

Motorcycle Insurance

Product Disclosure Statement and Policy Wording



Motorcycle Insurance Specialists

Introduction and Welcome

Thank you for choosing QBE and welcome to the peace of mind and customer service of QBE Insurance. In addition to offering quality products and service, as the specialist personal lines area of the QBE group, we provide the security of one of the largest Australian owned international insurance companies.

Our insurance contains a number of options that can allow you to choose the cover you need. We aim to provide friendly and helpful customer service from your first call to us.

The information in this booklet is important and we have aimed to make it as easy to understand as possible. Please take the time to read through it and call us if you need further information.

YOUR MOTORCYCLE INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

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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 Cover part which commences on page 12. It tells you about:
 - what makes up the insurance (ie. 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 15 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 Cover 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 Cover part of this document.

What are you covered for?

You can select one of the following covers:

- Comprehensive cover; or
- Legal liability cover; or
- Legal liability, fire and theft cover; or
- Fire and theft cover.

Comprehensive cover

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).

Legal liability cover

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

Legal liability, fire and theft cover

This insurance is similar to the Comprehensive cover 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 and Theft Cover

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 below.

Goods and Services Tax

Where we pay a claim and you are liable to pay GST in respect of your claim, we will cover you for that GST, less any Input Tax Credit you may be able to claim from your purchase of goods and services. The sum insured shown in your current schedule is inclusive of GST. If your total sum insured is not sufficient to cover your loss, or a insurance limit applies, we will only pay GST that relates to our settlement of your claim (less your entitlement to any Input Tax Credit).

You must advise us of your correct Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you. “GST” and “Input Tax Credit” have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

“Taxable Percentage” is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

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 – 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 excess 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 Cover 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 (see the Duty of Disclosure notice on pages 7 and 8 for details); 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, insurance 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 Cover 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 discount. 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 discount to which you may be entitled;
- the age of the main rider and any other riders, as well as their driving/riding and insurance history.

The premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST and any Fire Service Levy (where applicable). When you pay your premium twice a year your premium may be increased to cover certain costs associated with providing a six monthly policy.

When you apply for this insurance, you will be advised of the premium. If you choose to effect cover, the amount will be set out in the schedule.

21 Day Cooling Off Period

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this we must receive your request either in writing or via email (motorcycle.enquiries@qbe.com) within 21 days of you receiving the current schedule.

This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights however we may deduct certain amounts from any refund (see Section 8 for details).

Confirming Transactions

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

Your Duty Of Disclosure

New Business

What you must tell us

When answering our questions, you must be honest and you have a duty under the law to tell us anything known to you, and which a reasonable person in the circumstances would include in an answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under this insurance and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this insurance, including all nominated regular riders.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel your insurance. If you answer our questions fraudulently, we may refuse to pay a claim and treat the insurance as never having worked.

Renewals, variations, extensions and reinstatements

Once your insurance is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your insurance, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under this insurance (including all nominated regular riders), and if so, on what terms.

You do not have to tell us about any matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or should know or, in the ordinary course of our business, we ought to know;
- as to which compliance with your duty is waived by us.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the insurance in respect of a claim or may cancel the insurance.

If your non-disclosure is fraudulent, we may also have the option of voiding the insurance from its beginning.

The General Insurance Code Of Practice

QBE is a signatory to the General Insurance Code of Practice, developed by the Insurance Council of Australia. The Code aims to:

- (a) promote better, more informed relations between insurers and their customers;
- (b) improve consumer confidence in the general insurance industry;
- (c) provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- (d) commit insurers and the professionals they rely up to higher standards of customer service.

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 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 immediately 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.

Dispute Resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention. We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days. If you would like to make a complaint or access our internal dispute resolution service, please contact your nearest QBE office and ask to speak to a dispute resolution specialist. If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

The FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of the FOS but the determination is not binding on you. We will provide the contact telephone number and address of the FOS upon request.

OUR PRIVACY PROMISE

The Privacy Act 1988 (Cth) regulates the way private sector organisations, such as QBE, collect, use, protect and disclose personal information. We are committed to safeguarding your privacy and the confidentiality of your personal information.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims made by you.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim.

We, or our authorised agent, may disclose your personal information:

- To a mail house (for the purpose of printing and/or delivery of your mail or processing mail you have sent us);
- To a financier whose name appears on your policy (for the purpose of confirming the currency of your policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- To an organisation who provides you with banking facilities (for the purpose of confirming the reasons for payment made by you to us);
- To an insurance agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- To another person named as a co-insured on your policy (for the purpose of confirming if full disclosure has been made to us);
- To another insurer (for the purpose of confirming your No Claim Bonus, to assess insurance risks or to assist with an investigation) or to another insurer or re-insurer who may be located overseas (for the purpose of seeking recovery from them);
- To a records management company (for the purpose of recording or storing our records which may contain your personal information);
- To an external dispute resolution organisation (for the purpose of resolving a dispute between us or between ourselves and a third party);
- To a market research company (for the purposes of conducting marketing research on our behalf);
- To our related entities so that they can also offer you other products and services.

