driver's address;
 - driver's phone number;
 - make of vehicle or motorcycle;
 - registration number;
 - name of owner;
 - owner's address;
 - owner's phone number;
 - owner's insurance company;
- where reasonably possible, record the name, address and phone number of each witness.

6.6 How To Make A Claim

When you make a claim you or an insured person must:

- provide details of the incident and complete any claim forms we send you;
- return any completed claim forms promptly together with all letters or documents that you have been asked to provide, otherwise we cannot process the claim;
- provide written statements under oath if we require it;
- be interviewed about the circumstances of the claim, if we require this;
- allow us to inspect and if we wish take possession of your bike;
- provide us with copies of every communication received in relation to the incident including from a person who is making a claim.

6.7 You Must Assist Us

You and any insured person must have complied with all the requirements of this Section and given to us all relevant information and assistance which we have reasonably requested.

6.8 Repairer

We have the right to nominate the repairer or supplier to be used.

We may also require you to take your bike or allow it to be taken to a location of our choice for assessment or repair.

You must not authorise the repair of your bike without our written authority.

6.9 How A Claim Affects Your Sum Insured

If we pay a claim:

- on a total loss basis, your policy with us ends (see Section 8.5);
- for the cost of repairs to your bike, your sum insured remains the same as it was before the claim.

For example, if your sum insured is \$20,000 and we pay a claim for \$3,000, your sum insured remains at \$20,000.

Important note: Following a claim on a specified item such as a radio you should make sure that the replacement item is added to your schedule.

6.10 Fraud

If any claim is fraudulent or false in any respect, we may deny part or all of the claim and may recover any costs.

6.11 Police Informed

We will also report any suspected fraudulent act to the Police for further investigation.

6.12 Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability that you won't hold them responsible, then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

Section 7: Other Conditions

7.1 How Claims Administration And Legal Proceedings Are Undertaken

When we pay a claim under your policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

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, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If 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.

We'll also report any suspected fraudulent act to the Police for further investigation.

7.2 You Must Continue To Assist Us

You or an insured person must continue to give us all relevant information and assistance reasonably required in relation to the claim or any proceedings.

7.3 When there is more than one insured

When there is more than one insured on your policy, we may treat what any one of them says or does in relation to your policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your policy or tell us where a claim payment should be paid.

7.4 Salvage Value

We are entitled to any salvage value including any rebates of Government charges, registration fees and/or CTP charges, if we pay out on your bike on a total loss basis or for damaged items that have been replaced.

7.5 Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

7.6 Notices Advice

You or an insured person must provide us as soon as possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the incident.

Section 8: How Your Policy May Be Cancelled

8.1 Cancellation By You

You may cancel this policy at any time by giving us notice in writing.

8.2 Cancellation By Us During The Period Of Insurance

We may cancel this policy on any of the grounds set out in the Insurance Contracts Act 1984 and we will always tell you of this in writing with at least 3 days' notice.

8.3 Cancellation By Us On Expiry Of This Policy

We may cancel this policy at the end of the period of insurance.

If this is about to happen we will tell you in writing 14 days prior to the cancellation.

8.4 Refund Of Premium

On cancellation, a refund of the premium will be calculated equal to the unexpired period of this policy less any non-refundable government fees, duties or charges. This does not apply if the policy is cancelled during the cooling off period.

8.5 No Refund Of Premium

Where we have paid a claim on a total loss basis your policy with us is deemed to have been fulfilled and there is no refund of any premium.

The total premium is payable and non-refundable because you have received the benefits associated with a total loss claim under the policy.

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