In addition to the above, in the event of a claim we or our authorised agent may disclose or obtain your personal information to the below people or organisations:

- To a repairer or supplier (for the purpose of repairing or replacing your insured items);
- To an assessor or investigator (for the purpose of assessing your claim);
- To a lawyer or a recovery agent (for the purpose of defending an action by a third party against you or for recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- To an insurance reference bureau (for the purpose of recording any claims you make on your policy);
- To a witness to a claim (for the purpose of obtaining a witness statement);
- To another party in a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

In addition we will:

- Give you an opportunity to obtain access to your personal information and when necessary, correct any errors to this information. Generally we will do this without restriction or charge;
- Provide our dispute resolution procedures to you in respect of any complaint you may have regarding your personal information.

For further information about our Privacy Policy or to access or correct your personal information, please contact the Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82, Sydney NSW 2001. Telephone (02) 9375 4656, Fax (02) 8275 9022 or Email compliance.manager@qbe.com.

Updating Our Product Disclosure Statement

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

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 COVER

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 an **orange** background and words in italics.

Some words and expressions have been printed in **bold** because they have been given a specific meaning in this **policy**. **You** will find their meaning in Definitions on pages 14 to 16.

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:

- riding or driving related traffic offence, conviction or any loss of drivers licence;
- renewal or insurance policy declined, cancelled, refused, or where any excess was imposed;
- claim refused by an insurer;
- 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, insurance 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. Each word is printed in **bold** where it appears.

"**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 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 would 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 licensed 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>.

"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 immediately.

"spouse" means **your** husband or **your** wife.

"sum insured" means either **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 when **we** determine 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 licensed in an Australian State or Territory for use on a public road.

"**use**" means **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 at **our** option:

- pay the cost of repairs up to an amount not exceeding the **sum insured**;
- 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;
- 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.

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 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;
- 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 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, at our option:

- 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.

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 and **you** hire a substitute vehicle, **we** will reimburse **you** the reasonable daily cost of hiring a 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 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 & 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 \$1500 less any standard excess due under **your policy**.

3.8

Lifetime Guarantee On Repairs

If **we** authorise repairs to **your bike**, **we** will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of **your bike**. For entitlement to any repairs under this guarantee **you** must first allow us to inspect the bike and **we** must agree that the repairs are necessary.

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 proceeding 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.

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 which 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 covered 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 loss caused by your inability to use your bike or to use damaged personal property.

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** *for 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.

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 **we** agree that **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 licensed.

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 fast 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:
- (i) the condition did not contribute to the cause of the **incident**; or
 - (ii) **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 of 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 Or Nuclear Material)

There is no insurance under this **policy** when the **incident** is caused by:

- 5.7.1** lawful seizure, repossession or other operation of law;
- 5.7.2** invasion, war, civil war or rebellion;
- 5.7.3** nuclear weapons, nuclear fuel, waste or material.
- 5.7.4** acts of **terrorism** where such act is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

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 immediately when required to do so by law or when the **incident** is theft or malicious damage.

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

Details **you** will need to make a 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, 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;
- 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

Before **we** will pay anything under this **policy**, **you** and any **insured person** must have complied with all the requirements of this Section and given to **us** information and assistance which **we** have 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 Effects 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.

SECTION 7

OTHER CONDITIONS

7.1 How Claims Administration And Legal Proceedings Are Undertaken

When a claim is admitted under this **policy**, **we** have the right at **our** discretion to exercise all the legal rights of an **insured person** relating to the **incident** and to do so in their name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that **we** may consider necessary.

7.2 You Must Continue To Assist Us

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

7.3 Multiple Insureds

We will treat a statement, act, omission or a claim by an **insured person** as having been made by all of them.

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

Where the **incident** insured by this **policy** is also insured elsewhere and **we** have paid more than **our** reasonable share of **your** claim, **we** may exercise **our** right to seek contribution from the other insurer or insurers.

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.

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 within the terms set out in the Insurance Contracts Act 1984.

8.4 Refund Of Premium

On cancellation, a refund of the **premium** will be calculated equal to the unexpired period of this **policy** less an administration fee of \$30 and any non-refundable government 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**.

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Total loss (definition)	16
Total loss (no refund of premium)	36
Trailer Cover	22
Travelling expenses	21
<i>Tyres (damaged other than by an incident)</i>	<i>27</i>
Undeclared rider excess	24
Unlocked (definition)	16
<i>Unlocked (if left, no insurance)</i>	<i>26</i>
<i>Unregistered bike (no insurance)</i>	<i>30</i>
Unregistered (definition)	16
<i>Unroadworthy bike (when you are not insured)</i>	<i>31</i>
Us (definition - see We, Our and Us)	16
Use (definition)	16
<i>Use (hire, fare or reward - no insurance)</i>	<i>30</i>
<i>Use (unlawful purpose - no insurance)</i>	<i>30</i>
Voluntary excess	25
<i>War (no insurance)</i>	<i>31</i>
We (definition)	16
<i>Wear and tear (no insurance)</i>	<i>26</i>
You/your (definition)	16
Your bike (definition)	16

Important note:

You should read all of this policy in full.

Index items which have an **ORANGE background indicate an area in the policy where you may have no insurance.**

For General Enquiries

1800 24 34 64

Claims

1300 365 354



QBE

Insurance underwritten by:

QBE Insurance (Australia) Ltd.

ABN 78 003 191 035 of 82 Pitt Street, Sydney NSW 2000

AFS Licence 239545

Trading as QBE Insurance

PW 09/08 PDS 09/08

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